



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, JULY 14, 2015 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Pastor Steve Wipperman, Our Savior Lutheran 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. Legislative update provided by Senator Jeff Clemens
 - B. Legislative update provided by Representative Bobby Powell
 - C. Recognize the retirement of Stephen Oneal for his years of service to the City
 - D. 14th Annual Rif Raft Race report provided by Jon Faust
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
 - A. City Commission Meeting - June 2, 2015
 - B. City Commission Budget Work Session - June 9, 2015
 - C. City Commission Meeting - June 16, 2015
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Resolution 36-2015 - set the tentative Fiscal Year 2016 millage rate
 - B. Resolution No. 37-2015 - 5th amendment to the City's Fiscal Year 2015 budget

Agenda Date: July 14, 2015 Regular Meeting

- C. Resolution No. 38-2015 - declare the City's intent to issue a revocable permit for property located 1632 North K Street and schedule the public hearing date for August 4, 2015
- D. Resolution No. 39-2015 - authorize submission of the Fiscal Year 2015-2016 State Aid to Libraries Program application
- E. Lake Worth Public Library Annual Plan of Service for Fiscal Year 2015-2016
- F. Variance Agreement to allow brick pavers on a driveway and City right-of-way on property located at 1309 North Palmway
- G. Purchase 2 new vehicles for the Public Services and Water Utilities Departments
- H. Task Order No. 8 with Craven Thompson and Associates, Inc. for design and bid phase services for the Watermain Replacement Downtown project
- I. Task Order No. 15 with Mock Roos and Associates for design and bid phase services for the 11th Avenue North Sewer Rehabilitation project
- J. Task Order No. 6 with URS Corporation, a Division of AECOM, for engineering design, permitting, and bid phase services for the 8th Avenue South Watermain project
- K. Reappointment of members to various City advisory boards
- L. Agreement with Johnson, Anselmo, Murdoch et al for legal services

10. PUBLIC HEARINGS:

- A. Ordinance No. 2015-04 - First Reading and Public Hearing - amend various sections and tables in the Land Development Regulations and schedule the second reading and public hearing date for August 4, 2015

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

- A. Ordinance No. 2015-05 - First Reading - consider a major amendment to a Residential Planned Development (RPD) located at the northeast intersection of North Dixie Highway and 3rd Avenue North and schedule the public hearing date for August 4, 2015
- B. Ordinance No. 2015-06 - First Reading - increase Business Tax Receipt rates by five percent (5%) and schedule the public hearing date for August 18, 2015
- C. Ordinance No. 2015-07 - First Reading - Interlocal Service Area Boundary Agreement with the County and schedule the public hearing date for August 18, 2015

Agenda Date: July 14, 2015 Regular Meeting

- D. Resolution No. 40-2015 - affirm support for the Southeast Florida Regional Climate Action Plan
- E. Purchase Order with Mobile Modular for a new triple-wide modular trailer for the Public Services administration staff
- F. Tolling Agreement with REG Architects and The Morganti Group
- G. Designate a voting delegate for the business meeting during the 2015 Florida League of Cities 89th annual conference on August 13-15, 2015 in Orlando, Florida

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:

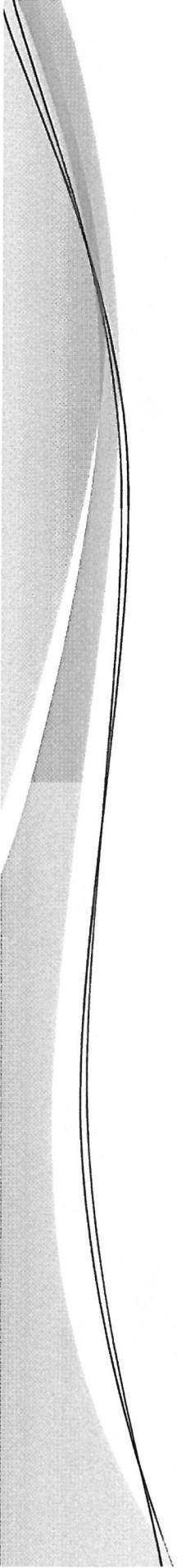
15. CITY MANAGER'S REPORT:

- A. August 4, 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.



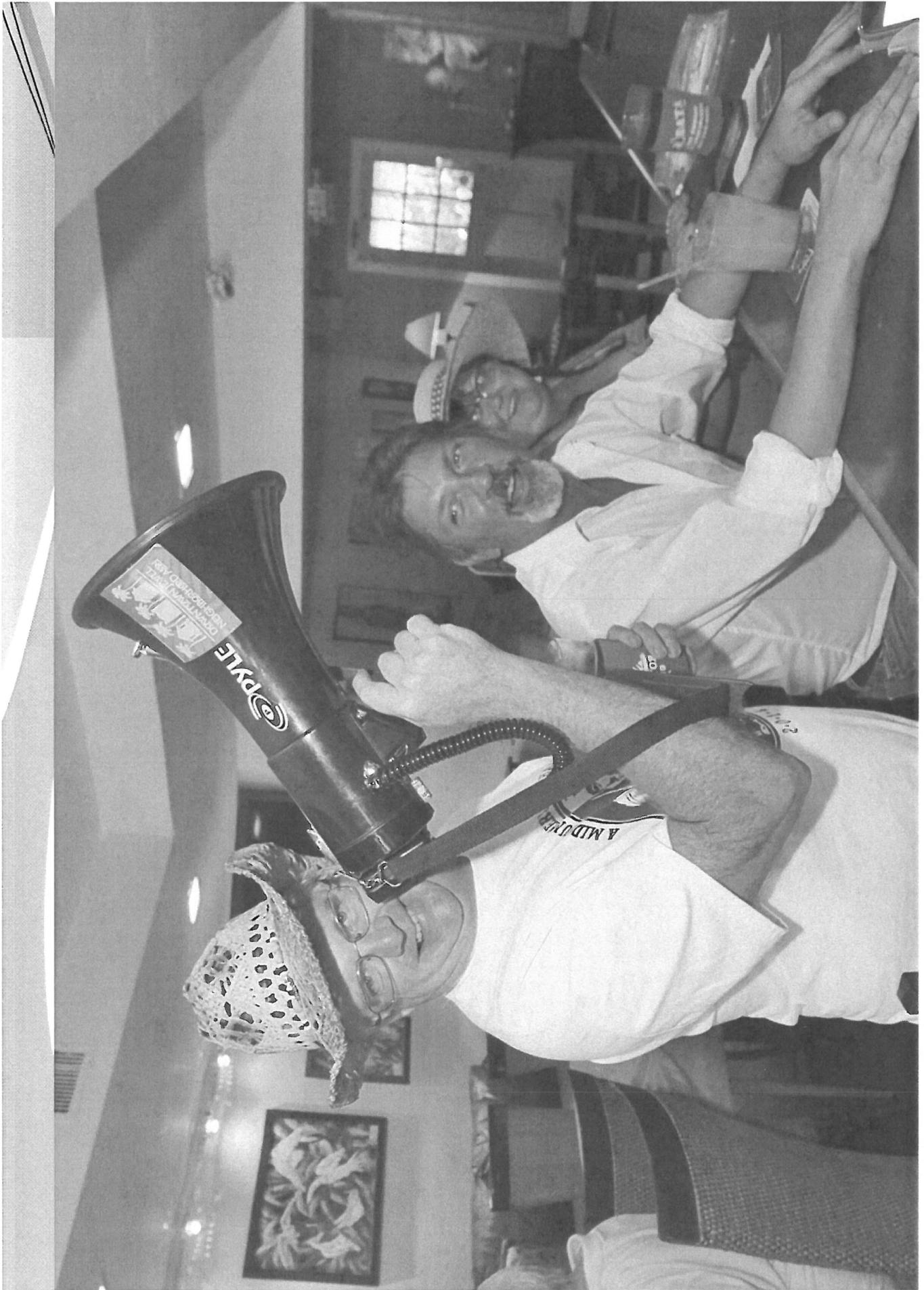
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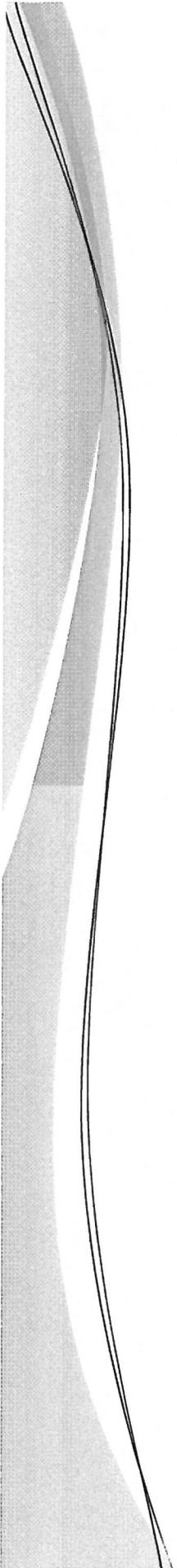
Great American RIF Raft Race

Reading Is Fun

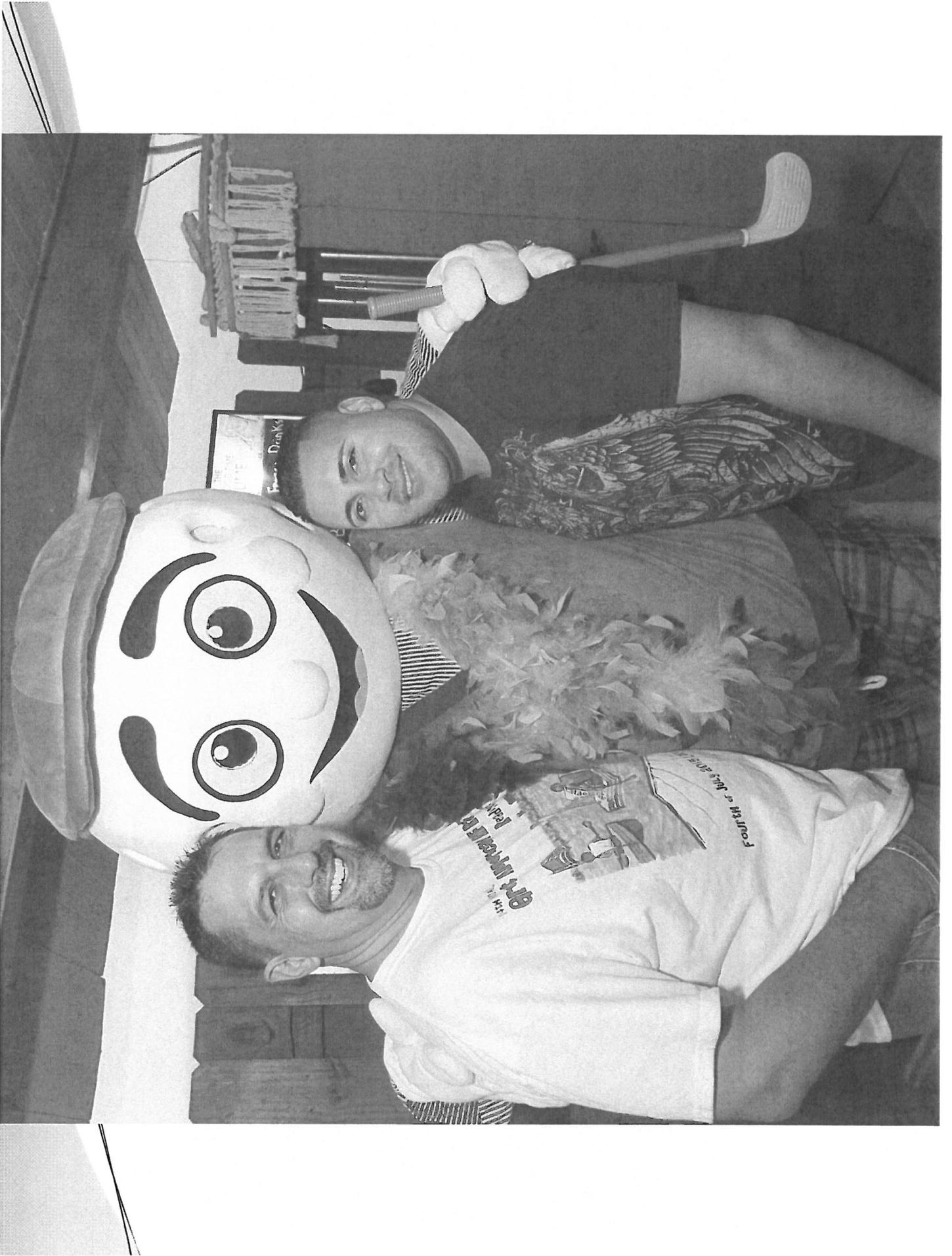


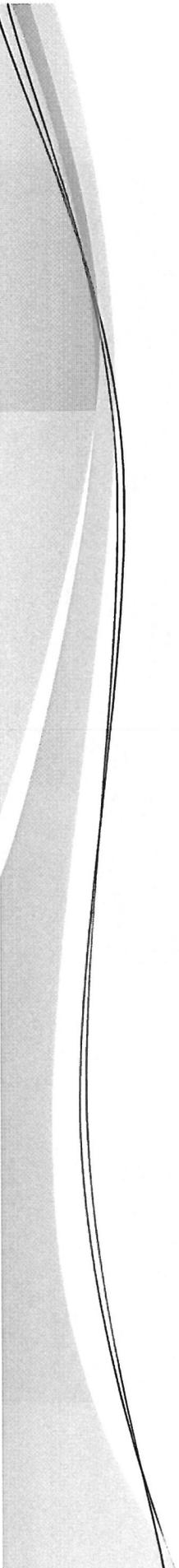
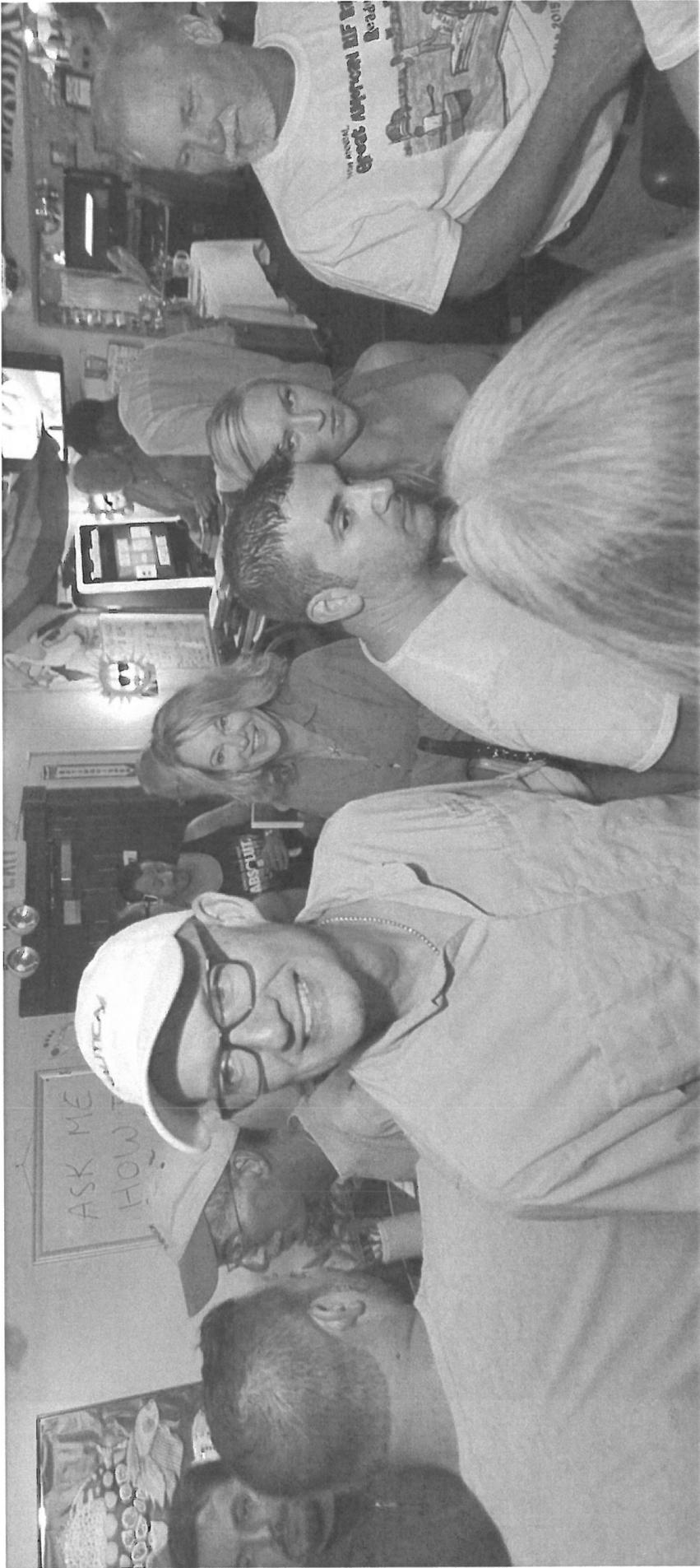














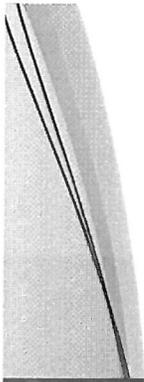




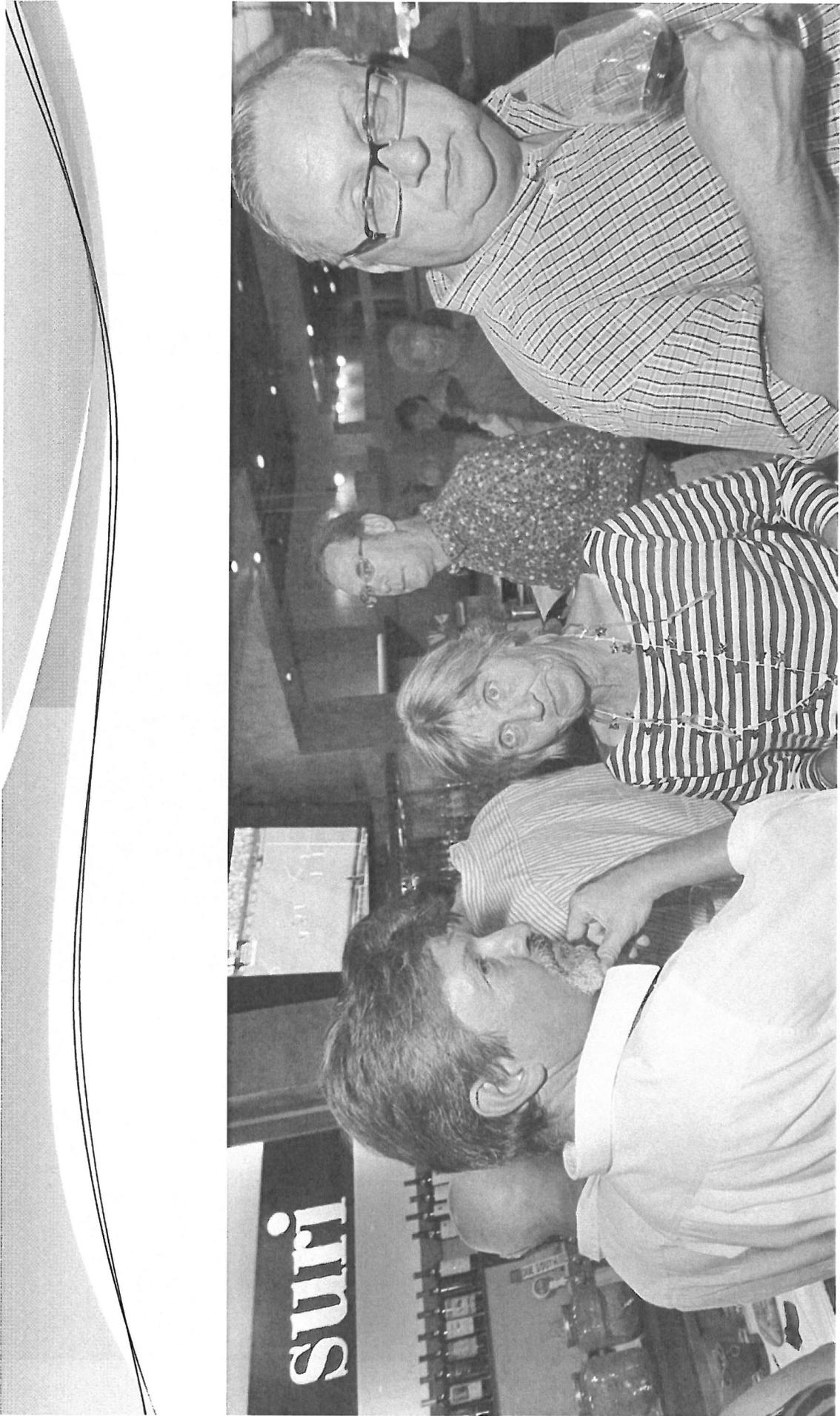




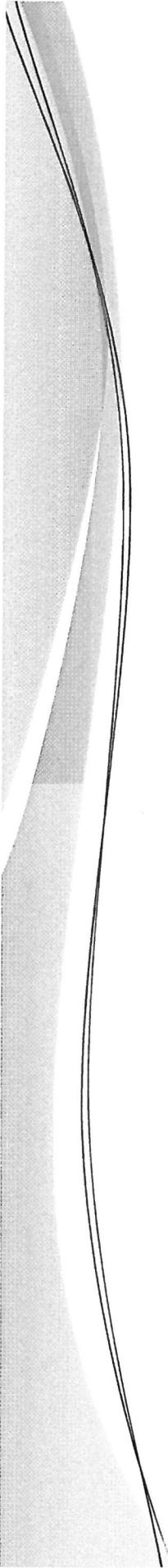
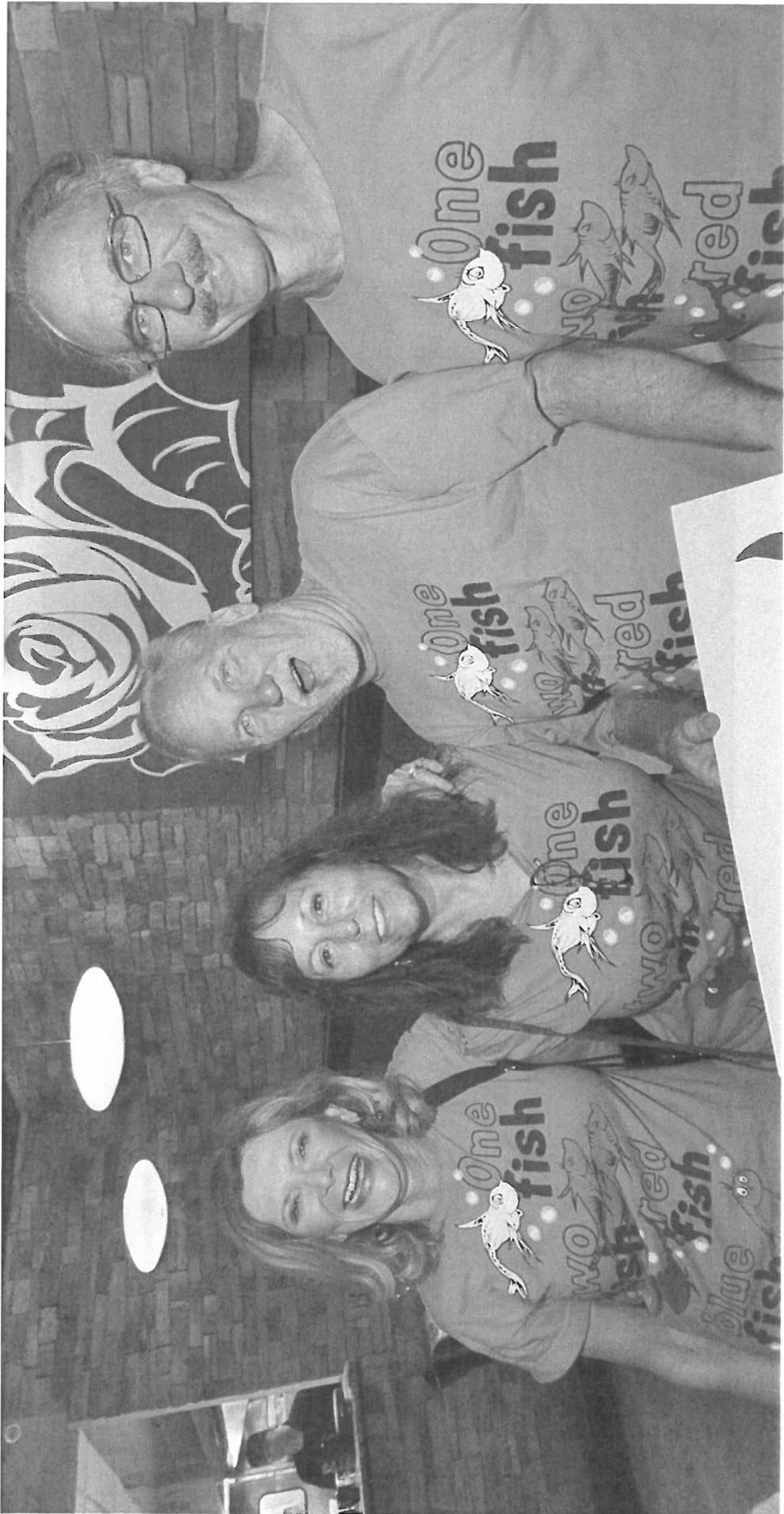


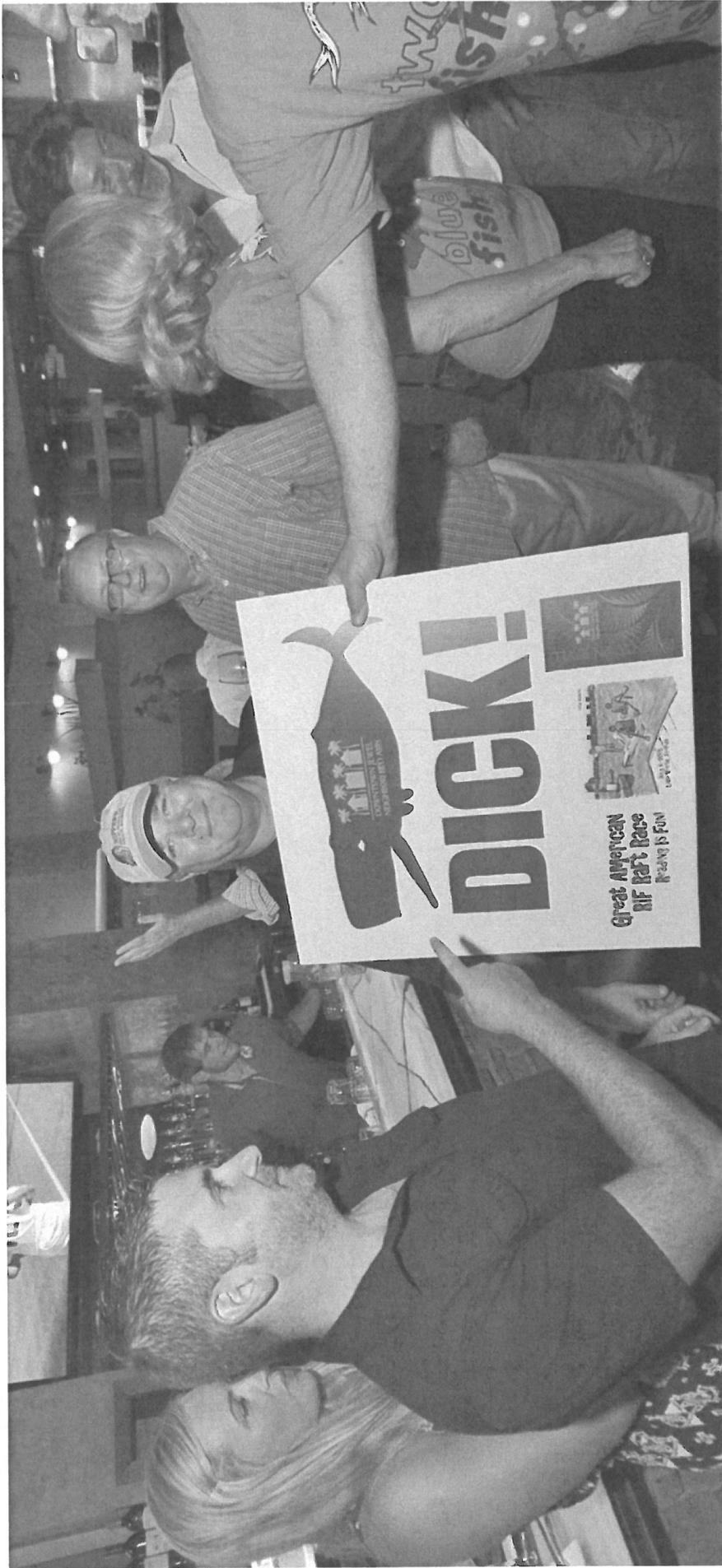
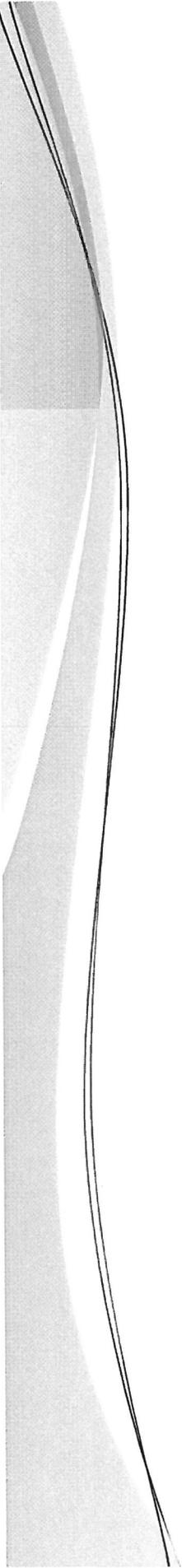




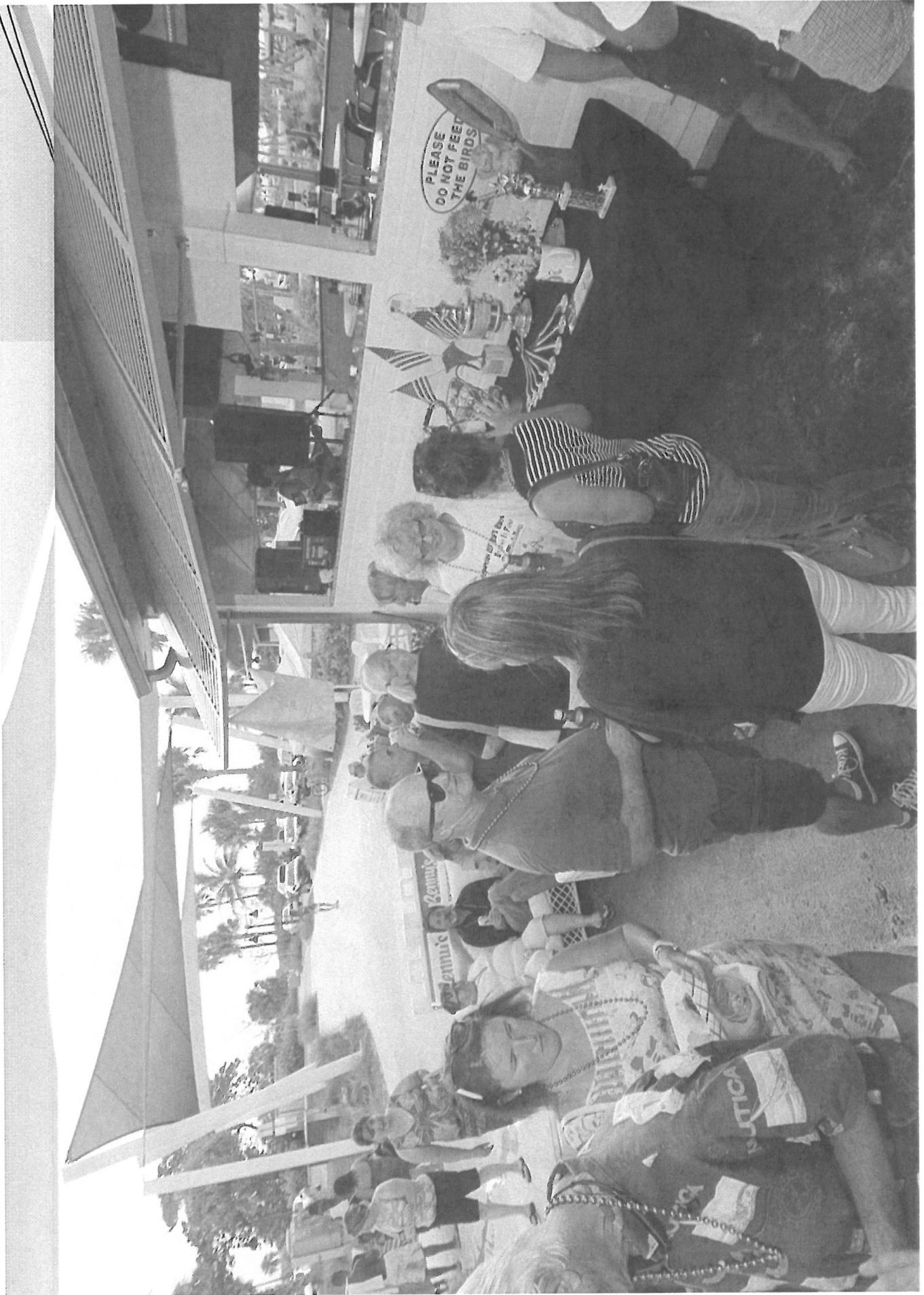


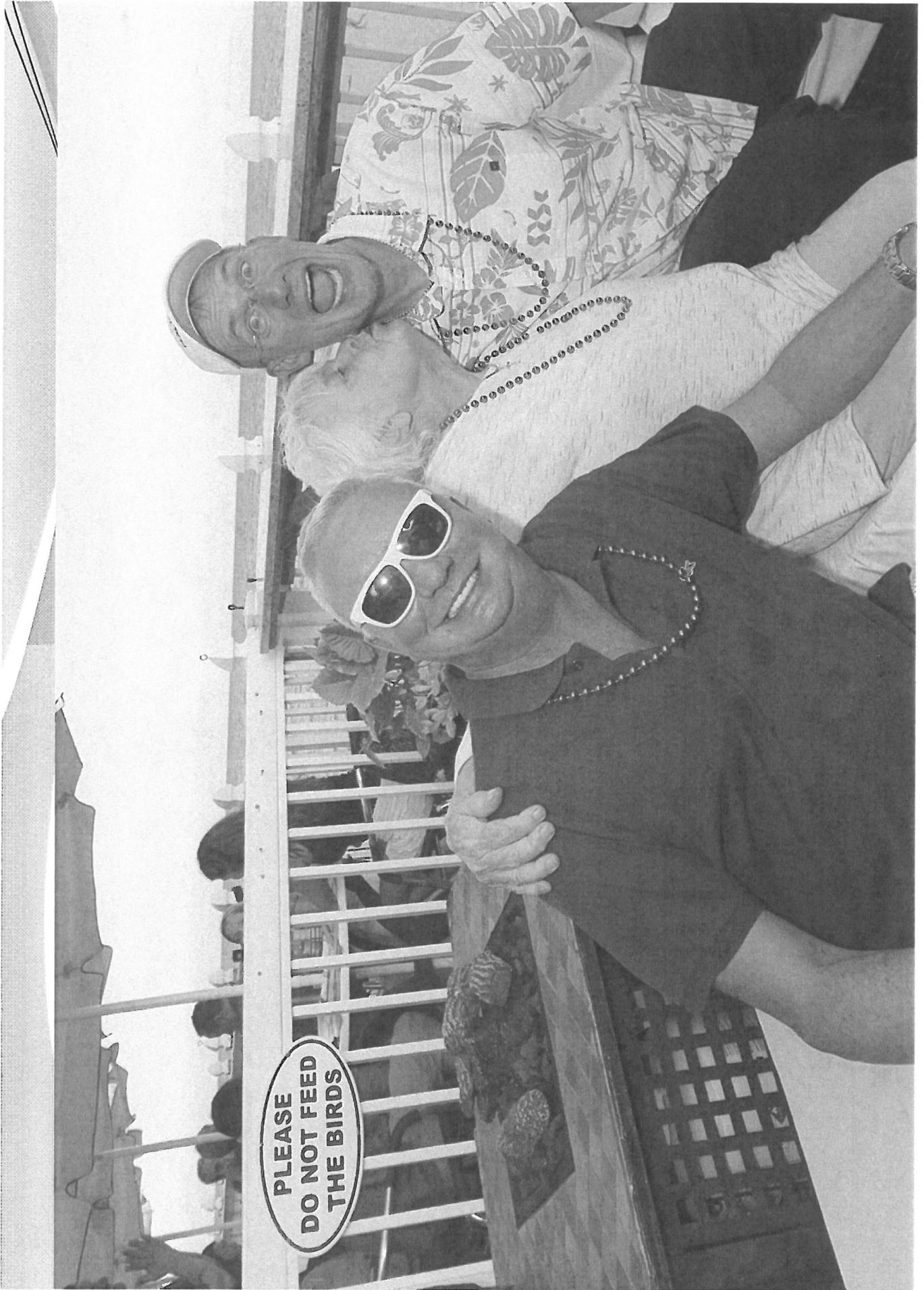








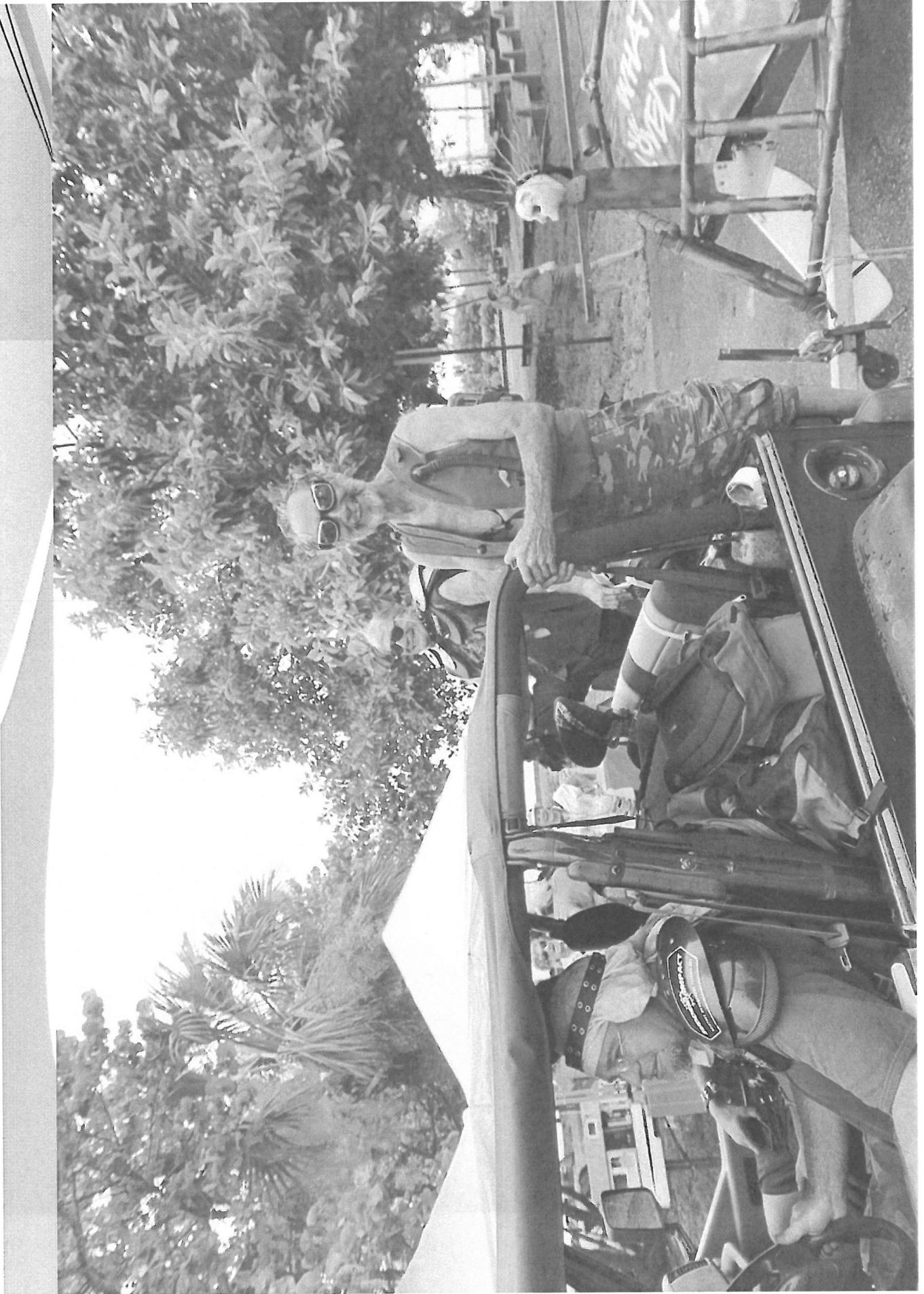


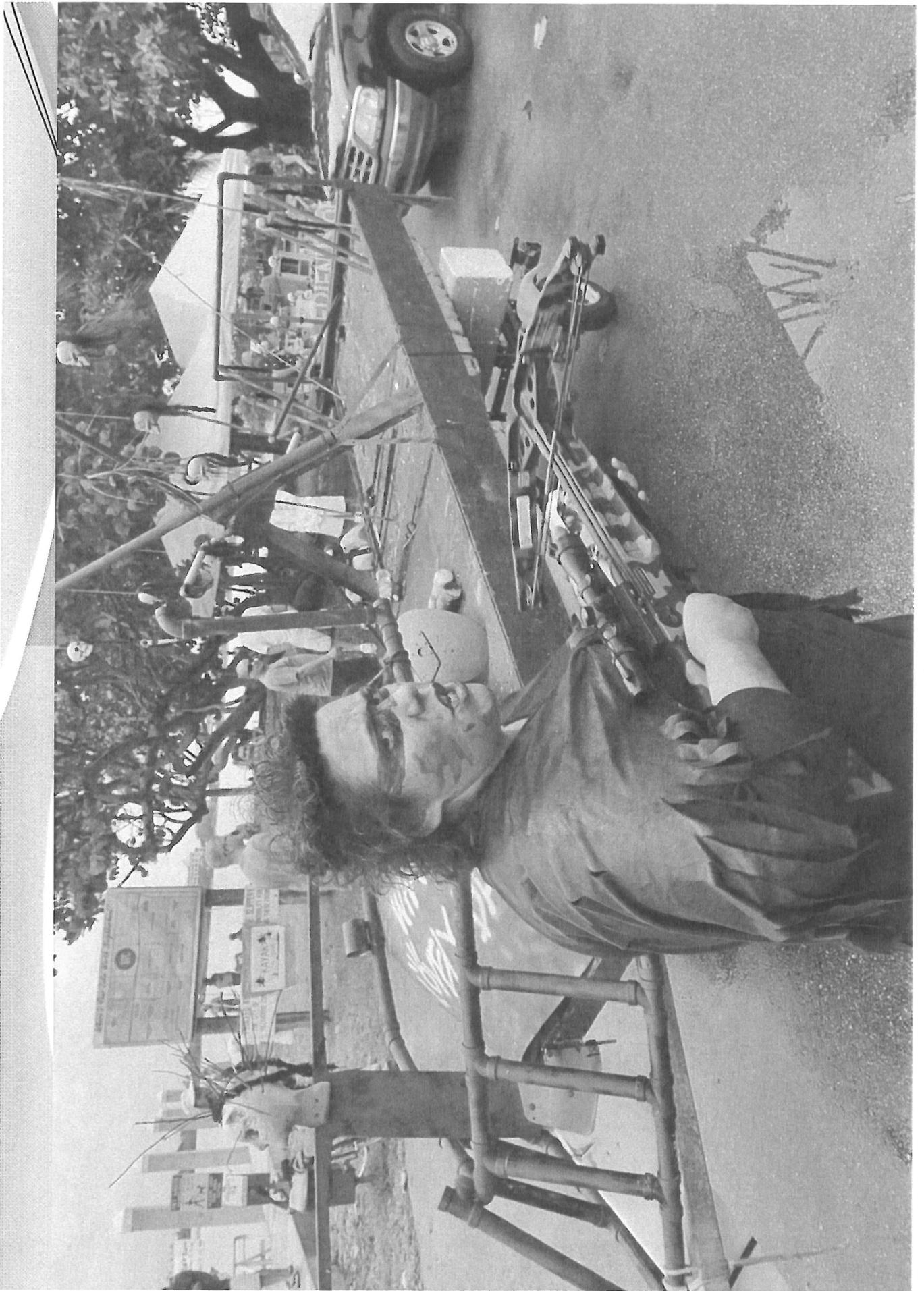


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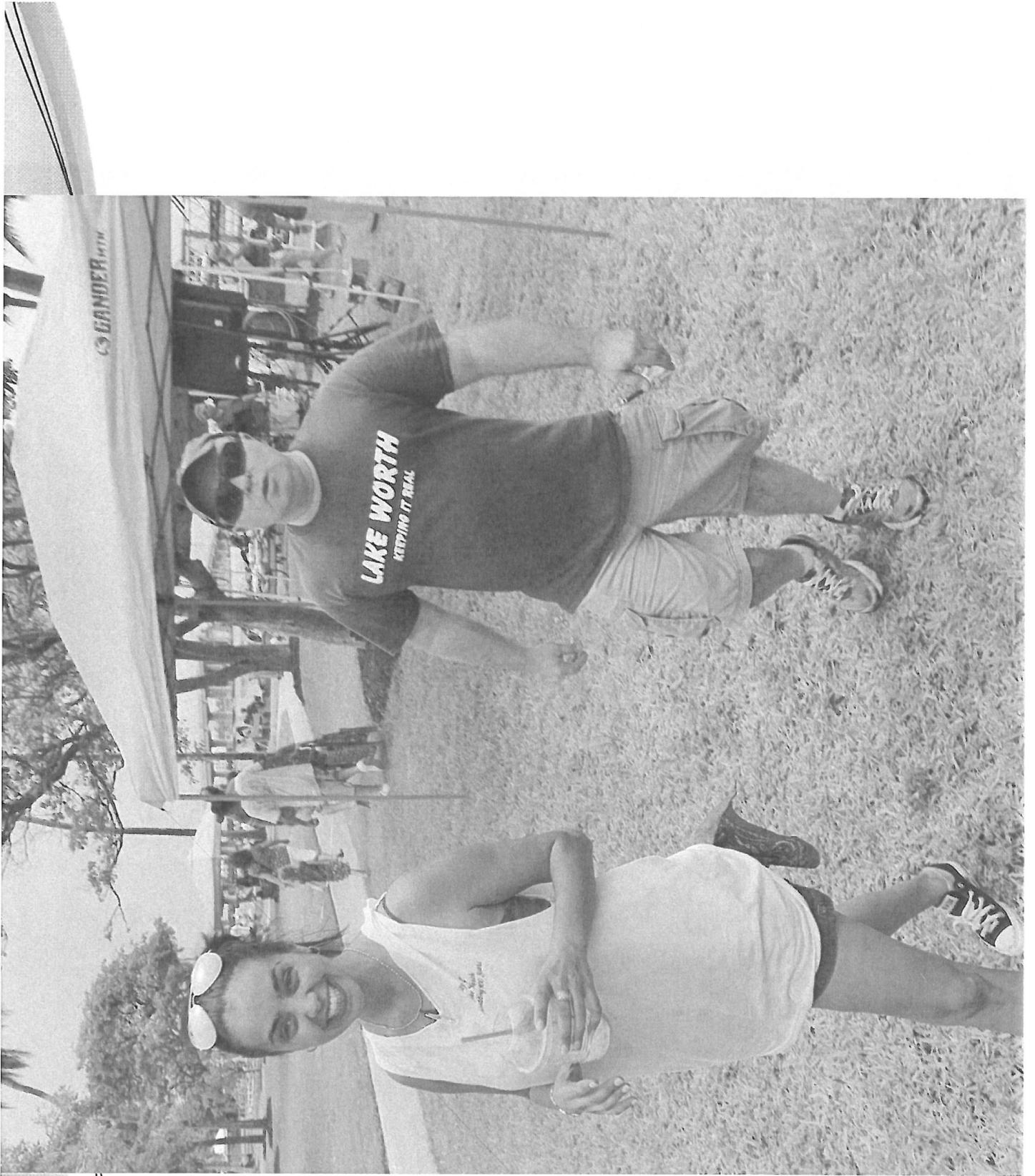




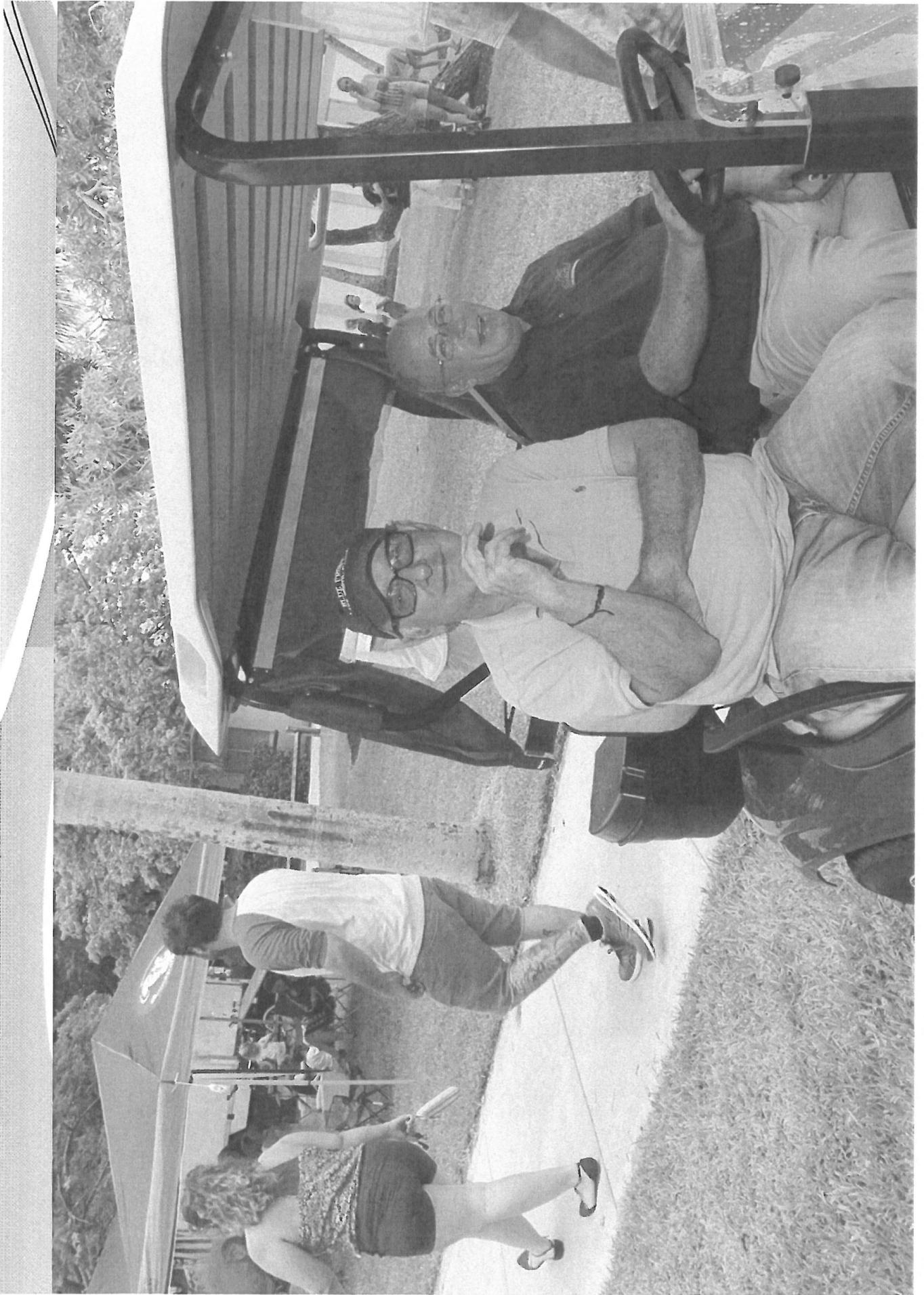


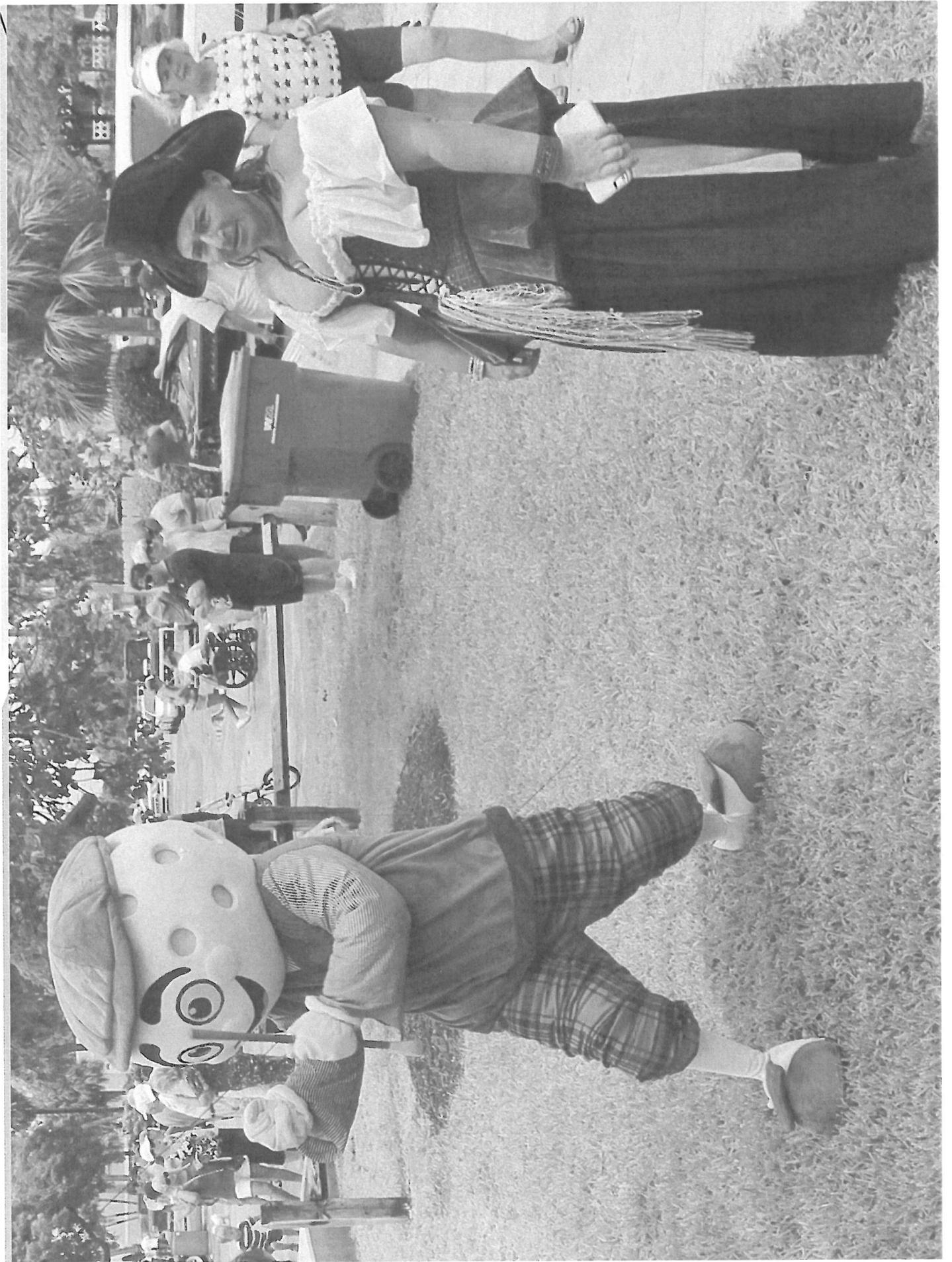


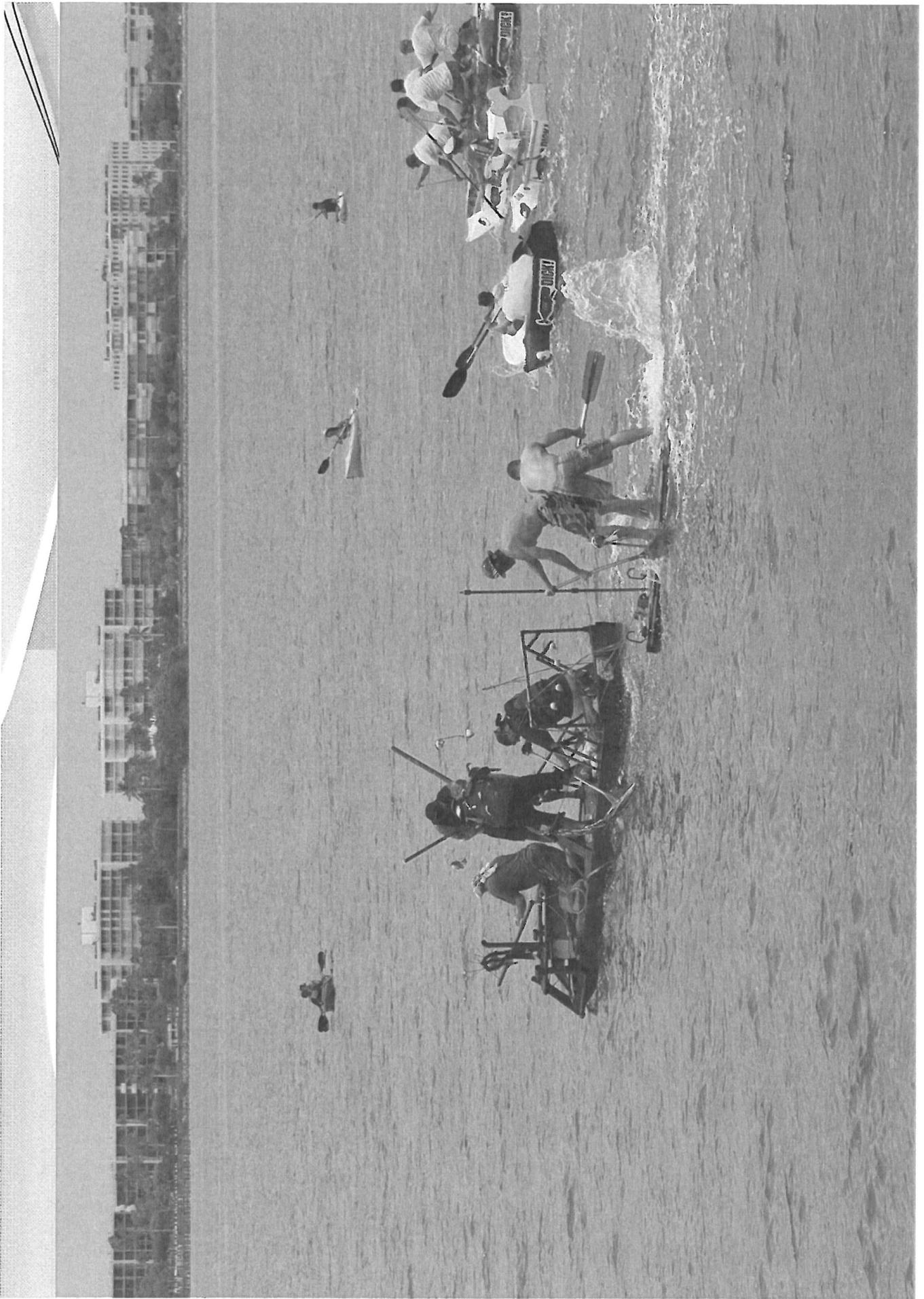




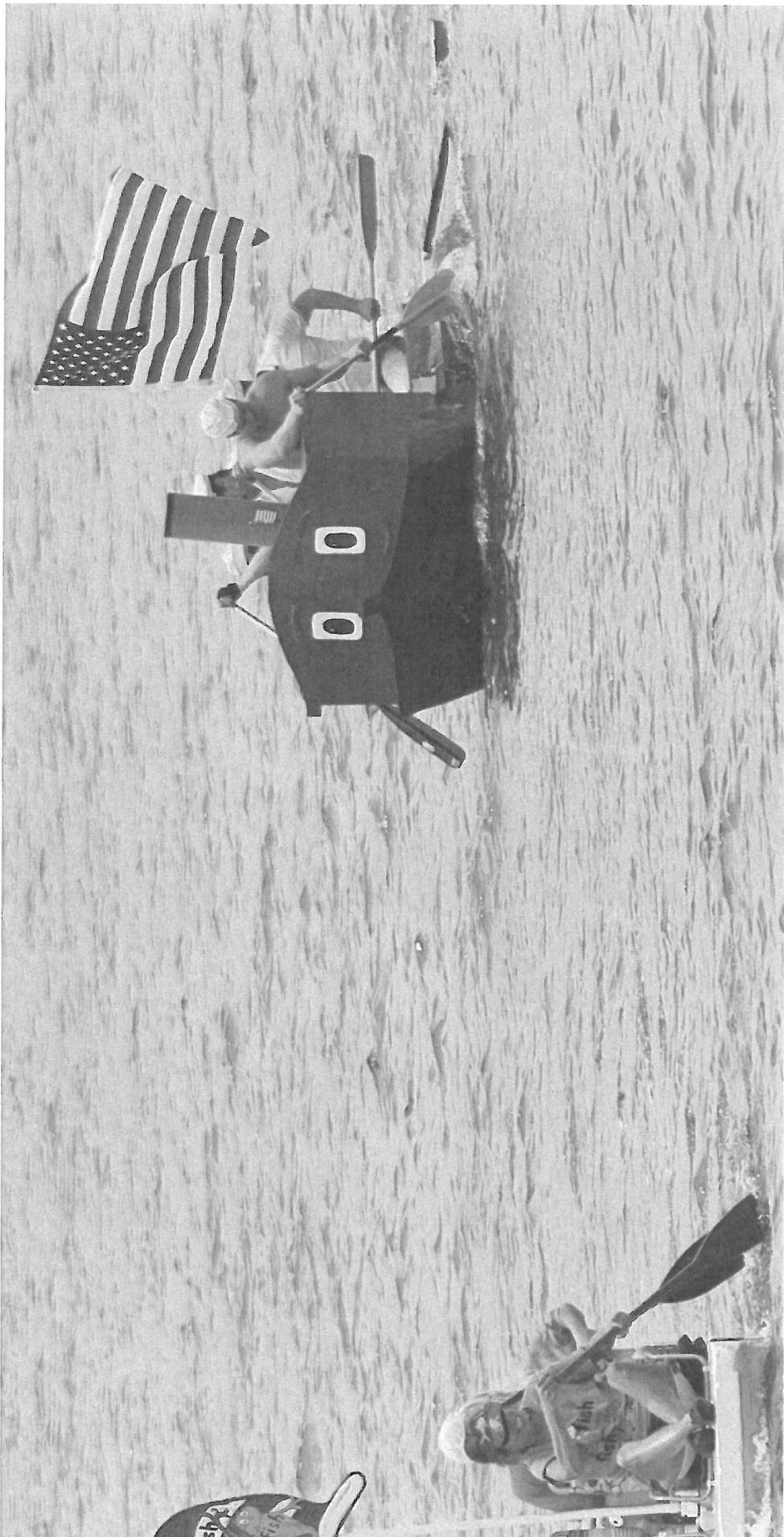
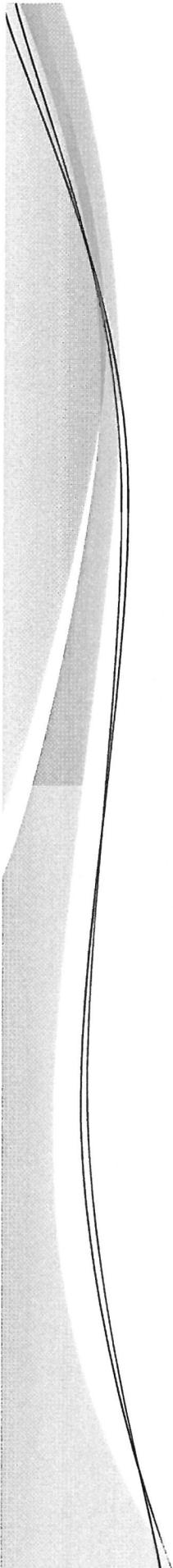




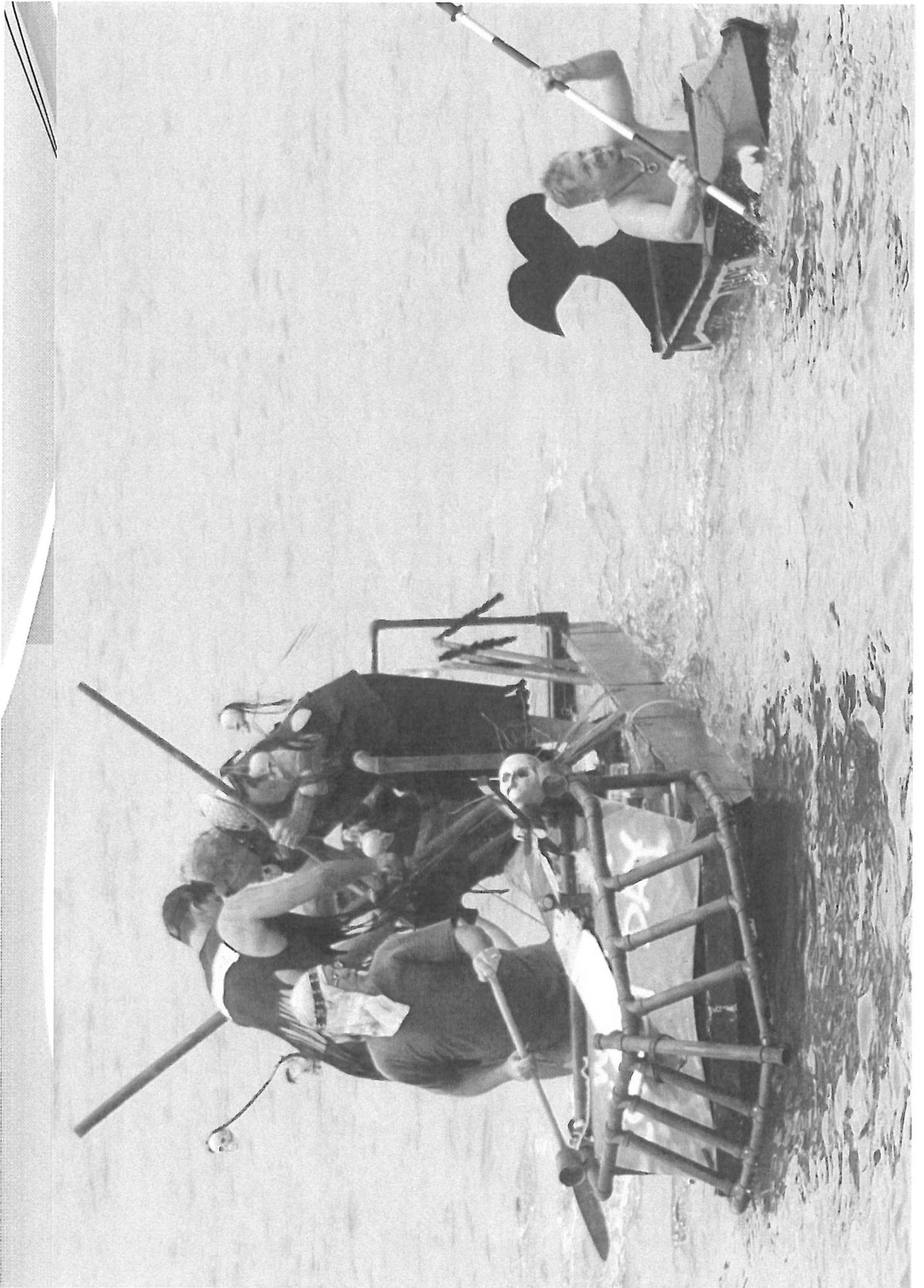


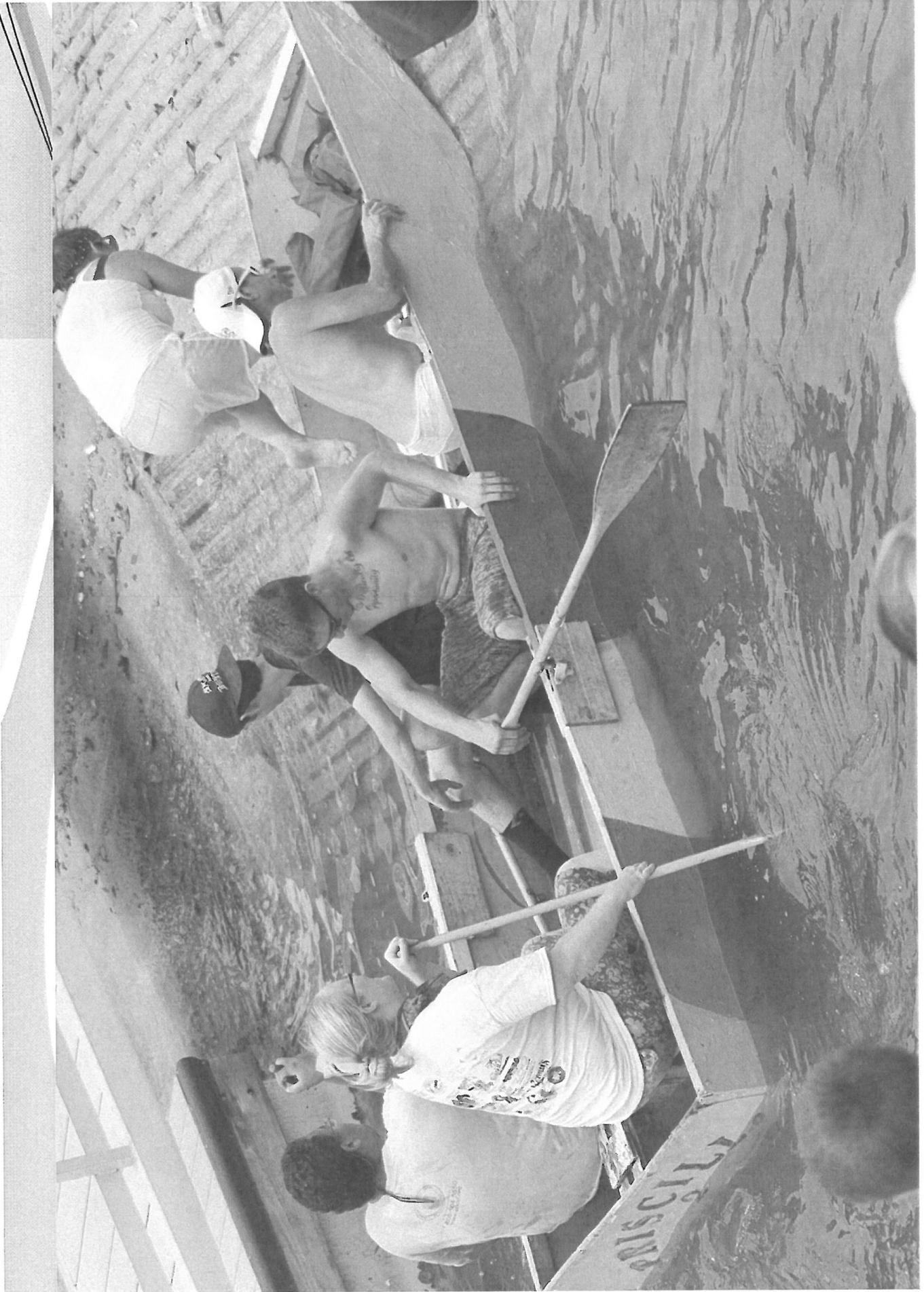






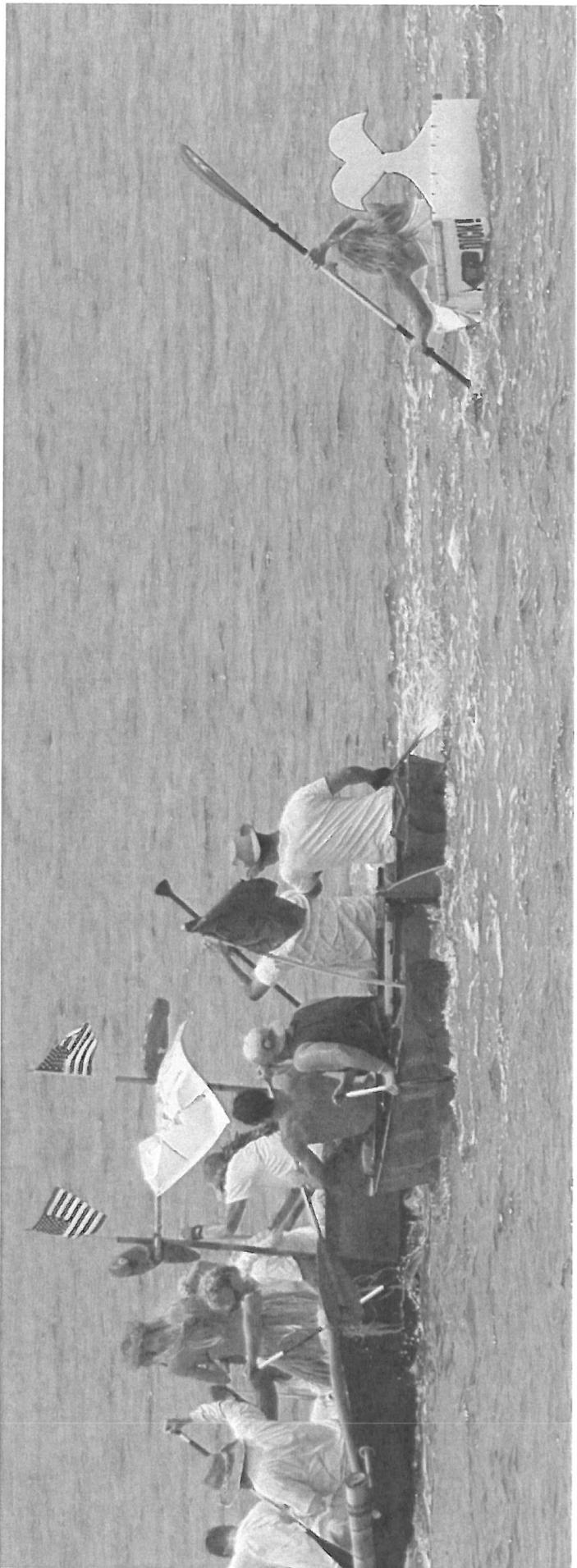
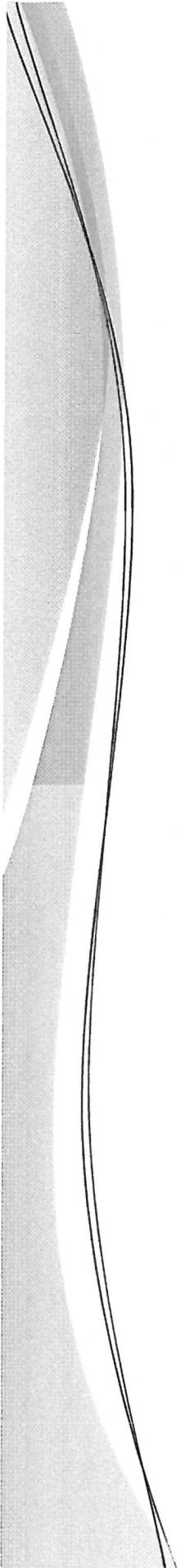




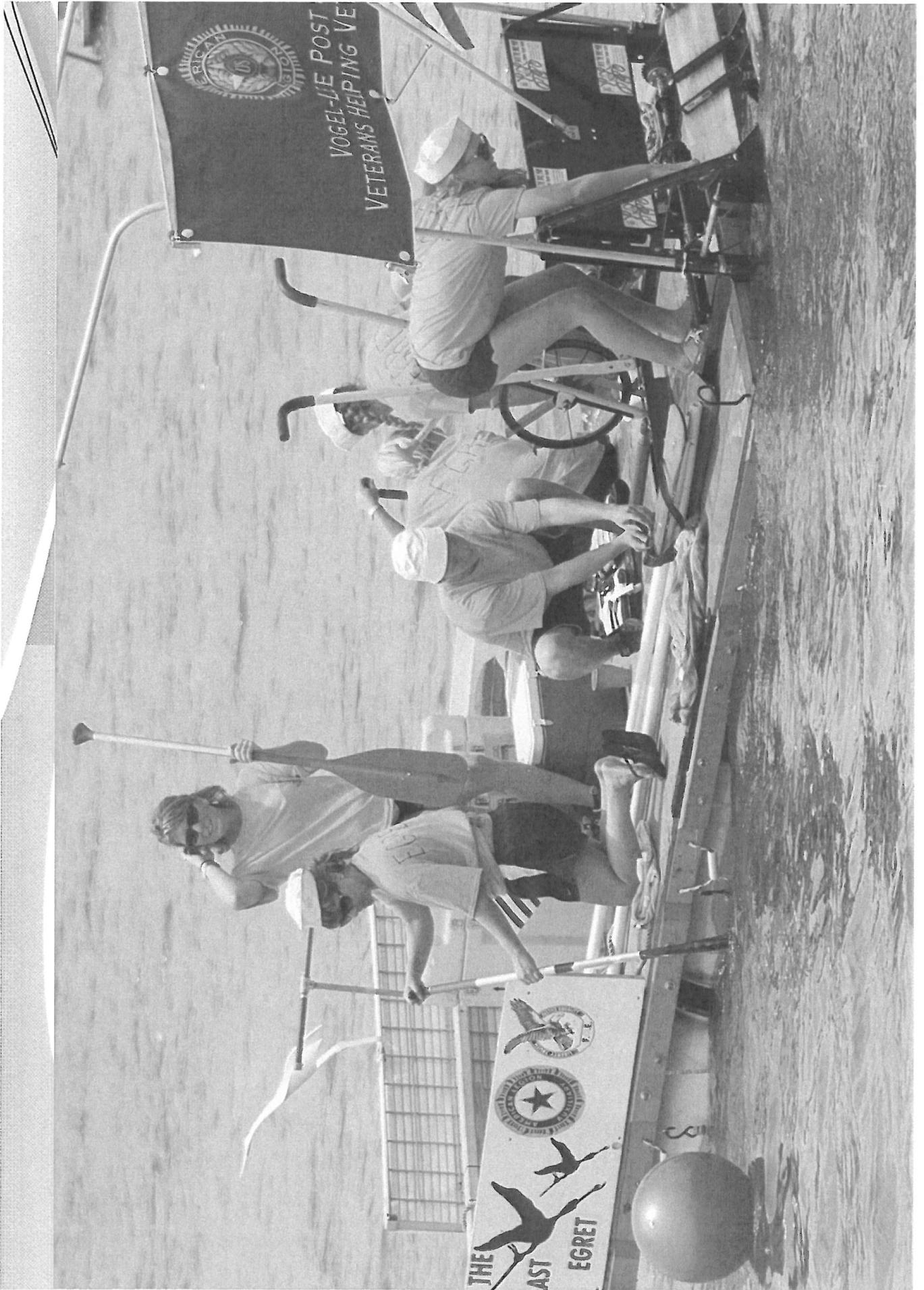








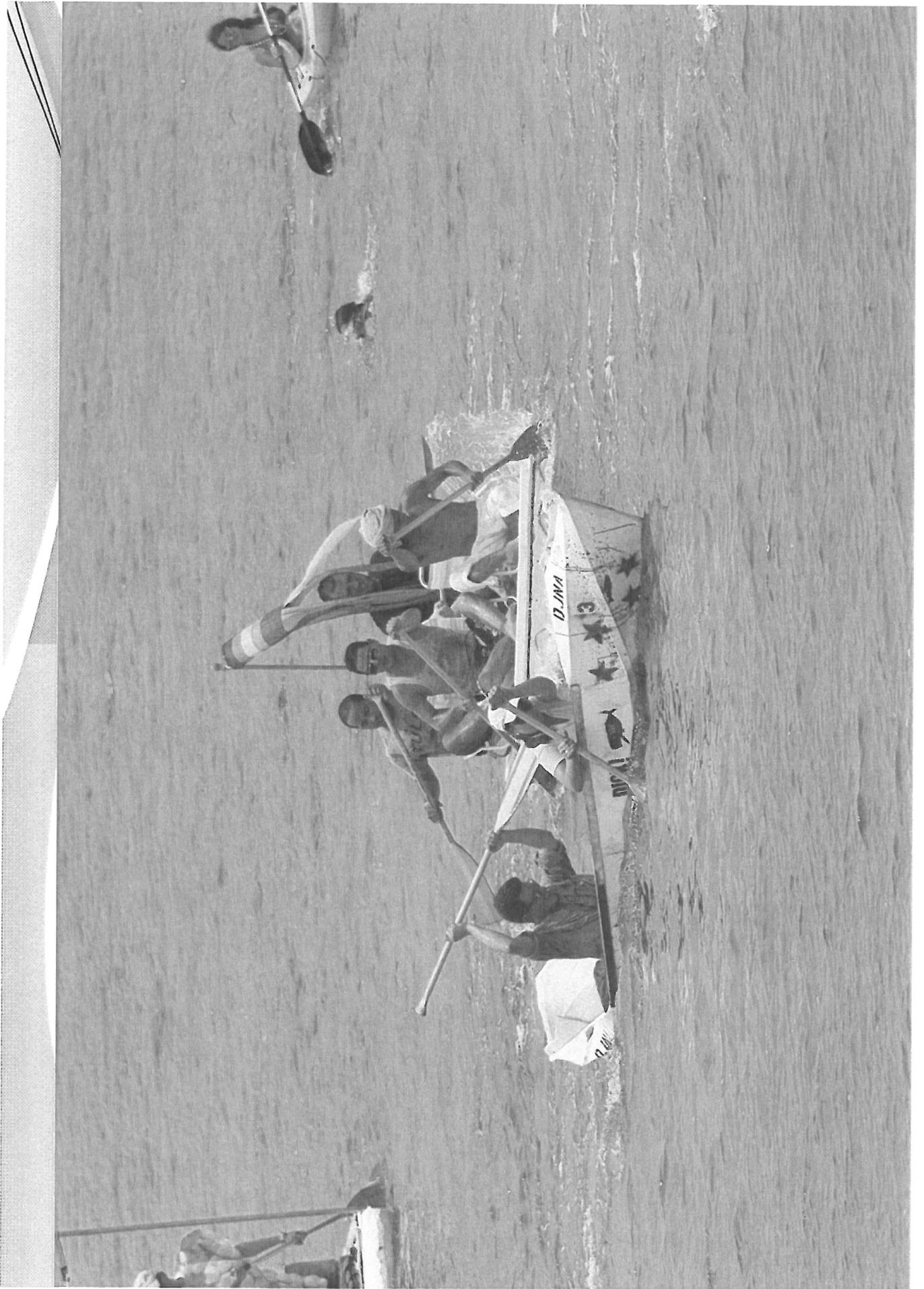




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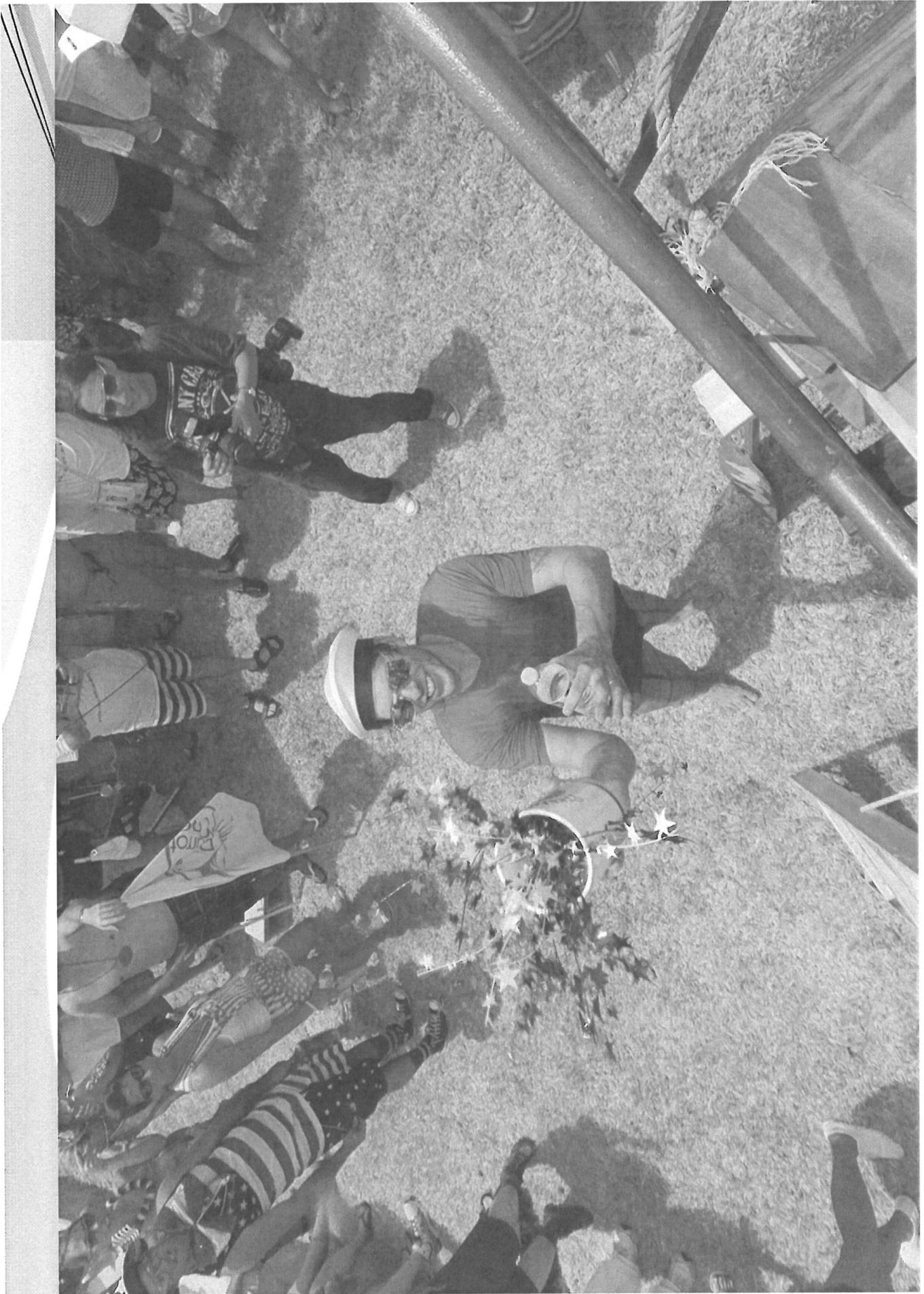








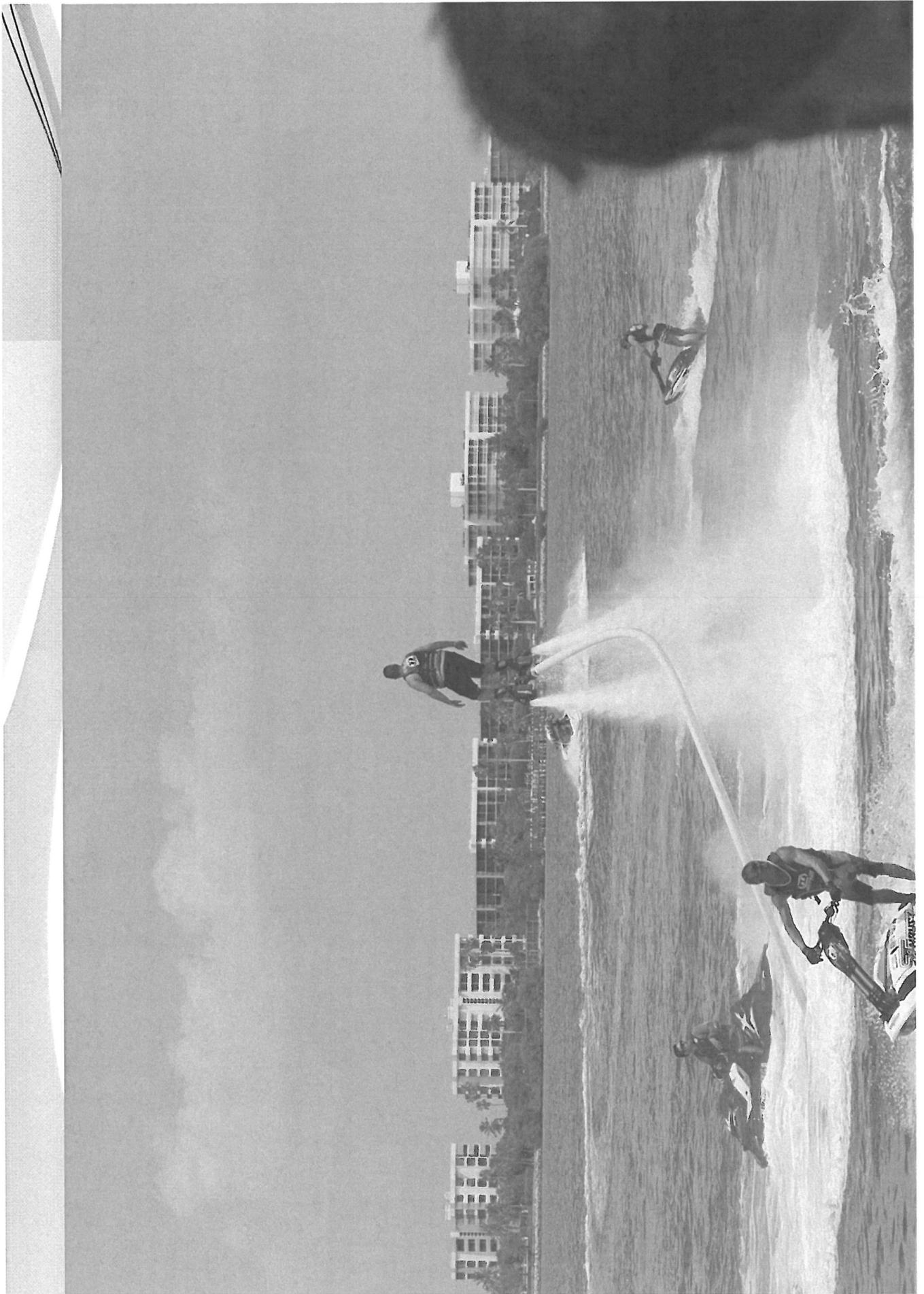


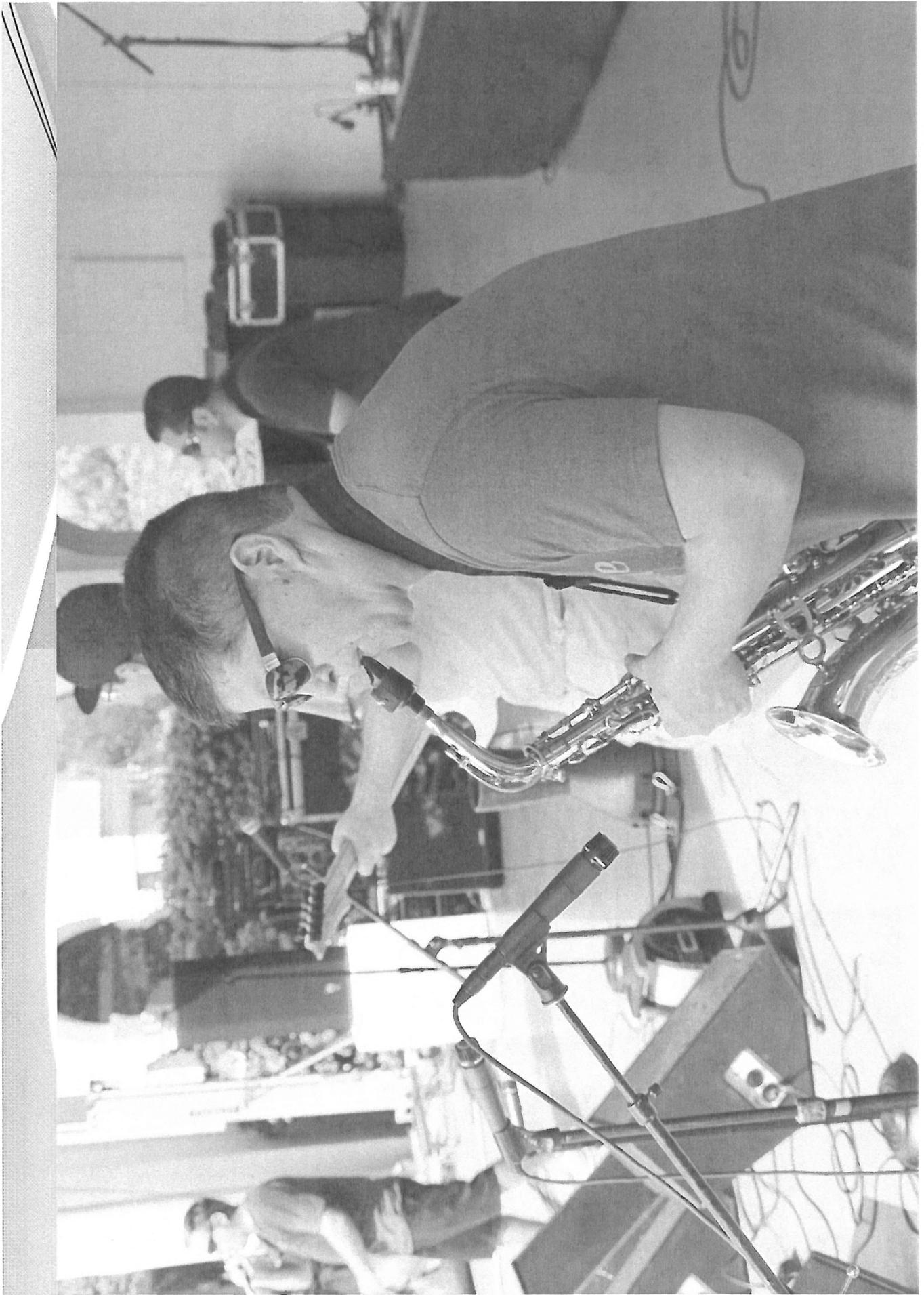


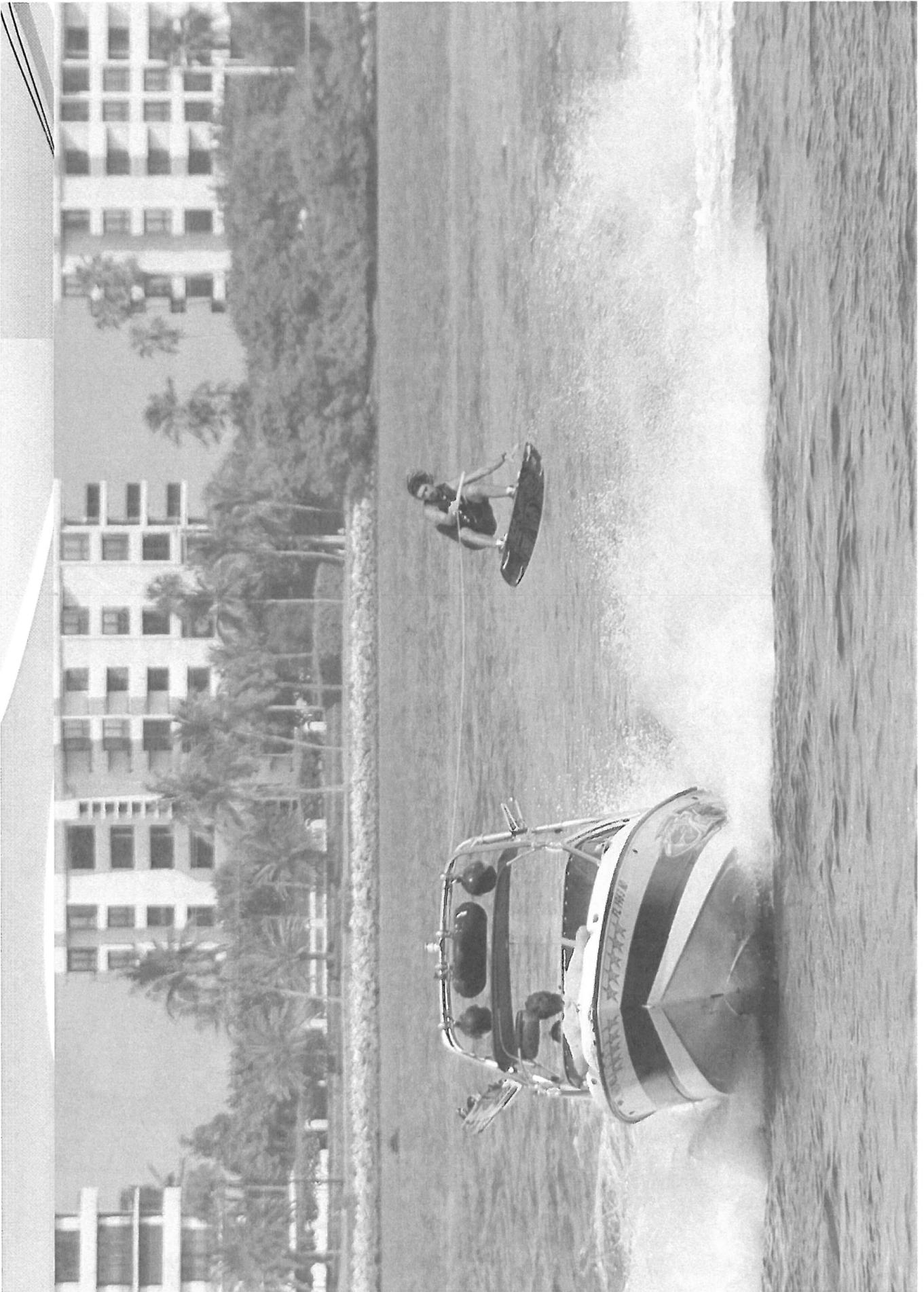












**MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
JUNE 2, 2015 – 6:00 PM**

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, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

2. INVOCATION:

The invocation was offered by Pastor Jason Fairbanks, First Congregational Church.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Ryan Maier.

4. AGENDA - Additions/Deletions/Reordering:

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to accept the agenda as submitted.

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

5. PRESENTATIONS:

A. Lake Worth High School Class of 1965 Artist Clarence Measelle will present donated historical art work to the City

Vice Mayor Maxwell announced that he had attended a recent Lake Worth High School's 50th anniversary class reunion. The highlight of the reunion was his acceptance, on behalf of the City, of a piece of artwork by Clarence Measelle. The artwork was so large that he wanted to have it formally accepted during a Commission meeting.

Clarence Measelle thanked John and Carole Wright for donating his H.C. Pence painting. He said it was an honor to have his painting hung in City Hall. He cited various past businesses and a drive-in theater that were located in the City.

Comments/requests summaries:

1. City Manager Bornstein commented that the artwork could be hung in the City Hall hallway or City Hall Conference Room.
2. Vice Mayor Maxwell commented that there had been discussion about hanging it in the Library and other areas on a rotating basis.
3. Commissioner McVoy suggested hanging the artwork at the Casino Ballroom as part of the rotation or on permanent display.

B. Flag Day ceremony at Bryant Park by the Lake Worth Scottish Rite

Michael Gribbet, Lake Worth Scottish Rite, explained that they had been a citizen of the City for 97 years. In 2008, the City gave the Scottish Rite the honor of celebrating Flag Day. This year, the Flag Day ceremony would be held on June 14, 2015, at Bryant Park. The event began at 6:30 PM and the pledge of allegiance was scheduled at 7:00 PM. He asked the Commission to help the Scottish Rite get the word out. He invited everyone to visit a 1770 flag that was hung in his office at the Scottish Rite Center on North D Street. He asked that power at Bryant Park be turned on during the celebration. He announced that members of the Scottish Rite would be distributing a booklet on freedom during Evenings on the Avenue.

Comments/requests summaries:

1. Mayor Triolo suggested Commission meetings be held at the Scottish Rite when their meetings needed to be held away from City Hall.
2. City Manager Bornstein commented that he would verify with staff that flags would be installed on poles and entryway signs around the City between Flag Day through July 4, 2015.
3. Commissioner McVoy thanked the Scottish Rite for their support of the Gray Mockingbird garden.

C. Update provided by the Library Board

Mark Parrilla, Library Board member, provided information on the amount of money remaining in the Simpkin Library Trust Fund, attendance, programs offered, hours of operation, events held, and improving users' experiences. He invited volunteers to help with programs.

Comments/requests summaries:

1. Commissioner Amoroso requested updates by the Library Board be scheduled when the Librarian could be present because he had questions

about fund raising.

2. Commissioner Amoroso commented that he gave the Librarian a pile of grant information that would apply to the Librarian. He asked if the Librarian was able to work on them.
3. Commissioner Amoroso commented that a grant to cover the Librarian would end soon and there was a need to talk about it during the budget discussions.
4. Commissioner Amoroso asked if the Librarian, Library Board, or Friends of the Library had any thoughts about how to replace the Librarian or how to continue the grant.
5. Commissioner Amoroso requested his questions be answered since the elected officials were in budget sessions and there was a need to make decisions based around the Library.

D. Vice Mayor Scott Maxwell to announce recipients of the 2015 Resident Education to Action Program (REAP) grants

Vice Mayor Maxwell said neighborhood associations were active in the City. He announced that the recipients of the 2015 Resident Education to Action Program (REAP) grants were Bryant Park, College Park, Downtown Jewel, Parrot Cove, Pineapple Beach, Royal Poinciana, and South Palm Park Neighborhood Associations; Cottages of Lake Worth, Inc.; Lake Worth Visitor's Center; Neighborhood Association Presidents Council; and Friends of the Library of the City of Lake Worth.

Mary Lindsey explained that this was a collaborated effort by neighbors. She announced that there would be five new neighborhoods involved in the Crime Watch program. She displayed a "Take a Book, Leave a Book" mobile "Little Free Library" box and said 34 boxes would be placed throughout the City.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Vice Mayor Maxwell: announced his attendance at the Memorial Day service by the American Legion in Lake Worth and Boynton Beach; encouraged everyone to attend the services held and for everyone to think about those individuals who served the country; said he continued to attend neighborhood association meetings and that there was a lot of excitement about the annual raft race held on July 4th; and announced the City's raft theme would be "The Grapes of Raft."

Commissioner McVoy: announced his attendance at the Lake Worth Memorial Day service; said he wanted to reiterate his request for the Commission to reexamine the way advisory board members were appointed and to go back to the Commission interviewing advisory board members

during public meetings so that everyone got to meet them and could see the collective “sweet” list of talent; and said the method to appoint advisory board members could be something similar, but improved.

Commissioner Amoroso: announced his attendance at the Memorial Day service, said attendance was lacking, and encouraged everyone to attend in the future; said he attended a May 30, 2015, clean up event on H Street and that there were over 40 volunteers, announced the next clean up event was on June 13, 2015, in the Downtown Jewel neighborhood, and another clean up event was scheduled in July in the Mango Groves neighborhood; commented that he spoke at the Downtown Jewel Neighborhood Association meeting; announced that he was sworn in as a Board of Director of the Palm Beach League of Cities; reported that he was lobbying in Washington, DC on behalf of the National League of Cities and Lake Worth to bring more tax dollars to cities, said over \$30 billion was identified in 2013 as not going back to cities, and Congress was being called on to invest in local transportation priorities and municipal bonds; said he would be meeting with Congresswomen Lois Frankel about sober homes and the beach next week; announced his attendance at a ground breaking event today for the Lucente Townhome development behind the Post Office; commented that he was the Commission's liaison on the Beach and Casino Invitation To Negotiate (ITN) Selection Committee, said there was direction to bring the issue up at a Commission meeting, the Commission needed to discuss the ITN's recommendations, and that there was a lot of public comment about hearing from all three proposals, which was not one of the Selection Committee's recommendation; and he distributed information on how to access a prior traffic study and asked the Commission to read it.

Comments/requests summaries:

1. Mayor Triolo commented that the ITN issue needed to be brought back to the Commission as an agenda item, but perhaps a decision could be made to hear from the three proposers without being on an agenda.
2. Commissioner Amoroso commented that the Selection Committee's recommendations, including any negotiation for the Casino Ballroom needed a parking study to identify what was needed or what may not be needed.
3. Commissioner McVoy commented that discussion during the ITN's meetings were about traffic and capacity studies.
4. Mayor Triolo commented that this item was not on the agenda, so the Commission could not vote or move on anything. During the May 12, 2015, Commission work session, the audience said they wanted to hear the proposals. She asked if presentations could be set up without the issue being an agenda item.

City Manager Bornstein replied that, if it was the consensus of the Commission to bring back the three proposals and have presentations, then he would.

Mayor Triolo commented that she wanted to see the three presentations.

5. Vice Mayor Maxwell commented that he and the public wanted to see the presentations. Given the importance of the presentations and issues, he requested a stand-alone public meeting be scheduled.
6. Commissioner McVoy commented that he did not have a problem with scheduling a public meeting to hear presentations as long as there was plenty of notice to the public regardless of whether it was a stand-alone meeting or not. He said it was important to allow public comments, ask questions, and have back and forth discussions.
7. Commissioner McVoy requested a clear, written statement from the City Attorney because he said he would never want the Commission to have set up steps for hearing presentations then be in a position to be sued.
8. Commissioner Maier suggested uploading ITN information onto the City's website versus having a public meeting where the public could speak; however, he said he was open to a public meeting.

Consensus: To schedule a public meeting to hear the three proposals and have presentations.

Commissioner Maier: announced his attendance at the Tropical Ridge and Poinciana Neighborhood Association meetings; said he participated in a May 30, 2015, clean up event and that the next clean up event was scheduled on June 13, 2015; announced his attendance at a public meeting to discuss how to spend a \$35,000 Justice Assistance Grant, said he was surprised that he was the only person who attended, asked how to get the word out so that more people would attend these meetings and provide their input; commented that during his campaign, he heard from the public about getting the word out and getting them involved; said he wanted to hear the public's ideas and to let him and other Commissioners know how to get them more involved in the process; commented that he supported revisiting the advisory board member appointment process, said it was a way for him to connect, as a former board applicant, to the other Commissioners; and supported continuously working to make the process more effective.

Mayor Triolo: announced her attendance at the Memorial Day service and thanked the Junior Reserve Officers' Training Corps (JROTC), Grounds Division staff, and Boy Scouts of America for cleaning Pinecrest Cemetery; announced an Action Forum coordinated by Bridges at Lake Worth at South Grade Elementary School on June 4, 2015, to discuss child abuse and neglect prevention; announced the June 13, 2015, Kids Summer Fund Day

event at the Gray Mockingbird Garden on North D Street; said she attended a Metropolitan Planning Organization meeting last week, a strategic plan for roadway projects would be discussed during their June meeting, and a vote would be taken in July; announced her attendance at several neighborhood association meetings as the Commission's liaison to the Neighborhood Association Presidents Council; commented that she would attend the June 6, 2015, Neighborhood Association Presidents Council meeting; announced the Education Council would meet next week and the members would be working on finding locations for the creation of more Voluntary Pre-Kindergarten (VPK) classes and middle school age after school programs; and announced her attendance at the Lucente Townhome ground breaking event today.

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

The following individuals commented on various issues written on their comment cards:

Maryann Polizzi thanked Vice Mayor Maxwell and Commissioner Amoroso for diligently following up on sober home legislation in both Tallahassee and Washington, DC. She said Mayor Triolo was phenomenal and thanked her along with all of the other Commissioners for attending other meetings. She commented that it was important for all of the Commission members to attend neighborhood association meetings. The Palm Beach Sheriff's Office personnel attended neighborhood association meetings. She said there was a special meeting held for businesses located east of Federal Highway that upset the South Palm neighborhood residents.

Katie McGiveron said she was told that the Community Redevelopment Agency (CRA) did not have funds to clean up one of their lots. She advocated for the Commission to take over the CRA because their financial books were currently not open to the public for inspection, but they would be open if the Commission served as the CRA. She said there was a new County policy about spaying and neutering feral cats.

Tammy Pansa commented that it would be great for Lake Worth if the City had a Public Information Officer. She said a lot of news began as editorials rather than factual. The City could do a great service by having an Information Officer and to include more website activities. She said the Beach and Casino Invitation To Negotiate's Selection Committee members asked why there was no discussion between them and the Commission during the May 12, 2015, Commission Work Session. She also asked what the Commission thought about the Selection Committee.

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Peter Timm, Loretta Sharpe, Mary Lindsey, and John Szerdi.

8. APPROVAL OF MINUTES:

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

- A. City Commission Meeting – May 5, 2015**
- B. City Commission Work Session – May 12, 2015**
- C. City Commission Meeting – May 19, 2015**

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

9. CONSENT AGENDA:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve the Consent Agenda.

- A. Resolution No. 23-2015 – submit two Fiscal Year 2017 Small Matching Historic Preservation Grant applications**

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

RESOLUTION NO. 23-2015 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF TWO APPLICATIONS TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES FOR GRANT FUNDS PROVIDED THROUGH THE FISCAL YEAR 2017 SMALL MATCHING HISTORIC PRESERVATION GRANTS PROGRAM IN THE AMOUNT OF UP TO \$50,000; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

- B. Resolution No. 24-2015 – Amendment 002 to the CDBG Interlocal Agreement for the 7th Avenue South Roadway Improvements project**

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

RESOLUTION NO. 24-2015 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AMENDMENT 002 TO THE 7TH AVENUE SOUTH RECONSTRUCTION PROJECT INTERLOCAL AGREEMENT TO INCREASE THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FROM \$450,750 TO \$480,750, TO EXTEND THE PROJECT COMPLETION DATE TO MAY 31, 2016, AND TO REPLACE SECTIONS 9 AND 10 WITH NEW TERMS CONSISTENT WITH PALM BEACH COUNTY POLICY; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 002; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

- C. Increase Purchase Order to GT Supplies for additional dumpster and**

roll-off container repairs

- D. Amendment to Agreement with Alcalde & Fay, Ltd. for temporary suspension of services**
- E. Waiver of conflict for Baker, Donelson, et al to assist the City with FEMA de-obligation/disallowance of disaster assistance**
- F. Task Order No. 13 with Mock Roos and Associates for design phase services for the Water Treatment Plant High Service Pump Improvements**
- G. Task Order No. 14 with Mock Roos and Associates for design and bid phase services for the Wastewater Pump Station #4 Replacement**
- H. Ratify board members to various City advisory boards**

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

10. PUBLIC HEARINGS:

There were no Public Hearings items on the agenda.

11. UNFNISHED BUSINESS:

There were no Unfinished Business items on the agenda.

Comment/request summary:

- 1. Commissioner McVoy requested the Commission be allowed to comment on Public Participation of Non-Agendaed Items and Consent Agenda comments.

Mayor Triolo responded that if a Commissioner wanted to allow Commission comments on Public Participation of Non-Agendaed Items and Consent Agenda, then the issue needed to be brought back as an agenda item.

12. NEW BUSINESS:

- A. Authorize the City's Public Services Department to design, engineer and obtain construction phase services for the 6th Avenue South Improvements Project – Federal to Dixie Highways**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to authorize the Public Services Department to proceed with the design, engineering, and construction services of the 6th Avenue South

Improvements Project – Federal Highway to Dixie Highway.

Jamie Brown, Public Services Director, explained that staff was seeking authorization to proceed with the design, engineering, and construction services. Afterwards, a contract for the construction of the project would be brought before the Commission for consideration. He said 6th Avenue South was one of two gateways into the City and was awful. He explained the proposed improvements.

Comments/requests summaries:

1. Commissioner McVoy commented that there was a need for a pedestrian crossing on 6th Avenue South between I-95 and Dixie Highway.
2. Commissioner McVoy commented that he would support this item; however, he would not move forward on the issue without something being done in the western area of 6th Avenue South.

Mr. Brown replied that the City could not do anything along 6th Avenue South between I-95 and Dixie Highway because that portion was a county road.

3. Mayor Triolo commented that the Metropolitan Planning Organization was addressing the pedestrian issue; however, the County Department of Transportation would not address it. She invited everyone to meet with staff and, as a community, gather signatures in order to send the Florida Department of Transportation a report.

City Manager Bornstein replied that he would discuss the issue with staff and report back to the Commission.

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

Loretta Sharpe said there were many problems along 6th Avenue South between Dixie and Federal Highways. One of the biggest problem was not being able to see around bushes that were too high near South K and L Streets.

Yolanda del Sanchez said the intersection of 6th Avenue South and South D Street was horrible. That area was a gateway into the community and she walked her children to school every day. The road between Dixie and Federal Highways were bad and said she was glad to hear that traffic calming devices would be installed there. She commented that South D Street was not made for semi-trucks and there was no ordinance in place to stop speeders. She asked that “no thru truck” signs be installed and to make sure the signs were valid so that they could be enforced by the Palm Beach Sheriff’s Office.

Mark Easton said he could remember, as a child, when 6th Avenue South had a bicycle crossing and when there was no problem crossing the avenue. He suggested reducing the speed limit on 6th Avenue South to 25 miles per hour between I-95 and Federal Highway.

City Manager Bornstein replied that the County would not consider changing the speed limit without a study. The results of the study may show that the speed limit needed to be increased.

Peter Timm said he was surprised that the City was not contracting with Mock Roos & Associates to design the road and that the design work was being done in-house.

John Szerdi said he traveled along 6th Avenue South a lot and many people were trying to cross the avenue. He said there were two traffic lights on 10th Avenue North and asked why the 6th Avenue South corridor did not justify having a second traffic light. This was a four lane highway and tough for pedestrians to cross. He said there was a lot of abandoned housing on 6th Avenue South between Dixie and Federal Highways. He asked that dumpsters between Dixie and Federal Highways not be picked up before 6 AM. He said the area on 6th Avenue South between Dixie and Federal Highways needed more attention than just roadwork.

Comments/requests summaries:

1. Commissioner Amoroso asked that the palm trees located near South K and L Streets be identified because travelers could not see around them.
2. Commissioner Amoroso requested staff look into why there was an extra traffic light on 10th Avenue North but not on 6th Avenue South.
3. Commissioner McVoy commented that people were concerned about Lake Worth and making neighborhoods a better quality of life.
4. Commissioner McVoy asked if the City could go against the "green book" which set speed limit standards and if the City could, then it should. He suggested putting pressure on the County to reduce the speed limit and install a second traffic light.
5. Vice Mayor Maxwell suggested creating a notruck route ordinance to prohibit trucks through certain areas and to begin with those streets that would be easier.

Vote:

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

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION:

1) Update on the electric utility system

No update was provided.

Comment/request summary:

1. Commissioner Amoroso requested that updates on the electric system be scheduled in the future.

City Manager Bornstein replied that an update could be scheduled at the next meeting.

B. CONSENT AGENDA:

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

C. PUBLIC HEARING:

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

D. NEW BUSINESS:

There were no Lake Worth Electric Utility New Business items on the agenda.

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia did not provide a report.

15. CITY MANAGER'S REPORT

A. June 16, 2015 – draft Commission agenda

City Manager Bornstein provided the following report:

- Announced that the Palm Beach County League of Cities presented City Attorney Torcivia with an Associate Member of the Year award for exemplary involvement and support to the priorities and programs of the League of Cities. He thanked the City Attorney for his continued service and dedication.
- Announced a plan to split the amount of resident beach decal parking spaces between the lower west and lower south end lot areas. He said the split would require changing signage without a tremendous cost to the

City.

Comments/requests summaries:

1. Commissioner Maier asked for the process to be streamlined and to mail information to everyone who had a beach decal sticker.
2. Commissioner Amoroso commented that the Palm Beach Sheriff's Office personnel did not have a problem parking because they could park anywhere. He said the problem was getting into the beach area because of traffic.
3. Mayor Triolo commented that, if the City was looking at adjusting the beach parking or traffic pattern, then she asked why change the beach decal parking area.
4. Vice Mayor Maxwell asked if Beach and Casino tenant parking and installing parking booths would be looked into if a traffic study was done.

City Manager Bornstein replied that everything came with a cost. He asked who would design a traffic pattern and who would pay. He said there would be impacts no matter what the Commission decided.

5. Commissioner McVoy asked for information on paying the beach debt and on parking fees be included in the ITN proposal discussion. He also requested the public be asked what they wanted at the beach.

16. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to adjourn the meeting at 8:10 PM.

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

PAM TRIOLO, MAYOR

ATTEST:

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: July 14, 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
BUDGET WORK SESSION NO. 2
JUNE 9, 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 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 and City Clerk Pamela Lopez.

2. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Vice Mayor Maxwell.

Comments/requests summaries:

1. Vice Mayor Maxwell asked to talk about an article in the Palm Beach Post about an elected official at this meeting. He said there were serious allocations of special treatments levied in the news. He commented that those were serious accusations that needed to be addressed.
2. Mayor Triolo commented that this was a budget work session. Every story had two sides and both sides should be explored. She asked if there was anything pending, from a legal standpoint, which needed to be addressed.

City Manager Bornstein replied that this was a budget work session.

3. Mayor Triolo commented that the issue could be added to the June 16, 2015, Commission agenda. If the news was new, then she suggested Vice Mayor Maxwell talk to the City Manager to find out what was going on, if it was viable, or if the Commission needed to make a decision.

Vice Mayor Maxwell replied that he discussed the issue with the City Manager and that now it “hit the newspaper.”

4. Commissioner McVoy suggested the Commission “stick to the agenda.” Nothing would be gained from hastily responding to a newspaper article.
5. Vice Mayor Maxwell clarified that his request was not to respond to the newspaper article, but to ask the City Manager what needed to be done.

City Manager Bornstein replied that this issue was something that was following the process. He said he did not have the appropriate staff present at this budget work session to discuss it.

6. Vice Mayor Maxwell suggested scheduling a special meeting because the issue could only be discussed during a public meeting.

Mayor Triolo replied that the Commission's next meeting was on June 16, 2015. If there was something that was needed to protect the City, then she said the Commission could call for a special meeting. She said she preferred to know the facts before this issue was discussed. She commented that she wanted to make sure the Commission did not stray from the budget business.

City Manager Bornstein replied that if the Commission wanted a special meeting, then they could. Other than that, the issue could be discussed during the June 16, 2015, regular Commission meeting. He said this meeting was a budget work session.

7. Mayor Triolo commented that she wanted to speak to the City Attorney and wanted to understand the dynamics of the issue.
8. Commissioner McVoy commented that he did not want to use up the consultants and audiences time discussing this item. If Vice Mayor Maxwell wanted to have discussion, then he suggested he place it on an agenda.
9. Mayor Triolo agreed to place it on an agenda if everyone contacted the City Attorney.
10. Commissioner McVoy commented that every elected official could put an item on an agenda. It did not need staff to prepare an agenda item.
11. Mayor Triolo commented that the issue could be put on a regular Commission meeting agenda, but said she wanted the entire story researched. She also requested the City Attorney look into the legal allegations.

3. UPDATES/FUTURE ACTION/DIRECTION:

A. Discuss the Fiscal Year 2016 proposed budget

City Manager Bornstein explained that the Commission and public would be viewing a modeling system prepared by Burton and Associates that looked at all of the City's funds with the variables. He said the Commission and staff had a lot of successful discussion at the May 12, 2015, budget work session in order to craft the Fiscal Year 2016 budget.

1) Sanitation Fund

Erick van Malssen, Manager, explained that Burton & Associates looked at seven funds. At the last budget work session, the focus was on the General, Beach, Water, and Electric Funds.

He explained in detail the Sanitation Fund's operating fund and revenue versus expense's cash in and cash out. He commented that there were sufficient funds for Capital Improvement Program (CIP) spending and operating. He commented that the Sanitation Fund was healthy.

Lengthy discussion ensued regarding how much Sanitation Fund monies went into the General Fund; \$650,000 was transferred into the General Fund; consider rolling back some of the end user fees; increase the percentage transferred to the General Fund; the current rate covering truck purchases; the amount of increase required for inflation; and the impact to the General Fund if rates were reduced.

The results of various proposed change scenarios were discussed at length.

Jamie Brown, Public Services Director, explained that staff was proposing a franchise fee for commercial roll off service and cited prior years' losses. He asked the Commission if they supported staff's recommendation to release a Request For Quotes to provide commercial roll off service.

Lengthy discussion continued to ensue regarding keeping a reserve and not reducing the fee, look into adding inflationary rate increases after all the funds were discussed, and where the City's rates were in comparison to the marketplace.

Consensus: To support staff's request to release a Request For Quotes to provide commercial roll off service.

No changes were made to the budget.

2) Stormwater Fund

Erick van Malssen, Manager, explained in detail the Stormwater Fund's operating fund and revenue versus expense's cash in and cash out. He commented that staff had said there would be significant stormwater projects that were not included in their module; however, the Stormwater Fund could handle those projects without any increase in fee. He commented that the Stormwater Fund was healthy.

Lengthy discussion ensued regarding increasing the reserve from four to twelve months.

The results of various proposed reserve and fee increase scenarios were discussed at length.

No changes were made to the budget.

3) Local Sewer Fund

Erick van Malssen, Manager, explained in detail the Local Sewer Fund's operating fund and revenue versus expense's cash in and cash out. He commented that the Local Sewer Fund was healthy.

Larry Johnson, Water Utility Director, explained that staff was working to get proposed rate increases reduced. He said there would be a pass through expense from the County for their East Central Reclamation Facility. The City's portion for the facility would be about \$500,000 which needed to be factored into the Fiscal Year 2016 analysis. He commented that having a four month reserve was reasonable.

No changes were made to the budget.

4) Regional Sewer Fund

Erick van Malssen, Manager, explained in detail the Regional Sewer Fund's operating fund and revenue versus expense's cash in and cash out. He commented that the Regional Sewer Fund was healthy.

Larry Johnson, Water Utility Director, advised that Lake Worth was contractually obligated to provide a copy of Lake Worth's budget to its sub-regional sewer members.

No changes were made to the budget.

5) Other Business

City Manager Bornstein explained that the Commission had asked questions at the last budget work session that staff wanted to answer. The below were requested:

1. The Commission asked for a comparison of other municipalities franchise fees.

City Manager Bornstein responded that municipalities' franchise fees were in the 6-10% range.

2. The Commission asked for the amount of payment in lieu of taxes was paid into the General Fund and for staff to use either "franchise fee" or

“payment in lieu of taxes” titles but not both throughout the budget.

City Manager Bornstein explained in detail the amount of contributions from the Electric, Water, Refuse, Stormwater, and Local Sewer Funds. The total contribution to the General Fund from all of the funds was \$9,138,387, which included the \$5,747,778 contribution just from the Electric Fund. He said the term PILOT “payment in lieu of taxes” would be used throughout the budget instead of “franchise fee.”

3. The Commission asked for an electric rate comparison between Florida Power & Light (FPL) and the City.

City Manager Bornstein explained that staff was trying to get a better handle on the Florida Municipal Electric Association’s (FMEA) rate for Lake Worth, which was \$114 while FPL’s was \$99. He said FMEA did not include a customer service charge. There was a need to add a 10.34% franchise fee to FPL’s bill to cover the City’s payment in lieu of taxes fees amount. He said that when the franchise fee was added to FPL, their bill was \$109.24 compared to the City’s \$114.73. He said Lake Worth’s rate was 5.03% more than FPL’s so reaching electric rate parity would be doable.

Lengthy discussion ensued regarding the public’s perception that Lake Worth’s rates were much more than FPL, helping people find ways to conserve, and asking for electric rate comparisons over the past three years.

4. Could a fire assessment be imposed to pay former Fire/Rescue personnel pension.

City Manager Bornstein explained that there were two components for imposition of a valid special assessment: 1) the property assessed must derive a special benefit from the improvement or service funded by the assessment; and 2) the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit. He said Attorney Heather Encinosa researched the issue of whether funding the pension of retired firefighters directly benefited a property receiving fire services. In Attorney Encinosa’s opinion, an assessment would be a stretch, did not “pass the smell test”, and would be vulnerable to legal challenge on special benefit grounds.

City Manager Bornstein advised that staff would be generating more budget detail in the form of spreadsheets and providing them the Commission a week before the June 30, 2015, next budget work session. He said staff appreciated the Commission’s patience. He asked if the financial numbers could be uploaded to the City’s website.

Michael Burton, Burton & Associates, replied that the information could be uploaded without it being an active interactive site.

City Manager Bornstein commented that there should be another discussion on the budget before the Burton's model screen shots were uploaded. He announced that the next budget work session was on June 30, 2015.

Lengthy discussion ensued regarding uploading screen shots too early because the public would think that they were looking at the final budget and providing middle ground draft budget information on the website.

City Manager Bornstein commented that the screen shots would not be uploaded until after the June 30, 2015, budget work session.

4. ADJOURNMENT:

Consensus: To adjourn the meeting at 7:33 PM.

PAM TRIOLO, MAYOR

ATTEST:

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: July 14, 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
JUNE 16, 2015 – 6:00 PM**

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

1. ROLL CALL:

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

2. INVOCATION:

The invocation was offered by Minister Hopelyn West, New Hope Missionary Baptist Church.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Christopher McVoy.

4. AGENDA - Additions/Deletions/Reordering:

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

- Reorder Consent Agenda, Item D to New Business as Item C; and
- Approve the agenda as amended.

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

5. PRESENTATIONS:

A. PBSO community policing update

Captain Rolando Silva provided an update on the City's crime trend between 2007 and 2014, collaborations, community involvement, and City support.

B. World Peace Pole Installation by the Rotary Club

Patricia Kegan, Rotary Club, invited the City to partner with their newest service project "Making Lake Worth a World Peace Community" with a celebration of World Peace Day on September 20, 2015. The community celebration would be held at City Hall to dedicate a newly constructed

stainless steel world peace pole. She said there were Rotary Clubs doing the same thing all over the world.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Vice Mayor Maxwell: announced his attendance at a Gray Mockingbird event, Navy Reserve appreciation event, several neighborhood association meetings, and Flag Day event; and said he met with two Palm Beach Sheriff Office Captains about putting a Citizen Observer Patrol (COP) program together to get many eyes and ears on the road. He explained that he sent an email after the June 6, 2015, budget work session to elaborate on his comments made during that meeting about Commissioner Maier's code enforcement issue.

City Manager Bornstein responded that Vice Mayor Maxwell sent an email about his concern about the Code Enforcement process being done.

Commissioner McVoy: commented that several people from the public contacted him about their support to prohibit use of plastic bags. He thanked staff and Commissioners for allowing him to attend a Good Government Initiative being held between August and November. He said he attended their inaugural dinner and heard inspiring talks on how to be better leaders.

Commissioner Amoroso: explained that he initiated bringing forward the agenda item to establish regulations or bans on disposal plastic bags. He said he also brought forward an initiative with staff to receive revenue from recyclable items. He said he was currently working with partners to bring green bags to the downtown merchants as a way to wean them off the use of plastic bags. He announced his attendance at several neighborhood association meetings where there was discussion about the impact of sober homes, a Neighborhood Stabilization Program 2 (NSP2) home dedication, and cleanup event in the Downtown Jewel neighborhood. He said door hangers, written in several languages, were distributed in the west side area about the importance of recycling. He commented that volunteers were needed at the soda booths on July 4th and announced that events were scheduled during the entire week leading up to the July 4th's Annual Raft Race. He said, based on an article written, the best place to retire was Wellington; however, the article went on to mention that the best place to eat and patronize was in Lake Worth.

Commissioner Maier: announced his attendance at South Grade Elementary School as part of the Children's Services Council. He said there was a vote taken on how to spend allotted money on child abuse prevention. He commented that it was exciting to hear the many comments and those attending asked for encouragement from the Commission. He announced his attendance at the Downtown Jewel neighborhood cleanup event and suggested other neighborhood associations talk to the individuals who put

together the event because it was very well organized.

Mayor Trolo: announced her attendance at the Tropical Ridge Neighborhood Association meeting, Gray Mockingbird Garden event, and the Scottish Rite Flag Day event. She said she would be attending additional mandatory ethics training on June 17, 2015, and Lake Worth would be hosting a Sister Cities Joint meeting on July 2, 2015, where the members would be discussing connecting corridor issues that affected them all. She announced the Education Committee members met with the Young Men's Christian Association (YMCA's) representatives to help locate and fund the Voluntary Pre-Kindergarten (VPK) program and middle school-age programs. She said she met with authors who would talk about their books in schools and she would be introducing a Mayor's Reading Challenge soon. She announced that the last Florida Department of Motor Vehicle Office in Palm Beach County would be closing on June 26, 2015, and that driver licenses would be issued at the County Tax Collector's Office. She said a new service center would be opening in late fall on South Military Trail in Lake Worth.

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

The following individuals commented on various issues written on their comment cards:

Tom Warnke thanked the Commission for their support of the single use plastic bag resolution on the agenda, said he was a member of the Surfrider Foundation and cited several organizations that he served on to protect coral reefs. He congratulated Commissioner McVoy on his new book.

John Jordan commented that he used to be a legislative member and served on a pension board. He said this Commission was disappointing and ran the meetings like a bridge club. He suggested the City hire an independent Parliamentarian because of Robert's Rules of Order violations. The Chair should rule and not the individual seated as the Chair. He said there had already been two motion violations.

Katie McGiveron commented that Commissioner Amoroso made a hate speech against then candidate Ryan Maier during a public meeting, an individual made a Code Enforcement violation claim against Commissioner Maier, and said she supported Commissioner Maier.

Tim Graviss announced that his firm, JRA Architects from Louisville, KY was hired to do restoration work on the Gulfstream Hotel. He said it was an honor to be involved in the project. He explained that his firm specialized in restoration and was working with the new hotel owners. He said he would do research on the hotel and would listen to the Lake Worth residents.

Jon Faust cited the weeklong events scheduled prior to the 14th Annual Raft Rate on July 4th. He said he was looking forward to seeing everyone there.

Yolando Sanchez Vazquez said she saw a lot of crime on South D Street a couple of years ago, then a street light was installed, but downed during a hurricane. She said there was a large gap where there were no street lights in the 200 block of South C Street, where a Habitat For Humanity home was ransacked before it was dedicated. She said she supported the prevention of 16-wheeler trucks on residential streets.

Mary Watson said she supported Commissioner Maier and her neighborhood, Commissioner Maier was important to her representation, and was surprised that an allegation of Code Enforcement violation was going on in her government. She reminded the Commission that a structure on 1528 Cochran Drive had no roof and only remnants of walls, but nothing was being done. She said she was concerned that there was retribution against Commissioner Maier and that he deserved an apology.

Terry Hamilton thanked the Commission for supporting the prohibition of plastic bags and said there was a need to support keeping Lake Worth's beach clean.

Jessica Hamilton said she was from the Surfrider Foundation and supported the prohibition of plastic bags. She cited information about the use of plastic and plastic bags.

Tracy Conklin thanked Commissioner Amoroso for placing the prohibition of plastic bags on the agenda. She offered help from the Surfrider Foundation.

Richard Stowe said he supported the plastic bag ban as a member of the Surfrider Foundation. He said Captain Charles Moore was the first individual to identify the ecologically negative impact plastic bags had on the ocean.

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Mary Lindsey, Peter Timm, Mark Parrilla, Peggy Fisher, Lynda Mahoney, John Szerdi, Tammy Pansa, and Greg Rice.

8. APPROVAL OF MINUTES:

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

- A. City Commission Work Session – May 19, 2015**
- B. City Commission Budget Work Session – May 30, 2015**

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

Mayor Triolo recessed the meeting at 7:30 PM and reconvened at 7:46 PM.

9. CONSENT AGENDA:

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve the Consent Agenda, less Item D.

A. Resolution No. 25-2015 – submit Fiscal Year 2015 Edward Byrne Memorial Justice Assistance Grant program application

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

RESOLUTION NO. 25-2015 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE FOR GRANT FUNDS PROVIDED THROUGH THE FISCAL YEAR 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM IN THE AMOUNT OF \$30,167; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

B. Resolution No. 26-2015 – support legislation to establish regulations or ban of disposal plastic bags

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

RESOLUTION NO. 26-2015 OF THE CITY OF LAKE WORTH, FLORIDA, SUPPORTING HOUSE BILL 661, AND COMPANION SENATE BILL 966, AUTHORIZING A PILOT PROGRAM FOR COASTAL MUNICIPALITIES TO REGULATE OR BAN THE USE OF DISPOSABLE PLASTIC BAGS; AND PROVIDING AN EFFECTIVE DATE

C. Final Plat map application for the Waterville Townhomes project

D. (Reordered to New Business as Item C) Proposal with Mock Roos and Associates for Wellfield Modeling Services to Evaluate Future Sea Level Rise Effects

E. Task Order No. 4 with Mathews Consulting, Inc. for plan development, bid, and field phase services for the Mechanical Integrity Testing (MIT) for the Deep Injection Well

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

10. PUBLIC HEARINGS:

A. Ordinance No. 2015-04 – First Reading and First Public Hearing – amend various sections and tables in the City’s Land Development Regulations; and schedule the second public hearing date for July 14, 2015

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2015-04 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES BY AMENDING ARTICLE 1 DIVISION 2, SECTION 23.1-12, DEFINITIONS; ARTICLE 2, DIVISION 1, SECTION 23.2-36, PROVIDING FOR REZONINGS OF LAND AND FUTURE LAND USE MAP (FLUM); ARTICLE 3, DIVISION 1, SECTION 23.3-6, USE TABLE; ARTICLE 3, DIVISION 6, SECTION 23.3-25, MIXED USE PLANNED DEVELOPMENT; ARTICLE 4, SECTION 23.4-10, PROVIDING FOR OFF-STREET PARKING; ARTICLE 4, SECTION 23.4-4, FENCES WALLS AND GATES; ARTICLE 4, SECTION 23.4-13, TOWNHOUSES; ARTICLE 4, SECTION 23.4-18, “PORTABLE STORAGE UNITS”, PROVIDING FOR REGULATIONS REGARDING PORTABLE STORAGE UNITS; ARTICLE 5, “SUPPLEMENTAL REGULATIONS”, SECTION 23.5.1(i) “NONCONFORMING SIGNS”; AMENDING SECTION 23.5-4 “HISTORIC PRESERVATION” SECTION 23.5-4(s) “PENALTIES”; ARTICLE 6, SECTION 23.6-8, PROVIDING FOR SEA TURTLE PROTECTION; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2015-04 on first reading and first public hearing and schedule the second reading and second public hearing date for July 14, 2015.

William Waters, Community Sustainability Director, explained that this was the second round of updates to bring forward an ordinance to amend general provisions, administration, zoning districts, development standards, and supplemental regulations in the City’s Land Development Regulations. He said the ordinance also revised the City’s permitted use table, historic preservation, and environmental regulations. He explained in detail the changes.

Comments/requests summaries:

1. Commissioner McVoy commented that there were a lot of changes to the Land Development Regulation and recommended not passing the ordinance at this time and scheduling it to a work session. He said he would not support this ordinance as presented.

2. Mayor Triolo suggested this ordinance be scheduled to a work session.
3. City Attorney Torcivia commented that Exhibits A and I affected two lawsuit settlements. He suggested this ordinance could be approved on first reading and staff could bring back a “watered down version” during second reading to address all issues.
4. Commissioner Amoroso requested the motion be amended to approve the ordinance on first reading with just Exhibits A and I.
5. City Attorney Torcivia commented that the Commission could either postpone the ordinance to allow staff time to bring back a clean noncontroversial ordinance or the Commission could vote on those items that had Commission consensus. From the discussion, he said the Commission had concerns about the Future Land Use Map, Historic Resources Preservation penalties, and sea turtle protection.

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

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Maxwell to delete Section 23.2.36 *Rezoning of Land and Future Land Use Map*, Section 23.3.25 *Mixed Use Planned Development*, Section 23.5-4(s) *Penalties and Enforcement*, and Section 23.6-8 *Sea Turtle Protection*; approve amended Ordinance No. 2015-04 on first reading and first public hearing; and schedule the second reading and second public hearing date for July 14, 2015.

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

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

Katie McGiveron said she was relieved to hear that the zoning provision would only affect properties east of Dixie Highway. She commented that it was disheartening when municipalities disregard what neighborhoods want.

Commissioner Amoroso left the meeting at 8:40 PM.

Lynda Mahoney commented that, since the Commission was not moving forward on the sea turtle protection issue tonight, she asked that the issue of providing some type of year round lighting at the beach be addressed. She said Planned Unit Development could be allowed in all zoning districts, including residential; and spoke about criminal consequences in the Historic Resources Preservation Board provision.

Commissioner Amoroso returned to the meeting at 8:43 PM.

11. UNFNISHED BUSINESS:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

A. Resolution Nos. 27-2015 through 35-2015 – declaring acquisition of land as necessary for the widening and construction of Boutwell Road improvements

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

RESOLUTION NO. 27-2015 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE ACQUISITION OF A PARCEL OF LAND DESIGNATED PARCEL 1 AS NECESSARY FOR THE WIDENING AND CONSTRUCTION OF IMPROVEMENTS TO BOUTWELL ROAD TO BE FOR A PUBLIC USE AND PURPOSE, AUTHORIZING THE EMPLOYMENT OF APPRAISERS AND OTHER EXPERTS AND THE FILING OF EMINENT DOMAIN PROCEEDINGS; AND FOR OTHER PURPOSES.

RESOLUTION NO. 28-2015 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE ACQUISITION OF A PARCEL OF LAND DESIGNATED PARCEL 7 AS NECESSARY FOR THE WIDENING AND CONSTRUCTION OF IMPROVEMENTS TO BOUTWELL ROAD TO BE FOR A PUBLIC USE AND PURPOSE, AUTHORIZING THE EMPLOYMENT OF APPRAISERS AND OTHER EXPERTS AND THE FILING OF EMINENT DOMAIN PROCEEDINGS; AND FOR OTHER PURPOSES.

RESOLUTION NO. 29-2015 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE ACQUISITION OF A PARCEL OF LAND DESIGNATED PARCEL 19 AS NECESSARY FOR THE WIDENING AND CONSTRUCTION OF IMPROVEMENTS TO BOUTWELL ROAD TO BE FOR A PUBLIC USE AND PURPOSE, AUTHORIZING THE EMPLOYMENT OF APPRAISERS AND OTHER EXPERTS AND THE FILING OF EMINENT DOMAIN PROCEEDINGS; AND FOR OTHER PURPOSES.

RESOLUTION NO. 30-2015 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE ACQUISITION OF A PERMANENT EASEMENT IN AND TO A PARCEL OF LAND DESIGNATED PARCEL 19E AS NECESSARY FOR THE WIDENING AND CONSTRUCTION OF IMPROVEMENTS TO BOUTWELL ROAD TO BE FOR A PUBLIC USE AND PURPOSE, AUTHORIZING THE EMPLOYMENT

OF APPRAISERS AND OTHER EXPERTS AND THE FILING OF EMINENT DOMAIN PROCEEDINGS; AND FOR OTHER PURPOSES.

RESOLUTION NO. 31-2015 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE ACQUISITION OF A PARCEL OF LAND DESIGNATED PARCEL 20 AS NECESSARY FOR THE WIDENING AND CONSTRUCTION OF IMPROVEMENTS TO BOUTWELL ROAD TO BE FOR A PUBLIC USE AND PURPOSE, AUTHORIZING THE EMPLOYMENT OF APPRAISERS AND OTHER EXPERTS AND THE FILING OF EMINENT DOMAIN PROCEEDINGS; AND FOR OTHER PURPOSES.

RESOLUTION NO. 32-2015 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE ACQUISITION OF A PERMANENT EASEMENT IN AND TO A PARCEL OF LAND DESIGNATED PARCEL 20E AS NECESSARY FOR THE WIDENING AND CONSTRUCTION OF IMPROVEMENTS TO BOUTWELL ROAD TO BE FOR A PUBLIC USE AND PURPOSE, AUTHORIZING THE EMPLOYMENT OF APPRAISERS AND OTHER EXPERTS AND THE FILING OF EMINENT DOMAIN PROCEEDINGS; AND FOR OTHER PURPOSES.

RESOLUTION NO. 33-2015 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE ACQUISITION OF A PARCEL OF LAND DESIGNATED PARCEL 21 AS NECESSARY FOR THE WIDENING AND CONSTRUCTION OF IMPROVEMENTS TO BOUTWELL ROAD TO BE FOR A PUBLIC USE AND PURPOSE, AUTHORIZING THE EMPLOYMENT OF APPRAISERS AND OTHER EXPERTS AND THE FILING OF EMINENT DOMAIN PROCEEDINGS; AND FOR OTHER PURPOSES.

RESOLUTION NO. 34-2015 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE ACQUISITION OF A PERMANENT EASEMENT IN AND TO A PARCEL OF LAND DESIGNATED PARCEL 21E AS NECESSARY FOR THE WIDENING AND CONSTRUCTION OF IMPROVEMENTS TO BOUTWELL ROAD TO BE FOR A PUBLIC USE AND PURPOSE, AUTHORIZING THE EMPLOYMENT OF APPRAISERS AND OTHER EXPERTS AND THE FILING OF EMINENT DOMAIN PROCEEDINGS; AND FOR OTHER PURPOSES.

RESOLUTION NO. 35-2015 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE ACQUISITION OF A PERMANENT EASEMENT IN AND TO A PARCEL OF LAND DESIGNATED PARCEL 28 AS NECESSARY FOR THE WIDENING AND CONSTRUCTION OF IMPROVEMENTS TO BOUTWELL ROAD TO BE FOR A PUBLIC USE AND PURPOSE, AUTHORIZING THE EMPLOYMENT OF APPRAISERS AND OTHER EXPERTS AND THE FILING OF EMINENT DOMAIN PROCEEDINGS; AND FOR OTHER PURPOSES.

Larry Johnson, Water Utility Director, explained that the resolutions authorized the acquisition of parcels 1, 7, 19, 19E, 20, 20E, 21, 21E, and 28 as a public use and purpose necessary for the widening and construction of Boutwell Road. The resolutions also authorized other necessary actions for the acquisitions and offers for each parcel to be based on 125% of the appraised value of the properties in an amount not to exceed a total of \$201,200.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Resolution Nos. 27-2015 through 35-2015 as well as the attached Schedule of Values providing for offers to the property owners.

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

Peter Timm asked how much money it would cost to acquire the nine parcels and if these were the only properties needed.

Greg Rice reminded everyone that roads needed to be repaired all over the City. The Park of Commerce began in 2004 or longer, the property owners in the Park of Commerce had been paying taxes to the City since they agreed to annex. He said he read an article about 31% of Lake Worth's population being on food stamps. There was a need to find ways for the 31% to earn a livable living. He said he hoped the Commission would support the resolutions.

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

B. Agreement with Lanzo Lining Services, Inc. for Sanitary Sewer Rehabilitation Projects

Larry Johnson, Water Utility Director, explained that this agreement authorized the lining of 100 sanitary manholes and sanitary main improvements for 15th Avenue South, Fordham Drive, and 6th Avenue South interceptor at a cost not to exceed \$1,027,557.60.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve an agreement with Lanzo Lining Services, Inc. for sanitary sewer rehabilitation projects at a cost not to exceed \$1,027,556.60.

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.

C. (Reordered from Consent Agenda, Item D) Proposal with Mock Roos and Associates for Wellfield Modeling Services to Evaluate Future Sea Level Rise Effects

Commissioner Amoroso left the meeting at 9:19 PM and returned at 9:21 PM.

Comments/requests summaries:

1. Commissioner McVoy suggested changing the choice of scenarios and to use the Southeast Florida Regional Compact's high range for the midrange. He also suggested talking to a hydrologist about the high range.
2. Commissioner Amoroso commented that Commissioner McVoy should have had this discussion with staff instead of wasting the Commission's time.

Larry Johnson, Water Utility Director, responded that he had conversations with Commissioner McVoy and others about sea level rise. He said the Southeast Florida Regional Compact program spent a lot of time coming to a recommendation. He recommended staff get from them their low, medium, and high level for a reasonable evaluation without speaking to one scientist. He said the Commission wanted long a term sustainable water source.

3. Commissioner Maier commented that when a Commissioner asked questions it was an opportunity for the audience and many listening to the meeting to hear the answer. He said Commissioner McVoy chose this option and that Commissioner Amoroso should be concerned about himself.
4. Vice Mayor Maxwell commented that if a Commissioner had discussed his concerns with staff, then the issue could have been incorporated into the staff's report and backup material. To change things "on the fly" put four Commissioners at a disadvantage.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to approve a proposal with Mock Roos and Associates for Wellfield Modeling Services to Evaluate Future Sea Level Rise Effects for a price not to exceed \$29,590; to use the low, medium, and high sea level rise estimates for a 50 year time frame from the Southeast Florida Regional Compact revision that was being considered now for the first three scenarios.

Mr. Johnson said there was a wide range of possibilities going into the future. He suggested staff work with the consultants to get four scenarios to

get a broader range of potential impact, and once the results were in, then to see how much of a differential it made.

Comment/request summary:

5. Commissioner McVoy commented that he had no problem with getting a fourth scenario. The logic was how to deal with future uncertainty at a best estimate and best range.

Action: Amended motion made by Commissioner McVoy and seconded by Commissioner Maier to approve a proposal with Mock Roos and Associates for Wellfield Modeling Services to Evaluate Future Sea Level Rise Effects for a price not to exceed \$29,590; to use the low, medium, and high sea level rise estimates for a 50 year time frame from the Southeast Regional Compact revision that was being considered now for the first three scenarios; and to use a fourth scenario based on the highest level estimates for a 50 year time frame, from Obey at the South Florida Water Management District, an increase in Evapotranspiration of 7%, and no change in estimated rainfall.

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

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

Comment/request summary:

6. Mayor Triolo reminded everyone that Commission meetings were not to be used for discovery. All research by the Commission was to have been already done prior to the meetings.

Consensus: To add an update on the electric utility system to the agenda.

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION:

1) (Added) Update on the electric utility system

Walter Gill, Interim Electric Utility Director, explained that Wildan would be providing a draft engineering services report to the City to find professionals who could prepare a Request For Proposal to rebuild the Power Plant. He said a team was selected to review the proposals.

B. CONSENT AGENDA:

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

C. PUBLIC HEARING:

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

D. NEW BUSINESS:

There were no Lake Worth Electric Utility New Business items on the agenda.

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia provide the following report:

- Said he was looking forward to teaching a course on Sunshine Law to the elected officials on June 17, 2015, as part of their additional ethics training.

15. CITY MANAGER'S REPORT

A. July 14, 2015 – draft Commission agenda

City Manager Bornstein provided the following report:

- Said the Commission did not take any action on the installation of a peace pole at the beginning of this meeting. He asked if the Commission supported the pole.

Consensus: To support the installation of a peace pole in front of City Hall.

- Announced that the City's request for \$3.5 million in grant funds for the Park of Commerce was still included in the State's budget and ready for the Governor's signature.
- Announced that staff should be hearing about the City's request for \$1.5 million in Economic Development Administration (EDA) grant funds in July for the Park of Commerce. He said EDA money was not available for neighborhood street improvements.

16. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to adjourn the meeting at 9:42 PM.

Pg. 14, Regular Meeting, 06/16/2015

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

PAM TRIOLO, MAYOR

ATTEST:

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: July 14, 2015

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



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: Finance Department

EXECUTIVE BRIEF

TITLE:

Resolution No. 36-2015 - establish the Proposed Tentative Millage for Fiscal Year 2015-2016 and schedule the first public hearing date for September 15, 2015, and second public hearing date for September 22, 2015.

SUMMARY:

This Resolution will establish the Proposed Tentative Millage Rate of 5.4945, the same rate in the current Fiscal Year budget.

BACKGROUND AND JUSTIFICATION:

Pursuant to §200.065(2)(b), Florida Statutes, the City must advise the Palm Beach County Property Appraiser of the Tentative Operating Millage Rate, as well as the date of the City's first public budget hearing scheduled for September 15, 2015. The Tentative Operating Millage Rate approved at this public hearing establishes the *maximum millage rate* the City may consider and approve during the budget hearings in September. The Tentative Operating Millage Rate may be lowered by the Commission at the hearings, but it cannot be raised (*without additional notice being provided to each taxpayer at a cost of approximately \$15,500 for postage*).

Based on information from the Palm Beach County Property Appraiser's Office, the FY 2016 Operating Roll Back Millage is 5.0628. This Operating Roll-Back Millage is the millage rate that will generate the same property tax revenue that was generated in FY 2015.

With the inclusion of the County Fire MSTU millage 3.4581, the maximum available Operating Millage cannot exceed 6.5419 mills. This year continues a trend that began last year with an increase in the taxable value of real and personal property of approximately 10.47%. This rate will result in an increase in the actual tax revenues collected. The 10.47% is the total increase in taxable value (including CRA district). The increase attributable to the City (outside the CRA) is 8.32%.

The budget and property tax rate adoption process is governed by the State Statute known as Truth In Millage (TRIM). In Florida, properties are assessed by the county Property Appraiser and property taxes are collected by the county Tax Collector. All property is assessed at 100% of real value, which is approximately 85% of market value. The State Constitution restricts the annual increase in taxable value of homestead property to 3% or the increase in the CPI, whichever is less.

Property owners are eligible to receive a homestead exemption of \$25,000 on the first \$25,000 of value of their principal place of residence. In addition, homeowners can receive in whole or in part a second \$25,000 homestead exemption on the third \$25,000 of value of their principal place of residence. For instance, if a home's value is \$50,000 or under, the owner is only entitled to the first exemption. However, for example if the

home is worth \$67,000 or \$75,000, the owner would be eligible to receive the second exemption in the amount of \$17,000 or \$25,000, respectively.

The City is required to hold two public hearings for adoption of a property tax rate and budget. The first public hearing is advertised by the Property Appraiser mailing to each property owner on a TRIM notice. In addition to notification of this first public hearing, the TRIM notice contains the following information:

- The new and prior year's assessed value;
- The tax bill if the current property tax rate is changed for the new year;
- The tax bill if the roll-back rate is levied for the new year; and
- The property tax bill if the proposed budget is adopted.

MOTION:

I move to approve/disapprove Resolution No. 36-2015 and schedule the first public hearing date on September 15, 2015, at 6:00 PM at Lake Worth City Hall.

ATTACHMENT(S):

Fiscal Impact – not applicable

Resolution

Estimated Tax Value

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RESOLUTION NO. 36-2015 OF THE CITY OF LAKE WORTH, FLORIDA, ADOPTING A TENTATIVE OPERATING MILLAGE RATE OF 5.4945 MILLS FOR FISCAL YEAR 2015-2016; ESTABLISHING A DATE AND TIME FOR THE FIRST HEARING ON THE TENTATIVE BUDGET AND PROPOSED MILLAGE RATE; AUTHORIZING THE CITY MANAGER TO SUBMIT THE REQUIRED FORMS TO THE PALM BEACH COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §200.065, Florida Statutes, the City Commission is required to advise the County Property Appraiser of its tentative millage rate, its rolled-back millage rate, and the date, time and place at which a public hearing will be held to consider the proposed millage rate and the City's tentative budget.

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

Section 1. The City Commission hereby adopts a tentative operating millage rate of 5.4945 mills for General Operating Budget purposes for Fiscal Year 2015-2016; which is an 8.53% increase over the Roll Back Rate of 5.0628 mills.

Section 2. The City Commission hereby establishes Monday, September 15, 2015, at 6:00 p.m. as the date and time of the first hearing on the tentative budget and proposed millage rate. The public hearing shall be held at City Hall, 7 North Dixie Highway, Lake Worth, Florida 33460.

Section 3. The City Manager is hereby authorized and directed to submit forms DR-420 (Certification of Taxable Value), DR-420TIF (Tax Increment Adjustment Worksheet) and DR-420 MM-P (Municipality Maximum Millage Levy Calculation) to the Palm Beach County Property Appraiser's Office.

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 this 14th day of July, 2015.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

City of Lake Worth
 Change in assessed values and resulting Ad-Valorem Taxes
 Tax year FY2015/FY2016

	<u>Assessed Value</u>		<u>Total Estimated Ad-Valorem at 95%</u>	<u>CRA Estimate</u>	<u>City Portion</u>
				<u>assessed value</u>	
Certified Final Taxable Value - 2014 after VAB closed	\$1,194,171,369	as of June 25, 2015		141,550,839	1,052,620,530
			Adopted Millage rate 5.49450 \$6,233,306	pymt made 743,192	amt budgeted 5,512,502
Tax year 2015 estimated gross taxable value	\$1,319,250,938	as of June 25, 2015		<u>assessed value</u>	
			<u>Proposed Millage rate</u> 5.49450 \$6,886,193	175,272,485	1,143,978,453
				914,883	5,971,310
Estimated Ad-Valorem changes at Proposed Millage Rate					
	Dollars \$125,079,569		\$652,887	171,691	458,808
	%	10.47%	10.47%	23.10%	8.32%
Assessed Value changes					
	Dollars			33,721,646	91,357,923
	%			23.82%	8.68%
Calculated Roll-back rate	5.0628		Calculated Roll-back rate		
Proposed millage rate	5.4945		5.06280		
% change of roll-back rate	8.53%		\$6,345,148	843,001	5,502,147
			<u>Estimated Ad-Valorem changes at Roll Back Rate</u>		
			\$111,842	99,809	(10,355)
			1.79%	13.43%	-0.19%
millage cap	10.0000				
MSTU - PBC Fire rescue letter 6/2/2014	3.4581		<u>Maximum Roll-up Rate</u>		
Maximum Roll-up Rate	6.5419		6.54190		
final millage rate public hearing 9/15/2015 and 9/23/2015			\$8,198,887	1,089,284	7,109,603
			<u>Estimated Ad-Valorem changes at Maximum Roll-up Rate</u>		
			\$1,965,581	346,092	1,597,101
			31.53%	46.57%	28.97%



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Resolution No. 37-2015 – 5th amendment to the City’s Fiscal Year 2015 budget

SUMMARY:

This Resolution amends the City of Lake Worth’s Fiscal Year (FY) 2014-15 budget by appropriating existing fund balances from the Self Insurance and Refuse Roll-Off Funds to meet unforeseen operational expenditures and appropriating Refuse roll-off fund revenues to meet increased tipping fee costs.

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 expenditure:

1. Self Insurance Fund:

This request to transfer \$130,000 will be used for an emergency purchase of a modular trailer to replace the severely damaged existing office trailers for the Public Services Administrative staff.

2. Refuse Roll-Off Fund:

This request to transfer \$80,000 will be used to fund the projected shortage in roll-off “tipping fees” expenses generated by an increase in roll-off volume.

MOTION:

I move to approve / not approve Resolution No. 37-2015.

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:

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Self-Insurance Fund					
520-0000-395-00-00	Use of Fund Balance	N/A	130,000		
301-5060-513-62-20	Buildings/Structures	N/A		130,000	

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Refuse Fund					
410-0000-343-40-70	Revenues	N/A	80,000		
410-5084-534.34-70	Contractual Services/Tipping Fees	N/A		80,000	

3. Department Fiscal Review:

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RESOLUTION NO. 37-2015, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY’S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida (the “City”) previously adopted the FY 2015 Annual Operating Budget pursuant to Resolution 45-2014 on September 23, 2014; and amended via Resolution 64-2014, 66-2014, 01-2015, and 22-2015, and

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

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

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

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

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

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

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

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

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

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

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

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54 Section 8. This Resolution shall become effective immediately upon passage.

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

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

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66 Mayor Pam Triolo thereupon declared this Resolution duly passed and
67 adopted on the 14th day of July, 2015.

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70 LAKE WORTH CITY COMMISSION

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73 By: _____
74 Pam Triolo, Mayor

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76 ATTEST:
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79 _____
80 Pamela J. Lopez, City Clerk

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Exhibit A

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Fund / Account #	Description	FY 2015 Budget	Current Balance	Agenda Expenses/Rev	Remaining Balance
Self-Insurance Fund					
520-000-395-00-00	Use of Fund Balance	5,168,918	4,993,918	130,000	4,863,918
301-5060-513-62-20	Building/Structures	80,000	20,150	130,000	150,150

2

Refuse Fund					
410-000-343-40-70	Revenues	269,399	262,199	80,000	342,199
410-5084-534-34-70	Contract Svcs/Tipping Fees	139,639	139,000	80,000	219,000

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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: July 14, 2015, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Resolution No. 38-2015 - declare the City's intent to issue a revocable permit for property located 1632 North K Street and schedule the public hearing date for August 4, 2015

SUMMARY:

The Resolution is the first of a two part process to consider a request for a revocable permit for the right of way adjacent to 1632 North K Street. If approved, a public hearing will be scheduled for the resolution granting the revocable permit.

BACKGROUND AND JUSTIFICATION:

There are many unimproved right of ways located within the city limits that are maintained on an annual basis but currently serve no public function or use. Some of the unimproved right of ways contain utilities or storm-water facilities within them but are not paved and create more maintenance work for City grounds staff. The City allows for issuance of Revocable Permits to residents meeting certain criteria as identified in the Chapter 19, Article III of the City's Code of Ordinances.

City staff has reviewed the revocable permit application by the property owner, Lori Marszal, and issued comments in order for the application to be accepted. Ms. Marszal is seeking to fence the entire portion of the right of way including the northern half adjacent to 1702 N. K Street. The owner of 1702 N. K Street has consented to the revocable permit for Ms. Marszal. Ms. Marszal has accepted staff comments to her application and agreed to the terms. The terms will be formalized in a written agreement with Ms. Marszal which shall be recorded in official records (if approved).

MOTION:

I move to approve/disapprove Resolution No. 38-2015 and scheduled the public hearing date for August 4, 2015.

ATTACHMENT(S):

1. Fiscal Impact Analysis – not applicable
2. Revocable Permit Application – 1632 North K Street
3. Resolution



PLANNING & PRESERVATION DIVISION
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY
 CITY OF LAKE WORTH
 1900 2ND AVENUE NORTH
 LAKE WORTH, FL 33461
 561.586.1687

UNIVERSAL DEVELOPMENT APPLICATION

This application is required for **ALL** applications submitted to the Planning, Zoning and Historical Preservation Division. Planning staff can answer any questions you have regarding the applications and the processes during Planner On-Call hours (Monday – Friday, 9:00 – 10:30 a.m. and 3:00 – 4:00 p.m.). Please make an appointment with planning staff if you require more than 15 minutes with a staff member.

Application Type (select all that apply):

- Site Plan – Minor Site Plan – Major Planned Development Variance
- Subdivision/Plat Conditional Use Administrative Use Mural
- Alcoholic Beverage Distance Proximity Waiver Community Residence Proximity Waiver
- Gaming Establishment Distance Proximity Waiver Adult Use Distance Proximity Waiver
- Sustainable Bonus Incentive Program Certificate of Appropriateness Sign Variance
- Rezoning (Zoning Map Amendment) Zoning Text Amendment Annexation

Other: Revocable permit on EAST side of 17th Ave North and K St

Project Name: Revocable permit @ 1632 North K St

Project Location: EAST side of 17th Avenue N + North K St

Legal Description: see attached sketch legal Date Platted: N/A

PCN: 38-43-44- N/A - Existing Zoning: N/A Proposed Zoning: N/A

Existing FLU: N/A Proposed FLU: N/A

Proposed Use: Residential; Density N/A; Commercial _____ SF; Industrial _____ SF

Total Estimated Cost of the Project: \$ 500.00

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	\$ _____	<input type="checkbox"/> PAID _____	<input type="checkbox"/> DUE _____



PLANNING & PRESERVATION DIVISION
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY
 CITY OF LAKE WORTH
 1900 2ND AVENUE NORTH
 LAKE WORTH, FL 33461
 561.586.1687

UNIVERSAL DEVELOPMENT APPLICATION

This application is required for **ALL** applications submitted to the Planning, Zoning and Historical Preservation Division. Planning staff can answer any questions you have regarding the applications and the processes during Planner On-Call hours (Monday – Friday, 9:00 – 10:30 a.m. and 3:00 – 4:00 p.m.). Please make an appointment with planning staff if you require more than 15 minutes with a staff member.

Application Type (select all that apply):

- Site Plan – Minor Site Plan – Major Planned Development Variance
- Subdivision/Plat Conditional Use Administrative Use Mural
- Alcoholic Beverage Distance Proximity Waiver Community Residence Proximity Waiver
- Gaming Establishment Distance Proximity Waiver Adult Use Distance Proximity Waiver
- Sustainable Bonus Incentive Program Certificate of Appropriateness Sign Variance
- Rezoning (Zoning Map Amendment) Zoning Text Amendment Annexation

Other: Revocable permit on EAST side of
17th Ave North and K st.

Project Name: Revocable permit @ 1632 North K ST

Project Location: EAST side of 17th Avenue N + North K ST

Legal Description: see attached sketch legal Date Platted: N/A

PCN: 38-43-44- N/A - Existing Zoning: N/A Proposed Zoning: N/A

Existing FLU: N/A Proposed FLU: N/A

Proposed Use: Residential; Density N/A; Commercial _____ SF; Industrial _____ SF

Total Estimated Cost of the Project: \$ 500.00

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	\$ _____	<input type="checkbox"/> PAID _____	<input type="checkbox"/> DUE _____

Project Manager/Contact Person: Lori Marszal

Company: _____

Address: 1632 North K ST LW FL 33460
(Street Address) (City) (State) (Zip)

Phone No.: 561-309-7929 E-Mail Address: marszal@bellsouth.net

Applicant Name (if different from Project Manager): Same @ P.M.

Company: _____

Address: _____
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

Owner Name: Lori Marszal

Company: _____

Address: 1632 North K ST LW FL 33460
(Street Address) (City) (State) (Zip)

Phone No.: 561 309 7929 E-Mail Address: marszal@bellsouth.net

OWNER'S CONSENT

Lori Marszal ("Owner") certifies that it is the owner of the property located at 1632 North K St LW FL 33460 ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes _____, as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

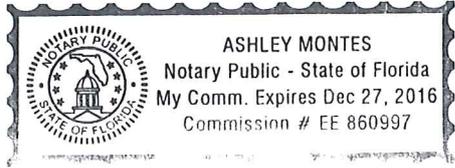
Owner's Signature: [Signature] Date: 6-30-14
Name/Title of Signatory: Lori Marszal

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 30th day of June, 2014 by Lori Marszal who is personally known to me or who produced a M624532516944 ID PDL as identification. He/she did not take an oath.

(NOTARY SEAL)

[Signature]
(Signature of Notary Public)
Ashley Montes
(Name of Notary)



PROJECT DATA

DESCRIPTION OF WORK:

Provide a **detailed** description of work to be done as a result of this application (attach additional sheets if necessary).

Revocable Permit to plant, maintain + fence off adjacent R.O.W. to protect family home + belongings

PRIOR APPROVALS:

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

none known

ADJACENT PROPERTY INFORMATION:

Complete the following table for all surrounding properties. Information located at www.lakeworth.org/business/planning-zoning/.

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North			
South			
East			
West			

DEVELOPMENT STANDARDS:

Identify the applicable required and proposed development standards. If not applicable, enter "N/A". The "required" information can be located in Article 23 of the City's Code of Ordinances, Land Development Regulations, at www.municode.com.

Development Standard		Required	Provided
Lot Size (Acreage and SF)			
Lot Width (Frontage)			
Building Height	Primary		
	Accessory		
Setbacks	Front ()		
	Rear ()		
	Side ()		
	Side ()		
Living Area	Single-Family		
	Multi-Family		
Accessory Structure Limitation			
Impermeable Space Coverage			
Building Coverage			
Maximum Wall Height at Setback			
Floor Area Ratio Limitation			

AFFIDAVIT OF COMPLETENESS AND ACCURACY

INSTRUCTIONS: To be completed by the individual submitting the application (owner or authorized agent).

Project Name: Revocable Permit @ Submittal Date: _____
1632 North R. Street Lw FL 33460

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check (✓) one: I am the property owner authorized agent.

Lori Marszal Lori Marszal [Signature]
(Name - type, stamp or print clearly) (Signature)

(Name of Firm)

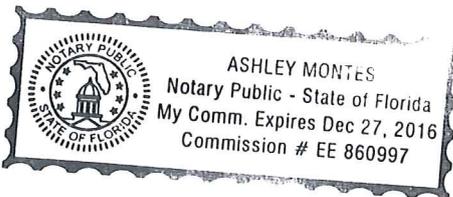
(Address, City, State, Zip)

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 30th day of June, 2014, by Lori Marszal who is personally known to me or who produced a m1624532569440 as identification. He/she did not take an oath.
APL

(NOTARY SEAL)

[Signature]
(Signature of Notary Public)
Ashley Montes
(Name of Notary)



SIGN POSTING AGREEMENT

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: _____

Property Owner: _____

Contact Phone No.: _____

Property Location: _____

I, _____, hereby affirm that I will post the notification sign(s) provided to me for a minimum of ten (10) calendar days before the scheduled date of the hearing of Planning and Zoning Case No. _____.

Signature: _____ Date: _____

Name/Title of Signatory: _____

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(Name of Notary)

Return to: City of Lake Worth
Attn: City Clerk
7 North Dixie Highway
Lake Worth, FL 33460-3787

REVOCABLE PERMIT
(Extended ROW)

THIS REVOCABLE PERMIT (the "Permit") is made on this _____ day of _____, 2015, between the CITY OF LAKE WORTH (the "City") and Lori MARSAI (jointly and severally, the "Permittee").

RECITALS

WHEREAS, the Permittee is the owner of the real property located at 1632 North K St in the City of Lake Worth (the "Property"); and

WHEREAS, the City owns the right-of-way adjacent to the Permittee's Property (on the SOUTH side) which is a portion of EAST OF North K St right-of-way; and

WHEREAS, the Permittee submitted an application for a revocable permit to utilize that portion of the right-of-way for a Fence for security which use is more specifically described herein (the "Premises"); and and maintenance

WHEREAS, the owner of the real property located at 1702 North K St (on the North side of the ROW) ("Adjacent Owner") has waived any and all rights to the Premises and agreed to the Permittee's use of the Premises; and

WHEREAS, pursuant to section 19-42 of the City's code of ordinances, the City for and in consideration of the restrictions and covenants herein contained, hereby permits the use of the Premises by the Permittee in accordance with the terms and conditions of this Permit and the City's code.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I – INCORPORATION

The foregoing recitals are incorporated into this Permit as true and correct statements.

ARTICLE II – PREMISES & USE OF PREMISES BY PERMITTEE

Pursuant to the Adjacent Owner's waiver and agreement attached hereto as **Exhibit "A"** and incorporated herein, the City hereby permits the Permittee to use the following described Premises:

The use of the Premises by the Permittee shall be in accordance with the Permittee's application and site plan to the City which shall generally consist of a fenced garden and the terms and conditions of this Permit. A copy of the Permittee's site plan for the fenced garden is attached hereto as **Exhibit "B"** and incorporated herein. No other improvement(s) of any kind shall be made to the Premises without the prior consent of the City. This Permit grants a license for such use to the Permittee, and does not grant a property interest or an estate in the Premises. The term of this Permit shall be for twenty (20) years commencing on the date hereof; however, this Permit is revocable as stated herein.

ARTICLE III – CONDITIONS OF USE

Since a water main is located within the Premises, the use of the Premises is conditioned upon the Permittee complying with all staff conditions for use and improvements to the Premises. Staff conditions are attached hereto as **Exhibit "C"** and incorporated herein by reference.

ARTICLE IV - IMPROVEMENTS BY PERMITTEE

The Permittee shall have sole responsibility for obtaining all regulatory approvals, permits or licenses required for the placement of improvements upon the Premises. The improvements made by Permittee shall be removed from the Premises at the expiration or revocation of this Permit; however, the Permittee may apply in writing to the City Commission for an additional period of not more than ninety (90) days of the expiration date. Removal by the City of the improvements made by the Permittee or portions thereof shall be at the sole expense of the Permittee and governed by Article XII hereunder.

ARTICLE V - CONDITIONS OF PREMISES AND MAINTENANCE

The Permittee, at his and/or her own expense, shall cause the improvements and the Premises to be in a state of good condition and repair for the life of this Permit. The Permittee shall maintain and keep the improvements and the Premises in a safe, clean condition, free of grease or refuse and debris. All installed fencing shall be maintained in good working order. Determination of the condition of the improvements and the Premises shall be made by the City. The Permittee shall also use and maintain the Premises in compliance with this Permit, the City's code of ordinances, and all applicable governmental laws, rules and regulations including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances.

ARTICLE VI - INDEMNIFICATION

The Permittee agrees that he and/or she will indemnify, hold and save the City, its officers, agents, contractors and employees whole and harmless and at City's option defend same from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments of any nature recovered from or asserted against the City, its officers, agents, contractors and/or employees on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by any act, omission, negligence or misconduct on the part of the Permittee or any of its agents, servants, employees, contractors, guests, licensees or invitees or of any other person entering upon the Premises used hereunder with the express or implied invitation or permission of the Permittee, or when any such injury or damage is the result,

proximate or remote, of the violation by the Permittee or any of its agents, servants, employees, contractors, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when such injury or damage may in any other way arise from or out of the use by Permittee, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises used hereunder, or arises out of any action challenging the granting or legality of this Permit. The Permittee covenants and agrees that in the event the City shall be made party to any litigation against the Permittee, or in any litigation commenced by any party against any party other than Permittee relating to this Permit or to the Premises used hereunder, then the Permittee shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon City by virtue of any such litigation, including appeals.

The provisions of this Permit relating to indemnification shall survive any termination or expiration of this Permit. Additionally, any provisions of this Permit which require performance subsequent to the termination or expiration of this Permit shall also survive such termination or expiration.

ARTICLE VII - NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved on the Premises shall be at the risk of the Permittee or the owner thereof. The City shall not be liable to the Permittee or owner for any damage to said personal property.

ARTICLE VIII - CITY'S RIGHT OF ENTRY

The City or any of its agents shall have the right to enter upon the Premises following the time frames below, for the purpose of inspecting the improvements and/or the Premises, or to gain access to or repair any utilities located within the Premises. Such right of entry shall, likewise, exist for the purpose of removing structures, improvements, alterations or landscaping which do not conform to this Permit. Any removal of the above, or damages to the allowed improvements or landscaping made by the City and necessitated by the Permittee's use of said Premises, shall be at the sole expense of the Permittee. Further, the City shall not be responsible for the restoration of the Premises, its fixtures, fences, wall, or landscaping, in the event such are damaged or removed by the City in order to inspect, repair or gain access to its utilities located on within the Premises. Additionally, any expenses incurred by the City, but not paid by the Permittee, in removing such improvements or landscaping shall become a lien upon the Permittee's abutting property, which may be foreclosed upon.

The timeframes for the City's entry upon the Premises are as follows:

EMERGENCY ENTRY: In cases of emergency, the City may remove authorized or unauthorized improvements as necessary in the time necessary without notice to the Permittee to facilitate the abatement of the emergency.

NON-EMERGENCY ENTRY: In cases where the entry is for a non-emergency purpose, the City will give the Permittee no less than 48 hours' notice before entering the Premises. This notice may be effectuated by verbal or written means and such notice will be documented by the City official or employee giving such notice.

ARTICLE IX - REVOCAION OF PERMIT

It is understood and agreed between the parties hereto that the City may, in its sole discretion, upon ten (10) days written notice to the Permittee, revoke and terminate this Permit. The City's right to terminate this Permit is absolute and shall not result in any inequity to the Permittee because of any authorized improvements by the Permittee to the Premises. Accordingly, this Permit shall not be construed as an irrevocable permit, irrevocable license or a license coupled with an interest because of said improvements. Further, the Permittee acknowledges that the City and the public will be irreparably damaged if the terms and conditions of this Permit are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the Permittee, then the City shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation without being required to show any actual damage, irreparable harm, or to post any bond or other security.

ARTICLE X - NOTICES

It is understood and agreed between the parties hereto that written notice addressed to the Permittee and mailed regular mail or hand delivered to 1501 North L Street, Lake Worth, Florida 33460, shall constitute sufficient notice to the Permittee, and written notice addressed to the City Manager and mailed regular mail or hand delivered to the City of Lake Worth, 7 North Dixie Highway, Lake Worth, Florida 33460, shall constitute sufficient notice to the City to comply with the terms herein.

ARTICLE XI - ASSIGNMENT

Without the written consent of the City first obtained in each case, the Permittee shall not sublet, assign, transfer, mortgage, pledge, or dispose of this Permit for the term hereof.

ARTICLE XII - SURRENDER OF PREMISES

At the expiration or revocation of this Permit, Permittee shall, unless other arrangements have been made prior and are approved in writing by the City Commission, without demand, quietly and peaceably deliver possession of the Premises free of any wall, fences, or other like fixtures or improvements. The Permittee shall be responsible for the expenses of putting the Premises in said condition. If the Premises are not in such condition, at the expiration or revocation of this Permit, Permittee hereby agrees that the City shall have the right to restore the Premises to such condition. The Permittee agrees to reimburse the City for all such expenses within thirty (30) days of mailing of a statement to the Permittee at the address indicated in Article IX. If not so paid, the expenses incurred by the City in doing so shall become a lien upon the Permittee's abutting property and may be foreclosed upon, or the City, at its option, may seek such other remedies as may be allowable by law.

ARTICLE XIII - LIMITATION OF RIGHTS

The parties to this Permit specifically agree that the Premises described herein shall at all times remain public right-of-way property unless formally abandoned by the City and that no prescriptive rights shall ever vest in Permittee regardless of any improvements made. Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this Permit on any persons other than the parties hereto and their respective administrators and legal representatives, nor is anything in this Permit intended to relieve or discharge the obligation or liability of any third person to any party to this Permit nor shall any

provision give any third persons any right of subrogation or action over or against any party to this Permit.

ARTICLE XIV – MISCELLANEOUS

It is agreed and understood that this Permit contains all agreements, promises and understandings between the City and the Permittee and that no verbal or oral agreements, promises or understandings shall be binding upon either the City or in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Permit shall be void and ineffective unless made in writing signed by the parties. In the event any provision of this Permit is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Permit. The failure of either party to insist upon strict performance of any of the terms or conditions of this Permit or to exercise any of its rights under this Permit shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Permit, in law or in equity.

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

This Permit and all acts thereunder shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue for any action arising out of this Permit shall be in Palm Beach County, Florida. **Further, if for any reason a claim, dispute or controversy is not resolved by the parties, the parties irrevocably and voluntarily agree to waive any right to a trial by jury in respect to any such claim, dispute or controversy.**

This Permit may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE XIV - RECORDING OF THIS DOCUMENT

This document shall be recorded in the official records in and for Palm Beach County, Florida.

PERMITTEE FURTHER STATES THAT HE AND SHE HAVE CAREFULLY READ THE FOREGOING REVOCABLE PERMIT AND KNOWS THE CONTENTS THEREOF AND FULLY REALIZE ITS MEANING AND SIGNS THIS REVOCABLE PERMIT OF HIS AND HER OWN FREE WILL.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties have hereunto executed this Revocable Permit for the purposes herein expressed the day and year first above written.

WITNESS:

CITY OF LAKE WORTH

Signature

Print Name

ATTEST:

By:

Pam Triolo, Mayor

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
PERMITTEE'S SIGNATURE PAGE FOLLOWS

PERMITTEE:

Lori h. Marszal

Signature of Witness

[Handwritten Signature]

Printed Name of Witness

Lori h. Mars



Signature of Witness

[Handwritten Signature]

Printed Name of Witness

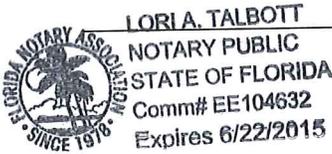
Josh Peters

Signature of Witness

[Handwritten Signature]

Printed Name of Witness

Lisa Evans



Signature of Witness

Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 2nd day of June, 2015, by L. Marszal and Lisa Evans, who are personally known to me or who has produced DRIVER LICENSE as identification.

Lori Lee Marszal M624-532-56-944-0
Lisa S. Evans E152-537-83-946-0

NOTARY

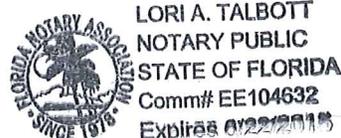


Exhibit "A"
Adjacent Owner's Waiver and Agreement

I/we, Josh Peters and Lisa Evans,
the owner(s) of the real property located at
1702 North K ST, Lake Worth, FL, do hereby waive
my/our rights in (if any) and agree to
Lori Marszal taking over the control and
maintenance of the right-of-way located at EAST side of N 17th Ave + North K ST
including that portion directly adjacent to my/our property for the purpose of
Fencing for security + maintenance consistent with the Revocable Permit
agreement attached hereto and subject to the approval of the City of Lake Worth.

Signature of Witness

Printed Name of Witness

Lori L. Marszal
Lori L. Marszal


LORI A. TALBOTT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE104632
Expires 6/22/2015

Signature of Witness

Printed Name of Witness

Josh Peters
Josh Peters

Signature of Witness

Printed Name of Witness

Lisa Evans
Lisa Evans


LORI A. TALBOTT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE104632
Expires 6/22/2015

Signature of Witness

Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 2nd day of
June, 2015, by L. Marszal and Lisa Evans, who are
personally known to me or who has produced Driver License
as identification.
Lori Lee Marszal M024-532-56-944-0
Lisa S. Evans E152-537-83-946-0

NOTARY


LORI A. TALBOTT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE104632
Expires 6/22/2015

Exhibit "B"
Site Plan

E

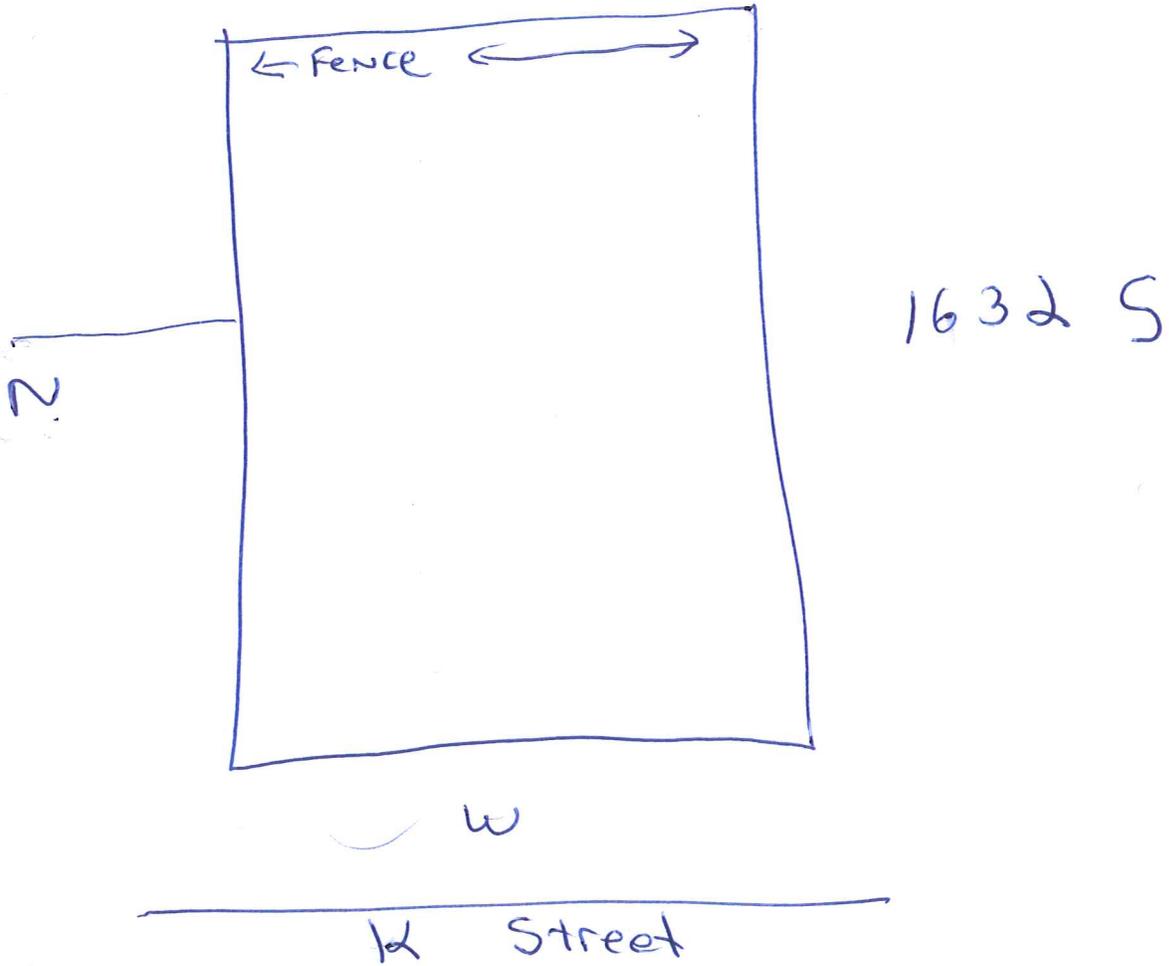
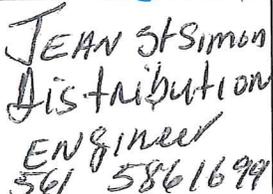
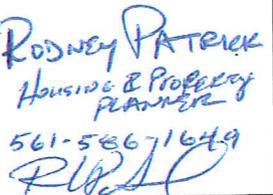
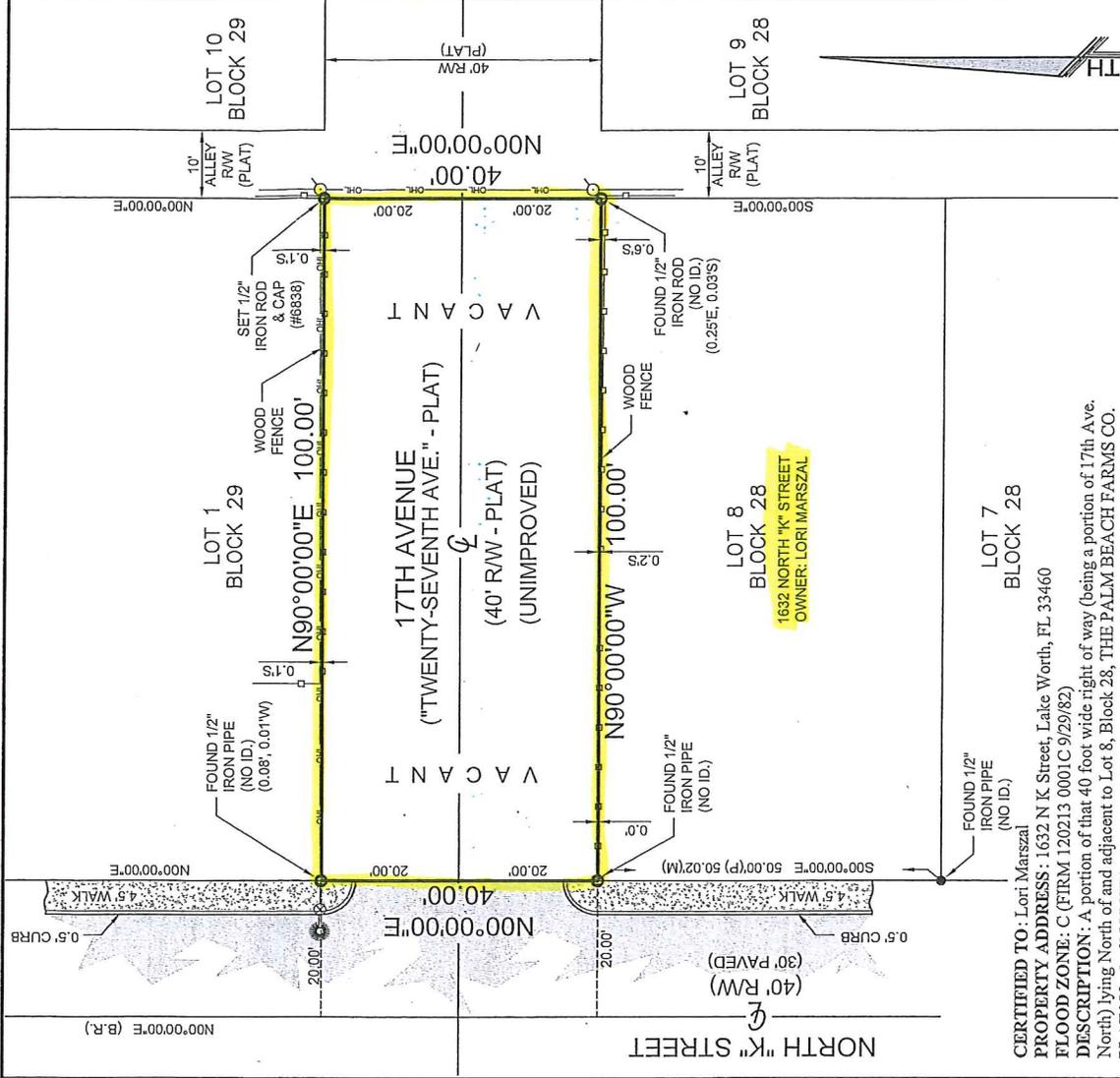


Exhibit "C"
Staff Conditions for Use

REVOCABLE PERMIT - STAFF REVIEW

	REVIEWED BY (NAME, TITLE):	REVIEW DATE:	COMMENTS	APPROVED / NOT APPROVED
PUBLIC SERVICES	FELIPE LOFASO, ASSISTANT DIRECTOR PUBLIC SERVICES (561-586-1720) 	8/29/2014	1. PROPOSED FENCE TO BE PERMITTED THROUGH BUILDING DEPT. 2. SHOULD THE CITY NEED TO ACCESS THE PROPOSED PERMIT AREA, RESTORATION OF PLANTS, FENCING, AND ANY OTHER MATERIAL SHALL BE THE RESPONSIBILITY OF THE PERMITTEE 3. CONSTRUCTION OF PERMANENT STRUCTURES (POOL, BUILDING, SLAB, ETC.) IS NOT PERMITTED	APPROVED
WATER / SEWER UTILITIES	MONICA SHANER, PE WATER UTILITIES ENGINEER 561-586-1798 	9/10/14		APPROVED
ELECTRIC UTILITIES	JEAN ST SIMON Distribution ENGINEER 561 586 1699 	9/11/14		Approved
COMMUNITY SUSTAINABILITY	ROSNEY PATRICK Housing & Property PLANNER 561-586-7164 	9/30/2014	1. Fence Permit Required (included in file) 2. Refer to Section 23.4-4 Fences Walls Gates 3. Visibility triangles required shown on permit application 4. Fence height not indicated (See Section 23.4-4) 5. See Fence Installation Checklist and Ordinance (included in file)	Fence Not Approved Revocable Permit Approved
CITY LEGAL				
OTHER				



CERTIFIED TO: Lori Marszal
PROPERTY ADDRESS: 1632 N K Street, Lake Worth, FL 33460
FLOOD ZONE: C (FIRM 120213 0001C 9/29/82)
DESCRIPTION: A portion of that 40 foot wide right of way (being a portion of 17th Ave. North) lying North of and adjacent to Lot 8, Block 28, THE PALM BEACH FARMS CO. PLAT NO. 5 of NORTH LAKE WORTH, 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 Plats Book 5, pages 48 and 49, said 40 foot right of way being shown as "Twenty-Seventh Avenue" on said Plat, a being bounded as follows:

On the South by the North line of said Lot 8; on the West by the northerly prolongation of the West line of Lot 8; on the North by the South line of Lot 1, Block 29; on the East by the northerly prolongation of the East line of Lot 8.

Containing 4,000 square feet (0.092 acres).

SURVEY NOTES:

- 1.) THIS SURVEY IS NOT INTENDED FOR CONSTRUCTION OR DESIGN PURPOSES.
- 2.) Lands shown hereon were not abstracted by this office for easements, right-of-ways, or other instruments of record.
- 3.) No underground improvements located.
- 4.) All bearings and distances shown hereon are plat and measured unless otherwise noted.
- 5.) This firm's "Certificate of Authorization" number is "L.B.#6838".

LEGEND:

CALC.	■ CALCULATED	PL	■ POINT OF INTERSECTION	ASPHALT PAVEMENT
C.B.S.	■ CONCRETE BLOCK STRUCTURE	P.O.C.	■ POINT OF COMMENCEMENT	CONCRETE FLATWORK
CONC.	■ CONCRETE MONUMENT	P.O.B.	■ POINT OF BEGINNING	PAVER BRICK FLATWORK
D.E.	■ DRAINAGE EASEMENT	R.W.	■ RIGHT OF WAY	WOOD FENCE
U.E.	■ UTILITY EASEMENT	W.F.	■ WOOD FENCE	WOOD POWER POLE
P.E.	■ POOL EQUIPMENT	N.G.V.D.	■ NATIONAL GEODETIC VERTICAL DATUM	WATER METER
F.F.E.L.	■ FINISHED FLOOR ELEVATION	O.R.B.	■ OFFICIAL RECORD BOOK	FIRE HYDRANT
B.R.	■ BEARING REFERENCE	P.B.	■ PLAT BOOK	CATCH BASIN
(M)	■ MEASURED	P.C.	■ POINT OF CURVATURE	SANITARY MANHOLE
		P.R.C.	■ POINT OF REVERSE CURVATURE	
		P.C.C.	■ POINT OF COMPOUND CURVATURE	
			■ LOT TIE	

REVISIONS:

BOUNDARY SURVEY

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

(Signature)

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

MILLER LAND SURVEYING
 1121 LAKE AVENUE
 LAKE WORTH, FLORIDA 33460
 PHONE: (561) 586-2869 - FAX: (561) 582-0151
 www.millersurveying.com
 e-mail: millersurveying@aol.com

SCALE: 1" = 20'
 DRAWN BY: PICARD
 FIELD WK: M.M. / B.M.
 DATE: 06/18/2014

REFERENCES: C79/21
 PREV. JOB NOS.
 JOB NO. Y140534
 S - 47,146



Gary R. Nikolits, CFA
Property Appraiser
 Palm Beach County

Homestead Exemption **E-file** ▶



Location Address 1632 N K ST
 Municipality LAKE WORTH
 Parcel Control Number 38-43-44-15-16-028-0080
 Subdivision NORTH LAKE WORTH IN PB 5 PGS 48 & 49
 Official Records Book 09717 Page 1448
 Sale Date MAR-1997
Legal Description NORTH LAKE WORTH LT 8 BLK 28

Owners

MARSZAL LORI

Mailing address

1632 N K ST
 LAKE WORTH FL 33460 6532

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAR-1997	\$59,000	09717 / 1448	WARRANTY DEED	
APR-1989	\$54,900	06048 / 0568	WARRANTY DEED	

Exemption Applicant/Owner	Year	Detail
MARSZAL LORI	2014	

Number of Units 1 *Total Square Feet 1221 Acres 0.11
 Use Code 0100 - SINGLE FAMILY Zoning SF-7 - Single Family District 7 (38-LAKE WORTH)

Tax Year	2014 P	2013	2012
Improvement Value	\$71,870	\$55,254	\$50,581
Land Value	\$38,270	\$23,919	\$20,799
Total Market Value	\$110,140	\$79,173	\$71,380

P =
 Preliminary

All values are as of January 1st each year

Tax Year	2014 P	2013	2012
Assessed Value	\$68,453	\$67,441	\$66,314
Exemption Amount	\$43,453	\$42,441	\$41,314
Taxable Value	\$25,000	\$25,000	\$25,000

Tax Year	2014 P	2013	2012
Ad Valorem	\$733	\$726	\$728
Non Ad Valorem	\$496	\$495	\$495
Total tax	\$1,229	\$1,221	\$1,223

2014 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

Full Parcel ID: 38-43-44-15-16-028-0080

Legal Description:
NORTH LAKE WORTH LT 8 BLK 28

**DO NOT PAY
THIS IS NOT
A BILL**

The taxing authorities which levy taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the hearing.

Taxing Authority *Dependent Special Districts	COLUMN 1 Your Property Taxes Last Year				COLUMN 2 Your Taxes This Year If proposed budget change is made				COLUMN 3 Your Taxes This Year If no budget change is made				A public hearing on the proposed taxes and budget will be held at the locations and dates below	
	Taxable Value	Millage Rate	Tax Amount		Taxable Value	Millage Rate	Tax Amount		Taxable Value	Millage Rate	Tax Amount			
COUNTY														
County Operating	25,000	4.7815	119.54		25,000	4.7815	119.54		25,000	4.5080	112.70		9/08 6:00 PM (561) 355-3996	
County Debt	25,000	.2037	5.09		25,000	.1914	4.79		25,000	.1914	4.79		301 N Olive Ave 6th Fl WPB 33401	
* Fire/Rescue	25,000	3.4581	86.45		25,000	3.4581	86.45		25,000	3.2515	81.29			
PUBLIC SCHOOLS														
By State Law	42,441	5.0880	215.94		43,453	5.0860	221.44		43,453	4.7379	205.88		9/10 5:05 PM (561) 434-8837	
By Local Board	42,441	2.4980	106.02		43,453	2.4980	108.55		43,453	2.3261	101.08		3300 Forest Hill Blvd WPB 33406	
MUNICIPALITY														
Lake Worth Operating	25,000	5.4945	137.36		25,000	5.4945	137.36		25,000	5.0731	126.83		9/09 6:00 PM (561) 586-1654 7 North Dixie Hwy Lake Worth 33460	
INDEPENDENT SPECIAL DISTRICTS														
So. Fla. Water Mgmt. Basin	25,000	.1838	4.60		25,000	.1717	4.29		25,000	.1717	4.29		9/11 5:15 PM (561) 686-8800	
So. Fla. Water Mgmt. Dist.	25,000	.1685	4.21		25,000	.1577	3.94		25,000	.1577	3.94		3301 Gun Club Rd WPB 33406	
Everglades Construction	25,000	.0587	1.47		25,000	.0548	1.37		25,000	.0548	1.37		9/12 5:30 PM (561) 627-3386	
Fl. Inland Navigation District	25,000	.0345	.86		25,000	.0345	.86		25,000	.0323	.81		210 Military Trail, Jupiter, 33458	
Children's Services Council	25,000	.7025	17.56		25,000	.6890	17.23		25,000	.6617	16.54		2300 High Ridge Rd BynthBch 33426	
Health Care District	25,000	1.0800	27.00		25,000	1.0800	27.00		25,000	1.0172	25.43		9/04 5:15 PM (561) 659-1270 2601 10th Ave N Palm Springs 33461	
Total Millage Rate & Tax Amount		23.7518	726.10		23.7072	732.82			22.1834	684.95			SEE REVERSE SIDE FOR EXPLANATION	

NON-AD VALOREM ASSESSMENT

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT	CONTACT INFO.
SOLID WASTE AUTHORITY OF PBC LAKE WORTH-REFUSE COLLECTION LAKE WORTH - STORMWATER	GARBAGE SERVICES SOLID WASTE ASSESSMENT STORM WATER ASSESSMENT	1 1 1	175.00 245.76 75.60	175.00 245.76 75.60	(561) 697-2700 (561) 586-1720 (561) 586-1720

Total Non-Ad Valorem Assessment 496.36

VALUE INFORMATION

Market Value	Last Year (2013)	This Year (2014)
	79,173	110,140

Market (also called "Just") value is the most probable sale price for your property in a competitive, open market on Jan. 1, 2014. It is based on a willing buyer and a willing seller.

If you feel that the market value of your property is inaccurate or does not reflect fair market value, or you are entitled to an exemption or classification that is not reflected above, contact your County Property Appraiser at the numbers listed on the reverse side of this page.

If the Property Appraiser's office is unable to resolve the matter as to market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the County Property Appraiser's office. Your petition must be filed with the Clerk of Value Adjustment Board on or before: **5:00 PM September 15, 2014** at 301 N Olive Ave, West Palm Beach, FL 33401.

Taxing Authority	Assessed Value		Exemptions		Taxable Value	
	Last Year	This Year	Last Year	This Year	Last Year	This Year
County Operating	67,441	68,453	42,441	43,453	25,000	25,000
County Debt	67,441	68,453	42,441	43,453	25,000	25,000
County Dependent Dist	67,441	68,453	42,441	43,453	25,000	25,000
Public Schools	67,441	68,453	25,000	25,000	42,441	43,453
Municipality Operating	67,441	68,453	42,441	43,453	25,000	25,000
Independent Special Dist	67,441	68,453	42,441	43,453	25,000	25,000

Assessed Value is the market value minus any assessment reductions.

Exemptions are specific dollar or percentage amounts that reduce your assessed value.

Taxable Value is the value used to calculate the tax due on your property (Assessed Value minus Exemptions).

Assessment Reductions	Applies To	Value
Save our Homes Assessment Cap-1.5 percent in 2014	All Taxing Authorities	41,687

Properties can receive an assessment reduction for a number of reasons including the Save our Homes Benefit and the 10% non-homestead property assessment limitation.

Exemptions Applied	Applies To	Exempt Value
Homestead	All Taxing Authorities	25,000
Additional Homestead	Non-School Taxing Authorities	18,453

Any exemption that impacts your property is listed in this section along with its corresponding exempt value. Specific dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority. The tax impact of an exempt value may also vary for the same taxing authority, depending on the levy (i.e., operating millage vs debt service millage).

2014 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

38-43-44-15-16-028-0080 38453 HOMESTEAD
 MARSZAL LORI
 1632 N K ST
 LAKE WORTH FL 33460-6532

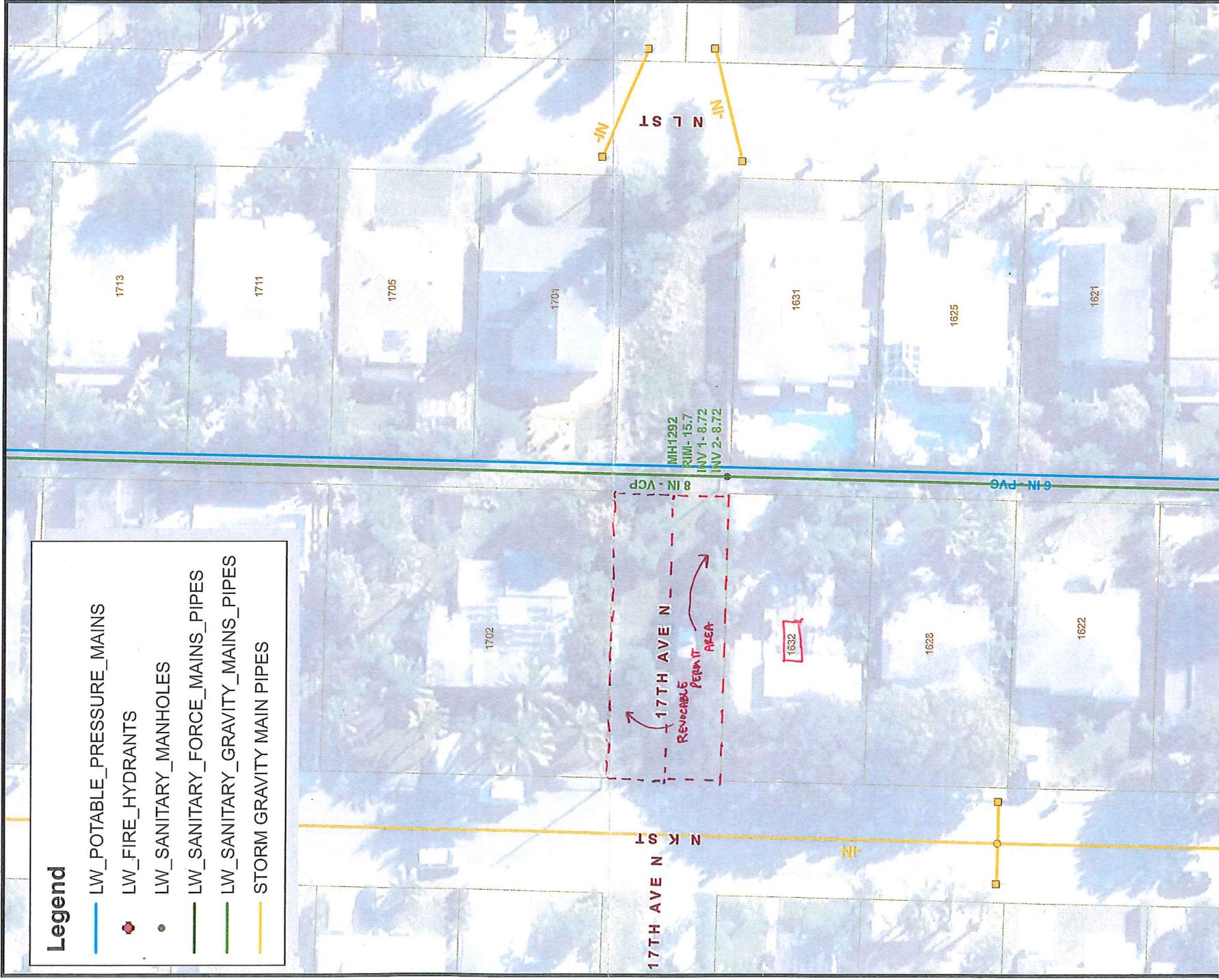


CITY OF LAKE WORTH GIS MAPLET



Legend

- LW_POTABLE_PRESSURE_MAINS
- LW_FIRE_HYDRANTS
- LW_SANITARY_MANHOLES
- LW_SANITARY_FORCE_MAINS_PIPES
- LW_SANITARY_GRAVITY_MAINS_PIPES
- STORM GRAVITY MAIN PIPES



1
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3 RESOLUTION NO. 38-2015 OF THE CITY OF LAKE WORTH, FLORIDA,
4 DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER
5 GRANTING A REVOCABLE PERMIT ON A PORTION OF THE CITY OWNED
6 RIGHT-OF-WAY AT 17th AVENUE NORTH AND NORTH "K" STREET TO
7 LORI MARSZAL; SETTING A PUBLIC HEARING TO HEAR AND CONSIDER
8 OBJECTIONS TO AND PROTESTS AGAINST THE PROPOSED REVOCABLE
9 PERMIT; PROVIDING FOR AN EFFECTIVE DATE.

10
11 WHEREAS, Lori Marszal is the owner of the real property located at
12 1632 North "K" Street (the "Property"); and

13
14 WHEREAS, the City owns the right-of-way adjacent to the Property (on
15 the north side) which is a portion of 17th Avenue North (the "Right-of-Way"); and

16
17 WHEREAS, the Ms. Marszal submitted an application for a revocable
18 permit to utilize the entire portion of the Right-of-Way adjacent to the Property
19 for a fenced area; and

20
21 WHEREAS, the owner of the property on the north side of the Right-of-
22 Way has consented to Ms. Marszal obtaining a revocable permit for the entire
23 portion of the Right-of-Way adjacent to the Property; and

24
25 WHEREAS, pursuant to section 19-42 of the City's code of ordinances,
26 upon receipt of a completed application, a public hearing for consideration of
27 the application is to be set before the City Commission.

28
29 NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF
30 THE CITY OF LAKE WORTH, FLORIDA, that:

31
32 Section 1. The foregoing recitals are hereby ratified and confirmed as being
33 true and correct and are hereby made a specific part of this Resolution.

34
35 Section 2. The City Commission of the City of Lake Worth, Florida, intends to
36 consider issuing a revocable permit for a portion of the described parcel of
37 public right-of-way in the survey attached as Exhibit "A" and incorporated
38 herein.

39
40 Section 3. A public hearing is to be held at 6:00 P.M. on August 4, 2015, or as
41 soon thereafter as the matter can be heard, at City Hall, 7 North Dixie Highway,
42 Lake Worth, Florida, to hear and consider objections to and protests against the
43 proposed revocable permit.

44
45 Section 4. This Resolution shall become effective immediately upon its
46 passage.

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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

Mayor Pam Triolo thereupon declared this Resolution duly passed and
adopted on the 14th day of July, 2015.

LAKE WORTH CITY COMMISSION

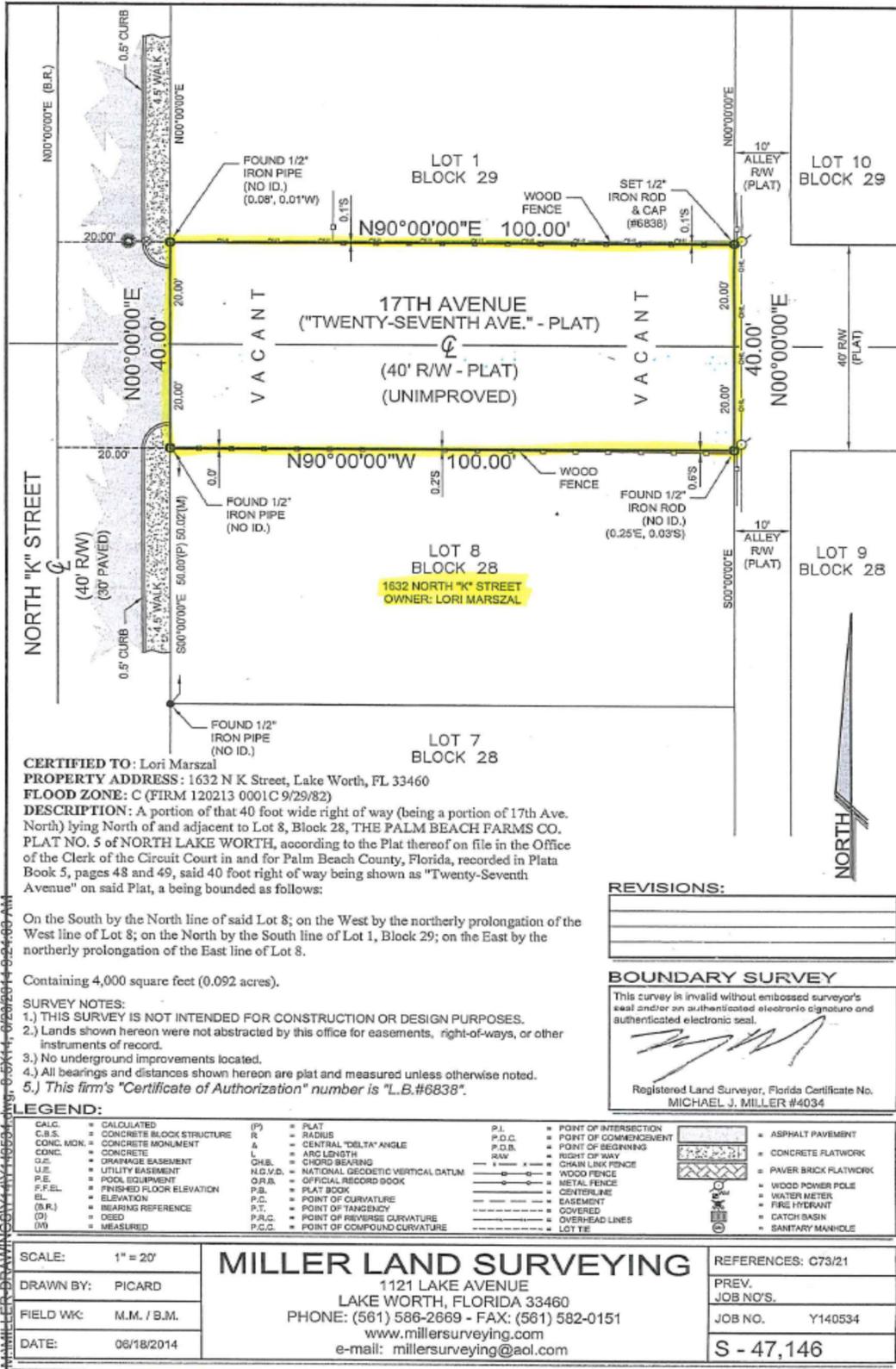
By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

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Exhibit A



CERTIFIED TO: Lori Marszal
PROPERTY ADDRESS: 1632 N K Street, Lake Worth, FL 33460
FLOOD ZONE: C (FIRM 120213 0001C 9/29/82)
DESCRIPTION: A portion of that 40 foot wide right of way (being a portion of 17th Ave. North) lying North of and adjacent to Lot 8, Block 28, THE PALM BEACH FARMS CO. PLAT NO. 5 of NORTH LAKE WORTH, 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 Plata Book 5, pages 48 and 49, said 40 foot right of way being shown as "Twenty-Seventh Avenue" on said Plat, a being bounded as follows:

On the South by the North line of said Lot 8; on the West by the northerly prolongation of the West line of Lot 8; on the North by the South line of Lot 1, Block 29; on the East by the northerly prolongation of the East line of Lot 8.

Containing 4,000 square feet (0.092 acres).

- SURVEY NOTES:**
- 1.) THIS SURVEY IS NOT INTENDED FOR CONSTRUCTION OR DESIGN PURPOSES.
 - 2.) Lands shown hereon were not abstracted by this office for easements, right-of-ways, or other instruments of record.
 - 3.) No underground improvements located.
 - 4.) All bearings and distances shown hereon are plat and measured unless otherwise noted.
 - 5.) This firm's "Certificate of Authorization" number is "L.B.#6838".

LEGEND:

CALC. = CALCULATED	(P) = PLAT	P.I. = POINT OF INTERSECTION	ASPH. = ASPHALT PAVEMENT
C.B.S. = CONCRETE BLOCK STRUCTURE	R = RADIUS	P.D.C. = POINT OF COMMENCEMENT	CONC. = CONCRETE PLATWORK
CONC. MON. = CONCRETE MONUMENT	Δ = CENTRAL "DELTA" ANGLE	P.O.B. = POINT OF BEGINNING	PAVER BRICK = PAVER BRICK PLATWORK
CONC. = CONCRETE	L = ARC LENGTH	R/W = RIGHT OF WAY	WOOD P.C. = WOOD POWER POLE
G.E. = DRAINAGE EASEMENT	CHBL. = CHORD BEARING	CH.F. = CHAIN LINK FENCE	WATER METER = WATER METER
U.E. = UTILITY EASEMENT	N.D.V.D. = NATIONAL GEODETIC VERTICAL DATUM	W.F. = WOOD FENCE	FIRE HYDRANT = FIRE HYDRANT
P.E. = POOL EQUIPMENT	Q.R.S. = OFFICIAL RECORD BOOK	M.F. = METAL FENCE	CATCH BASIN = CATCH BASIN
F.F.E. = FINISHED FLOOR ELEVATION	P.B. = PLAT BOOK	CEN. = CENTERLINE	SANITARY MANHOLE = SANITARY MANHOLE
EL. = ELEVATION	P.C. = POINT OF CURVATURE	COV. = COVERED	
(B.R.) = BEARING REFERENCE	P.T. = POINT OF TANGENCY	OVERHEAD = OVERHEAD LINES	
(D) = DEED	P.R.C. = POINT OF REVERSE CURVATURE	LOT T.E. = LOT TIE	
(M) = MEASURED	P.C.C. = POINT OF COMPOUND CURVATURE		

REVISIONS:

BOUNDARY SURVEY

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

(Signature)

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

SCALE:	1" = 20'
DRAWN BY:	PICARD
FIELD WK:	M.M. / B.J.M.
DATE:	06/18/2014

MILLER LAND SURVEYING
 1121 LAKE AVENUE
 LAKE WORTH, FLORIDA 33460
 PHONE: (561) 586-2669 - FAX: (561) 582-0151
 www.millersurveying.com
 e-mail: millersurveying@aol.com

REFERENCES:	C73/21
PREV. JOB NO'S.	
JOB NO.	Y140534
S - 47,146	



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Resolution No. 39-2015 - authorize submission of the Fiscal Year 2015-2016 State Aid to Libraries Program application

SUMMARY:

The Resolution authorizes the submission of an application for funding assistance under the FY 2015-2016 State Aid to Libraries Program to supplement the operating budget of the City's Public Library for the purpose of encouraging the development and provision of free public library service. The grant award for the City is estimated to be \$13,999.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth has recently been notified by the Florida Department of State, Division of Library and Information Services that it is eligible for a formula allocation award of an estimated \$13,999 under the State Aid to Libraries Program to assist with the operation and maintenance of its Public Library for Fiscal Year 2014-2015. These funds cannot supplant existing local funds budgeted for the operation of the City's Public Library during this period. The City intends to use these funds for a part-time staff member and other eligible purposes that include books, data bases, staff training, building maintenance, supplies, computers and printers, etc.

As an eligibility requirement, the City must have a single administrative head employed on a full-time basis with the responsibility of management and coordination of the operations of the library. The library must provide its services free to the public.

In order to receive these funds, the City must submit an application to the Florida Department of State, Division of Library and Information Services that certifies the expenditure of local funds under a single administrative head for the operation and maintenance of its Public Library during the preceding fiscal year. This application, together with its adopted annual plan of service and budget for Fiscal Year 2015-2016, must be submitted electronically on or before October 1, 2015. In addition, the City must submit its annual statistical report for Fiscal Year 2015-2016 by December 1, 2015.

MOTION:

I move to approve/not approve Resolution No. 39-2015.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	13,999	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	13,999	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:

The requested action is for approval and authorization to submit the application for funding in the amount of \$13,999 under the FY 2015-2016 State Aid to Libraries Grant Program.

C. Department Fiscal Review: _____

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RESOLUTION NO. 39-2015 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES FOR GRANT FUNDS PROVIDED THROUGH THE FISCAL YEAR 2015-2016 STATE AID TO LIBRARIES PROGRAM IN THE ESTIMATED AMOUNT OF \$13,999; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the State Aid to Libraries Program (“Program”) is administered by the Florida Department of State, Division of Library and Information Services (“Division”) for the purpose of supplementing the operating budgets of eligible public libraries to encourage the development and provision of free public library service; and

WHEREAS, Program funding allocations for a given fiscal year are determined by statutory formula based on the expenditure of local funds by eligible grantees for the maintenance and operation of their public libraries during the preceding fiscal year; and

WHEREAS, grant funds made available to eligible grantees under the Program to supplement the operating budgets of eligible libraries to assist in maintaining and developing vital services for the public; and

WHEREAS, the City of Lake Worth (“City”) meets the basic eligibility requirements to receive a formula allocation estimated to be \$13,999 in Program funding to supplement the operating budget of its Public Library for Fiscal Year 2015-2016; and

WHEREAS, the City is not required to provide a matching cost share for these Program funds; and

WHEREAS, the City must submit an application to the Division by October 1, 2015 for the receipt of these grant funds.

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 authorizes the submission of an application to Florida Department of State, Division of Library and Information Services for grant funds made available through the Fiscal Year 2015-2016 State Aid to Libraries Program in the estimated amount of \$13,999 to assist with the operation of the Lake Worth Public Library.

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SECTION 2: Upon execution of the Resolution, one copy shall be delivered to the Leisure Services Department Director and one copy shall be delivered to the Library Services Supervisor. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 3: This Resolution shall become effective upon adoption.

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

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 14th day of July, 2015.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Lake Worth Public Library Annual Plan of Service for Fiscal Year 2015-2016

SUMMARY:

This Request is a requirement of the State Aid to Libraries Program grant application process for Fiscal Year 2015-2016, the City must submit an approved Annual Plan of Service for Fiscal Year 2015-2016 for the operation of and description of services to be provided by the Lake Worth Public Library.

BACKGROUND AND JUSTIFICATION:

As a condition of the City's application for \$13,999 in funding under the Fiscal Year 2015-2016 State Aid to Libraries Program, the City must submit an Annual Plan of Service for Fiscal Year 2015-2016 that includes the goals, objectives and activities that will be supported by the Lake Worth Public Library for the application year. This plan must be approved by the City Commission as the Library's governing body.

The funding received under the Fiscal Year 2015-2016 State Aid to Libraries Program will be used to assist with the operation and maintenance of the Lake Worth Public Library. The initial phase of this process includes submission of the City's application certifying the expenditure of local funds under a single administrative head for the operation and maintenance of its Public Library during previous fiscal years, along with the aforementioned annual plan of service and requisite forms and certifications to the Florida Department of State, Division of Libraries and Information Services by its prescribed deadline of October 1, 2015. No match is required from the City for the use of these funds.

MOTION:

I move to approve/not approve the Annual Plan of Service for Fiscal for Fiscal Year 2015-2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Annual Plan of Service for Fiscal Year 2015-2016



Lake Worth Public Library



ANNUAL PLAN OF SERVICE Fiscal Year 2015 - 2016

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II. Adult Services	4
III. Circulation and Reference Services	4
IV. Support/Technical Services	5
VI. Administrative/Professional Services	5
VII. Support to City Departments	6
New Initiatives	Error! Bookmark not defined.
Goals and Objectives	6

Mission Statement:

The library provides free access to information, resources, programs and technology to meet Lake Worth citizen's needs for recreational reading, research, Internet access, e-government services, cultural activities and lifelong learning.

Core Processes:

The Lake Worth Library provides free access to information, resources, programs and technology to meet Lake Worth citizen's needs for Internet access, recreational reading, cultural activities and lifelong learning. The library does this through its circulation, reference, cataloging, children's services and administration. Library Staff work with the Library Board, Friends of the Library, the greater Lake Worth community and other City of Lake Worth Departments to ensure the best possible service to the citizens of Lake Worth.

In the coming year the Library will continue its 40 service week and focus on our core services (materials, reference service, and educational programs) to children, teens, and adults. The Library will continue to use technology in new ways to expand the resources available to the community. E-government services such as filing for unemployment or food stamps, job searching and online employment applications, and registering for INS services will continue to be an important part of library service. The Library will also seek to add afterschool activities and events for children.

Providing programs, especially children and teen programs, is not an inexpensive undertaking. The Library will continue to work closely with the Friends of the Library on funding for special programs and will be investigating any grant opportunities that may be available. In the past, the Friends have generously funded equipment purchases, program expenses, and Summer Reading Program projects and their commitment to the Library remains strong. The Library will continue to work closely with the other partners in the Leisure Services Department to combine program opportunities between units. Work with community groups and organizations to enhance services and funding for the library.

I. Children's Services

The primary goal of children's services is to encourage lifelong learning by providing programs and services that foster a love of reading and establish the practice of using the library. This will be accomplished by:

1. Provide programs for pre-school age children to help young patrons develop important skills and teach parents the importance of reading to their children from the earliest ages

2. Provide programs for middle school students to help them expand their reading skills and establish independent reading habits
3. Expand collections for Young Adults in several formats and provide programs to encourage them to share reading experiences
4. Continue outreach programs to local day care centers, and classes to help children develop listening skills
5. Continue to develop Spanish-language storytimes
6. Provide a quality Summer Reading Program that helps children maintain their reading skills over vacation
7. Provide reference and homework assistance at appropriate levels

II. Adult Services

The primary goal of adult services is to provide for the information and recreational reading needs of the citizens of our service area. This will be accomplished by:

1. Providing a wide assortment of current materials in print, visual, and audio formats
2. Providing reader's advisory service to patrons
3. Providing efficient reference service via print, online databases, and Internet sources
4. Providing materials on controversial subjects that represent differing points of view
5. Continue empowerment of patrons by providing training for computer programs and for Internet searching
6. Host series of author appearances and informational seminars/workshops
7. Make additional downloadable e-book resources available to patrons

III. Circulation and Reference Services

The primary goal of circulation services is to provide efficient, customer-friendly service to allow patrons to check out and reserve materials. The goal of reference service is to locate information for patrons or enable them to acquire the skills to find information for themselves. This will be accomplished by:

1. Develop additional online services for patrons (e.g. additional e-books and resources) to complement online renewals, reserves of materials, and interlibrary loan options
2. Provide a friendly, non-threatening atmosphere for all patrons
3. Increase patron registration from all eligible service areas in the City and the Library Cooperative
4. Actively solicit suggestions for library materials from patrons
5. Teach customers in use of library databases

6. Consider expansion of online resources and e-books when financially possible to expand collection within space limitations

IV. Support/Technical Services

The primary goal of support services is to acquire, process and maintain materials for patron use and physically maintain the library environment. This will be accomplished by:

1. Provide adequate numbers of materials in a timely manner to meet patron demand
2. Provide materials in a variety of formats including Large Print, audio, DVD, and e-book to address all customer's individual needs
3. Catalog materials and prepare them for patron use within shortest time frame possible
4. Preserve and restore damaged materials on-site or through bindery services
5. Expand use of online ordering whenever possible to expedite delivery of materials

VI. Administrative/Professional Services

The purpose of administrative and professional services is to study, recommend and implement new policies, procedures, and technologies to provide more efficient quality service to patrons. This will be accomplished by:

1. Direct operation of library to fulfill policy direction of Commission and City Manager
2. Work with Library Advisory Board on long-range planning
3. Lead update of library policies and procedures to insure they are customer centered
4. Ensure relevant staff training and educational opportunities
5. Coordinate functions of library service, library programs, and library personnel
6. Seek cost-effective ways to expand library services to patrons
7. Investigate new technologies that expand or enhance library service to patrons
8. Empower staff to develop ideas to improve customer service
9. Serve as liaison to the Friends of the Library and the Library Advisory Board
10. Participate in activities related to the Library Cooperative of the Palm Beaches including joint planning, cooperative resource sharing, and joint programs
11. Remain aware of government trends and economic issues that impact library services and report as indicated to City Manager and Library Board
12. Continue policies to provide opportunities for students to perform Community Service hours
13. Participate in Florida Library Association to address statewide issues

VII. Support to City Departments

1. Provide reference information needed by departments in course of their work
2. Circulate lists of resources library makes available to other departments
3. Provide training in computer applications for department staff members
4. Assist with City website as requested

VIII. Lake Worth Historical Museum

1. Volunteers provide access to the collections of historical significance to the community by maintaining open hours and providing tours.
2. Volunteers answers research questions relating to past events, people, and ethnic groups of the City.
3. Partner with non-profits and schools to bring groups to learn the history of the City.
4. Present programs related to City history, genealogy, and related topics.

New Initiatives

1. The library will repurpose space in the library to expand Youth Services to the entire back half of the library. Additional space will allow the library to add additional activities, story times and services inside the library.
2. Enhance library staff professional development by attending the American Library Association National Convention in Orlando, FL on Saturday, June 25th, 2016. The library will be closed that day to allow all staff to travel together for cost savings.

Goals and Objectives

Goal # 1: Create a context for improved property values and quality of life:

1. **Objective:** Develop a parent informational resource collection with books, DVDs and community contact information. Subject information for this collection will include child developmental, educational stages, and grade specific resources.
2. **Objective:** Seek community partnerships with the Friends of the Lake Worth Library, Kiwanis, Rotary, BRIDGES, and Neighborhood Associations.
3. **Objective:** Hire an additional part-time Library Associate I for Youth Services. This individual will enable the library to offer additional programs and services to school age students.

Goal #2: Recognize and protect our unique character.

1. **Objective:** Increase the library's Florida History Collection by adding 30 new books about Florida's history and culture.

Goal #3: Provide effective and efficient services.

1. **Objective:** Support afterschool education efforts by providing space and resources for tutors and parents to assist students who need additional educational help.



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Variance Agreement to allow brick pavers on a driveway and City right-of-way on property located at 1309 North Palmway

SUMMARY:

The Agreement with the owner (*Josefine Heimerl Trust Agreement, dated January 29, 2004, Josefine Heimerl, Trustee*) will allow for the encroachment of brick pavers into the City right-of-way and protect the City from any future liability.

BACKGROUND AND JUSTIFICATION:

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

On June 22, 2015, the Building Official authorized the variance; however, in order to protect the City from any liability (or if the City needs to remove the pavers for future work or any other reason), a variance agreement will hold the City harmless and not require replacement of the pavers in the right-of-way. Upon completion of any improvements in the right-of-way, the City would then perform a repair with concrete or the pavers could be reinstalled at the owner's expense. There is currently no existing variance agreement for brick pavers on this property.

MOTION:

I move to approve/not approve a variance agreement with *Josefine Heimerl Trust Agreement, dated January 29, 2004, Josefine Heimerl Trustee*.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Agreement

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

VARIANCE AGREEMENT

THIS VARIANCE AGREEMENT (hereafter "Agreement") is made and entered into this _____ day of _____, 2015, by and between Property Owner Josefine Heimerl Trust Agreement, dated January 29, 2004, Josefine Heimerl, Trustee (hereafter the "OWNER") and the CITY OF LAKE WORTH, a municipal corporation under the laws of the State of Florida (hereafter "CITY").

WITNESSETH:

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

Lots 14, Block L, THE PALM BEACH FARMS CO. PLAT NO. 5 of NORTH LAKE WORTH, according to the Plat thereof as recorded in Plat Book 5, Page 48, of the Public Records of Palm Beach County, Florida

more commonly known as 1309 North Palmway, Lake Worth, Florida (the "Property" hereafter); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no

other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH

Reviewed and approved for execution:

By: *Luis Martinez*
Luis Martinez, Building Official

Approved as to form and legal sufficiency:

By: *Glen Torcivia*
Glen Torcivia, City Attorney

**JOSEFINE HEIMERL, TRUST AGREEMENT,
dated JANUARY 29, 2004**

BY *Josefine Heimerl*
Josefine Heimerl, as Trustee

Otto Heimerl
Signature of Witness

Printed Name: Otto Heimerl

Karla M White
Signature of Witness

Printed Name: Karla M White

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 25th day of June, 2015 with Josefine Heimerl, as Trustee, for the Josefine Heimerl Trust Agreement, dated January 29, 2004 who is [personally known to me] or who has produced [] as identification.

Notary *Karla M. White*
Printed Name of Notary

Karla M White



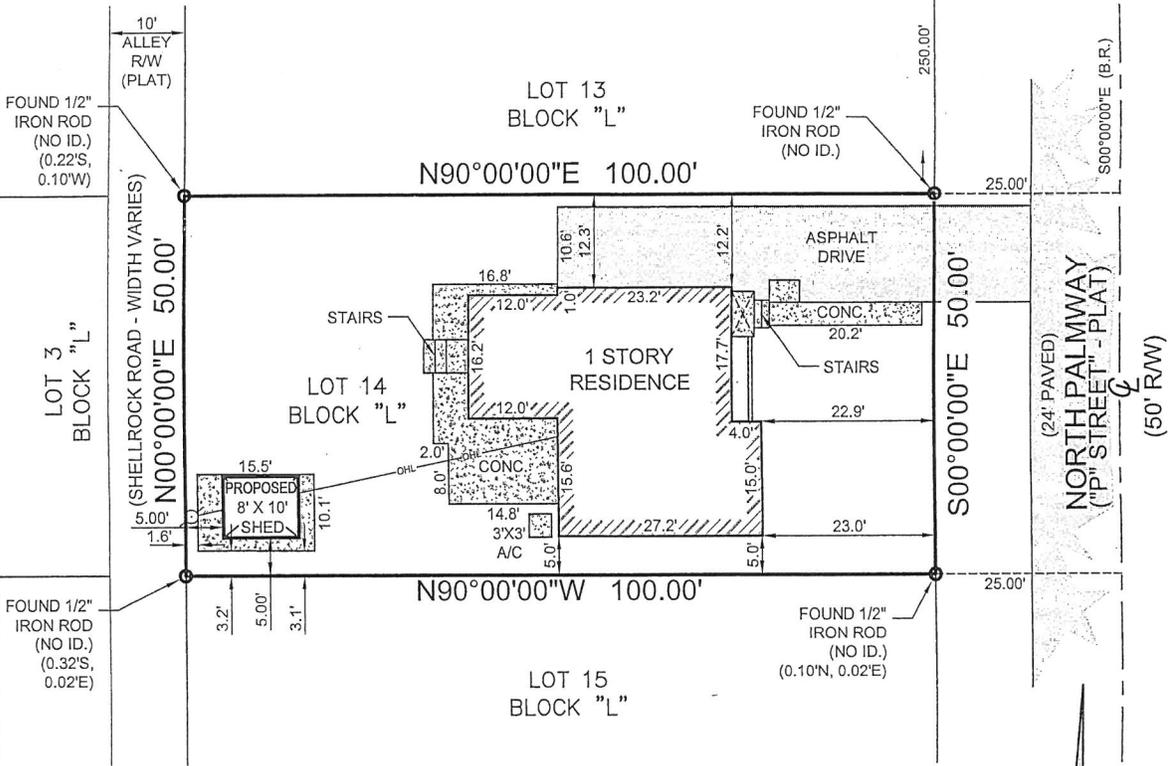
VARIANCE AGREEMENT
1309 NORTH PALMWAY, LAKE WORTH, FL 33460
PAGE 6 of 6

EXHIBIT A – COPY OF SURVEY ATTACHED

14TH AVENUE NORTH
("TWENTY-FOURTH AVENUE" - PLAT)

SOUTH RW LINE OF "14TH AVENUE NORTH"

P.I.



CERTIFIED TO: Josefine Heimerl Trust
PROPERTY ADDRESS: 1309 N Palmway, Lake Worth, FL 33460
FLOOD ZONE: B (FIRM 120213 0001 C 9/30/82)
DESCRIPTION: Lot 14, Block L, THE PALM BEACH FARMS CO. PLAT NO.5 of NORTH LAKE WORTH, according to the Plat Book 5, Page 48, of the Public Records of Palm Beach County, Florida

SURVEY NOTES:
 1.) Subject Lot Area = 5,000 Sq. Ft. or 0.115 Acres.
 2.) Lands shown hereon were not abstracted by this office for easements, right-of-ways, or other instruments of record.
 3.) No underground improvements located.
 4.) All bearings and distances shown hereon are plat and measured unless otherwise noted.
 5.) This firm's "Certificate of Authorization" number is "L.B.#6838".

REVISIONS:

SITE PLAN

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



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

LEGEND:

CALC. = CALCULATED	(P) = PLAT	P.I. = POINT OF INTERSECTION	[Pattern] = ASPHALT PAVEMENT
C.B.S. = CONCRETE BLOCK STRUCTURE	R = RADIUS	P.O.C. = POINT OF COMMENCEMENT	[Pattern] = CONCRETE FLATWORK
CONC. MON. = CONCRETE MONUMENT	Δ = CENTRAL "DELTA" ANGLE	P.O.B. = POINT OF BEGINNING	[Pattern] = PAVER BRICK FLATWORK
CONC. = CONCRETE	L = ARC LENGTH	R/W = RIGHT OF WAY	[Pattern] = WOOD POWER POLE
D.E. = DRAINAGE EASEMENT	Ch.B. = CHORD BEARING	[Symbol] = CHAIN LINK FENCE	[Symbol] = WATER METER
U.E. = UTILITY EASEMENT	N.G.V.D. = NATIONAL GEODETIC VERTICAL, DATUM	[Symbol] = WOOD FENCE	[Symbol] = FIRE HYDRANT
P.E. = POOL EQUIPMENT	O.R.B. = OFFICIAL RECORD BOOK	[Symbol] = METAL-FENCE	[Symbol] = CATCH BASIN
F.F.EL. = FINISHED FLOOR ELEVATION	P.B. = PLAT BOOK	[Symbol] = CENTERLINE	[Symbol] = SANITARY MANHOLE
EL. = ELEVATION	P.C. = POINT OF CURVATURE	[Symbol] = EASEMENT	
(B.R.) = BEARING REFERENCE	P.T. = POINT OF TANGENCY	[Symbol] = COVERED	
(D) = DEED	P.R.C. = POINT OF REVERSE CURVATURE	[Symbol] = OVERHEAD LINES	
(M) = MEASURED	P.C.C. = POINT OF COMPOUND CURVATURE	[Symbol] = LOT TIE	

SCALE: 1" = 20'	MILLER LAND SURVEYING 1121 LAKE AVENUE LAKE WORTH, FLORIDA 33460 PHONE: (561) 586-2669 - FAX: (561) 582-0151 www.millersurveying.com e-mail: millersurveying@aol.com	REF: S63/11
DRAWN BY: PICARD		PREV. JOB NO'S.
FIELD WK: M.M. / B.M.		JOB NO. Y150333
DATE: 04/15/2015		S - 47,504



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Purchase two new vehicles for the Public Services and Water Utilities Departments from the FL Sheriff's Association Cooperative Purchase Agreement

SUMMARY:

The Purchases would replace one vehicle for the Public Services Department and add one vehicle for the Water Utilities Department.

BACKGROUND AND JUSTIFICATION:

The **Public Services Dept.** is replacing Vehicle #435 (2003 Ford Expedition) that has over 140,000 miles on it. The vehicle is currently driven primarily by the Public Services Director and is utilized daily throughout the City and also at various meetings locally throughout the tri-County area. The vehicle has reached the end of its useful life and has become too costly to repair. The replacement vehicle will be a 2015 Ford Expedition at a cost not to exceed \$30,394 and will also be utilized for City officials and management staff for out of town business trips for carpool. This cost includes a five-year/75K mile extended warranty.

The existing vehicle (#435) will be auctioned off once the new vehicle is delivered to the City.

The **Water Utilities Dept.** has added additional Administrative staff positions that require the usage of a vehicle to conduct City business and operational functions. The new vehicle will be shared between the Water Utilities Account Analyst, Water Plant Chief Operator, and Water Plant Supervisor who currently utilize their personal vehicles daily for City business affairs. The new vehicle will be a 2015 GMC Terrain at a cost not to exceed \$25,906. This cost includes a six-year/100K mile extended warranty. A compact SUV type vehicle was the best selection for the uses of the Dept. staff members and their daily duties inside and outside of the City.

The Water Utilities Dept. currently has only two vehicles for use by the Administrative staff of the Dept., however, there are five employees that utilize City vehicles on a daily basis at various times throughout the day.

MOTION:

I motion to approve / not approve the purchase of two new vehicles from the Florida Sheriff's Association Cooperative Purchase Agreement contract.

ATTACHMENT(S):

Fiscal Impact Analysis

2015 Ford Expedition – Dealer quote

2015 Ford Expedition – Florida Sheriff's Association cost summary

2015 GMC Terrain – Dealer quote

2015 GMC Terrain – Florida Sheriff's Association cost summary

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	56,300	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	56,300	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services						
Account Number	Account Description	FY2015 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
530-9010-549.64-30	Machinery and Equipment / Vehicles	2,004,161	N/A	1,014,547.30	56,300	958,247.30

C. Department Fiscal Review: FL



CITY OF LAKE WORTH

Prepared for:	Contract Holder	DATE:
CITY OF LAKE WORTH FLEIPE LOFASO FLOFASO@LAKEWORTH.ORG	Duval Ford Fleet Sales MATT FORTE (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 904-505-9682 MATT.FORTE@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	5/20/15

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #14.22.0904 chassis / 14.22.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered **white exterior** unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC 27	2015 FORD EXPEDITION (U1F)	\$ 26,300.00
0	102A	SSV PACKAGE INCLUDES 3.73 AXLE RATIO AND VINYL SECOND ROW	\$ -
0	875	3RD ROW SEAT	\$ 874.00
0	186	RUNNING BOARDS	\$ 434.00
0	21F	2ND ROW CLOTH BENCH	\$ 119.00
0	50F	FLEET CONVENIENCE PACKAGE INCLUDES AM/FM CLOCK RADIO	\$ 394.00
0	Z1.CH	OXFORD WHITE EXT WITH EBONY CLOTH BUCKET SEATS	\$ -
0	OOS	OUT OF STOCK CHARGE	\$ 562.42
0	STD	POWER WINDOWS AND DOOR LOCKS	\$ -
0	CE575	EXTRA CARE WARRANTY 5YR, 75K MILES	\$ 1,710.00
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$90 \$ -

UNIT COST \$ 30,393.42

TOTAL QUANTITY 1 **TOTAL PURCHASE** \$ 30,393.42



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FULL SIZE 4-DOOR UTILITY VEHICLES - 4X2 SPECIFICATION #27

2015 Ford Expedition (U1F)

The Ford Expedition (U1F) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$25,990.00	\$25,990.00	\$26,100.00	\$26,300.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Expedition (UIF)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$25,990.00	\$25,990.00	\$26,100.00	\$26,300.00

Order Code	Delete Options	All Zones
	Deep tinted glass	NA
	On-Star	NA
	Satellite radio	NA

Order Code	Add Options	All Zones
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Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	CNG model - specify	NA
	Bi-fuel model - specify	NA
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
536 ¹	Transmission oil cooler <i>Requires HD Trailer Towing Package. Included in 202a package with model upgrade¹</i>	NC ¹
	Alternator, 130-Amp <i>150 Amp std¹</i>	Std ¹
X3L ¹	Limited slip differential <i>3.73 Ratio Limited Slip rear axle¹</i>	NC ¹
TREM ¹	Tremco anti-theft - foot activated, dealer installed	\$196.00 ¹
SFST ¹	SafeStop vehicle anti-theft - key activated or emergency lights activated, plug-&-play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less	\$226.00 ¹
UIH ¹	Manufacturer's model upgrade package (specify pkg. bid) <i>ALL XL EQUIPMENT PLUS UIH Model with 200a package: EXTERIOR Bumpers and Wheel-Lip Moldings – Body-Colored Door Handles – chrome Exhaust – Single, Chrome-Tip Grille – Bright chrome Outer w/Magnetic inserts LED Fog Lamps Rear Appliqué – Bright chrome w/Magnetic accent bar Trim – Body-Colored Wheels/Tires – 18" Machined-Aluminum Wheels (275/65R18AT OWL) INTERIOR/COMFORT Seats – 3rd Row – Fold-Flat 60/40FUNCTIONAL Audio — AM/FMSingle-CD/Single w/6speakers,4.2" Instrument cluster / 4.2" Center Stack w/rear view camera— SYNC®Voice-Activated Communications and Entertainment System— SiriusXM Satellite Radio Power-Adjustable Pedals (without Memory) Power Rear-Quarter Windows Progressive Range Select Reverse Sensing System Single-Zone Electronic Air Temperature Control (EATC) Steering Wheel with Audio Controls Universal Garage Door Opener. see fleet.ford.com for complete listing¹</i>	\$7,244.00 ¹
WH/XH ¹	Seat trim upgrade - specify <i>Requires UIH model plus 201a package upgrade; or u1h model with 202a package upgrade. Leather: Front Bucket Seats with 40/20/40 Split 2nd Row Seat and 3rd Row 60/40 PowerFold® Seat (8 Passenger)¹</i>	NC ¹
65R ¹	Remote vehicle start <i>Requires model upgrade and selection of 202a package. Included at no charge in 202a package. NA base¹</i>	NC ¹
3k ¹	Additional Key(s) or Key Fob(s) when applicable HOW MANY KEYS COME STANDARD?	\$240.00 ¹

VEHICLE:	Expedition (UIF)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$25,990.00	\$25,990.00	\$26,100.00	\$26,300.00

HAVIS ¹	Console <i>Dealer installed Havis emergency equipment console. Please specify radio brand and model number for appropriate radio blank. Options available. Includes upholder, armrest and filler plates. Plastic factory console with center shifter included in all model upgrade packages¹</i>	\$625.00 ¹
CH ¹	Bucket seats	Std ¹
21F ¹	Cloth 2nd row seat <i>Included in model upgrade packages¹</i>	\$119.00 ¹
875 ¹	Third row seat <i>Included in model upgrade packages¹</i>	\$874.00 ¹
	Floor carpet with color keyed floor mats <i>Included in model upgrade packages¹</i>	NC ¹
	Air conditioning - front and rear	Std
	Privacy glass, factory installed <i>For front windows tinted add \$115¹</i>	Std ¹
	Side air protection (may affect cage availability)	Std
VV ¹	Vent visors - stick-on style	\$160.00 ¹
RS ¹	Rainshields - flange style	\$160.00 ¹
BSM ¹	Body side molding <i>Lower cladding standard. NOTE: BASE UNIT HAS GREY LOWER CLADDING AND CANNOT BE PAINTED. Painted center molding add \$185¹</i>	Std ¹
186 ¹	Running boards <i>Included with model upgrade packages¹</i>	\$434.00 ¹
43D ¹	Daytime running lights	\$44.00 ¹
	Immobilize daytime running lights	Std
	Mirrors, camper type	NA
WGG ¹	Wrap-around grille guard <i>For 8000 # Winch add \$1250. Warn model grill guard with eyelets.¹</i>	\$1,296.00 ¹
	Tow hooks <i>Included in Base model with SSV package¹</i>	Std ¹
	Standard towing package	Std
536 HD ¹	Heavy duty towing package, includes HD class III receiver with 2" ball <i>Upgrades standard 6000 lb tow capacity adds Heavy-Duty Trailer Tow Package 9200 LB . Class IV Trailer Hitch receiver Wiring harness w/4 & 7 pin connector Heavy-duty auxiliary transmission oil cooler Heavy-duty radiator Electronic braking wiring kit Integrated Trailer Brake Controller, trailer hardware bar ball pin clip and insert.¹</i>	\$725.00 ¹
	All terrain tires <i>(265/70R17 AT OWL)¹</i>	Std ¹
N2 ¹	Nitrogen filled tires including spare tire	\$216.00 ¹
	Full size spare tire and rim	Std
153 ¹	Front license bracket	NC ¹
	Backup alarm, factory installed	NA
BUA ¹	Backup alarm, dealer installed	\$130.00 ¹

VEHICLE:	Expedition (UIF)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$25,990.00	\$25,990.00	\$26,100.00	\$26,300.00

	Backup camera with 3.5' LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	Std
BUC ¹	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	\$695.00 ¹
SPB12 ¹	Setina PB100A12 – 12" Aluminum Push Bumper	\$775.00 ¹
SPB16 ¹	Setina PB100A16 – 16" Aluminum Push Bumper	\$775.00 ¹
SPB300 ¹	Setina PB300 Push Bumper	\$775.00 ¹
GR5 ¹	Go Rhino 5000 Series Push Bumpers	\$775.00 ¹
	Rear Transport Seat – Laguna System 3P	NA
	Rear Transport Seat – Pro Gard 6000 Series	NA
	Rear Transport Seat with extended seat belt – Patriot PSCV1	NA
CAGE 8S ¹	Setina 8S Lexan cage with 1/2 lexan and 1/2 expanded metal with full lower extension panel, dealer installed <i>Add \$130 for recessed panel and \$385 for gunlock¹</i>	\$775.00 ¹
CAGE 10XLC ¹	Setina #10 Series Lexan Cage with sliding window, full width lower extension panel, dealer installed <i>For gunlock add \$385. Setina Extended legroom prisoner cage. Offered with Horizontal Sliding. Inquire about stationary window options. Recessed weapon storage panel and Extensions panel included.¹</i>	\$846.00 ¹
CAGE 12VS ¹	Setina #12 Series Lexan Cage, partition installed behind 2nd row seat <i>1-Piece Vinyl Coated 11-Gauge Expanded Metal Window 1 1/2" x 2" Extruded Aluminum Window Framework 14 Gauge Steel Seat Back Protector Panel Rugged Zinc-Free Powder Coat Finish¹</i>	\$500.00 ¹
CAGE PG SS ¹	Pro-Gard P2600 Series Polycarbonate (Lexan) Cage with sliding window, full width lower extension panel, dealer installed <i>Space saver partition with window option 14 polycarbonate center sliding window with metal insert.¹</i>	\$846.00 ¹
K9 ¹	K-9 Container. All aluminum In-Vehicle (rear seat area) K-9 Container to protect the public, officer, K-9, and vehicle. Please specify vehicle year, make and model. Call for installation, shipping, and/or delivery prices. <i>Includes rubber liner, water dish and freight on parts including installation. Black powder coat finish available upon request¹</i>	\$2,700.00 ¹
ERD ¹	Electronic Remote Rear Door Opening system to be used with the K-9 Container. Allows the officer to release the K-9 from the vehicle from a remote position. <i>Rescue Remote door opening system¹</i>	\$780.00 ¹
HAS ¹	Heat Alarm System to be used in a K-9 vehicle. Warns officer when dangerously high temperatures are inside the vehicle. <i>Climate guard express heat alarm system¹</i>	\$1,554.00 ¹
201A ¹	Optional equipment - specify <i>Requires UIH model upgrade purchase. Includes all 200a package contents plus 201a: Mirrors: MIC Black, Power, Heated w/Integrated Blind Spot Mirror, 10-Way Power-Adjustable Driver's Seat w/6-way Power-Adjustable Passenger Seat, Leather-Trimmed 1st and 2nd rows, 3rd Row 60/40 PowerFold® seats, Power Liftgate¹</i>	\$3,000.00 ¹
202A ¹	Optional equipment - specify <i>Requires UIH MODEL purchase upgrade. Includes all 201a and 202a contents: Heated/Cooled Front Seats w/10-way Power Passenger Seat Leather-Trimmed 1st and 2nd rows 3rd Row 60/40 PowerFold® seats Power Tilt/Telescoping Steering Wheel Memory: Drivers Seat, Power-Adjustable Pedals, Steering Wheel & Mirrors Remote Start Dual-Zone Electronic Air Temperature Control (DEATC) Power Liftgate SYNC® w/MyFord Touch® – two 4.2" screens in instrument cluster, 8" touch-screen in center stack, SIRIUS® satellite radio Leather-wrapped shift knob?? Premium Sony® Sound System with single-disc CD/MP3 player and 12 Sony® branded speakers 110V Power Inverter Ambient Lighting</i>	\$6,620.00 ¹

VEHICLE:	Expedition (UIF)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$25,990.00	\$25,990.00	\$26,100.00	\$26,300.00

	<i>Heavy-Duty Trailer Tow Package Class IV Trailer Hitch receiver Wiring harness w/4 & 7 pin connector Heavy-duty auxiliary transmission oil cooler Heavy-duty radiator Electronic braking wiring kit Integrated Trailer Brake Controller</i> ¹	
LTS ¹	Optional equipment - specify <i>Havis laptop base, pole stand, and universal locking laptop tray. Options available</i> ¹	\$695.00 ¹
RPO ¹	Optional equipment - specify <i>Any factory option not listed within specification is eligible for the discount amount indicated as a credit per item off the manufacturer's current MSRP schedule per fleet.ford.com</i> ¹	\$5.00 ¹
RDC ¹	Optional equipment - specify <i>Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b. Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements included. Not applicable when agency is domiciled in same zone as the base award. Amount is computed via statistical algorithm utilizing trending market sales data and median variable freight costs within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is derived per section 3.55</i> ¹	\$395.00 ¹
LABOR ¹	Labor rate per hour <i>Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation</i> ¹	\$115.00 ¹
TEMP ¹	Temporary tag	\$6.00 ¹
TX ¹	Transfer existing registration (must provide tag number)	\$85.00 ¹
TAG ¹	New state tag (specify state, county, city, sheriff, etc.)	\$130.00 ¹
MP575 ¹	Maintenance Plan - specify <i>5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.</i> ¹	\$1,860.00 ¹
MP675 ¹	Maintenance Plan - specify <i>6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.</i> ¹	\$1,905.00 ¹
MP610 ¹	Maintenance Plan - specify <i>6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.</i> ¹	\$2,400.00 ¹
CB575 ¹	Warranty - specify <i>5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2000. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP October 2014 Pricing Guide. ADD \$605 FOR FIRE, POLICE, EMS</i> ¹	\$1,475.00 ¹
CE575 ¹	Warranty - specify <i>5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$2425. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP October 2014 Pricing Guide ADD \$555 FOR FIRE, POLICE, EMS</i> ¹	\$1,710.00 ¹
CP575 ¹	Warranty - specify <i>5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3330. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP October 2014 Pricing Guide ADD \$505 FOR FIRE, POLICE, EMS</i> ¹	\$2,400.00 ¹



Specification #	24
Unit Description	TLG26

Prepared for: _____ Prepared by: _____

5/21/2015
 City of Lake Worth
 Attn: Felipe A. Lofaso
flofaso@lakeworth.org
 561-586-1720

Garber Chevrolet Buick GMC
 Ryan Davis
 (904) 264-2442 ext.2350 FAX: (904) 284-0054
 3340 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association. (https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is 14-22-0904, expiring September 30th, 2015 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

				Base Price
TLG26	2015 GMC Terrain AWD 4dr SLE w/SLE-1			\$22,933.00
Codes	Optional Equipment	OEM Msrp	Discount	Net Price
	If Purchase Order is Received after 5/28/15 Quote will be for 2016 Model if Price Protection is Extended to Dealer from GMC			
3SA	SLE-1 PREFERRED EQUIPMENT GROUP	Included		\$0.00
LEA	ENGINE, 2.4L DOHC 4-CYLINDER SIDI	Included		\$0.00
MX0	TRANSMISSION, 6-SPEED AUTOMATIC	Included		\$0.00
GAZ	SUMMIT WHITE (Or Standard Exterior Color)	Included		\$0.00
AR9	SEATS, FRONT BUCKET	Included		\$0.00
AFA	JET BLACK, CLOTH	Included		\$0.00
UFU	AUDIO SYSTEM, COLOR TOUCH AM/FM/SIRIUSXM STEREO WITH CD PLAYER AND MP3 PLAYBACK	Included		\$0.00
VQG	LPO, PROTECTION PACKAGE	300	(\$15.00)	\$285.00
VLI	LPO, ALL-WEATHER REAR CARGO MAT, BLACK	75	(\$3.00)	\$72.00
NS	NITESAVER 5" RED/WHITE INTERIOR DOME LAMP	126		\$126.00
6YR/100K	GM MAJOR GUARD 6 YEAR/100K MILE \$0 DEDUCTIBLE WARRANTY	2490		\$2,490.00
DEL	DELIVERY	Included		\$0.00
	Standard Exterior Colors:			
	(GAN) Quicksilver Metallic			
	(GBA) Onyx Black			
	(GWS) Silver Sky Metallic			
	(GWT) Champagne Silver Metallic			
	(GXG) Iridium Metallic			
	(G1M) Dark Sapphire Blue Metallic			
TOTAL PURCHASE AMOUNT PER VEHICLE				\$ 25,906.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X4 OR AWD SPECIFICATION #24

2015 GMC Terrain (TLG26)

The GMC Terrain (TLG26) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$22,933.00	\$22,833.00	\$22,857.00	\$22,933.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Terrain (TLG26)			
DEALER:	Garber Chevrolet Buick GMC Truck Inc.	Garber Chevrolet Buick GMC Truck Inc.	Alan Jay Chevrolet, Buick, GMC, Cadillac	Garber Chevrolet Buick GMC Truck Inc.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$22,933.00	\$22,833.00	\$22,857.00	\$22,933.00

Order Code	Delete Options	Western & Northern & Southern Central	
		NA ¹	NA
	Cruise control <i>Model Standard, Cannot be Deleted</i> ¹	NA ¹	NA
	Tilt steering wheel <i>Model Standard, Cannot be Deleted</i> ¹	NA ¹	NA
	Power windows <i>Model Standard, Cannot be Deleted</i> ¹	NA ¹	NA
	Power door locks <i>Model Standard, Cannot be Deleted</i> ¹	NA ¹	NA
UEO ²	On-Star <i>Deletes Bluetooth and compass display (Requires U2J)</i> ²	\$50.00	\$50.00 ²
U2J ²	Satellite radio	\$75.00	\$30.00 ²
	Limited slip differential on 4-wheel drive	NA	NA

Order Code	Add Options	Western & Northern & Southern Central	
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Please refer to Part E - Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

TLK26/LFX ¹ LFX ²	Engine upgrade - specify <i>AWD 4dr SLE with SLE-2; ENGINE 3.6L V6 SiDi</i> ¹ <i>3.6L V6 FFV (Req's TLK26-SLE2)</i> ²	\$2,950.00 ¹	\$1,497.00 ²
	CNG model - specify	NA	NA
	Bi-fuel model - specify	Std	NA
	CNG conversion (discuss with dealer)	NA	NA
	LPG conversion (discuss with dealer)	NA	NA
	Factory external engine oil cooler	NA	NA
DRYCELL ²	Battery, 650-cca or greater <i>Dir Provided Dry Cell Battery Min 750CCA (Replaces Factory Lead Acid Battery)</i> ²	NA	\$379.00 ²
	Tremco anti-theft - foot activated, dealer installed	NA	NA
TLK26 ¹ TLK26-SLE2 ²	Manufacturer's model upgrade package (specify pkg, bid) <i>AWD 4dr SLE with SLE-2</i> ¹ <i>Includes: 17" Alum Whls, Charcoal Luggage Rails, Color Touch audio system 7" display USB and Aux Port and iPod support includes intellilink, Audio System pioneer prem 8 speaker system with sub and amp, Bluetooth Streaming Audio (upgradeable to UHQ) Prem cloth trim, 8 way pwr driver seat, leather wrapped steering wheel with audio and cruise control, automatic climate control</i> ²	\$1,475.00 ¹	\$1,497.00 ²
TLK26-SLT ²	Seat trim upgrade - specify <i>Includes all items in TLH26-SLE2 Plus: Leather perforated seats, heated driver and pass seats, remote start.</i> ²	NA	\$3,259.00 ²

VEHICLE:	Terrain (TLG26)			
DEALER:	Garber Chevrolet Buick GMC Truck Inc.	Garber Chevrolet Buick GMC Truck Inc.	Alan Jay Chevrolet, Buick, GMC, Cadillac	Garber Chevrolet Buick GMC Truck Inc.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$22,933.00	\$22,833.00	\$22,857.00	\$22,933.00

UHQ ²	AM/FM radio with single CD <i>CD PLAYER IS STD (Option only available with TLH26-SLE2) Audio System Feature, Color Touch GPS Navigation</i> ²	Std	\$494.00 ²
3K ¹ 3K ²	Additional Key(s) or Key Fob(s) when applicable <i>Includes remote keyless FOB where applicable.</i> ²	\$176.00 ¹	\$373.00 ²
NS ¹ DOME ²	Remote keyless entry 5" round dome lamp between sunvisors <i>Dealer Installed 5" round dome lamp in addition to standard vehicle reading/dome lighting.</i> ²	Std \$126.00 ¹	Std \$229.00 ²
VQG ¹ VQG ²	Rear window defogger Rear window washer/wiper with intermittent feature Heavy duty rubber floor mats <i>LPO, PROTECTION PACKAGE includes front and rear all-weather floor mats and front and rear molded splash guards</i> ¹ <i>LPO Protection Package includes all weather floor mats and molded splash guards Factory Ordered - Dealer installed or (WTF 443461-442712 HD Molded Floor Liners by Weather Tech includes freight and installation \$229)</i> ²	Std Std \$285.00 ¹	Std Std \$229.00 ²
RAI ¹ DD42 ²	Cargo area cover <i>LPO, CARGO AREA CLOSE-OUT PANEL</i> ¹ <i>Dealer Provided Cargo Cover</i> ²	\$128.00 ¹	\$189.00 ²
VVS ¹ RS ²	Privacy glass, factory installed <i>Factory Rear Deep Tint Glass Standard (Add Dealer installed Deep Tint Film front 2 doors \$129)</i> ² Side air protection (may affect cage availability)	Std Std	Std ² Std
RSF ²	Vent visors - stick-on style <i>(Front doors only \$110)</i> ²	\$126.00 ¹	\$189.00 ²
DRB ²	Rainshields - flange style <i>(Front doors only \$110)</i> ²	NA	\$189.00 ²
	Running boards	NA	\$679.00 ²
	Daytime running lights	Std	Std
	Immobilize daytime running lights	NA	NA
	Fog lamps	Std	Std
	Tow hooks	NA	NA
N2 ²	Nitrogen filled tires including spare tire	NA	\$89.00 ²
FSS ²	Full size spare tire and rim <i>Compact Spare Tire and Rim Included</i> ¹ <i>Ships Loose in Cargo Area (May not cosmetically match factory wheels and tires)</i> ²	NA ¹	\$479.00 ²
VK3 ¹ VK3 ²	Outside tire carrier Front license bracket <i>LICENSE PLATE BRACKET, FRONT</i> ¹ <i>Factory Ordered (Dir provided \$79)</i> ²	NA \$14.00 ¹	NA \$14.00 ²
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	Std	Std

VEHICLE:	Terrain (TLG26)			
DEALER:	Garber Chevrolet Buick GMC Truck Inc.	Garber Chevrolet Buick GMC Truck Inc.	Alan Jay Chevrolet, Buick, GMC, Cadillac	Garber Chevrolet Buick GMC Truck Inc.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$22,933.00	\$22,833.00	\$22,857.00	\$22,933.00

BUC ¹ BUC ²	Backup camera with 3.5' LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	NA ¹	NA ²
	Setina PB100A12 – 12" Aluminum Push Bumper	NA	NA
	Setina PB100A16 – 16" Aluminum Push Bumper	NA	NA
	Setina PB300 Push Bumper	NA	NA
	Go Rhino 5000 Series Push Bumpers	NA	NA
	Setina 8S Lexan cage with 1/2 lexan and 1/2 expanded metal with full lower extension panel, dealer installed	NA	NA
	Setina #10 Series Lexan Cage with sliding window, full width lower extension panel, dealer installed	NA	NA
	Setina #12 Series Lexan Cage, partition installed behind 2nd row seat	NA	NA
	Pro-Gard P2600 Series Polycarbonate (Lexan) Cage with sliding window, full width lower extension panel, dealer installed	NA	NA
	K-9 Container. All aluminum In-Vehicle (rear seat area) K-9 Container to protect the public, officer, K-9, and vehicle. Please specify vehicle year, make and model. Call for installation, shipping, and/or delivery prices.	NA	NA
	Electronic Remote Rear Door Opening system to be used with the K-9 Container. Allows the officer to release the K-9 from the vehicle from a remote position.	NA	NA
	Heat Alarm System to be used in a K-9 vehicle. Warns officer when dangerously high temperatures are inside the vehicle.	NA	NA
SOM ¹ SAFE-T ²	Optional equipment - specify <i>LPO, ILLUMINATED DOOR SILL PLATES, FOR FRONT DOORS¹</i> <i>Fire Extinguisher First Aid Kit and Road Triangles²</i>	\$357.00 ¹	\$329.00 ²
VQK ¹ MJYAAAAP ²	Optional equipment - specify <i>LPO, FRONT AND REAR SPLASH GUARDS, CUSTOM MOLDED (Not available with (VQG) Protection Package, LPO.)¹</i> <i>Whelen Mini Justice Bar (Amber)for Citizens on Patrol²</i>	\$152.00 ¹	\$979.00 ²
VLI ¹ 3BLS ²	Optional equipment - specify <i>LPO, ALL-WEATHER REAR CARGO MAT, BLACK¹</i> <i>3rd Brake Light Safety Pulse "Rear Collision Avoidance" (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)²</i>	\$72.00 ¹	\$229.00 ²
K05 ¹ DTF ²	Optional equipment - specify <i>ENGINE BLOCK HEATER¹</i> <i>Dealer Installed Deep Tint Film (Add \$49 for Windshield Strip)²</i>	\$72.00 ¹	\$279.00 ²
G22 ¹ 425-5274 ²	Optional equipment - specify <i>CYPRESS GREEN METALLIC¹</i> <i>Computer Mount Stand (Add \$299 for Pwr inverter with (2) 110v outlets to charge laptop or tablet)²</i>	\$470.00 ¹	\$479.00 ²
LABOR ²	Labor rate per hour <i>(Labor Rates Based on Single Vehicle Build)²</i>	\$75.00	\$105.00 ²
TEMP ²	Temporary tag	\$6.00	\$25.00 ²
TRANS ²	Transfer existing registration (must provide tag number) <i>Includes two way overnight shipping for signature²</i>	\$86.00	\$123.60 ²

VEHICLE:	Terrain (TLG26)			
DEALER:	Garber Chevrolet Buick GMC Truck Inc.	Garber Chevrolet Buick GMC Truck Inc.	Alan Jay Chevrolet, Buick, GMC, Cadillac	Garber Chevrolet Buick GMC Truck Inc.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$22,933.00	\$22,833.00	\$22,857.00	\$22,933.00

TAG ²	New state tag (specify state, county, city, sheriff, etc.) <i>Includes two way overnight shipping for signature ²</i>	\$129.10	\$175.70 ²
2yr/24k ¹ D-R9Y ²	Maintenance Plan - specify <i>Two Year or 24,000 mile Oil Change, Tire Rotation, and Inspection (4 Maximum) ¹</i> <i>24mo / 24k mile scheduled maintenance program to include oil / filter change, 4-wheel tire rotation, and conduct a 27-point vehicle inspection. The plan covers up to (4) service visits within the 24 month period. ²</i>	Incl. ¹	\$134.00 ²
	Maintenance Plan - specify	NA	NA
	Maintenance Plan - specify	NA	NA
5yr/60k ¹ MG4100 ²	Warranty - specify <i>GM Major Guard 5 year or 60,000 Mile \$0 Deductible Warranty ¹</i> <i>Major Guard 4yr 100k mile extended warranty \$0 deductible ²</i>	\$1,515.00 ¹	\$1,920.00 ²
5yr/100k ¹ MG575 ²	Warranty - specify <i>GM Major Guard 5 year or 100,000 Mile \$0 Deductible Warranty ¹</i> <i>Major Guard 5yr 75k mile extended warranty \$0 deductible ²</i>	\$2,140.00 ¹	\$1,720.00 ²
6yr/100k ¹ MG6100 ²	Warranty - specify <i>GM Major Guard 6 year or 100,000 Mile \$0 Deductible Warranty ¹</i> <i>Major Guard 6yr 100k mile extended warranty \$0 deductible ²</i>	\$2,490.00 ¹	\$2,490.00 ²

TOTAL -
\$25,906.00



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: Water/Sewer Utilities

EXECUTIVE BRIEF

TITLE:

Task Order No. 8 with Craven Thompson and Associates, Inc. for design and bid phase services for the Watermain Replacement Downtown project

SUMMARY:

The Task Order authorizes Craven Thompson and Associates, Inc. to complete design and bid phase services for the Watermain Replacement Downtown project for a price not to exceed \$44,500.

BACKGROUND AND JUSTIFICATION:

This project has been identified by water distribution staff to replace several problem areas in the downtown corridor where there have been frequent water main breaks. The lines are undersized and lack Palm Beach County Health Department required minimum separation from other utilities, as well as ground depth. The new lines will be PVC, and will be sized in accordance with fire flow requirements. This project will also connect two 12inch mains that serve as a water distribution system backbone in the downtown area.

This project will reduce the water main breaks for the downtown area, thereby reducing the frequency of boil water notices, improving water service pressure and quality, and reducing maintenance costs, as well as bringing the system into compliance with Health Department requirements. The project will also remove two dead ends to the system, and improve water circulation, pressure, and help maintain chlorine residuals in this area.

Craven Thompson and Associates, Inc. was the Engineering Consulting firm selected by the City of Lake Worth as for a continuing services contract, Contract No. **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 complete design and bid phase services for the Watermain Replacement Downtown project by the Lake Worth Water Utilities Department.

This project will be funded using a portion of the remaining balance of the 14th 15th and Crestwood Water main project, which is now complete

MOTION:

I move to approve/disapprove Task Order No. 8 with Craven Thompson and Associates, Inc. for design and bid phase services for the Watermain Replacement Downtown project for a price not to exceed \$44,500; and a \$44,500 budget balance transfer from the 14th 15th and Crestwood Watermain project.

Attachments

- 1) Fiscal Analysis
- 2) Task Order
- 3) CIP sheet
- 4) Replacement Map

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	\$44,500	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	\$44,500	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 402-7022-533.63-00. The funds will be transferred from project #WT1409 to number WT1410 in the same account. This account provides funding for all watermain improvement projects. This project will be funded using a portion of the remaining balance of the 14th 15th and Crestwood Watermain project which is now complete. The construction of this project is budgeted for next fiscal year.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2015 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.63-00	Water Distribution Capital	WT-1410	\$0	\$44,500	\$44,500	-\$44,500	\$0

C. Fiscal Review:

Larry Johnson – Director
 Monica Shaner –Assistant Utilities Director
 Clyde Johnson - Finance



Capital Improvement Program (CIP) Project Request Form

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

Project Title:	Downtown Watermain	Category Criteria	Improvement/Replacement
Responsible Department:	Utilities	Division:	Water Distribution
Project Manager:	Larry Johnson	Project Location:	Lake & Lucerne, G J K L M S
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		50,000			-	-	-	-
Land Acquisition								-
Permits								-
Construction			800,000	-		-	-	800,000
Inspection / Testing				-	-	-	-	-
Furniture / Fixtures / Equipment								-
Contingency / Miscellaneous				-	-	-	-	-
Other / Indirect								-
Total Expenditures	\$ -	\$ 50,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ 800,000

Project Description:
<p>This project has been identified by water distribution staff to replace several problem areas in the downtown corridor where there have been frequent watermain breaks. The lines are undersized and lack Palm Beach County Health Department required minimum separation from other utilities, as well as ground depth. The new lines will be PVC, and will be sized in accordance with fireflow requirements. This project will also connect two 12inch mains that serve as a water distribution system backbone in the downtown area.</p>
Project Need / Justification / Benefits:
<p>This project will reduce the watermain breaks for the downtown area, thereby reducing the frequency of boil water notices, improving water service pressure and quality, and reducing maintenance costs, as well as bringing the system into compliance with Health Department requirements. The project will also remove two dead ends to the system, and improve water circulation, pressure, and help maintain chlorine residuals in this area.</p>

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	-	50,000	800,000	-	-	-	-	800,000
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:	-	50,000	800,000	-	-	-	-	\$ 800,000

#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	-	50,000	800,000	-	-	-	-	800,000
Grant Funding	-	-	-	-	-	-	-	-
Other Outside Funding	-	-	-	-	-	-	-	-
Revenue Enhancements	-	-	-	-	-	-	-	-
Total Revenue Funding:	\$ -	\$ 50,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ 800,000

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:	-
A.2- Revenue #2	-	B.2- Debt Service Costs:	-
A.3- Revenue #3	-	B.3- Contract Services:	-
A.4- Revenue #4	-	B.4- Fixed Costs:	-
Revenue Totals (A.1 -to- A.4)	-	Expense Totals (B.1 -to- B.8)	\$ -

Task Order No. 8

City of Lake Worth – Water Main Replacement Downtown

A. BACKGROUND

The City of Lake Worth ("CITY") has entered into an engineering consulting services agreement entitled "Standard Professional Consulting Services Agreement, Awarded per RFQ 12-13-302" with Craven Thompson & Associates, Inc. (CTA) on the 1st day of July, 2014 (the "Agreement"). This Consultant Services Authorization ("CSA") shall be performed under the terms and conditions described in that Agreement.

B. PROJECT DESCRIPTION

This project has been identified by water distribution staff to replace several problem areas in the downtown corridor where there have been frequent water main breaks. The lines are undersized and lack Palm Beach County Health Department required minimum separation from other utilities, as well as ground depth. The new lines will be PVC, and will be sized in accordance with fire flow requirements. This project will also connect two 12-inch mains that serve as a water distribution system backbone in the downtown area.

Location: Water Main Improvements are anticipated on the following streets:

N. G Street (approximately 170-feet between Lake Avenue and Lucerne Avenue)

N. J Street (between south right of way of Lake Avenue to north right of way of 2nd Avenue N.- approximately 760-feet)

N. K Street (between south right of way of Lake Avenue to south right of way of Lucerne Avenue - approximately 280-feet)

N. L Street (between south right of way of Lake Avenue to south right of way of Lucerne Avenue - approximately 280-feet)

N. M Street (between south right of way of Lake Avenue to north right of way of 1st Avenue N.- approximately 440-feet)

Alley between Lake Avenue and Lucerne Avenue (between centerline median of N. Dixie Highway to east right of way of N. L Street- approximately 940-feet)

C. SCOPE OF SERVICES

The specific scope is as follows (survey and construction services provided in a separate task order):

I. GEOTECHNICAL ENGINEERING AND TEST HOLES (to be provided by sub-consultant)

1.1 Geotechnical Testing Services (CTA Task No. 31006)

Geotechnical services to include soil borings.

Lump Sum\$4,000.00

1.2 Test Holes (CTA Task No. 33160 & 33030)

Test holes exploration to determine location of existing underground utilities at potential utility crossings. This includes a maximum (15) test-hole locations and horizontal and vertical location of test hole.

Lump Sum\$4,500.00

II. CIVIL ENGINEERING SERVICES

2.0 Engineering Design

2.1 Engineering Study-Water Main Hydraulic Model (CTA Task No. 31004)

Prepare hydraulic water main model adjacent to project area to determine proposed water main pipe routing and sizes.

Lump Sum\$6,000.00

2.2 Engineering Plans (CTA Task No. 31025)

Prepare engineering design plans for 60% and 100% submittals for the roadway and streetscape improvements. The plans shall include General Notes and Specifications, Water and Sewer Plan and Details. Prepare Cost Estimates for 60%, and 100% submittals.

Lump Sum\$17,700.00

2.3 Prepare and Process Permit Applications (CTA Task No. 31080)

Prepare and process permit applications and supporting documents through appropriate state and local agencies including:

- Palm Beach County Public Health Unit
- Florida Department of Transportation Utility Connection Permit

Lump Sum\$4,500.00

2.4 Prepare Contract Documents for Bidding purposes (CTA Task No. 31115)

- Prepare Contract Documents for Bidding purposes including Technical Specifications, Bid Schedule, Measurement and Payment, Bidding Assistance, Addendum preparation and Bid Review.

Lump Sum \$4,000.00

- 2.5 Meeting Attendance (CTA Task No. 31100)
Prepare for and attend coordination (6) meetings regarding the proposed project. This task shall include meetings with the City staff.

Lump Sum\$2,500.00

III. MISCELLANEOUS SERVICES

- 3.1 Reimbursable Expenses (CTA Task No. 31140)
Reimbursable expenses shall include payment to Palm Beach County Sheriff's Office (PBCSO) for fire flow tests, printing, copying, postage, photographic services, Federal Express and courier services.

Estimated Budget\$1,300.00

SUMMARY OF FEES

GEOTECHNICAL ENGINEERING AND TEST HOLES SERVICES	\$8,500.00
CIVIL ENGINEERING DESIGN SERVICES	\$34,700.00
REIMBURSABLES	\$1,300.00
TOTAL	\$44,500.00

D. COMPENSATION

This Task Order is issued for lump sum amount of **\$44,500.00**. The above described Scope of Services identifies all costs and expenses included in the lump sum amount.

E. DELIVERABLES

1. 60% Submittal
 - One hard copy to City Staff.
2. 100% Final Submittals
 - Sets of plans signed and sealed.
 - Cover SheetC-1
 - General Notes.....C-2
 - Water and Sewer PlanC-3 Through C-11
 - Water and Sewer Details.....C-12 Through C-13
 - One hard copy: technical specs and final cost estimate.
 - Technical Specifications including CSI Division 2.
 - Bid Schedule.
 - Final cost estimate.
 - One digital copy with technical specifications (editable version) that can be incorporated in our bid package, which includes geotechnical report.
 - One digital copy (editable version) of bid item list and construction estimate.

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

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

Approved as to form and legal sufficiency:

By: Christy Goddeau
Christy Goddeau
City Attorney

ATTEST:
Sufficiency:

Pamela J. Lopez, City Clerk

Date

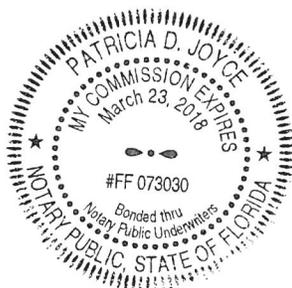
CRAVEN THOMPSON & ASSOCIATES, INC.

By: Patrick J. Gibney
Patrick J. Gibney, P.E.
Vice President, Engineering

6/11/15
Date

STATE OF FLORIDA)
COUNTY OF BROWARD COUNTY)

The foregoing instrument was acknowledged before me this 11th day of June, 2015, by **Patrick J. Gibney, P.E.**, of **Craven Thompson & Associates, Inc.**, a Florida Corporation, on behalf of the corporation, and who is **personally known** to me or who has produced the following _____ as identification.



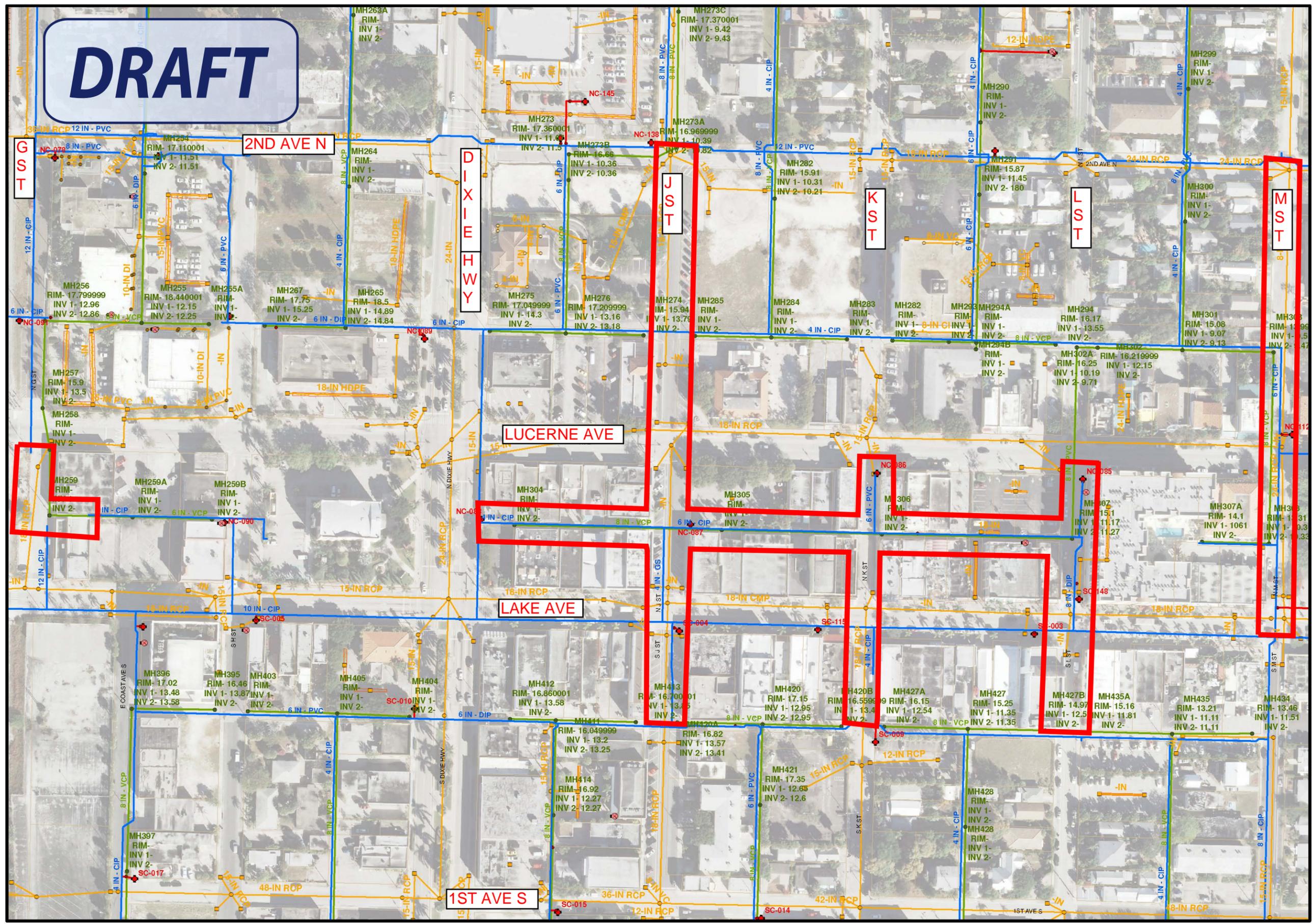
Notary Public:
Patricia D. Joyce
Print Name: PATRICIA D. JOYCE
My commission expires: 3/23/2018

CITY OF LAKE WORTH GIS MAPLET

Lake & Lucerne WM Replace



DRAFT





CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: Water/Sewer Utilities

EXECUTIVE BRIEF

TITLE:

Task Order No. 15 with Mock Roos and Associates for design and bid phase services for the 11th Avenue North Sewer Rehabilitation project

SUMMARY:

The Task Order authorizes Mock Roos and Associates to complete design and bid phase services for the 11th Avenue North Sewer Rehabilitation project for a price not to exceed \$49,600.

BACKGROUND AND JUSTIFICATION:

This work will involve replacing a badly deteriorated 10-inch to 12-inch vitrified clay trunk sewer line along 11th Avenue North that has created innumerable sewer backups in the area. The portion of the line from A street to the FEC right of way will be a complete tear up project. The portion of the line from the FEC railroad to Golfview Road will be rehabilitated using a cured in place liner, which is essentially a new pipe, restoring normal wastewater flow and correcting infiltration problems in this section of pipeline. The total length of the replacement & rehabilitation shall be approximately 4,900 feet.

Mock Roos & Associates was the Engineering Consulting firm selected by the City of Lake Worth as for a continuing services contract, Contract No. **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 complete design and bid phase services for the 11th Avenue North Sewer Rehabilitation project by the Lake Worth Water Utilities Department.

MOTION:

I move to approve/disapprove Task Order No. 15 with Mock Roos and Associates for design and bid phase services for the 11th Avenue North Sewer Rehabilitation project for a price not to exceed \$49,600.

Attachments

- 1) Fiscal Analysis
- 2) Task Order
- 3) CIP sheet

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	\$49,600	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	\$49,600	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 Local Sewer Capital Budget from account 403-7231-535.63-15.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2015 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
403-7231-535.63-15	Local Sewer Capital	LS-1403	\$0	\$50,000	\$50,000	-\$49,600	\$400

C. Fiscal Review:

Larry Johnson – Director
 Monica Shaner –Assistant Utilities Director
 Clyde Johnson - Finance



Capital Improvement Program (CIP) Project Request Form

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

(Page 1 of 2)

Project Title:	11th Ave N Trunkline Rehab	Category Criteria	Improvements
Responsible Department:	Utilities	Division:	Local Sewer
Project Manager:	Larry Johnson	Project Location:	11th Ave N
Project Identification Number:	UT-LS-XXXX	Programmed:	Yes
Project Type / Duration:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Existing <input checked="" type="checkbox"/> 1-Year <input 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		100,000						-
Land Acquisition								-
Permits								-
Construction			1,000,000					1,000,000
Inspection / Testing								-
Furniture / Fixtures / Equipment								-
Contingency / Miscellaneous								-
Other / Indirect								-
Total Expenditures	\$ -	\$ 100,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000

Project Description:
 This work will involve replacing a badly deteriorated 10-inch to 12-inch vitrified clay trunk sewer line along 11th Avenue North that has created innumerable sewer backups in the area. The portion of the line from A street to the FEC right of way will be a complete tear up project to be coordinated with a Public Services Greenways project scheduled for the same fiscal year. The portion of the line from the FEC railroad to Golfview Road will be rehabilitated using a cured in place liner, which is essentially a new pipe, restoring normal wastewater flow and correcting infiltration problems in this section of pipeline. The total length of the replacement & rehabilitation shall be approximately 4,900 ft.

Project Need / Justification / Benefits:
 The 11th Ave N sanitary sewer between N A St and Golfview Road is in a substantially deteriorated condition. This has resulted in subsidence of the street surface in several locations, and several backups in the area. The proposed pipe repair is to slip line this section of sewer and repair the pavement as needed. Excess infiltration and inflow (I & I) takes up sewer capacity needed for existing customers and future growth, and increases the operating costs for the utility department. This extra volume of water can also possibly overload the sewage collection system pipes causing backups or spills of raw sewage. This project will result decreased operating costs associated with pumping and treatment of this water. It will also restore the structural integrity of the pipeline.

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

	-	-
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Project Title: (Page 2 of 2) 11th Ave N Trunkline Rehab

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								-
Local Sewer Fund - 403	-	100,000	1,000,000	-	-	-	-	1,000,000
Golf Course Fund - 404								-
Regional Sewer Fund - 405								-
Stormwater Fund - 408								-
Refuse Fund - 410								-
Information Tech. Fund - 510								-
Garage Fund - 530								-
Total City Funding:	-	100,000	1,000,000	-	-	-	-	\$ 1,000,000

#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								-
Bond Proceeds								-
Internal Financing								-
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	-	100,000	1,000,000	-	-	-	-	1,000,000
Grant Funding	-	-	-	-	-	-	-	-
Other Outside Funding	-	-	-	-	-	-	-	-
Revenue Enhancements	-	-	-	-	-	-	-	-
Total Revenue Funding:	\$ -	\$ 100,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000

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)				-	\$ -

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

June 3, 2015

Ms. Monica Shaner, P.E.
Lake Worth Utilities
301 College Street
Lake Worth, FL 33460

Ref. No.: B5017.00 – Task Order No. 015
Subject: 11th Avenue North Sewer Rehabilitation – Design and Bid Phase Services

Dear Monica:

We are submitting the attached Proposal To Provide Design and Bid Phase Services for the 11th Avenue North Sewer Rehabilitation Project. Please review the attached proposal and return one signed copy to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the Scope of Services for a lump sum fee of \$49,600.

If you have any questions please contact me at 683-3113, extension 258. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.



John R. Leemon
Senior Project Manager

JRL:cbm
Enclosure
Copies: Bookkeeping

Proposal To Provide Design and Bid Phase Services for the 11th Avenue North Sewer Rehabilitation Project

Services to be provided by: Mock•Roos

Services provided to (City): City of Lake Worth

Proposal Date: June 3, 2015

Proposal Terms

A. Project Description:

The 11th Avenue North sanitary trunk line sewer has been scheduled for rehabilitation on the City's Capital Improvement Program for several years. The project includes the 10-inch and 12-inch sewer between the alley east of A Street extending to North Golfview Drive (approximately 4,900 L.F.). At that location the trunk line sewer connects to the North Golfview interceptor that flows south to the Master Pump Station. Initially the sewer was scheduled to be lined with a cured in place liner. However, after further investigation the 10-inch section downstream of the railroad tracks appears to be overloaded at peak flows. Therefore, this overloaded section is proposed to be replaced with a 12-inch sewer by the dig-up and replace method of construction. Mock•Roos will provide design and bid phase services for the project as more specifically set forth under **B. Scope of Services below.**

B. Scope of Services:

1. Mock•Roos will provide engineering and related services and act as the City's Engineer of Record for the above-described project.
2. Provide Preliminary Engineering Services:
 - a. Meet with the City staff to review the scope of the project, general location of proposed improvements, and obtain the City's input regarding expectations for the project.
 - b. Perform field review of the proposed sewer rehabilitation and reconstruction locations.
 - c. Provide a topographic survey of the area of the dig-up and replacement construction and provide base maps of the survey data. (Services to be provided by subconsultant.) The remaining sewer rehabilitation route will use existing base map data.
 - d. Submit base sheets to local utilities for mark-up of their existing utilities. Plot utility locations received on the drawing base sheets. Local utilities include telephone, cable, and gas, as well as Lake Worth Municipal Utilities.

- e. Submit preliminary base sheets to City for review and comment.
 - f. Meet with City staff to review preliminary submittal and respond to questions or comments.
3. Provide Design Phase Services:
- a. Provide design phase engineering services to develop the details of the sanitary sewer design.
 - b. Develop one set of construction drawings consisting of a cover sheet, key sheet, double plan-sheets for the cured in place sections, plan and profile sheets for the dig up and replace sections, and detail sheets.
 - c. Prepare technical specifications and a project manual for the project anticipated to be bid as a single project.
 - d. Submit progress drawings at the 60-percent and 95-percent completion.
 - e. Meet with the City after each submittal to review progress drawings, discuss design options, and respond to questions.
 - f. Estimate quantities and prepare an Engineer's Opinion of Probable Construction Cost.
 - g. Prepare a Health Department permit application package including attachments and submit for approval. (City will pay application fees.) Prepare and submit responses to Health Department comments, if required.
 - h. Prepare a FDOT permit application for utility construction in the North Dixie Highway right-of-way and submit for approval. (City will pay application fees.) Prepare and submit responses to FDOT comments, if required.
 - i. Provide final design phase deliverables consisting of construction drawings and project manual in paper copies and electronic PDF files.
4. Provide Bid Phase Services:
- a. Prepare project bid advertisement to be placed in the local newspaper. Provide electronic PDF copies of the drawings and project manual for the City to post on their web site.
 - b. Offer paper sets of the drawings and project manual for sale at Mock•Roos office.
 - c. Respond to questions from prospective bidders during the bid period.
 - d. Issue appropriate addendums, if necessary.

- e. Attend the bid opening, prepare a bid tabulation, review the qualifications of the apparent low bidder, and provide the City with a “Recommendation for Award”.
- f. Assist in preparing the construction contracts for execution including coordinating with the contractor for execution of the contracts.
- g. Coordinate with the City and the selected contractor to assist in awarding the contract.

C. Schedule:

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

D. Additional Services:

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

E. Fees and Rates:

1. Mock•Roos will complete the Scope of Services for the lump sum fee of \$49,600.
2. Mock•Roos can provide Additional Services at the Mock•Roos rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

F. Conditions:

1. All terms become valid upon Mock•Roos receiving one complete copy of this proposal.
2. This Proposal is based on the Scope of Services being completed on or March 31, 2016. If not completed by this date for reasons other than those within the control of Mock•Roos, Mock•Roos may request a change order as provided for in Mock•Roos' Contract with the Client (City Contract No. RFQ 12-13-302).
3. This proposal serves as a supplement to the general agreement between Mock•Roos and Client, Contract RFQ 12-13-302.
4. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

G. Acceptance and Authorization to Proceed:

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

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

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Pamela J. Lopez, City Clerk

By: _____
Christy Goddeau
City Attorney

Date

MOCK, ROOS & ASSOCIATES, INC.

By: _____
Thomas A. Biggs
Executive Vice President

6/3/2015
Date

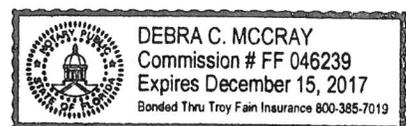
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of June, 2015, by Thomas A. Biggs, Executive Vice President of Mock, Roos & Associates, Inc., a Florida corporation, on behalf of the corporation, and who is personally known to me or who as produced the following _____ as identification.

Notary Public:

Debra C. McCray

Print Name: Debra C. McCray
My commission expires: 12/15/17



11th Avenue North Sewer Rehabilitation Program
for
City of Lake Worth
Estimate of Design Phase Engineering Fees

TASK	Project Manager	Project Engr.	CADD Draft	Admin. Assist.	TOTAL
I. Preliminary Engineering & Route Evaluation					
Initial Client Coordination	2	2		2	638
Coordinate Topo Survey	2	8	4	2	1,638
Prepare Base Sheets (7)	2	8	32		3,900
Utility Coordination	1	2	8	2	1,168
Preliminary Client Submittal	1	4	2	2	878
Client Meeting/Coord./Follow-up	4	4		2	1,158
<i>Subtotal</i>	12	28	46	10	9,380
II. Design Phase Services					
Engineering Design	6	12			2,220
Drafting - Plan & Profile Sheets (4)	4	12	60		7,020
Drafting - Double Plan Sheets (3)	1	4	12		1,610
Drafting - Detail Sheets	1	2	4		710
Quality Control Review of Drawings	4	4	4		1,380
Technical Specifications & Project Manual	4	6		4	1,496
Interim Submittals to Client (65% & 95%)	4	8	8	2	2,278
Follow-up Client Meetings	4	6		2	1,378
Quantities & Cost Estimate	1	3		2	598
Health Department Permit Application	3	6	2	2	1,398
FDOT Permit Application	2	4	2	2	1,028
Follow-up Coord. on Permits	3	6	2	2	1,398
Final Deliverables	1	2	4	2	828
Client Coord. & Follow-up	4	4		2	1,158
<i>Subtotal</i>	42	79	98	20	24,500
III. Bidding Phase Services					
Bid Advertisement & Submit PDF Files	1	2	2	2	658
Bid Phase Services	4	8	2	2	1,768
Bid Opening & Recommendation	4	2		2	938
Coord. Contracts & Award	1	2		2	488
Client Meetings/Coordination	4	4		2	1,158
<i>Subtotal</i>	14	18	4	10	5,010
Total Hours	68	125	148	40	38,890
Hourly Rate	150	110	85	59	
Total By Staff Category	10,200	13,750	12,580	2,360	
Total Hourly Cost					38,890
Reimbursable Expenses					710
Survey Subconsultant					10,000
Total Design & Bidding Phase Budget					\$49,600

RE: Lake Worth - 11th Avenue No. Sewer Rehabilitation; PA#B5017.00

Dave Bower [djlasc@bellsouth.net]

Sent: Wednesday, June 03, 2015 7:37 AM

To: John Leemon

Cc: Thomas A. Biggs; Debbie McCray [debbie@mockroos.com]

John,

The fee to prepare the topographic survey is \$10,000.00. Call me should you have any questions. Thanks.

Dave Bower, PSM
Vice President

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

From: John Leemon [mailto:john.leemon@mockroos.com]

Sent: Monday, June 01, 2015 2:58 PM

To: Dave Bower

Cc: Thomas A. Biggs

Subject: Lake Worth - 11th Avenue No. Sewer Rehabilitation; PA#B5017.00

Dave,

We are working up a proposal to design a dig-up and replace sanitary sewer project between the alley east of North G Street to the alley east of North M Street along 11th Avenue North. We developed preliminary base sheets several years ago, but they mainly show manhole inverts and pipe sizes, copy attached. We will need a full topo survey for the identified section including from ROW to ROW. Since this is an underground utility project, we will need any marked evidence of underground utilities. Please provide a fee for this survey work. Let me know if you have any questions.

John R. Leemon, P.E.

Senior Project Manager

(561) 683-3113, ext. 258

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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: July 14, 2015 Regular Meeting

DEPARTMENT: Water/Sewer Utilities

EXECUTIVE BRIEF

TITLE:

Task Order No. 6 with URS Corporation, a Division of AECOM, for engineering design, permitting, and bid phase services for the 8th Avenue South Watermain project

SUMMARY:

The Task Order authorizes URS Corporation to complete engineering design, permitting, bid phase and construction phase services for the 8th Avenue South Watermain project for a price not to exceed \$43,352.

BACKGROUND AND JUSTIFICATION:

The 8th 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 8th 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 2,250 linear foot 8" Ductile Iron watermain along 8th Avenue South starting in the alley between South A Street and South B Street, and extending to South F Street. The watermain will then run north along F Street to 7th Avenue South. Fire hydrants will be installed as well. The project will be in coordination with the Public Services Department's CDBG funded 8th 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 8th 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 2018 and is being accelerated for completion in FY 2016 due to the time constraints of the CDBG funding for the Greenways portion. This project will be funded using a portion of the remaining budget balance of the 14th 15th and Crestwood 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 8th Avenue South Water Main project for a price not to exceed \$43,352; and a \$43,352 budget balance transfer from the 14th 15th and Crestwood Watermain project.

Attachments

- 1) Fiscal Analysis
- 2) URS Corporation Task Order 6 Proposal – 8th 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	43,352	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	43,352	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 #WT1409 to #MP0401 in the same account. This account provides funding for all watermain improvement projects. This project will be funded using a portion of the remaining balance of the 14th 15th and Crestwood 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
402-7022-533-63-00	Water Distribution Capital	MP-0401	\$0	\$43,352	\$43,352	-\$43,352	\$0

C. Fiscal Review:

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



Capital Improvement Program (CIP) Project Request Form

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

Project Title:	8th Ave S Watermain	Category Criteria	Improvement/Replacement
Responsible Department:	Utilities	Division:	Water Distribution
Project Manager:	Larry Johnson	Project Location:	8th Ave S from A St-FEC
Project Identification Number:	UT-WTXXXX	Programmed:	Yes
Project Type / Duration:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Existing <input checked="" type="checkbox"/> 1-Year <input 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		50,000			-	-	-	-
Land Acquisition								-
Permits								-
Construction			300,000	-		-	-	300,000
Inspection / Testing				-	-	-	-	-
Furniture / Fixtures / Equipment								-
Contingency / Miscellaneous				-	-	-	-	-
Other / Indirect								-
Total Expenditures	\$ -	\$ 50,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000

Project Description:
 This project will include the construction of a new 8 inch PVC watermain along 8th Avenue South from the alley west of South A Street to the Alley west of South F Street, and a new 8 inch PVC watermain in the Alley west of F Street from 7th Avenue South to 8th Avenue South. The total length of new watermain will be approximately 2,060 ft. New fire hydrants will be installed along the watermain. The Public Services Department will develop this segment of 8th Avenue South as a greenways project funded by the Palm Beach County Community Development Block Grant (CDBG).

Project Need / Justification / Benefits:
 This project will connect the 12 inch transmission main in the Alley west of A Street to the new 8 inch watermain on 7th Avenue South via 8th Avenue South and the South F Street alley. There is currently no watermain providing fire protection to this area. This will bring fire protection and fire coverage, and will replace the badly deteriorated and undersized 2 inch Galvanized Steel watermain in the F Street alley. The services on that block will be reconnected to the new main, improving water quality and service pressure.

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	-	50,000	300,000	-	-	-	-	300,000
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:	-	50,000	300,000	-	-	-	-	\$ 300,000

#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	-	50,000	300,000	-	-	-	-	300,000
Grant Funding	-	-	-	-	-	-	-	-
Other Outside Funding	-	-	-	-	-	-	-	-
Revenue Enhancements	-	-	-	-	-	-	-	-
Total Revenue Funding:	\$ -	\$ 50,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000

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:	-
A.2- Revenue #2	-	B.2- Debt Service Costs:	-
A.3- Revenue #3	-	B.3- Contract Services:	-
A.4- Revenue #4	-	B.4- Fixed Costs:	-
Revenue Totals (A.1 -to- A.4)	-	Expense Totals (B.1 -to- B.8)	\$ -



CITY OF LAKE WORTH
Scope of Services – 8th 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 - 06

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 8” water main to be located within the unpaved right-of-way of the 8th 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 8th Avenue South Greenway Project.

3.0 SITE INFORMATION

The project limits for the proposed 8” water main installation within the 8th Avenue South right-of-way, will begin at the alley located between South “A” Street and South “B” Street and extend approximately 1,700 LF East to the intersection of 8th Avenue South and South “F” Street. Water main improvements will extend north approximately 550 linear feet within the right-of-way of South “F” Street, from 8th Avenue South to 7th Avenue South.

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 8" 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.

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.

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

A handwritten signature in black ink, appearing to read 'P. Shanmugam', written over the company name.

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 Triolo,
Mayor

Attest:
Sufficiency:

Pamela J. Lopez, City Clerk

Approved as to form and legal *Sufficiency!*
By: *CSG FR*
Christy Goddeau,
City Attorney

Date

URS Corporation Southern
By: *[Signature]*
Panneer Shanmugam, PE
Vice President

June 3, 2015
Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of June, ~~2014~~ ²⁰¹⁵, 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: _____

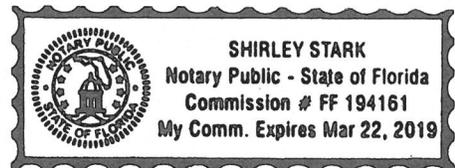


Exhibit 'B'

City of Lake Worth
Task Order No. 06

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	\$1,170		0	\$0
Project Manager	\$145.00	2	4	4	4		8	24	\$3,480	8	8	\$1,160
Lead Civil Engineer	\$145.00							0	\$0		0	\$0
Sr. Civil Eng.	\$123.00	8	20	16	16		16	84	\$10,332	80	80	\$9,840
Water/Wastewater Eng.	\$97.00							0	\$0		0	\$0
Civil/Structural Eng.	\$97.00							0	\$0		0	\$0
Staff Engineer	\$84.00		20	24	20			72	\$6,048		0	\$0
Senior CADD Designer	\$93.00		4		4			8	\$744		0	\$0
CADD Designer	\$66.00		40	40	40			128	\$8,448		0	\$0
GIS Specialist	\$85.00							0	\$0		0	\$0
Construction Inspector	\$85.00							0	\$0	140	140	\$11,900
Administrative Associate	\$63.00	8	0	0	4		4	20	\$1,260	8	8	\$504
Sub Total (hours)		18	88	86	90		30	342	\$31,482	236	32,120	\$23,404
Cost per Task (\$)		\$1,778	\$7,732	\$7,594	\$7,882	\$2,726	\$3,770		\$31,482	\$23,404		\$23,404
Subconsultants												
Topographic Survey	\$8,500								\$8,500			\$0
Utility Locate	\$2,500								\$2,500			\$0
Sub Total			\$0	\$0			\$0		\$11,000	\$0		\$0
Total Labor and Subconsultants		\$12,778	7,732	7,594	7,882	2,726	3,770		42,482	23,404		23,404
Direct Expenses		\$128	\$193	\$190	\$197	\$68	\$94		\$870	\$1,170		\$1,170
Work Authorization Total									\$43,352			\$24,574



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015 – Regular Meeting

DEPARTMENT: City Commission

EXECUTIVE BRIEF

TITLE:

Reappointment of members to various City advisory boards

SUMMARY:

This item is to ratify the reappointments of members to the Historic Resources Preservation, Finance, Electric Utility, and Planning & Zoning Advisory Boards.

BACKGROUND AND JUSTIFICATION:

On February 5, 2013, the Commission adopted an ordinance amending the board member appointment process to allow for the selection of board members by individual elected officials. In accordance with the ordinance, the board appointments would be effective upon ratification by the Commission as a whole.

The following reappointments are requested to be ratified:

Historic Resources Preservation Board:

Mayor's reappointment of Herman Robinson for a term ending on July 31, 2018

Finance Advisory Board:

Vice Mayor's reappointment of Robert Lepa for a term ending on July 31, 2018

Electric Utility Advisory Board:

Commissioner Andy Amoroso's reappointment of Lisa Maxwell for a term ending on July 31, 2018

Planning and Zoning Board:

Commissioner Andy Amoroso's reappointment of Cynthia Brown for a term ending on July 31, 2018

MOTION:

I move to ratify the Mayor's reappointment of Herman Robinson to the Historic Resources Preservation Board for a term ending on July 31, 2018; the Vice Mayor's reappointment of Robert Lepa to the Finance Advisory Board for a term ending on July 31, 2018; and Commissioner Andy Amoroso's reappointments of Lisa Maxwell to the Electric Utility Advisory Board for term ending in July 31, 2018 and Cynthia Brown to the Planning & Zoning Board for a term ending in July 31, 2018.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

Board Membership Applications

Board Logs



APPLICANT'S NAME: HERMAN ROBINSON
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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- Board of Trustees Employees' Retirement System *
- Board of Trustees Police Retirement System *
- Board of Trustees Firefighters' Pension Trust Fund *
- Board of Trustees Firefighters' Pension Trust Fund – Division II *
- City Recreation Advisory Board
- City Tree Board
- Community Redevelopment Agency *
- Construction Board of Adjustments and Appeals **
- Electric Utility Advisory Board
- Finance Advisory Board
- Historic Resources Preservation Board **
- Library Board
- Planning & Zoning Board * **
- Sister City Board

* Requires that appointee fill out an annual financial disclosure form to be filed with the Supervisor of Elections Office

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. PERSONAL

Name: Mr./Mrs./Ms. (circle one) Herman Robinson
(print)

Residence: 114 Ocean Breeze

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: copy of FL Drivers License

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (561) 586-4913 Business Phone: (561) 352-4252

Cell Phone: (561) 352-4252 Email Address: hcrfla99@yahoo.com

Are you a citizen of the United States? yes

Are you a registered Palm Beach County voter? yes

Are you a registered Lake Worth voter? yes

How long have you been a resident of Lake Worth? 16 years

List all properties owned and/or business interests in Lake Worth? 114 Ocean Breeze

314 South L St.

What is your occupation? Licensed General Contractor

Employer? self employed

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? yes

If so, which board? HRPB

Have you ever served on a City of Lake Worth board? yes

If so, when and which board(s)? P&Z

Do you serve on any boards in Florida, or are you an elected or appointed state, county, or municipal office holder, or Palm Beach County employee? _____

If yes, please name the board, position, etc. _____

2. **EDUCATION** Bordentown Military Institute Date of Graduation: 1964
High School: _____
College: Rider College Degree: _____ Date of Graduation: _____
Resume attached? yes _____ no

3. **WORK EXPERIENCE**

Remodeling Contractor

Project Manager - Benchmark Construction

Real Estate development

Lake Avenue Chocolate Company

4. **INTEREST/ACTIVITIES**

Historical Preservation

Lake Worth Economic Sustainability; maintaining city authenticity.

Cottages of Lake Work

5. **COMMUNITY INVOLVEMENT**

Bryant Park Neighborhood Association

Neighborhood Association Presidents Council

Lake Worth Kiwanis

Lake Worth Sailing Club

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

A careful, thoughtful balance between preservation
and improvement must inform all the decisions of this board.
Historic resources cannot be replaced but investment in the city
must be encouraged. I desire to apply my expertise
to the projects brought to us for consideration and ensure that Lake Worth
maintains its unique character while enhancing the quality of life for all its citizens.

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

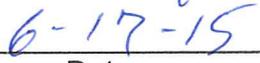
6. Why do you desire to serve on this board (third preference)

I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

I have read Ordinance No. 2010-29 and Article XIII (Palm Beach County) Code of Ethics attached hereto, and understand the policy on the City of Lake Worth's Code of Ethics. Within 30 days after appointment, I understand that I am required to participate in Ethics Training and submit an Acknowledgement of Receipt form to the City Clerk's Office in order to continue to serve on my appointed board.



Signature

PLEASE INITIAL  _____


Date

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EMAIL APPLICATION TO: sdonaldson@lakeworth.org (preferred method)

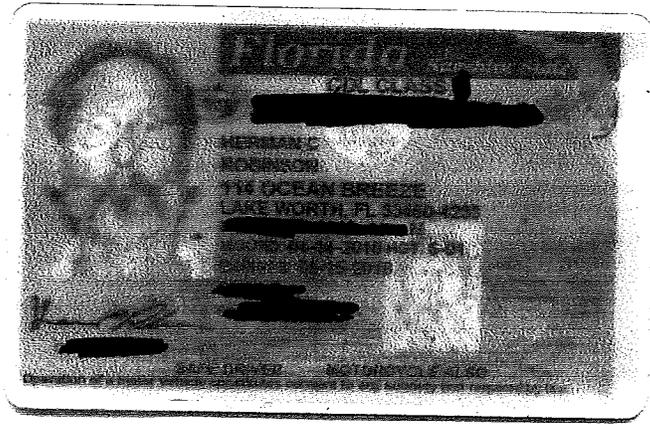
or

FAX APPLICATION TO: Volunteer Coordinator (561) 586-1750

or

RETURN APPLICATION TO: Volunteer Coordinator
Lake Worth City Hall
7 North Dixie Highway
Lake Worth, FL 33460

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APPLICANT'S NAME: Robert Lopa
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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- Board of Trustees Employees' Retirement System *
- Board of Trustees Police Retirement System *
- Board of Trustees Firefighters' Pension Trust Fund *
- Board of Trustees Firefighters' Pension Trust Fund – Division II *
- City Recreation Advisory Board
- City Tree Board
- Community Redevelopment Agency *
- Construction Board of Adjustments and Appeals **
- Electric Utility Advisory Board
- Finance Advisory Board
- Historic Resources Preservation Board **
- Library Board
- Planning & Zoning Board * **
- Sister City Board

* Requires that appointee fill out an annual financial disclosure form to be filed with the Supervisor of Elections Office

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. PERSONAL

Name: Mr./Mrs./Ms. (circle one) Robert Lepa
(print)

Residence: 728 N. Lakeside Dr

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: Drivers License

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (561) 557-3866 Business Phone: (561) 653-6005

Cell Phone: (561) 308-5093 Email Address: robert.lepa@wfadvisors.com

Are you a citizen of the United States? yes

Are you a registered Palm Beach County voter? yes

Are you a registered Lake Worth voter? yes

How long have you been a resident of Lake Worth? 30 years

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

Residence only

What is your occupation? financial advisor

Employer? Wells Fargo Advisors

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? no

If so, which board? _____

Have you ever served on a City of Lake Worth board? yes

If so, when and which board(s)? GE Pension Board..

1988 - 2010?

Do you serve on any boards in Florida, or are you an elected or appointed state, county, or municipal office holder, or Palm Beach County employee? no

If yes, please name the board, position, etc. _____

2. EDUCATION High School: Eastlake North HS Date of Graduation: 1976
College: Cleveland State University Degree: BBA Date of Graduation: 1984
Resume attached? yes _____ no X

3. WORK EXPERIENCE

28 years financial advisor

4 years banker (Barnett Bank)

2 years tax auditor - Cleveland, Ohio

4. INTEREST/ACTIVITIES

5. COMMUNITY INVOLVEMENT

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

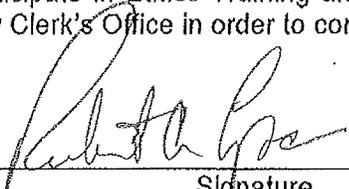
I was asked to volunteer my knowledge by Scott Maxwell

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

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

I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

I have read Ordinance No. 2010-29 and Article XIII (Palm Beach County) Code of Ethics attached hereto, and understand the policy on the City of Lake Worth's Code of Ethics. Within 30 days after appointment, I understand that I am required to participate in Ethics Training and submit an Acknowledgement of Receipt form to the City Clerk's Office in order to continue to serve on my appointed board.



Signature

PLEASE INITIAL ral

5-19-15
Date

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Lake Worth, FL 33460

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Florida *The Sunshine State*
DRIVER LICENSE CLASS



ROBERT ARTHUR
LEPA
728 N LAKESIDE DR
LAKE WORTH, FL 33460-2706

ISSUED: 01-20-2011 HGT: 6-00
EXPIRES: 03-30-2019

R. A. Lepa

ENDORSE:
REPLACED: 07-10-2013

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



APPLICANT'S NAME: Lisa Maxwell
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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- City Tree Board
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- Construction Board of Adjustments and Appeals **
- Electric Utility Advisory Board
- Finance Advisory Board
- Historic Resources Preservation Board **
- Library Board
- Planning & Zoning Board * **
- Sister City Board

* Requires that appointee fill out an annual financial disclosure form to be filed with the Supervisor of Elections Office

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. **PERSONAL**

Name: Mr./Mrs./Ms. (circle one) Lisa Maxwell
(print)

Residence: 24 Yale Drive

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: DL

Mailing Address: (if different from residence)

City: same State: _____ ZIP Code: _____

Home Phone: (____) _____ Business Phone: (____) _____

Cell Phone: (954) 830-3466 Email Address: lobbyist1@aol.com

Are you a citizen of the United States? yes

Are you a registered Palm Beach County voter? yes

Are you a registered Lake Worth voter? yes

How long have you been a resident of Lake Worth? 13 years

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

24 yale drive, lake worth

What is your occupation? Director of Development

Employer? West Palm Beach Housing Authority

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? Yes

If so, which board? Utility Advisory Board

Have you ever served on a City of Lake Worth board? yes

If so, when and which board(s)? Planning and Zoning

Do you serve on any boards in Florida, or are you an elected or appointed state, county, or municipal office holder, or Palm Beach County employee? No

If yes, please name the board, position, etc. N/A

2. **EDUCATION**
High School: Westwood, Ma Date of Graduation: 1979

College: UMass/Amherst Degree: BA Date of Graduation: 1983

Resume attached? yes _____ no X

3. **WORK EXPERIENCE**

Self - employed as consultant 2009-2015

Currently employed with West Palm Beach Housing Authority

4. **INTEREST/ACTIVITIES**

running, skiing

5. **COMMUNITY INVOLVEMENT**

Neighborhood Association, support of various events

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

To continue to serve the city as we grapple with the issues related to owning our own electric utility.

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

See above

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

I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

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lisa maxwell

Digitally signed by lisa maxwell
DN: cn=lisa maxwell, o, ou,
email=lisa.maxwell561@gmail.com, c=US
Date: 2015.06.16 15:23:00 -04'00'

Signature

PLEASE INITIAL LM

June 16, 2015

Date

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Florida The Sunshine State
DRIVER LICENSE CLASS

LISA MARINA
MAXWELL
24 YALE DR
LAKE WORTH, FL 33460

ISSUED 08-17-2010 HO
EXPIRES 08-16-2018

Operation of a motor vehicle contingent to any subclass(es) required by law.

A Florida Driver License for Lisa Marina Maxwell. The license is oriented vertically on the page. It features a large portrait of the holder on the left side. The text on the right side includes the name, address, issue date (08-17-2010), and expiration date (08-16-2018). The license is for a "DRIVER LICENSE CLASS" and includes a note that operation of a motor vehicle is contingent to any subclass(es) required by law. There are several circular icons on the license, including the Florida state seal and a "CLASSIFIED" stamp.



APPLICANT'S NAME: CYNTHIA BROWN

(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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- City Tree Board
- 2. Community Redevelopment Agency *
- Construction Board of Adjustments and Appeals **
- Electric Utility Advisory Board
- Finance Advisory Board
- Historic Resources Preservation Board **
- Library Board
- * Planning & Zoning Board * **
- Sister City Board

* Requires that appointee fill out an annual financial disclosure form to be filed with the Supervisor of Elections Office

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. PERSONAL

Name: Mr./Mrs. (Ms.) (circle one) CYNTHIA BROWN
(print)

Residence: 1510 NORTH N STREET

City: LAKE WORTH State: FL ZIP Code: 33460

Proof of residency attached: DL / VOTER'S REG.

Mailing Address: (if different from residence) N/A

City: _____ State: _____ ZIP Code: _____

Home Phone: (____) _____ Business Phone: (____) _____

Cell Phone: (561) 797-5531 Email Address: CINDIEBROWN@YMAIL.COM

Are you a citizen of the United States? YES

Are you a registered Palm Beach County voter? YES

Are you a registered Lake Worth voter? YES

How long have you been a resident of Lake Worth? 1 YEAR 4 MONTHS

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

ONLY RESIDENCE - 1510 NORTH N ST. (HOMESTEAD)

What is your occupation? REAL ESTATE AGENT

Employer? REMAX PRESTIGE REALTY

Business Address: (CRA board only) 604 LAKE AVE LAKE WORTH FL.

Are you currently serving on any City advisory Board? YES.

If so, which board? PLANNING + ZONING

Have you ever served on a City of Lake Worth board? P+Z since Sept 2014

If so, when and which board(s)? _____

Do you serve on any boards in Florida, or are you an elected or appointed state, county, or municipal office holder, or Palm Beach County employee? NO

If yes, please name the board, position, etc. _____

2. EDUCATION

High School: TOTTENVILLE NS / BELVIDERE NS Date of Graduation: 6/1985

College: TOBE COURN Degree: BA Date of Graduation: 6/1989

Resume attached? yes _____ no X

3. WORK EXPERIENCE

Massage Therapist 1997-2004

REAL ESTATE AGENT 2006 - present (FL + NC)

Insurance Agent 2008-2010

4. INTEREST/ACTIVITIES

THE ARTS - Medium in Oils / some jewelry making

TRAVEL - Culinary + Leisure

HEALTHY LIVING - Thank you love worth for the
BOARDWORK!

5. COMMUNITY INVOLVEMENT

ACTIVE IN Neighborhood Assoc EDEN Place

Volunteer LOCAL EVENTS - IL RAFT RACE -

STREET PAINTING - PARADES - CLEAN UPS

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

I LOVE THE CITY OF LAKE WORTH | I APPRECIATE
ITS INDEPENDENT CHARACTER & UNIQUE STYLE. I BELIEVE
MY BACKGROUND IN RE HAS AFFORDED ME THE
EXPERIENCE + KNOWLEDGE NECESSARY TO MEET THE
BOARDS EXPECTATIONS OF A P+Z APPOINTEE. I AM
TRULY GRATEFUL FOR THE OPPORTUNITY + HOPE
TO BE AN ASSET TO THE CITY. MOVING FORWARD.

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

I BELIEVE THE CRA OFFERS GREAT VALUE TO THE
CITY BY MEANS OF IMPROVING VALUE + QUALITY OF
LIFE TO OUR RESIDENTS. I THINK THAT THE CRA HAS
DONE AMAZING THINGS FOR LW. I BELIEVE I HAVE
A SOUND FOUNDATION TO CONTRIBUTE TO THE CRA.

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

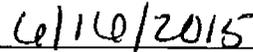
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Signature

PLEASE INITIAL 



Date

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Florida *The Sunshine State*
DRIVER LICENSE CLASS E



CYNTHIA ANN
BROWN
1510 N N ST
LAKE WORTH, FL 33460

EXPIRES: 04-15-2021
REPLACED: 03-24-2014

C. Brown

SAFE DRIVER MOTORCYCLE ALSO
Operation of a motor vehicle constitutes consent to any sobriety test required by law.

HISTORIC RESOURCES PRESERVATION BOARD
THREE-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Herman Robinson (Vice-Chair) 114 Ocean Breeze (Related Field) Hcrfla99@yahoo.com	06/30/10	H: 561-586-4913 W: 561-352-4252 C: 561-352-4252	YES	7/31/2015
Wes Blackman (Chair) 241 Columbia Dr. wesblackman@gmail.com (Planning) (Commissioner District 3 Appointee)	06/16/11	C: 561-308-0364	YES	7/31/2017
Darrin Engel 313 South Lakeside Drive (Professional/Architecture) (Commissioner District 4 Appointee)	07/01/14	C: 414-403-2608	YES	7/31/2017
Judith Just 306 N. Lakeside Dr. Judithjust01@hotmail.com (Law) (Vice Mayor's District 1 Appointee)	07/23/12	H: 561-202-8081 W: 561-547-0549 C: 561-379-5372	YES	7/31/2016
Thomas Norris 302 North K Street norrist@bellsouth.net (Architecture) (Commissioner District 2 Appointee)	12/02/14	C: 561-329-1798	YES	7/31/2016
Loretta Sharpe 1311 South Palmway IRD LTD@aol.com (Real Estate Sales) (Mayor's Appointee)	08/19/2014	C: 561-818-6277	YES	7/31/2017
Jimmy Zoellner 731 North "K" St. jimmyzoellner@hotmail.com (Citizen at large) (Vice Mayor's District 1 Appointee)	07/23/12	C: 585 748-2308	YES	7/31/2017

Meetings: Second Wednesday at 6:00 PM on an as-needed basis

The Board's function is to consider historic preservation issues.

Revised: January 28, 2015

Board shall consist of five resident members plus two alternates appointed by the City Commission. Four members constitute a quorum. Initial appointments: one member to serve three years; two members to serve one year; two members for a term of two years; thereafter, all regular terms three years and alternate terms one year.

Ord. 2013-34 - Section 23.2, effective August 16, 2013 deletes alternate members and increases membership to seven (7) board members and amends absentee policy to three (3) consecutive regularly scheduled meetings or at twenty five percent (25%) of the public meetings of the Board held within any 12-month period, the City clerk shall declare the member's office vacant and the City Commission shall promptly fill such vacancy.

Ord. No. 2012-17, effective 04/27/12, changed qualifications to include disciplines of architecture, architectural history, planning, archaeology, or related fields. At least (2) members shall be experienced in the areas of real estate sales, land development, banking or law. One (1) alternate shall be from a professional discipline, and one (1) alternate member shall be a citizen at large.

Ord. No. 2010-16, HRPB was created.

Secretary: Sandi DuBose, 586-1687

FINANCE ADVISORY BOARD
THREE-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Jason Robinson 115 North M Street jasoncrobinson@gmail.com (District 3 Appointee)	10/21/14	C: 561-685-1852	YES	7/31/2017
VACANT (District 2 Appointee)		C:	NA	07/31/2014
Robert Lepa 728 N. Lakeside Drive Robert.lepa@wfadvisors.com (Vice Mayor's Appointee)	06/02/2015	C: 561-308-5093	by 07/10/15	07/31/2015
Tom Copeland 1605 S. Palmway tommycopeland@me.com (Mayor's Appointee)	05/05/2015	C: 561-601-5036	due 6/20/15	07/31/2015
John Szerdi 217 South Palmway john@livingdesignsgroupfla.com (Vice Mayor's Appointee)	06/02/2015	C: 561-578-0776	by 7/10/15	07/31/2016
Robert Guyer 71 17 th Avenue South rlguyer@lobbyschool.com (District 4 Appointee)	08/06/2013	H: 561-582-0501 W: 352-262-5629	YES	07/13/2016
Sherry Schmidt 4 Indigo Terrace sherry@cri-re.com (Mayor's Appointee)	07/31/2013	H: 954 551-1655 C: 954 551-1655	YES	07/31/2016
<u>BOARD LIAISON</u>				
Nerahoo Hemraj, Finance Director nhemraj@lakeworth.org		W: 561-586-1654	YES	NA

There is hereby created and established the City of Lake Worth Finance Advisory Board to serve in an advisory capacity to the City Commission and the City Manager. The Board shall serve to promote transparency in the City of Lake Worth's budget process and allow for additional citizen input on major financial decisions. The Board shall consult with and advise the City Manager and the City Commission in matters affecting the annual operating budget, capital improvement program and all financial policies.

Established by Ordinance No. 2010-03, effective 02/26/10, comprised of seven resident members appointed by the City Commission.

Ord. No. 2010-03, effective 2/26/10, a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the

Revised: June 11, 2015

City Commission shall promptly fill such vacancy.

Meetings: Second Monday of each month at 6:00 pm in the City Hall Conference Room.

ELECTRIC UTILITY ADVISORY BOARD
ONE, TWO, AND THREE-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
<p>Lisa Maxwell (Chair) 24 Yale Drive Lobbyist1@aol.com (3-year term) (Commissioner District 3 Appointee)</p>	05/15/2012	C: 954 830-3466	YES	07/31/2015
<p>Peggy Fisher (Secretary) 508 N. A St. Gt72089@ymail.com (3-year term) (Vice Mayor / Commissioner District 1 Appointee)</p>	05/15/2012	H: 582-0125 W: 357-4106 C: 385-1130	YES	07/31/2015
<p>Noah Tennyson 28 Wellesley Drive ntennyson@nasonyeager.com (2-year term) (At-large member) (Mayor's Appointee)</p>	05/05/15	W: 561-471-3523	by 6/27/15	07/31/2016
<p>Ibrahim Chalhoub 2 Lakeside Palms Court (3-year term) (Commissioner District 2 Appointee)</p>	05/15/2012	H: 588-5417 W: 588-4088 C: 762-9178	YES	07/31/2015
<p>Sander Schrantz 210 South M Street sschrantz@gmail.com (3-year term) (Commissioner District 4 Appointee)</p>	12/02/2014	C: 571-274-3038	NA	07/31/2015
<p>Caroline Clore 6570 High Ridge Rd. 33462 Cbc6570@yahoo.com (2-year term) (At-large business owner) (Commission's Appointee)</p>	05/15/2012	H: 586-4042 W: 588-6533 C: 801-2304	YES	07/31/2016
<p>VACANT (1-year term) (At-large utility service area) (Commission's Appointee)</p>		W:	NA	07/31/2015
<p>BOARD LIAISON Walt Gill (Interim Electric Utility Director) 1900 2nd Avenue North wgill@lakeworth.org</p>		W: 561-586-1706	YES	

The purpose is to advise the City Commission, on behalf of and for the benefit of the citizens and residents of the City of Lake Worth, on electric utilities policies, plans and programs. The Board will advise the City Commission on the establishment of fair and equitable policies, plans and programs that are consistent with customer needs, legal mandates, public policy, operational requirements and the long-term financial stability and viability of the electric utilities.

Ord. No. 2012-22 – effective May 25, 2012, created a seven member board composed of at-large appointments by each of the four District Commissioners, for a term of 3 years; two at-large members, one appointed by the Mayor and one business owner, whose business is located in the City, appointed by the City Commission, for a term of 2 years; one at-large member appointed by the City Commission representing the utility service areas of or in a portion of the Village of Palm Springs and unincorporated Palm Beach County, for a term of 1 year.

The powers and duties shall include the following:

- (a) Serve as a channel of communications between the City Commission, utility department staff, and the citizens of the City of Lake Worth and the business owners of Lake Worth, in order to understand and solve the many complex problems relating to water, sewer and electric utilities;
- (b) Promote public access to information on the city facilities, services, policies and programs concerning the future energy needs of the community with respect to the electric utilities;
- (c) To review:
 - (1) existing and proposed policies, plans and programs of the City of Lake Worth Utilities Department for electric utilities;
 - (2) proposed capital improvement plans and programs of the Utilities Department for the electric utilities and electric power plant;
 - (3) existing or proposed electric rate changes, electric rate structures, and the electric utilities portion of the annual budget of the Utilities Department;
- (d) Assist utility staff by suggesting and reviewing policies affecting programs and services that affect acquisition, delivery or utilization of electric utility resources within the community;
- (e) Perform any other duties which may be within the purview of the committee which may be assigned by the City Commission.

The City Commission shall appoint the chairperson of the initial board for a one year term; thereafter, the members shall select its own chairperson for a one year term at an election held at the first meeting of the board and annually thereafter.

The board shall meet at least once a month. The chair shall have the power to schedule special meetings or cancel regularly scheduled meetings as the workload of the board requires.

If any member fails to be present at three (3) consecutive regularly scheduled meetings or at twenty (20) percent of the regularly scheduled meetings of the Board held within any 12-month period, the city clerk shall declare the member's office vacant, and the City Commission shall promptly fill such vacancy.

FINANCIAL DISCLOSURE FORMS ARE NOT REQUIRED.

Meetings: First Wednesday every month in City Hall Conference Room

Secretary: Board member

PLANNING & ZONING BOARD
THREE-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Cynthia Brown 1510 North N Street cindeebrown@ymail.com (Citizen at large) (Commissioner District 3 Appointee)	07/01/14	C: 704-307-8641	YES	07/31/2015
Elise LaTorre 524 North J Street Elise.latorre@gmail.com (Citizen at large) (Commissioner District 2 Appointee)	09/23//2014	H: 561-251-4253	YES	07/31/2017
Dean Sherwin (Vice Chair) 509 North L St. greenbau@att.net (Professional/architect) (Commissioner District 4 Appointee)	06/25/2012	H: 561-493-9945 C: 610-246-1128	YES	07/31/2017
Dustin Zacks 216 North Federal Hwy. #4 dustinzacks@yahoo.com (Professional/law)	06/25/2012	H: 561-568-2863 W: 561-907-7569	YES	07/31/2016
Greg Rice (Chair) 511 Lucerne Ave. greg@bugs.com (Professional/real estate)	06/25/2012	W: 561-686-7171 C: 561-602-0193	YES	07/31/2016
Anthony Marotta 327 North Lakeside Dr. anthony@alliedpmg.com (Professional) (Mayor's Appointment)	01/28/2014	W: 561-818-1184	YES	07/31/2016
Mark Humm 708 North H Street marknwpb@yahoo.com (Citizen at large) (Vice Mayor's District 1 Appointment)	07/02/2013	C: 561-351-3057 W: 561-848-5556	YES	07/31/2017

Meetings: First Wednesday at 6:00 p.m.

The Board's function is to review and approve site plans for three units or more of residential development and all commercial development. This Board also reviews community appearance and has the ability to grant variance from the Lake Worth Zoning Code.

Ord. 2013-34 - Section 23.2, effective August 16, 2013 deletes alternate members and increases membership to seven (7) board members and amends absentee policy to three (3) consecutive regularly scheduled meetings or at twenty five percent (25%) of the public meetings of the Board held within any 12-month period, the City clerk shall declare the member's office vacant and the City Commission shall promptly fill such vacancy.

The membership shall include, to the extent available, four (4) members from the disciplines of architecture, landscape architecture, planning, real estate sales, land development, banking, law or related fields. Three (3) members shall be citizen at large members. The City Commission shall determine whether or not the existing members of the Planning and Zoning Board meet these requirements may appoint up to two (2) additional members to the Planning and Zoning Board, if needed.

Ord. No. 2012-17, effective April 27, 2012, changed qualifications to include three (3) members from the disciplines of architecture, landscape architecture, planning, real estate sales, land development, banking, law or related fields. Two (2) members shall be citizens at large. One (1) alternate member shall be a professional and one (1) alternate shall be citizen at large.

Ord. No. 2012-17, effective April 27, 2012, reduced from seven (7) voting members to five (5) voting and two (2) alternate members.

Ord. No. 2011-10, effective July 15, 2011, deleted the two alternate members and changed advisor to Com. Dev. Department or designee instead of City Planner

Ord. No. 2010-16, effective October 1, 2010, removed the criteria for members to have professional qualifications, such as attorney, professional planner, architect, landscape architect, real estate agent or broker, and land developer.

Ord. No. 2008-14, effective 7/10/08, amended attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 2003-25, enacted 8/5/03, established attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 25% of all meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 99-28, enacted 10/19/99, reverting to two (2) alternate members.

Ord. No. 99-14, enacted 7/6/99, providing for three (3), rather than two (2), alternate members.

Ord. No. 97-36, enacted 1/6/98, providing that 2 additional HRPB members serve as P&Z Board alternate members.

Ord. No. 97-8, enacted 4/22/97, enabling/merged/created Planning Board & Board of Appeals.

Ord. No. 95-27, enacted 10/3/95, requiring gift disclosure.

Financial Disclosure Forms are required.

Secretary: Sandi DuBose, 586-1687



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: Legal

EXECUTIVE BRIEF

TITLE:

Agreement for Legal Services with Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

SUMMARY:

The City Attorney recommends entering an agreement for legal services with Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

BACKGROUND AND JUSTIFICATION:

For years, the City has been using the law firm of Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A. ("Firm"), as outside counsel to defend lawsuits on behalf of the City. Most recently, the Firm has been defending the City against multiple cases/claims filed by Charlotte Taylor against the City and other local and state governmental entities. Originally, Ms. Taylor's cases were being handled by the Firm, another outside attorney (Andy DeGraffendreit) and by the City's prior City Attorney and Assistant City Attorney. In 2014, the City Attorney requested that the Firm take on all of Ms. Taylor's cases in order to more efficiently seek resolution. The Firm has been successful in having several of Ms. Taylor's cases dismissed at the trial level. However, Ms. Taylor appeals almost every ruling against her and succeeds in extending her litigation against the City. A summary of the cases being handled by the Firm is attached.

Due to the continuing nature of Ms. Taylor's cases and the Firm's increased caseload, the fees being paid to the Firm have been increasing. The Finance Department confirmed with the City Clerk's office that the City does not have an existing contract with the Firm. Past payment to the Firm may have been based on an initial contract with the City's insurance carrier and/or via approval by the City Commission within the legal budget or by separate motion.

The attached agreement for legal services establishes the Firm's hourly rate at \$195 per hour with the right of either party to terminate the agreement upon written notice. Pursuant to section 2-112(c)(4) of the City's procurement code, the City Attorney recommends the Firm as possessing the expertise and skill necessary to resolve the assigned cases.

At this time, the City has received invoices of \$36,240.47 from the Firm (which are budgeted) and it is conservatively anticipated that approximately \$50,000 should be reserved for the remainder of the fiscal year. The \$50,000 may be available within the overall legal budget or will be addressed in a future budget amendment.

MOTION:

I move to approve / not approve the legal services agreement with Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

ATTACHMENT(S):

Fiscal Impact Analysis
Legal Services Agreement

Summary of Cases

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	36,240.47	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	36,240.47	0	0	0	0

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

<u>Account Number</u>	<u>Amount</u>
001-1110-514-31-10:	\$7,500.00 (originally budgeted) + \$15,000 (from the change order) (A total of \$21,500)
401-6010-531-31-10:	\$7,500.00 (originally budgeted)
410-5081-534-31-10:	\$6,500.00 (originally budgeted)

Total from three accounts = \$36,500.00, which covers the current invoices.

**CITY OF LAKE WORTH STANDARD
AGREEMENT FOR LEGAL SERVICES**

This Standard Agreement ("Agreement") is made as of the 25 day of June, 2015, by and between the City of Lake Worth, a Florida Municipal Corporation, whose mailing address is 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and Johnson Anselmo, Murdoch, Burke, Piper & Hochman, P.A. whose mailing address is 2455 E. Sunrise Blvd., Suite #1000, Fort Lauderdale, FL 33304 ("Firm").

In consideration of the mutual promises contained in this Agreement, the City and Firm agree as follows:

SECTION 1 – SCOPE OF SERVICES AND TERMINATION

1.1 The City engages the Firm to provide legal services as it relates to the Charlotte Taylor litigation cases (currently 8 open files). The City and Firm reserve the right to earlier terminate this Agreement upon written notice to the other. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

SECTION 2 – REMEDIES

2.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

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

3.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

SECTION 4 - AUTHORITY TO PRACTICE

4.1 The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 5 – SEVERABILITY

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 6 - PUBLIC ENTITY CRIMES

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Firm certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of

Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

7.1 The City and Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 8 - WAIVER

8.1 Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 9 - COMPLIANCE

9.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 10 - EFFECTIVENESS AND PALM BEACH COUNTY IG

10.1 This Agreement shall not become effective until approved by the City Manager. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

10.2 In accordance with Palm Beach County ordinance number 2011-009, this Agreement and the Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Firm should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 11 - INDEPENDENT CONTRACTOR

11.1 No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim against the City for compensation of any kind under this Agreement. The relationship between the City and Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 12 - COMPENSATION AND INVOICING

12.1 The City shall compensate the Firm on an hourly basis of \$195.00 per hour for partners and \$170.00 per hour for associates for legal services.

12.2 The Firm shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the City's receipt of the Firm's invoice.

12.3 All invoices must be submitted to the Finance Department, 7 North Dixie Highway, Lake Worth, FL 33460, on a monthly basis for review and approval prior to payment. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The City does not accept grouping of activities or "block billing." Each task must be billed separately and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Firm, is not permitted by the City.

12.4 The City will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

- (a) In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought).
- (b) The City will not pay for local facsimile transmissions.
- (c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.
- (d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (e) The City does not pay for local travel (Palm Beach County), including, but not limited to, attorney's time for such local travel and/or reimbursement for meals.
- (f) For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Lake Worth Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- (g) The City will not be responsible for the cost of any computerized legal research service that the Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the City requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the City will not pay for research that is routine in nature. The City will pay only for updating and Shepardizing existing research and/or fact specific research.

12.5 This is a non-exclusive Agreement and the City does not guarantee that any services beyond those stated herein will be requested of the Firm.

SECTION 13 - INSURANCE

13.1 The Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Firm.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$300,000 annual aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (optional /per case basis)	\$1,000,000 combined Single Limit
Workers' Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance upon request by the City. The City shall be identified as an "Additional Insured" on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Agreement.

SECTION 14 – PUBLIC RECORDS

14.1 Pursuant to section 119.0701, Florida Statutes, the Firm shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if applicable, 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 Agreement.
- (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 Firm upon termination of the Agreement 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.

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Cases assigned to Johnson, Anselmo:

Due to the pending nature of most cases, the following summary is just an overview of the cases.

1. Charlotte Taylor v. Lake Worth, et. al. - Case # 2012-CV-80943 - File No. 32403

Taylor's complaint sought relief against numerous Defendants, including the City of Lake Worth, for alleged Constitutional violations. This case is now over.

2. Charlotte Taylor v. Lake Worth - 502009CA023436XXXMB - File No. 29244

Taylor had some business dealings with Michael Phillips who previously owned a building located at 1121 South Federal Highway in Lake Worth, Florida. Taylor obtained a judgment against Phillips and subsequently acquired ownership of the property. While Phillips owned the property, the City cited him for numerous code violations which resulted in fines and liens against the property. In this lawsuit, Taylor alleges that City has overcharged for its electric, water and sewer utility services and seeks damages arising from the City's initial refusal to provide electric power to the property. There are three appeals pending related to this matter:

Case Nos. 4D13-3380 and 4D14-275. In these appeals, Taylor is challenging the Order granting the City and Karns' Motion for Final Order of Dismissal; the Order granting Jeffrey Clyman Motion to Dismiss Second Amended Complaint; and County Property Appraiser's Motion to Dismiss Third Amended Complaint (as to Clyman). The case is fully briefed and we are waiting the Court's ruling.

In Case No. 4D14-2411, Taylor is appealing the Order granting the Property Appraiser's Renewed Motion to Dismiss and entered a Final Order of Dismissal dated June 24, 2014. Taylor filed a motion for extension of time to file her Reply Brief and the court granted her motion giving her until June 26, 2015 to file same.

In Case No. 4D15-662, Taylor is appealing four orders dated February 9, 2015, granting Hanlon, Gannon, Tax Collector and Palm Beach County's Motions to Dismiss. Taylor was given to May 2, 2015, to obtain final orders and she has failed to do so.

3. Charlotte Taylor v. Lake Worth - 502009CA033120XXXMB- File No. 29351

Taylor filed her Complaint against the City seeking declaratory and injunctive relief, and to declare two City ordinances invalid. Both of the ordinances related to property assessments which had been assessed against Taylor's property. On August 22, 2014, the Court denied Taylor's motion for a re-hearing of the order on City's motion for final judgment. Taylor appealed. On February 26, 2015, Fourth DCA granted Taylor a 90-day extension of time to file her Initial Brief. Taylor did not file the brief when due on May 27, 2015. On June 10, 2015, the Court issued an order for the Taylor to show cause as to why she has not filed the brief. Taylor filed a lengthy pleading requesting additional time due to her recent lengthy admission in the hospital.

4. Charlotte Taylor v. Lake Worth - 502010CA019655XXXMB AG - File No. 30299

Taylor alleges that the City has overcharged for its electric, water and sewer utility services and seeks money damages against the City for fraud in the code enforcement proceedings. The Court recently granted the City's motion to dismiss. Taylor has not yet filed a motion for leave to amend.

5. Charlotte Taylor v. Lake Worth - 502013CA15971XXXMB-AF - File No. 33579

Taylor filed her Complaint against the City seeking declaratory and injunctive relief related to homestead property under the Florida Constitution. The Court recently granted the City's motion to dismiss. On April 6, 2015, the court heard Taylor's motion for a 60 day extension of time to amend the complaint due to illness. The court issued an order granting Taylor 30 days to amend her complaint. She again failed to amend. We therefore filed a motion for final order of dismissal with prejudice based on Taylor's violation of the court order dated April 6, 2015. Taylor has indicated that she intends to seek leave and to move for some unknown type of sanctions.

6. Charlotte Taylor v. Lake Worth - 502004-CA-004084XXXMB-AF - File No. 34391

Taylor is currently appealing a Final Order dismissing her quiet title claim following the sale of the subject property to the City. Relevant here, the City purchased the subject property via a Tax Deed and submitted a suggestion of mootness/motion to dismiss while the City's motion for summary judgment remained pending. The matters were fully briefed by both sides and the subject of a duly-noticed hearing for which no transcript has been provided by Plaintiff. Notwithstanding, the trial court entered a detailed order essentially finding that Taylor failed to create a genuine issue of fact requiring a trial because Taylor never disputed the authenticity or accuracy of the City's Tax Deed. The court also found that Taylor failed to establish that the City's purchase of the property was in violation of the Florida Constitution.

7. City of Lake Worth v. Charlotte Taylor - 50 2007 CA 013909 XXXX MB AF

The City of Lake Worth filed this action seeking to foreclose a number of code enforcement liens against property currently owned by Charlotte Taylor. On March 10, 2011, pro se Defendant, Charlotte Taylor, filed a 15-Count, 136-page Counterclaim seeking to preclude the City from collecting the code enforcement liens against the subject property, alleging that City has overcharged for its electric, water and sewer utility services and seeking money damages against the City and Individual Defendants for fraud in the code enforcement proceedings. The City obtained a dismissal of all counterclaims. Taylor has threatened, but not yet filed, amended counterclaims. Taylor obtained an ex parte dismissal of the City's claim while it was being handled by former attorney, Andrew DeGraffenreidt. We moved to set the default aside. We are currently awaiting a date for a special set hearing. Taylor has repeatedly delayed this matter due to her purported health issues.

8. Taylor v. Lake Worth, et al. 502008CA025857XXXXMBAF

Taylor sued for declaratory and injunctive relief. We obtained a dismissal. Taylor says that she intends to file an amended complaint.



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2015-04 - First Reading and Public Hearing - amend various sections and tables in the Land Development Regulations and schedule the second reading and public hearing date for August 4, 2015.

SUMMARY:

The Ordinance amends Chapter 23, Land Development Regulations, of the City's Code of Ordinances including four (4) articles of the Land Development Regulations: General Provisions, Zoning Districts, Development Standards, and Supplemental Regulations. The ordinance also revises the Land Development Regulation's permitted use table.

BACKGROUND AND JUSTIFICATION:

On August 6, 2013, the City of Lake Worth adopted Chapter 23, Land Development Regulations (LDRs), of the Code of Ordinances. The LDRs include six (6) articles governing all development within the City. As use of the adopted LDRs progress, some provisions require clarification and edits/additions to provide consistency, improve understanding and facilitate implementation as well as address issues that have arisen since adoption.

The proposed amendments provide clarification, edits and additions to the LDRs' definitions; zoning districts; permitted use tables; development standards; off-street parking; medium and high intensity conditional uses; portable storage units; sign code.

On June 3, 2015, the Planning & Zoning Board, at its regularly scheduled meeting, discussed the proposed amendments to the LDRs and voted 5-0 to recommend approval to the City Commission.

On June 10, 2015, the Historic Resources Preservation Board, at its regularly scheduled meeting, discussed the proposed amendments to the LDRs and voted 4-2 to recommend approval to the City Commission.

The proposed amendments were brought to the City Commission on June 16, 2015, where the Commission directed staff to postpone several of the amendments to be discussed at a future workshop. The remaining amendments related to definitions, portable storage units, non-conforming signs, permitted use table and several supplemental regulations are included in this reading. In addition, several proposed definitions were inconsistent with code provisions, those have been changed in this reading.

Due to the number of changes, this ordinance is being brought forward for another first reading and will proceed to second reading and adoption on August 4, 2015.

MOTION:

I move to approve/disapprove Ordinance No. 2015-04 on first reading and schedule the second reading and public hearing date for August 4, 2015.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
P&Z Board and HRPB Staff Reports
Ordinance No. 2015-04

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ORDINANCE NO. 2015-04 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES BY AMENDING ARTICLE 1 DIVISION 2, SECTION 23.1-12, DEFINITIONS; ARTICLE 3, DIVISION 1, SECTION 23.3-6, USE TABLE; ARTICLE 4, SECTION 23.4-10, PROVIDING FOR OFF-STREET PARKING; ARTICLE 4, SECTION 23.4-4, FENCES WALLS AND GATES; ARTICLE 4, SECTION 23.4-13, TOWNHOUSES; ARTICLE 4, SECTION 23.4-18, "PORTABLE STORAGE UNITS", PROVIDING FOR REGULATIONS REGARDING PORTABLE STORAGE UNITS; ARTICLE 5, "SUPPLEMENTAL REGULATIONS", SECTION 23.5.1(i) "NONCONFORMING SIGNS"; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City adopted a new Chapter 23 Land Development Regulations of the code of ordinances on August 6, 2013; and

WHEREAS, as use of the new Chapter 23 proceeds, items are identified that need clarification or revision in order to refine and implement the code; and

WHEREAS, the City periodically amends and updates the Land Development Regulations; and

WHEREAS, the City is considering entering into a Settlement Agreement with Clear Channel regarding an existing billboard; and

WHEREAS, on June 3 2015 this amendment was reviewed by the Lake Worth Planning and Zoning Board at a public hearing and the Board found the amendment to be consistent with the Comprehensive Plan and made a recommendation to the City Commission to adopt the amendment; and

WHEREAS, on June 10 2015 this amendment was reviewed by the Historic Resources Preservation Board which made a recommendation to the City Commission to adopt the amendment; and

WHEREAS, on June 16, 2015 the City Commission reviewed the recommended amendments and determined that several amendments should not move forward, at this time, to second reading; and

WHEREAS, due to the number of changes to the ordinance, the City Attorney has recommended that new advertising and a second first reading of the ordinance should occur.

50 WHEREAS, the City Commission has reviewed the recommended
51 amendments and has determined that it is in the best interest of the public health,
52 safety and general welfare of the City, its residents and visitors to adopt these
53 amendments.

54
55 NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
56 THE CITY OF LAKE WORTH, FLORIDA, that:

57
58 Section 1. The foregoing "WHEREAS" clauses are true and correct and are
59 hereby ratified and confirmed by the City Commission.

60
61 Section 2. Chapter 23 Article 1 Division 2, Section 23.1-12, Definitions are
62 amended by adding the words shown in underline and deleting the words struck
63 through as indicated in exhibit A.

64
65 Section 3. Chapter 23 Article 3. Division 1, Section 23.3-6, Permitted Use Table
66 is amended by adding the words and letters shown in underline and deleting the
67 words and letters struck through as indicated in exhibit B.

68
69 Section 4. Chapter 23 Article 4. Section 23.4-10, Providing for OFF-Street
70 Parking is added as indicated in exhibit C.

71
72 Section 5. Chapter 23 Article 4, Section 23.4-4, Fences, Walls and Gates is
73 added as indicated in exhibit D.

74
75 Section 6. Chapter 23 Article 4, Section 23.4-13, Medium and High Intensity
76 Conditional Uses is amended by adding the words shown in underline as
77 indicated in exhibit E.

78
79 Section 7. Chapter 23 Article 4, Section 23.4-18 Portable Storage Units is added
80 as indicated in exhibit F.

81
82 Section 8. Chapter 23 Article 5, Section 23.5.1(i) Non-Conforming Signs is
83 amended by adding the words shown in underline and deleting the words struck
84 through as indicated in exhibit G.

85
86 Section 9. Severability. If any section, subsection, sentence, clause, phrase or
87 portion of this Ordinance is for any reason held invalid or unconstitutional by any
88 court of competent jurisdiction, such portion shall be deemed a separate, distinct,
89 and independent provision, and such holding shall not affect the validity of the
90 remaining portions thereof.

91
92 Section 10. Repeal of Laws in Conflict. All ordinances or parts of ordinances in
93 conflict herewith are repealed to the extent of such conflict.

94

95
96 Section 11. Codification. All exhibits of the ordinance shall be made a part of the
97 City code of ordinances and may be re-numbered or re-lettered to accomplish
98 such, and the word "ordinance" may be changed to "section", "division", or any
99 other appropriate word.

100
101 Section 12. Effective Date. This Ordinance shall take effect ten days after its
102 adoption.

103
104 The passage of this Ordinance on first reading was moved by
105 Commissioner McVoy, seconded by Vice Mayor Maxwell, and upon being put to
106 a vote, the vote was as follows:

107		
108	Mayor Pam Triolo	AYE
109	Vice Mayor Scott Maxwell	AYE
110	Commissioner Christopher McVoy	AYE
111	Commissioner Andy Amoroso	AYE
112	Commissioner Ryan Maier	AYE
113		

114 The Mayor thereupon declared this Ordinance duly passed on first reading
115 on the 16th day of June, 2015.

116
117 The passage of this Ordinance on its second first reading was moved by
118 Commissioner _____, seconded by Commissioner _____, and upon being put
119 to a vote, the vote was as follows:

120		
121	Mayor Pam Triolo	
122	Vice Mayor Scott Maxwell	
123	Commissioner Christopher McVoy	
124	Commissioner Andy Amoroso	
125	Commissioner Ryan Maier	
126		

127 The Mayor thereupon declared this Ordinance duly passed on its second
128 first reading on the 14th day of July, 2015.

129
130 The passage of this Ordinance on second reading was moved by
131 Commissioner _____, seconded by Commissioner _____, and upon
132 being put to a vote, the vote was as follows:

133		
134	Mayor Pam Triolo	
135	Vice Mayor Scott Maxwell	
136	Commissioner Christopher McVoy	
137	Commissioner Andy Amoroso	
138	Commissioner Ryan Maier	
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The Mayor thereupon declared this Ordinance duly passed and enacted on the 4th day of August, 2015.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

EXHIBIT A

Chapter 23

ZONING

ARTICLE 1 GENERAL PROVISIONS, DIVISION 2, SECTION 23.2-12 DEFINITIONS

Amended by adding the words and figures shown in underline type and deleting the words and figures crossed through.

Arborist means an ISA certified professional or equivalent ~~A professional~~ who possesses the technical competence through experience and related training to provide for or supervise the management of trees and other woody plants in the residential, commercial, industrial and public landscape.

Barrier means a protective, temporary barricade, at least three (3) feet in height, which is formed with a minimum radius of six (6) feet from the base of the tree up to a maximum distance that is consistent with the drip line of the tree.

Champion tree means a tree so designated by the city horticulturist or a tree so designated by the Florida Division of Forestry Tree Program City Commission. A champion tree is intended to be the most as an exemplary specimen of its species, by measurement of the following three (3) dimensions: circumference, height, and crown spread. A champion tree is deemed irreplaceable by the city due to the size, age and the historic, aesthetic or cultural significance of the tree.

Circumference is a measurement of the circular distance around a tree trunk measured at a point four and one-half (4½) feet above the ground level from the base of a tree.

Diameter breast height (DBH) means the diameter of a tree trunk measured at a level of four and one-half (4½) feet above ground level from the base of the tree.

Historic tree means a tree that has been determined in the judgment of the city horticulturist designated by the Tree Board City Commission to be of notable public interest because of its historic association.

Measurements:

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.

Protected tree means a tree three (3) inches DBH or greater but does not include prohibited or invasive trees.

Place of assembly means a building or portion of a building in which facilities are provided for civic, fraternal, educational, political, religious, or social purposes.

Exhibit B

Chapter 23

ZONING

ARTICLE 3 ZONING DISTRICTS, DIVISION 1, SECTION 23.3-6 PERMITTED USE TABLE
Amended by adding the words shown in underlined type and deleting the words crossed through.

TYPE/USE	SF-R	SF-TF 14	MH-7	MF- 20	MF- 30	MF- 40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU- W Lake & 10th	TOD- E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
RESIDENTIAL																											
Dwelling, Single Family	P	P		P	P	P			P			P									P						
Dwelling, Mobile Home			P																								
Dwelling, Two-Family		P		P	P	P			P			P									P						
Dwelling, Multifamily				P	P	P	P	P	P	P	P	P	P	P	P	P				C	P						
Mobile Home Park			P																								
Townhouses		C		C	C	C	C	C	C	C	C	C	C	C	C	C				C	P						
Accessory Dwelling Unit		P		P	P	P	P	P	P	P		P															
Accessory Mechanical Equipment	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Accessory Structure(s)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P						
Assisted Living Centers/Facilities			C	C	C	C						C		C													
<u>Family Day Care (Accessory to Residence per Florida Statues</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>	<u>P</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>							<u>P</u>						
Boarding House				C	C	C	C	C	C	C										C							
Nursing Homes/Facilities			C	C	C	C						C		C													
Retirement Homes/Facilities			C	C	C	C						C		C													
Community Residences, Type I (6 or less residents) - Former Group Home	P	P		P	P	P	P	P	P	P		P															
Community Residences, Type II (7-14) - Former Group Home				C	C	C	C	C	C	C			C	C													
Community Residences, Type III												C	C	C								C					
Community Residences, Type IV													C	C								C					

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
COMMERCIAL																											
High Intensity Commercial Uses - Greater than 7,500 sq. ft.																											
Bars/clubs with live entertainment											C		C	C						C							
Bars without live entertainment											C		C	C	C	C				C							
Cold Storage																				C	C						
Contractor (Office with no outdoor storage yard)							C						C	C						C	C						
Contractor (Office with outdoor storage yard)																					C						
Dead Storage Facilities														C						C	C						
Drive Through Facilities									C	C			C	C													
Eating and Drinking Establishments, w/ Drive Through									C	C			C	C													
Eating and Drinking Establishments, w/o Drive Through									C	C			C	C													
Financial Institution w/ Drive Through									C	C			C	C													
High Intensity Financial Institution							C			C	C	C	C	C	C	C											
Hotels							C		C		C	C	C	C	C	C											C
Indoor Commercial Recreation (Reference Ordinance Chapter 14)													C	C						C	C						
Laundry Facilities - Public							C						C	C	C	C											
Linen service/uniform service																						C					
Printing Services							C			C	C		C	C	C	C				C	C						
Mini-Warehouses														C	C					C	C					A	
Motels							C	C	C	C	C	C	C	C	C	C					C						
Motel or Hotel, extended stay											C		C	C							C						
Outdoor Commercial Recreation (See Indoor Commercial Recreation)														C						C	C						
Printing Services													C	C						C	C						
Restaurants Accessory to Hotel or Motel							C		C	C	C	C	C	C	C	C											
Restaurants w/Drive Throughs							C		C	C	C		C	C	C	C											
Restaurants - High Turn Over							C		C	C	C		C	C	C	C				A	C						
Restaurants - Medium Turn Over							A			A			A	A	A	A				A	A						A
Restaurants - Low Turn Over							A	A	A	A	A		A	A	A	A	A			A	A						A
Stand-Alone Single Destination Commercial											C	C	C	C	C	C											
Truck/Van Rentals														C								C					
Veterinary Offices, w/ Kennels													C	C						C	C						
Warehouse Facilities														C						C	C						
Wholesale and Distribution Facilities														C						C	C						
Medium Intensity Commercial Uses - Less than 7,500 sq. ft.																											
Bars without live entertainment											A		A	A	A	A				A							
Bars/clubs with live entertainment											C		C	C						C							
Bed and Breakfast Inns	C	C		C	C	C	C	C	C	C	C	C	C							C							
Caterer/Caterer							A						A	A	A	A				A							
Contractor (Office only, no outdoor storage yard)							A	A	A	A	A	A	A	A	A	A				A	A						
Contractor (Office with outdoor storage yard)																					C						
Dry cleaners													A	A						A							
Eating and Drinking Establishments, w/ drive through							C		C	C	C		C	C	C	C			C	C		C					
Eating and Drinking Establishments, w/o drive through							A		A	A	A		A	A	A	A			P	C		P					
Financial Institution w/o Drive Through							A		A	A	A		A	A	A	A											
Financial Management Services							A	A	A	A	A		A	A	A	A											
Funeral Home/ Crematory							C	C					C									C					
Hotels							A		A		A		A	A	A	A											
Indoor Commercial Recreation (Reference Ordinance Chapter 14)							A			A	A	A	A							A	A						
Laundromat self service							A		A	A	A		A									P					
Laundry Establishments - Private							A			A		A		A								P					
Linen service/uniform service														A						A	A						
Motels							A		A		A	A	A	A													
Motel or Hotel Extended Stay											C		C	C							C						
Printing Services							A		A		A		A	A	A	A				A	A						
Restaurants - High Turn Over							C		C	C	C		C	C	C	C				A	C						
Restaurants - Medium Turn Over							A			A			A	A	A	A				P	A						P
Restaurants - Low Turn Over							A	A	A	A	A		A	A	A	A	A			P	A						P
Sandwich Shops and Snack Bars							A			A			A	A	A	A				P	A						P
Stand-Alone Single Destination Commercial							A			A			A	A	A	A											
Social Service Centers							A			A			A	A	A	A											
Storage Lockers														A	A	A	A										
Take Out Restaurants							A		A	A	A		A	A	A	A				A							P
Veterinary Offices, w/o Kennels														A	A	P	P				A	A					
Veterinary Offices, w/ Kennels													C	C						C	C						
Warehouse Facilities														A						A	A						
Wholesale and Distribution Facilities														A						A	A						
Low Intensity Commercial Uses - Less than 2,500 sq. ft.																											
Coffee Shop							P	P	P	P	P		P	P	P	P	P	P	P			P					
Contractor (Office only, no outdoor storage yard)							P	P	P	P	P		P	P	P	P				P	P						
Contractor (Office with outdoor storage yard)																						C					
Dry Cleaning drop-off services off-site							P	P	P	P	P	P	P	P	P	P						P					

TYPE/USE	SF-R	SF-TF 14	MH-7	MF- 20	MF- 30	MF- 40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU- W Lake & 10th	TOD- E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
COMMERCIAL																											
Financial Management Services							P	P	P	P	P		P	P	P	P				P							
Laundry Service drop-off services-off site							P	P	P	P	P	P	P	P	P	P						P					
Printing Services							P		P	P	P		P	P	P	P				P							
<u>Restaurants - High Turn Over</u>							A		A	A	A		A	A	A	A			A	A							
<u>Restaurants - Medium Turn Over</u>							P			P			P	P	P	P			P	P		P					
Restaurants - Low Turn Over							P	P	P	P	P		P	P	P	P	P	P	P	P		P					
Single Destination Commercial							P	P	P	P	P		P	P	P	P	P			P							
<u>Wholesale and Distribution Facilities</u>														P						P	P						

TYPE/USE	SF-R	SF-TF 14	MH-7	MF- 20	MF- 30	MF- 40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU- W Lake & 10th	TOD- E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
OFFICE																											
High Intensity Office Uses- Greater than 7,500 sq. ft.																											
Administrative/Professional Services: (non-medical)							C	C	C	C	C	C	C	C	C	C			C								
Business Services							C	C	C	C	C		C	C	C	C											
Call Center													C		C	C			C	C							
<u>Contractor (Office with no outdoor storage yard)</u>							<u>C</u>						<u>C</u>	<u>C</u>					<u>C</u>	<u>C</u>							
<u>Contractor (Office with outdoor storage yard)</u>																					<u>C</u>						
Governmental Administrative Office							C			C			C	C	C	C			C	C			C				
Health Clinics/Urgent Care													C	C	C	C											C
Medical Offices							C	C	C	C		C	C	C													C
Out Patient Clinics													C	C													C
Medium Intensity Office Uses - Less than 7,500 sq. ft.																											
Administrative/Professional Services: (non-medical)							A	A	A	A	A	A	A	A	A	A	A			A							
Business Incubation Office							A		A		A		A	A	A	A											
Business Services							A	A	A	A	A		A	A	A	A											
Call Center													A	A	A	A				A							
<u>Contractor (Office only, no outdoor storage yard)</u>							<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>		<u>A</u>	<u>A</u>	<u>A</u>				<u>A</u>	<u>A</u>						
<u>Contractor (Office with outdoor storage yard)</u>																					<u>C</u>						
Out Patient Clinics/Medical Office							A		A				A	A	A	A											
Governmental Administrative Office							A			A			A	A	A	A				A	A			A			
Interior Design Studio w/ Sales							A		A		A		A	A	A	A				A							
Kitchen/Millwork Design Studio							A	A	A	A	A		A	A	A	A				A	A						
Low Intensity Office Uses - Less than 2,500 sq. ft.																											
Administrative/Professional Services (non-medical)							P	P	P	P	P	P	P	P	P	P	P	P		P	P						C
<u>Call Center</u>													<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				<u>P</u>							
<u>Contractor (Office only, no outdoor storage yard)</u>							<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>	<u>P</u>				<u>P</u>	<u>P</u>						
<u>Contractor (Office with outdoor storage yard)</u>																					<u>C</u>						
<u>Out Patient Clinics/Medical Office</u>							<u>A</u>		<u>A</u>				<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>											
<u>Governmental Administrative Office</u>							<u>A</u>			<u>A</u>			<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>				<u>A</u>	<u>A</u>			<u>A</u>			
Home Occupation	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P				P		P					

TYPE/USE	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU- W Lake & 10th	TOD- E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
Medium Intensity Vehicular Uses - Less than 7,500 sq. ft.																					
Low Intensity Vehicular Uses - Less than 2,500 sq. ft.																					
Automobile Charging Station (accessory to primary use)							P	P						P	P						
<u>Automobile Body Shops</u>														<u>C</u>	<u>C</u>						
<u>Automobile Service and Repair-Major</u>							<u>C</u>	<u>C</u>							<u>C</u>						
Automobile Service and Repair-Minor							A	A						A	A						
<u>Automobile Upholstery Establishments</u>							<u>A</u>	<u>A</u>						<u>A</u>	<u>A</u>						
<u>Automobile Washing Establishments, Attended / Unattended</u>							<u>C</u>	<u>C</u>							<u>C</u>						
<u>Automobile Waxing and Polishing Establishments</u>							<u>A</u>	<u>A</u>						<u>A</u>	<u>A</u>						
<u>Automobile Window Tinting Establishments</u>							<u>A</u>	<u>A</u>							<u>A</u>						
Automotive Parts Sales							P	P						P	P						
Motorcycle/Motorscooter Rentals							P	P	P	P											
Special Interest Automobile Dealership							P							P	P						
Tire/Rim Sales and Service							A	A						A	A						
Tourism-related trades-No Storage yard							P	P	P	P						P	P	P			
<u>Used Automobile Sales and Rentals</u>								<u>A</u>							<u>A</u>						
<u>Used Boat Sales and Rentals</u>								<u>A</u>							<u>A</u>						
Vehicle Broker							P							P	P						

	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU- W Lake & 10th	TOD- E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
TYPE/USE																					
INDUSTRIAL																					
High Intensity Industrial Uses - Greater than 7,500 sq. ft.																					
Aquaculture/Hydroponic Farming														C	C						
Auction House w/ or w/out outdoor storage														C	C						
Building and Construction Trades/Contractors <u>manufacturing</u> w/ Outdoor Storage Yards															C						
Building and Construction Trades/Contractors <u>manufacturing</u> w/o Outdoor Storage Yards														C	C						
Boat Repair / Maintenance / <u>Detailing</u>															C						
Contractor (On-site storage yard allowed)															C						
Specialty Contractor (On-site storage yard allowed)															C						
Equipment Rental and Leasing															C						
Factory or Manufacturing (Reference Ordinance Chapter 14)															C						
Food Manufacturing & Processing														C	C						
Garment/Clothing/Apparel Manufacturing														C	C						
Heavy Utility Service Uses															C	C					
High Intensity Fabrication Services excluding retail display and sales															C						
High Intensity Manufacturing excluding retail display and sales															C						
High Intensity Processing excluding retail display and sales															C						
Import/Export Business								C						C	C						
Jobsite Preparation (Reference Ordinance Chapter 14)														C	C						
Microbrewery w/Sales														C	C						
Microbrewery w/o Sales														C	C						
Organic/Green/All Natural Composting Fertilizer Manufacturing														C	C						
Plant Nursery (sales only)								C						C	C						
Plant Nursery														C	C						
Recycling Processing Center															C						
Regional Distribution Center														C	C						
Renewable Energy Resource Center															C						
Septic Tank, Sewer, and Drain Cleaning and Repair Services															C						
Storage-outdoor														C	C						
Storage-indoor														C	C						
Utility Plant, Substation, Power Generation-Major															C	C					
Vintner/Winery														C	C						
Welding Contractors															C						
Welding Repair Services															C						
TYPE/USE	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU- W Lake & 10th	TOD- E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
Medium Intensity Industrial Uses - Less than 7,500 sq. ft.																					
Aquaculture/Hydroponic Farming														A	A						
Auction House w/out outdoor storage							C							C	C						
<u>Boat Repair / Maintenance / Detailing</u>														C	C						
Building and construction trades/contractors manufacturing without outdoor storage yards														C	C						
Building and construction trades/contractors manufacturing with outdoor storage yards															C						
Cabinetry Manufacturing														C	C						
Cleaning and Maintenance Services														A	A						
Disinfecting and Exterminating Services														C	C						
Distillery														C	C						
Furniture Stripping, Finishing and Refinishing														C	C						
Furniture Manufacturing														C	C						
Garment/Clothing/Apparel Manufacturing														C	C						
Import/Export Business							C							C	C						
Landscaping Contractors w/Storage Yards														C	C						
Lawn, Garden and Tree Maintenance Services														A	A						
Mail Delivery Services														C	C						
Medical/BioTech/Pharmaceutical Manufacturing & Distribution														C	C						
Medium Intensity Fabrication Services excluding retail display and sales														C	C						
Medium Intensity Manufacturing excluding retail display and sales														C	C						
Medium Intensity Processing excluding retail display and sales														C	C						
Microbrewery w/Sales														A	A						
Microbrewery w/o Sales														A	A						
Packaging and Labeling Services														C	C						
Plant Nursery (sales only)							C							C	C						
Plant Nursery														A	A						
Regional Distribution Center														A	A						
Steam and Pressure Cleaning Services														C	C						
Storage-outdoor															C						
Storage-indoor														A	A						
Utility Plant, Substation, Power Generation-Minor														C	C						
Vintner/Winery														A	A						

	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU- W Lake & 10th	TOD- E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
TYPE/USE																					
Medium Intensity Industrial Uses - Less than 7,500 sq. ft.																					
TYPE/USE																					
Low Intensity Industrial Uses - Less than 2,500 sq. ft.																					
Building and construction trades/contractors manufacturing without outdoor storage yards														P	P						
<u>Building and construction trades/contractors manufacturing with outdoor storage yards</u>																					
<u>Contractor (Office only, no outdoor storage yard)</u>	P	P	P	P	P	P		P	P	P											
<u>Contractor (Office with outdoor storage yard)</u>																					
Low Intensity Fabrication Services excluding retail display and sales														P	P						
Low Intensity Fabrication Services including retail display and sales														A	A						
Low Intensity Manufacturing excluding retail display and sales														P	P						
Low Intensity Manufacturing including retail display and sales														A	A						
Low Intensity Processing excluding retail display and sales														P	P						
Low Intensity Processing including retail display and sales														A	A						
Garment/Clothing/Apparel Manufacturing														P	P						
Medical and Dental Laboratories														P	P						

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
INSTITUTIONAL																											
High Intensity Institutional Uses - Greater than 7,500 sq. ft.																											
Colleges and Universities	C	C		C	C	C	C	C	C	C	C	C	C	C	C	C							C				
Day Care Center							C	C	C	C		C	C	C	C	C							C				
Day Care Center Accessory to Place of Worship	C	C		C	C	C	C	C	C	C	C	C	C	C	C	C											
Hospitals and Clinics Public														C									C				
Hospitals and Clinics Private														C									C				
Museums							C		C		C									C			C	C	C		
Schools, elementary	C	C		C	C	C	C	C	C	C	C	C	C	C	C	C							C				
Schools, intermediate and secondary	C	C		C	C	C	C	C	C	C	C	C	C	C	C	C							C				
Schools-Conservatory of Music (Retail merchant license required if selling any instruments, equipment, etc.)													C	C	C	C											
School of the Arts														C								C					
School for Modeling or Booking Agency														C								C					
School of Instruction (for artisan, workers, etc.)														C								C					
Places of Worship	A	A		A	A	A	A	A	A	A	A	A	A	A	A	A											
Medium Intensity Institutional Uses - Less than 7,500 sq. ft.																											
Botanical Research and Education																							A		A	A	A
Colleges and Universities (Satellite Campus)	A	A		A	A	A	A	A	A	A	A	A	A	A	A	A							A				
Day Care Center				A	A	A	A	A	A	A		A	A	A	A	A							A				
Marine Research and Education																							A	A	A		
Museums							A		A		A											A		A	A		
Nursing Homes/Assisted Living Facilities				A	A	A	A	A	A	A		A	A	A	A	A							A				
Places of Worship	A	A		A	A	A	A	A	A	A		A	A	A	A	A											
Welcome Centers												A			A	A							A	A	A		
Low Intensity Institutional Uses - Less than 2,500 sq. ft.																											
Environmental Nature Centers																							C	C	C		
Museum											P											P		A	A		

TYPE/USE	SF-R	SF-TF 14	MH-7 20	MF- 30	MF- 40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU- W Lake & 10th	TOD- E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
CULTURAL & ARTISANAL ARTS																										
High Intensity Artisanal Uses - Greater than 7,500 sq. ft.																										
Artisanal Foods													C						C	C						
Artisanal Manufacturing													C						C	C						
Ceramics Studio w/ Kiln						C		C	C										C	C						
Ceramics Studio w/o Kiln						C		C	C										C	C						
Commissary Kitchen													C						C	C						
Culinary Arts													C						C	C						
Film Studios													C		C				C	C						
Indoor Motion Pictures (more than three (3) Screens)													C		C				C	C						
Performing Arts Theatre (more than 250 seats)																			C	C						
Radio Broadcasting Studios													C		C				C	C		C				
Recording Studios									C				C	C	C				C	C						
Sculpture Studio w/ Kiln																			C	C						
Sculpture Studio w/o Kiln																			C	C						
Television Production Studios												C	C		C				C	C		C				
Medium Intensity Artisanal Uses - Less than 7,500 sq. ft.																										
Artisanal Foods										A			A						A	A						
Artisanal Manufacturing													A						A	A						
Artisan Studio						A	A	A	A	A	A	A	A	A	A				A	A						
Arts and Crafts Studio																			A	A						
Art Gallery						A	A	A		A		A	A	A	A				A	A						
Bakery										A		A							A	A						
Book Binding																			A	A						
Ceramics Studio w/ Kiln																			A	A						
Ceramics Studio w/o Kiln						A		A	A										A	A						
Commissary Kitchen													A						A	A						
Culinary Arts						A							A						A	A						
Custom Jewellery Studio						A													A	A						
Indoor Motion Pictures (up to three (3) Screens)																			A	A						
Performing Arts Theatre (less than 250 seats)										A									A	A		A	A	A		
Perfumery										A			A						A	A						
Photography Studio						A							A						A	A						
Pottery Shop/Studio																			A	A						
Recording Studios										A			A	A	A				A	A						
Sculpture Studio w/ Kiln																			A	A						
Sculpture Studio w/o Kiln																			A	A						
Stationery/Engraver						A				A									A	A						
Low Intensity Artisanal Uses - Less than 2,500 sq. ft.																										
Artisan Studio						P		P	P			P							P							
Arts and Crafts Studio						P	P			P		P							P							
Art Gallery						P	P	P	P	P		P	P	P	P				P							
Ceramics Studio w/o Kiln						A		A	A										A							
Ceramics Studio w/o Kiln						P		P	P										P							
Craft galleries										P		P	P						P							
Bakery						P	P	P	P	P	P	P	P	P	P	P			P	P	P					
Commissary Kitchen													P						P	P						
Custom Jewelry Fabrication/Studio						P	P	P	P			P	P	P	P				P							
Photography Studio						P		P		P		P	P						P							
Photography gallery, including picture framing.						P	P	P	P			P	P						P							
Pottery Shop/Studio						P	P					P	P						P							
Recording Studio										A			A	A	A				P							
Sculpture Studio w/o Kiln						A	A					A	A						A							
Sculpture Studio w/o Kiln						P	P					P	P						P							
Stained Glass Studio						P	P					P	P						P							

TYPE/USE	SF-R	SF-TF 14	MH-7	MF- 20	MF- 30	MF- 40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU- W Lake & 10th	TOD- E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
PUBLIC																										
High Intensity Public Uses - Greater than 7,500 sq. ft.																										
Amphitheatres - Greater than 250 Seats																		P					C	C		
Community Gardens																							C	C		
Light Utility Facility Services	C	C		C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C
Recreation Public (Indoor) w/ Team Sports Facilities														C					P		C		C	C		
<u>Recreation Public (Indoor) w/o Team Sports Facilities</u>													C						P				C	C		
Recreation Public (Outdoor) w/ Team Sports Facilities																					C		C	C	C	
<u>Recreation Public (Outdoor) w/o Team Sports Facilities</u>	C	C	P	C	C	C	C	C	C	C	C	C	C	C	C	C			P				C	C	C	
Recreation Park (Active) w/ Team Sports Facilities																							C	C	C	
Sports Arenas														C									C			
TYPE/USE	SF-R	SF-TF 14	MH-7	MF- 20	MF- 30	MF- 40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU- W Lake & 10th	TOD- E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
Medium Intensity Public Uses - Active - Less than 7,500 sq. ft.																										
Amphitheatres - Less than 250 Seats																			P				C	C	C	
Community Gardens																							C	C		
Concession Stands in Conjunction with recreational facilities																			P				C	C	C	
Light Utility Facility Services	C	C		C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C
<u>Recreation Public (Indoor) w/ Team Sports Facilities</u>														C					P		C		C	C		
Recreation Public (Indoor) w/o Team Sports Facilities														C					P				C	C		
<u>Recreation Public (Outdoor) w/ Team Sports Facilities</u>																					C		C	C	C	
Recreation Public (Outdoor) w/o Team Sports Facilities	C	C	P	C	C	C	C	C	C	C	C	C	C	C	C	C			P				C	C	C	
Recreation Park (Passive) - More than Two (2) Acres	C	C	P	C	C	C	C	C	C	C	C	C	C	C	C	C			P				C	C	C	
TYPE/USE	SF-R	SF-TF 14	MH-7	MF- 20	MF- 30	MF- 40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU- W Lake & 10th	TOD- E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
Low Intensity Public Uses - Passive - Less than 2,500 sq. ft.																										
Nature, Foot and Bicycle Trails	P	P		P	P														P			P	P	P	P	
Pocket Parks	P	P		P	P		P	P	P	P	P	P	P	P	P	P			P	P		P	P	P	P	
Picnic facilities, Play-Grounds, Passive Recreational, Restrooms																			P			P	P	P	P	
Public and Private Nature Preserves	P	P		P	P														P				P	P	P	
Recreation Park (Passive) - Less than Two (2) Acres	P	P		P	P	P	P	P	P	P	P	P	P	P					P	P		P	P	P	P	

	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU- W Lake & 10th	TOD- E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL		
TYPE/USE																												
SPECIALITY																												
High Intensity Specialty Uses - Greater than 7,500 sq. ft.																												
Adult Establishments																					C							
Flea Market							C	C	C	C	C	C	C	C	C	C				C	C		C					
Outdoor Farmer's Market																				C			C			C		
Mobile food vending courts																				C			C			C		
Passenger Railroads/Transit															C	C							C					
Private Club									C				C	C														
Power Plants																					C		C					
Public Safety Facilities																							C					
Radio and Television Broadcasting Studios w/ Communication Towers														C							C		C					
Shooting Ranges																					C							
Special Interest Automobile Dealership													C							C	C							
Sports Arenas, (Public/Private)(Indoor/Outdoor)														C							C							
Taxicab Companies																					C							
Taxidermist																					C							
Water Towers																							C					
Wireless Communication Facilities										C	C	C	C	C	C	C				C	C		C			C		
TYPE/USE																												
Medium Intensity Specialty Uses - Less than 7,500 sq. ft.																												
Cemetery/Mauseleum(Public/Private)	C	C		C	C	C						C											C	C				
Private Club									A				A	A														
<u>Produce Market</u>							<u>A</u>			<u>A</u>	<u>A</u>		<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>						<u>A</u>						
Radio and Television Broadcasting Studios w/o Communication Towers							P		P	P		P	P	P	P	P				P			C					
Special Interst Automobile Dealership													A							A	A							
Temporary Help Marshalling and Dispatch Services																							C					
Non-motorized recreational equipment rental (canoes, kayaks, paddle boards, etc)																							C	C	C			
Outdoor Farmer's Market																					C		C			C		
Flea Market																					C		C			C		
Mobile food vending courts																					C		C			C		
TYPE/USE																												
Low Intensity Specialty Uses - Less than 2,500 sq. ft.																												
Essential Services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Open Space Conservation Areas	P	P	P	P																			P	P	P			
<u>Produce Market</u>							<u>A</u>			<u>A</u>	<u>A</u>		<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>						<u>A</u>						
Private Club									P				P	P														
Special Interest Automobile Dealership													P							P	P							
Water Conservation Areas	P	P	P	P																			P	P	P			

Exhibit C

Chapter 23

ZONING

ARTICLE 4 DEVELOPMENT STANDARDS, SECTION 23.4-10 OFF-STREET PARKING

Amended by adding the words and figures shown in underlined type and deleting the words and figures crossed through.

Section 23.4-10 OFF-STREET PARKING

p) On-Street Parking.

1. Applicability. The minimum number of required off-street parking spaces for a use or project may be satisfied, in part, by the use of on-street parking spaces located within the public right-of-way abutting that same lot or parcel.

2. Conditions. The provision for on-street parking spaces to be used to meet the minimum number of required off-street parking spaces shall be subject to the following conditions:

a. The on-street parking provision is applicable to all existing or proposed development located within all commercial and mixed use zoning districts;

b. Only the on-street parking spaces located within the public right-of-way that abut the frontage of a use or project may be used to count toward meeting the minimum number of required off-street parking spaces. The on-street parking spaces must be located on the same side of the street as the subject use or project;

c. The design of the on-street parking spaces must be approved by the City Public Services Department in order to satisfy parking demand according to Section B.1. herein; and

d. On-street parking spaces utilized under this provision shall not be reserved, temporarily or permanently, for any given use.

Exhibit D

Chapter 23

ZONING

ARTICLE 4 DEVELOPMENT STANDARDS, SECTION 23.4-4 Fences, walls and gates.

Amended by adding the words and figures shown in underlined type and deleting the words struck through.

Sec. 23.4-4 Fences, walls and gates.

5. Entrance arbor, trellis, pergola, or arch.

- A. One (1) entrance arbor, trellis, pergola or arch shall be allowed at the front of a property or two (2) shall be allowed for dual frontage properties.
- B. Overall height of any entrance feature shall not exceed eight (8) feet in height.
- C. Overall width of entrance feature shall not exceed ten (10) percent of the overall width of the property frontage or ten (10) feet, whichever is less.

Exhibit E

Chapter 23

ZONING

ARTICLE 4 DEVELOPMENT STANDARDS, SECTION 23.4-13 Medium and high intensity conditional uses

Amended by adding the words and figures shown in underlined type and deleting the words struck through.

Sec. 23.4-13. Medium and high intensity conditional uses

11. *Townhouses.*

A. Townhouses shall comply with the following:

(1) Front setback shall be ten (10) feet, with an open porch permitted in a minimum of five (5) feet of setback;

(2) Distance between townhouse structures shall be twenty (20) feet; however, distance between double-stacked townhouse structures shall be thirty (30) feet;

(3) Rear setback shall be twenty (20) feet with ten (10) feet for accessory structures;

(4) Townhouse structures shall not exceed one hundred twenty (120) feet in overall length or six (6) units;

(5) The maximum number of attached townhouse units within a townhouse building fronting on Federal Highway shall be four (4) units, unless a planned development district is approved; and

(6) No front door access from alleys when abutting single family residential use or district.

Exhibit F
Chapter 23
ZONING

ARTICLE 5 SUPPLEMENTAL REGULATIONS, SECTION 23.4-18 Portable Storage Units.

Sec. 23.4-18. Portable Storage Units.

a) Definitions. For the purpose of this section the following definitions shall apply:

(1) *Portable Storage Unit.* Any container designed for the storage of personal property and/or overflow merchandise which is typically rented to owners or occupants of property for their temporary use and which may be delivered and removed by vehicle.

(2) *Site.* A piece, parcel, tract, or plot of land occupied, or that may be occupied, by one or more buildings or uses and their accessory buildings and uses which is generally considered to be one unified parcel.

b). Number, Duration and Removal.

(1) *On-Site Storage.* There shall be no more than one (1) portable storage unit per site, at one (1) time, and no larger than one hundred thirty (130) square feet in total area. A site permit, as required in this section, below, for a portable storage unit to remain at a site in a residential or non-residential zoning district shall be valid for a maximum of seven (7) consecutive days.

(2) *Cumulative Time Restriction.* No portable storage unit shall be placed at any one (1) site in a residential or non-residential zoning district in excess of twenty-one (21) days within any 12-month period. All sites are limited to the maximum number of three (3) site permits within any 12-month period. If more than one unit in succession is to be used at a site, the time regulations detailed herein shall begin to accrue from the date of which the first unit was placed at the location.

(3) *Notwithstanding the time limitations as stated above.* All portable storage units shall be removed from the City immediately upon the issuance of a hurricane warning by a recognized governmental agency. The removal of a portable storage unit during a hurricane warning is the responsibility of the owner/operator of the portable storage unit.

(4) *On-Site Storage Prohibited.* No on-site storage units shall be allowed on vacant, unimproved properties unless associated with a commensurate building permit for that site.

c) Site permit required prior to placing a portable storage unit on any site.

(1) The site owner/occupier or the owner /operator of the portable storage unit must apply for site permit. Application for the site permit shall be made to the Director of Community Sustainability, or his/her designee, on a form provided by the City. A review shall be conducted by the Community Sustainability Department.

(2) The application shall include the signature of the site property owner or renter in order to ensure that the site owner or the renter has full knowledge of and consents to placement of the portable storage unit on his or her site and the provisions of this section. If the applicant is a renter of the

property, then the applicant must also provide written consent from the property owner to make such application. A site permit fee, established by Resolution of the City Commission, shall accompany the application. The issuance of a site permit shall allow the applicant to place a portable storage unit on the site in conformance with the requirements of this section. The exterior of the portable storage unit shall have a weatherproof clear pouch, which must display the site permit at all times. However, no site permit shall be issued if it is determined that the storage unit provider or site owner is in violation of any provision of this section.

d) Maintenance and Prohibition of Hazardous Materials. The owner/operator of a portable storage unit and/or the site owner/occupier of the property on which a portable storage unit is placed shall be responsible to ensure that the portable storage unit is in good condition, free from evidence of deterioration, weathering, discoloration, rust, ripping, tearing or other holes or breaks. When not in use, the portable storage unit shall be kept locked. The site owner/occupier of the property on which a portable storage unit is placed shall also be responsible that no hazardous substances are stored or kept within the portable storage unit.

e) Residential Zoning Districts. In residential areas or zoning districts, a portable storage unit shall only be placed in a driveway or other paved surface, unless the rear of the site is readily available, and must be set back a minimum of five (5) feet from side property lines, and three (3) feet from the front property lines. In the event that the Director of Community Sustainability, or his/her designee, determines that there is no driveway, or other paved surface, and the rear of the site is not accessible for placement of a portable storage unit, the Director of Community Sustainability, or his/her designee, may approve placement of a portable storage unit in the front yard providing that the placement of such portable storage unit does not obstruct the free, convenient, and normal use of the public right-of-way or access to any dwellings thereon.

f) Non-residential Zoning Districts. In non-residential areas or zoning districts, a portable storage unit shall only be placed in the rear or side portion of a site. Under no circumstances shall a portable storage unit be placed in an area fronting a street or road, or in the front parking lot of a non-residential site. All portable storage units shall comply with all applicable zoning requirements as it relates to setback and use requirements. The placement of a portable storage unit in fire lanes, passenger loading zones, commercial loading zones or public rights-of-way shall be strictly prohibited.

g) Portable storage units shall be for storage purposes only. No other activity such as utilizing the unit for work or living space shall be allowed.

h) Violations.

(1) It shall be unlawful for any person to place or permit the placement of a portable storage unit on a site which he or she owns, rents, occupies, or controls without first obtaining a site permit from the Director of Community Sustainability, or his/her designee.

(2) It shall be unlawful for a portable storage unit to remain at a site in excess of the time periods permitted under this section. Each day that any such portable storage unit remains at the site in violation of the permitted time periods shall constitute a violation against any person who owns, rents, occupies, or otherwise controls the site.

(3) Any violation of this chapter shall be subject to Section 1-6 or may be deemed a public nuisance and as such, would be subject to the provisions for removal and abatement of said nuisance as prescribed herein.

Exhibit G

Chapter 23

ZONING

ARTICLE 5 SUPPLEMENTAL REGULATIONS, SECTION 23.5-1(j) Nonconforming Signs.

(i), Nonconforming Signs.

Nonconforming signs. All signs in existence upon August 16, 2013 which violate any provision shall constitute a nonconforming sign. Any nonconforming sign in existence prior to August 16, 2013 or which is destroyed or damaged to the extent of fifty (50) percent or more as determined by the building official, or is altered or replaced, shall not be repaired, reinstalled, altered or replaced unless and until said sign has been made to conform to all applicable regulations of this section. All nonconforming signs shall be removed or made to conform within five (5) years from the date such sign(s) shall become nonconforming or December 31, 2019, except that nonconforming billboards shall be removed or made to conform within ten (10) years from the date such sign(s) shall become nonconforming. Notwithstanding the above, billboards which are the subject of a settlement of litigation, between the city and the billboard owner, which was filed before the adoption of these LDR's (August 6, 2013) at the time of the adoption of these LDRs may be altered or replaced as set forth in the approved settlement agreement and shall be removed or made to conform on the earliest date as set forth in the approved settlement or twenty (20) years, whichever is later. Any nonconforming sign previously approved by variance may continue in existence as permitted.



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

MEMORANDUM DATE: May 27, 2015

AGENDA DATE: June 3, 2015

TO: Members of the Planning & Zoning Board

RE: Land Development Regulations (LDRs)

FROM: William Waters, Director
Maxime Ducoste, Planning and Preservation Manager
Department for Community Sustainability

TITLE: PZB/HRPB Project Number 15-02900001, 15-02900002, 15-02900003: Consideration of recommendation to the City Commission concerning a proposed amendment to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

BACKGROUND AND JUSTIFICATION:

On August 6, 2013 the City of Lake Worth adopted Chapter 23 – Land Development Regulations of the Code of Ordinances. The LDRs include six (6) articles governing all development within the city. They are Article I – General Provisions, Article II – Administration, Article III – Zoning Districts, Article IV – Development Standards, Article V – Supplemental Regulations, and Article VI – Environmental Regulations. Article II contains an approval authority table as well as a noticing table. Article III provides a permitted use table. Article V includes a revamped Historic Preservation Ordinance and Article VI contains the Landscape Code.

As the code progresses, staff acknowledges that some aspects including definitions, permitted uses and the sign code require clarification and edits/additions to provide consistency, improve understanding and facilitate implementation as well as address issues that have arisen over the past year. Attachment 1 of this report includes the proposed ordinance(s) and a highlight/strike-thru version of those sections of the code and permitted use table which are proposed to be amended.

In this round of amendments, we are proposing to amend the following sections: Article 1 – General Provisions, Section 23.2-12 – Definitions; Article 3 – Zoning districts, Section 23.3-6 – Permitted use table, Article 4 – Development standards, Section 23.3-25(e) – Mixed Use Urban Planned Development, Section 23.3-30, Section 23.4-10 – Off-street parking, Section 23.4-13 – Medium and high intensity conditional uses; Section 23.4-18 – Portable Storage Units; and Article 5 – Supplemental regulations, Section 23.5-1 – Signs, Nonconformities, Section 23.5-4 – Historic Preservation, Section 23.5-4 – Penalties, Section 23.6-1 – Environmental regulations.

As such, Staff is proposing these amendments as a solution to some of the aspects confronted since the last series of LDR amendments of July 2014. The proposed amendments also will go before the Historic Resources Preservation Board (HRPB) next week at its regularly scheduled meeting of June 10, 2015. The first hearing of the ordinance before the City Commission is tentatively scheduled for the regularly scheduled meeting on June 16, 2015.



City of Lake Worth
Department for Community Sustainability
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1900 Second Avenue North- Lake Worth, Florida 33461 · Phone: 561-586-1687

POTENTIAL MOTION:

I MOVE TO RECOMMEND/NOT RECOMMEND DENY PZB/HRPB 15-02900001, PZB/HRPB 15-02900002, PZB/HRPB 15-02900003: Proposed amendments to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

ATTACHMENTS:

Proposed Ordinance No. 2015-XX Amendments to Chapter 23 (Land Development Regulations) – Inclusive of Attachments A through k.



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2015-05 - First Reading - consider a major amendment to a Residential Planned Development (RPD) located at northeast intersection of North Dixie and 3rd Avenue North and schedule the public hearing for August 4, 2015

SUMMARY:

This Ordinance will provide for a major amendment to the Residential Planned Development (RPD) known as Hammond Park.

BACKGROUND AND JUSTIFICATION:

The applicant, Brett Leone of Cotleur & Hearing, is proposing a Major RPD Amendment and to rename the project from Hammond Park to Bella Terra. The RPD is 3.78 acres in size. The proposed modifications include the addition of 36 dwelling units to the 13 already built for a total of 49 dwelling units and affect the northern portion of the RPD, which encompasses 1.26 acres. The southern portion of the RPD contains a Publix Grocery Store and parking area. No changes are proposed to the southern portion of the site.

The zoning code contains provisions for Planned Development Districts, which include Residential Planned Developments (RPD). The RPD designation allows site specific development regulations to be adopted, which in essence serve as a site specific zoning code.

The site plan was reviewed by the Site Plan Review Committee (SPRC) at its regular meeting on April 8, 2015. The SPRC recommended approval of the project subject to a number of conditions of approval.

With the project being located half within a historic district and half outside a district, both the Planning & Zoning Board and the Historic Resources Preservation Board had to review the proposal.

At their June 3, 2015 regular meeting, the Planning & Zoning Board unanimously approved the Major Site Plan Amendment subject to the recommended conditions of approval. The Board also voted 5-0 to forward a recommendation to the City Commission to APPROVE the RPD Amendment.

At their June 10, 2015 regular meeting, the Historic Resources Preservation Board voted 6-1 to approve the application subject to the recommended conditions of approval. The Board also voted 6-1 to forward a recommendation to the City Commission to APPROVE the RPD Amendment.

MOTION:

I move to approve/not approve Ordinance No. 2015-05 on first reading and schedule the public hearing date for August 4, 2015.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

Application Materials

June 3, 2015 PZB Staff Report

June 3, 2015 PZB draft Meeting Minutes

June 10, 2015 HRPB Staff Report

June 10, 2015 HRPB draft Meeting Minutes

Ordinance



CITY OF LAKE WORTH
1900 2nd Ave N · Lake Worth, Florida 33461 · Phone: 561-586-1687

Minutes
Regular Meeting
City of Lake Worth
Historic Resources Preservation Board
City Hall Commission Room
7 North Dixie Hwy; Lake Worth, FL

WEDNESDAY, JUNE 10, 2015 6:00 PM

1. Roll Call and Recording of Absences: Wes Blackman, Chair, called the meeting to order at 6:00PM. Sandi DuBose, Board Secretary, called the roll. Those in attendance were Mr. Blackman; Herman Robinson, Vice-Chair; Jimmy Zoellner; Tom Norris; Judith Just; Darrin Engel; and Loretta Sharpe. Also present were Barbara Alterman, Assistant City Attorney; William Waters, Director for Community Development; Maxime Ducoste, Planning & Preservation Manager; Aimee Sunny, Preservation Planning Coordinator; Curt Thompson, Community Planner; and Ms. DuBose.
2. **Pledge of Allegiance**
3. Additions/Deletions/Reordering and Approval of the Agenda
 - a. Delete E.2; Add to Item 6, Planning Issues a discussion of 828 N Lakeside
 - b. **Action:** Motion to adopt as amended second by Ms. Just
Vote: Ayes: Mr. Blackman; Mr. Robinson; Mr. Zoellner; Mr. Norris; Ms. Just; Mr. Engel; and Ms. Sharpe.
Nays: None.
Motion carried seven (7) to zero (0).
4. Approval of Minutes
 - A. May 13 2015 RM
 1. Action: Motion by Ms. Just second by Ms. Sharpe to approve the minutes as submitted.
Vote: Ayes: Mr. Blackman; Mr. Robinson; Mr. Zoellner; Mr. Norris; Ms. Just; Mr. Engel; and Ms. Sharpe.
Nays: None.
Motion carried 7-0
5. Cases
 - A. Swearing in of Staff and Applicants
 - B. Proof of Publication

- Mr. Zoellner second by Mr. Norris

C. Withdrawals/Postponements

D. Consent

E. Public Hearings

1. Board Disclosure
2. Clear Channel (Place Holder) Deleted

F. Unfinished Business

G. New Business

1. HRPB PZB Project Number 15-01000001: Consideration of a request by Bella Terra at Lake Worth for a Major Site Plan Amendment, a Major Residential Planned Development Amendment, and a Certificate of Appropriateness (COA) for new construction to replace three eight-unit buildings for three nine-unit buildings, add pervious pavers to the vehicular areas, install sliding gates at the east and west entrances, add a swing gate at the south entrance, modify parking, and upgrade the architecture of the proposed buildings. The total number of units shall be 49 units (13 existing townhomes and 36 proposed condominium units). The subject property is located within the Northeast Lucerne Local Historic District.
 - a. Staff Comments: Ms. Sunny, Mr. Ducoste
 - Mr. Ducoste: Introduced the item and identified its location on N Dixie and 2nd Ave North; request included amendment to RPD, reviewed RPD history which included approvals in 2004 Ordinance (ORD) 20014-51; ORD 2008-01 which allowed both commercial and residential use; and a 2010 change made to site plan to include a Publix market and changes to residential design. He reviewed the current request for amendment which included elimination of a workforce housing component, and a LEED certification component. He reviewed proposed changes to design which included minor changes to landscaping; changes to parking configuration; mixture of condominiums and townhomes; entrance from 3rd Ave. North; and removal of community garden to community courtyard. He reviewed the parking requirements; and proposed elevations including new design features such as flat concrete tile roof; faux wood siding; and metal roof overhangs. He also stated that the proposal provided enhancements to units for elements which were consistent with LEED design, and stated that the impermeable surface ratio for the proposal was reduced from the previous approval. He addressed vesting rights as previously approved, and stated that the project as proposed complied with the City's Comprehensive Plan, and Land Development Regulations (LDRs).
 - Mr. Waters: Addressed Board questions which included split zoning districts; previous approvals; project design; elevations; and vesting rights 00:24:00
 - City Attorney Comments: Ms. Alterman advised the Board members that additional conditions for COA would be added as conditions to the site plan approval without the need for further review by the P&Z Board.
 - Ms. Sunny: Presented COA and stated that the review criteria conditions would be part of the ordinance; reviewed exterior surfaces; reviewed proposed elements

which included impact aluminum single-hung windows, impact doors, faux shutters, canvas awnings, metal balconies, and decorative rafter tails; addressed proposed roofing material; stated that the project was compatible with historic preservation criteria; reviewed conditions of approval which included specific conditions for roof material; addition of window openings to eliminate the visual impact of existing blank walls; reviewed conditions which would improve the design appearance and symmetry; continuation of decorative rafter tails; addressed window and door materials; specified that no vinyl materials could be used; and reviewed the recommended motions.

- b. Board Member Questions/Comments: Request for clarification of why project was brought before both Planning and Zoning Board and HRPB; discussion of courtyard width; rationale for three entrances; discussion of whether gated communities were allowed; size of common area and common area amenities; why units were not staggered; discussion of visual impact of flat façade on the adjacent single family residential district; discussion of building setbacks; discussion that buildings not staggered as in original design; question of whether sections could be maintained with varying color and façade material to differentiate units; discussion of addition of gables to rear and side; and discussion of additional vegetation
- Mr. Ducoste: Responded to Board questions related to site plan specifics and setbacks
 - Mr. Waters: Responded to questions of site access and egress; and the association documents
 - Ms. Sunny: Addressed Board questions of Condition of Approval to address materials
- c. Applicant Comments: Tara Dewey, Lewis Longman and Walker; Addressed Board questions regarding the separation of the ownership and uses of the two properties; stated that the owner had worked with the architect to incorporate the Conditions of Approval presented at the Planning & Zoning Board as well as the Conditions of Approval for the Certificate of Appropriateness and changes would be incorporated into the plans presented to Staff prior to the City Commission review of the submittal

Ms. Sharpe left the dais at 6:51PM and returned at 6:56PM

Mr. Robinson left the dais at 6:59PM and returned at 7:01PM

- d. Additional Board Comments: Discussion of addition of gable element; and additional landscaping; and comment that the project had spanned an economically difficult time period 01:00:00
- Mr. Waters: Clarified changes to the proposed project based upon the Board discussion
- e. City Attorney Comments: Ms. Alterman advised the Board that would make three separate motions with different conditions for each motion. 01:03:00
- f. Public Comment: None 01:05:00
- g. **Action:** Motion made by Mr. Engel with a second by Ms. Just that Board recommend that the City Commission approve, PZB 15-000001 Major Amendment to the Hammon Park Residential Planned District (RPD) approved by Ordinance 2008-01 and amended by Ordinances 2009-28 and 2010-18 is hereby further amended by the approval of a Major Amendment to the Residential Planned Development for an amended master development plan, and the renaming of

Hammon Park to Bella Terra, and all information and documents formally incorporated with the application for approval. The subject property is located at the northeast intersection of North Dixie Highway and 3rd Avenue North; on the north side of 3rd Avenue North. The Major Amendment to the Residential Planned Development is to establish uses and development standards and to incorporate the amended master development plan for the Bella Terra RPD.

Vote: Ayes: Mr. Blackman; Mr. Robinson; Mr. Zoellner; Mr. Norris; Ms. Just; Mr. Engel; and Ms. Sharpe

Nays: None

Motion carried seven (7) to zero (0).

- h. **Action:** Motion made by Mr. Engel with a second by Mr. Norris that Board a Major Site Plan Amendment for a 49 Unit Townhouse and Condominium residential complex located on a 3.78 acre site at the northeast corner of North Dixie Highway and 3rd Avenue North, on the north side of 3rd Avenue North with a zoning designation of Residential Planned Development (RPD), with an underlying zoning designation of Mixed Use-Dixie Highway (MU-DH) subject to the recommended conditions of approval and contingent on the adoption of the Bella Terra RPD Ordinance by the City Commission

Vote: Ayes: Mr. Blackman; Mr. Robinson; Mr. Zoellner; Mr. Norris; Ms. Just; Mr. Engel; and Ms. Sharpe

Nays: None

Motion carried seven (7) to zero (0).

01:08:00

- i. **Action:** Motion made by Mr. Zoellner with a second by Ms. Just that the Board approve PZB/HRPB 15-01000001: Consideration of a Certificate of Appropriateness (COA) for new construction for the subject development Bella Terra at Lake Worth, with the conditions recommended by Staff, and the four additional conditions.

- **Discussion of motion:** Whether condition for shutter material could be included in Condition # 7; condition that color and texture and material be differentiated (front and rear) facades; Applicant to work with Staff to include addition of gable elements where appropriate; vinyl materials not permitted; and condition of siding material.

- **Action:** Mr. Zoellner amended his motion to include addition of shutter material to Condition of Approval number seven (7); and Ms. Just agreed to the change.

Vote: Ayes: Mr. Blackman; Mr. Robinson; Mr. Zoellner; Mr. Norris; Ms. Just; and Mr. Engel.

Nays: Ms. Sharpe

Motion carried six (6) to one (1).

2. HRPB Project Number 15-00100067: Consideration of a Certificate of Appropriateness for exterior alterations and an Historic Preservation Ad Valorem Tax Exemption for the subject property located at 801 Lake Avenue, PCN#38-43-44-21-15-017-0212. The subject building was constructed c.1920 and the property is a contributing resource within the Old Town Local Historic District. The applicant is requesting an extension of the case to the August 10, 2015 HRPB meeting.
- a. Staff Comments: Ms. Sunny Stated that the Agent request was to continue to the August 10, 2015 meeting



City of Lake Worth
Department for Community Sustainability
Planning, Zoning and Historic Preservation Division
1900 Second Avenue North · Lake Worth, Florida 33460 · Phone: 561-586-1687

DATE: May 13, 2015

TO: Members of the Planning & Zoning Board

FROM: Curt Thompson, Community Planner
Thru Maxime Ducoste, Planning and Preservation Manager

SUBJECT: **PZB Project Number 15-01000001 which includes the following:**

- A recommendation to the City Commission for a **Major Amendment** to a **Residential Planned Development (RPD)** to allow site plan modifications to a +/- 3.78 acre site, pursuant to Section 23.3-25 of the Land Development Regulations (LDRs). This means that the Hammon Park Residential Planned District (RPD) approved by Ordinance 2008-01 and amended by Ordinances 2009-28 and 2010-18 is hereby further amended by the approval of an amended master development plan, **and the project will be renamed Bella Terra**, and all information and documents formally incorporated with the application for approval. The subject property is located at the northeast intersection of North Dixie Highway and 3rd Avenue North; on the north side of 3rd Avenue North.
- Consideration of a request for a **Major Site Plan Amendment Approval** to replace three eight-unit buildings for three nine-unit buildings, add pervious pavers to the vehicular areas, install sliding gates at the east and west entrances, add a swing gate at the south entrance, modify parking, and upgrade the architecture of the proposed buildings. The total number of units shall be 49 units (13 existing townhomes and 36 proposed condominium units). **It is important for the Board to note that the buildings will be constructed to be complementary of the existing approved townhouses but will be condominiums.** The synopsis below summarizes the entire project (this includes the existing and proposed number of units).

~~P&ZB Meeting Date: June 3, 2015~~ HRPB Meeting Date: June 10, 2015

SYNOPSIS:

Applicant	BRETT LEONE, LAND PLANNER; COTLEUR & HEARING		
General location	The northeast intersection of North Dixie Highway and 3 rd Avenue North; on the north side of 3 rd Avenue North.		
Property size	Total= 164,656.8 SF/3.78 acres		
Minimum lot width	50 feet required; 200 feet existing		
Zoning	Mixed Use – Dixie Highway (MU-DH)/RPD		
Existing land use	Residential		
Future land use designation	Mixed Use – East (MU-E)		
Applicable Municipal Code Sections	23.3-25; 23.3-17; 23.3-10		
	Required – MU-E Land Use Standards		Proposed – RPD Master Plan
Building height	<u>Comprehensive Plan: 30' (2 stories) by right; Plus 15 feet (max of 4 stories) allowed with Community Benefits.</u> <u>In other words: [30 feet plus 15 feet (maximum of 4 stories) = 45 feet.]</u>		35'-0" feet (3 stories) * *measurement is at the average height between eaves and ridge for gable roofs as defined in the Comprehensive Plan.
	Current RPD Approval	Proposed Major Amendment by the Applicant	Difference between Current RPD Approval and Applicant's Proposed Major Amendment
Lot size	164,656.8 square feet (3.78 acres)	164,656.8 square feet (3.78 acres) This includes the Publix Supermarket Site	No Change
Lot coverage (Impermeable Surface)	79.56%	78.04% approximate	1.52% decrease from current RPD approval

Total building area	North Parcel: 25,068 sq. ft. (45.6%) South Parcel: 30,262 sq. ft. (27.54%)	North Parcel: 25,068 sq. ft. (45.60%) South Parcel: 30,262 sq. ft. (27.54%)	No Change
Landscape area (Permeable Surface)	20.44%	21.96%	An increase of 1.52%
Parking	50 spaces via garage/tandem; 140 surface spaces (Publix Supermarket) and 28 on-street spaces for 218 total spaces	The applicant is providing: 24 spaces via garage parking; 7 spaces via tandem parking; 140 retail parking spaces (Publix Supermarket) and 29 on-street spaces for 219 total spaces.	An increase of 1 parking space
Setbacks			
	Current RPD Approval	Proposed Major Amendment by the Applicant	Difference between Current RPD Approval and Applicant's Proposed Major Amendment
Front (North Dixie Highway)	0 to 10 feet – Per the City's Major Thoroughfare Guidelines	10 feet	No Change
Side Street(North 3 rd Avenue)	0 to 10 feet – Per the City's Major Thoroughfare Guidelines	6 feet	No Change
Side Street (N)	0 to 10 feet – Per the City's Major Thoroughfare Guidelines	7 feet 6 inches	No Change

Rear (west)	0 to 10 feet – Per the City's Major Thoroughfare Guidelines	10 feet	No Change
Board action required	<p>Make a recommendation to the City Commission of approval, approval with conditions, or denial of the proposed Major Amendment to a Residential Planned Development (RPD) to establish uses and development standards for the RPD and to incorporate the master development plan.</p> <p>Approve, approve with conditions, or denial of the proposed additional height and third story through the provision community benefits and site plan.</p>		
Staff Recommendation	Staff recommends approval of the Major Amendment to the RPD to establish uses and development standards for the RPD and approval of the site plan as proposed and of the proposed additional height and third story through the provision community benefits		
	Name and Title	Initials	
Project planner	Curt Thompson, Community Planner	CT	
Approved by	Maxime Ducoste, Planning & Preservation Manager	MD	

BACKGROUND/PROPOSAL:

The subject property is located at the northeast intersection of N. Dixie Highway and 3rd Avenue North. The zoning designation of the property is Low Density Multi-Family Residential, 20 units to the Acre (MF-20) with an overlay of Residential Planned District (“Hammon Park RPD”) and a Future Land Use designation of Mixed Use – East (MU-E).

The Applicant is requesting approval of a Major RPD Amendment and to rename the project from Hammond Park to Bella Terra. The RPD is 3.78 acres in size. The proposed modifications affect the northern portion of the RPD, which encompasses 1.26 acres. The southern portion of the RPD contains a Publix Grocery Store and parking area. No changes are proposed to the southern portion of the site.

The northern portion of the property currently contains two residential buildings; the remainder of the site is vacant. The modifications proposed will complete the build out of Bella Terra at Lake Worth. The Applicant proposes to replace the approved building floor plans, which included three eight-unit buildings, with three nine-unit buildings, add pervious pavers to the vehicular areas, create an entrance on 3rd Avenue North, add two swing gates and a sliding entry gate, revise parking within the development, and upgrade the previously approved building architecture. The new floor plans will retain the previously approved building footprint. Overall, the proposed changes are minor in nature and preserve the intent of the previously approved site plan.

Bella Terra (Hammon Park) was originally approved in 2004 by way of Ordinance No. 2004-50, which amended the Future Land Use designation of the property from General Commercial (GC) to High Density

Residential (HDR). A concurrent rezoning petition was approved by Ordinance No 2004-51, which rezoned the property from High Intensity Commercial (HIC-1) to Medium Density Multiple Family Residential, 30 units to the Acre (MR-30). Subsequently, infrastructure was added to the site, construction commenced on the northern parcel, and two (2) residential buildings were completed.

In 2008, the City Commission adopted Ordinance No. 2008-01 approving the rezoning of the parcel to a Residential Planned Development (RPD) District. The RPD included a mixed-use development, allowing both residential and commercial uses. The RPD contained a total of 130 residential units and 4,544 square feet of commercial space fronting North 2nd Avenue.

In 2009, Ordinance 2009-28 was approved to allow a major amendment to the Hammon Park RPD, facilitating the development of Publix Supermarket on the southern parcel. The Publix store has since been constructed and opened.

In 2010, modifications were made to the Master Development Plan, which included the elimination of the external catwalks and a provision for enclosed garages as a means to address the safety feature of the development. The site plan was also revised to address the City's preference for LEED certification and included standards aimed at obtaining silver LEED certification. The modifications were approved by the City Commission via Ordinance No. 2010-18.

Under this current major amendment, the applicant is no longer proposing to utilize the Community Workforce Housing Innovation Pilot Program (CWHIP) grant, which was implemented under the previous owner/developer of this project. As a result, the Applicant will ensure that the townhomes are marketed at Lake Worth market rate which will be affordable to Lake Worth residents. In addition, the Applicant is no longer seeking LEED certification. Therefore, this major amendment will amend the existing ordinance currently in effect, by removing the conditions of approval stipulated above that could not be met by the previously approved development and will include an amended ordinance with conditions of approval that properly reflects the current development standards according to the City's Land Development Regulations.

ANALYSIS:

The Applicant is proposing to build four nine-unit townhouse buildings on the northern portion of the RPD. From the original Hammon Park approval, one seven-unit and one six-unit residential townhome buildings exist on the site and have being built as of today. The addition of the 36 dwelling units will result in a total of 49 units on site. The proposed changes will increase the density from the previously approved 12.16 du/acre to 12.96 du/acre. The building footprint and lot coverage will remain exactly the same as previously approved per Ord. 2008-01; the maximum allowable density for the site is 20 du/acre. The density for the RPD is calculated for the entire 3.78 acres. The RPD will remain well below the maximum of 20 du/acre.

In order to accommodate more parking spaces on site, the air conditioning (A/C) units will be moved to the north side of the buildings #15, #16 and #17 and to the east side of building #14.

Based on changes in market demands, the storage units at the south end of buildings #15, #16, and #17 and the community garden have been removed. The location of the previous community garden has been redesigned to accommodate a new entrance to the community from North 3rd Avenue. This entrance will have a swing gate to provide a security feature to the community. The east and west entrances, on North Dixie Highway and North J Street, respectively, will have sliding gates.

LANDSCAPING & HARDSCAPE

The proposed RPD Amendment includes minor landscape and hardscape modifications. Due to changes in market demands, the previously approved community garden has been removed from the site. In its place, the Applicant was able to add an entrance to the community from North 3rd Avenue. To substitute for the lost open space the Applicant is proposing to install pervious pavers throughout the vehicular areas, as well as in the community courtyard area. Per Code Section 23.1-12, two square feet of semi-pervious surface materials shall be equivalent to one square foot of impervious surface. The Applicant is proposing 14,384 square feet of pervious area to replace 11,764 square feet of impervious area. The total square footage for the pervious area includes 4,096 square feet of the total 8,193 square feet of pervious pavers. This is an overall increase of 18.22% to the previously approved site plan. In addition to the pervious pavers within the community courtyard area, the walkway has been redesigned to create an enjoyable outdoor area for the residents.

PARKING

The parking rate was calculated using the Core Area Parking ratio of 1.75 spaces per unit, which is applied to the entire site and specified in Condition of Approval #2 in Ordinance No. 2008-01. The condition also requires that 39 on-street parking spaces be counted toward the parking requirement. The northern portion of the RPD will be parked independently of the southern portion. A shared parking agreement with Publix Supermarket is not proposed. A total of 83 parking spaces are required for the residential portion of the RPD. The proposed parking spaces are located within the townhome garages, driveways, grade parking areas, and on-street. Forty-three parking spaces are accommodated within the garages of the existing and proposed townhomes. Building #13 has seven single-car garages with one tandem parking space in the driveway for each unit. There are 13 parking spaces at grade within the residential development and 29 on-street parking spaces located along North J Street. There are a total of 92 parking spaces for the residential portion of the RPD, which exceeds the total parking requirement by nine spaces. However, with the additional parking proposed, the total number of spaces for the RPD will increase by one, for a total of 219 parking spaces.

ARCHITECTURE

The Applicant continues to propose private and secure ground floor entries to all units including safe access to the garages. Faux wood siding, decorative stucco medallions below the roof gable, and addition of a vertical four inch band will be added to the individual units for increased visual interest. The balconies will protrude approximately eight inches from the building wall and will have decorative brackets supporting them. A cantilevered metal roof will cover the new balconies. The Applicant is also proposing to add flat concrete roof tiles and use different exterior colors to differentiate the units. These architecture changes represent an overall enhancement to the previously approved architecture.

Consistency with the Comprehensive Plan

The applicant's proposal to develop a 49 unit townhouse/condominium complex at the subject site is consistent with a number of Comprehensive Plan objectives and policies, which are outlined below:

- **Mixed Use East Land Use Classification:** Maximum of thirty (30) dwelling units per acre. Maximum height of 45 feet. A third story and above allowed with the provision of Community Benefits. Maximum 2.0 FAR for non-residential uses. The corresponding zoning districts for this land use category are Mixed Use - Dixie Highway (MU-DH), Mixed Use – Federal Highway (MU-FH) and Mixed Use – East (MU-E).
- **Policy 1.1.3.4:** The Mixed Use East category is intended to provide for a mixture of residential, office, service and commercial retail uses within specific areas east of I-95, near or adjacent to the central commercial core and major thoroughfares of the City. Zoning regulations implementing the Mixed Use East category shall permit the establishment and expansion of residential (including single family, two-family and multi-family), office, service and commercial retail uses either as uses permitted by right or through conditional use permit provisions.
- **1.2.2.4 - Locational Strategy for the Mixed Use East Category:** The Mixed Use East land use category is intended for mapping along arterials where the existing land use pattern is characterized by a high proportion of office and multi-family uses and/or a high proportion of land (either vacant or with marginally useful structures) that has a good potential for new office, commercial and medium to high density multi-family development. These areas are also 1) located adjacent to the City's central commercial core, and 2) have reasonable development potential.
- **Policy 1.3.9.1:** The City shall further discourage urban sprawl by:
 1. Continuously promoting compact developments within the mixed use, high density residential and TOD areas while providing adequate public services for each development in the most cost effective manner possible; and,

The applicant is proposing a compact development in the Mixed Use-East land use category. Existing public services, including potable water, sewer, fire and police services, are adequate to serve the project. The project site previously was developed with a less intense residential use. The compact nature and proposed density of 12.96 dwelling units/acre is consistent with the Mixed Use-East future land use designation and this policy.

- **Objective 1.3.10:** The City shall establish incentives to help aid the creation of compact, sustainable, community oriented development;

- **Policy 1.3.10.1:** The City shall establish a Community Benefits program to provide for increased intensity and height allowances in return for specific project or public components that would create or increase quality of life measures for a larger segment of the population. The Community Benefits program will be more fully developed and implemented through the City's Land Development Regulations.

Objective 1.3.10 and Policy 1.3.10.1 create the impetus for the incentive program and the implementing policy.

It is evident through consistency with the identified objectives and policies that the project is consistent with the adopted Comprehensive Plan.

Residential Planned Development

The stated intent of a Planned Development District, as outlined in Zoning Code Section 23.3-25, states "The intent of this article is to encourage through incentives the use of innovative land planning and development techniques to create more desirable and attractive development in the city. Incentives include but are not limited to:

1. Relaxing or waiving of height setback lot dimensions and lot area requirements;
2. Allowing an increase in density and/or a decrease in minimum living area per dwelling unit; and
3. Permitting uses or a mixture of uses not normally permitted in the underlying zoning district".

Consistent with the stated intent of Planned Development Districts to provide flexibility, the applicant is proposing alternative development standards in the RPD which deviate from the base Land Development Regulations (LDRs). The Hammon Park development was a vested project as only a portion of the development was constructed. To complete the vested project and to meet current markets trends, the applicant is also requesting approval for the proposed site plan.

The applicant has proposed development standards for the Bella Terra RPD as outlined in the table below and compared to the development standards of the underlying MF-20 zoning district requirements or the requirements of other relevant sections of the zoning code. If a particular development standard is not specifically addressed in the table below, then the base LDRs requirement is applicable.

SITE DATA

PROPOSED LAND USE
PROPOSED ZONING

MIXED USE – EAST (MU-E)
MIXED USE – DIXIE HIGHWAY (MU-DH) WITH PLANNED
DEVELOPMENT DISTRICT OVERLAY

TOTAL SITE AREA

3.78 AC

DEVELOPMENT STANDARDS

	APPROVED	PROV	
MIN LOT AREA	1,050	1,100	SF
MIN LOT WIDTH	16	16	FT
MAX BUILDING HEIGHT	35	35	FT
MIN BLDG SEPARATION	20	28	FT
SETBACKS			
FRONT MIN	5	6	FT
FRONT MAX	15	10	FT
SIDE	7	7	FT
REAR	10	10	FT

BUILDING DATA

RETAIL	28,450	SF
COMMERCIAL	28,450	SF
RESIDENTIAL		
EXISTING TOWNHOMES - 16'	7	UNITS
EXISTING TOWNHOMES - 20'	6	UNITS
CONDOS	36	UNITS
TOTAL	49	UNITS
DENSITY	12.96	DU/AC

FAR

COMMERCIAL FAR	0.17
RESIDENTIAL FAR	0.46
GROSS FAR	0.63

LAND USE

	SF	AC	%
NORTH PARCEL- RESIDENTIAL			
BUILDING LOT COVERAGE	25,068	0.58	45.60%
VEHICULAR PAVERS	16,254	0.37	29.57%
SUBTOTAL IMPERVIOUS AREA	41,322	0.95	75.17%
GREEN SPACE	10,492	0.24	19.09%
SUBTOTAL PERVIOUS AREA	10,492	0.24	19.09%
PERVIOUS VEHICULAR PAVERS	2,198	0.05	4.00%
PERVIOUS PEDESTRIAN PAVERS	957	0.02	1.74%
SUBTOTAL SEMI-PERVIOUS AREA	3,155	0.07	5.74%

TOTAL NORTH PARCEL SITE AREA	54,969	1.26	100.00%
SOUTH PARCEL- COMMERCIAL	SF	AC	%
BUILDING LOT COVERAGE	30,262	0.69	27.54%
PAVEMENT / SIDEWALKS	66,068	1.52	60.13%
SUBTOTAL IMPERVIOUS AREA	96,330	2.21	87.68%
GREEN SPACE	13,541	0.31	12.32%
SUBTOTAL PERVIOUS AREA	13,541	0.31	12.32%
TOTAL SOUTH PARCEL SITE AREA	109,871	2.52	100.00%

IMPERMEABLE SURFACE TOTALS:

NORTH PARCEL ONLY PER ORD. 2010-18	MAX REQ	PROV	
IMPERV. + PERVIOUS PAVERS CALC. AT 50%	45,097	42,900	SF
	82.04%	78.04%	

PARKING CALCULATIONS	BR	UNITS/SF	REQUIRED SPACES PER UNIT OR SF	SPACES
REQUIRED PARKING				
EXISTING 20' TOWNHOME	2	6	1.75	10.50
EXISTING 16' TOWNHOME	2	7	1.75	12.25
CONDOS 1 BR	1	12	1.50	18.00
CONDOS 2 BR	2	24	1.75	42.00
RETAIL		28,450	0.0020	56.90
TOTAL REQUIRED				140
PROVIDED PARKING (2)	GARAGE	TANDEM	GRADE	ON-STREET
EXISTING 20' TOWNHOME	12			
EXISTING 16' TOWNHOME	7	7		
CONDOS 1 BR			13	
CONDOS 2 BR	24			29
RETAIL			127	
TOTALS	43	7	140	29
TOTAL PROVIDED				219
SURPLUS PARKING (1)				79

ASSUMPTIONS:

- (1) ON-STREET PARKING SPACES COUNT TOWARD REQUIREMENT
- (2) USE OF CORE PARKING STANDARDS FOR ENTIRE SITE (1.75 FOR RESIDENTIAL)

As outlined in the table above, the applicant is proposing slight modifications to base zoning code with respect to required setbacks, minimum unit size, and amount of parking provided per unit, and the minimum size of a parking stall. These proposed deviations are consistent with the stated intent of Planned Development Districts to provide incentives in the form of relaxed development standards to create more desirable and attractive development in city.

Site Plan

The Zoning Code outlines the Planning & Zoning Board's authority to review and approve site plans in Section 23.2-30. Additionally the review criteria for site plans are outlined in Section 23.2-31 which outlines the stated intent "to promote safety and minimize negative impacts of development on its neighbors by establishing qualitative requirements for the arrangements of buildings, structures, parking areas, landscaping and other site improvements. The qualitative standards are designed to ensure that site improvements are arranged in ways which cannot be otherwise accomplished with quantitative standards".

23.2-31. Site design qualitative standards

A. Harmonious and efficient organization

Staff Response: All of the required elements of the site plan have been harmoniously and efficiently organized in relation to topography, and the size and type of parcel. The project has been designed in accord with all of the development regulations outlined in the Bella Terra RPD. The site will be developed as to not impede the normal and orderly development or improvement of surrounding property. The area surrounding the project site is in various stages of redevelopment. The proposed development of the project site will have no negative impacts on the surrounding properties and/or uses. The criterion has been met.

B. Preservation of natural conditions

Staff Response: There are no natural landscape areas to be preserved on this site. The proposed amendment will not increase wind or water erosion within or adjacent to other development areas. Natural detention areas and other natural vegetation does not exist at this site.

C. Screening and buffering

Staff Response: The proposed RPD Amendment includes minor landscape and hardscape modifications. Due to changes in market demands, the previously approved community garden has been removed from the site. In its place, the Applicant was able to add an entrance to the community from North 3rd Avenue. To substitute for the lost open space the Applicant is proposing to install pervious pavers throughout the vehicular areas, as well as in the community courtyard area. Per Code Section 23.1-12, two square feet of semi-pervious surface materials shall be equivalent to one square foot of impervious surface. The Applicant is proposing 14,384 square feet of pervious area to replace 11,764 square feet of impervious area. The total square footage for the pervious area includes 4,096 square feet of the total 8,193 square feet of pervious pavers. This is an overall increase of 18.22% to the previously approved site plan.

D. Enhancement of residential privacy

Staff Response: The project is multi-family residential development with 49 units. The surrounding uses to the west across the North Dixie Highway right-of-way are commercial in nature. To the east are residential uses. To the north, are residential and retail commercial uses. To the south, across the North 3rd Avenue right of way, is the Publix Supermarket.

E. Emergency access

Staff Response: Emergency access to the site is provided along the three (3) street frontages and three (3) proposed driveways along North Dixie Highway, North 3rd Avenue and North J Street. The internal circulation area has been designed to accommodate the turning movements of emergency vehicles if necessary. The applicant is going to install two (2) fire hydrants on-site.

F. Access to public ways

Staff Response: Access to public rights-of-way to the project is being provided via three (3) proposed driveways located on North Dixie Highway, North 3rd Avenue and North J Street.

G. Pedestrian circulation

Staff Response: There are existing sidewalks along North Dixie Highway and North 3rd Avenue. In addition, the applicant proposes a community courtyard area for the resident and pedestrian use.

H. Design of access and egress drives.

Staff Response: The site will utilize three (3) driveways along North Dixie Highway, North 3rd Avenue and North J Street for access and egress. These three driveways will not conflict with driveways serving existing development in the immediate area.

I. Coordination of on-site circulation with off-site circulation

Staff Response: The on-site circulation has been designed in a manner consistent with all the requirements of the municipal code. Access to the site is via three (3) proposed driveways on North Dixie Highway, North 3rd Avenue and North J Street, which are fully improved and able to accommodate traffic associated with the project. According to Kimley-Horn, the applicant's traffic engineer consultant, the daily and peak hour trip generation potential for the proposed development plan was calculated based on trip generation rates published by Palm Beach County. The proposed development is expected to generate 239 net new external trips, 23 net new external morning peak hour trips and 26 net new afternoon peak hour trips. The proposed project is located within the Palm Beach County Coastal Residential Exception Area; therefore the project is considered exempt from Palm Beach County's Traffic Performance Standards.

J. Design of on-site public right-of-way

Staff Response: There are no on-site public streets or rights-of-ways associated with the project site

K. Off-street parking, loading and vehicular circulation areas

Staff Response: The parking rate was calculated using the Core Area Parking ratio of 1.75 spaces per unit, which is applied to the entire site and specified in Condition of Approval #2 in Ordinance No. 2008-01. The condition also required that 39 on-street parking spaces be counted toward the parking requirement. The northern portion of the RPD will be parked independently of the southern portion. A shared parking agreement with Publix Supermarket is not proposed. A total of 83 parking spaces are required for the residential portion of the RPD. Parking spaces are located within the garages of each unit, driveways, grade parking areas, and on-street. Forty-three parking spaces are accommodated within the garages of the existing and proposed townhomes. Building #13 has seven single-car garages with one tandem parking space in the driveway for each unit. There are 13 parking spaces at grade within the residential development and 29 on-street parking spaces located along North J Street. There are a total of 92 parking spaces for the residential portion of the RPD, which exceeds the total parking requirement by nine spaces. With the additional parking proposed the total number of spaces for the RPD will increase by one, for a total of 219 parking spaces.

L. Refuse and service areas

Staff Response: Since these units are fee simple (individual owned units) each owner will have their own trash receptacle for trash removal.

M. Protection of property values

Staff Response: With the addition of the 36 condominium units, this redevelopment is expected to serve as a catalyst for the investment in the Lake Worth Downtown Core Area. The redeveloped site should have a positive effect on property values in the immediate area.

N. Consideration of future development

Staff Response: The vicinity in which the project site is located is in various stages of re-development. The applicant is undertaking the redevelopment and completion of this RPD that will result in a viable multi-family development. The type of compact urban development proposed by the applicant is consistent with the Future Land Use Element of the Comprehensive Plan. The redeveloped site is expected to serve as a catalyst for investment in the Lake Worth Park of Commerce.

The analysis has shown that all of the qualitative criteria outlined in the zoning code have been satisfied for the proposed development. The proposed development and site improvements comply with all development regulations of the RPD ordinance and applicable sections of the zoning code. The redeveloped site will add to the supply of available residential housing opportunities available in the City.

Community Benefit

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

The adopted Comprehensive Plan allows building heights of 45 feet in the Mixed Use-East land use category with the provision of “Community Benefits”. As the adoption of the Comprehensive Plan preceded the adoption of the Land Development Regulations.

The multiplier staff utilized to evaluate the provision of on-site community benefits associated with the Bella Terra project is \$5 per square foot of additional floor area above the second story. The value has been depicted as both an overall value and a per unit value, along with an outline of the quantified community benefits provided as part of the project in the table below.

Category	Community Benefit Provided	\$ Value	Notes
Higher Quality or Additional Open Space beyond the requirements of the Municipal Code	Summary: 10,287 square feet of green space with a particular focus on the interior courtyard.		Every square foot of an urban in-fill community is vital and must be put to good use. The courtyard is meant to be used with a design which will include landscaping, a paved walking path culminating with a water or locally designed art feature as well as multiple benches for sitting, resting and reading should encourage interaction between neighbors and with visiting friends.
Higher Quality or Additional landscaping beyond the requirements of the Municipal Code	Water/art feature and benches	\$25,000	For Community Courtyard Area
Character and aesthetic excellence	3,000 square feet of pervious pavers.	\$16,500	For interior parking spaces and pedestrian paths.
Character and aesthetic excellence	16,500 square feet of vehicular pavers in-lieu of asphalt	\$66,000	Instead of the standard asphalt surface, pervious paver blocks.
Community Health and Safety	Controlled Access	\$30,000	Controlled access is planned at the three (3) proposed points of ingress and egress to ensure safety and create a sense of security and community.
Total value of Community Benefits provided		<u>\$137,500</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)	15,432 square feet x \$5.00/square foot	<u>\$77,160</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 = \$137,500/49 units = \$2,806.12/unit
Excess value of community benefit provided by project		\$137,500 - <u>\$77,160</u> = <u>\$60,340</u>	The \$60,340 value represents the value of community benefits being incorporated into the project in excess of that required to satisfy the requirement.

Staff has concluded that with the incorporation of the outlined benefits, the project has satisfied the requirements for community benefits. Conditions of approval are being recommended to ensure that community benefits listed are all incorporated during the construction phase of the project and retained and maintained for the life of the development.

CONSEQUENT ACTION:

The Planning & Zoning Board is acting in an advisory role for a Major Amendment to the Bella Terra (Hammon Park RPD) Residential Planned Development, which includes the permitted uses, development standards, and master development for the Bella Terra project. The Planning & Zoning Board is being asked to make a recommendation on these items for the City Commission's consideration.

The Planning & Zoning Board's decision on the community benefits provision for additional height/stories will be final and the site plan. However, approvals will be contingent on the City Commission approving the Minor Amendment to the Residential Planned Development.

The applicant does have the option to appeal any final decision of the Planning & Zoning Board to the City Commission.

RECOMMENDATION:

Staff recommends the following on the various requests:

- Staff recommends that the Planning & Zoning Board recommend **APPROVAL** to the City Commission that the Hammon Park Residential Planned District (RPD) approved by Ordinance 2008-01 and amended by Ordinances 2009-28 and 2010-18 is hereby further amended by the approval of a **Major Amendment to the Residential Planned Development** for an amended master development plan, **and rename the project from Hammon Park to Bella Terra**, and all information and documents formally incorporated with the application for approval. The subject property is located at the northeast intersection of North Dixie Highway and 3rd Avenue North; on the north side of 3rd Avenue North. The **Major Amendment to the Residential Planned Development** is to establish uses and development standards and to incorporate the amended master development plan;
- Staff recommends that the Planning & Zoning Board **APPROVE** the project's proposed **additional height and third story** as the requirement for providing quantifiable community benefits has been met, contingent on the adoption of the RPD Ordinance by the City Commission;
- Staff recommends that the Planning & Zoning Board **APPROVE** a **Major Site Plan Amendment** for the proposed 49 unit townhouse and condominium complex located on a 3.78 acre site at the Northeast Intersection of North Dixie Highway and 3rd Avenue North, on the North side of 3rd Avenue North. In the Mixed Use Dixie Highway MU-DH/RPD District subject to the recommended

conditions of approval and contingent on the adoption of the RPD Ordinance by the City Commission.

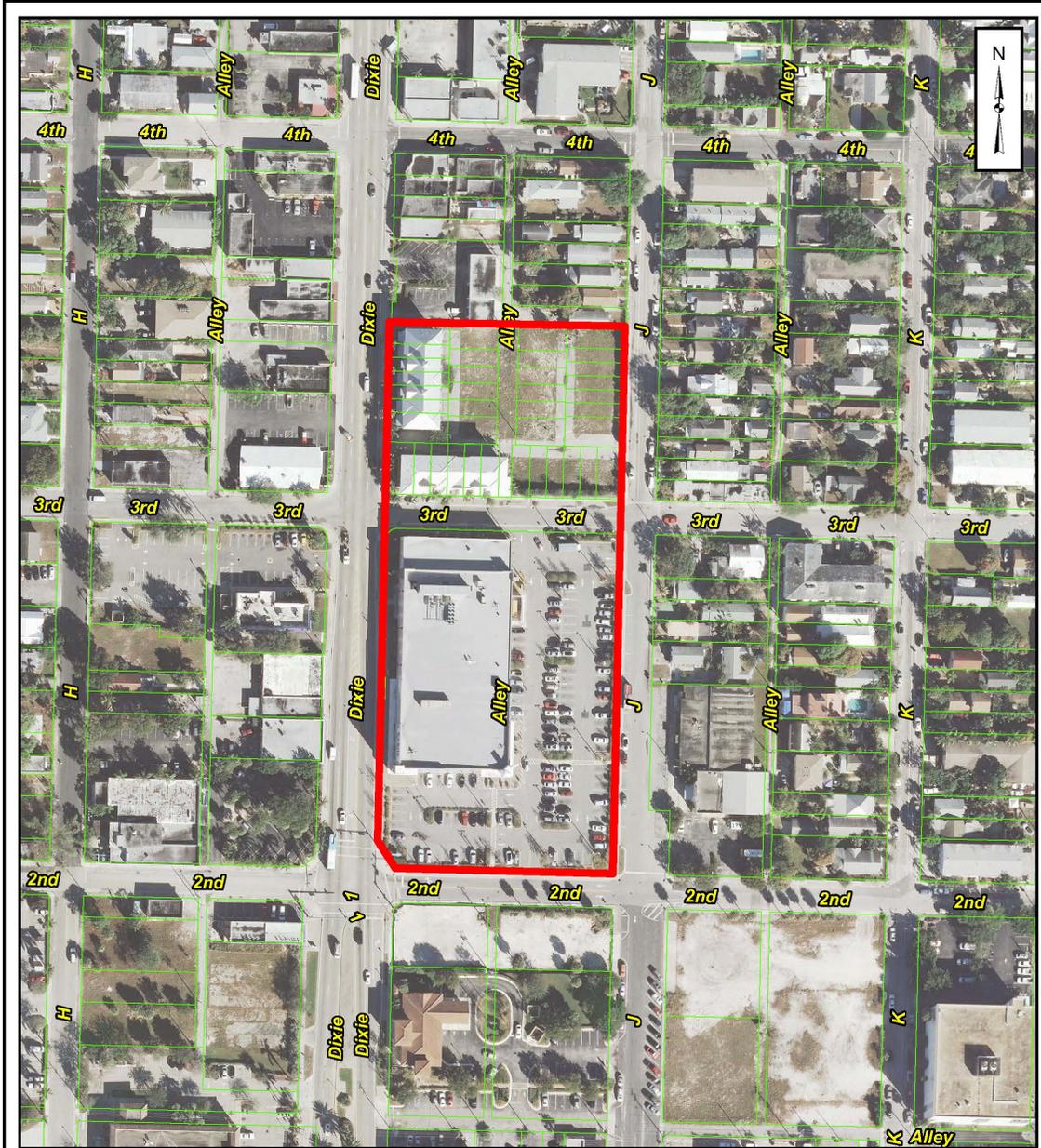
POTENTIAL MOTIONS:

Should the Planning & Zoning Board concur with staff's recommendation the following motions are recommended:

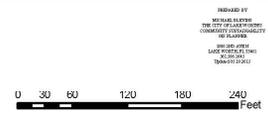
"PZB PROJECT NUMBER 15-01000001:

- I MOVE TO RECOMMEND THAT CITY COMMISSION APPROVE a Major Amendment to the Hammon Park Residential Planned District (RPD) approved by Ordinance 2008-01 and amended by Ordinances 2009-28 and 2010-18 is hereby further amended by the approval of a **Major Amendment to the Residential Planned Development** for an amended master development plan, **and the renaming of Hammon Park to Bella Terra**, and all information and documents formally incorporated with the application for approval. The subject property is located at the northeast intersection of North Dixie Highway and 3rd Avenue North; on the north side of 3rd Avenue North. The **Major Amendment to the Residential Planned Development** is to establish uses and development standards and to incorporate the amended master development plan for the Bella Terra RPD;
- I MOVE TO APPROVE a **Major Site Plan Amendment** for a 49 Unit Townhouse and Condominium residential complex located on a 3.78 acre site at the northeast corner of North Dixie Highway and 3rd Avenue North, on the north side of 3rd Avenue North with a zoning designation of Residential Planned Development (RPD), with an underlying zoning designation of Mixed Use-Dixie Highway (MU-DH) subject to the recommended conditions of approval and contingent on the adoption of the Bella Terra RPD Ordinance by the City Commission".

LOCATION MAP



Bella Terra



Attachments:

- A. Conditions of Approval
- B. Site Plan
- C. 2010 Site Plan
- D. Landscape Plan
- E. Architecture/Floor Plans/Elevations
- F. 2010 Site Plan Color Rendering
- G. 2015 Color Aerial

1
2
3 ORDINANCE NO. 2015-05 OF THE CITY OF LAKE WORTH, FLORIDA,
4 APPROVING AN AMENDMENT TO A RESIDENTIAL PLANNED
5 DEVELOPMENT TO BE KNOWN AS BELLA TERRA DESCRIBED IN EXHIBIT
6 A; PROVIDING FOR DEVELOPMENT STANDARDS; PROVIDING FOR
7 SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

8
9 WHEREAS, pursuant to the authority in Chapter 163 and Chapter 166,
10 Florida Statutes, and the City of Lake Worth's Land Development Regulations,
11 the City is authorized and empowered to consider petitions relating to zoning and
12 land development orders; and

13
14 WHEREAS, the property owner of the property described in Exhibit A (the
15 Property) has petitioned the City to amend the Hammon Park Residential
16 Planned Development (RPD) previously approved by ordinance 2008-01 and as
17 amended by ordinances 2009-28 and 2010-18; and

18
19 WHEREAS, the proposed amendments to the RPD would allow for revised
20 development to add 36 dwelling units to the existing units to be known as Bella
21 Terra (the Project); and

22
23 WHEREAS, on June 3, 2015, the City's Planning and Zoning Board (P&Z
24 Board) considered the amendments to the RPD and recommended that the City
25 Commission approve the amendments including the amendments to the
26 development standards and conditions as shown in Exhibit B attached hereto;
27 and

28
29 WHEREAS, the P&Z Board also approved the corresponding site plan for
30 the Project subject to conditions of approval; and

31
32 WHEREAS, on June 10, 2015, the City's Historic Resources Planning
33 Board (HRPB) considered the amendments to the RPD and recommended that
34 the City Commission approve the amendments including the amendments to the
35 development standards and conditions as shown in Exhibit B attached hereto;
36 and

37
38 WHEREAS, the HRPB also approved the corresponding site plan and a
39 certificate of approval for the Project, both subject to conditions of approval; and

40
41 WHEREAS, the approvals of the P&Z Board and the HRPB are contingent
42 upon the approval by the City Commission of the amendments to the RPD; and

43
44 WHEREAS, the City Commission of the City of Lake Worth, Florida, has
45 considered all of the testimony and evidence and has determined that the
46 amendments to the RPD including the development regulations and conditions
47 meets the Land Development Regulations and is in the best interests of the City.
48

1 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE
2 CITY OF LAKE WORTH, FLORIDA that:

3
4 Section 1. Recitals. The foregoing recitals are hereby affirmed and ratified.

5
6 Section 2. The Amended Residential Planned Development for the Project to be
7 known as "Bella Terra" located at northeastern intersection of North Dixie
8 Highway and 3rd Avenue North, and consisting of approximately 3.78 acres,
9 within the Mixed Use – Dixie Highway (MU-DH) Zoning District, as described in
10 Exhibit A is hereby approved. This approval includes and is based up compliance
11 with the development standards attached as part of Exhibit B.

12
13 Section 3. Repeal of Laws in Conflict. All ordinances or parts of ordinances in
14 conflict herewith are hereby repealed to the extent of such conflict.

15
16
17 Section 4. Severability. If any provision of this Ordinance or the application
18 thereof is held invalid by a court of competent jurisdiction, the invalidity shall not
19 affect other provisions of the Ordinance which can be given effect without the
20 invalid provision or application, and to this end the provisions of this Ordinance
21 are declared severable.

22
23 Section 5 Effective Date. This ordinance shall take effect ten (10) days after
24 adoption.

25
26 The passage of this Ordinance on first reading was moved by
27 Commissioner _____, seconded by Commissioner _____,
28 and upon being put to a vote, the vote was as follows:

29
30 Mayor Pam Triolo
31 Vice Mayor Scott Maxwell
32 Commissioner Christopher McVoy
33 Commissioner Andy Amoroso
34 Commissioner Ryan Maier

35
36 The Mayor thereupon declared this Ordinance duly passed on first reading
37 on the 14th day of July, 2015

38
39 The passage of this Ordinance on second reading was moved by
40 _____, seconded by _____, and upon being put to
41 a vote, the vote was as follows:

42
43 Mayor Pam Triolo
44 Vice Mayor Scott Maxwell
45 Commissioner Christopher McVoy
46 Commissioner Andy Amoroso
47 Commissioner Ryan Maier

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The Mayor thereupon declared this Ordinance duly passed and enacted on the 4th day of August, 2015.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

EXHIBIT "B"

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Conditions of Approval

The following conditions are attached to this approval, and are binding solely on the residential development within the RPD, located north of North 3rd Avenue:

- 1. The Core Area Parking ratio of 1.75 parking spaces per unit will apply to all units except those one (1) Bedroom units which may be calculated as 1.5 parking spaces per unit. Thirty-nine (39) on-street parking spaces shall be allowed to be counted toward the parking requirements.
- 2. Maximum permitted impermeable surface on the north side of North 3rd Avenue shall be 78.5 percent.
- 3. Prior to the issuance of a Certificate of Occupancy, the property shall be replatted to reflect the conversion from townhouse to multi-family condominium structures.
- 4. Any deviations from the above mentioned conditions must be approved by the City of Lake Worth.



Cotleur Hearing

Landscape Architecture
Planning
Environmental Consulting
Graphic Design

1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561-747-6336 Fax-747-1377

Hammon Park
Hammon Park Partners, LLC
Lake Worth, Florida

SITE DATA

PROPOSED LAND USE	MULTI-FAMILY RESIDENTIAL & COMMERCIAL	
PROPOSED ZONING	MF-30 WITH PLANNED DEVELOPMENT DISTRICT OVERLAY	
TOTAL SITE AREA	3.78 AC	
DEVELOPMENT STANDARDS		
MIN LOT AREA	APPROVED 1,050	PROV 1,100
MIN LOT WIDTH	16	16
MAX BUILDING HEIGHT	35	35
MIN BLDG SEPARATION	20	28
SETBACKS		
FRONT MIN	5	6
FRONT MAX	15	10
SIDE	7	7
REAR	10	10
BUILDING DATA		
RETAIL	28,450	SF
COMMERCIAL	28,450	SF
RESIDENTIAL		
EXISTING TOWNHOMES - 16'	7	UNITS
EXISTING TOWNHOMES - 20'	6	UNITS
CONDOS	36	UNITS
TOTAL	49	UNITS
DENSITY	12.96	DJ/AC

FAR	0.17
COMMERCIAL FAR	0.46
RESIDENTIAL FAR	0.63

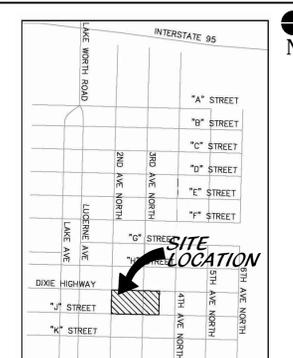
LAND USE			
NORTH PARCEL - RESIDENTIAL	SF	AC	%
BUILDING LOT COVERAGE	25,068	0.58	45.60%
VEHICULAR PAVERS	16,254	0.37	29.57%
SUBTOTAL IMPERVIOUS AREA	41,322	0.95	75.17%
GREEN SPACE	10,492	0.24	19.09%
SUBTOTAL PERVIOUS AREA	10,492	0.24	19.09%
PERVIOUS VEHICULAR PAVERS	2,198	0.05	4.00%
PERVIOUS PEDESTRIAN PAVERS	957	0.02	1.74%
SUBTOTAL SEMI-PERVIOUS AREA	3,155	0.07	5.74%
TOTAL NORTH PARCEL SITE AREA	54,969	1.26	100.00%
SOUTH PARCEL - COMMERCIAL			
BUILDING LOT COVERAGE	30,262	0.69	27.54%
PAVEMENT / SIDEWALKS	66,068	1.52	60.13%
SUBTOTAL IMPERVIOUS AREA	96,330	2.21	87.68%
GREEN SPACE	13,541	0.31	12.32%
SUBTOTAL PERVIOUS AREA	13,541	0.31	12.32%
TOTAL SOUTH PARCEL SITE AREA	109,871	2.52	100.00%

IMPERMEABLE SURFACE TOTALS			
NORTH PARCEL ONLY PER ORD. 2010-18	MAX REQ	PROV	
IMPERV. + PERVIOUS PAVERS CALC. AT 50%	45,097	42,900	SF
	82.04%	78.04%	

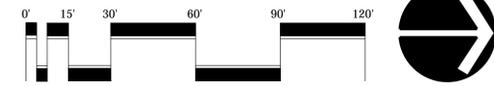
PARKING CALCULATIONS				
	BR	UNITS/SF	REQUIRED SPACES PER UNIT OR SF	SPACES
REQUIRED PARKING				
EXISTING 20' TOWNHOME	2	6	1.75	10.50
EXISTING 16' TOWNHOME	1	7	1.75	12.25
CONDOS 1 BR	1	12	1.50	18.00
CONDOS 2 BR	2	24	1.75	42.00
RETAIL		28,450	0.0020	56.90
TOTAL REQUIRED				140
PROVIDED PARKING (2)				
EXISTING 20' TOWNHOME	12			
EXISTING 16' TOWNHOME	7			
CONDOS 1 BR	24			
CONDOS 2 BR	24			
RETAIL			127	29
TOTAL PROVIDED	43	7	140	219
SURPLUS PARKING (1)				79

ASSUMPTIONS:
 (1) ON-STREET PARKING SPACES COUNT TOWARD REQUIREMENT
 (2) USE OF CORE PARKING STANDARDS FOR ENTIRE SITE (1.75 FOR RESIDENTIAL)

LOCATION MAP



Site Plan

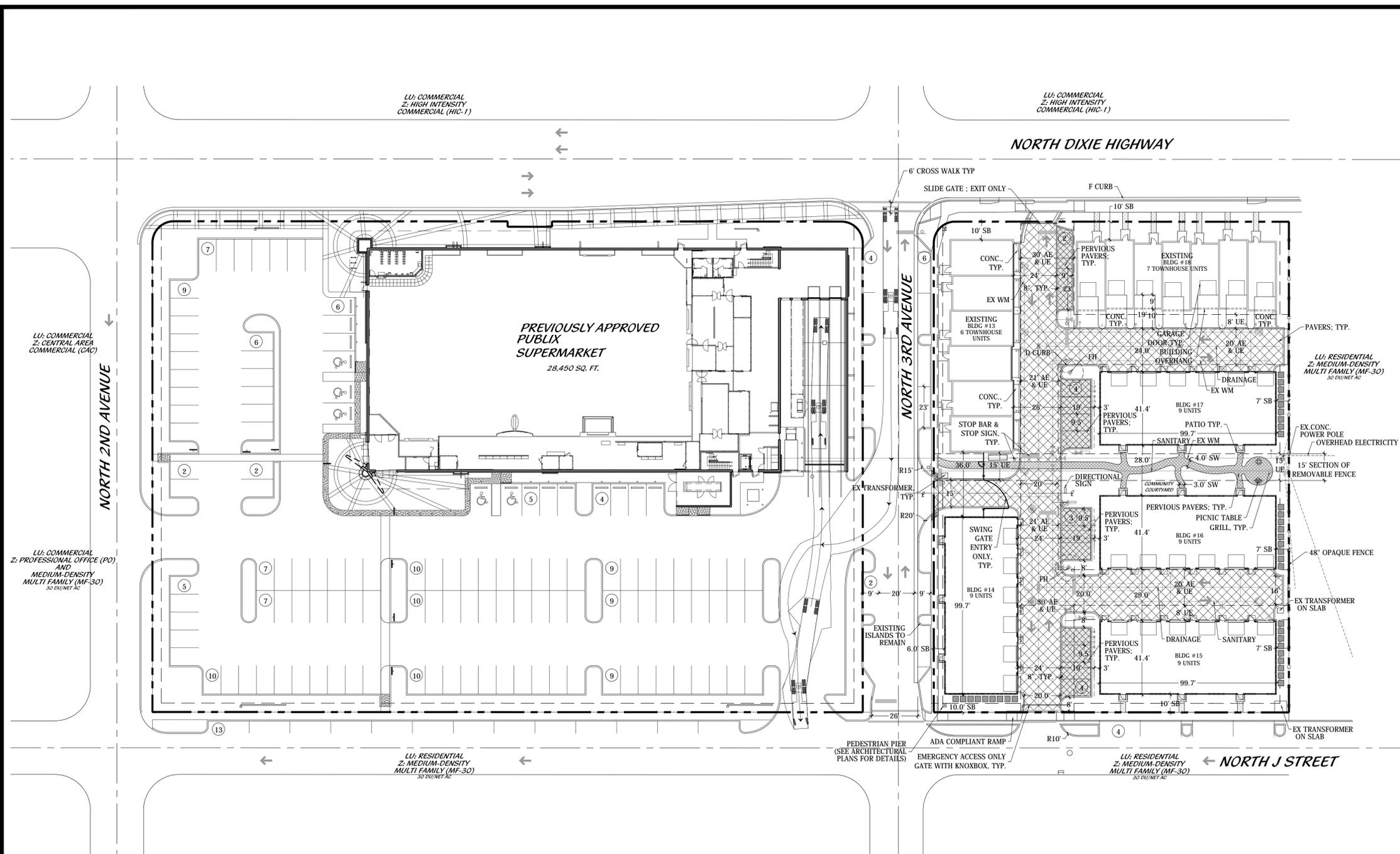


Scale: 1" = 30'

North

LEGEND

AE	ACCESS EASEMENT
MIN	MINIMUM
FH	FIRE HYDRANT
OH	OVERHANG
R	RADIUS
SB	SETBACK
SW	SIDEWALK
TYP	TYPICAL
UE	UTILITY EASEMENT
WM	WATER MAIN



PROJECT TEAM

APPLICANT:
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DESIGNED	NP
DRAWN	NP
APPROVED	DEH
JOB NUMBER	15-0103
DATE	03-10-15
REVISIONS	04-16-15

April 16, 2015 5:28:31 p.m.
 Drawing: 15-0103 SP.DWG

SHEET 1 OF 4

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Hearing**

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Planning
Environmental Consulting
Graphic Design

1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561-747-6336 Fax-747-1377

Hammon Park
Hammon Park Partners, LLC
Lake Worth, Florida

DESIGNED _____ NP
DRAWN _____ NP
APPROVED _____ DEH
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SHEET 2 OF 4

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SITE DATA

PROPOSED LAND USE MULTI-FAMILY RESIDENTIAL & COMMERCIAL
PROPOSED ZONING MF-30 WITH PLANNED DEVELOPMENT DISTRICT OVERLAY

TOTAL SITE AREA 3.78 AC

DEVELOPMENT STANDARDS

	APPROVED	PROV	
MIN LOT AREA	1,050	1,100	SF
MIN LOT WIDTH	16	18	FT
MAX BUILDING HEIGHT	35	35	FT
MIN BLDG SEPARATION	20	28	FT
SETBACKS			
FRONT MIN	5	6	FT
FRONT MAX	15	10	FT
SIDE	7	7	FT
REAR	10	10	FT

BUILDING DATA

RETAIL	28,450	SF
COMMERCIAL	28,450	SF

RESIDENTIAL			
EXISTING TOWNHOMES - 16'	7	UNITS	
EXISTING TOWNHOMES - 20'	6	UNITS	
CONDOS	36	UNITS	
TOTAL	49	UNITS	

DENSITY 12.96 DU/AC

FAR		
COMMERCIAL FAR	0.17	
RESIDENTIAL FAR	0.46	
GROSS FAR	0.63	

LAND USE

	SF	AC	%
NORTH PARCEL - RESIDENTIAL	25,068	0.58	45.60%
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TOTAL REQUIRED				140
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EXISTING 20' TOWNHOME	12	7		
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CONDOS 1 BR	24			29
CONDOS 2 BR				13
RETAIL				127
TOTAL PROVIDED	TOTALS	43	7	249
SURPLUS PARKING (1)				79

ASSUMPTIONS:
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(2) USE OF CORE PARKING STANDARDS FOR ENTIRE SITE (1.75 FOR RESIDENTIAL)

LEGEND

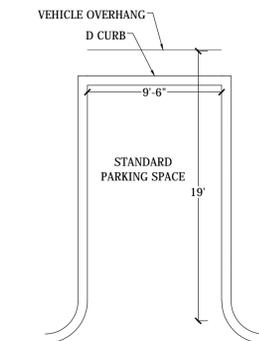
AE	ACCESS EASEMENT
MIN	MINIMUM
FH	FIRE HYDRANT
OH	OVERHANG
R	RADIUS
SB	SETBACK
SW	SIDEWALK
TYP	TYPICAL
UE	UTILITY EASEMENT
WM	WATER MAIN

LOCATION MAP

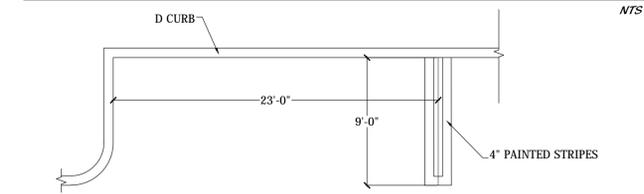


SITE DETAILS

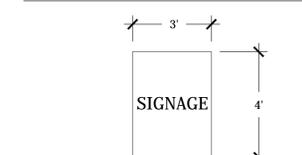
STANDARD PARKING DETAIL



PARALLEL PARKING DETAIL



DIRECTIONAL SIGN DETAIL



MAX 12 SF SIGNAGE AREA
MAX 7' HEIGHT

PROJECT TEAM

APPLICANT:
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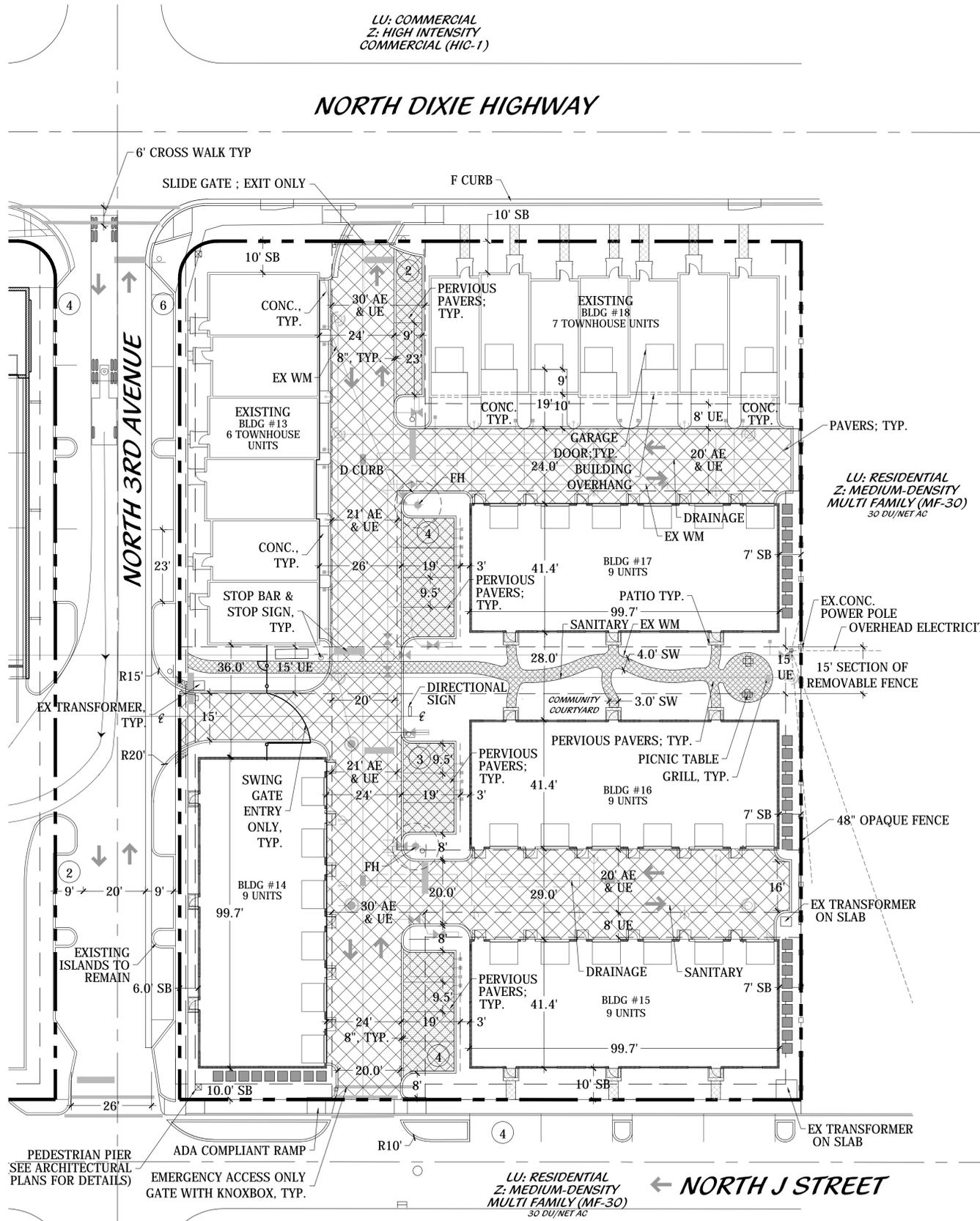
Site Plan

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0"



North



LU: RESIDENTIAL
Z: MEDIUM-DENSITY
MULTI FAMILY (MF-30)
30 DU/NET AC

← NORTH J STREET

NORTH DIXIE HIGHWAY

NORTH 3RD AVENUE

PEDESTRIAN PIER
SEE ARCHITECTURAL
PLANS FOR DETAILS

ADA COMPLIANT RAMP
EMERGENCY ACCESS ONLY
GATE WITH KNOXBOX, TYP.

SHEET 2 OF 4

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LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITECT TO BE UNSUITABLE FOR PLANTING, IE. ROAD BASE, PAVEMENT, ETC. REPLACEMENT SOIL SHALL CONTAIN 80% SAND AND 40% MULCH. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MULCH SHALL BE 100% CLEAN ORGANIC NATIVE MULCH SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3". EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE	16-7-12	ACRIFORM TABLETS (21 GRAM)
1 GAL.	1/4 LB.	1
3 GAL.	1/2 LB.	3
7-15 GAL.	1/2 LB.	6
1"-6" CALIPER	2 LBS./1" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LBS./1" CALIPER	2 PER 1" CALIPER

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF 1/2 LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS AS SHOWN IN THESE PLANS ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREW INCLUDING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY 'GRADES AND STANDARDS' LATEST EDITION.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS OR CHANGES WITHOUT THE AUTHORIZATION OF THE CITY OF LAKE WORTH, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SITE LIGHTING.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LAKE WORTH LAND DEVELOPMENT REGULATIONS.

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL EXTEND ONE FOOT HIGHER THAN THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

ALL SOD SHALL BE STENOTAPHRUM SECONDATUS 'FLORITAM' (ST AUGUSTINE SOD).

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET.

PLANTING ISLANDS WITHIN AND ADJACENT TO PARKING AREAS SHALL BE FREE OF LIME ROCK AND OTHER FOREIGN MATERIALS TO A DEPTH OF 36". IF NECESSARY, RECYCLED PLANTING SOIL MIXTURE SHOULD BE USED TO REPLACE UNSUITABLE SOIL, WHICH IS EXCAVATED.

EARTH BERMS SHALL NOT EXCEED 3' AND A SLOPE OF 4:1.

ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF LAKE WORTH.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.

THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

ALL EXOTIC AND NUISANCE VEGETATION SHALL BE REMOVED FROM ON SITE.

*NO CYPRESS MULCH SHALL BE USED ON SITE

LANDSCAPE SPECIFICATIONS (CONT)

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT. WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WITH THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FALL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE. COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS. DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT CORNERS. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF FORBEED GRASS (PANTUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

LANDSCAPE WARRANTY

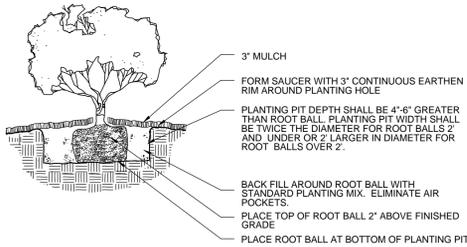
THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

PLANT LIST

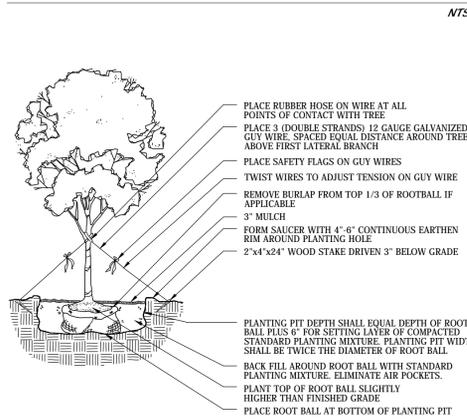
QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
CANOPY / ORNAMENTAL TREES						
5	BS*	BURSERA SIMARUBA	GUMBO LIMBO	16' OA, 3.5"-4" CAL.	A.S.	FULL CANOPY
1	CD*	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	16' OA, 3.5"-4" CAL.	A.S.	FULL CANOPY
6	JAT*	JATROPHA STANDARD	JATROPHA	6' X 4'	A.S.	FULL SPECIMEN, 2.5' C.T.
3	LJ	LIGUSTRUM LUCIDUM	LIGUSTRUM TREE FORM	6' O.A.	A.S.	FULL CANOPY, LIMB UP 4', MULTI-STEM
2	NO*	NERIUM OLEANDER STANDARD	OLEANDER TREE	5' O.A.	A.S.	FULL SPECIMEN
5	TA	TABEUBIA CARAIBA	YELLOW TRUMPET TREE	12'x 6', 3" CAL.	A.S.	FULL CANOPY, CHARACTER SPECIMEN
PALMS						
7	CNS*	COCUS NUCIFERA 'GREEN MALAYAN'	COCONUT PALM	10' O.A., 2' WD.	A.S.	STRAIGHT TRUNKS, FULL HEADS
6	PR	PHOENIX ROEBELENI	PYGMY DATE PALM	5'-6" O.A. TRIPLE	A.S.	FULL CANOPY, 3' C.T. MIN.
3	SP*	SABAL PALMETTO	SABAL PALMETTO	12', 16', 18' CT, STGG.	A.S.	SLICK STGG. HGTS., (1/3 EA. SIZE)
4	VW	VEITCHIA WININ	WININ PALM	18' HT., SINGLE STEM	A.S.	FULL HEADS (SINGLE)
4	VW2	VEITCHIA WININ	WININ PALM	16' HT., DOUBLE STEM	A.S.	FULL HEADS (DOUBLE)
10	VM	ADONIDIA MERRILLII	CHRISTMAS PALM	10'-12' O.A. SINGLE	A.S.	FULL CANOPY
LARGE SHRUBS / ACCENTS						
174	CE*	CHRYSOBOLANUS ERECTUS	GREEN BUTTONWOOD	3' X 2'	A.S.	FULL & THICK
92	CI*	CHRYSOBOLANUS ICACO 'RED TIP'	RED TIP COCOPLUM	#3, 2x 18"	2' O.C.	FULL & THICK
8	CLP	CRINUM AUGUSTUM 'QUEEN EMMA'	RED CRINUM LILY	#7, 30" x 30"	A.S.	FULL & THICK
6	CLV*	CLUSIA GUTTIFERA	SMALL LEAF CLUSIA	4' X 3'	A.S.	FULL & THICK
3	CNR*	CODIAEUM STANDARD	CROTON STANDARD	4' OA	A.S.	FULL
75	PM	PODCARPUS MAKII	PODCARPUS	4' OA x 2' SPRD.	2' O.C.	FULL & THICK
103	SAV	SCHEFFERA ARBORICOLA 'TRINETTE'	DWARF VARIEGATED SCHEFFLERA	#3, 24" x 24"	2' O.C.	FULL
21	TI	CORDYLINA FRUTICOSA 'AUNTIE LOU'	AUNTIE LOU TI PLANT	#7, 30" O.A.	A.S.	FULL
MED. SHRUBS / GROUNDCOVERS / VINES						
60	CIJ*	CHRYSOBOLANUS ICACO 'HORIZONTALIS'	DWARF COCOPLUM	#3, 12" x 12"	2' O.C.	FULL & THICK
9	CJ	TRACHELOSPERMUM JASMINOIDES	CONFEDERATE JASMINE	#3, 24" x 24"	2' O.C.	ATTACH TO FENCE
49	CV*	CODIAEUM VAR. 'MAMMEY'	MAMMEY CROTON	#3, 24" x 24"	2' O.C.	FULL & THICK
247	FG*	FICUS MACROPHYLLA 'GREEN ISLAND'	GREEN ISLAND FICUS	#3, 24" x 24"	2' O.C.	FULL & THICK
222	IV*	ILEX VOMITORIA	DWARF YALPON HOLLY	#3, 24" x 24"	2' O.C.	FULL & THICK
164	JV	JASMINUM SIMPLICIFOLIUM/VOLUBILE	WAX JASMINE	#3, 18" x 18"	2' O.C.	FULL & THICK
53	LM	LIRIOPE MUSCARI 'EV. GIANT'	LIRIOPE	#1, 12" x 12"	18" O.C.	FULL & THICK
28	RI	RAPHIOLEPIS INDICA	INDIAN HAWTHORNE	#3, 24" x 24"	2' O.C.	FULL & THICK
NOTE: ASTERISK (*) INDICATES FLORIDA NATIVE PLANT MATERIAL (~) INDICATES DROUGHT TOLERANT						
		TOTAL	DROUGHT TOLERANT	REQ%	PROV%	
TREES AND PALMS		46	29	45%	63%	
SHRUBS		1,314	864	45%	66%	

NOTE: THIS PLANT LIST CONSISTS OF PLANT MATERIAL FOR BUILDINGS 14-17 ONLY.

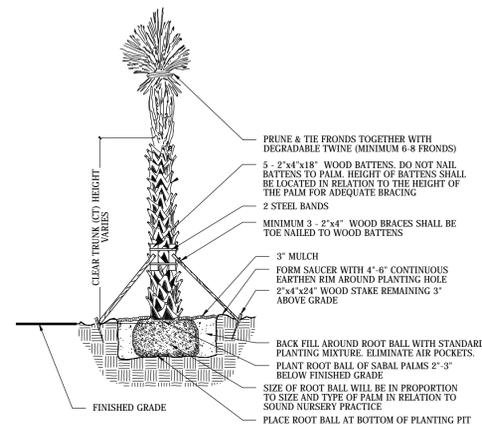
PLANTING DETAILS



SHRUB/GROUND COVER PLANTING DETAIL



LARGE TREE PLANTING DETAIL



PALM PLANTING DETAIL



Cotleur Hearing

Landscape Architecture
Planning
Environmental Consulting
Graphic Design

1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561-747-6336 Fax-747-1377

Hammon Park
Hammon Park Partners, LLC
Lake Worth, Florida

DESIGNED	NP
DRAWN	NP
APPROVED	DEH
JOB NUMBER	15-0103
DATE	03-10-15
REVISIONS	04-16-15

April 16, 2015 1:34:25 p.m.
Drawing: 04-0809 LP.DWG

SHEET 4 OF 4

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Landscape Details

designed SBD
drawn CSW/PAR
checked SBD
date 2/25/15
scale 1/4" = 1'-0"
job no. 14-0401BRI

Scott Blakeslee Dishar
AR-0011586 AA-0003285



COLORS

BODY

- LIGHT BEIGE - SW 6057 MALTED MILK
- DARK BEIGE - SW 6059 INTERFACE TAN
- GREEN - SW 6213 HALCYON GREEN
- YELLOW - SW 6900 OPTIMISTIC YELLOW
- SALMON - SW 6605 CHARISMA

- SHUTTERS - SW 6530 REVEL BLUE
- LOUVERS - SW 6530 REVEL BLUE

- BASE RUSTICATION - WHITE
- FASCIA & BRACKETS - WHITE
- BANDING, HEADS & SILLS - WHITE

- LIGHT FIXTURES - BLACK

- SHINGLES - LIGHT GREY

- FAUX WOOD SIDING
- PANELED FRONT DOORS
- DECORATIVE LIGHT FIXTURES
- FAUX LOUVERS/DORMER
- FIBERGLASS SHINGLES
- FAUX BRACKETS
- FAUX SHUTTERS
- METAL ROOFING
- RAISED STUCCO HEADS & SILLS
- DECORATIVE METAL RAILING
- WHITE WINDOW FRAMES
- FABRIC AWNINGS
- BASE RUSTICATION

BELLA TERRA AT LAKE WORTH
project

9 UNIT - BLDG.
LAKE WORTH, FLORIDA

ARCHITECTURAL
Studio, Inc.

Architecture
•
Planning

300 Avenue of Champions
Suite 260
Palm Beach Gardens, Florida 33418
Phone 561.202.6990
Fax 561.296.2494
archstudiofl.com

drawing
**FRONT
ELEVATION**

sheet
A-0

of

revisions
no. date
- //

designed SBD
drawn CSW/PAR
checked SBD
date 2/25/15
scale 1/4" = 1'-0"
job no. 14-0401BRI

CALCULATIONS MODEL 'A'	
AIR CONDITIONED AREAS	
1ST FLOOR	704 SF
	704 SF
NON CONDITIONED AREAS	
COV. ENTRY	13 SF
	13 SF
GROSS AREA	
GROSS AREA	717 SF

CALCULATIONS MODEL 'C' TYP.	
AIR CONDITIONED AREAS	
1st FLOOR	66 SF
2nd FLOOR	597 SF
3rd FLOOR	643 SF
	1305 SF
NON CONDITIONED AREAS	
1 CAR GARAGE	264 SF
COV. BALCONY	42 SF
COV. ENTRY	13 SF
	319 SF
GROSS AREA	
GROSS AREA	1625 SF

Scott Blakeslee Dishar
AR-0011586 AA-0003285



BELLA TERRA AT LAKE WORTH
project

9 UNIT - BLDG.
LAKE WORTH, FLORIDA

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Studio, Inc.

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Planning

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drawing
GROUND
FLOOR PLAN

sheet
A-1

of

designed SBD
drawn CSW/PAR
checked SBD
date 2/25/15
scale 1/4" = 1'-0"
job no. 14-049(BR)

Scott Blakeslee Dishar
AR-0011586 AA-0003285



MODEL 'CL'

MODEL 'C'

MODEL 'C'

MODEL 'C'

MODEL 'C'

MODEL 'CR'

BELLA TERRA AT LAKE WORTH
project

9 UNIT - BLDG.
LAKE WORTH, FLORIDA

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Studio, Inc.

Architecture
Planning

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drawing
**SECOND
FLOOR PLAN**

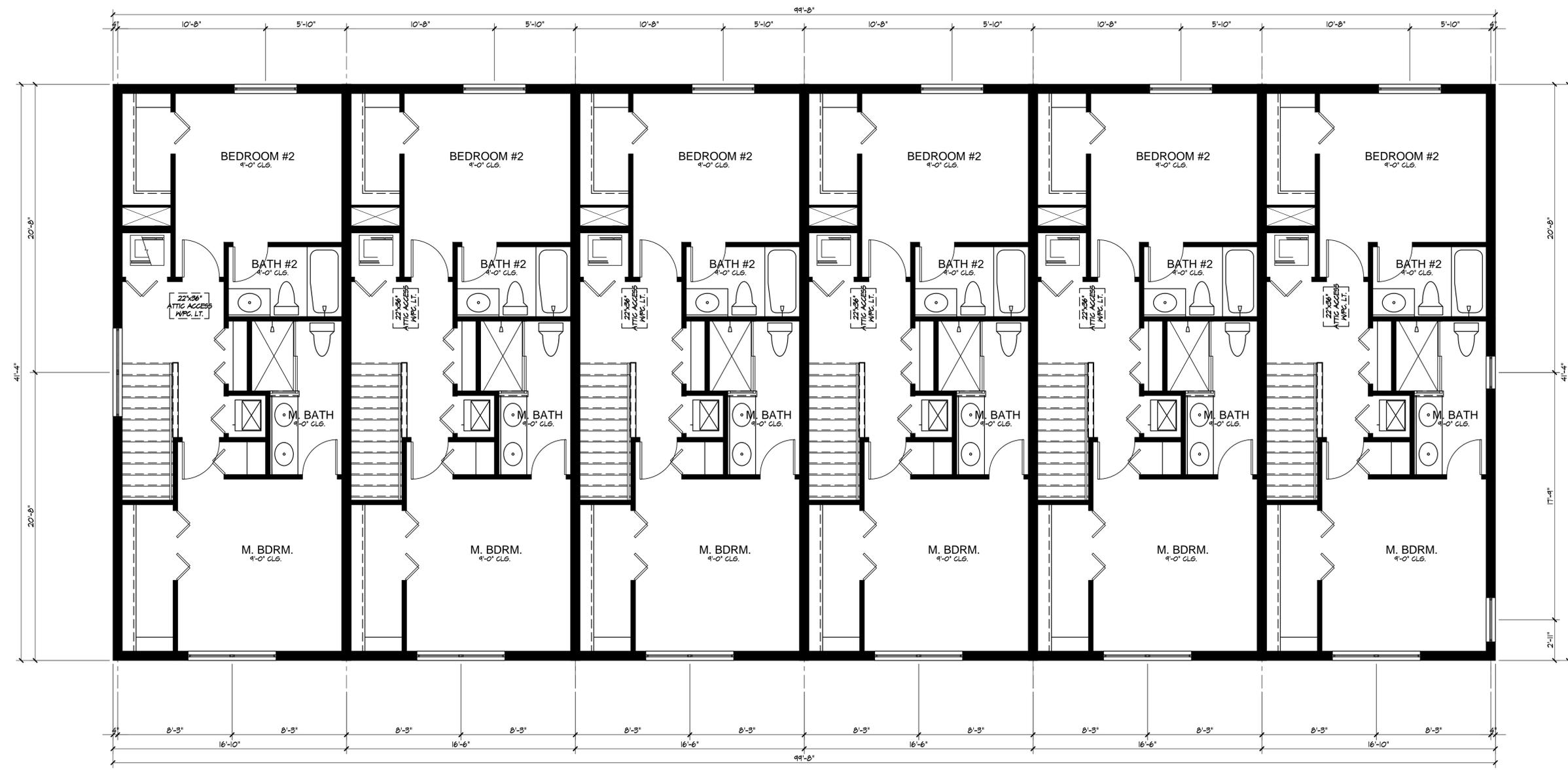
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A-2

of

revisions
no. date
- //

designed SBD
drawn CSW/PAR
checked SBD
date 2/25/15
scale 1/4" = 1'-0"
job no. 14-0409.BRI

Scott Blakeslee Disher
AR-0011586 AA-0003285



MODEL 'CL'

MODEL 'C'

MODEL 'C'

MODEL 'C'

MODEL 'C'

MODEL 'CR'

BELLA TERRA AT LAKE WORTH
project

9 UNIT - BLDG.
LAKE WORTH, FLORIDA

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Studio, Inc.

Architecture
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Planning

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drawing
**THIRD
FLOOR PLAN**

sheet
A-3

of



MODEL CR

MODEL C

MODEL C

MODEL C

MODEL C

MODEL CL

REAR ELEVATION

revisions
no. date
//

designed SBD
drawn CSW/PAR
checked SBD
date 2/25/15
scale 1/4" = 1'-0"
job no. 14-0401BRI

Scott Blakeslee Dishar
AR-0011566 AA-0003285

BELLA TERRA AT LAKE WORTH
project

9 UNIT - BLDG.
LAKE WORTH, FLORIDA



FRONT ELEVATION

ARCHITECTURAL
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Planning

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Fax 561.296.2494
archstudiofl.com

drawing
ELEVATIONS

sheet
A-4

of

designed SBD
drawn CSW/PAR
checked SBD
date 2/25/15
scale 1/4" = 1'-0"
job no. 14-0401BRI

Scott Blakeslee Dishar
AR-0011566 AA-0003285

BELLA TERRA AT LAKE WORTH
project

9 UNIT - BLDG.
LAKE WORTH, FLORIDA

ARCHITECTURAL
Studio, Inc.

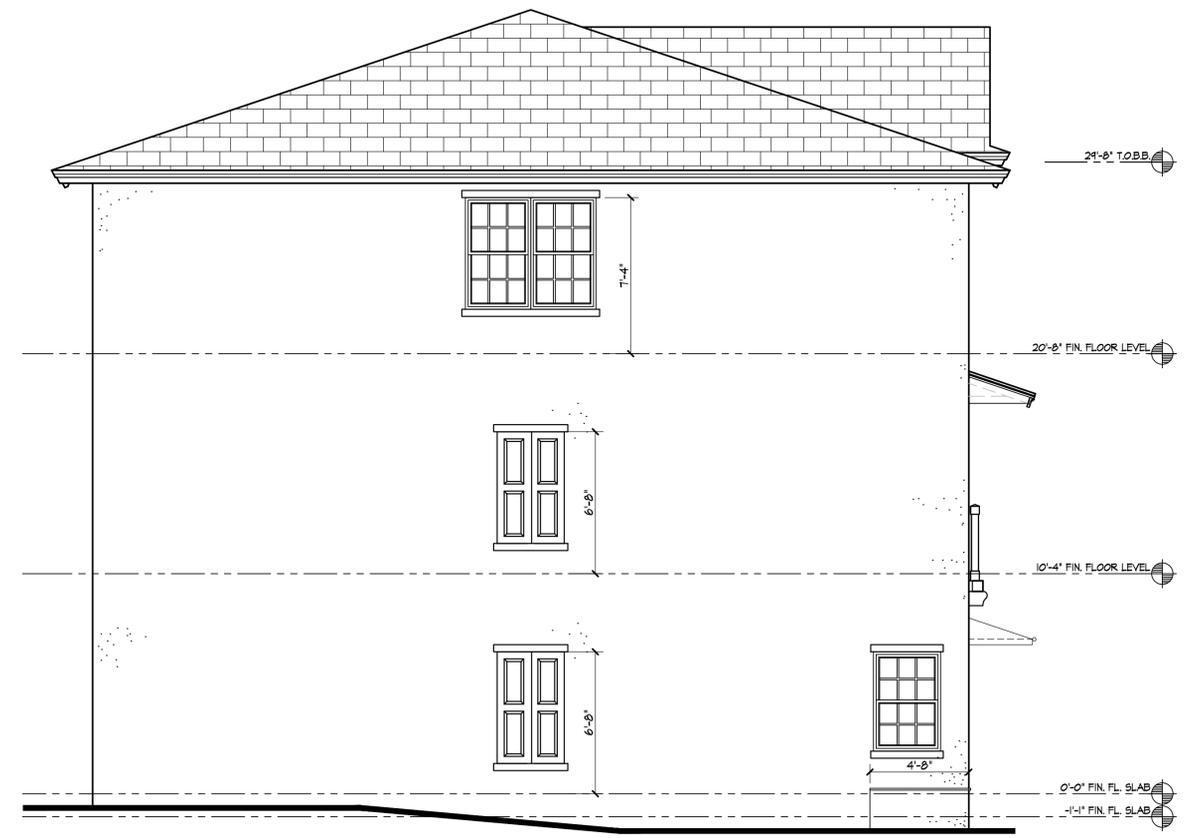
Architecture
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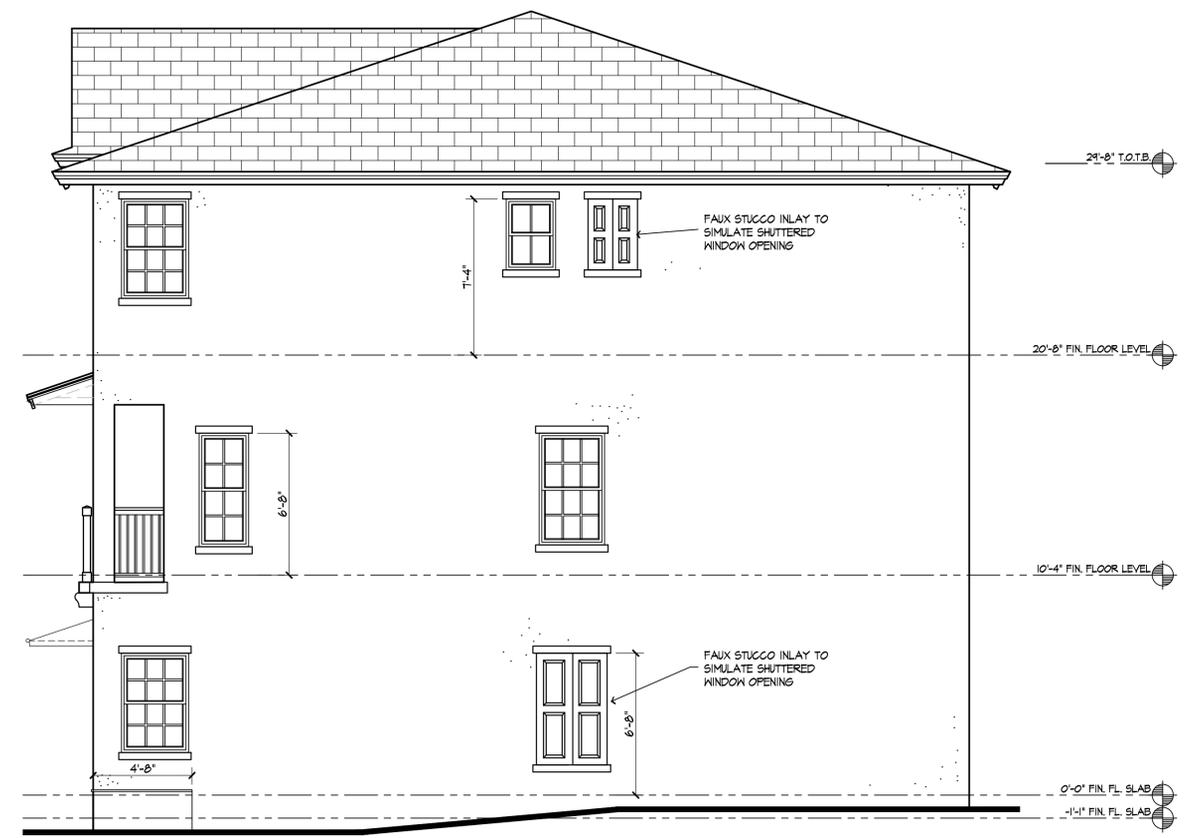
drawing
ELEVATIONS

sheet
A-5

of



LEFT ELEVATION



RIGHT ELEVATION



NORTH DIXIE HIGHWAY

PUBLIX SUPERMARKET

NORTH 2ND AVENUE

NORTH 3RD AVENUE

NORTH J STREET

EXISTING
BLDG #13
6 TOWNHOUSE UNITS

EXISTING
BLDG #18
7 TOWNHOUSE UNITS

BLDG #17
9 UNITS
3-STORY

COMMUNITY
COURTYARD

BLDG #16
9 UNITS
3-STORY

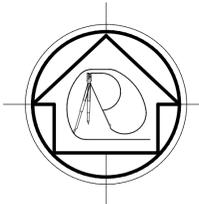
BLDG #14
9 UNITS
3-STORY

BLDG #15
9 UNITS
3-STORY

SITE PLAN



North



GRAPHIC SCALE IN FEET
SCALE 1" = 20'

LEGEND

- A/C - AIRCONDITIONER (SLAB)
- C/L - CENTERLINE
- C/O - CLEAN OUT
- DDCV - DOUBLE DETECTOR CHECK VALVE
- EL - ELEVATION
- ELEC - ELECTRIC SERVICE BOX
- FDC - FIRE DEPARTMENT CONNECTION
- BFP - BACKFLOW PREVENTER
- LP - LIGHT POLE
- SLCB - STREET LIGHT CONTROL BOX
- TSCB - TRAFFIC SIGNAL CONTROL BOX
- UR - UTILITY RISER
- TR - TRAFFIC SIGN
- FH - FIRE HYDRANT
- WV - WATER VALVE
- NM - OVERHEAD UTILITY LINES
- - FOUND PERMANENT REFERENCE MONUMENT
- - STAMPED 'LB 6660'
- - EXISTING ELEVATION

DESCRIPTION

LOTS 79 THROUGH 103 AND TRACT "B", HAMMON PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 109, PAGES 126 AND 127 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH

LOT 24, BLOCK 86, THE PALM BEACH FARMS CO., PLAT NO. 2, TOWNSHIP OF LUCERNE (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LYING IN THE CITY OF LAKE WORTH, PALM BEACH COUNTY, FLORIDA, CONTAINING 40,790 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AND ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.
3. ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29, AND ARE RELATIVE TO PALM BEACH COUNTY BENCHMARK K-402 WHOSE PUBLISHED ELEVATION IS 17.22.
4. TO CONVERT ELEVATIONS TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, NAVD 88, SUBTRACT 1.53 FEET.
5. PARCEL 16 IS LOCATED IN FLOOD ZONE C, AS PER FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 120213 0001 C AND 120213 0002 C, EACH DATED SEPTEMBER 30, 1982.
6. EASEMENTS SHOWN HEREON ARE PER THE PLAT OF HAMMON PARK, PLAT BOOK 109, PAGES 126 AND 127, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; UNLESS OTHERWISE NOTED.

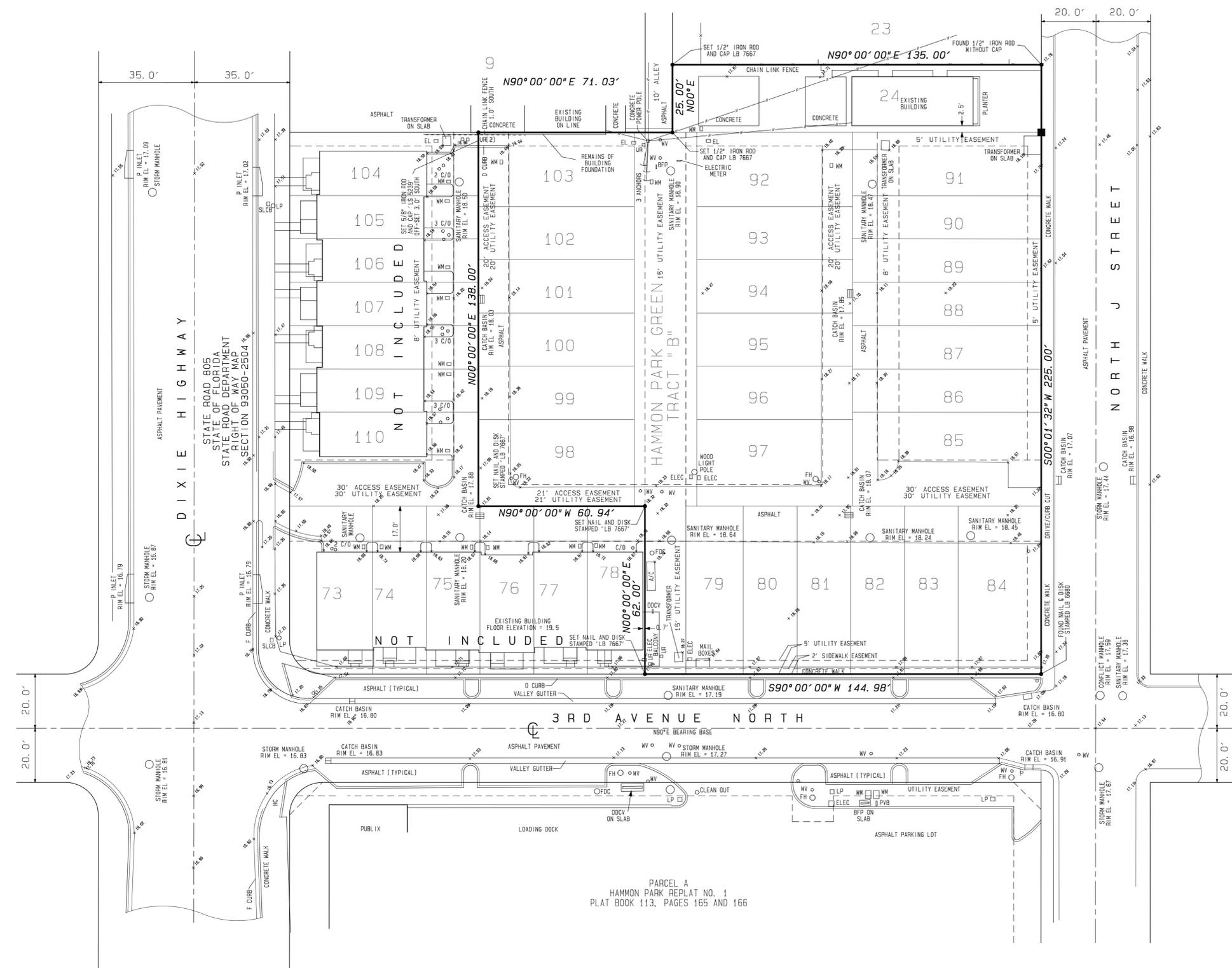
CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, THERE ARE NO VISIBLE ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY:

RICHARD H. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5239

BLOCK 86
THE PALM BEACH FARMS COMPANY NO. 2
LUCERNE TOWNSITE
PLAT BOOK 2, PAGES 29-40



PARCEL A
HAMMON PARK REPLAT NO. 1
PLAT BOOK 113, PAGES 165 AND 166

12/31/14	RHS	1/16-17	UPDATE SURVEY
07/01/08	RHS	1/16-17	BOUNDARY AND TOPOGRAPHIC SURVEY
REVISIONS			
BOUNDARY AND TOPOGRAPHIC SURVEY HAMMON PARK NORTH PARCEL			
RICHARD H. SMITH, INC. SURVEYING AND MAPPING			CADD 1160BND PROJECT NUMBER 1160
FLORIDA LICENSE NUMBER LB 7667 rsmithsurvey@bellsouth.net 9211 CITRUS ISLE LANE LAKE WORTH, FL 33467 (561) 536-8191			SHEET 1 OF 1



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2015-06 - First Reading - increase Business Tax Receipt Rates by Five Percent (5%) and schedule the public hearing date for August 18, 2015

SUMMARY:

The Ordinance provides for a five percent (5%) increase to Local Business Taxes effective October 1, 2015.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth's last increase for its Business Tax Receipts was in 2013. Under Florida Statutes, the City can raise the rates as much as five percent (5%) every other year as long as the City has adopted an Equitable Rate Study. The City did adopt such a study in 1995 and can effectively raise the established Business Tax Receipt rates by five percent (5%). Based on collections during Fiscal Year 2014 and 2015, it is projected that the change will increase revenues by at least \$50,000. In addition, the increase maintains our competitiveness with regard to adjacent municipalities as the City's rates remain lower in most categories.

MOTION:

I move to approve/disapprove Ordinance No. 2015-06 on First Reading and schedule the Public Hearing and Second Reading on August 18, 2015.

ATTACHMENT(S):

Fiscal Impact Analysis
Ordinance

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
Additional Revenues	50,000	65,000	80,000	95,000	105,000
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Community Sustainability	Increase in Business Tax Receipts				
Account Number (s)	Account Description	FY 2015 Budget	Acct Balance	Revenue Increase FY2016	Remaining Balance
001-0000-321-42-00	Cert of Use License Fees			\$ 50,000	N/A

C. Department Fiscal Review: _____

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ORDINANCE NO. 2015-06 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 14 “BUSINESS TAX RECEIPTS AND BUSINESS REGULATIONS”, ARTICLE I, “LOCAL BUSINESS TAX RECEIPT”, SECTION 14-24, “BUSINESS TAX SCHEDULE”, TO INCREASE THE RATES FOR BUSINESS TAXES BY FIVE PERCENT (5%) EFFECTIVE OCTOBER 1, 2015; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, section 205.0535, the City established an equity study commission and, on June 6, 1995, adopted Ordinance No. 95-10, which reclassified its businesses, professions, and occupations and revised the City’s business tax rate structure; and

WHEREAS, in May, 2013 the City Commission adopted Ordinance 2013-28 setting the rates for local business taxes; and

WHEREAS, section 205.0535(4), Florida Statutes, allows municipalities to increase the rates for local business taxes up to five percent (5%) every other year by ordinance enacted by a vote of a majority plus one vote of the governing body; and

WHEREAS, the City Commission finds that it is in the City’s best interest to increase the business tax rates for all businesses, occupations and professions by 5% effective October 1, 2015.

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

Section 1. Recitals. The foregoing recitals are hereby affirmed and ratified.

Section 2. Chapter 14, “Business Tax Receipts and Business Regulations”, Article I, “Local Business Tax Receipts”, Section 14-24, “Business Tax Schedule”, of the City’s Code of Ordinances is hereby amended to reflect a five percent (5%) increase to all businesses, occupations and professions effective October 1, 2015, and to read as follows:

Sec. 14-24. – Business tax schedule.

The amount which shall be paid by the several firms, persons or associations engaging in or managing businesses, professions or occupations for which a business tax receipt is required is hereby fixed as follows:

10.01	AMUSEMENT AND RECREATION—Any person operating for a profit, any game, contest, exhibition, amusement, or recreation, dance, contrivance or facility.			
10.01	Archery Range (Location subject to approval of Police Chief)	Flat fee	60.78	<u>63.82</u>
10.02	Athletic or Health Club	Flat	121.55	<u>127.63</u>

Pg. 2, Ord. 2015-06

		Fee		
10.03	Bicycle Rentals, alone not connected w/other business	Flat Fee	30.39	<u>31.91</u>
10.04	Billiard, Pool, Ping Pong or Bagatelle Tables	Per Table	36.48	<u>38.30</u>
10.05	Bingo Parlor	Flat Fee	303.88	<u>319.07</u>
10.06	Boats, Ferry or Sightseeing	Flat Fee	121.55	<u>127.63</u>
10.07	Boats or Watercraft for hire, Canoes, Rowboats, Jet Skis	Each Boat	30.39	<u>31.91</u>
10.08	Bowling Alleys, Ten Pin or Skeet Ball	Each Lane	24.31	<u>25.53</u>
10.09	Bus Sightseeing	Flat Fee	97.24	<u>102.10</u>
10.10	Dance Halls Variety Exhibitions, etc. (send application to building inspector and Fire Chief)	Flat Fee	121.55	<u>127.63</u>
10.11	Game Room (Business license required for each machine)	Base Fee	182.33	<u>191.45</u>
	Each Machine		18.24	<u>19.15</u>
10.12	Go Carts	Base Fee	72.93	<u>76.58</u>
	Per Cart		13.38	<u>14.05</u>
10.13A	Golf Course	Flat Fee	289.41	<u>303.88</u>
10.13B	Golf Driving Range	Flat Fee	72.93	<u>76.58</u>
10.13C	Golf, Miniature Course	Flat Fee	72.93	<u>76.58</u>
10.14	Nightclub	Flat Fee	850.86	<u>893.40</u>
10.15	Rinks, Skating (ice or roller)	Flat Fee	121.55	<u>127.63</u>
10.16	Shooting Gallery	Flat Fee	97.24	<u>102.10</u>
10.17	Swimming Pool	Flat Fee	212.72	<u>223.36</u>
10.18	Theater, each location	Base Fee	136.75	<u>143.59</u>
	Each Seat		0.38	<u>0.40</u>
10.19	Water Slide (Proof of liability insurance in the amounts of \$100,000/\$300,000 required)	Flat Fee	85.09	<u>89.34</u>
10.20	Miscellaneous or general amusement for profit	Flat	97.24	<u>102.10</u>

		Fee		
	Any person engaged in any lawful game, contest, exhibition, parade, amusement, or recreation dance, contrivance or facility herein.			
10.21	Amusement Park	Flat Fee	3038.76	<u>3190.70</u>
20.0 II	COIN-OPERATED OR OTHER MACHINES			
20.01A	Amusement Machine Operator (Business in City)	Flat Fee	206.64	<u>216.97</u>
20.01B	Amusement Machines (Hereby defined as machines or player devices, which are operated for amusement or score and not for vending merchandise or rendering service, and whether or not a charge is made for play.) (Such machines include but are not limited to pool tables, video games, music boxes.)	Each Machine, Per location	20.18	<u>21.19</u>
20.02A	Merchandise Vending Machine Operator (in city)	Flat Fee	206.64	<u>216.97</u>
20.02B	Merchandise Vending Machines (Hereby described as automatic trade machines, where the only incentive to operate the same is to produce or receive merchandise of a reasonable value or cost of operating the same, such as gum, peanuts, candy, ice, coffee, tea, milk, soft drinks from bottle or paper cup or can, except unadulterated Florida-produced citrus juice which might be exempt under Florida Statutes, and other vending machines exempt under the state law such as cigarette vending machines, federal postage stamp machines, machines parcel checking lockers, and newspaper vending machines.)	Each Machine, Per location	20.18	<u>21.19</u>
[20.03A]	Service Vending Machine Operator (in city)	Flat Fee	206.64	<u>216.97</u>
20.03B	Service Vending Machine (Except those specifically defined elsewhere in this article and those exempt or prohibited by state law.) These include, but are not limited to change machines, weighing machines, dry cleaning or laundry machines.	Each Machine, Per location	20.18	<u>21.19</u>
30.0 III	CONTRACTORS—Each person who contracts or subcontracts to construct, alter, repair, dismantle, or demolish buildings, roads, bridges, viaducts, sewers, water and gas mains or engages in the business of construction, alteration, repairing, dismantling or demolition of buildings, roads, bridges, viaducts, sewers, water and gas mains must obtain a license as a contractor, that maintains a business location within the municipal limits.			
	Contractors include, but are not limited to: General, Building, Plumbing, Residential, Electrical, Mechanical, HVAC and Specialty. (Including Electrical Sign Contractor)			
	Fee is based on the number of employees:			

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30.01A	General Contractor, 1 to 6, including self	Flat Fee	139.79	<u>146.78</u>
30.01B	Building Contractor, 1 to 6, including self	Flat Fee	139.79	<u>146.78</u>
30.01C	Residential Contractor, 1 to 6, including self	Flat Fee	139.79	<u>146.78</u>
30.01D	Electrical Contractor, 1 to 6, including self	Flat Fee	139.79	<u>146.78</u>
30.01E	Plumbing Contractor, 1 to 6, including self	Flat Fee	139.79	<u>146.78</u>
30.01F	Roofing Contractor, 1 to 6, including self	Flat Fee	139.79	<u>146.78</u>
30.01G	Flooring Contractor, 1 to 6, including self	Flat Fee	139.79	<u>146.78</u>
30.01H	HARV Contractor, described as: heating, air conditioning, refrigeration and ventilation, 1 to 6, including self	Flat Fee	139.79	<u>146.78</u>
30.01I	Speciality Contractor, described as: acoustical ceiling contractor, aluminum speciality, burglar alarm, communication and sound systems, concrete forming and placing, decorative metal, demolition, dredging and landfill, drywall, fabric awnings, fence, glass and glazing, gunite, high pressure gas pipeline, insulation, irrigation and sprinkler, marine, masonry-paver brick and paver brick systems, commercial paving, residential paving, plastering, prestressed precast concrete erections, reinforcing steel, residential window and door installation, roof deck, septic tank, sign contractor-electrical, sign contractor-nonelectrical, structural steel erection, swimming pool construction, swimming pool repair contractor, swimming pool plastering contractor, tennis court contractor, tile, terrazzo and marble installer, T.V. antenna and satellite dish installer, underground/overhead transmission lines and underground utilities, 1 to 6, including self	Flat Fee	139.79	<u>146.78</u>
30.02A	General Contractor, 7 to 10, including self	Flat Fee	201.13	<u>211.19</u>
30.02B	Building Contractor, 7 to 10, including self	Flat Fee	201.13	<u>211.19</u>
30.02C	Residential Contractor, 7 to 10, including self	Flat Fee	201.13	<u>211.19</u>
30.02D	Electrical Contractor, 7 to 10, including self	Flat Fee	201.13	<u>211.19</u>
30.02E	Plumbing Contractor, 7 to 10, including self	Flat Fee	201.13	<u>211.19</u>
30.02F	Roofing Contractor, 7 to 10, including self	Flat Fee	201.13	<u>211.19</u>
30.02G	Flooring Contractor, 7 to 10, including self	Flat Fee	201.13	<u>211.19</u>

30.02H	HARV Contractor, described as: heating, air conditioning, refrigeration and ventilation, 7 to 10, including self	Flat Fee	201.13	<u>211.19</u>
30.02I	Specialty Contractor, described as: acoustical ceiling contractor, aluminum specialty, burglar alarm, communication and sound systems, concrete forming and placing, decorative metal demolition, dredging and landfill, drywall, fabric awnings, fence, glass and glazing, gunite, high pressure gas pipeline, insulation irrigation and sprinkler, marine, masonry-paver brick and paver brick systems, commercial paving, residential paving, plastering, prestressed precast concrete erections, reinforcing steel, residential window and door installation, roof deck, septic tank, sign contractor-electrical, sign contractor-nonelectrical, structural steel erection, swimming pool construction, swimming pool repair contractor, swimming pool plastering contractor, tennis court contractor, tile, terrazzo and marble installer, T.V. antenna and satellite dish installer, underground/overhead transmission lines and underground utilities, 7 to 10, including self	Flat Fee	201.13	<u>211.19</u>
30.03A	General Contractor, 11 to 20, including self	Flat Fee	218.79	<u>229.73</u>
30.03B	Building Contractor, 11 to 20, including self	Flat Fee	218.79	<u>229.73</u>
30.03C	Residential Contractor, 11 to 20, including self	Flat Fee	218.79	<u>229.73</u>
30.03D	Electrical Contractor, 11 to 20, including self	Flat Fee	218.79	<u>229.73</u>
30.03E	Plumbing Contractor, 11 to 20, including self	Flat Fee	218.79	<u>229.73</u>
30.03F	Roofing Contractor, 11 to 20, including self	Flat Fee	218.79	<u>229.73</u>
30.03G	Flooring Contractor, 11 to 20, including self	Flat Fee	218.79	<u>229.73</u>
30.03H	HARV Contractor, described as: heating, air conditioning, refrigeration and ventilation, 11 to 20, including self	Flat Fee	218.79	<u>229.73</u>
30.03I	Specialty Contractor, described as: acoustical ceiling contractor, aluminum specialty, burglar alarm, communication and sound systems, concrete forming and placing, decorative metal, demolition dredging and landfill, drywall, fabric awnings, fence, glass and glazing, gunite, high pressure gas pipeline, insulation, irrigation and sprinkler, marine, masonry-paver brick and paver brick systems, commercial paving, residential paving, plastering, prestressed precast concrete erections, reinforcing steel, residential window and door installation, roof deck, septic tank, sign contractor-electrical, sign contractor-nonelectrical, structural steel erection, swimming pool construction, swimming pool repair contractor, swimming pool plastering contractor, tennis court contractor, tile, terrazzo and marble installer,	Flat Fee	218.79	<u>229.73</u>

	T.V. antenna and satellite dish installer, underground/overhead transmission lines and underground utilities, 11 to 20, including self			
30.04A	General Contractor, over 20, including self	Flat Fee	282.62	<u>296.75</u>
30.04B	Building Contractor, over 20, including self	Flat Fee	282.62	<u>296.75</u>
30.04C	Residential Contractor, over 20, including self	Flat Fee	282.62	<u>296.75</u>
30.04D	Electrical Contractor, over 20, including self	Flat Fee	282.62	<u>296.75</u>
30.04E	Plumbing Contractor, over 20, including self	Flat Fee	282.62	<u>296.75</u>
30.04F	Roofing Contractor, over 20, including self	Flat Fee	282.62	<u>296.75</u>
30.04G	Flooring Contractor, over 20, including self	Flat Fee	282.62	<u>296.75</u>
30.04H	HARV Contractor, described as: heating, air conditioning, refrigeration and ventilation, over 20, including self	Flat Fee	282.62	<u>296.75</u>
30.04I	Specialty Contractor, described as: acoustical ceiling contractor, aluminum specialty, burglar alarm, communication and sound systems, concrete forming and placing, decorative metal, demolition, dredging and landfill, drywall, fabric awnings, fence, glass and glazing, gunite, high pressure gas pipeline, insulation, irrigation and sprinkler, marine, masonry-paver brick and paver brick systems, commercial paving residential paving, plastering, prestressed precast concrete erections, reinforcing steel, residential window and door installation, roof deck, septic tank, sign contractor-electrical, sign contractor-nonelectrical, structural steel erection, swimming pool construction, swimming pool repair contractor, swimming pool plastering contractor, tennis court contractor, tile, terrazzo and marble installer, T.V. antenna and satellite dish installer, underground/overhead transmission lines and underground utilities, over 20, including self	Flat Fee	282.62	<u>296.75</u>
40.01	JOBSITE PREPARATION—This includes but is not limited to:			
40.01A	Bobcat Service	Flat Fee	97.24	<u>102.10</u>
40.01B	Boom Equipment Operator	Flat Fee	97.24	<u>102.10</u>
40.01C	Crane Service	Flat Fee	97.24	<u>102.10</u>
40.01D	Excavating	Flat Fee	97.24	<u>102.10</u>
40.01E	Land Clearing and Grading	Flat Fee	97.24	<u>102.10</u>

40.01F	Soil Compaction	Flat Fee	97.24	<u>102.10</u>
40.01G	Other Jobsite Preparation Work	Flat Fee	97.24	<u>102.10</u>
	HOME OCCUPATION, individual, no employees and no storage of materials on property, as follows:			
40.01H	Bobcat Service (HOOC)	Flat Fee	97.24	<u>102.10</u>
40.01I	Boom Equipment Operator (HOOC)	Flat Fee	97.24	<u>102.10</u>
40.01J	Crane Service (HOOC)	Flat Fee	97.24	<u>102.10</u>
40.01K	Excavating (HOOC)	Flat Fee	97.24	<u>102.10</u>
40.01L	Land Clearing and Grading (HOOC)	Flat Fee	97.24	<u>102.10</u>
40.01M	Soil Compaction (HOOC)	Flat Fee	97.24	<u>102.10</u>
40.02	LANDSCAPING SERVICE—This includes but is not limited to:			
40.02A	Landscaping Installation	Flat Fee	97.24	<u>102.10</u>
40.02B	Lawn Maintenance—Permits yard and lawn maintenance including cutting, trimming, and care of grass and shrubs, ordinary and incidental transplants of shrubs and plants, and nonpower fertilization, extermination or insect eradicating. I.D. registration required for each operator	Flat Fee	85.09	<u>89.34</u>
40.02C	Lawn Maintenance with Tree Trimming Privilege (requires proof of liability insurance in amounts of \$100,000/\$300,000)	Flat Fee	109.40	<u>114.87</u>
40.02D	Plant Rental Service	Flat Fee	121.55	<u>127.63</u>
40.02E	Nursery-Sod Dealer/Installer	Flat Fee	121.55	<u>127.63</u>
40.02F	Trash Removal—Individual	Flat Fee	91.16	<u>95.72</u>
40.02G	Other Property Maintenance such as Lawn and other Property Maintenance	Flat Fee	97.24	<u>102.10</u>
40.02H	Landscaping Installation (HOOC)	Flat Fee	97.24	<u>102.10</u>
40.02I	Lawn Maintenance (HOOC)	Flat Fee	97.24	<u>102.10</u>
40.02J	Lawn Maintenance/Tree Trimming (HOOC)	Flat Fee	109.40	<u>114.87</u>
40.02K	Plant Rental Service (HOOC)	Flat Fee	97.24	<u>102.10</u>

40.02L	Trash Removal—Individual (HOOC)	Flat Fee	97.24	<u>102.10</u>
40.03	INTERIOR TRIM CARPENTER—In order to comply with city, county and state laws, persons doing business as interior trim carpenters may not hold themselves out to a contractor or a subcontractor. May not attempt or accomplish any work for which a city permit is required. May not contract nor hold themselves out as a contractor or as a subcontractor for any construction, repair, alteration, remodeling, addition, subtraction, or improvement on any building or structure. May not perform any work on or repair any electrical, gas, plumbing, mechanical or roof systems which would require a city permit. This includes but not limited to:			
40.03A	Interior Trim Carpenter	Flat Fee	109.40	<u>114.87</u>
40.03B	Carpet Installation/Cleaning	Flat Fee	97.24	<u>102.10</u>
40.03C	Carpet Cleaning/Fabric Care	Flat Fee	97.24	<u>102.10</u>
40.03D	Pressure Cleaning	Flat Fee	97.24	<u>102.10</u>
40.03E	Screen and Glass Repair	Flat Fee	109.40	<u>114.87</u>
40.03F	Septic Tank and Drain Cleaning	Flat Fee	97.24	<u>102.10</u>
40.03G	Window Treatment Installer	Flat Fee	109.40	<u>114.87</u>
40.03H	Resilient Flooring (Asphalt, tile/sheet goods/wood)	Flat Fee	109.40	<u>114.87</u>
40.03I	Cabinet Installation	Flat Fee	109.40	<u>114.87</u>
40.03J	Garage Doors—Installation/Repair	Flat Fee	109.40	<u>114.87</u>
40.03K	Gutter/Downspout Installation (Residential Only)	Flat Fee	109.40	<u>114.87</u>
40.03L	Luminous Ceilings	Flat Fee	109.40	<u>114.87</u>
40.03M	Mirror Installation	Flat Fee	109.40	<u>114.87</u>
40.03N	Paper Hanging	Flat Fee	109.40	<u>114.87</u>
40.03O	Tub and Shower Enclosures	Flat Fee	109.40	<u>114.87</u>
40.03P	Low Voltage Lighting	Flat Fee	109.40	<u>114.87</u>
40.03Q	Paneling Installation	Flat	109.40	<u>114.87</u>

		Fee		
40.03R	Shelving Installer	Flat Fee	109.40	<u>114.87</u>
40.03S	Other Residential Work of a casual or minor nature	Flat Fee	109.40	<u>114.87</u>
41.01	Interior Trim Carpenter (HOOC)	Flat Fee	109.40	<u>114.87</u>
41.02	Carpet Installation/Cleaning (HOOC)	Flat Fee	97.24	<u>102.10</u>
41.03	Carpet Cleaning/Fabric Care (HOOC)	Flat Fee	97.24	<u>102.10</u>
41.04	Pressure Cleaning (HOOC)	Flat Fee	97.24	<u>102.10</u>
41.05	Screen and Glass Repair (HOOC)	Flat Fee	109.40	<u>114.87</u>
41.06	Septic Tank and Drain Cleaning (HOOC)	Flat Fee	92.64	<u>97.24</u>
41.07	Window Treatment Installer (HOOC)	Flat Fee	109.40	<u>114.87</u>
41.08	Resilient Flooring (Asphalt, tile/sheet goods/wood) (HOOC)	Flat Fee	109.40	<u>114.87</u>
41.09	Cabinet Installation (HOOC)	Flat Fee	109.40	<u>114.87</u>
41.10	Garage Doors—Installation/Repair (HOOC)	Flat Fee	109.40	<u>114.87</u>
41.11	Gutter/Downspout Installation (Residential Only) (HOOC)	Flat Fee	109.40	<u>114.87</u>
41.12	Luminous Ceilings (HOOC)	Flat Fee	109.40	<u>114.87</u>
41.13	Mirror Installation (HOOC)	Flat Fee	109.40	<u>114.87</u>
41.14	Paper Hanging (HOOC)	Flat Fee	109.40	<u>114.87</u>
41.15	Tub and Shower Enclosures (HOOC)	Flat Fee	109.40	<u>114.87</u>
41.16	Low Voltage Lighting (HOOC)	Flat Fee	109.40	<u>114.87</u>
41.17	Paneling Installation (HOOC)	Flat Fee	109.40	<u>114.87</u>
41.18	Shelving Installer (HOOC)	Flat Fee	109.40	<u>114.87</u>
50.0 V	FACTORY OR MANUFACTURING—Every person engaged in the business of manufacturing or processing must obtain a license			

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	under this section. Does not include manufacturing of Alcoholic Beverages.			
50.01A	Factory not exceeding 2 employees	Flat Fee	42.55	<u>44.68</u>
50.01B	Factory not exceeding 4 employees	Flat Fee	72.93	<u>76.58</u>
50.01C	Factory not exceeding 6 employees	Flat Fee	139.79	<u>146.78</u>
50.01D	Factory more than 6 and not exceeding 10 employees	Flat Fee	206.64	<u>216.97</u>
50.01E	Factory more than 10 and not exceeding 20 employees	Flat Fee	255.27	<u>268.03</u>
50.01F	Factory more than 20 employees	Flat Fee	303.88	<u>319.07</u>
50.01G	Fee per Truck	Flat Fee	30.39	<u>31.91</u>
	This includes but is not limited to:			
	Agricultural production—Crops Agricultural production—Livestock and animal specialties			
	Apparel and other finished products made from fabrics and similar materials			
	Chemicals and allied products			
	Electronic and other electrical equipment made from components, except computer equipment			
	Fabricated metal product, except machinery and transportation equipment			
	Fishing, hunting and trapping			
	Food or kindred products, such as bakery, etc.			
	Forestry			
	Furniture and fixtures			
	Industrial and commercial machinery and computer equipment			
	Leather and leather products			
	Lumber and wood products, except furniture			
	Measuring, analyzing and controlling instruments, photographic			
	Medical and optical goods, watches and clocks			
	Metal or coal mining			
	Mining or quarrying of non-metallic mineral, except fuel			
	Oil or gas extraction			
	Paper and allied products			

	Petroleum refining and related industries			
	Printing, publishing and allied industries			
	Primary metal industries			
	Rubber and miscellaneous plastic products			
	Stone, clay, glass and concrete products			
	Textile mill products			
	Tobacco products			
	Miscellaneous manufacturing industries			
60.0 VI	HOTELS, MOTELS, APARTMENTS, ETC.			
60.0A	Group Home Type I	Flat Fee	60.78	<u>63.82</u>
60.0B	Group Home Type II	Flat Fee	182.33	<u>191.45</u>
60.0C	Group Home Type III	Flat Fee	303.88	<u>319.07</u>
60.0D	Group Home Type IV	Flat Fee	425.43	<u>446.70</u>
60.01A	Hotel 2 to 4 sleeping rooms	Flat Fee	30.39	<u>31.91</u>
60.01B	Hotel 5 to 9 sleeping rooms	Flat Fee	36.48	<u>38.30</u>
60.01C	Hotel 10 to 20 sleeping rooms	Flat Fee	48.63	<u>51.06</u>
60.01D	Hotel over 21 sleeping rooms	Base Fee	48.63	<u>51.06</u>
	Each additional sleeping room		2.44	<u>2.56</u>
60.02A	Motel 2 to 4 sleeping rooms	Flat Fee	28.94	<u>30.39</u>
60.02B	Motel 5 to 9 sleeping rooms	Flat Fee	36.48	<u>38.30</u>
60.02C	Motel 10 to 20 sleeping rooms	Flat Fee	48.63	<u>51.06</u>
60.02D	Motel over 21 sleeping rooms	Base Fee	48.63	<u>51.06</u>
	Each additional sleeping room		2.44	<u>2.56</u>
60.02E	Bed & Breakfast Inn	Base Fee	28.94	<u>30.39</u>
	Each Room		2.44	<u>2.56</u>
60.03A	Apartments 2 to 4 units	Flat Fee	28.94	<u>30.39</u>

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60.03B	Apartments 5 to 9 units	Flat Fee	36.48	<u>38.30</u>
60.03C	Apartments 10 to 20 units	Flat Fee	48.63	<u>51.06</u>
60.03D	Apartments over 21 units	Base Fee	48.63	<u>51.06</u>
	Each additional unit over 21		2.44	<u>2.56</u>
60.04A	Single-family House	Flat Fee	36.48	<u>38.30</u>
60.04B	Efficiency or 1 bedroom apartment (not condo)	Flat Fee	24.34	<u>25.53</u>
60.05A	Condominium	Flat Fee	34.03	<u>35.73</u>
60.06	Reserved			
60.07A	Mobile Home Parks	Base Fee	42.55	<u>44.68</u>
	Each Space		3.34	<u>3.51</u>
60.07B	Mobile Home Rental	Flat Fee	34.03	<u>35.73</u>
70.0 VII	MERCHANTS, RETAIL AND WHOLESAL—Retail sale or sale at retail means any sale to a customer or to any person for any purpose other than for resale in the form of tangible personal property; provided that no sale shall be construed to be a "Retail Sale" where goods, wares or merchandise are sold in wholesale quantities at wholesale prices by licensed wholesale dealers under standing orders or through outside salesmen as distinguished from sales of small packages at retail prices, or to a sale in wholesale quantities and at wholesale prices to any governmental institution, subdivision or agency.			
	Retailer includes every person engaged in the business of making sales at retail.			
	Merchants, Retail, provided licensed, shall permit one location, when the average value of the stock of goods carried is as follows:			
70.01	Retail Stock not exceeding \$1,000	Flat Fee	32.82	<u>34.46</u>
	Each addition \$1,000 or fraction thereof		3.34	<u>3.51</u>
70.02	MERCHANT, WHOLESAL—Defined as one who buys from a broker or manufacturer and sells to retail merchants either direct from stock or through the manufacture or producer direct to the retail merchant, having inventory as follows:			
70.02A	Inventory not exceeding \$5,000	Flat Fee	121.55	<u>127.63</u>
70.02B	Inventory more than \$5,000, not exceeding \$10,000	Flat Fee	218.79	<u>229.73</u>

70.02C	Inventory more than \$10,000, not exceeding \$25,000	Flat Fee	237.02	<u>248.87</u>
70.02D	Inventory more than \$25,000, not exceeding \$50,000	Flat Fee	303.88	<u>319.07</u>
70.02E	Inventory more than \$50,000, not exceeding \$100,000	Flat Fee	425.43	<u>446.70</u>
70.02F	Inventory more than \$100,000	Flat Fee	546.99	<u>574.34</u>
70.03	Manufacturer Agent or Broker	Flat Fee	139.79	<u>146.78</u>
	Where retail merchant or wholesale merchant also carries on repair work an additional license is required as shown elsewhere in this chapter.			
70.04	USED MERCHANDISE STORES, such as but not limited to:			
70.04A	Antique Store	Flat Fee	182.33	<u>191.45</u>
70.04B	Antique Mall	Flat Fee	243.11	<u>255.27</u>
70.04C	Antique Dealer—Each location in an antique mall	Flat Fee	30.39	<u>31.91</u>
70.04D	Gold, New and Used	Flat Fee	97.24	<u>102.10</u>
70.04E	Pawn Shop	Flat Fee	303.88	<u>319.07</u>
70.04F	Secondhand Goods (appliance, furniture, etc.)	Flat Fee	121.55	<u>127.63</u>
70.04G	Thrift Store (clothing, etc.)	Flat Fee	121.55	<u>127.63</u>
70.04H	Consignment Shop	Flat Fee	121.55	<u>127.63</u>
70.04I	Multiple Vendor Mall	Base Fee	243.11	<u>255.27</u>
70.04J	Each Vendor in Multiple Vendor Mall		30.39	<u>31.91</u>
70.05	AUTOMOTIVE, BOAT AND MOTORCYCLE SALES—such as but not limited to:			
70.05A	Auto Dealer new not exceeding 2 persons	Flat Fee	60.78	<u>63.82</u>
70.05B	Auto Dealer new not exceeding 4 persons	Flat Fee	91.16	<u>95.72</u>
70.05C	Auto Dealer new not exceeding 6 persons	Flat Fee	121.55	<u>127.63</u>
70.05D	Auto Dealer new not exceeding 10 persons	Flat Fee	243.11	<u>255.27</u>

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70.05E	Auto Dealer new more than 10 persons	Flat Fee	334.27	<u>350.98</u>
70.06A	Auto Dealer used 1–15 vehicles	Flat Fee	212.72	<u>223.36</u>
70.06B	Auto Dealer used 16–20 vehicles	Flat Fee	303.88	<u>319.07</u>
70.06C	Auto Dealer used over 20 vehicles	Flat Fee	334.27	<u>350.98</u>
70.07	BOAT SALES:			
70.07A	Boat Dealer	Up to 20 crafts	425.43	<u>446.70</u>
70.07B	Boat Dealer	Over 20 crafts	546.99	<u>574.34</u>
70.08	MOTORCYCLE SALES:			
70.08	Motorcycle Dealer	Flat Fee	121.55	<u>127.63</u>
70.09	Trailer/Recreational Vehicle Sales (New and Used)	Flat Fee	97.24	<u>102.10</u>
80.0 VIII	PROFESSIONALS—Each person engaged in the business as, but not limited to: Doctor, Lawyer, Engineer, etc. Required or other state license required.	Flat Fee	151.94	<u>159.54</u>
	Accountant, Certified Public			
	Acupuncturist			
	Asbestos Consultant			
	Attorney			
	Chiropractor			
	Clinical Social Worker			
	Cosmetologist			
	Dentist			
	Embalmer			
	Engineer, Professional			
	Forester			
	Funeral Director			
	Geologist, Professional			
	Hearing Aid Specialist			
	Interior Designer			
	Land Surveyor			
	Landscape Architect			

	Marriage and Family Therapist			
	Masseur/Masseuse/Massage Therapist			
	Mental Health Counselor			
	Nursing Home Administrator			
	Optician/Optomtrist			
	Physical Therapist			
	Physician			
	Pilot			
	Podiatrist			
	Property Appraiser			
	Psychiatrist			
	Psychologist			
	Real Estate Broker			
	Real Estate Agent (must work under a broker to be exempt)			
	Respiratory Therapist (must work under a physician to be exempt)			
	Speech-Language Pathologist/Audiologist			
	Veterinarian			
	Exempt—Exemptions specified in the statutes are those professions subject to work for or under the supervision of an employer, but are limited to: Barber Assistant, Dental Hygienist, Dental Radiographer, Embalmer Apprentice/Intern, Nurse, Osteopathic Physician Assistant, Physical Therapist Assistant, Respiratory Therapist.			
80.01	PROFESSIONALS-HOME OCCUPATION. Each person engaged in the business as, but not limited to: Doctor, Lawyer, Engineer, etc. Required or other state license required.	Flat Fee	151.94	<u>159.54</u>
	Accountant, Certified Public			
	Acupuncturist			
	Asbestos Consultant			
	Attorney			
	Chiropractor			
	Clinical Social Worker			
	Cosmetologist			
	Dentist			
	Embalmer			
	Engineer, Professional			

	Forester			
	Funeral Director			
	Geologist, Professional			
	Hearing Aid Specialist			
	Interior Designer			
	Land Surveyor			
	Landscape Architect			
	Marriage and Family Therapist			
	Masseur/Masseuse/Massage Therapist			
	Mental Health Counselor			
	Nursing Home Administrator			
	Optician/Optomtrist			
	Physical Therapist			
	Physician			
	Pilot			
	Podiatrist			
	Property Appraiser			
	Psychiatrist			
	Psychologist			
	Real Estate Broker			
	Real Estate Agent (must work under a broker to be exempt)			
	Respiratory Therapist (must work under a physician to be exempt)			
	Speech-Language Pathologist/Audiologist			
	Veterinarian			
90.0 IX	PUBLIC SERVICE—Every person engaged in any business as owner, agent or otherwise performs some service for the public in return for a consideration and where no part of such service consists of sale of merchandise or other tangible property.			
90.A				
90.A01	Baby Sitting Agency/Service	Flat Fee	30.39	<u>31.91</u>
90.A02	Barber Shop	Flat Fee	30.39	<u>31.91</u>
	Each Station		13.38	<u>14.05</u>
90.A03	Beauty Parlor/Shop/Salon	Base Fee	30.39	<u>31.91</u>

	Each Station		13.38	<u>14.05</u>
90.A04	Income Tax Service	Flat Fee	182.33	<u>191.45</u>
90.A05	Boat or Shoe Repair, Handiworkers only	Flat Fee	30.39	<u>31.91</u>
90.A06	Butler or Maid	Flat Fee	60.78	<u>63.82</u>
90.A07	Clairvoyant, Fortune Teller, or Palmist, subject to the approval by commission (Must exhibit state and county business license) Classification covers fortune teller, palmist, clairvoyant, phrenologist, spiritualist, crystal gazer, seers, character reader, spirit medium, absent treatment healer, mental healer, numerologist, medium in tea leaf reading, and every person engaged in any occupation of similar nature. Exemptions covering veterans, disabled persons, widow, aged persons do not apply to this section.	Flat Fee	1033.18	<u>1084.84</u>
90.A08	Day Care 1 to 15 children	Flat Fee	48.63	<u>51.06</u>
90.A09	Day Care 16 to 30 children	Flat Fee	72.93	<u>76.58</u>
90.A10	Day Care 31 to 50 children	Flat Fee	97.24	<u>102.10</u>
90.A11	Day Care over 50 children	Flat Fee	139.79	<u>146.78</u>
90.A12	Dry Cleaning or Pressing	Flat Fee	97.24	<u>102.10</u>
90.A13	Electrolysis	Flat Fee	97.24	<u>102.10</u>
90.A14	Escort Agency	Flat Fee	72.93	<u>76.58</u>
90.A15	Hypnotist	Flat Fee	121.55	<u>127.63</u>
90.A16	Laundry Pick-Up Station	Flat Fee	30.39	<u>31.91</u>
90.A17	Laundry Self Service	Base Fee	75.98	<u>79.78</u>
		Each machine	2.44	<u>2.56</u>
90.A18	Manicurist	Flat Fee	30.39	<u>31.91</u>
90.A19	Pharmacy	Flat Fee	121.55	<u>127.63</u>
90.A20	Tailor, Alterations, Seamstress	Flat Fee	30.39	<u>31.91</u>

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90.A21	Tuxedo or Gown Rental	Flat Fee	97.24	<u>102.10</u>
90.A22	Radio Broadcasting Station	Flat Fee	182.33	<u>191.45</u>
90.A23	Tattoo Parlor	Flat Fee	759.70	<u>797.69</u>
90.A24	Telegraph Company	Flat Fee	434.11	<u>455.82</u>
90.B	BUSINESS SERVICE(S)			
90.B01	Abstract Company (If company furnished title insurance, additional title insurance license required)	Flat Fee	97.24	<u>102.10</u>
90.B02	Advertising Agency	Flat Fee	97.24	<u>102.10</u>
90.B03	Advertising (door to door)	Each Person	121.55	<u>127.63</u>
90.B04	Advertising on Motor Vehicles	Base Fee	121.55	<u>127.63</u>
	Plus for each square foot of signage		0.04	<u>0.04</u>
90.B05	Advice Bureau (no securities or other commodities may be bought or sold in connection with this service)	Flat Fee	91.15	<u>95.71</u>
90.B06	Aerial Photo Service	Flat Fee	121.55	<u>127.63</u>
90.B07	Ambulance Service	Flat Fee	121.55	<u>127.63</u>
90.B08	Animal Grooming Service	Flat Fee	97.24	<u>102.10</u>
90.B09	Animal Hospital/Clinic	Flat Fee	139.79	<u>146.78</u>
90.B10	Answering Service	Flat Fee	121.55	<u>127.63</u>
90.B11	Armored Car Service	Flat Fee	121.55	<u>127.63</u>
90.B12	Auctioneer—in City Limits	Flat Fee	255.27	<u>268.03</u>
90.B13	Auction House	Flat Fee	486.20	<u>510.51</u>
90.B14	Automobile Cleaning/Polishing	Flat Fee	30.39	<u>31.91</u>
90.B15	Automobile Towing/Recovery Service	Per Tow Truck	121.55	<u>127.63</u>
90.B16	Automobile For Hire (taxi, limo, handicab)	Per Car	139.79	<u>146.78</u>
90.B17	Automobile For Hire	Flat	121.55	<u>127.63</u>

	Dispatch/Office in City	Fee		
90.B18	Vehicle for Rent (Auto—Truck—RV)	Flat Fee	70.51	<u>74.04</u>
	Each Vehicle		20.18	<u>21.19</u>
90.B19	Bank	Flat Fee	334.27	<u>350.98</u>
90.B20	Printing/Blueprinting, etc.	Flat Fee	72.93	<u>76.58</u>
90.B21	Boat Yard, Covers Boat or Yacht Repair, Boat Overhauling or Building	Each Space	121.55	<u>127.63</u>
90.B22	Bond Brokers or Dealers in State, County and Municipal Bonds and Advisory Service	Flat Fee	243.11	<u>255.27</u>
90.B23	Booking Agency (Entertainment, Music, Shows, etc.)	Flat Fee	170.17	<u>178.68</u>
90.B24	Bottled Gas Dealer	Flat Fee	97.24	<u>102.10</u>
90.B25	Broadcasting Studio (Wire Music)	Flat Fee	85.09	<u>89.34</u>
90.B26	Brokers in Options or Futures (stocks, commodities) negotiating for between companies and individuals, but not actually lending the money	Flat Fee	510.51	<u>536.04</u>
90.B27	Broker, Mortgage or Loan, Advertising, making or negotiating for between companies and individuals, but not actually lending the money	Flat Fee	133.71	<u>140.40</u>
90.B28	Business Office-General	Flat Fee	91.16	<u>95.72</u>
90.B29	Caterer	Flat Fee	97.24	<u>102.10</u>
90.B30	Citrus Fruit Shipper	Flat Fee	97.24	<u>102.10</u>
90.B31	Collection Agency	Flat Fee	121.55	<u>127.63</u>
90.B32	Car Wash	Flat Fee	121.55	<u>127.63</u>
90.B33	Commercial Freight and Passenger Agency	Flat Fee	85.09	<u>89.34</u>
90.B34	Court Reporting Agency	Flat Fee	121.55	<u>127.63</u>
90.B35	Credit Bureau	Flat Fee	72.93	<u>76.58</u>
90.B36	Dental Laboratory	Flat Fee	151.94	<u>159.54</u>
90.B37	Discount Corporation, where paper is bought on refrigerators,	Flat	243.11	<u>255.27</u>

	cars, stoves, washing machines, etc., and does not cover personal or small loans where interest is charged	Fee		
90.B38	Employment Agency	Flat Fee	121.55	<u>127.63</u>
90.B39	Express Company	Flat Fee	121.55	<u>127.63</u>
90.B40	Exterminating Company, in City	Flat Fee	97.24	<u>102.10</u>
90.B41	Gas Station, this permits tire repairing, washing and greasing	Flat Fee	121.55	<u>127.63</u>
90.B42	Film Developing/Photo Finishing, etc.	Flat Fee	121.55	<u>127.63</u>
90.B43	Fire Extinguisher Service	Flat Fee	121.55	<u>127.63</u>
90.B44	Fire Arms, where connected or not connected with other business, this does not include sale of fireworks	Flat Fee	303.88	<u>319.07</u>
90.B45	Reserved			
90.B46	Fruit Juice Stand connected with other business	Flat Fee	30.39	<u>31.91</u>
90.B47	Funeral Home Director	Flat Fee	273.48	<u>287.15</u>
90.B48	Crematory	Flat Fee	273.48	<u>287.15</u>
90.B49	Garbage and Trash Hauling	Flat Fee	243.11	<u>255.27</u>
90.B50	Gas Companies, Illumination and Cooking	Flat Fee	510.54	<u>536.04</u>
90.B51	Gasoline, Wholesale	Flat Fee	243.11	<u>255.27</u>
90.B52	Hospitals and Private Institution	Flat Fee	455.74	<u>478.50</u>
90.B53	Import/Export Business	Flat Fee	109.40	<u>114.87</u>
90.B54	Investment Securities Consultant Service	Flat Fee	182.33	<u>191.45</u>
90.B55	Janitorial or General Cleaning Service	Base Fee	72.93	<u>76.58</u>
	Each additional vehicle		30.39	<u>31.91</u>
90.B56	Kennels (Animals)	Flat Fee	121.55	<u>127.63</u>
90.B57	Land Development Management Office	Flat Fee	121.55	<u>127.63</u>
90.B58	Locksmith or Key Maker	Flat Fee	97.24	<u>102.10</u>

90.B59	Loan Company (small or personal) for short term at interest, licensed by state as small loan business	Flat Fee	255.27	<u>268.03</u>
90.B60	Mail Box Center	Flat Fee	97.24	<u>102.10</u>
90.B61	Marina, Dockage	Base Fee	121.55	<u>127.63</u>
		Per slip	2.32	<u>2.44</u>
90.B62	Martial Arts	Flat Fee	121.55	<u>127.63</u>
90.B63	Medical Laboratory	Flat Fee	151.94	<u>159.54</u>
90.B64	Meeting Hall	Flat Fee	182.33	<u>191.45</u>
90.B65	Messenger or Courier Service	Flat Fee	97.24	<u>102.10</u>
90.B66	Microfilming	Flat Fee	121.55	<u>127.63</u>
90.B67	Model Agency	Flat Fee	121.55	<u>127.63</u>
90.B68	Moving Company	Base Fee	60.78	<u>63.82</u>
		Per truck	24.31	<u>25.53</u>
90.B69	Old Coin and Stamp Dealer	Flat Fee	97.24	<u>102.10</u>
90.B70	Pay Parking or Garage Storage (1-25 spaces)	Flat Fee	30.39	<u>31.91</u>
90.B71	Pay Parking or Garage Storage (26-50 spaces)	Flat Fee	45.59	<u>47.87</u>
90.B72	Pay Parking or Garage Storage (51-100 spaces)	Flat Fee	91.16	<u>95.72</u>
90.B73	Pay Parking or Garage Storage (Over 100 spaces)	Flat Fee	151.95	<u>159.55</u>
90.B74	Public Address System, Rental/Install	Per Truck	97.24	<u>102.10</u>
90.B75	Public Relations Counsel	Flat Fee	121.55	<u>127.63</u>
90.B76	Rental Service Establishment, such as, but not limited to customers, baby furniture, lawn mowers, paint sprayers, vacuums, etc.	Flat Fee	97.24	<u>102.10</u>
90.B77	Savings and Loan Association	Flat Fee	303.88	<u>319.07</u>

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90.B78	Sign Painter Individual	Flat Fee	72.93	<u>76.58</u>
90.B79	Stenographer	Flat Fee	30.39	<u>31.91</u>
90.B80	Telephone/Secretarial	Flat Fee	60.78	<u>63.82</u>
90.B81	Title Insurance Agency	Flat Fee	243.11	<u>255.27</u>
90.B82	Reserved			
90.B83	Travel Agency	Flat Fee	72.93	<u>76.58</u>
90.B84	U-Haul or Ryder Truck/Trailer Rental	Flat Fee	70.54	<u>74.04</u>
		Each vehicle	20.18	<u>21.19</u>
90.B85	Watchmen, Security and Patrol Service	Each	151.95	<u>159.55</u>
90.B86	Water Company	Flat Fee	92.64	<u>97.24</u>
90.B87	Water Softener Service	Flat Fee	115.76	<u>121.55</u>
90.B88	Yacht Broker	Flat Fee	115.76	<u>121.55</u>
90.B89	Warehouse Storage, General Storage up to 5,000 sq. ft. of space	Base Fee	72.93	<u>76.58</u>
	Plus for each 5,000 sq. ft. of space		13.38	<u>14.05</u>
90.B90	Railroad Company	Flat Fee	255.27	<u>268.03</u>
90.B91	Telephone Company	Flat Fee	510.51	<u>536.04</u>
90.B92	Inter-City Bus Station	Flat Fee	182.33	<u>191.45</u>
90.B93	Ice Manufacturer	Flat Fee	121.55	<u>127.63</u>
90.B94	Storage, Cold and Food Lockers	Flat Fee	182.33	<u>191.45</u>
90.B95	Check Cashing Service	Flat Fee	182.33	<u>191.45</u>
90.C	SERVICE FROM VEHICLE—Includes any business using vehicles to perform services in homes and businesses and not otherwise specifically classified in the license schedule.			
90.C01	Auto Detailing Company	Per Vehicle	30.39	<u>31.91</u>

90.C02	Auto Glass Installation	Per Vehicle	97.24	<u>102.10</u>
90.C03	Bakery, Retail Route	Per Vehicle	36.46	<u>38.28</u>
90.C04	Concrete Pumping	Per Vehicle	145.87	<u>153.16</u>
90.C05	Dairy, Retail Route Per Truck	Per Vehicle	72.93	<u>76.58</u>
90.C06	Diaper Service	Per Vehicle	85.09	<u>89.34</u>
90.C07	Knife, Scissors and Tool Sharpener	Per Vehicle	60.78	<u>63.82</u>
90.C08	Linen, Towel and Uniform Rental Service	Per Vehicle	97.24	<u>102.10</u>
90.C09	Grease and Oil Salvage Collection	Per Vehicle	85.09	<u>89.34</u>
90.C10	Mobile Appliance Repair Each Vehicle	Per Vehicle	97.24	<u>102.10</u>
90.C11	Miscellaneous Mobile	Per Vehicle	97.24	<u>102.10</u>
90.C12	Mobile Auto Repair	Per Vehicle	97.24	<u>102.10</u>
90.C13	Mobile Electronics Repair	Per Vehicle	97.24	<u>102.10</u>
90.C14	Mobile Marine Mechanic	Per Vehicle	97.24	<u>102.10</u>
90.C15	Motorcycle Escort Agency	Per Vehicle	72.93	<u>76.58</u>
90.C16	Parking Lot Sweeping	Per Vehicle	97.24	<u>102.10</u>
90.C17	Playground Equipment Installer	Per Vehicle	97.24	<u>102.10</u>

		e		
90.C18	Food or Ice Cream Vendor, Mobile	Per Vehicle	72.93	<u>76.58</u>
90.C19	Window Tinting Mobile	Per Vehicle	97.24	<u>102.10</u>
90.C20	Mobile Auto Detailing (HOOC)	Per Vehicle	97.24	<u>102.10</u>
90.C21	Mobile Glass Install (HOOC)	Per Vehicle	97.24	<u>102.10</u>
90.C22	Mobile Appliance Repair (HOOC)	Per Vehicle	97.24	<u>102.10</u>
90.C23	Mobile Auto Repair (HOOC)	Per Vehicle	97.24	<u>102.10</u>
90.C24	Mobile Electronic Repair (HOOC)	Per Vehicle	97.24	<u>102.10</u>
90.C25	Mobile Marine Mechanic (HOOC)	Per Vehicle	97.24	<u>102.10</u>
90.C26	Mobile Food/Ice Cream Vendor (HOOC)	Per Vehicle	97.24	<u>102.10</u>
90.C27	Mobile Window Tinting (HOOC)	Per Vehicle	97.24	<u>102.10</u>
90.C28	Miscellaneous Mobile Repair (HOOC)	Per Vehicle	97.24	<u>102.10</u>
90.C29	Mobile Janitorial/General Cleaning (HOOC)	Per Vehicle	97.24	<u>102.10</u>
90.D	SCHOOLS—Based on the number of students			
	Schools, such as, but not limited to:			
	Auto Driving School			
	Business College for Profit			
	Conservatory of Music (Retail merchant license required if selling any instruments, equipment, etc.) Dog Trainer or Obedience School			
	Dramatic School			

	Modeling School or Booking Agency			
	Instructions, Incidental to Another Business			
	School of Instruction (for artisan, workers, etc.)			
90.D01	Schools, Private (1–15 students)	Flat Fee	48.63	<u>51.06</u>
90.D02	Schools, Private (16–30 students)	Flat Fee	72.93	<u>76.58</u>
90.D03	Schools, Private (31–50 students)	Flat Fee	97.24	<u>102.10</u>
90.D03	Schools, Private (over 50 students)	Flat Fee	139.79	<u>146.78</u>
90.E	PROFESSIONAL			
	Professional service, no DPR required, such as, but not limited to:			
90.E01	Accountant or Bookkeeper, not CPA	Flat Fee	109.40	<u>114.87</u>
90.E02	Appraiser (including real property, personal or intangible, diamonds, jewels, motor vehicles, boats, etc.)	Flat Fee	85.09	<u>89.34</u>
90.E03	Artist, Professional	Flat Fee	85.09	<u>89.34</u>
90.E04	Consultant, Management, Condo	Flat Fee	109.40	<u>114.87</u>
90.E05	Dancing Studio	Flat Fee	121.55	<u>127.63</u>
90.E06	Insurance Agency (includes one agent)	Flat Fee	97.24	<u>102.10</u>
90.E07	Insurance Agent	Flat Fee	30.39	<u>31.91</u>
90.E08	Insurance Adjuster	Flat Fee	85.09	<u>89.34</u>
90.E09	Insurance Company	Flat Fee	97.24	<u>102.10</u>
90.E10	Interior Decorator or Designer	Flat Fee	97.24	<u>102.10</u>
90.E11	Language Translator	Flat Fee	109.40	<u>114.87</u>
90.E12	Photographer	Flat Fee	72.93	<u>76.58</u>
90.E13	Sculptor	Flat Fee	72.93	<u>76.58</u>
91.A	AUTO REPAIR			
91.A01	Auto Repair General or Minor (1-2 persons)	Flat	42.55	<u>44.68</u>

		Fee		
91.A02	Auto Repair General or Minor (3-4 persons)	Flat Fee	72.93	<u>76.58</u>
91.A03	Auto Repair General or Minor (5-6 persons)	Flat Fee	97.24	<u>102.10</u>
91.A04	Auto Repair General or Minor (7-10 persons)	Flat Fee	194.48	<u>204.20</u>
91.A05	Auto Repair General or Minor (11-20 persons)	Flat Fee	243.11	<u>255.27</u>
91.A06	Auto Repair General or Minor (Over 20 persons)	Flat Fee	334.26	<u>350.97</u>
91.B01	Auto Repair Major (1–2 persons)	Flat Fee	42.55	<u>44.68</u>
91.B02	Auto Repair Major (3–4 persons)	Flat Fee	72.93	<u>76.58</u>
91.B03	Auto Repair Major (5–6 persons)	Flat Fee	97.24	<u>102.10</u>
91.B04	Auto Repair Major (7–10 persons)	Flat Fee	194.48	<u>204.20</u>
91.B05	Auto Repair Major (11–20 persons)	Flat Fee	243.11	<u>255.27</u>
91.B06	Auto Repair Major (over 20 persons)	Flat Fee	334.26	<u>350.97</u>
92.0 XII	RESTAURANTS			
92.01	Restaurants—or any business serving food for consumption on premises. This includes, but not limited to:	Base Fee	30.39	<u>31.91</u>
	Cafes, Cafeterias, Dining Rooms, Tea Rooms, etc. This does not include the sale of tobacco, candy, etc.	Each Seat	1.59	<u>1.67</u>
92.02	Food Take out—No Seating	Flat Fee	97.24	<u>102.10</u>
92.03	Prepared Food Delivery Service—prepared at established food service facility and delivered to home or office	Flat Fee	91.15	<u>95.71</u>
92.04A	Bar with Food 1–30 seats	Flat Fee	182.33	<u>191.45</u>
92.04B	Bar with Food over 30 seats	Flat Fee	243.11	<u>255.27</u>
92.05	Coffee Shop	Flat Fee	91.15	<u>95.71</u>
92.06	Ice Cream Parlor	Flat Fee	30.39	<u>31.91</u>
92.07	Sidewalk Cafe Permit	Flat Fee	121.55	<u>127.63</u>
93.0	SOLICITORS AND VENDORS/PEDDLERS			

93.01	Mail Order	Flat Fee	97.24	<u>102.10</u>
93.02	Open Air Establishments—Seasonal	Flat Fee	30.39	<u>31.91</u>
93.03A	Peddlers or Dealers in Dry Goods/Misc.	Flat Fee	206.64	<u>216.97</u>
93.03B	Peddler or Dealer in Produce	Flat Fee	60.78	<u>63.82</u>
93.03C	Peddler or Dealer (Groceries, Fish, etc.)	Flat Fee	206.64	<u>216.97</u>
93.03D	Peddler or Dealer at Green Market	Flat Fee	60.78	<u>63.82</u>
93.03E	Peddler or Dealer at Flea Market	Flat Fee	60.78	<u>63.82</u>
93.04	Solicitor Door to Door	Flat Fee	121.55	<u>127.63</u>
93.05	Telephone Solicitation	Base Fee	279.57	<u>293.55</u>
	Plus for each closer		48.63	<u>51.06</u>
93.06	Demonstrator Home/Hostess Party	Flat Fee	30.39	<u>31.91</u>
93.07	Frankfurters, Hot Dogs and Cold Drinks	Per Cart	243.11	<u>255.27</u>
94.0	Home Occupation	Flat Fee	97.24	<u>102.10</u>
95.A	Charitable Organization	No Fee	0.00	<u>0.00</u>
95.B	Disabled Veteran up to \$50.00 is exempt	No Fee	0.00	<u>0.00</u>
95.C	Disabled Veteran over \$50.00	Difference	0.00	<u>0.00</u>
95.D	Farm	No Fee	0.00	<u>0.00</u>
95.E	Wholesale Farmers' Produce Market	Flat Fee	182.33	<u>191.45</u>
95.F	Disabled, Aged, Widow with Dependents	No Fee	0.00	<u>0.00</u>
96.0 XIV	MISCELLANEOUS			
96.00	Miscellaneous	Flat Fee	97.24	<u>102.10</u>
97.00	Business Regulation Certificate	Flat Fee	No fee	<u>No fee</u>

98.00	BRC with Countywide/Contractor	Flat Fee	No fee	<u>No fee</u>
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Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 6. Effective Date. This ordinance shall take effect ten (10) days after adoption.

The passage of this Ordinance on first reading 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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 14th day of July 2015.

The passage of this Ordinance on second reading 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 Ordinance duly passed and enacted on the 18th day of August 2015.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2015-07 - First Reading - Interlocal Service Area Boundary Agreement with the County and schedule the public hearing date for August 18, 2015

SUMMARY:

The Ordinance authorizes execution of an Interlocal Service Area Boundary Agreement with the County to facilitate the provisions of services and future annexations in the City. The Agreement will lead to Comprehensive Plan amendments for both the County and City.

BACKGROUND AND JUSTIFICATION:

On December 3, 2013, the city approved Resolution No. 69-2013, the first step toward coordinating with Palm Beach County to establish a study, which serves as a means to coordinate future land use, public facilities and services in advance of orderly annexations. This study is the basis of the Interlocal Agreement and establishes an annexation area, which will facilitate individual parcels being annexed into the City. Once the Agreement is in place, individual County parcel owners will be able to apply for appropriate land use and zoning changes and be annexed into the City on an individual basis. The entire process includes amendments to both the City and County's Comprehensive Plans and appropriate notice to affected and adjacent property owners. Numerous public hearings at both the City and County levels will be required. The process will take roughly eighteen (18) months to two (2) years to complete. As part of the process, the City has conducted two community public meetings since the approval of the Resolution, specifically held on March 27, 2014 and on June 11, 2015. In addition, once the Interlocal Agreement is in place, the formal process to amend the City's Comprehensive Plan will entail hearings before the Planning & Zoning Board and the Historic Resources Preservation Board as well as two (2) hearings before the City Commission.

The benefits of an Interlocal Service Area Boundary Agreement are many but foremost is the ability for owners of individual parcels in the area to be annexed into the City from the County on an individual basis without the issues of creating enclaves or service area disruptions. Several cities in Palm Beach County already have agreements in place including the Village of Palm Springs.

MOTION:

I move to approve/not approve Ordinance No. 2015-07 and scheduling the public hearing date for August 18, 2015.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Interlocal Service Boundary Agreement Study Report
Ordinance



CITY OF LAKE WORTH

Lake Worth Park of Commerce Interlocal Service Boundary Agreement (ISBA)

June 29, 2015



TABLE OF CONTENT

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City of Lake Worth ISBA Process

Regulatory Framework

Description of Proposed ISBA Area

Public Facilities and Services

Public Services

Water and Sewer Utility Services

Electric Utility Services

Community Sustainability Services

Leisure Services

Public Safety Services

Law Enforcement

Fire Rescue

ISBA Maps

Attachments

Proposed Interlocal Service Boundary Agreement (ISBA)

Public Meeting Presentation (6.11.2015)

Resolution 69-2013

Resolution R-2014-0192

Data Provided by City's Departments

Palm Beach County ISBA Process

Chapter 171, Part II, Florida Statutes (F.S.)



EXECUTVE SUMMARY

The City of Lake Worth initiated the process to adopt an Interlocal Service Boundary Agreement (ISBA) with Palm Beach County. Chapter 171, Part II, Florida Statutes (F.S.) established the ISBA process as a flexible, joint planning option for counties and municipalities to cooperatively adjust municipal boundaries while planning for service delivery and land use changes.

This report presents an overview of the subject area through data collection and analysis. The purpose is to complete a base assessment of the existing conditions and identify preliminary issues through the collection of maps and data for the area identified.

The report focuses on current Level of Services provided by the City of Lake Worth and the impact that the ISBA and future annexations will have in terms of capital resources and staffing. This information was gathered through in-person meetings, and detailed follow-ups including e-mails and teleconferences to confirm initial data. The following City departments were contacted:

- Public Services
- Water and Sewer Utility Services
- Electric Utility Services
- Community Sustainability Services
- Leisure Services
- Public Safety Services
 - Law Enforcement
 - Fire Rescue

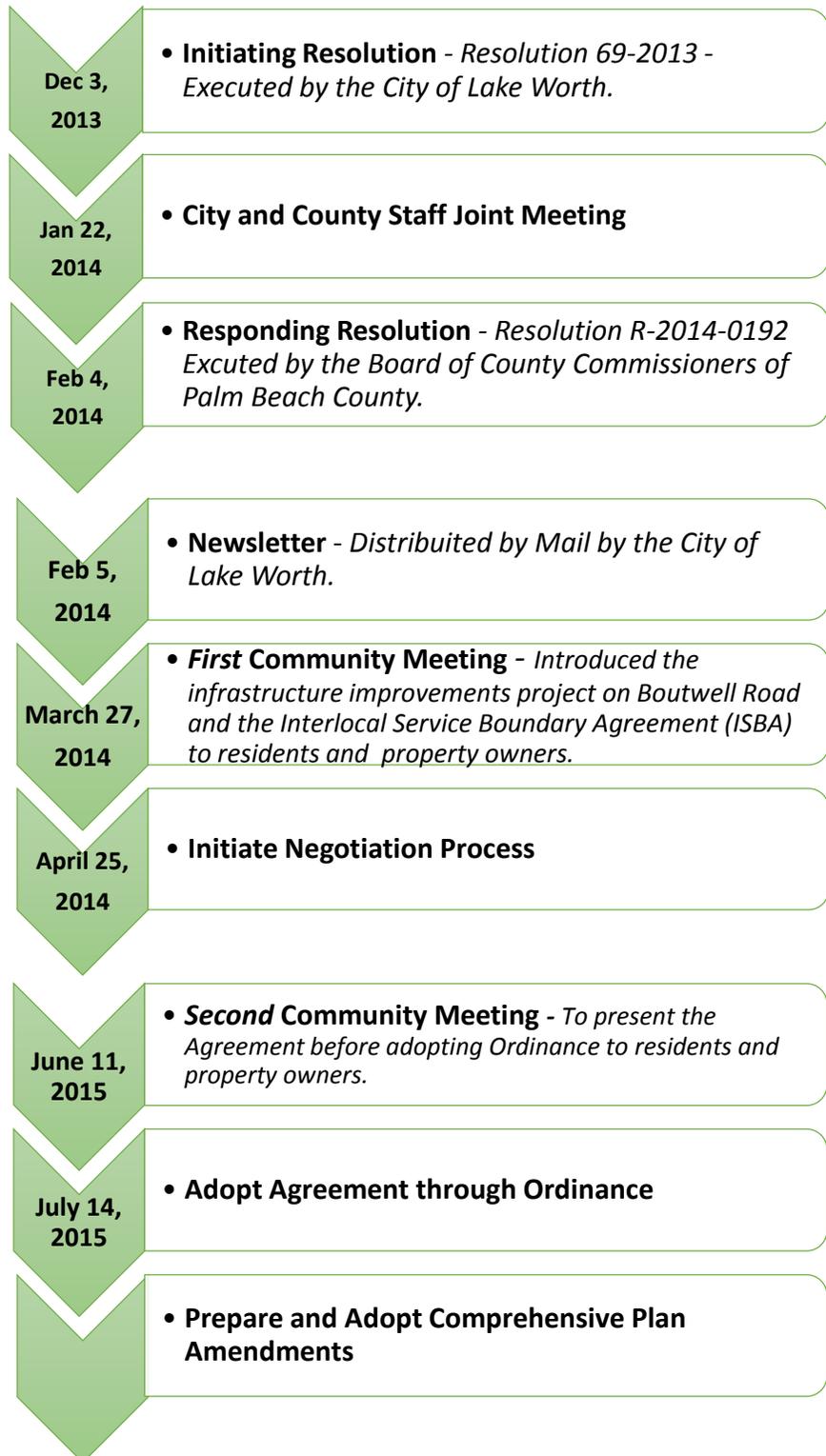
In general, the Interlocal Service Boundary Agreement (ISBA) and the annexation of parcels included in the area will have minimal impact on the different City departments. This is due to the following reasons:

- *Most of the subject area is already served by the City (Water, Electric Utility, Fire Rescue)*
- *Existing resources will be sufficient to provide service to the new area; or, additional resources will be minimal (Public Services, Community Sustainability, Sewer, Leisure Services).*

The report also presents a summary of the ISBA process, the phases that were executed, and the upcoming steps to finalize the adoption of the agreement.

CITY OF LAKE WORTH ISBA PROCESS

The City of Lake Worth and Palm Beach County have initiated the Interlocal Service Boundary Agreement (ISBA) process. The following graphic depicts the phases that were executed and the upcoming steps to finalize the adoption of the agreement.



REGULATORY FRAMEWORK

Chapter 171, Part II, Florida Statutes (F.S.) provides an alternative to part I of Chapter 171 for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated area of the county. The principal goal of this part is to encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community.

This part is intended to establish a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation. This part is intended to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts and litigation between local governments.

It is the intent of this part to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability. This part is intended to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.



On December 2, 2013, the City of Lake Worth adopted and Initiating Resolution No. 69-2013 pursuant to Chapter 171, part II Florida Statutes (F.S.), as a first step in the process of competing an Interlocal Service Boundary Agreement (ISBA) for a designated area outside of the boundaries of the City. On February 4, 2014, the Board of County Commissioners of Palm Beach County adopted a Responding Resolution No. R-2014-0192 pursuant to Chapter 171, part II Florida Statutes (F.S.). Neither Resolutions annexed any property.



On March 27, 2014, the City of Lake Worth conducted an initial informational meeting with residents and property owners of the subject area. The proposed Interlocal Service Boundary Agreement was prepared by the City and County Staff. On June 11, 2015, the City conducted a second public informational meeting to present the agreement to residents and property owners before its adoption.

Once the ISBA is adopted, Florida Statutes 171.204 establishes Prerequisites to annexation of properties located on the ISBA area as follows:

The interlocal service boundary agreement may describe the character of land that may be annexed under this part and may provide that the restrictions on the character of land that may be annexed pursuant to part I are not restrictions on land that may be annexed pursuant to this part. As determined in the interlocal service boundary agreement, any character of land may be annexed, including, but not limited to, an annexation of land not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation where the annexed area is not reasonably compact; however, such area must be “urban in character” as defined in s. 171.031(8). The interlocal service boundary agreement may not allow for annexation of land within a municipality that is not a party to the agreement or of land that is within another county. Before annexation of land that is not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation of land that is not currently served by water or sewer utilities, one of the following options must be followed:

(1) The municipality shall transmit a comprehensive plan amendment that proposes specific amendments relating to the property anticipated for annexation to the Department of Economic Opportunity for review under chapter 163. After considering the department’s review, the municipality may approve the annexation and comprehensive plan amendment concurrently. The local government must adopt the annexation and the comprehensive plan amendment as separate and distinct actions but may take such actions at a single public hearing; or

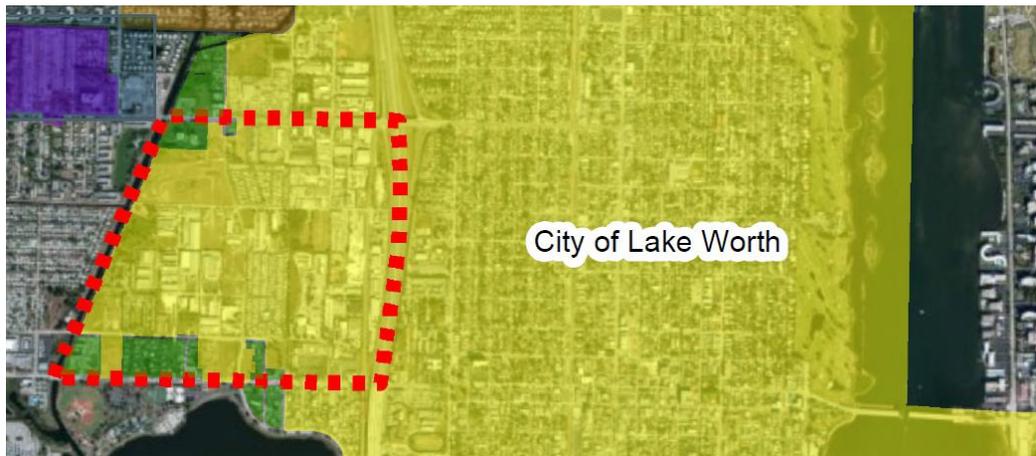
(2) A municipality and county shall enter into a joint planning agreement under s. 163.3171, which is adopted into the municipal comprehensive plan. The joint planning agreement must identify the geographic areas anticipated for annexation, the future land uses that the municipality would seek to establish, necessary public facilities and services, including transportation and school facilities and how they will be provided, and natural resources, including surface water and groundwater resources, and how they will be protected. An amendment to the future land use map of a comprehensive plan which is consistent with the joint planning agreement must be considered a small scale amendment.



DESCRIPTION OF THE PROPOSED ISBA AREA

The subject Interlocal Service Boundary Agreement (ISBA) area includes parcels located on the Lake Worth Park of Commerce and other adjacent parcels to the north of 10th Avenue and to the south of Lake Worth Road (see attached maps). This initiative is consistent with recommendations in the Lake Worth Park of Commerce (LWPOC) Conceptual Plan.

Through the development and continued coordination on the LWPOC, it was recognized that one of the constraints to the successful infill and revitalization was the dual jurisdiction of both Palm Beach County and the City of Lake Worth. Consequently, the County and City have coordinated efforts to foster annexation within the LWPOC.



The area includes a total of 55.1 acres and 176 parcels. Table 1 presents Existing Land Uses which accounts for 384 residential units, including single family and multi-family units, and a retirement facility. There are currently 12 vacant parcels totaling 9.10 acres, or 16.5 percent of the total ISBA area.

Table 1. Existing Land Use

	# of Parcels	Acres	# of Units
Res. Single Family	39	10.83	40
Res. Multi-Family	113	15.59	184
Res. Multi-Family Retirement	1	6.73	160
Civic - Assembly	1	0.33	0
Commercial	7	5.09	0
Office	2	7.31	0
Utility	1	0.12	0
Vacant Commercial	4	5.73	0
Vacant Residential	8	3.37	0
Total	176	55.1	384

Table 2 indicates the current Palm Beach County Future Land Use designations for the subject ISBA area.

Table 2. Future Land Use

Future Land Use	# of Parcels	Acres	# of Units
High Residential 8 units per acre (HR-8)	32	13.17	42
High Residential 12 units per acre (HR-12)	99	16.39	256
High Residential 18 units per acre (HR-18)	26	6.34	78
Commercial High with an underlying High Residential 8 (CH/8)	17	7.47	6
Commercial High Office with an underlying High Residential 8 (CH-O/8)	1	6.59	0
Commercial Low with an underlying High Residential 8 (CL/8)	1	5.14	0
Total	176	55.1	384

Table 3 presents the current Palm Beach County Zoning designations for the subject ISBA area.

Table 3. Zoning

Zoning	# of Parcels	Acres	# of Units
Agricultural Residential (AR)	1	1.55	0
General Commercial (CG)	3	3.34	0
Neighborhood Commercial (CN)	13	3.41	7
Commercial Specialized (CS)	2	7.08	0
Multi-Family Residential High (RH)	155	37.3	375
Single Family Residential (RS)	2	2.42	2
Total	176	55.1	384





Existing Senior Living Housing, Residential Single and Multi-Family Homes at the ISBA Area



PUBLIC SERVICES

The City of Lake Worth Public Services Department oversees the Streets Division, Grounds Division, Stormwater Management Division, and the Refuse Division. There are over 200 lane miles of paved roads and 8 miles of unpaved roads within the City limits. The Streets Division also grades unpaved roads, repairs pot holes, installs signs, paints stop bars, paints crosswalks, and cleans drains before and after rain events and major storms.

The Stormwater Division has a certified, technical staff and fleets of heavy equipment to provide a safe environment. Various daily tasks are performed to maintain proper drainage and prevent pollutants from reaching inlets and storm drains that lead into coastal waterways. The Stormwater Division also maintains structural controls as required by NPDES permits. The Refuse Division provides services to residential neighborhoods, commercial developments, recycling and roll-off dumpster services.

The Interlocal Service Boundary Agreement (ISBA) and the annexation of parcels included in the area will have minimal impact to the Public Service Department. Please see following review comments provided by Public Services:

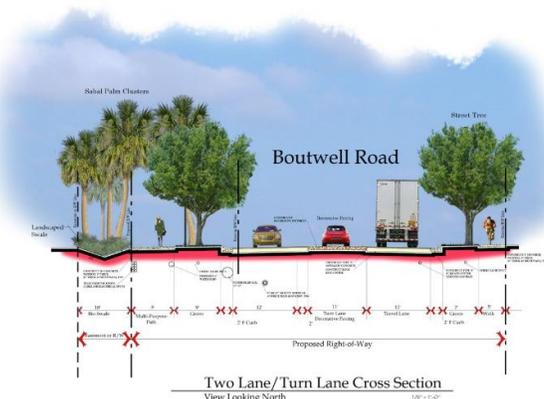


Refuse Division: no major impact; will accommodate additional properties with existing fleet and personnel

Stormwater Division: no major impact; most proposed annexed locations currently outfall into the City's stormwater system and are maintained privately on-site until they flow into the City system.

Streets Division: no major impact; most streets are in fair condition and will be added to our maintenance program and review process

Grounds Division: no major impact; mowing and shoulder maintenance typically performed by adjacent property owner per Code, unless not being done so and we would handle and cite accordingly.

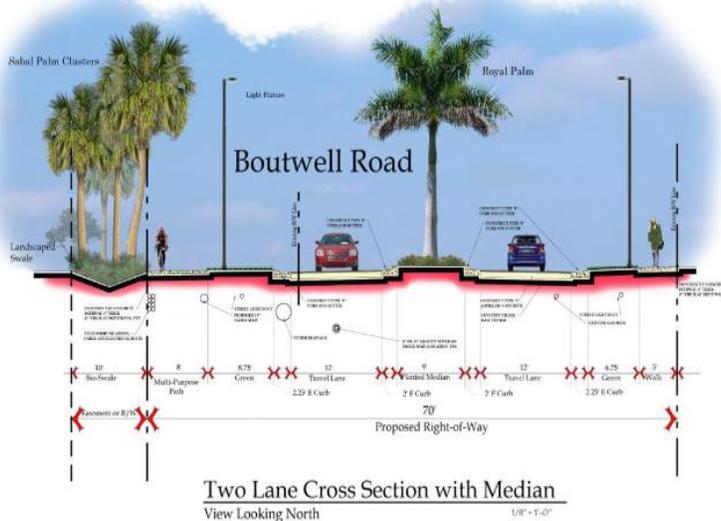


With regard to Boutwell Road improvements, in 2012 Pinder Troutman Consulting, Inc. (PTC) was retained by the City of Lake Worth (City) to conduct an operational traffic analysis for the development of the Lake Worth Park of Commerce (LWPOC) in the City of Lake Worth. The site has an existing Traffic Concurrence Exception Area (TCEA) established by Palm Beach County and the City in 2002. The TCEA is limited to 55,147 SF of commercial retail use and 895,373 SF of industrial use. It was proposed to increase the uses within the TCEA to include approximately three million square feet of mixed/industrial uses.

The Study also pointed out a number of needed improvements as follows:

1. Provide sidewalks and bike lanes along all roadway segments throughout the POC.
2. Include pedestrian crossings at all signalized intersections.
3. Extend Detroit Street or Barnett Drive from within the POC to Lake Worth.
4. Provide another north-south connector road between 10th Avenue North and Lake Worth Road to prevent the need to widen Boutwell Road to four lanes.
5. Provide larger turning radius at intersections and driveways to accommodate truck traffic.
6. Minimize new driveway connections to Boutwell Road to improve north/south traffic flow.
7. Require a POC Traffic Monitoring Study with each site plan submittal to determine short-term roadway and intersection needs. Signal warrant analyses may be part of this study.
8. Require site-specific traffic analyses with each site plan submittal to determine additional turn lane requirements for the site.

On January 10, 2014, the Lake Worth City Commission approved two contracts to begin the infrastructure improvements on Boutwell Road between Tenth Avenue North and Second Avenue South. The contracts include Mathews Consulting as the City's Owner's Representative and Mock Roos as the Design, Engineering, Construction, and Administration Consultant. The project will entail a complete overhaul of the infrastructure and roadway, including storm water, potable water, sanitary sewer, electric, telecommunications, and a new boulevard style roadway with lighting, landscaping and pedestrian/bike way access.



Palm Beach County will improve the intersection of Boutwell Road and 10th Avenue North. The project team is focused on design tasks, land acquisition, and the grant application. The Economic Development grant was completed in 2014. Design and engineering of the project will take place during 2015. Construction of the improvements will begin shortly thereafter. The new completed roadway is scheduled to be finished in 2016 with a budget of approximately \$4.5 million.



Existing Conditions on North Boutwell Road – Gravel Road Segment



Existing Conditions on Detroit Street, Everett Court, and Buffalo Street



ELECTRIC SERVICES

The City of Lake Worth is the electric services provider to its residents and business community. *The Interlocal Service Boundary Agreement (ISBA) and the annexation of parcels included in the area will have minimal impact to the Electric Service Department.* The Electric Service Department confirmed that the subject ISBA area is within the City of Lake Worth Electric Utilities service territory.

WATER AND SEWER SERVICES

The Lake Worth Water Treatment Plant consists of two facilities, a Lime Softening Water Plant and a Reverse Osmosis Water Plant. The Lime Softening Plant is designed to treat a maximum of 12.9 Million-Gallons-per-Day (MGD).

This plant is supplied fresh raw water from the Surficial Aquifer that is 100-200 feet deep. It is pumped out of 15 production wells located within a half-mile radius of the plant. The new Reverse Osmosis Plant is designed to treat 4.5 MGD brackish (slightly salty) raw water supplied to the Reverse Osmosis Plant from the Floridian Aquifer that is approximately 1,000 feet deep. It is pumped out of 3 production wells located within a half-mile radius of the plant. During 2013, the average daily flow to the system was 4.527 MGD and the peak daily flow was 5.777 MGD. The treated water from these two plants is blended to produce a very high quality finished water.



In 2013, approximately 9.16 % of the City's water needs were purchased from Palm Beach County. The purchases were completed in 2013, and the City of Lake Worth now provides all of its needed potable water.

The City has developed a master plan for long-term water distribution piping improvements. The master plan was approved on April 7, 2015. These piping improvements are needed to ensure the reliability and quality of water delivered to customers for the long term. City personnel are installing fire hydrants and new water meters as part of the system maintenance work. Additional capital improvements are needed to provide fire hydrants, increase water flows, reduce piping breaks and reduce water flushing to maintain water quality.

The Interlocal Service Boundary Agreement (ISBA) and the annexation of parcels included in the area will have minimal impact in terms of Water and Sewer services. Below are the Department review comments:

Water and Sewer Service: No major impact, as these parcels are already within the Lake Worth Water and Sewer Utility Division service areas. Properties with the ability to connect to water and sewer will be required to do so per City Code of Ordinance.

Most of the parcels in the ISBA area received water services from the City Water plant. In terms of sewerage, the table presents a greater number of parcels that are not currently on the City's system. Please see attached detail table "Water and Sewer Services". It lists provided services per each parcel included on the ISBA area.

COMMUNITY SUSTAINABILITY SERVICES

The Department of Community Sustainability serves the residents and the business community by including the following Divisions:

- Planning, Zoning and Preservation
- Building Permits, Reviews and Inspections
- Business License
- Code Compliance

The Planning and Zoning staff are responsible for long range planning; regional planning and coordination; development review, analysis, and compliance; and discretionary permit processing. Functions include the preparation, maintenance, and implementation of the Comprehensive Plan, which guides the development of the City by providing long term goals and objectives; review and analysis of development projects to ensure compliance with the Comprehensive Plan, Municipal Code and other development standards and criteria; and staffing of the Planning & Zoning Board.



The Interlocal Service Boundary Agreement (ISBA) and the annexation of parcels included in the area will have minimal impact on the Community Sustainability Department. In the future, once all the areas are annexed into the City, the Building Division may need one additional staff member.

LEISURE SERVICES

The City of Lake Worth provides a Leisure Services Department to its residents. The Department is committed to safe and state-of-the-art parks and recreation facilities. The City offers a wide range of leisure, educational and physical activities and programs such as:

- After School Programs
- Athletic Programs
- Youth Baseball League
- Municipal Golf Club, Library and Swimming Pool
- Casino Building and Beach Complex
- Passive and Active Parks



Table 4 presents the City's open spaces including parks and other facilities. The total acreage is 217.77.

Table 4. City of Lake Worth Open Space Facilities

Open Space	Activity	Acres
NW Ballfields	Athletics/Recreation	27.5
Sunset Ridge	Recreation/Passive	5.66
Grimes Memorial Field	Athletics/Recreation	4.91
Howard Park	Recreation/Passive	8.03
Spillway Pak	Passive	2.76
Snook Islands Facility	Recreation/Passive	0.35
Old Bridge/Causeway	Passive	1.03
Golf Course	Recreation/ Athletics	112.5
Bryant Park	Passive/Recreation/Sp. Event	18.83
South Palm Park	Passive	2.27
Tropical Ridge Fitness	Recreation/Passive	0.25
Shuffleboard Facility	Passive /Special Event	0.95
Barton Park	Passive	4.77
Triangle Park	Passive	1.1
Cultural Plaza	Passive /Special Event	1.29
Constitution Walk Park	Passive	0.42
Lend-a-Hand Park	Passive	0.25
South "F" St. Park	Passive	0.25
Fountain Triangle	Passive	1.1
Pinecrest Cemetery	Passive	17.25
I.A. Banks Cemetery	Passive	1.53
Casino Beach Complex	Recreation/Passive	4.77
	TOTAL	217.77



The City of Lake Worth has eleven (11) parks as follows: Bryant Park; Bryant Park South; Constitution Park; Howard Park; Casino Beach Complex; Harold Grimes Memorial; Northwest Park & Ball Fields; Snook Islands Natural Area; South Palm Park; Spillway Park; and, Sunset Ridge Park. *These parks include different amenities such as playgrounds, picnic pavilions, BBQ grills, boat ramps, outdoor basketball courts, baseball fields and restroom facilities.*



The City also has four (4) pocket parks as follows: Federal Highway at 13th Avenue North; Federal Highway at 19th Avenue North; Triangle Park between Lake Avenue & Lucerne Avenue – West of the Lake Avenue Bridge; and, Lend a Hand Park at A Street & 3rd Avenue North. These pocket parks are small (approx. 1 acre or less), passive parks along roadways and in neighborhood.

The City’s Comprehensive Plan includes a Recreation and Open Space Element (VII) that supports and emphasizes the role of open spaces and recreation activities as part of the City’s sustainable quality of life. Please see the following Goal, Objective and Policy:

Goal 7.1: To provide for current and future demands for active and passive recreation activities, through the use of both public and private resources.

Objective 7.1.1: To maintain the current system and quality of parks and recreation facilities, in order to meet the needs of the population.

Policy 7.1.1.4: The City adopts an LOS standard of 2.5 acres of neighborhood and community parks for every 1,000 persons to be developed in conjunction with all residential development and by reference the Table of Level of Service Standards for Recreational Facilities.



Considering the current population of 36,000 (2013 Lake Worth estimates) and a Level of Service (LOS) of 2.5 acres for every 1,000 persons, the current LOS is 90 acres.

The Interlocal Service Boundary Agreement (ISBA) and the annexation of parcels included in the area will have minimal impact in terms of Leisure Services. Most of the current residents located in the subject parcels uses John Prince Park because of its proximity. John Prince Park is owned, operated and maintained by Palm Beach County. Also, a number of the subject parcel residents are already attending the City’s community events and recreation activities.



PUBLIC SAFETY SERVICES

LAW ENFORCEMENT

Residents of the City of Lake Worth are served by the Palm Beach County Sheriff's Office – District 14. It is the goal of the Sheriff's Office to ensure that Lake Worth is a safe place. Per the Semi-Annual Report (7.1.13/12.31.13), the response time to emergency calls varies according to the nature of the call as follows:

Priority 1 Calls- Average from 3 minutes to 4 minutes and 30 seconds.

Priority 2 Calls- Average from 3 minutes and 30 seconds to 4 minutes and 30 seconds.

Priority 1 Calls include (but are not limited to): All in progress or just occurred crimes, terrorism, armed persons, kidnapping, stalking, missing Alzheimer's persons, abuse, fires, suicide, crashes with injuries, suspicious incidents or persons, alarms.

Priority 2 Calls include (but are not limited to): Open doors, mentally disturbed persons, crashes with unknown injuries, drugs, prowlers, sick persons down, unwanted guests, vehicle stops, drunk drivers or pedestrians.

Table 5 below presents a breakdown of staff allocation in District 14.

Table 5. Current District 14 Allocations

TITLE	QUANTITY
Captain	1
Lieutenant	1
Sergeant	11
Sergeant	0
Deputy Sheriff	64
Deputy Sheriff	3
Communications Supervisor	1
Communication Officer	10
Communications Part Time	4
Community Service Aide	2
Law Enforcement Aide	1
Community Service Specialist	1
Criminal Intelligence Analyst	1
Administrative Secretary	1
Office Support Supervisor	1
Central Records Specialist	3
Crime Scene Technician	1
School Crossing Part Time	22
Evidence Technician	2
Clerical Specialist	1
TOTAL	132





The parcels that are included in the Interlocal Service Boundary Agreement (ISBA) are currently served by Palm Beach County Sheriff's Office District 1.

Once the Interlocal Service Boundary Agreement (ISBA) is adopted and the annexation of parcels included in the area becomes effective, District 14 will serve this area. In terms of impact and additional resources, it will depend on the specific area that is annexed and the "number of calls" related to the subject area.

FIRE RESCUE

Residents of the City of Lake Worth are served by Palm Beach County Fire Rescue – Station 91 (Lake Worth Central) and Station 93 (Lake Worth North). The Fire Department has been a rich part of the history of the City of Lake Worth for over 100 years.

Station 91 staff includes 6 Responders, 1 District Chief, and 1 District Captain. Per the Palm Beach County Annual 2013 Report, the average response time of Station 91 is 5 minutes and 20 seconds. On September 9, 2014, a ceremony was held at PBCFR Station 91 to mark the addition of a new fire engine to the City of Lake Worth

The parcels that are included in the Interlocal Service Boundary Agreement (ISBA) are currently served by Station 31, Station 93 and Station 91. Once the Interlocal Service Boundary Agreement (ISBA) is adopted and the annexation of parcels included in the area becomes effective, the subject area will continue to be served by the same stations due to the "closest union response" system currently in place. Hence, there will not be an impact after annexation becomes effective.



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ORDINANCE NO. 2015-07 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICE BOUNDARY AND JOINT PLANNING AGREEMENT WITH PALM BEACH COUNTY TO COORDINATE FUTURE LAND USE, PUBLIC FACILITIES AND SERVICES IN ADVANCE OF ANNEXATION; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Palm Beach County (the "County") possess Home Rule powers as a Charter County pursuant to Article VIII, Section 1(g), Florida Constitution and Chapter 125, Florida Statutes; and Article 1 of the Charter of Palm Beach County; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governments and public agencies to enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS the Municipal Annexation or Contraction Act, Chapter 171, Part I, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of Interlocal Service Boundary Agreements as a means to coordinate future land use, public facilities and services and protection of natural resources in advance of annexation; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands and to agree on certain procedures for the timely review and processing of annexations within those areas and to provide alternate annexation methodologies; and

WHEREAS, the City Commission has determined that it is in the best interest of the public health, safety and general welfare of the City to adopt the attached Interlocal Service Boundary and Joint Planning Agreement by ordinance as required by Chapter 171, Florida Statutes.

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. The City Commission of the City of Lake Worth, Florida agrees to the terms and conditions of the Interlocal Service Boundary and Joint Planning Agreement with Palm Beach County which is attached hereto as Exhibit "A" and which is incorporated herein by reference.

Section 3. The Mayor and City Clerk are authorized to execute and deliver the attached agreement and a certified copy of the agreement to Palm Beach County and the City Clerk is directed to file the same with the Palm Beach Clerk and Comptroller (if required).

56 Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion
57 of this Ordinance is for any reason held invalid or unconstitutional by any court of
58 competent jurisdiction, such portion shall be deemed a separate, distinct, and
59 independent provision, and such holding shall not affect the validity of the remaining
60 portions thereof.

61
62 Section 5. Repeal of Laws in Conflict. All ordinances, resolutions or parts of ordinances
63 or resolutions in conflict herewith are hereby repealed to the extent of such conflict;
64 provided that, all ordinances, resolutions or parts thereof as they pertain to the electric
65 utility system shall remain in full force and effect.

66
67 Section 6. Effective Date. This ordinance shall take effect ten (10) days after adoption.

68
69 The passage of this Ordinance on first reading was moved by Commissioner
70 _____, seconded by Commissioner _____, and upon being put to a vote,
71 the vote was as follows:

72
73 Mayor Pam Triolo
74 Vice Mayor Scott Maxwell
75 Commissioner Christopher McVoy
76 Commissioner Andy Amoroso
77 Commissioner Ryan Maier

78
79 The Mayor thereupon declared this Ordinance duly passed on first reading on
80 the 14th day of July, 2015.

81
82
83 The passage of this Ordinance on second reading was moved by Commissioner
84 _____, seconded by Commissioner _____, and upon being put to a
85 vote, the vote was as follows:

86
87 Mayor Pam Triolo
88 Vice Mayor Scott Maxwell
89 Commissioner Christopher McVoy
90 Commissioner Andy Amoroso
91 Commissioner Ryan Maier

92
93 The Mayor thereupon declared this Ordinance duly passed and enacted on the
94 18th day of August, 2015.

95
96
97 LAKE WORTH CITY COMMISSION

98
99
100 By: _____
101 Pam Triolo, Mayor

102
103 ATTEST:

104
105
106 By: _____
107 Pamela J. Lopez, City Clerk

EXHIBIT A

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**INTERLOCAL SERVICE BOUNDARY AGREEMENT
AND JOINT PLANNING AGREEMENT
ENTERED INTO BY THE CITY OF LAKE WORTH
AND THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA,
ESTABLISHING THE MUNICIPAL SERVICE AREA**

THIS INTERLOCAL SERVICE BOUNDARY AGREEMENT ("Agreement") is made on this ____ day of _____, 2015 between the CITY OF LAKE WORTH, a municipal corporation located in Palm Beach County, Florida, hereinafter referred to as "City," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", each entity constituting a "public agency" as defined in Part 1, Chapter 163, F.S.

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, F.S.; and

WHEREAS, the County possesses Home Rule powers as a Charter County pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, F.S.; and Article 1 of the Charter of Palm Beach County; and

WHEREAS, Section 163.01, F.S., known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments and public agencies to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, F.S., and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, F.S., recognizes the use of Interlocal Service Boundary Agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the City Comprehensive Plan Policy 1.3.8.7 states "Continue to promote orderly annexation of lands consistent with the Palm Beach Countywide Annexation Policy", and Policy 1.3.8.1 "Continue to promote orderly annexation of lands consistent with the City of Lake Worth Comprehensive Plan such that there is no reduction in service level to existing City residents as a result of the annexation"; and

WHEREAS, the Lake Worth Park of Commerce Conceptual Plan accepted by the City and the County in 1998 recommended fostering annexation; and

WHEREAS, Chapter 171, Part II, F.S., establishes the Interlocal Service Boundary Agreement process as a flexible, joint planning option for counties and municipalities to cooperatively adjust municipal boundaries while planning for service delivery and land use changes; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs

159 and provider for such lands and to agree on certain procedures for the timely review and
160 processing of annexations within those areas; to provide alternate annexation
161 methodologies; and

162
163 **WHEREAS**, the agreement of the City to undertake annexation efforts in a
164 manner that is coordinated with the County is a material inducement to the County to
165 enter into this Agreement; and

166
167 **WHEREAS**, pursuant to Section 171.094(1) F.S. an Interlocal Service Boundary
168 Agreement is binding on the Parties to the agreement, and a Party may not take any
169 action that violates the Agreement; and

170
171 **WHEREAS**, Section 163.3171(3) F.S. authorizes municipalities and counties to
172 jointly enter into agreements to exercise the powers granted to the county and the
173 municipalities pursuant to Chapter 163, Part II, the Local Government Comprehensive
174 Planning and Land Development Regulation Act; after each government conducts a
175 public hearing with due public notice; and

176
177 **WHEREAS**, the City has complied with the notification requirements in Section
178 171.203 F.S. and adopted Resolution No. 89-2013, an Initiating Resolution pursuant to
179 said statute, and

180
181 **WHEREAS**, the County adopted Resolution R-014-0192, a Responding
182 Resolution pursuant to Section 171.203 F.S.; and

183
184 **WHEREAS**, the County and City have held duly noticed public hearings to
185 consider adoption of this Agreement; and

186
187 **WHEREAS**, the City and the County have enacted this agreement by ordinance
188 as required by Section 171.203(14) F.S.; and

189
190 **WHEREAS**, the Future Land Use Element of the 1989 Palm Beach County
191 Comprehensive Plan states that Palm Beach County shall pursue interlocal agreements
192 with municipalities that have established future land use designations for adjacent
193 unincorporated areas and will establish Joint Planning Areas between the County and
194 the respective municipalities; and

195
196 **WHEREAS**, the Intergovernmental Coordination Element of the 1989
197 Comprehensive Plan states that Palm Beach County shall adopt policies and implement
198 strategies which support municipal efforts to secure boundary changes that maintain
199 cost-effective service delivery, assisting the elimination of enclaves, pockets and finger-
200 like areas, and ensure consistency between municipal and County land use; and

201
202 **WHEREAS**, the Intergovernmental Coordination Element Policy of the 1989
203 Comprehensive Plan requires Palm Beach County to support municipal efforts to secure
204 boundary changes; and

205
206 **WHEREAS**, the Intergovernmental Coordination Element Policy of the 1989
207 Comprehensive Plan requires the County to work with municipalities to determine areas
208 to be considered for annexation.

210 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY**
211 **COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AND THE CITY OF LAKE**
212 **WORTH that:**

213
214 **Section 1. Purpose**

215 The purpose of the Agreement is to jointly determine how to provide services to
216 residents and property in the most efficient and effective manner while balancing the
217 needs and desires of the community to the area identified in the unincorporated area,
218 depicted in Exhibit A, attached hereto and made a part hereof. This agreement
219 establishes the means and process by which future annexations and planning activities
220 will be accomplished. The City and the County (the "Parties") hereby establish a Joint
221 Planning Agreement (JPA). All areas specifically delineated, mapped and referenced in
222 the legend on Exhibit A are within the JPA.

223
224 **Section 2. Definitions and Terminology**

225 The following definitions apply to this agreement:

226 (1) "Interlocal service boundary agreement" means an agreement adopted under
227 Chapter 171, Part II, F.S., between a county and one or more municipalities, which may
228 include one or more independent special districts as Parties to the agreement defined
229 as set forth in Section 171.202, F.S.

230
231 (2) "Municipal service area" means the area identified by the boundaries in
232 Exhibit A.

233
234 (3) The term "enclave" shall be defined as set forth in Section 171.031(13)(a) &
235 (b), F.S.

236
237 (4) "Agreement" means this Interlocal Service Boundary Agreement, including
238 any amendments or supplements hereto, executed and delivered in accordance with the
239 terms hereof which is also a joint planning agreement enacted pursuant to Section
240 163.3171(3) F.S.

241
242 (5) All references to the Florida Statutes in this Agreement are to the 2014 Florida
243 Statutes which is referred to as F.S.

244
245 **Section 3. Annexation Process**

246 A. The City may annex lands designated within the municipal service area
247 depicted on Exhibit A hereto during the term of this Agreement. The County and City
248 agree that the municipal service area is urban in character, as required by s. 171.204,
249 F.S. and is developed for urban purposes in accordance with s. 171.043(2) and (3), F.S
250 and as defined in s. 171.031(8), F.S.

251
252 B. Within 10 days of reaching the necessary consent threshold for a particular
253 area proposed for annexation, the City and County agree that the City shall provide a
254 copy of the annexation petition bearing the signatures of more than 50 % of the persons
255 who own property in the area proposed to be annexed and/or a petition of more than
256 50% of the registered voters in the area proposed to be annexed to the County
257 Administrator and the County Planning Director and include a cover letter confirming
258 consistency of the City 's planned service delivery with the terms of this Agreement.

259
260 C. Failure to comply with the notice provisions of this section may be the basis
261 for a cause of action invalidating an annexation undertaken pursuant to this Agreement.
262

263 D. The City and County agree that the City may create enclaves less than ten
264 acres in size, as defined in Chapter 171, F.S., provided a concurrent s. 171.046(2), F.S.,
265 enclave interlocal agreement is adopted, - for the created enclave.
266

267 E. The City and County agree that within the Municipal Service Area, the City
268 may annex lands in accordance with the requirements established in Chapter 171 Part
269 I, F.S. and Chapter 171 Part II, F.S.
270

271 **Section 4. Notification to Property Owners and Registered Voters**

272 A. When seeking the consent of property owners within a proposed annexation
273 area, the City shall provide notice by first class United States Mail using property
274 ownership and address information obtained from the Palm Beach County Property
275 Appraiser's Office.
276

277 B. When seeking the consent of registered voters residing within a proposed
278 annexation area, the City shall provide notice by first class United States Mail using voter
279 information from the Palm Beach County Supervisor of Elections Office.
280

281 **Section 5. County Consent to Annexation by the City**

282 If the annexation ordinances of the City are adopted under the conditions set forth
283 in this Agreement, the County will not challenge, administratively, judicially, or otherwise,
284 any annexations by the City that annex lands within the municipal service area, as
285 depicted in Exhibit A, unless the annexation is inconsistent with this Agreement. The
286 Parties agree that all or a portion of the annexation as set forth in Exhibit A may create
287 enclaves. Enclaves less than 10 acres will be annexed through a concurrent enclave
288 interlocal agreement. Enclaves more than 10 acres will be annexed in agreement with
289 Section 171.205 (3) and (4), F.S.
290

291 **Section 6. Future Land Use for the Municipal Service Area**

292 A. Process for incorporating the Municipal Service Area into the City
293 Comprehensive Plan: Future land uses are identified herein and agreed to by the City
294 and County for each of the areas within the Municipal Service Areas as set forth in Exhibit
295 A. These future land uses will be examined during the City's comprehensive plan
296 amendments. If one or more of the future land uses identified in Section 6.C. of this
297 Agreement are not adopted by the City, then the future land uses presently depicted
298 upon the County's Future Land Use Atlas shall remain in effect, unless another land use
299 category acceptable to both Parties is agreed upon and unless the City requests by
300 resolution and the Board of County Commissioners approves by resolution a mutually
301 acceptable alternative land use designation.
302

303 B. Future Land Use designation definitions: The following densities shall apply
304 to the land uses indicated on Exhibit B and in Paragraph C, below:
305

306 (1) Medium Density Residential District (MDR) shall mean up to 20 dwelling units
307 per acre.
308

309 (2) Transit Oriented Development District (TOD) shall mean up to 40 dwelling
310 units per acre.
311

312 (3) Mixed Use-West District (MU-W) shall mean up to 30 dwelling units per acre.
313

314 C. Agreements on zones: The matrix set forth as Exhibit B and the following
315 provisions are applicable to the future land uses of the areas within the municipal service
316 area upon annexation by the City. The land uses to be evaluated are as follows:

- 317
318 (1) MDR- Medium Density Residential
319 (2) TOD- Transit Oriented Development
320 (3) MU-W- Mixed Use - West
321

322 **Section 7. Infrastructure and Service Delivery Provisions**

323 Within the Municipal Service Area as designated on Exhibit A hereto, the City
324 and County agree to ensure the efficient provision of infrastructure and service delivery
325 as set forth below:
326

327 A. **Water and Sewer Utilities:** The matrix set forth as Exhibit B and the following
328 provisions are applicable to water and sewer provider, and infrastructure availability of
329 the areas within the municipal service area when annexed by the City:
330

- 331 (1) The Zones set forth as Exhibit A are included on the City's water utility
332 municipal service area. The City's long range plan includes the provision
333 of sewer service to all Zones set forth as Exhibit A.
334

335 B. **Rights-of-Way and Transportation:** The County hereby consents to the
336 annexation of the Everett Court right-of-way segment from Lake Worth Road to its
337 northern terminus into the corporate boundaries of the City.
338

339 Subsequent to approval of this Agreement by both the City and the County, and
340 the annexation of the surrounding properties, the City will adopt an ordinance to annex
341 the right-of-way segment identified. Approval of this interlocal agreement by both
342 Parties constitutes mutual agreement by the City and County pursuant to Section
343 335.0415, Florida Statutes, to the transfer of ownership and the responsibility for
344 operation and maintenance of the right-of-way segments identified from the County to
345 the City. Such transfer shall occur upon the effective date of the City's Voluntary
346 Annexation ordinance annexing the affected rights-of-way.
347

348 C. **Fire and Emergency Medical Services:** The County and City acknowledge
349 the current status of service providers, providing emergency services, including fire
350 rescue and emergency medical services, as set forth in the automatic aid agreement.
351 County Resolution 2007-0904 stipulates the agreed upon provisions on the emergency
352 services agreement for mutual assistance, automatic aid, and dispatch services between
353 the County and the City. This agreement was reached as a means to further enhance
354 the fire-rescue services that they currently provide within their respective jurisdictions.
355

356 The Zones within the municipal service area are currently served by Station 31, Station
357 93 and Station 91. Upon annexation the Zones will continue to receive Fire and
358 Emergency Medical Services by the same Stations, or as assigned by the County Fire
359 and Emergency Medical Services.
360

361 D. **Law Enforcement:** The County and City acknowledge that the Palm Beach
362 Sheriff's Office provides public safety services to the municipal service area identified in
363 this agreement.
364

365 **Section 8. Intergovernmental Coordination**

366 A. Coordination of Urban Redevelopment Area Impacts: The City and County
367 agree that the impacts of certain development, herein referred to as Urban
368 Redevelopment Area Impacts, within or in close proximity to the municipal boundaries
369 of the City, whether within the City limits or in the unincorporated area of the County,
370 require close coordination between the Parties in order to assure the orderly and efficient
371 provision of public facilities, services and compatibility of land uses.

372
373 **Section 9. Incorporation into Comprehensive Plans**

374 As required by Section 171.203(9) F.S. no later than 6 months following approval
375 of this Agreement, the Parties shall prepare amendments to their respective
376 Intergovernmental Coordination Elements, and as necessary other Elements of their
377 Comprehensive Plans acknowledging this Agreement and scheduling a review at a time
378 of each Evaluation and Appraisal Report periodic review and negotiations per section 14
379 of this Agreement and shall consider incorporation of said amendments into their
380 respective comprehensive plans.

381
382 **Section 10. Other Rights and Agreements**

383 A. The Parties agree that the requirements of Chapter 164, F.S. shall be
384 complied with prior to litigation to enforce this Agreement.

385
386 B. Other Contemporaneous Agreements: The Parties do not intend for this
387 Agreement to amend, modify, supersede, or terminate any other agreement between the
388 City and County in effect as of the effective date of this Agreement.

389
390 **Section 11. Notice to Parties**

391 All notices, consents, approvals, waivers, and elections that any Party requests
392 or gives under this Agreement will be in writing and shall be given only by hand delivery
393 for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery
394 requested. Notices will be delivered or mailed to the County Administrator and the
395 County Planning Director or as either Party may otherwise designate in writing. Notices,
396 consents, approvals, waivers, and elections will be deemed given when received by the
397 Party for whom intended.

398
399 **Section 12. Discharge**

400 This Agreement is solely for the benefit of the City and the County, and no right
401 or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third
402 party. Nothing in this Agreement, either expressed or implied, is intended or shall be
403 construed to confer upon or give any person, corporation or governmental entity other
404 than the Parties any right, remedy or claim under or by reason of this Agreement or any
405 provisions or conditions hereof, and all of the provisions, representations, covenants,
406 and conditions herein contained shall inure to the sole benefit of and shall be binding
407 upon the Parties and their respective representatives, successors, and assigns.

408
409 **Section 13. Enforcement**

410 This Agreement shall be enforceable by the Parties hereto by whatever remedies
411 are available in law or equity, including but not limited to injunctive relief and specific
412 performance. If this Agreement or any portion hereof is challenged by any person or
413 entity not a Party hereto in any judicial, administrative, or appellate proceeding,
414 representatives of the Parties hereto agree to promptly meet and discuss said
415 challenge. If only one Party is a defendant in the challenge, the other Party agrees to
416 cooperate with the defending Party in the defense of the challenge and make itself
417 available for consultations, depositions and evidentiary hearings.

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Section 14. Term and Review

A. Original Term: This Agreement, unless amended or extended in accordance with its terms, shall expire twenty years from the effective date as provided in Section 16.

B. Review: During the comprehensive plan Evaluation and Appraisal review process required by Chapter 163, F.S., each Party will review the terms of this Agreement and consider amendments, as necessary.

C. At least eighteen months before the expiration of the full term the Parties agree to commence negotiations for another interlocal agreement to govern the matters addressed in this Agreement or an extension of this agreement if any of the areas identified in Exhibit A remain unincorporated.

D. Amendment: Amendments may be proffered by either Party at any time. Proposed amendments shall be in writing and must be approved by the boards of both Parties or shall be considered not adopted.

Section 15. Miscellaneous

A. Entire Agreement: Except as otherwise set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

B. Governing Law and Venue: The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall be in the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida.

Section 16. Effective Date

This agreement shall take effect upon execution by both Parties and upon the adoption of duly adopted ordinances by both Parties adopting this agreement.

Section 17. Filing

Upon execution by both Parties, a certified copy of this agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 18. Notification

The City hereby acknowledges that it has provided written notice to all owners of real property located in the areas identified in Exhibit A whose names and addresses are known by reference to the latest published ad valorem tax records of the Palm Beach County Property Appraiser. The written notice described the purpose of the Interlocal Service Boundary Agreement and stated the date, time, and place of the meeting in the City where this Interlocal Agreement is to be considered for adoption. The written notice also indicated the name and telephone number of the Palm Beach County staff person to contact regarding the date, time, and place when the Palm Beach County Board of County Commissioners is to consider the adoption of this Interlocal Agreement.

Section 19. Captions

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

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Section 20. Severability

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

Section 21. Entire Agreement & Counterparts

This Agreement represents the entire understanding between the Parties, concerning the subject, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY OF LAKE WORTH, FLORIDA has caused this Agreement to be executed by its Mayor and affixed its official seal, attested by its Clerk pursuant to the Authorization of the Lake Worth City Commission, and PALM BEACH COUNTY, FLORIDA has caused this Agreement to be executed by its Mayor and affixed its official seal, attested by its Clerk, pursuant to the authorization of the Board of County Commissioners, on the day and year indicated below.

ATTEST: CITY OF LAKE WORTH, FLORIDA

By: _____
Pamela Lopez, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Glen Torcivia, City Attorney

ATTEST:
SHARON R. BOCK, Clerk & Comptroller
COMMISSIONERS

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY

By: _____
Deputy Clerk

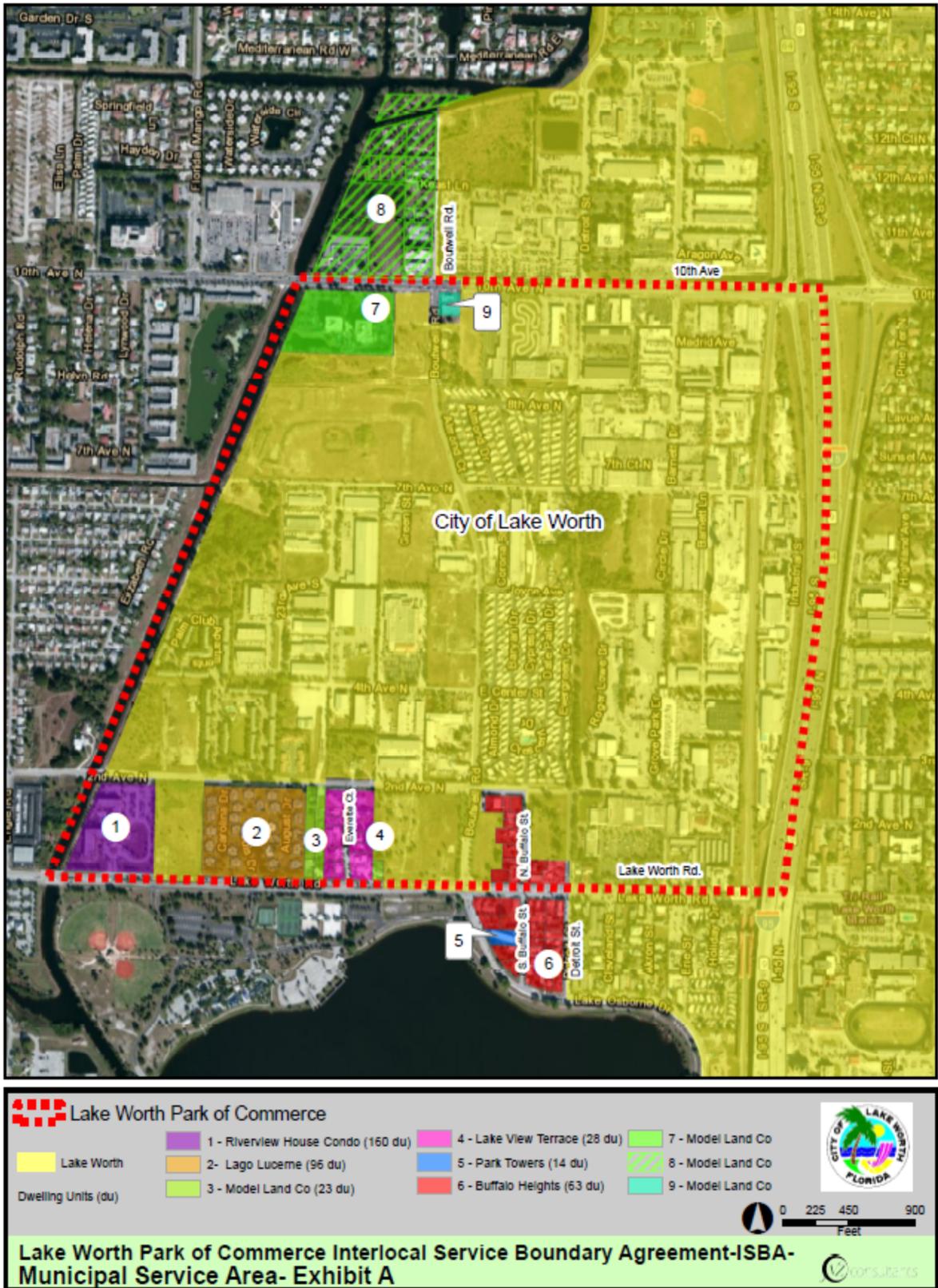
By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Robert P. Banks, Chief Land Use County Attorney

519
520
521

EXHIBIT A



522
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EXHIBIT B
City of Lake Worth and Palm Beach County
Interlocal Service Boundary Agreement

Zone	Name	Acres*	Parcels	EXLU ¹	Existing County FLU ²	Proposed City FLU ³	Water & Sewer Provider	Right-of-way Maintenance	Right-of-way Condition
1	Riverview House	6.73	1	MFR Ret.	HR-12	MU-W	City Water/ Sewer	Lake Worth Rd: State Maintained	Paved, has sidewalks and lights.
2	Lago Lucerne	9.65	97	MFR	HR-12	MU-W	City Water/ Sewer	Lake Worth Rd: State Maintained; Lago Lucerne Roads: Privately maintained	Lake Worth Rd: Paved, has sidewalks and lights. Lago Lucerne Roads: Paved, no sidewalks, some lights.
3	Model Land Co	2.18	4	SFR/ MFR	HR-8	MU-W	City Water/ Sewer	Lake Worth Rd: State Maintained	Lake Worth Rd: Paved, has sidewalks and lights.
4	Lake View Terrace	3.99	12	SFR/ MFR	HR-8	MU-W	City Water; Lacks Sewer	Everette Ct: County Maintained	Paved, no sidewalks, no lights.
5	Park Towers	0.5	1	MFR	HR-18	TOD	City Water; Lacks Sewer	Lake Osborne Rd: County Maintained	Paved, some sidewalks, and lights.
6	Buffalo Heights	8.64	37	SFR, MFR, Com, Ins, Vac.	CH/8 HR-18	MU-W TOD	City Water/ Sewer; <i>Some parcels lacks Sewer</i>	Buffalo St: Dedicated to the Public Detroit St: City L.W. Maintained	Buffalo St: Paved, no sidewalks, no lights. Detroit St: Paved, no sidewalks, has lights.
7	Model Land Co	6.59	1	Com, Vac	CH-O/8	MU-W	City Water/ Sewer	10 th Ave: County Maintained	Paved, has sidewalks and lights
8	Model Land Co	16.21	20	Vac, Com, SFR	CL/8 CH/8 HR-8	MU-W MDR	City Water/ Sewer <i>Some parcels lacks Sewer</i>	10 th Ave: County Maintained; N. Boutwell Rd: City Maintained; Keast Ln: Private Road	N. Boutwell Rd: Gravel, no sidewalks, some lights.
9	Model Land Co	0.53	1	Com	CH/8	MU-W	City Water/ Sewer	10 th Ave: County Maintained; Boutwell Rd: City Maintained**	Boutwell Rd: paved; major improvement for sidewalks, lights, and drainage (in process).

528 *Acres mean net total acres by parcel excluding right-of-ways.
529 **City maintained, pending March 10th BCC hearing results

530
531 ¹ Existing Land Use (EXLU) Codes:
532 Com: Commercial
533 SFR: Single-Family Residential
534 MFR: Multi-Family Residential
535 Ins: Institutional

536 Vac: Vacant

537

538

² *County Future Land Use (FLU):*

539 HR-8: High Residential 8 dwelling units/acre

540 HR-12: High Residential 12 dwelling units/acre

541 HR-18: High Residential 18 dwelling units/acre

542 IND: Industrial

543 CL/8: Commercial Low, underlying High Residential 8 dwelling units/acre

544 CH-O/8: Commercial High Office with underlying High Residential 8 dwelling units/acre

545 CH/8: Commercial High with underlying High Residential 8 dwelling units/acre

546

547

³ *City Future Land Use (FLU):*

548 MU-W: Mixed Use-West

549 MDR: Medium Density Residential

550 TOD: Transit Oriented Development

551

552

553

554



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: City Commission

EXECUTIVE BRIEF

TITLE:

Resolution No. 40-2015 - affirm support for the Southeast Florida Regional Climate Action Plan

SUMMARY:

This Resolution affirms the City's support for the Southeast Florida Regional Climate Action Plan and to consider incorporating it into the City's Comprehensive Plan, ordinances and master plan.

BACKGROUND AND JUSTIFICATION:

In 2010, Palm Beach, Broward, Miami-Dade and Monroe Counties entered into a Southeast Florida Regional Climate Change Compact (Compact) in recognition of the need for immediate, coordinated and visionary action to address the impacts of a changing climate and provide economic and environmental resilience in Southeast Florida.

In accordance with their commitment, the Compact Partners developed the Regional Climate Action Plan (RCAP). The RCAP contained many recommended actions for local government to take in support of the RCAP. Municipalities individually have been working to achieve sustainability, and the RCAP presents an opportunity to align these individual local efforts with the regional framework and vision.

The purpose of this resolution is to affirm the City's support of the RCAP and agree to consider integration of its goals and action items into the City's Comprehensive Plan, master plans and ordinances where and when appropriate and financially feasible.

MOTION:

I move to approve Resolution No. 40-2015.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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2
3 RESOLUTION NO. 40-2015 OF THE CITY COMMISSION OF THE CITY OF
4 LAKE WORTH, FLORIDA, AFFIRMING SUPPORT FOR THE SOUTHEAST
5 FLORIDA REGIONAL CLIMATE ACTION PLAN; AGREEING TO CONSIDER
6 INCORPORATION OF THE ACTION PLAN IN THE COMPREHENSIVE PLAN,
7 ORDINANCES AND MASTER PLAN; URGING OTHER LOCAL
8 MUNICIPALITIES TO DO THE SAME; PROVIDING AN EFFECTIVE DATE;
9 AND OTHER PURPOSES

10
11 WHEREAS, Florida is considered one of the most vulnerable areas of the
12 country to the consequences of global climate change, with Southeast Florida
13 being at the frontline to experience the impacts of a changing climate, especially
14 sea level rise; and

15
16 WHEREAS, in recognition of the need for immediate, coordinated and
17 visionary action to address the impacts of a changing climate and provide for
18 economic and environmental resilience in Southeast Florida, in 2010, the
19 counties of Palm Beach, Broward, Miami-Dade and Monroe (Compact Partners)
20 entered into the Southeast Florida Regional Climate Change Compact
21 (Compact); and

22
23 WHEREAS, in accordance with the Compact commitment and through
24 input from public and private sectors, universities, and not-for-profit
25 organizations, the Compact Partners developed the Regional Climate Action Plan
26 (RCAP); and

27
28 WHEREAS, the RCAP offers recommendations that provide the common
29 integrated framework for a stronger and more resilient Southeast Florida,
30 including:

- 31
32 1. Providing the common framework for Sustainable Communities and
33 Transportation Planning to be aligned across the region;
34
35 2. Recognizing the need to protect and address vulnerable Water Supply,
36 Management and Infrastructure and preserve fragile National Systems
37 and Agricultural resources;
38
39 3. Providing steps to move towards resilience and reducing emissions
40 through exploring alternatives and decreasing the use of Energy and
41 Fuel;
42
43 4. Building upon strength as effective emergency responders and
44 integrating climate change hazards in Risk Reduction and Emergency
45 Management Planning;
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5. Providing for effective Public Outreach initiatives to educate the public on the consequences of climate change and providing guidance for developing and influencing Public Policies related to climate change; and

WHEREAS, the RCAP implementation plan contains many recommended actions for local governments to take in support of the RCAP, including but not limited to:

1. Designate and implement Adaptation Action Areas to aid in funding to address areas most vulnerable to sea level rise;
2. Revise local Comprehensive Plans and zoning regulations to include recommendations from the RCAP;
3. Develop policies and stormwater master plans to improve resilience to flooding and salt water intrusion;
4. Encourage walkable communities;
5. Develop Green Neighborhood certification programs;
6. Coordinate living shorelines natural infrastructure;
7. Restore the urban tree canopy;
8. Amend land development regulations to eliminate provisions that act as a barrier to installation of renewable energy systems;
9. Develop policies to ensure energy efficient public infrastructure; and

WHEREAS, municipalities individually have been working to achieve sustainability, and the RCAP presents an opportunity to align these individual local efforts with the regional framework and vision; and

WHEREAS, for the benefit of the public health, safety and welfare, the City of Lake Worth desires to affirm support for the Southeast Florida Regional Climate Action Plan (RCAP) and to agree to consider integration of the RCAP goals and action items, in whole or in part, into the City's Comprehensive Plan, master plans and ordinances where and when appropriate and financially feasible, and to encourage other municipalities to do the same.

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



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Emergency Purchase of a new triple-wide modular trailer for the Public Services administration staff

SUMMARY:

The Purchase Order will provide for an emergency purchase of modular trailer to replace the severely damaged existing office trailers from Mobile Modular.

BACKGROUND AND JUSTIFICATION:

During the 2005 hurricane season, the Public Services Administration offices were severely damaged and deemed to be condemned due to mold issues. The Department proceeded to obtain office trailers to temporarily house the staff while a more permanent solution was finalized. Since this time, staff has worked diligently to come up with creative solutions to the office space issues, but due to financial constraints all have been determined to be infeasible given current and future budget allocations.

The Public Services Administration staff currently operates out of three (3) separate single wide office trailers (12'x56') connected by a central catwalk. One trailer houses the Director and a conference room, the second trailer houses the Assistant Director and Project Manager, and the third trailer houses the Coordinator, a front desk/welcome area, and the copy machine/small kitchen area. The City owns one trailer (2005) and has been renting the other two trailers since 2005. The trailers have reached the end of their useful lives and have become both a safety and a health issue. Photographs of the existing safety issues are attached.

The Public Services Dept. is seeking approval for the purchase of a new triple-wide modular trailer that will accommodate 6 offices (one or possibly two shall serve as a conference room), a copy/common area, 2 bathrooms, and proper ADA accommodations. The Department will be utilizing the existing catwalk, canopy, and ADA ramps for the new trailer unit. The existing owned trailer will remain in place and be used as storage and filing area for Department purposes. The two rental units will be returned to the rental vendor. The square footage of the triple wide unit allows for future growth in the Department and greater efficiency of Administration staff working under one roof. Funds for this purchase will be taken from the insurance proceeds the City received as a result of the 2005 hurricane damage. The amount of this project shall not exceed \$130,000, which is inclusive of the purchase of the unit, delivery and installation, skirting, associated permit fees, any necessary interior modification/furniture, and utility connection material costs (City staff will be performing utility connections of the water, sewer, electric, and communications lines).

Pursuant to section 2-112(i) of the City's procurement code, the City Commission may authorize an emergency purchase if the delay incident to competitive selection would cause an immediate threat or danger to the public health, safety or welfare or to a loss of public or private property, or interruption in the delivery of an essential government service. The continued use of the trailers creates a safety issue for City employees; may result in damage to other City property; and, may interrupt the delivery of essential public services. Accordingly, the City Manager and Director of Public Services support the purchase of the trailer as a valid emergency purchase.

A companion item approving the funding source is scheduled at this same meeting as a resolution for a budget amendment.

MOTION:

I move to approve / disapprove a Purchase Order with Mobile Modular for a new modular trailer for the Public Services Administration staff.

ATTACHMENT(S):

Fiscal Impact Analysis

Comparison of the three quotes

Vendor quotation

Mobile Modular Floor Layout

Existing condition pictures

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	130,000	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	130,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services						
Account Number	Account Description	FY2015 Bud Amend	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
301-5060-513-62-20	Buildings/Structures	130,000		130,000	-130,000	0.00

C. Department Fiscal Review: _____

PURCHASE COMPARISON

	Allied		Mobile Modular		ModSpace
Purchase price	109,320		108,995		128,995
Delivery and Install	7,987		6,595		12,995
Skirting	5,100		2,350		1,450
SUBTOTAL	122,407		117,940		143,440
3% PERMIT FEES	3,672.21		3,538		4,303
TOTAL	126,079		121,478		147,743

2ND

LOW

3RD



Mobile Modular Management Corporation
 1100 State Hwy 559
 Auburndale, FL 33823-9356
 Phone: (863) 965-3700
 Fax: (863) 965-7814
 www.mobilemodularrents.com

Lease Quotation and Agreement

Quotation Number: 60957
 Customer PO/Ref:
 Date of Quote: 06/29/2015
Term: 36 Months

Sign up for the Easy Lease Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
City of Lake Worth 7 North Dixie Highway Lake Worth, FL 33460 Suzanne Rosales (561) 586-1720 Phone: (561) 586-1720	City of Lake Worth 1749 3rd Avenue South Lake Worth, FL 33460	Questions? Contact: Alex DeUribizu Alex.Deurbizu@MobileModularRents.com Direct Phone: 863-965-3700 Fax: 863-965-7814

Product Information	Qty	Monthly Rent	Extended Monthly Rent
Office, 36x56 DCA (Item 1759) -Flexible Configuration Multiplex. Size excludes 4' towbar.	1	-\$1,675.00	-\$1,675.00
Charges Upon Delivery	Qty	Charge Each	Total One Time
Office, 36x56 DCA (Item 1759)			
Block and Level Building (A8)	1	\$4,795.00	\$4,795.00
Delivery Haulage 12 wide	3	\$600.00	\$1,800.00
Recertification and Mod. for Large Office	1	-\$3,650.00	-\$3,650.00
Materials			
Recertification + Material & Labor to add Private Large office			
			<u>\$10,245.00</u>
			Total -\$10,245.00 \$6,595
Charges Upon Return	Qty	Charge Each	Total One Time
Office, 36x56 DCA (Item 1759)			
Prepare Equipment For Removal (A8)	1	-\$1,595.00	-\$1,595.00
Return Haulage 12 wide	3	-\$600.00	-\$1,800.00
			<u>\$3,395.00</u>
			Total -\$3,395.00
Alternate Pricing	Qty	Monthly Rent	Total One Time
Alt Rental Purchase	1	\$0.00	\$108,995.00
		\$0.00	\$108,995.00
		Total \$0.00	Total <u>\$108,995.00</u>

Special Notes

FL Earth Anchors: This proposal assumes the use of earth anchoring on grass or dirt surface. Tie downs to asphalt, concrete or sugar sand may incur an additional fee.

FL Not included in scope of work: Site architect services, building permits, site contracting not limited to sidewalks, grading, site preparation, utilities/connections, fire alarm systems, fire sprinkler systems.

Additional Note:
 [Options: Standard 30' ADA Ramp = \$125/month + \$800 install & \$450 dismantle. Step = \$20/month each + Free Install. If Translift is needed per site condition = \$495 additional fee (Only if needed).]

Additional Note: [Skirting Option = Install - \$2350.00 and dismantle = \$395.]

Additional Note: [Purchase Price does not include Steps or ADA Ramp. Standard 30' ADA Ramp = \$6,450 and Install = \$895. Purchase Per Step = \$1850/each + \$100 install per step.]

Lease Quotation and Agreement

Quotation Number: 60957

Customer PO/Ref:

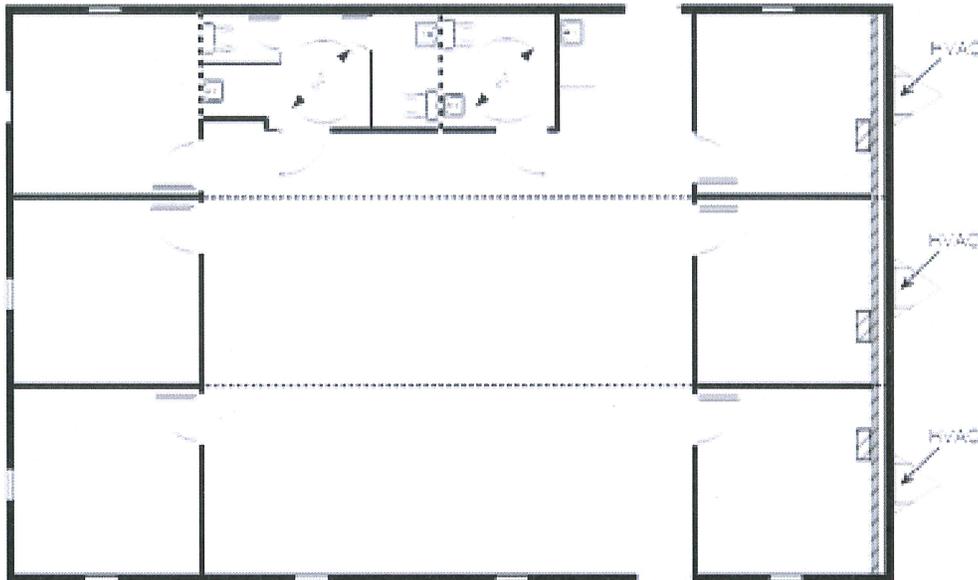
Date of Quote: 06/29/2015

Term: 36 Months



Floor Plans

Office, 36x56 DCA (Item1759)



All drawings and specifications are nominal.

Additional Information

- Quote is valid for 30 days
- A minimum cleaning charge per floor will apply for modular buildings and for containers with offices, no minimum cleaning charge applies for storage containers.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request. For lease transactions, Mobile Modular reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract.
- Security deposit and payment in advance may be required.
- Rent will be billed in advance every 30 calendar days.
- **Prices do not include applicable sales tax and personal property expense.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.
60957, 06-29-2015 01:59 PM











CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: Legal

EXECUTIVE BRIEF

TITLE:

Tolling Agreement with REG Architects and The Morganti Group

SUMMARY:

The proposed Tolling Agreement will toll the statute of limitations and parties' rights in order for the disputes arising out of the Casino Building design and construction to be resolved.

BACKGROUND AND JUSTIFICATION:

The City entered two contracts for the design and construction of the Casino Building: a design and construction phase services contract with REG Architects, Inc. (REG); and, a construction manager at risk contract with The Morganti Group, Inc. (Morganti). Subsequent to the construction, disputes arose between the City, REG and Morganti as to the City's issues with the design and/or construction of the building. Specifically, the City claims that there is defective work and/or design error or omissions that involve several components of the building including the operable doors on the second floor; the balcony on the second floor; and, certain other defects causing leaking, water intrusion and premature degradation of certain architectural features. These claims by the City resulted in the City withholding final payment from REG and Morganti.

For a period of time after construction, the City attempted to work with REG and Morganti to amicably resolve the City's claims; however, the parties could not agree on a resolution. In furtherance of an amicable resolution without filing litigation, the City requested, and REG and Morganti agreed, to attend pre-suit mediation. On May 5, 2015, the parties attended pre-suit mediation and tentatively agreed to work together with an independent, impartial third party for the design and repair of the disputed work, errors and/or omissions. In order to allow the process with the third party to progress, the parties also agreed to enter a tolling agreement to preserve their rights as they existed as of May 5, 2015.

Attached is the proposed Tolling Agreement. The Tolling Agreement continues in place until one of the parties gives notice to the other parties of its intent to initiate litigation. The tolling agreement will also expire January 5, 2016 unless further extended by the parties.

City staff is hopeful that the parties can resolve the disputes without the cost and expense of litigation.

MOTION:

I move to approve / not approve the Tolling Agreement with REG Architects, Inc., and The Morganti Group, Inc.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Tolling Agreement

TOLLING AGREEMENT

This Tolling Agreement entered into this _____ day of June, 2015, between the City of Lake Worth, a municipal corporation existing under the laws of the State of Florida ("City"), The Morganti Group, Inc. ("Morganti"), and REG Architects, Inc. ("REG").

RECITALS

A. The City entered into a contract with REG. for design and construction administration services related to the construction of the Lake Worth Casino Ballroom Project located in the City of Lake Worth.

B. Subsequently, the City and Morganti entered into a contract under which Morganti would serve as the Construction Manager "At Risk" for said Project.

C. Subsequent to the construction of the Project, certain disputes arose between the City on one hand and the Morganti and REG on the other. Those disputes include the City's claims of defective construction and/or design errors or omissions that involved several components of the building including the operable doors on the second floor ballroom and tenant space; the balcony which surrounds the second floor; and, certain other defects including, but not limited to, water leaks to tenant spaces on the first floor; inappropriate use of fasteners for the trellis/ pergola; possible water intrusion into the stucco surfaces; and, premature degradation to certain architectural features. These claims have resulted in the City withholding final payment and acceptance of the Project. Morganti and REG dispute the nature and extent of the City's claims, as well as, dispute the City's decision to withhold payment.

D. The parties hereto in an effort to resolve the claims have engaged in what is commonly known as the "558 process" and in "pre-suit mediation".

E. As a result of the "pre-suit mediation", the parties, in an effort to continue the mediation process and to resolve the claims without litigation, have begun to work on a process which could, if successful, result in the settlement of the disputes presently raised.

F. In an effort to continue the mediation process and resolution of the claims without litigation, the parties have agreed to enter into this tolling/standstill agreement which would preserve their rights as they existed on May 5, 2015.

In consideration of the foregoing Recitals and the mutual promises herein contained, the sufficiency of which is hereby acknowledged by the parties, the parties mutually agree as follows:

1. The foregoing Recitals are represented by the parties to be true and accurate and are incorporated herein by reference.

2. The parties agree to diligently and in good faith, continue the discussions initiated at mediation with the intent being the resolution of the claims that exist between the parties.

3. That as of May 5, 2015, all statutes of limitations as to any direct causes of action which may exist now or in the future by and between the parties relating to claims described above are hereby tolled in their entirety until such time as any one of the parties by notice described herein notifies its intent to terminate this Agreement.

4. Neither party, by entering this Agreement, in any way, waives any claim, rights against the other or defenses to such claims and fully reserves against the others

all claims, rights and remedies which existed as of May 5, 2015 or may exist in the future as provided by law, equity or otherwise.

5. In consideration of the foregoing, the parties also agree not to commence any litigation against the others until such party seeking to take such action gives the other parties at least thirty (30) days written notice of its intent to initiate litigation.

6. This Tolling Agreement will expire forty-five (45) days after the receipt of such notice to litigate by one or more parties to this Tolling Agreement. Forty-five (45) days after the receipt of a notice to litigate, the applicable statute(s) of limitations which was/were tolled as of May 5, 2015 will begin to run. Unless it has previously expired due to a notice to litigate, this Tolling Agreement shall expire no later than January 5, 2016. The parties may agree in writing to extend this Tolling Agreement for six (6) months by written agreement of all parties and this Tolling Agreement will again be subject to earlier expiration at the discretion of any of the parties with a notice to litigate. The City's City Manager may agree to such six (6) month extension on behalf of the City.

7. In the event of a dispute between the parties arising out of this Agreement, the venue for such proceeding shall be in a court of competent jurisdiction in and for Palm Beach County and the laws of the State of Florida shall apply.

8. Nothing herein shall modify, amend or otherwise change the terms and conditions of the contracts between the parties. The intent of this Agreement is to toll and create a standstill of any statute of limitations effective May 5, 2015 through the expiration of this Tolling Agreement as provided herein.

9. Any notice or other communication acquired or desired to be given under this Agreement will be in writing, will be addressed to the parties and their

representatives as stated below and notice shall be deemed to have been given when received if personally delivered or on the date of receipt if sent by e-mail or by certified/registered mail or overnight courier.

10. Notice to: City of Lake Worth:

- (a) City of Lake Worth
Attention: Michael Bornstein, City Manager
7 N. Dixie Highway
Lake Worth, FL 33460
- (b) City Attorney for the City of Lake Worth
Glen Torcivia, Esq. and Christy Goddeau, Esq.
Northpoint Corporate Center
701 Northpoint Pkwy., Suite 209
West Palm Beach, FL 33407-1956
christy@torcivialaw.com
glen@torcivialaw.com
- (c) Attorney for City of Lake Worth
Michael J. Kennedy, Esq.
Ciklin Lubitz & O'Connell
515 N. Flagler Drive – 20th Floor
West Palm Beach, FL 33401
MKennedy@ciklinlubitz.com

11. Notice to: REG Architects:

- (a) REG Architects, Inc.
300 Clematis Street -- 3rd Floor
West Palm Beach, FL 33401
rick@regarchitects.com
- (b) Attorney for REG Architects
Winslow D. Hawkes, III, Esq.
1463 Cades Bay Avenue
Jupiter, FL 33458
HawkesLaw@aol.com

12. Notice to: Morganti Group, Inc.

- (a) Morganti Group, Inc.
Attention: Gerry Kelly
1450 Centrepark Blvd., Suite 260

West Palm Beach, FL 33401

(b) Attorney for Morganti Group, Inc.
Robert A. Carlson, Esq.
100 N. Biscayne Boulevard – Suite 605
Miami, FL 33132

Entered into this _____ day of June, 2015 by:

CITY OF LAKE WORTH:

MORGANTI GROUP, INC.

By: _____
Pam Triolo, Mayor

By:  _____
Gerry Kelly, Sr. Vice President

ATTEST:

By: _____
Pam Lopez, City Clerk

By: _____
Robert A. Carlson, Attorney

Approved as to form and legal sufficiency:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Michael J. Kennedy, Esq.

REG ARCHITECTS, INC.

By: _____
Rick Gonzalez, President

By: _____
Winslow D. Hawkes, III, Attorney



CITY OF LAKE WORTH

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

AGENDA DATE: July 14, 2015, Regular Meeting

DEPARTMENT: City Commission

EXECUTIVE BRIEF

TITLE:

Designate a voting delegate for the business meeting during the 2015 Florida League of Cities 89th annual conference on August 13-15, 2015 in Orlando, Florida

SUMMARY:

This item is to select a voting delegate for the Florida League of Cities' Annual Business Meeting held during their annual conference in Orlando, Florida on August 13-15, 2015.

BACKGROUND AND JUSTIFICATION:

Annually, the Florida League of Cities holds a conference to provide opportunities for networking among officials from across the state as well as conducting the annual business meeting. Numerous presentations and panel discussions help officials stay current on important issues affecting local government. Especially important is staying familiar with activities and actions of the Florida State government. Attendees engage in discussing specific problems with their peers, identifying solutions and sharing ideas. This year, the Florida League of Cities will be celebrating "Florida Cities, a Public Conversation," which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively. A voting delegate needs to be appointed to represent the City during the business meeting. On July 1st, 2014, the City Commission appointed Vice Mayor Scott Maxwell to serve as the serve as the voting delegate. The funding for one delegate was approved in the Fiscal Year 2015 budget.

MOTION:

I move to appoint _____ as the voting delegate for the Florida League of Cities Annual Business Meeting at the Florida League of Cities annual conference on August 13-15, 2015 in Orlando, Florida.

ATTACHMENT(S):

Fiscal Impact Analysis

Florida League of Cities 89th Annual Conference information

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	5,565.00	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	5,565.00	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

City Commission		FY 2015 Florida League of City Annual Conference			
Account Number (s)	Account Description (s)	FY 2015 Budget	Current Balance	Agenda Expenses	Remaining Balance
001-1010-511-40-10	Training & Registration	8,000	1,891	(1,785)	106
001-1010-511-40-20	Lodging & Transportation	19,500	11,831	(3,780)	8,051

C. Department Fiscal Review: SD

Registration Information



FLORIDA LEAGUE OF CITIES 89TH ANNUAL CONFERENCE

August 13-15, 2015

World Center Marriott • Orlando, FL

Paid registration is required to receive housing information, so sign up early! See page 10 for details.

**Hotel Registration Deadline:
July 22, 2015**

**Conference Registration
Deadline: July 31, 2015**

#FLC2015



President's Invitation to the Florida League of Cities 89th Annual Conference



Dear Friends:

The 89th Annual Conference of the Florida League of Cities will be held August 13-15, 2015, at the Orlando World Center Marriott Hotel in Orlando. This year's conference theme — **Florida Cities: A Public Conversation** — will explore, among many other areas of interest, the importance of public input and public access within cities. This year's theme will inspire you to find new ways to interact with the public. These three days will be packed full of educational opportunities!

The many workshops scheduled throughout the conference will provide information that we as city officials can use as we serve our cities and citizens. The general sessions with powerful keynote speakers will be thought-provoking. And, the timely information provided through the workshops and special participants from the state and national levels will be invaluable.

The schedule includes nationally recognized speakers. **John F. Harris** is co-founder and editor-in-chief of *POLITICO*, one of the country's most-visited news sites garnering national and international attention. **Pete Peterson** is executive director of the Davenport Institute for Public Engagement and Civic Leadership at Pepperdine's School of Public Policy, a self-described "think-and-do-tank." We are also excited to hear from NLC President **Ralph Becker**, of Salt Lake City, Utah.

This conference will also set the FLC legislative priorities for next year. With the 2016 legislative session starting in January, the League's five legislative policy committees will be finalizing their legislative priority issues at this conference. The League's membership will then vote on the 2016 Legislative Action Agenda at Saturday's Business Session on August 15. I encourage you to join us as cities set the stage for the next legislative session.

We are very excited about this year's conference and hope you'll plan to attend. Sharing information is vital to our growth and success as city officials for Florida's 411 municipalities. I look forward to seeing you in Orlando as we engage in **A Public Conversation** — and strengthen our cities through networking, idea exchange and continued educational opportunities.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Surrency". The signature is fluid and cursive.

Matthew Surrency, FLC President
Mayor, City of Hawthorne



General Information

The League's 2015 Annual Conference will explore the ways city officials interact with their communities and provide valuable tools to help them better serve the unique needs of their residents.

The conference schedule is full of topical workshops, engaging speakers and networking opportunities that will allow you to explore these issues.

Location/Dates

World Center Marriott - Orlando, Florida
Thursday, August 13 - Saturday, August 15, 2015

Registration Hours

Thursday, August 13.....7:30 a.m. - 7:00 p.m.

Friday, August 14.....7:00 a.m. - 5:00 p.m.

Saturday, August 15.....8:00 a.m. - 4:00 p.m.

Registration Fees

City/County/Government (\$455), **Corporate** (\$595) and **Guest** (\$125): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official, or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass (\$20): This pass allows family members and guests who are not registered for the conference to access all events in the exhibit hall on Thursday afternoon, Thursday evening and Friday morning, as well as Friday's membership networking event. **The pass is not good for any other conference events, and is not equivalent to a registration.**

Youth Council Program (\$50): This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 13 for details and registration information.

Deadlines

Registration - Conference registration forms must be received on or before **Friday, July 31, 2015**. If you are unable to meet this deadline please register on-site. **NOTE: Registration fees will increase to \$485 for government and \$625 for corporate registrants for all registrations done on-site**, so we encourage you to register in advance.

Hotel Reservations - The cut-off date for reservations at the Marriott is **July 22, 2015**. Reservations must be made via an FLC-provided security code only; no one will receive housing information until **after** their **paid** registration is received. Please see page 10 for more details.

Cancellation Policy

Conference registration cancellations must be done in writing by email, fax or mail to ***mhowe@flcities.com***; fax (850) 222-3806; or **Florida League of Cities, Inc., P.O. Box 1757, Tallahassee, FL 32302-1757**. All cancellations received in the FLC office by 5:00 p.m., **Friday, July 31, 2015**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference.

Hotel deposits will be refunded only if the hotel is given notification no later than **72 hours** prior to the scheduled arrival date.

Special Needs

If you are physically challenged and require special services, or if you have special dietary needs (i.e. allergies or Kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

FLC Bookstore

John Harris is the author of several books, which will be available in a “bookstore” open during the conference. He will also be available for a book signing after his presentation.

Continuing Education Credit

Some of the conference’s educational sessions may be eligible for continuing education credit through the Florida Bar and/or the Florida Board of Accountancy. It is the attendee’s responsibility to submit these hours for approval. The FLC will provide sign-in sheets at each session and will send certificates of attendance to all delegates who complete the sign-in sheets.

Live Feeds via Twitter and Facebook

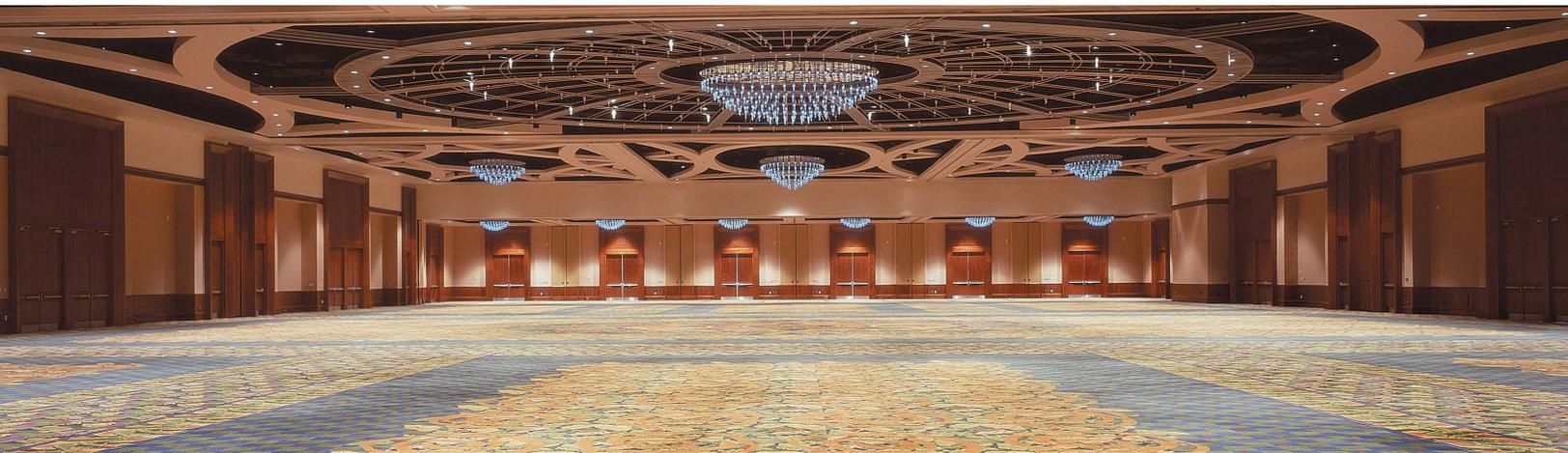
The League will be offering live updates via Twitter and Facebook during the conference. Follow the League at www.twitter.com/flcities or become a fan of the League on Facebook to participate. Use the hashtag **#FLC2015**.

Thursday is City Shirt Day!

We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 13**.

Contact Information

For additional information, please contact Melanie Howe at *mhowe@flcities.com*; (850) 222-9684; fax: (850) 222-3806; or write to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757



Tentative Program

Workshop Topics

We are planning a variety of informative workshops to provide you with the tools to help your city navigate the current economic, technological and political landscape. The specific workshop schedule will be posted to our website as soon as it is available, so check for updates! Topics being considered include:

- Avoiding Public Records Lawsuits
- Best Practices for Economic Development
- Civic Engagement
- Council-Manager Relations
- Local Police/Firefighter Pension Changes
- Social Media and Public Records
- Tech Startups Showcase: Revolutionizing the Business of Government
- Update on Takings and Property Rights Laws

Thursday, August 13, 2015

7:30 a.m. - 7:00 p.m.

Registration Desk Open

8:00 a.m. - 9:00 a.m.

Florida League of Mayors Nominating Committee Meeting

8:00 a.m. - 12:00 p.m.

Continuing Education in Ethics: Are Your Hours Done?

Florida's municipal elected officers are in their first calendar year of the state requirement of four specific hours of continuing education. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, F.S.), one hour of public meetings (Chapter 286, F.S.) and one hour of public records (Chapter 119, F.S.). If your hours are completed, this is a good refresher class.

NOTE: You must be registered for the full conference to attend this session.

11:30 a.m. - 12:30 p.m.

Florida League of Mayors Business Meeting

For more information, contact Jenny Anderson at (850) 222-9684.

12:30 p.m. - 7:30 p.m.

Municipal Marketplace Open

12:00 p.m. - 5:00 p.m.

Connect and Recharge at the Technology Center

Back by popular demand, the Florida League of Cities Technology Center is ready to help you connect and recharge! Are you without your own mobile device? Want to view the Internet on a larger screen? The Florida League of Cities Technology Center provides you the perfect place to get online access with PCs and staff to assist you. The Technology Center will also feature a charging station for your personal devices. Please note that children must be supervised while in this area.

12:30 p.m. - 1:30 p.m.

Florida League of Mayors Board of Directors Meeting

1:00 p.m. - 3:00 p.m.

"Cities 101" Workshop

If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, services and governing challenges will be discussed. This is a prequel to the popular Institute for Elected Municipal Officials, but is not a substitute for the three-day IEMO class.

1:00 p.m. - 3:00 p.m.

Legislative Policy Committee Meetings

- Energy, Environment and Natural Resources
- Finance, Taxation and Personnel
- Growth Management and Economic Affairs
- Transportation and Intergovernmental Relations
- Urban Administration

Thursday, August 13, 2015 (cont.)

3:15 p.m. - 5:15 p.m.

SOGAM: A Practice in Citizen Engagement

Have you visited the city of SOGAM? It is a typical Florida municipality, and its residents might seem much like yours. This “back-by-popular-demand” workshop was designed by **Dr. Scott Paine** and features some best practices in citizen engagement along with some not-so-effective techniques. Join your colleagues for a lively, interactive experience in listening, speaking and successfully engaging the public.

3:15 p.m. - 5:15 p.m.

Are You Ready for Social Networking? From Facebook to Florida Statutes

Led by a representative from Facebook, discover how other cities are using social media to successfully engage their communities in interactive two-way conversations. Attendees will also hear from a legal expert who will review the Sunshine and Public Records laws as they relate to the use of Facebook, Twitter and other social media by city officials.

4:00 p.m. - 5:00 p.m.

International Relations Committee Meeting

5:15 p.m. - 6:00 p.m.

First-Time Attendees' Orientation

If this is your first FLC Conference - **Welcome!** This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional league, FLC legislative policy committees and other municipal services.

6:00 p.m. - 7:00 p.m.

President's Welcome Reception in Municipal Marketplace

Friday, August 14, 2015

6:30 a.m. - 8:00 a.m.

5K Fun Run

See page 9 for full details.

7:00 a.m. - 8:30 a.m.

Florida Black Caucus of Local Elected Officials Breakfast

To be eligible to attend, a membership application and paid dues must be submitted. Membership applications can be obtained at www.fbc-leo.org. For more information regarding FBC-LEO, visit their website.

7:00 a.m. - 9:00 a.m.

Continental Breakfast in Municipal Marketplace

7:00 a.m. - 1:15 p.m.

Municipal Marketplace Open

7:00 a.m. - 5:00 p.m.

Registration Desk Open

8:00 a.m. - 9:00 a.m.

Workshops

8:00 a.m. - 5:00 p.m.

Technology Center Open

See page 4 for more information.

8:30 a.m. - 10:30 a.m.

Resolutions and Legislative Committee Meetings

9:15 a.m. - 10:30 a.m.

Workshops

Friday, August 14, 2015 (cont.)

10:45 a.m. - 12:15 p.m.

Opening General Session



Featuring the presentation of the E. Harris Drew Municipal Official Lifetime Achievement Award and a keynote presentation by **Pete Peterson**.

Pete Peterson is executive director of the Davenport Institute for Pub-

lic Engagement and Civic Leadership at Pepperdine's School of Public Policy. A self-described "think-and-do-tank," the Institute's mission is to support and promote greater civic participation in policymaking through training, consulting and grant making. Along with teaching a class on the subject at Pepperdine, Peterson co-developed the seminar "Public Engagement: The Vital Leadership Skill," which has been offered to more than 1,000 public sector leaders in the last five years. He's also consulted on many participatory governance projects throughout California on issues ranging from budgets to water policy. The Institute also covers the growing "Gov2.0" field (the intersection of government and technology) through its "Gov2.0 Watch" blog, and the training program, "Gov2.0: What Public Leaders Need to Know."

Peterson serves on the advisory boards of California's Institute for Local Government, and the University Network for Collaborative Governance, as well as the DaVinci Charter Schools in Hawthorne, California. Prior to his work in civic participation, Peterson worked in the printing/graphics industry for 15 years. He earned his Bachelor of Art in History from George Washington University and his Master in Public Policy from Pepperdine's School of Public Policy. He was the 2014 Republican nominee for California secretary of state.

11:15 a.m. - 12:00 p.m.

Workshops

12:15 p.m. - 1:15 p.m.

Sidewalk Café in Municipal Marketplace (Cash Sales)

12:15 p.m. - 1:15 p.m.

Women Elected to Municipal Government Luncheon

Luncheon by invitation only. If you do not receive your invitation, please contact WEMG at contact@wemg.org. See letter on page 15 for details.

1:30 p.m. - 2:30 p.m.

Workshops

2:45 p.m. - 4:00 p.m.

Workshops

4:15 p.m. - 5:30 p.m.

Workshops

6:00 p.m. - 7:00 p.m.

Membership Networking Event

Evening Open

Saturday, August 15, 2015

7:30 a.m. - 8:45 a.m.

Various Local/Regional League Breakfast Meetings

Contact your local league for more information.

7:30 a.m. - 4:00 p.m.

Registration Desk Open

8:00 a.m. - 5:00 p.m.

Technology Center Open

See page 4 for more information.

8:30 a.m. - 9:00 a.m.

Voting Delegate Registration Open

8:30 a.m. - 4:30 p.m.

Youth Council Program

See page 13 for details and registration information.

9:00 a.m. - 10:45 a.m.

Annual Business Meeting

Saturday, August 15, 2015 (cont.)

11:00 a.m. - 12:30 p.m.

Second General Session

Featuring the Years of Service recognitions, a special presentation by NLC President **Ralph Becker** and a keynote address by **John Harris**.



Salt Lake City **Mayor Ralph Becker** is the popular, two-term mayor of Utah's Capital City. He was elected in 2007 and re-elected in 2011 by a wide margin. A visible and highly regarded national leader among U.S. mayors, Becker currently serves as president of the National League of Cities and recently completed work as one of a small group of municipal leaders on the White House Task Force on Climate Preparedness and Resilience.

As mayor, he has been an advocate for expanding Salt Lake City's mobility and transportation options, sustainability, equality, social justice and enhancing the artistic and cultural life of the city. During the great recession (which began the year he took office), Becker led Salt Lake City government in addressing the largest budget gap in the city's history without raising taxes, reducing core city services or implementing significant layoffs.

Becker's administration has also built a reputation for its strong emphasis on social justice, human rights and achieved landmark legislation aimed at protecting the rights of the city's LGBT community.

During his time in office, Becker has led Salt Lake City in the passing of Utah's first non-discrimination ordinance and created the state's first mutual commitment registry, to recognize and extend benefits to domestic partners. In December 2013, when gay marriage briefly became legal in Utah, Becker enthusiastically officiated for 35 couples who were married on the first day. And, in October 2014, helped lead the celebration of the U.S. Supreme Court action that resulted in legalizing same-sex marriage in Utah for the foreseeable future.

Before serving as the chief executive of Salt Lake City, Becker was a member of the Utah House of Representatives, highlighted by five years as the House Democratic Leader. Becker is currently the president of the National League of Cities, where he advocates on behalf of more than 19,000 local governments. Away from work, Becker is an avid outdoorsman who seeks as much time in Utah's wildlands as he can find. He and his wife Kate can often be found backcountry skiing, hiking, camping and running rivers.



John Harris is the co-founder and editor-in-chief of *POLITICO*, the must-read newspaper and website for D.C. power-players. Since its launch in January 2007, *POLITICO* has become one of the country's most-trafficked news sites and has drawn widespread attention nationally and internationally for its efforts to create a new editorial and business model to sustain robust journalism in an era of radical change for the media industry.

Harris keeps a keen eye on the way technology is accelerating the spread of information, political cycles, and the public's expectations for change. He is passionate about journalism and news media, but realizes *POLITICO* cannot stay complacent as a physical paper or even a website. There is always the question of "what's next."

Harris ensures that *POLITICO* maintains journalistic integrity and the traditions of an old-guard newspaper while taking advantage of new media and technology streams. Well briefed in today's biggest issues, he was in the *Telegraph's* list of most influential Washington journalists and *GQ's* list of the most influential people in Washington. An inside source for political context, behind-the-scenes play by play, and the human drama that animates politics, Harris is steadfast in his goal of getting to the root of how Washington really works.

Saturday, August 15, 2015 (cont.)

12:30 p.m. - 2:15 p.m.

Past Presidents' Luncheon and Installation of New President

2:30 p.m. - 4:00 p.m.

Workshops

3:45 p.m. - 5:00 p.m.

Networking Roundtables

6:00 p.m. - 10:00 p.m.

Childcare Provided

Pre-registration required. See enclosed form to register.

6:30 p.m. - 9:30 p.m.

Inaugural Celebration - FLC University: At the Student Union

It is time for some fun....an evening at the student union! Join your fellow League "students" as we travel through time to enjoy fellowship, fun, games and good food at the FLC University Student Union! You'll have a great time shooting hoops on the basketball court; enjoying the jukebox and a soda at the Sock Hop Café; making commemorative "university" goodies to take home; spending a little time in the "dorm" playing retro and current arcade games; or tailgating to celebrate the big event. We'll see you at the union! Don't forget your favorite time T-shirt or jersey — wear your school colors and show your school pride!!!

Schedule and speakers subject to change.

Top Reasons to Attend the Florida League of Cities 89th Annual Conference in Orlando:

Meet with colleagues and friends from around the state and exchange ideas and solutions.

Learn how to use technology and social media to the benefit of your city.

Discover innovative ways to expand services and save tax dollars.

Visit the Municipal Marketplace exhibits to get information to solve your city's problems.

Gain inside information on the 2015 legislative session and find out the legislative priorities for 2016.

Bring value back to your municipality as your return home a reenergized, renewed, educated and informed official.

THE FLORIDA LEAGUE OF CITIES ANNUAL CONFERENCE!

BE THERE!



Additional Activities

Off-Site and Children's Activities

The Marriott provides a professional concierge desk to answer all questions regarding what to do, where to dine and how to get there, as well as brochures on area attractions, shopping and restaurants. The Marriott also offers a wide range of children's activities that changes daily. For complete information, contact the Marriott at (407) 239-4200 or visit their website at www.marriottworldcenter.com.

Second Annual FLC 5K Fun Run

We will be holding the **Second Annual Florida League of Cities 5K Fun Run** on **Friday, August 14 at 6:30 a.m.** The run will take place on the grounds of the Marriott World Center's golf course and is open to everyone participating in the conference. This will be a "fun run" and will not be a timed event. There is no charge for the event, **but pre-registration is required** (see main registration form). All participants will receive a T-shirt and water bottle. Light refreshments will be provided after the race. So come on out and start your morning off right with a FUN RUN and great company!

Saturday Night Childcare

Childcare services will be available on **Saturday, August 15, from 6:00 p.m. until 10:00 p.m.** during Inaugural Event. This service, provided by the League through Sitter Solutions, will be offered at no charge, but pre-registration is required.

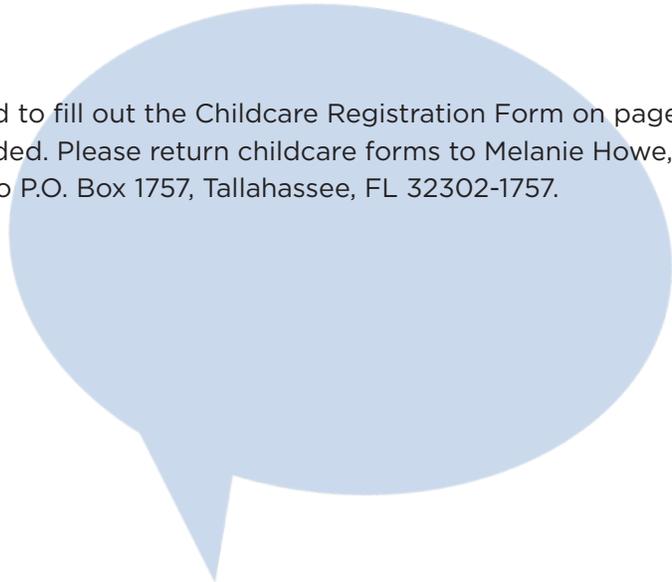
The League will provide pizza, popcorn and drinks. Sitter Solutions will provide quality childcare with loads of activities and games. Toys will be provided for children 1-3 years old, as well as videos for quiet time. Pillows and blankets will also be available. This service is licensed, bonded, insured and CPR trained, and there is no cost to you.

Agenda

6:00 p.m. - 6:30 p.m.....	Registration
6:30 p.m. - 7:30 p.m.....	Dinner
7:30 p.m. - 10:00 p.m.....	Activities
10:00 p.m.....	Closes

Please be sure to pick up your child by 10:00 p.m.

In order for us to provide this service, you will need to fill out the Childcare Registration Form on page 14 so we can determine how many sitters will be needed. Please return childcare forms to Melanie Howe, mhowe@flcities.com, fax (850) 222-3806 or mail to P.O. Box 1757, Tallahassee, FL 32302-1757.



Conference Housing Information

The **World Center Marriott** will serve as the conference hotel. It is located at 8701 World Center Drive in Orlando. The resort phone is (407) 239-4200. (**NOTE:** Reservations may be made via an FLC-provided security code only. Please **do not** call the resort to make reservations until you receive this code, which will be provided with your **paid** registration.) FLC has secured the reduced rate of \$5 per day for self-parking, and \$14 per day for valet parking.

Located on 200 lush acres only minutes away from Orlando's main attractions, the Marriott features championship golf, award-winning cuisine and an exquisite spa. There are multiple restaurants and lounges, a lagoon pool and lots of activities for the family. Visit the hotel's website at www.marriottworldcenter.com for more details.

NOTE: The Marriott is a smoke-free property.

Directions

From Interstate 4: Exit 67 - hotel will be on the left.

From the Airport: Take south exit out of the airport to 417. Take 417 south to Exit 6, go straight at the light, cross 535 and the hotel will be on the right.

Room Reservations - IMPORTANT - PLEASE READ

To protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via email. (If you do not have an email address, we will mail or fax the information to you.)

NOTE: If you register online, but choose to mail in your check, you **will not** receive your housing information until your registration is **paid**.

Please note that the reservation cut-off date at the Marriott is **July 22, 2015**, and the rate is **\$171/night**. It is important that you register for the conference early so you have plenty of time to make your reservations.

Availability is on a first-come, first-served basis.

Remember that we are unable to guarantee reservations for anyone, nor the exact date on which the hotel block will sell out, **so please register early.**



Conference Registration Information

Email, Fax or Mail Registrations

Use the enclosed registration form to register for the conference. Register early to avoid delays. Email or fax your registration with Visa or MasterCard payment as directed at the top of the form, or mail your registration with payment to the address at the top of the form. No purchase orders or telephone registrations will be accepted.

Online Registration

You can register online by accessing the Florida League of Cities' website at www.flcities.com. Simply fill out the online application, select your method of payment and your application will automatically be sent to the Florida League of Cities. For your convenience, the costs for all registration choices are automatically totaled for you.

Remember: A user name and password are required to access online conference registration. If you need help logging-in, please contact Melanie Howe at (850) 222-9684.

If you register online there are two payment options. You can send your registration fees by check to the Florida League of Cities. **(NOTE: You are not registered until we receive your payment and you will not receive your housing information until your registration is paid.)** Or, you can simply pay online with your Visa or MasterCard. Registrations submitted and paid online via credit card will automatically be marked as paid and you will receive your conference confirmation immediately via email! Conference confirmations include your registration information, totals and registration number for your reference. **Please check your confirmation carefully to verify that all information is correct. Please inform the League immediately of any errors.**

Registration Fees

The registration fees for the 2015 Annual Conference are:

City/County/Government.....	\$455.00*
Corporate.....	\$595.00*
Guests.....	\$125.00
Guests (3-12 years).....	\$15.00
Guests (13-18 years).....	\$20.00
Exhibit Hall Pass.....	\$20.00
Extra Luncheon Ticket.....	\$40.00
Extra Inaugural Celebration Ticket.....	\$50.00
Youth Council Program.....	\$50.00

*Registration fees will increase to \$485 for government and \$625 for corporate registrants for all registrations done on-site.

**See page 2 for complete details on registration fees.

2015 FLC Annual Conference Registration Form

August 13-15, 2015 | World Center Marriott | Orlando

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | (850) 222-9684 | Fax (850) 222-3806 | mhowe@flcities.com

DELEGATE INFORMATION

Name: _____ | _____ | _____
First M.I. Last

First Name or Nickname: _____
As You Wish to Appear on Badge

Title: _____ Affiliation: _____
City, County, Government or Company

Mailing Address: _____
Note: If you will be paying with a credit card below, please use the billing address for that card.

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address (for confirmations): _____
Please provide the address of the person who should receive the confirmation.

First-Time Attendee? Yes No Contact Person: _____

GUEST INFORMATION (Please complete only if registering a guest for the conference.)

Guest's Name: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

REGISTRATION FEES	NO.	FEE	TOTAL FEE
City/County/Government	___ @	\$455.00*	\$ _____
Corporate	___ @	\$595.00*	\$ _____
Guest	___ @	\$125.00	\$ _____
Guest (13-18 years)	___ @	\$20.00	\$ _____
Guest (3-12 years)	___ @	\$15.00	\$ _____
Exhibit Hall Pass	___ @	\$20.00	\$ _____

OPTIONAL ACTIVITIES	NO.	FEE	TOTAL FEE
5K Fun Run T-shirt Size? _____	___ @	\$0.00	\$ _____
Extra Inaugural Celebration Ticket	___ @	\$50.00	\$ _____
	Total		\$ _____

***Note: Registration fees will increase to \$485 for government and \$625 for corporate for all registrations done onsite.**

SPECIAL NEEDS

If you require special services, or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757. Registration forms must be postmarked by **July 31, 2015**.

Remember: You will not receive housing information until we have received your **PAID** registration.

EMAIL OR FAX REGISTRATION

Registration forms with Visa or MasterCard payments can be emailed to mhowe@flcities.com or faxed to (850) 222-3806.

CANCELLATION POLICY

All cancellations received in writing via email or fax to **mhowe@flcities.com** or **(850) 222-3806** and received by 5:00 p.m., **July 31, 2015**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after July 31 or for early departure from the conference.**

CREDIT CARD INFORMATION

Credit Card type: MasterCard Visa
 Number: _____ Exp. Date: _____
 Account Name: _____
 Signature: _____

2015 Florida League of Cities Youth Council Program

Saturday, August 15, 2015 | 8:30 a.m. - 4:30 p.m.

We are pleased to invite youth councils from throughout the state to participate in the annual conference. Attendees will learn about issues facing municipalities across the country and have the opportunity to network with other Florida youth councils.

The registration fee for this program is **\$50** per person and includes the keynote presentation during Saturday's general session, lunch and youth-targeted presentations. **For more information please contact Sharon Berrian at (850) 222-9684.**

Please complete one form per youth council. The form may be duplicated if you are registering more than six people.

Youth Council Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ FAX: _____

Email: _____

Name: _____ Student Chaperone

Registration Fee = \$50.00* per person if received by Friday, July 17, 2015

***NOTE:** This fee increases to **\$60.00** if received after Friday, July 17, 2015. The final deadline for registration is **Friday, July 24, 2015**. Absolutely no registrations will be accepted after this date.

Total Amount Enclosed: \$ _____

Method of Payment: Check (payable to **Florida League of Cities**) Visa MasterCard

Card #: _____ Exp. Date: _____

Billing Address (If different from above): _____

Cardholder's Name: _____ Cardholder's Signature: _____

Mail checks to: **Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302**

Fax Visa or MasterCard payments to: **(850) 222-3806, Attn: Robert Pittman**

Email Visa or MasterCard payments to: **rpittman@flcities.com**

Youth council registration cancellation must be done in writing via email to sberrian@flcities.com or fax to (850) 222-3806. All cancellations received in the FLC office by 5:00 p.m., **Friday, July 31, 2015**, will receive refunds. Refunds will be issued after the conference.

Saturday Night Childcare Form

Saturday, August 15, 2015 | 6:00 p.m. - 10:00 p.m. | World Center Marriott | Orlando



Sitter Solutions, Inc.
Pre-Registration Form

Parent Name: _____ Phone () _____
 Address: _____ Cell Phone: _____
 City: _____ State: _____ Zip/Postal Code: _____

Please list each child's name, age and any allergies or special needs as indicated below.

Child Name	Age	Allergies/ Special Needs

Who is authorized to pick up your child?

Name: _____	Relationship: _____
Name: _____	Relationship: _____

1. The undersigned parent/guardian, for himself or herself, and his or her heirs, successors and/or assigned, hereby releases, acquits and fully discharges, Sitter Solutions and their respective shareholders, officers, directors, agents, employees, representatives, predecessors, successors and assigns from any and all claims, suits, sums of money, judgments, executions, damages, losses, expenses of any kind including without limitation, court demands, causes of actions and rights whatsoever, known or unknown contingent or otherwise, that parent, guardian or child might have, in whole or in connection with directly or indirectly, in the provision of child care services and or any use by parent/guardian or their children at such facility.
2. Parent/guardian may not bring toys, jewelry, valuables or medications into child care facility. Sitter Solutions, Inc. will not be responsible for such items and will not administer medication of any kind.
3. Parent/guardian warrants that the child has no allergies or disabilities, which have not been noted above.
4. This agreement shall be interpreted and construed under and in accordance with the laws of the State of Florida.
5. I hereby grant permission for Sitter Solutions, Inc. to take whatever steps necessary to obtain emergency medical care if warranted. If the parent cannot be reached emergency personnel will be called.
6. I hereby give permission for photographs/video to be taken of my child (ren) while attending a Sitter Solutions, Inc. children's convention. These photographs/video may be used for Sitter Solutions, Inc.

This will serve as my authorization to Sitter Solutions, Inc.

Signature Relationship

For more information, call Sitter Solutions, Inc. at
813-900-0927



Women Elected to Municipal Government in Florida

Dear Members, Conference Guests and Spouses:

We invite you to join with us at our Annual Luncheon being held during the Florida League of Cities Conference, at the World Marriott Resort in Orlando, Florida. This event will be on Friday, August 14th from 12:15 to 1:15 pm. We will also be holding our Annual Meeting on the same day from 5:00pm – 6:00pm

The annual luncheon is designed to encourage fellowship and networking amongst our members and guests, and increase awareness about the organization for non-members. Each year, we have a keynote address by a woman that has risen to the top of her chosen career and is making a significant difference in her community.

To reserve your place please complete the form below and mail it to the address shown below together with your check for \$40 (Member rate) or \$45 (Non-Member rate) payable to Women Elected to Municipal Government or WEMG. We must have your reservation by August 5th. If you would like to pay your membership at this time please feel free to do so. The membership fee is \$30.

We look forward to having you join us for lunch and our annual meeting on August 14th!

Sincerely,

Stephany Eley

President, Women Elected to Municipal Government

Reservation Form Clip and return with your check to the address below

Name _____

Title if Elected Official _____

City _____

Mailing Address _____

City, State and Zip Code _____

Luncheon Payment: Member Rate \$40 _____ Non - Member Rate \$45 _____

Membership Fee Payment or Renewal \$30 _____

Email Address _____

Luncheon Registration c/o Susan Adams, Treasurer

100 S Pine St, Fellsmere, FL 32948

Email: contact@wemg.org

Web site: www.wemg.org



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, AUGUST 04, 2015 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Reverend Frederick James Sr. , Grant Chapel AME Church
3. **PLEDGE OF ALLEGIANCE:** Vice Mayor Scott Maxwell
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Recognition of PBSO Captain Rolando Silva
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. xx-2015 - interlocal agreement for the membership expansion of the Palm Beach Metropolitan Planning Organization (MPO)
 - B. Approve first amendment to RTT Benny's Lease
10. **PUBLIC HEARINGS:**
11. **UNFINISHED BUSINESS:**
12. **NEW BUSINESS:**
 - A. Amendment 5 to the Law Enforcement Services Agreement with the Palm Beach County Sheriff's Office through September 30, 2016

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:

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.