



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, AUGUST 18, 2015 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Father Quesnel Delvard, Sacred Heart Catholic 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. Downtown Jewel Neighborhood Association update
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
 - A. City Commission Work Session - July 30, 2015
 - B. City Commission Meeting - August 4, 2015
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Amendment #7 to Contract with Hy-Byrd, Inc. for building plans review and inspections services for Fiscal Year 2016
10. **PUBLIC HEARINGS:**
 - A. Ordinance No. 2015-06 - Second Reading and Public Hearing - increase Business Tax Receipt rates by five percent (5%)
 - B. Ordinance No. 2015-07 - Second Reading and Public Hearing - Interlocal Service Area Boundary Agreement with the County

Agenda Date: August 18, 2015 Regular Meeting

- C. Ordinance No. 2015-08 - Second Reading and Public Hearing - allow future municipal election date changes in the event of any countywide or statewide election in March

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

- A. Program to provide Health, Vision, Dental, Life Insurance, Short Term Disability, and Long Term Disability program coverage for Fiscal Year 2016
- B. Agreement with Manson Bolves Donaldson PA for legal services

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. September 1, 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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AGENDA DATE: August 18, 2015, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Downtown Jewel Neighborhood Association update

SUMMARY:

Mr. Jon Faust, Downtown Jewel Neighborhood Association President, will advise the Commission on activities in the neighborhoods.

BACKGROUND AND JUSTIFICATION:

At the City Commission meeting on July 20, 2010, the City Commission requested that all neighborhood associations provide an update. The last update from the Downtown Jewel Neighborhood Association was on February 11, 2014.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

**MINUTES
CITY OF LAKE WORTH
CITY COMMISSION
WORK SESSION
JULY 30, 2015 – 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:01 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, Assistant City Attorney Christy Goddeau, and City Clerk Pamela Lopez.

2. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Vice Mayor Scott Maxwell.

3. UPDATES/FUTURE ACTION/DIRECTION:

A. Lake Worth Beach Complex, Casino Building Vacant Space and Municipal Pool Invitation to Negotiate (ITN)

Mayor Triolo announced that the purpose of this work session was to hear presentations from the Invitation to Negotiate (ITN) responders. She said the public would have an opportunity to ask specific questions both in verbal and written format to the presenters. She asked that questions to the presenters be directed towards her.

Comments/requests summaries:

1. Commissioner McVoy requested the public be allowed to offer their comments in addition to questions.
2. City Manager Bornstein commented that the purpose of this meeting was to hear from the proposers. There would be opportunities for the public to comment during the lengthy process. The intent of the Commission was to hear directly from the presenters in a public forum and ask questions to each proposers. This intent was expanded to allow questions from the public.
3. Vice Mayor Maxwell commented that he liked the idea of hearing questions from the public.

4. Commissioner Maier supported allowing the residents two minutes to make a comment. He said the Commission was here to hear the publics' statements.

City Manager Bornstein explained that there were staff vacancies, the Leisure Services Department was running the Casino Ballroom on a shoe string, and there were shortfalls in the Beach Fund. Administration did too good of a job making the Casino Ballroom operations look easy, but administration was obligated to balance the budget. The Beach Fund was balanced with inadequate staffing. He said the Casino Ballroom was operating with one person; there was no adequate storage or staff office; the maintenance crew was doing the best they could day to day; and staff had made it work, which gave the impression that it was running good. There were certain issues not being taken care of. He said he came up with the suggestion to use the Invitation to Negotiate (ITN) process; explained that the City received many proposals for the beach casino/pool/ballroom areas, and the ITN process was allowed by the State in order to receive creative ideas and provide for a negotiation process. He commented that the ITN Selection Committee members were tough and the process allowed for the comparison of apples to oranges. The ITN allowed for a flexible process and was intended to bring the best proposals forward. He said this process began in October 2014, and staff was looking for direction from the Commission.

Assistant City Attorney Goddeau said the ITN Selection Committee made the following three recommendations to the Commission:

1. The City Commission direct staff to develop a Request for Qualifications (RFQ) for a qualified firm to prepare a traffic/development impact study with related evaluations in order to discern viable levels of development and intensity of uses at the beach;
2. During the budget process, the Commission hold a separate workshop on the Beach Fund in order to address policy decisions that must be made for the Fiscal Year 2016 Beach Fund budget; and
3. The City Commission continue negotiations with Anderson & Carr (on behalf of Oceanside Bar and Grill) for the lease of the upstairs vacant space at the Casino Building and management/lease of the ballroom.

She said the Commission could either accept, reject, or recommend something different.

Comments/requests summaries:

5. Commissioner McVoy commented that the process was flawed from the beginning instead of going out to the community and asking them what they wanted. He said he would strenuously object to anything that was presented without holding public charrettes.
6. Vice Mayor Maxwell recommended the Commission choose their words carefully and not refer to the ITN as the beach. The issue was the building and not the beach. He said the issue about using the ITN process was voted on and approved by the Commission during a public meeting.

Hudson Holdings

Steven Michael, Hudson Holdings, said they specialized in urban development. In September Hudson Holdings responded to an ITN for the Lake Worth Beach Complex, Casino Building Vacant Space and Municipal Pool. He proposed a restaurant, use of the Casino Ballroom, and modernization of the municipal pool. He commented that his proposal would improve the site and increase parking at no additional cost to the taxpayers. He said his current proposal was 22,000 square feet.

John Szerdi, Hudson Holdings, explained in detail that their ITN objective was for:

- 13,000 sq. ft. of first floor mix retail and restaurant area;
- 7,000 sq. ft. of second floor ballroom space;
- Public covered outdoor cabana area seating;
- New public pool with pool deck;
- Dedicated swim lanes, exercise area, and separate kiddie pool;
- Plus or minus a 147 space two-level parking garage (25 for Lake Worth decals);
- Covered valet drop off area and additional surface parking;
- Regular operating hours (56 hours a week); and
- Free public programs (swim lessons, yoga classes, book clubs, etc.).

He said the bottom line would:

- Save residents money and provide longer operating hours;
- Provide a more efficient pool with State of the Art equipment;
- Offer more functional and weather tolerant event space; and
- Improve traffic flow and resident parking.

He explained that the second floor northern area was never a part of the

original project, but was then later added without increasing the additional costs. The Casino Building was originally suppose to be a remodeling job; however, it was almost a complete demolition. He suggested fixing the Casino Building.

Mr. Michaels said sustainability was important, and Hudson Holdings paid for an independent impact economic study. He said that, based on the independent study, there was a current annual loss of \$300,000. By supporting his proposal, it would be a support for sustainability. For Lake Worth residents that would mean 25% less in pool fees, 50% more resident decal parking, and 100% more open pool hours at no cost to the taxpayers and no cost to the City.

Oceanside Bar and Grill

Paul Snitkin, Anderson & Carr, explained that Oceanside Bar and Grill's proposal was to use the Casino Building as it was intended. Their proposal included a high end Mediterranean restaurant and reasonably priced Coney Island style deli on the second floor. He said they also wanted to build up the value of the Casino Ballroom to be one of the premier banquet facilities in the County. He provided information on the principals and cited their successes in similar ventures. He explained how the proposed venture was likely to succeed for the City, showed proposed photographs and renderings of the space, and value to the City. He said issues the City needed to address were:

- Valet parking;
- Lighting on the west side of the building;
- Signage;
- Timetable for execution; and
- The need to know what was happening.

Mayor Triolo announced that this was the time for the public to ask questions.

- Carolyn Deli asked why the proposal only included a lap and aerobic-oriented pool and why the City did not sue the construction company or force the company to fix the Casino Building.

City Manager Bornstein replied that the City was in arbitration discussions with the construction company about leaks, condition of the balcony, and the Casino Ballroom floor.

- Jo-Ann Golden commented that the City entered into the Florida Climate Action goals and asked if those goals would be implemented into any of the proposals. She said there was a need to protect turtles the beach. She asked that the proposers be more involved in the beach and the

property. As owners of the Gulfstream Hotel, Hudson Holdings had done nothing. She said she supported public charrettes and asking the people what they wanted. She asked what the proposers were going to do for sea level rising and turtles.

Mr. Snitkin replied that Ocean Bar and Grill would abide by all of the rules to protect the sea turtles on the east side of the building. He said the owners of the Ocean Bar and Grill had an issue with lighting on the west side of the building.

Mr. Szerdi replied that the Casino Building was proposed to be reconstructed on pilings, but was not. He said Hudson Holdings would comply with the lighting requirements.

- Laurie Witkin commented that there was no need for another building. With as much open space as possible, the beach area was a nice area and the City would lose its current tenants if there was construction. She said there was no need for more retail. She asked the City to do something like rent out the Casino Building. She said the pool was gorgeous and asked why the City could not increase the hours of operation.
- Laurence McNamara said that for 30 years, the Commission could not reach a consensus about the Casino Building. The people wanted what was currently built, its current maximum size capacity, and that the Casino Ballroom not be included in a lease.
- Doris Chafin asked who would pay for repairs when everything becomes damaged due to the next hurricane, for a larger site plan rendering because the plan included in the Lake Worth Herald was difficult to see, and what would happen near Benny's On The Beach Restaurant at the pier.

City Manager Bornstein replied that there was no legal document yet for either proposal on how to handle damage caused by Acts of God; however, the other tenants were responsible for the interior of the building. He commented that the site plan rendering could be uploaded to the City's website.

- Richard Stowe commented that successors of the Hudson Holding proposal would be the residents living in the Town of Palm Beach. The traffic impact from the bridge west to the downtown area would be severe. He said there was too much parking and too little beach. He asked if it was in the City's best interest to reject the Hudson Holdings expansion and in the City's best interest to moderate development around the Dixie Highway and Florida East Coast Railway corridors.

- Mayor Triolo read the comments written by James Finnegan. Mr. Finnegan wrote that he was against the Hudson Holdings Plan, supported fixing the Casino water problems, approved [the] Oceanside Bar and Grill proposal, [and was] totally against any further development from Hudson Holdings' Plan.
- Peter Timm said he was proud of a sign on his property that read "Hands Off My Beach." He said he heard twice that Hudson Holdings would redo the Gulfstream Hotel, but they had not submitted any plans. He said he did not support private development and the beach was not losing \$300,000 annually. He asked how much money the City needed to keep the beach operating; about Hudson Holdings making an \$18 million revenue profit with the reduction in their proposal from 65,000 sq. ft. to 22,000 sq. ft.; the need for better answers and questions; and the number of restaurants that could survive at the beach.

Mr. Michaels replied that Hudson Holdings was not proposing a private club and he was quoting the beach's net revenue.

- Mayor Triolo read the comments written by Susan Cioci. Ms. Cioci wrote that Hudson Holdings had no track record [and asked] what had they done. The wall upstairs should be changed to clear instead of solid [which would be] better for a restaurant.
- Mayor Triolo read the comments written by Beth Scragg. Ms. Scragg wrote [asking the public] if they thought the economic development that Hudson Holdings was willing to do would combat the real issue of excessive sober/halfway home facilities popping up in your neighborhoods.
- Loretta Sharpe asked that, instead of panicking, turn the Hudson Holdings proposal into something that the public wanted. She said it would take some serious thought and a rational business. She asked how much both proposers were willing to pay for the Casino Building and if they were willing to work with the residents.

Mr. Michaels responded that Hudson Holdings wanted to work with the residents, this was a partnership and investment in the Gulfstream Hotel and community, and was a long term commitment.

Mr. Snitkin responded that the issue of payment would come in the negotiation phase. He said Oceanside Bar and Grill was willing to pay an average rent based on their initial investment. He said he would love to get to the negotiation phase.

- Katie McGiveron said the ITN process was a slap in the face of the residents. The people who participated in the ITN needed the process

to be done in secret. She asked Hudson Holdings if they were still proposing a private membership club and why they fired their security guard at the Gulfstream Hotel.

Mayor Triolo responded that the ITN was discussed at a public meeting and unanimously voted on by the Commission to proceed with the ITN process. It was already explained by the City Manager, and the Commission voted to allow the process to happen. Only afterwards was there discontent from one of the Commissioners.

Mr. Szerdi replied that Hudson Holdings had never proposed a private club. There were a lot of lies going around. The pool and bathroom improvements were left out of the original construction, and the proposals and ITN audios were made available to the public as soon as they could be legally released.

Mr. Michaels replied that the Gulfstream Hotel was being done slowly to make it the best it could be. He said none of his projects were rushed during the design phase.

- Lynn Anderson asked why, after spending \$13 million for the beach project, the City would do something else. She asked why the City would consider a long term lease, which ended up in three lawsuits. The residents did not want the City to screw around with the beach property. She asked the City to take care of what it owned, hire people who could do the job, and rent the Casino Building upstairs space.

Mayor Triolo replied that the City was trying to fix what was there at the Casino Building. She said there were a lot of “whys”. She cited many “whys” including why the pool and bathrooms were not included in the original reconstruction. The City had real issues and the project needed to sustain itself.

Commissioner McVoy responded that it had been stated repeatedly that the Commission was trying to solve a problem at the beach complex, there was a financial problem, and the City was losing money. If the City was having a problem, then staff needed to address the problem. There was a need to find out if there really was a problem. The Commission sat in on a presentation by Burton & Associates regarding the Beach Fund and they saw the financial predictions. By making two small adjustments to parking and the debt payback period, there was no problem with the Beach Fund. He said he did not want to hear any more about trying to fix a beach problem.

Mayor Triolo left the meeting at 7:34 PM and gave the gavel to Vice Mayor Maxwell.

Comments/requests summaries:

7. Vice Mayor Maxwell asked why the Casino Building was constructed with the proposed budget. He commented that it was pointed out time and again that the building could not be constructed for \$6 million.

City Manager Bornstein responded that the Casino Complex had financial issues and there were questions about the pool. The pool was an amenity, and the City could not take care of and maintain the Casino Building. Staff could try to rent the upstairs space and raise parking fees, which was why staff did the ITN process. Staff had no control over what the proposers presented. No one asked the "what could be there" question. This process had divided the City. Every time a process was presented it caused a division because there was no trust in the community. He said staff was "scratching their heads" and in the end, the problem was still there. It was unacceptable not to ask the question because the City would never move forward. The City did not have the staff to maintain the building and empty trash cans. Staff raised the question about what to do, but no one wanted to ask this question because the community did not trust each other. He said the people genuinely liked the City.

8. Commissioner Maier commented that the City's annual audit showed the Beach Fund was profiting \$900,000 and was not losing money.
9. Commissioner Amoroso commented that the City borrowed money from the Water Fund to construct the Beach Complex and was supposed to annually pay \$500,000 back to the City. He said the City's debt had not been paid back as originally planned. In three years, the City paid only \$250,000 twice. The Beach Fund was losing money if the debt and flawed business plan was added back in. Had the City gotten a bank loan for the Beach Complex construction, it could not decide each year how much to pay on it.
10. Commissioner McVoy commented that he would rather listen to the people who planned the City and Utility Fund budgets. They had enough expertise to project forward for the long term. He said he asked Burton & Associates if it was okay to stretch out the length of time to pay back the loan to the Water Fund, and they responded that it would not cause any problem for the City. He said some of the Commissioners strongly felt that the debt should be paid within a specific period of time. He said there was no financial problem at the beach.
11. Vice Mayor Maxwell said the entire Casino Complex project was sold to the public as they would no longer be subsidizing the tenants.

There was also a promise that the debt would be paid back within a specific period of time. All of the signs said that it was not a sustainable project, the money was borrowed from the City. If the Commission had any credibility, they needed to keep their promises.

- Michael Chase Fox asked why this meeting was not held in a larger forum.

Vice Mayor Maxwell replied that it was unfortunate that the City did not have the technology to provide both live stream video to the public who could not attend this meeting or to upload the video to the City's website the next day if the public meeting was moved to a larger forum away from City Hall.

Mayor Triolo returned to the meeting at 7:48 PM.

- Drew Martin commented that the beach could have been a passive park and would have cost less. The beach offered many benefits. People moved to Lake Worth because it had a beach. The beach brought a lot of benefits. It may be making a lot of profits, but he said he was concerned about using Hudson Holdings' proposal because they had not done anything at the Gulfstream Hotel. He asked the proposers not to use plastic take out containers, plastic straws, and Styrofoam cups.

Mr. Snitkin replied that the original Casino Complex leases mentioned using biodegradable material.

Mr. Michaels replied that he did a number of environmental projects. Hudson Holdings would be very conscience of the environment and work hard to do what was sensible.

- David Niemi asked Hudson Holdings if there would be any effect on the Gulfstream Hotel if they did not get the Casino Complex proposal.

Mr. Michaels responded that Hudson Holdings was in the design and annexed hotel phase. This proposal would not hinder their design and that they were moving forward with the Gulfstream Hotel.

- Vice Mayor Maxwell read the comments written by Nadine Burns. Ms. Burns wrote to please consider a plan or make your own plan to have a Lake Worth community pool. [She wrote asking to] move [the pool] to a local park area in neighborhoods where Lake Worth citizens had an easier access.
- Barbara Jean Weber said there was a heart and soul to the City and that she hoped the presenters knew that the public trusted its Commission. She asked the presenters if they would listen to the demands imposed

by the Commission, if they would honor and be flexible with the wishes of the Commission, could they pay a reasonable competitive fee, and if they would allow Lake Worth residents to have first call on the created jobs. She said there was an awareness in how much the public loved the community and neighborhoods on Lakeside Drive.

Mr. Snitkin responded that Oceanside Bar and Grill was open to negotiations, but the rate had to fit into their business plan. They would pay a rate that would work for everyone. He said they had to be an equal opportunity employer and would encourage everyone from Lake Worth to apply for a job.

Mr. Michaels responded that in every instance, Hudson Holdings had made changes to their proposals requested by the City. He said he wanted to continue to work with City staff. He commented that he was a local person and was a part of the community. He said he understood the fabric of the community.

- Ginny Powell said the City Manager commented about how divisive the community was and asked how one could back up or move forward. Everyone agreed that something was wrong at the beach. There were issues and said she was glad to hear that the City was pursuing the construction contractor. She said she supported selecting the proposal that had the lowest footprint to finish the Casino Building. She said she was concerned with traffic at the beach. Hudson Holdings said they would solve the parking problem. She asked Hudson Holdings if they did a traffic study and, if so, what were the results. She commented that citizens needed to be listened to. It did not make sense to do a large project. Expanding the footprint, as proposed by Hudson Holdings, would not make the residents happy.

City Manager Bornstein replied that a traffic study on the site was not based on trips, but the traffic configuration. He said a traffic study was not done.

Commissioner Amoroso replied that he was the Commission's ITN representative. As the Commission's representative, he reported that the ITN members looked at Hudson Holdings two-story parking garage. The City may need a garage now, which needed to be looked at. He said there was some conversation on what was needed because a traffic study was not done.

- Lynda Mahoney commented that conference centers did not belong at the beach. She asked if Hudson Holdings had asked the County or the Town of Lantana if they could build or lease on their public beach land. She asked how Hudson Holdings proposed to build within the City's Charter without a lease renewal. She asked if Oceanside Bar and Grill

was willing to have a lease for less than 20 years.

Mr. Michaels responded that Hudson Holdings was interested in building an amenity for Lake Worth residents. They did not look to invest money in another city. He said they were building an improvement and were reducing the current footprint at their cost. He said he was not asking for public money or financing. They were only asking to be allowed to invest in the City.

Mr. Snitkin responded that Oceanside Bar and Grill was aware of the Charter's less than 20 year provision.

Comments/requests summaries:

12. Commissioner McVoy commented that there were public charrettes when the Casino Building project was being considered, and the Commission listened to what the people wanted. The people rejected a private/public partnership. He said he was personally sued by a private developer. He requested the community be asked first.

13. Mayor Triolo commented that the City asked the public to bring in their ideas.

Mr. Michaels responded that Hudson Holdings did other private/public partnerships, but had not imposed them on the City. Municipalities were not usually able to manage events or their facilities. He said Hudson Holdings was not pushing anything, but was present to provide answers.

Vice Mayor Maxwell responded that the City went out and asked for ideas, then proposers came in and were slapped. The proposals could be rejected, but first there was a need to hear them.

Commissioner Amoroso left the meeting at 8:17 PM.

- Todd Townsend asked Hudson Holdings if there was a traffic study done because of all the traffic at the beach. He commented that the City should not continue with the project because no one knew about the traffic. He asked if Hudson Holdings would do a traffic study.

Mr. Michaels responded that he was asked, during the ITN process, if Hudson Holdings would provide and pay for a traffic study. He said they currently had a contract for a traffic study.

Commissioner Amoroso returned to the meeting at 8:22 PM.

- Yolanda Sanchez asked for a commitment from both proposers that Lake Worth residents would get the jobs first.

Mr. Snitkin responded that it would be a priority to hire local but, being an equal opportunity employer, Oceanside Bar and Grill could not make a commitment.

Mr. Michaels responded that Hudson Holdings would commit to hiring local.

- Janet Serrano said she was reassured by Commissioners McVoy and Maier's comments about the beach's financial information, and that the City may not have to look at large scale projects. She asked about both proposers revenues/liabilities financial statements and the amount to be charged for a club membership.

Assistant City Attorney Goddeau replied that the City would require financial information from the proposer before going into negotiations.

Mayor Triolo resumed the gavel.

Mr. Michaels responded that Hudson Holdings did not yet submit their financial information, but in moving forward it would be submitted. He said the only people who would be charged a membership fee were non Lake Worth residents.

- Mayor Triolo read the comments written by Martha Gabriel. Ms. Gabriel wrote [asking for] hands off the beach area. Development was detrimental to the shoreline and must be curtailed. A project like this was bad business. Find another area away from the ocean to create jobs and revenue.
- Mayor Triolo read the comments written by Jim Norman. Mr. Norman wrote [that he was] not sure [and that he was] interested to know how many jobs each option would bring to Lake Worth residents.
- Mayor Triolo read the comments written by Jane DeCoursey. Ms. DeCoursey wrote [to] sign a lease for the second story and be done with it. Any pool shorter than 50 meters would not attract teams.
- Mayor Triolo read the comments written by Mathew Botts. Mr. Botts wrote [asking] how would they provide space for current City employees, for example Ocean Rescue and Casino/Beach maintenance, and what would happen to the current City pool staff.

City Manager Bornstein replied that one of the dilemmas was that City staff occupied some of the space that was currently being discussed

during the Commission's Budget Work Sessions. If the pool operation changed, he said he would encourage a proposer to give time for a transition.

- Mayor Triolo read the comments written by Marie Johnson. Ms. Johnson wrote [to] go home to Chicago. [The residents] live in a Garden of Eden and you were from the current cesspool of Americans in Chicago.
- Mayor Triolo read the comments written by Kathryn Yingling. Ms. Yingling wrote [that she] watched [the] destruction of all county beaches, development, retired government employees, taxpayers of Palm Beach County for a lifetime. [She asked to] stop this!!
- Laurel Decker said that Burton & Associate's model confirmed that the Beach Fund was not losing money, but if extra lifeguards were added, then there would be a deficit. None of the other beaches had lifeguards on duty after 5 PM. She reminded everyone that there was an urgency to have the beach project done because of the City's risk of losing the County's \$5 million bond money. She asked Hudson Holdings if they would release their economic study.

Mr. Michaels replied that Hudson Holdings economic study was provided with their original economic analysis proposal. The study was done at a 65,000 sq. ft. proposal. He said his presentation tonight was based on the reduced 22,000 sq. ft. proposal.

Commissioner Amoroso left the meeting at 8:41 PM and returned at 8:42 PM.

- Mayor Triolo read the comments written by Erika Bell. Ms. Bell wrote that Lake Worth did not farm out the responsibility for the Casino just because it seemed hard to care for. These few square feet were the crown jewel of our City - - past and future. There were people out here with vision and energy for that room. Let them be heard. [She wrote asking] for charrettes.

Commissioner Amoroso left the meeting at 8:47 PM and returned at 8:48 PM.

- Lee Lipton said he was hearing about the proposals for the first time. There was not enough parking now and now more restaurants were being proposed. He said that, if his restaurant (Benny's On The Beach) loses, he would be out of business. He asked, if the new restaurants failed, would there be a personal or corporate loss.

Mr. Snitkin responded that he spoke to the County about leasing space

at Kreuzler Park for parking, and they said they would consider allowing parking after hours.

Commissioner Amoroso left the meeting at 8:50 PM.

- Betty Resch said she was disappointed in both presentations. There was a need for real questions and more information to flow better. Both presentations were different. She asked if Hudson Holdings would provide backup material, asked if the Commission had a position on constructing a parking garage, and how the Beach Fund could show a profit if the Casino Complex was indebted.

Commissioner Amoroso returned to the meeting at 8:53 PM.

Commissioner Maier responded that the most important part of the area was the beach with the Casino Complex and businesses being secondary. He said he was concerned that a parking garage would prevent access to the beach.

- Mayor Triolo read the comments written by Charlotte Downing. Ms. Downing wrote [asking if] Oceanside Bar and Grill proposed to do anything about parking and how long [would] Hudson Holdings' [build out take].

Mr. Michaels responded that Hudson Holdings build out would take about 14 months.

- Mary Watson said there was anger because the ITN's discussions were outside of the Sunshine Law and about the ITN meeting audios. She asked the Commission how many of them had listened to the ITN audios and if a traffic study was done.

Commissioner Amoroso responded that it was the ITN members' recommendation, but it was not a directive to have a traffic study done.

- Edward Grimm said the County was absent during this type of negotiation; however, they contributed \$5 million for the public area. He said the bond agreement stated that the City was required to notify the County. He asked why the County was not present and how the proposals would affect the use and intent of the County's \$5 million bond.

City Manager Bornstein replied that there were a certain number of parking spaces required for regional usage as part of the County's \$5 million bond. As long as those spaces were maintained, then the County was okay with what the City was doing.

Comment/request summary:

14. Commissioner McVoy requested the City Attorney look at the bond agreement and provide an opinion on whether the County should be invited into the process.
 - Mayor Triolo read the comments written by Kristine Orson. Ms. Orson wrote [asking] what was the next step. Would we [the City] consider other proposals. Could [the City] leave everything as it was except for the build out of the second floor.
 - Mayor Triolo read the comments written by Joan Finnegan. Ms. Finnegan wrote [asking] when would the [Gulfstream] Hotel be opened.
 - Mayor Triolo read the comments written by a gentleman named Sheldon. Sheldon wrote [that] it was time to move Lake Worth from small mindedness thinking to what if systems were crying out for - - to be profitable and 21st Century.
 - Richard Guercio asked what was the blend rate needed, was Oceanside Bar and Grill willing to increase their fee based on the blended rate, how many parking spaces were on the upper tier and give them to residents, were the proposal fees based on revenue sharing or a straight lease fee, and if the number of jobs created would be reduced because the square footage was reduced.

Mr. Michaels responded that completion of the Gulfstream Hotel would not be effected by the beach proposal, the number of parking spaces would increase, revenue sharing was proposed in Hudson Holdings original proposal, and said he was not opposed to revenue sharing.

Commissioner Amoroso responded that staff was still looking at the blended rate and cited the current tenants' rates per square foot.

Commissioner McVoy left the meeting at 9:11 PM.

- Ricardo Rojas asked why the second floor was not rented and why the beach and Gulfstream Hotel projects were linked together.

Commissioner McVoy returned to the meeting at 9:15 PM.

Mr. Michaels responded that Hudson Holdings did a lot of demolition work in the rear of the Gulfstream Hotel and some interior work. He said there was a City process, which took time. The Gulfstream Hotel was being designed, and they had not stopped moving forward.

Mayor Triolo gave the gavel to Vice Mayor Maxwell and left the meeting at 9:17 PM.

- Tammy Pansa said she wanted to hear from the Commission. She asked when they would make a decision and asked about the Beach Fund deficit. She said she wanted a press release from Hudson Holdings on the status of the Gulfstream Hotel because it would show a lot of good faith. She asked Oceanside Bar and Grill if they would expand their plan to take over the pool and said she did not see them taking care of all of the area's problems.

Mr. Michaels responded that Hudson Holdings would not deliver a press release about the Gulfstream Hotel, but that they had active permits and were moving forward.

Mr. Snitkin responded that Oceanside Bar and Grill had originally put in an offer, then others came along. He said they would entertain doing something with the pool. He said Oceanside Bar and Grill was originally looking at the second floor and pool area.

Vice Mayor Maxwell responded that this was the first time he heard the proposals and needed time to absorb the information before he could provide a comment.

- Vice Mayor Maxwell read the comments written by Elizabeth Wells. Ms. Wells wrote [asking] what provisions for the existing businesses [were being proposed] during construction.
- Peggy Fisher said it would be good to have a line in the Beach Fund for each item to see how much and where the revenues were coming from. She asked why Anderson & Carr did not find a tenant for the second floor when they were retained, as brokers, by the City; why back then did Anderson & Carr state that the Common Area Maintenance (CAM) rates were okay, but now they were not; and how many years did the Gulfstream Hotel remain empty.

Mr. Michaels replied that the Gulfstream Hotel was vacant for about 10 years prior to Hudson Holdings purchasing it. He said they followed the State's guidelines because the hotel was a historic structure.

Mr. Snitkins replied that Anderson & Carr was under contract with the City and found tenants several times, but the Commission made the decision not to accept them. He explained that Oceanside Bar and Grill would not be two separate restaurants, but two different concepts. He said the CAM rates were reasonable back several years ago.

- Vice Mayor Maxwell read the comments written by Buttons Brokovich. Ms. Brokovich wrote [asking] how many new parking spaces would there be and how many would be needed for employees and staff.

Mr. Michaels responded that 147 new parking spaces would be created, but it would net 108 spaces. He said no spaces would be provided at the beach for the Gulfstream Hotel. He commented that the hotel would not use the beach parking garage.

Mayor Triolo returned to the meeting and resumed the gavel at 9:28 PM.

Commissioner Amoroso left the meeting at 9:28 PM.

Comments/requests summaries:

15. Commissioner Maier commented that people on both sides were losing faith in Hudson Holdings because of the Gulfstream Hotel and this proposal scared people. He said he was looking for a glimmer of hope from the hotel. He commented that he would like to see some attempt by them to show the City were they were and a timeframe to complete the project. He said it was not important how long the Gulfstream Hotel was vacant, but how long it had taken Hudson Holdings since it was purchased. He said he was concerned with beach accessibility if a two-story parking garage was constructed, and Hudson Holdings proposal mirrored other Lake Worth's neighbors. There was a need to protect what Lake Worth had. A majority of Lake Worth voters wanted to keep the space the way it was. John G's Restaurant left the Casino Building because they could not sustain their business during construction. He said there would be an impact on the current tenants' businesses, which needed to be considered. He said he liked Oceanside Bar and Grill's proposal, but Mr. Snitkin's comments about turtles did not garner well with the people he represented. He commented that the City was constantly in a battle and said he hoped Mr. Snitkin would have shown more reverence to what was important to the City. Mr. Snitkin would have garnered more public confidence if he was more sensitive to the importance of sea level rise. He said he did not think Hudson Holdings proposal would be a good fit and best for the City.

Commissioner Amoroso returned to the meeting at 9:35 PM.

16. Commissioner McVoy said he was concerned about the ITN process. This community was different from other communities and many people wanted to see Lake Worth economically do better. Lake Worth was one of the oldest cities and its layout was different. People lived in Lake Worth because it was different. This issue would be moving the City towards looking like other beaches. There

was no agreement on what was wanted. This process needed to go back. He said that when the community understood and discussed how much they wanted at the beach, then the question of whether the City wanted to enter into a private/public partnership should be made. He said he was not reassured by the presentations. The thought of a second floor restaurant was appealing; however, he said he was concerned about the Casino Ballroom continuing to be a center for the community. He commented that he understood the need to make money at the beach, but said he did not want to lose the soul of the building by losing the Casino Ballroom.

17. Commissioner Amoroso thanked both presenters for coming to the meeting tonight. He commented that the City released an ITN, the presentations were a little different from what he had seen before, and wanted to take the time to answer questions from the community. He thanked everyone in the community. He said there was a problem with the beach, the business plan was flawed, the City was looking at options to fix the business plan, and the City would move forward to try and fix them. John G's Restaurant did not leave the Casino Complex because of the construction, but left because the City wanted them to be opened for breakfast, lunch, and dinner, which was against their business plan. He said he looked forward to the next step.
18. Vice Mayor Maxwell thanked both responders. He said communication about the process, intent, and need was so distorted by the community that the message got lost. He said what was disturbing to him were comments being made that something was done outside the Sunshine Law. The ITN process was handled within the law and provided for non-public meetings to occur. There was always an intent to have public work sessions for people to learn what was going on, then the Commission scheduled an extra meeting to allow the public to ask questions. He said he was disappointed that people in the community hijacked the message. The people discouraged anybody who wanted to invest in the community, which was why the City's streets were not fixed or why its utilities were falling apart. There were expenses that needed to be addressed and a need for the City's amenities to financially break even. The City was struggling to maintain its properties. The people were promised that they would no longer have to subsidize the Casino Complex. He said he was hearing the proposals for the first time and asked the City Manager how many square feet were in the existing Casino Complex.

City Manager Bornstein replied that he thought the Casino Complex had 25,000 square feet.

19. Vice Mayor Maxwell commented that Hudson Holdings proposal would reduce the current footprint. He said Oceanside Bar and Grill offered \$20 per square foot, which included the CAMs.

Mr. Snitkin responded that a letter of intent for the second floor was submitted to the City two years ago from Oceanside Bar and Grill at a lower square foot rate. He commented that there was a starting point for everything. The rent offered needed to represent 6% of Oceanside Bar and Grill's gross; however, they were willing to move a bit.

20. Mayor Triolo thanked both presenters for their presentations. She said philosophical comments were made at the meeting and there would be a need to renegotiate after what she heard. Lake Worth did not support private/public partnerships while other cities welcomed them to help fund amenities. Private/public partnerships seemed like a bad word, but the City had problems. She commented that when she got elected, there was talk about the City going bankrupt. There was a need for compromise to make sure departments could function. No one wanted to pay to fix the roads, but then the public asked when the roads would be fixed. She said the future of the City was in the Commission's hands, and that future would not come from finding a common ground. She said she respected the presenters coming to this meeting; however, the purpose of the meeting was not to debate philosophies.

Miscellaneous

City Manager Bornstein announced the City's new twitter account. He said the City would start an electronic newsletter via email and asked everyone who wanted to get on the list to send their email address to the City.

4. ADJOURNMENT:

Consensus: To adjourn the meeting at 9:59 PM.

PAM TRIOLO, MAYOR

ATTEST:

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: August 18, 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
AUGUST 4, 2015 – 6:00 PM**

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

1. ROLL CALL:

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

2. INVOCATION:

The invocation was offered by Reverend Frederick James Sr. Grant Chapel AME Church.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Christopher McVoy.

Mayor Triolo announced that she just received notification that Haverhill Councilman James “Woody” Woods had lost his battle with brain cancer on August 2, 2015. She asked for a moment of silence.

4. AGENDA - Additions/Deletions/Reordering:

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

- Reorder Consent Agenda, Item H to New Business as Item E – Settlement and Relocation and Reconstruction Agreements with Clear Channel Outdoor, Inc.;
- Reorder Consent Agenda, Item B to New Business as Item F – First Amendment to a Lease with RTT Benny’s On the Beach, Inc. for additional space; 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. Recognition of PBSO Captain Rolando Silva

Mayor Triolo read a proclamation declaring August 4, 2015, as Captain

Rolando Silva Day. She also presented him with a framed picture, plaque, and thank you notebook signed by the elected officials and residents in the community.

Captain Silva said he was overwhelmed by the recognition. Over the past seven years he said he had come to know the elected officials personally and appreciated the support they showed him. He thanked the residents of Lake Worth because they embraced him. He said the Lake Worth police were top notch, loved Lake Worth for its diversity, and offered his special thank you.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Vice Mayor Maxwell: commented that, in keeping with the warm and supportive recognition comments made by all for Captain Rolando Silva during Presentations, Item A, he would not provide comments tonight.

Commissioner McVoy: commented that he would also not provide comments tonight for the same reasons stated by Vice Mayor Maxwell.

Commissioner Amoroso: said he wanted to remind everyone about the Information Center at the City Hall Annex. The Center had grown, was staffed 100% by volunteers, and they were always looking for more volunteers. He said last week, the Center began to receive international requests for information. He commented that he attended the Palm Beach County League of Cities Board of Directors meeting last week, participated in a cleanup event in both Poinciana and Tropical Ridge neighborhoods, and attended a meeting with the City Manager regarding 2-1-1 and identifying a lot of Lake Worth services. He announced that Lake Worth was one of five cities, in partnership, who received \$500,000; he said he met with members from the other cities on August 1, 2015; and that he looked forward to bringing the information to the City.

Commissioner Maier: commented that he attended a Junior Lifeguard event on July 29, 2015, and said it was great. He said he was not aware of the program, which was fully funded by volunteers and parents. He explained that the parents said the program was vital in the development of their children. As a City, he said he hoped the City could support the Junior Lifeguard program. He announced his attendance at the 3rd Annual Sea Rise Level Symposium, one of the presentations was about an initiative in the Netherlands to limit grey space availability such as roads and parking lots, the Netherlands built a parking garage inside dunes, and said the City could choose to be an innovator and not a copycat.

Mayor Triolo: reported that she had attended all of the neighborhood association meetings, was working with the Neighborhood Association Presidents Council, and would continue to meet with them all. She announced a Kiwanis pancake breakfast event on August 9, 2015. She

commented that the Governor had vetoed a \$3.5 million grant request from the City for the Park of Commerce. When she spoke with the Governor's office the prior year, his staff stated that the City's requested project had to be on the long range plan. This time, she said the Governor's office said the project had to be on the short term plan. She advised that at the last Metropolitan Planning Organization (MPO) meeting there was a vote taken to get the Park of Commerce on the short term plan. She announced that a request for Park of Commerce money would be resubmitted to Tallahassee. She reported that the MPO offered their approval, but not funding for two or three trolleys for the City.

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

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Peter Timm, Barbara Jean Weber, and Dustin Zacks.

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

Joanne Kelly said she listened to the presentations made during the July 30, 2015, Commission Work Session about the Casino Complex. She said she expected to hear no real questions asked, but only negative comments. She said she was surprised with the good questions asked. She asked about the pool being too large, said a moderate size pool was needed for the community for children, and the pool should be located in the north end where the old pool used to be. She commented that the Commission needed to make the facts known and there was a need to come together and resolve the problems. She asked everyone to make compromises and not self-destruct over the issue.

Cheryl Rashkin and Teresa DeVeau said they were active in the Lake Worth Warriors program and the football players were practicing for the season. She said they were low on funds and asked each of the elected officials and City Manager to find discretionary funds to donate to the Lake Worth Warrior/Pal Fund. She said they would appreciate the donation, which would be used to purchase uniforms and equipment. They commented that they were behind in their funds; could expect about 200 children in the program, which was beyond their expectation; the number of children would make funding the program difficult; the cost was about \$1,200 just for the referees; and said she hoped everyone could come out and support their football league.

Mayor Triolo read the comments written by AnnaMaria Windisch-Hunt. Ms. Windisch-Hunt wrote [about] needing assistance to get 25 kids with chaperones to the Roger Dean Stadium on August 15, 2015. [She wrote asking the City] to get a loaner trolley.

8. APPROVAL OF MINUTES:

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

- A. City Commission Budget Work Session – June 30, 2015**
- B. City Commission Meeting – July 14, 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, less Items B and H.

- A. Resolution No. 41-2015 – interlocal agreement for the membership expansion of the Palm Beach Metropolitan Planning Organization (MPO)**

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

RESOLUTION NO. 41-2015 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT FOR THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION TO INCLUDE A VOTING REPRESENTATIVE FOR THE VILLAGE OF PALM SPRINGS AND PERMANENT SEATS FOR THE CITY OF GREENACRES AND THE VILLAGE OF ROYAL PALM BEACH; AND PROVIDING FOR AN EFFECTIVE DATE

- B. (Reordered to New Business as Item F) First Amendment to a Lease with RTT Benny's On the Beach, Inc. for additional space**
- C. Contract with Rosso Site Development for the 7th Avenue South roadway and watermain improvements project**
- D. Purchase two new vehicles for the Electric Utility Department**
- E. Task Order No. 7 with URS Corporation, a Division of AECOM, for engineering design, permitting, and bid phase services for the water plant acid dilution project**
- F. Contract with Electron Corp. of South Florida for the replacement of two variable frequency drives at the Master Pump Station**

- G. Task Order No. 6 with Mathews Consulting, Inc. for engineering services for lime system upgrades and improvements**
- H. (Reordered to New Business as Item E) Settlement and Relocation and Reconstruction Agreements with Clear Channel Outdoor, Inc.**

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 – Second Reading and Second Public Hearing – amend various sections and tables in the Land Development Regulations**

Assistant City Attorney Ansay 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 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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2015-04 on second reading.

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

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

- B. Ordinance No. 2015-05 – Second Reading and Public Hearing – consider a major amendment to a Residential Planned Development (RPD) located at the northeast intersection of North Dixie Highway and 3rd Avenue North**

Assistant City Attorney Ansay read the following ordinance by title only:

ORDINANCE NO. 2015-05 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AN AMENDMENT TO A RESIDENTIAL PLANNED

DEVELOPMENT TO BE KNOWN AS BELLA TERRA DESCRIBED IN EXHIBIT A; PROVIDING FOR DEVELOPMENT STANDARDS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2015-05 on second reading.

Comments/requests summaries:

1. Commissioner McVoy asked the owner if he had any additional thought about not installing security gates.

The owner responded that he looked into offering other types of defensible spaces and was not opposed to installing entry gates. He said the gates would create a sense of security on this small piece of property and hoped the neighbors would mingle and interact with each other. He commented that he met multiple times with the current neighbors and said they rarely went out because of security. Currently, this property served as a neighborhood cut through for pedestrians. He said he did not want to create a fortress, and the Commission should not have any qualms about the "little oasis" he was creating.

2. Mayor Triolo commented that she has a sense of security from having a gate around her home. This property was close in proximity to where the City was trying to lift up the community. She said she was excited about what the owner was doing and supported the request.

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

Jo-Ann Golden said she was concerned about the security gate mainly because people used 3rd Avenue North to get to the Publix Supermarket and that she could see this as a huge traffic problem. People had a problem getting into the street and parking lot during the tourist season. She said she did not know if a traffic study was done or if the gate was just an added thing approved without a proper study. She said she hoped there would not be a gate and said there was a need to uplift the neighborhood.

Peter Timm commented that he was shocked to hear that the owner was interested in putting up a three-story building and not having a community garden. He said this was a problem property, but still did not want to "give the store away".

Commissioner Amoroso left the meeting at 6:49 PM.

Peggy Fisher said she had no problem with this being a gated community. It was the owner's property and the gate would not be installed on a public road. The gate would be off-set on private property to allow for stacking.

She said she used 3rd Avenue North to exit Publix Supermarket. The City needed to stop thinking it was their responsibility to tell a developer what to do. If the gate was allowed and approved through the Planning and Zoning Board, then she said to let them build it as long as it complied with the City's code.

Commissioner Amoroso returned to the meeting at 6:51 PM.

Greg Rice said he agreed with the comments made by Ms. Fisher. There were City codes in place that specifically spelled out what could and could not be built so that people knew what to expect. The City was trying to make itself welcoming, but then berated investors. He said he lived in a controlled access community and that gates and locks would only keep out the honest people. The City's codes and ordinances were there for a reason and were not a personal preference.

Anthony Marotta said the gate made a difference and created a sense of security. If someone wanted to get in, they would. He asked the Commission to stop beating this issue up and move along.

Comments/request summaries:

3. Commissioner McVoy requested the motion be amended to allow the issue of the security gate to be readdressed later on since no traffic study was done. He asked that the amended motion include some type of mechanism to readdress the issue if there was a traffic problem so that the Commission could deal with it.
4. Vice Mayor Maxwell commented that there was discussion about traffic backing up on 2nd Avenue North. He said that, because the comment was made on an anecdotal opinion, the traffic problem would be on 2nd Avenue North and not 3rd Avenue North. He said he never had any traffic trouble on 3rd Avenue North. He asked how much money the developer was investing into the City.

The owner replied that, in total, he would invest \$5 – \$6 million.

5. Vice Mayor Maxwell said he constantly received comments back from contractors about staff or advisory boards telling them what they preferred. A person's opinion should not be given if something was within the City's code. The City should be thankful that someone wanted to invest \$6 million into a development that met the City's code and zoning. If the City did not like the code or Land Development Regulations, then it could be changed; however, the City could not make a change within the process.

6. Commissioner Amoroso thanked the owner for investing in Lake Worth.

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

C. Resolution No. 42-2015 – Public Hearing – issue a revocable permit for property located at 1632 North K Street

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

RESOLUTION NO. 42-2015 OF THE CITY OF LAKE WORTH, FLORIDA, GRANTING A REVOCABLE PERMIT WITH CONDITIONS ON A PORTION OF THE CITY OWNED RIGHT-OF-WAY AT 17th AVENUE NORTH AND NORTH “K” STREET TO LORI MARSZAL; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Resolution No. 42-2015 and issue the revocable permit for the property located at 1632 North K Street.

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.

11. UNFNISHED BUSINESS:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

A. Ordinance No. 2015-08 – First Reading – allow future municipal election date changes in the event of any countywide or statewide election in March and schedule the public hearing date for August 18, 2015

Assistant City Attorney Ansay read the following ordinance by title only:

ORDINANCE NO. 2015-08 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING SECTION 2 OF ARTICLE III OF THE CITY OF LAKE WORTH CHARTER TO PROVIDE THAT COMMENCING WITH THE 2016 ELECTION, GENERAL ELECTIONS TO ELECT MEMBERS OF THE CITY COMMISSION SHALL BE HELD CONCURRENT WITH ANY STATEWIDE OR COUNTYWIDE ELECTION; PROVIDING A SEVERABILITY CLAUSE;

PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED;
PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2015-08 on first reading and schedule the public hearing date for August 18, 2015.

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.

B. Amendment 5 to the Law Enforcement Services Agreement with the Palm Beach County Sheriff's Office through September 30, 2016

Mayor Triolo explained that she worked with the Palm Beach Sheriff's Office (PBSO) and negotiated a 1% increase, which was down from their requested 3% increase. Additionally, amendment increased the current 22 part time school crossing guard allocations to 24 in order to meet the Florida Department of Transportation's standards. These changes would increase the current cost from \$12,100,000 to \$12,221,000. She said this was the first cost adjustment since Fiscal Year 2010.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve Addendum No. 5 to the Law Enforcement Services Agreement for Fiscal Year 2016.

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. Village of Palm Springs claim for additional franchisee fees for electric revenues

Larry Johnson, Water Utility Director, explained that the Village of Palm Springs requested the City reimburse them for franchise fees and public services taxes on electric utility revenue that the Village requested be collected on property annexed into Palm Springs during the period of 2010-2013. He said the Village suggested an exchange of City water and sewer service territory in lieu of payment for the claim. He advised that staff did not recommend approval of the service area transfer to Palm Springs, and staff had developed other alternatives to resolve this issue.

He said staff was requesting direction from the Commission regarding a potential resolution of this claim using one or more of the following

alternatives.

City's proposal:

1. Do nothing;
2. Negotiate financial settlement of claim estimated to cost \$100,000-\$275,000 from the City's General Fund;
3. Increase the franchise fee for Palm Springs residents located in the annexed area to collect the franchise fees that were not collected previously over a five year period; or
4. Request a legal opinion from the State Attorney General regarding the legal basis for Palm Springs' claim against the City and agree with the Village to be bound by the opinion.

Palm Springs proposal:

5. Transfer water and sewer utility service area between Florida Mango and Congress Avenue south of 10th Avenue North to Palm Springs. This option was proposed as an alternative to a cash settlement. The estimated cost over 20 years was \$600,000 to \$1,200,000 from the Water and Sewer System.

He commented that, since the Water and Sewer System was not directly involved in the claim, reduction of water revenue to resolve a General Fund claim may be a legal issue. He said staff did not recommend this proposal.

Comments/requests summaries:

1. Vice Mayor Maxwell suggested communicating with the Village of Palm Springs residents so that they understood what would be happening.
2. Commissioner McVoy commented that there was a need to communicate to the Village of Palm Springs that Lake Worth did not have a quick financial fix for them.

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

Peter Timm said the backup material read that Palm Springs gave the City Clerk and the Community Redevelopment Agency a letter and that they never notified the elected officials. Now Palm Springs wanted money back. He said Lake Worth was taxing Palm Springs 10% and asked if Palm Springs wanted to receive an additional 6%. He said there was no way this issue was the fault of the City because they did not notify the correct staff. He asked if the 10% tax was for the whole county or if Palm Springs want 16% for themselves.

Barbara Jean Weber said she had friends who lived in Palm Springs and they said their electric went out six or seven times in the last month. She said she was curious about the outages. She commented that it was

irrelevant who made the error, but it was more important to have an amiable relationship with Palm Springs.

Greg Rice asked how many people looked at their utility or phone bills. There were all kinds of franchise and tax fees on the bills. Any municipality could always add an additional tax. People loved it when their lights and air conditioning went on, but were never happy when their electric bill came.

Consensus: Directed staff to look further into Proposal 3 - to increase the franchise fee for Palm Springs residents located in the annexed area to collect the franchise fees that were not collected previously over a five year period.

D. First Amendment to an Agreement with USP Technologies to provide odor control treatment in the City's sewer collection system

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve an amended agreement with USP Technologies (formerly US Peroxide) for an additional \$60,000 and budget transfers in the amount of \$34,300 to provide odor control treatment to the City sewer collection system.

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

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

Mayor Triolo recessed the meeting at 7:25 PM and reconvened at 7:39 PM.

E. (Formerly Consent Agenda, Item H) Settlement and Relocation and Reconstruction Agreements with Clear Channel Outdoor, Inc.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve the settlement agreement and relocation and reconstruction agreement with Clear Channel Outdoor, Inc.

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

Peter Timm commented that this issue was about the billboards that everyone had complained about and now, Clear Channel Outdoor was going to pay the City \$50,000 per year for 50 years. He asked if the City still regretted having lights on the billboard. He said this was not a good thing for Lake Worth and asked what the Commission thought about the issue.

Jo-Ann Golden said that when the billboard issue first came up she was adamantly against it. Now this agreement would be for 50 years. She asked what type of negotiations went on that changed the agreement from

19 to 50 years. She asked what arrangements the City of West Palm Beach made for the billboards located in their community. She said having billboards was a violation against drivers on I-95 and on neighborhoods. She commented that she did not know what type of negotiations went on and did not know about the settlement because it went on in private. She said the billboard issue had been a long-time problem with the City.

Barbara Jean Weber said she remembered that this issue was one of the few times when she lost her temper. She said she did her research and Clear Channel was backed by Central Broadcasting Station (CBS). If cities did not allow billboard signs, then they sued the cities. She asked the Commission to do their research, was against the 50 year term, and asked the Commission not to approve this item.

Peggy Fisher asked which billboard this agreement would affect. She said she was more bothered by street lights than lights from the billboard. She commented that if the billboard was a problem for I-95, then the State and Florida Department of Transportation would not have allowed it.

City Manager Bornstein explained that Clear Channel had filed a lawsuit claiming that Light Emitting Diode (LED) lights on each side of a static billboard at 1802 Fourth Avenue North (just west of I-95) did not violate a settlement agreement it had with the City and that they had the right to install the lights. The original settlement agreement did not have a term clause. He said the parties negotiated a settlement of this matter, subject to Commission approval. The proposed settlement would allow Clear Channel to replace both faces of the billboard with LED signage that could remain in place for 50 years. The City would receive 10 hours per month of free public service advertising space. The City would also be paid \$25,000 per digital face (\$50,000 total) per year and increasing 10% every five years during the 50 years for a total of \$3,984,385.

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

F. (Formerly Consent Agenda, Item B) First Amendment to a Lease with RTT Benny's On the Beach, Inc. for additional space

Commissioner Maier commented that he did not oppose what was being presented, but had it remained on the Consent Agenda, the issue would not have been made clear. He said a business saw an appealing location then began the process of getting a lease from the City. The process was by-passed, and he said he did not like to see this happen. He said he would have liked the owner to have submitted something to the City then have the Commission either approve it or not rather than the owner already using the space. He said he wanted the City to be consistent with the other beach area leasers.

Comments/requests summaries:

1. Mayor Triolo commented that she agreed with Commissioner Maier from a policy side; however, in reality both the downtown and beach businesses were already doing the same thing.
2. Commissioner McVoy commented that it was the Commission's job to set policy and that it was lousy to allow someone to use public space then ask for permission. This was a situation of using it then asking for forgiveness. He commented that he did not have a problem with the contract, but that it was not a good idea to give away public space. He said he did not like the process and the way it came about. The City should not reward someone for breaking the rules, but if they paid the City back then it was okay.
3. Commissioner Amoroso commented that he disagreed. The actual space looked like it already belonged to Benny's On the Beach. The issue was to make use of the space legal through an amended lease.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve the First Amendment to a Lease with RTT-Benny's On the Beach, Inc.

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

Jo-Ann Golden said she had a big problem with this item. The area wanting to be used was a public right-of-way and it would reduce the public's access to the pier. Benny's On the Beach took over part of the pier in the back, then extended into the front, and was now coming before the Commission for an amendment to their lease. The City was reducing the public access to the beach, which should not have been done. To come before the City, after the fact, was a slap to the City's face. This area was a public right-of-way, it was the wrong thing to do, and she said she hoped something else could be done. She said she did not think the financial agreement warranted giving up public access.

Peter Timm commented that Benny's On the Beach was doing a fantastic business. This request was for tables, surrounded by planters, looking into their bar. He said he did not see anything wrong with the amendment. The crowd at the restaurant was fantastic. He said he visited the beach by 9 AM on Saturdays and Sundays and, during the season, there was an hour wait for a table at the restaurant. This was an owner who was doing so much good for Lake Worth and was not afraid of putting money into his business.

City Manager Bornstein explained that the owner started to use the space with tables and planters. It was then brought to the owner's attention that the area was not included in his lease. The Casino Building was the closest operation to his restaurant, and those restaurant tenants had the option of

renting the inside and outside patio space. He said there were provisions to treat everyone the same and rent the patio space to Benny's On the Beach, which was why this item was before the Commission. Requiring them to pay for the additional space was the right thing to do. He said the right thing to have done was to bring the item before the Commission first, before the space was used.

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

City Manager Bornstein introduced Jack Borsch as the City's new Electric Utility Director. He said Mr. Borsch started yesterday. He explained that the City went through an involved interview process. In the interview and subsequent phone calls, he said he believed Mr. Borsch could tackle issues the City had. Mr. Borsch had a lot of experience with generators and would be working with Walter Gill, the new Assistant Electric Utility Director. He commented that Mr. Borsch would be a great member to the team. He explained that Mr. Borsch would spend time with each of the elected officials and would be "hands on" with the Electric Utility Advisory Board members. He stated that Mr. Gill was well respected by employees and stepped up to the plate to serve as Interim Electric Utility Director.

Jack Borsch, Electric Utility Director, said that he began with Lake Worth yesterday, was in union negotiations all day today, and was present tonight at this meeting. He commented that he planned to return to work on Wednesday and cited his professional experience.

B. CONSENT AGENDA:

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

C. PUBLIC HEARING:

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

D. NEW BUSINESS:

1) Contract with Alpha-Omega Training & Compliance, Inc. for no. 8 fuel tank cleaning

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve a contract for Invitation For Bid 15-106 for no. 8 fuel tank cleaning to Alpha-Omega Training & Compliance, Inc.

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

Peter Timm said he was happy to read in the backup material that staff did not accept the lowest bidder. He said \$72,000 was a lot of money to pay for cleaning a fuel tank. He welcomed the new Electric Utility Director and asked if he was connected to Florida Municipal Power Agency (FMPA).

Mr. Borsch replied that he was not connected to FMPA.

Walter Gill, Assistant Electric Utility Director, explained that staff did not select the lowest bidder because they did not have any experience with fuel tank cleaning and staff did not want the City to be "hit" with change orders. He commented that Alpha-Omega Training & Compliance was highly recommended and the lowest bidder did not respond to Addendum 1 of the bid.

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

14. CITY ATTORNEY'S REPORT:

Assistant City Attorney Ansay did not provide a report.

15. CITY MANAGER'S REPORT

A. August 18, 2015 – draft Commission agenda

City Manager Bornstein did not provide a report.

Comment/request summary:

1. Vice Mayor Maxwell commented that the Mayor did not instruct the audience, at the beginning of the meeting, that they needed to fill out and submit a public comment card to address the Commission. He asked if an individual in the room could speak because she did not know she was supposed to submit a public comment card.

Consensus: To allow someone to speak.

Mayor Triolo announced that an individual could provide a public comment.

Monica Pallottee commented that she wanted to talk about backyard chickens and the condition of cage-free versus backyard egg quality. She said the City's code did not allow chickens and recommended they be

removed from the list of prohibited animals. She asked the Commission for vocal support.

16. ADJOURNMENT:

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to adjourn the meeting at 8:17 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: August 18, 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: August 18, 2015, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Amendment #7 to Contract with Hy-Byrd, Inc. for building plans review and inspections services for Fiscal Year 2016

SUMMARY:

The Amendment authorizes Hy-Byrd Inspection Services, Inc., to continue to provide plans review and inspection services through September 30, 2016. The amount of the amended agreement is not to exceed \$70,000.

BACKGROUND AND JUSTIFICATION:

Since August of 2012, the City has been recruiting for a Plans Reviewer/Inspector for the Building Division. The Plans Reviewer/Inspector position remains open as no applicant with the required experience and certifications to meet the minimum qualifications for the position has been successfully recruited.

For the City to maintain levels of service, the contract with Hy-Byrd requires an amendment to allow for an expenditure of up to \$70,000 for plans review and inspection services for Fiscal Year 2016.

The City originally conducted a good faith review and analysis of local firms offering Building Division services before entering the agreement with Hy-Byrd. The City obtained three (3) quotes from such firms and found Hy-Byrd to be well qualified, responsible, responsive, and the most affordable firm.

Consistent with section 2-112(j) of the City's Procurement Code, the City Commission may authorize the waiver of procurement procedures upon the recommendation of the City Manager that it is not practicable or advantageous for the City to do so because the goods or services cannot reasonably be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services or other factors. Purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiations as to price, delivery and terms. Accordingly, based on the foregoing, the City Manager recommends a waiver of the procurement procedures for the amendment to the agreement with Hy-Byrd.

MOTION:

I move to approve/disapprove an amended agreement with Hy-Byrd Inspection Services for an additional amount not to exceed \$70,000 through September 30, 2016 pending the approval of the Fiscal Year 2016 Annual Operating Budget.

ATTACHMENT(S):

Fiscal Impact Analysis
Original contract for Hy-Byrd Inspection Services
Seventh Amendment to contract

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	\$70,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$70,000	0	0	0	0

No. of Addn'l Full-Time Employee Positions	0	0	0	0	0
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B. Recommended Sources of Funds/Summary of Fiscal Impact: \$75,000 is budgeted in FY 2016 for outside contractual services to provide Plans Reviewer/Inspector services in Account No. 103-2020-515.34.50 (contractual services).

This agenda item will require \$70,000 from contractual services account 103-2020-515.34.50. Should the proposed FY 2016 Operating Budget be approved, this request will leave a \$5,000 cushion of funds in the other contractual services account.

Hy-Byrd Inc		Building Division Services				
Account Number	Account Description	FY16 Budget	Budget Transfer from Salaries	Net Available Funds	Agenda Item Expenditure	Remaining Balance
103-2020-515.34-50	Contractual Services	75,000	0	75,000	70,000	5,000

C. Department Fiscal Review: _CS/WW_

PROFESSIONAL SERVICES AGREEMENT
(Inspection Services)

THIS AGREEMENT ("Agreement") is entered into by and between the City of Lake Worth, a Florida municipal corporation ("City") and HY-BYRD, INC., a Florida corporation ("Consultant").

RECITALS

WHEREAS, the City is in need of certain building official, inspection and plan review services for the period of October 1, 2012 to December 31, 2012; and,

WHEREAS, the Consultant is willing to provide appropriately licensed personnel to provide the City with the building official, inspection and plan review services for the required period; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the Consultant's proposal, which is attached hereto as **EXHIBIT "A"** and incorporated herein by reference, the Consultant shall provide the City with building official, plan review and inspection services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant 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 4: TERM AND TERMINATION.

a. **Term.** The term of this Agreement is for three (3) months commencing October 1, 2012 and ending December 31, 2012 ("Term"). The parties may agree in writing to extend the Term of this Agreement.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than fifteen (15) days prior written notice of termination.

c. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate the Consultant in accordance with the fee schedule set forth in **Exhibit "A"**; **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00) for the Term.** The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit "A"**.

b. Invoices. The Consultant shall render weekly invoices to the City for services that have been rendered in conformity with this Agreement in the previous week. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at

the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and the Florida Building Code.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of 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 Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

Type of Coverage

Amount of Coverage

Professional liability/
Errors and Omissions

\$1,000,000 per occurrence
\$2, 000,000 annual aggregate

Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Excess liability	\$1,000,000
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation Including employer's liability insurance	\$ statutory limits \$ 500,000 per occurrence

The commercial general liability and excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. 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. 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.

SECTION 14: 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.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City

shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this 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 this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

William Waters, AIA, NCARB, LEED AP BD+C
Director for Community Sustainability
City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461

and if sent to the CONSULTANT, shall be sent to:

HY-BYRD, INC.
Attn: Michael Crisafulle, Vice President
511 South East Coast Street
Lake Worth, FL 33460

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement 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 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. 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.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and its Exhibit "A". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 32: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, Michael Crisafulle hereby represents to the City that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

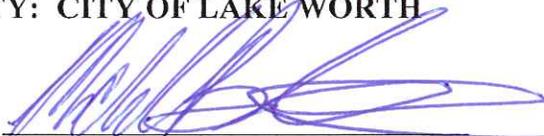
IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the City.

CONSULTANT: HY-BYRD, INC.

By: 
Michael Crisafulle, Vice President

[Corporate Seal]

CITY: CITY OF LAKE WORTH

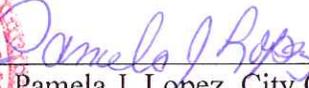
By: 
Michael Bornstein, City Manager

Date: 8/28/12

Approved as to form and legal sufficiency:

ATTEST:

By:  FR
Glen J. Torcivia, Interim City Attorney

By: 
Pamela J. Lopez, City Clerk

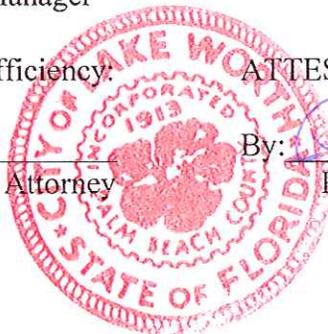


EXHIBIT "A"

RE: Fee Schedule for Building Official, Plan Review, Inspection Services
Period October 1, 2012 – December 31, 2012 –FY 2013

Building Official Duties -will be performed at the rate of \$60.00 per hour with a two hour minimum per day for requested services. This fee covers daily duties and telephone calls. Services likely will not be required every day.

Inspections will be at \$60.00 per hour with a two hour minimum per day for requested services.

Plan Reviews – will be performed at the rate of \$60.00 per hour with a two (2) hour minimum per day for requested services.

When possible, multi-certified persons will be utilized to perform the above listed duties.



HY-BYRD, INC.

INSPECTION SERVICES

511 South East Coast Street

Lake Worth, FL 33460

Office (561) 547-5701

Fax (561) 547-5726

E-mail hybyrd@bellsouth.net

Web Site [www..hybyrd.com](http://www.hybyrd.com)

Michael Crisafulle, Vice-President

BN-0000102, PX-0001050, BU-001220, SFP 000064, CBC 053661

August 6, 2012

Mr. William Waters, AIA, NCARB, LEED AP BD+C
Director for Community Sustainability
City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461

RE: Fee Schedule for Building Official, Plan Review, Inspection Services

Dear Mr. Waters:

Hy-Byrd is pleased to submit this fee schedule for the subject services.

Building Official Duties -will be performed at the rate of \$60.00 per hour with a two hour minimum. This fee covers daily duties and telephone calls.

Inspections will be at \$60.00 per hour with a two hour minimum.

Plan Reviews – will be performed at the rate of \$60.00 per hour with a two hour minimum.

When possible we will send a multi-certified person to perform the above listed duties.

Please feel free to call and discuss this matter.

Thank you,

Mike Crisafulle

Michael Crisafulle
Vice - President

SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Inspection Services)

THIS SEVENTH AMENDMENT (“Seventh Amendment”) to the Professional Services Agreement is entered into by and between the City of Lake Worth, a Florida municipal corporation (“City”) and HY-BYRD, INC., a Florida corporation (“Consultant”).

RECITALS

WHEREAS, the City was initially in need of building official, inspection and plan review services for the period of October 1, 2012 to December 31, 2012; and,

WHEREAS, the Consultant was willing to provide appropriately licensed personnel to provide the services to the City for the required period; and,

WHEREAS, the City Manager approved an agreement with the Consultant for the provision of such services in an amount not to exceed \$15,000 (the “Agreement”); and,

WHEREAS, the City’s needs for the Consultant’s services increased and the City Commission approved five amendments to the Agreement to increase the not to exceed amount of the Agreement to \$45,000 (the “First Amendment”), then to increase the not to exceed amount to \$70,000 (the “Second Amendment”), another to increase the not to exceed amount to \$120,000 (the “Third Amendment”), another increase the not to exceed amount to \$70,000 (the “Fourth Amendment”), another to increase the not to exceed amount to \$115,000 (the Fifth Amendment) and, the last to increase the not to exceed amount to \$70,000 (the Sixth Amendment); and,

WHEREAS, in the Second Amendment the City also extended the timeframe for services to September 30, 2013;

WHEREAS, in the Fourth Amendment the City further extended the timeframe for services to September 30, 2014; and,

WHEREAS, in the Sixth Amendment the City further extended the timeframe for services to September 30, 2015; and,

WHEREAS, the City has experienced a continued need for the Consultant’s services; and,

WHEREAS, the City needs to increase the amount of the Agreement in order to meet the increased need for the Consultant’s services through September 30, 2016; and,

WHEREAS, the Consultant has provided a proposal to the City with the hourly rates for Consultant’s services which are consistent with the hourly rates under the original Agreement and which City staff have determined are fair and reasonable; and,

WHEREAS, the City Commission is authorized to contract directly with the Consultant pursuant to section 2-112(c)(6) of the City's procurement code and increase the not to exceed amount without a competitive solicitation process; and,

WHEREAS, the purpose of this Seventh Amendment is to set forth certain terms and conditions for the continued provision of services by the Consultant to the City through September 30, 2016.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Seventh Amendment as true and correct statements.

2: AMENDMENT TO AGREEMENT. The following amendments are made to the Agreement:

SECTION 4: TERM AND TERMINATION.

- a. Term. The term of this Agreement is from October 1, 2015 to September 30, 2016 ("Term" hereafter in this Seventh Amendment).

SECTION 5: COMPENSATION, is amended as follows:

- a. Payments. They City agrees to compensate the Consultant in accordance with the fee schedule set forth in **Exhibit "A"**; **provided that, the total amount to paid the Consultant under this Agreement shall not exceed Seventy Thousand Dollars (\$70,000) for the Term of October 1, 2015 to September 30, 2016**. The scope of services shall be limited to inspection and plan review services. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the consultant providing service to the City under this Agreement and not set forth in **Exhibit "A"**;

SECTION 21: ENTIRETY OF AGREEMENT is amended as follows: The City and the Consultant agree that the Agreement including this Seventh Amendment and any prior amendments set forth the entire agreement 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 the Agreement including this Seventh Amendment and prior amendments may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

3: LEGAL EFFECT. This Seventh Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Seventh Amendment is executed by the Mayor.

4: COUNTERPARTS. This Seventh Amendment 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 Seventh Amendment.

5: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. The Agreement consists of the Agreement and its **Exhibit "A"**, and the prior amendments and this Seventh Amendment. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between this Seventh Amendment and the remaining documents, the terms, conditions, covenants, and/or provisions of this Seventh Amendment shall prevail. Wherever, possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

6: AMENDMENT. Except for the provisions of the Agreement specifically modified by this Seventh Amendment and the prior amendments, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Seventh Amendment as of the day and year set forth below by the City.

CONSULTANT: HY-BYRD, INC.

By: 
Michael Crisafulle, Vice President

[Corporate Seal]

CITY: CITY OF LAKE WORTH

Date: _____

By: _____
Pam Triolo, Mayor

Approved as to form and legal sufficiency:

ATTEST:

By: 
Glen J. Torcivia, City Attorney

By: _____
Pamela J. Lopez, City Clerk

EXHIBIT "A"

Inspections - will be performed at the rate of \$60.00 per hour with a minimum of two hours.

Plan Reviews – will be performed at the rate of \$60.00 per hour with a minimum of two hours.



CITY OF LAKE WORTH

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

AGENDA DATE: August 18, 2015, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2015-06 - Second Reading and Public Hearing - increase Business Tax Receipt rates by five percent (5%)

SUMMARY:

The Ordinance provides for a five percent (5%) increase to the Local Business Tax Receipt 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 Statute, 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.\

At its meeting of July 15, 2015, the City Commission unanimously approved Ordinance No. 2015-22 on First Reading and scheduled the public hearing.

MOTION:

I move to approve/disapprove Ordinance No. 2015-06 on Second Reading.

ATTACHMENT(S):

Fiscal Impact Analysis
Ordinance

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	500,000	550,000	565,000	580,000	595,000
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:

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>

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10.02	Athletic or Health Club	Flat Fee	121.55	<u>127.63</u>
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 Fee	97.24	<u>102.10</u>
	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)			

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	Fee is based on the number of employees:			
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, T.V. antenna and satellite dish	Flat Fee	218.79	<u>229.73</u>

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	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 Fee	109.40	<u>114.87</u>
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	92.61	<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 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>
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	24.31	<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 WHOLESALE—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, WHOLESALE—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>
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>

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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/Optometrlist			
	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	451.94	<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>
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>

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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 Dispatch/Office in City	Flat Fee	121.55	<u>127.63</u>
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, cars, stoves, washing machines, etc., and does not cover personal or small loans where interest is charged	Flat Fee	243.11	<u>255.27</u>
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	510.51	<u>536.04</u>
90.B51	Gasoline, Wholesale	Flat Fee	243.11	<u>255.27</u>
90.B52	Hospitals and Private Institution	Flat Fee	455.71	<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>
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	70.51	<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	92.61	<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>
90.C18	Food or Ice Cream Vendor, Mobile	Per Vehicle	72.93	<u>76.58</u>

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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 Fee	42.55	<u>44.68</u>
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>

1 Section 3. Severability. If any section, subsection, sentence, clause, phrase or
2 portion of this Ordinance is for any reason held invalid or unconstitutional by any
3 court of competent jurisdiction, such portion shall be deemed a separate, distinct,
4 and independent provision, and such holding shall not affect the validity of the
5 remaining portions thereof.

6
7 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in
8 conflict herewith are hereby repealed to the extent of such conflict.

9
10 Section 5. Codification. The sections of the ordinance may be made a part of
11 the City Code of Laws and ordinances and may be re-numbered or re-lettered to
12 accomplish such, and the word "ordinance" may be changed to "section",
13 "division", or any other appropriate word.

14
15 Section 6. Effective Date. This ordinance shall take effect ten (10) days after
16 adoption.

17
18 The passage of this Ordinance on first reading was moved by
19 Commissioner McVoy, seconded by Commissioner Maier, and upon being put to
20 a vote, the vote was as follows:

21
22 Mayor Pam Triolo ABSENT
23 Vice Mayor Scott Maxwell AYE
24 Commissioner Christopher McVoy AYE
25 Commissioner Andy Amoroso AYE
26 Commissioner Ryan Maier AYE

27
28 The Mayor thereupon declared this Ordinance duly passed on first reading
29 on the 14th day of July 2015.

30
31 The passage of this Ordinance on second reading was moved by
32 Commissioner _____, seconded by Commissioner _____, and upon being put
33 to a vote, the vote was as follows:

34
35 Mayor Pam Triolo
36 Vice Mayor Scott Maxwell
37 Commissioner Christopher McVoy
38 Commissioner Andy Amoroso
39 Commissioner Ryan Maier

40

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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: August 18, 2015, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2015-07 - Second Reading and Public Hearing - Interlocal Service Area Boundary Agreement with the County

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. 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 (ISBA) 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.

At its meeting of July 14, 2015, the City Commission unanimously approved the ISBA, which was forwarded to the Palm Beach County Board of Commissioners (Board), which approved the ISBA for advertising at its meeting of July 30, 2015. The Board will hold its adoption hearing on September 22, 2015.

MOTION:

I move to approve/not approve Ordinance No. 2015-07 on Second Reading.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

Ordinance

Interlocal Service boundary Agreement Study Report

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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 McVoy, seconded by Commissioner Amoroso, and upon being put to a vote, the vote
71 was as follows:

72		
73	Mayor Pam Triolo	ABSENT
74	Vice Mayor Scott Maxwell	AYE
75	Commissioner Christopher McVoy	AYE
76	Commissioner Andy Amoroso	AYE
77	Commissioner Ryan Maier	AYE

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.

209

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.

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Section 8. Intergovernmental Coordination

A. Coordination of Urban Redevelopment Area Impacts: The City and County agree that the impacts of certain development, herein referred to as Urban Redevelopment Area Impacts, within or in close proximity to the municipal boundaries of the City, whether within the City limits or in the unincorporated area of the County, require close coordination between the Parties in order to assure the orderly and efficient provision of public facilities, services and compatibility of land uses.

Section 9. Incorporation into Comprehensive Plans

As required by Section 171.203(9) F.S. no later than 6 months following approval of this Agreement, the Parties shall prepare amendments to their respective Intergovernmental Coordination Elements, and as necessary other Elements of their Comprehensive Plans acknowledging this Agreement and scheduling a review at a time of each Evaluation and Appraisal Report periodic review and negotiations per section 14 of this Agreement and shall consider incorporation of said amendments into their respective comprehensive plans.

Section 10. Other Rights and Agreements

A. The Parties agree that the requirements of Chapter 164, F.S. shall be complied with prior to litigation to enforce this Agreement.

B. Other Contemporaneous Agreements: The Parties do not intend for this Agreement to amend, modify, supersede, or terminate any other agreement between the City and County in effect as of the effective date of this Agreement.

Section 11. Notice to Parties

All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the County Administrator and the County Planning Director or as either Party may otherwise designate in writing. Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

Section 12. Discharge

This Agreement is solely for the benefit of the City and the County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

Section 13. Enforcement

This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. If this Agreement or any portion hereof is challenged by any person or entity not a Party hereto in any judicial, administrative, or appellate proceeding, representatives of the Parties hereto agree to promptly meet and discuss said challenge. If only one Party is a defendant in the challenge, the other Party agrees to cooperate with the defending Party in the defense of the challenge and make itself 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

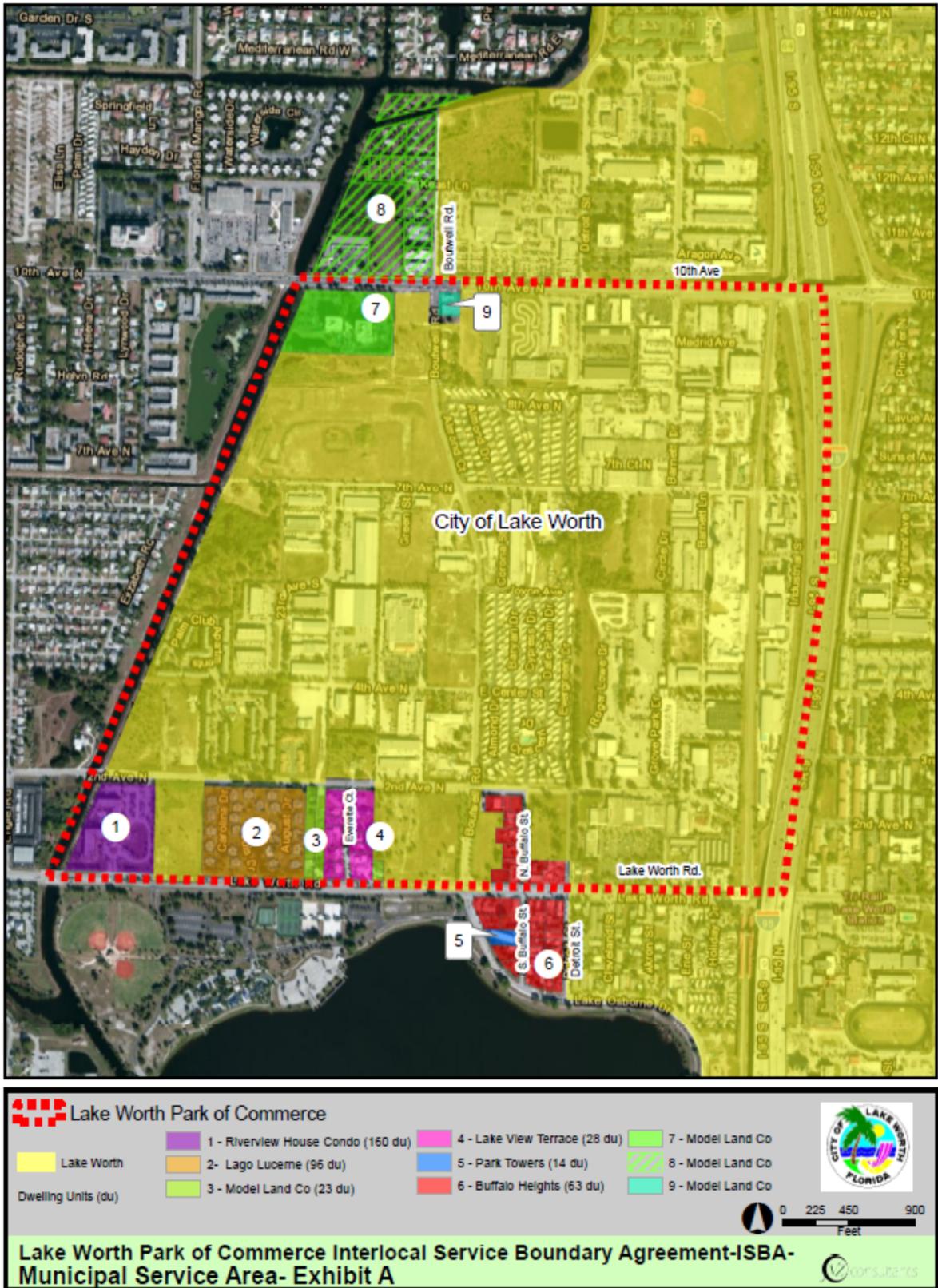
By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Robert P. Banks, Chief Land Use County Attorney

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EXHIBIT A



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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

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CITY OF LAKE WORTH

Lake Worth Park of Commerce Interlocal Service Boundary Agreement (ISBA)

June 29, 2015



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Regulatory Framework

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Law Enforcement

Fire Rescue

ISBA Maps

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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

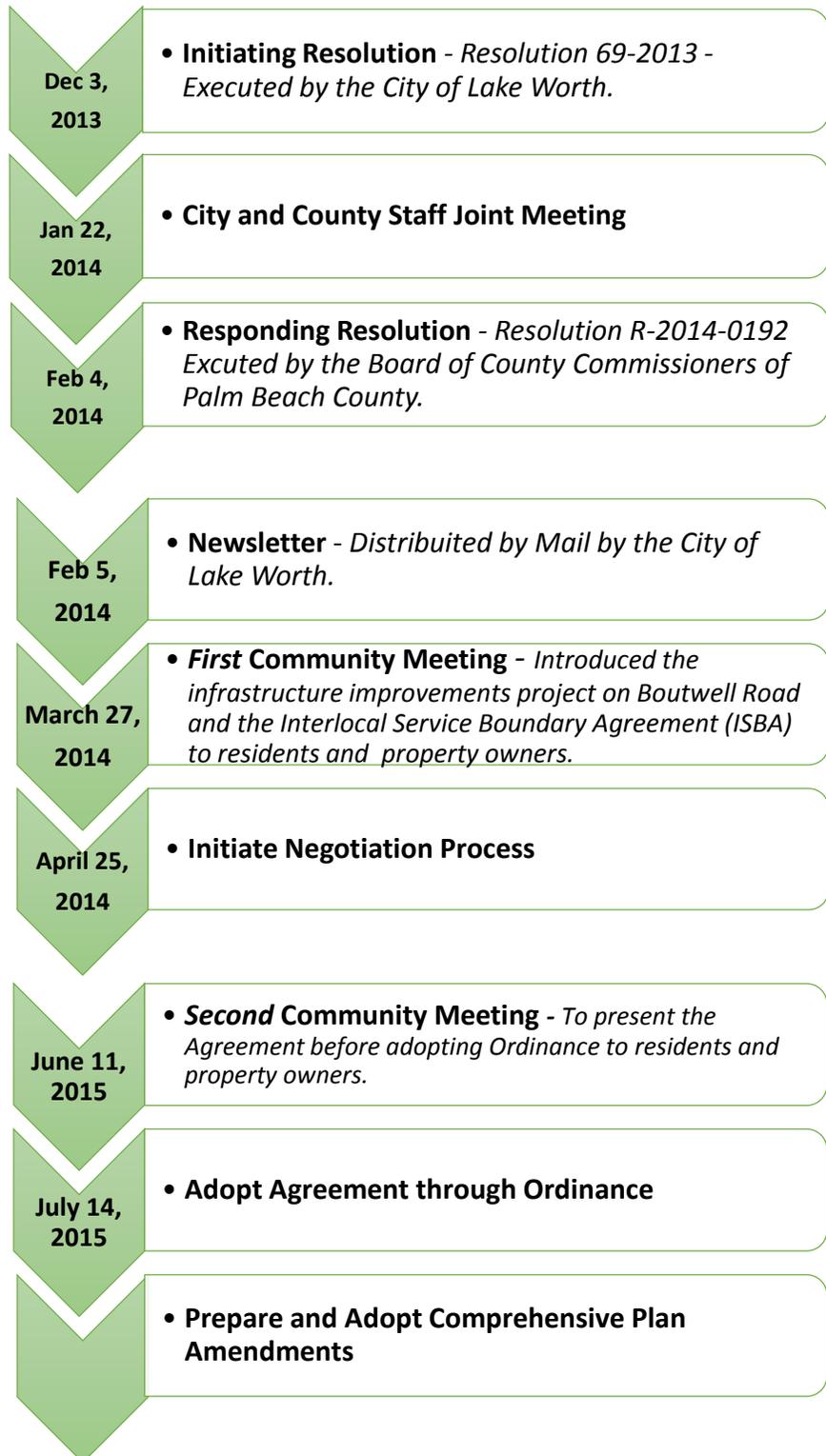
In general, the Interlocal Service Boundary Agreement (ISBA) and the annexation of parcels included in the area will have minimal impact on the different City departments. This is due to the following reasons:

- *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:

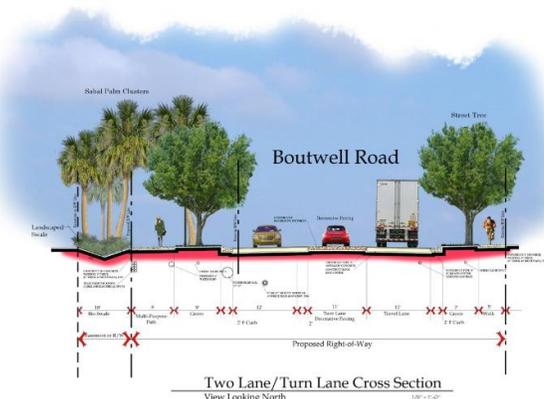


Refuse Division: no major impact; will accommodate additional properties with existing fleet and personnel

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.

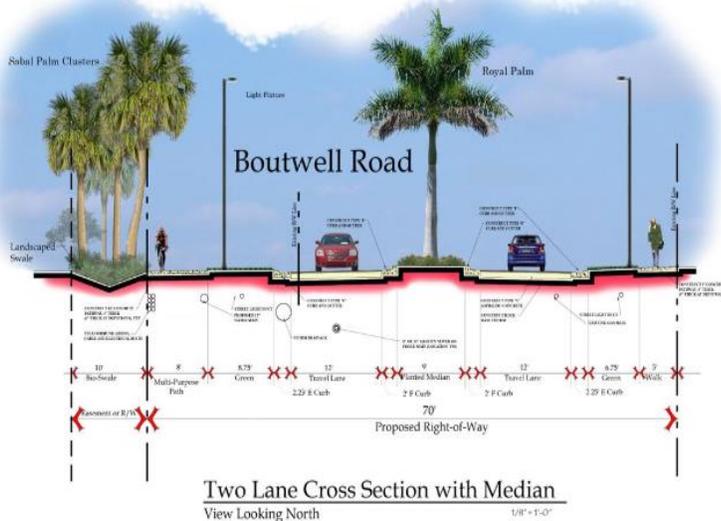


With regard to Boutwell Road improvements, in 2012 Pinder Troutman Consulting, Inc. (PTC) was retained by the City of Lake Worth (City) to conduct an operational traffic analysis for the development of the Lake Worth Park of Commerce (LWPOC) in the City of Lake Worth. The site has an existing Traffic 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.





CITY OF LAKE WORTH

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

AGENDA DATE: August 18, 2015, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE: Ordinance No. 2015-08 – Second Reading and Public Hearing – allow future municipal election date changes in the event of any countywide or statewide election in March

SUMMARY:

This Ordinance will provide for the City's Municipal General Election date to be changed, as provided by state law, in the event of any countywide or statewide election.

BACKGROUND:

State law was recently amended to change the State's presidential preference primary from "...the first Tuesday that the rules of the major political parties provide..." to the third Tuesday in March of each presidential election year. In 2016, this date will be March 15, 2016.

As a result of this new legislation, the Palm Beach County Supervisor of Elections (SOE) has notified all Palm Beach County municipalities that the voting equipment currently used only allows input on one election cycle at a time. For 2016, this election cycle begins on December 11, 2015 through March 15, 2016. Because of this, the SOE has informed all County municipalities that the voting system will not be available to conduct Municipal Elections on the usual second Tuesday in March (March 8, 2016). Instead, the municipal elections will be held on March 15, 2016 concurrently with the presidential preference primary.

State law allows a municipality, by ordinance, to move the date of any municipal election and the term of any elected municipal official to a date concurrent with any statewide or countywide election, as provided by municipal charter or ordinance.

The attached ordinance will allow the 2016 and other future municipal election dates to be changed to be consistent with a statewide or countywide election.

MOTION:

I move to approve/disapprove Ordinance No. 2015-08.

Attachments:

Fiscal Impact Analysis – not applicable

House Bill 7035

County Supervisor of Elections Memorandum

Ordinance

CHAPTER 2015-5

House Bill No. 7035

An act relating to the presidential preference primary; amending s. 103.101, F.S.; revising the date of the presidential preference primary; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (1) of section 103.101, Florida Statutes, is amended to read:

103.101 Presidential preference primary.—

(1) Each political party other than a minor political party shall, at the presidential preference primary, elect one person to be the party's candidate for nomination for President of the United States or select delegates to the party's national nominating convention, as provided by party rule. The presidential preference primary shall be held on the third in each year the number of which is a multiple of 4 on the first Tuesday in March of each presidential election year ~~that the rules of the major political parties provide for state delegations to be allocated without penalty~~. Any party rule directing the vote of delegates at a national nominating convention shall reasonably reflect the results of the presidential preference primary, if one is held.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor March 19, 2015.

Filed in Office Secretary of State March 19, 2015.



Palm Beach County

SUSAN BUCHER
Supervisor of Elections

240 SOUTH MILITARY TRAIL
WEST PALM BEACH, FL 33415
POST OFFICE BOX 22309
WEST PALM BEACH, FL 33416

TELEPHONE: (561) 656-6200
FAX NUMBER: (561) 656-6287
WEBSITE: www.pbcelections.org

MEMORANDUM

TO: Municipal Clerks of Palm Beach County

FROM: Susan Bucher, Palm Beach County Supervisor of Elections *SMB*

RE: 2016 Presidential Preference Primary and Municipal Elections
Date of March 15, 2016

DATE: APRIL 10, 2015

The Florida Legislature has changed the date of the Presidential Preference Primary to March 15, 2016.

I have been asked to provide documentation regarding the need to change Municipal Elections in 2016 to the Presidential Preference Primary Election date of March 15, 2016.

The voting equipment currently utilized by the Palm Beach County Supervisor of Elections Office only allows input of one election cycle at a time; from beginning of preparation of the ballot, through final election results. Therefore, the voting system will not be available to conduct Municipal Elections on the usual second Tuesday in March, known as the Uniform Municipal Election Date.

As a result of current state and federal laws that require overseas and military absentee ballots to be mailed 45 days prior to state or federal elections, we will need to prepare ballots and have our first large mailing of ballots preprinted as soon as the law requires the state to provide the names of the Presidential Preference Primary candidates. F.S. 103.101(3) requires the Department of State to certify to each supervisor the name of each candidate for political party nomination to be printed on the ballot no later than 12/15/15; therefore, the deadline for municipal candidate names will also be on 12/15/15. If your municipality intends to have ballot questions on the ballot, the deadline to provide the language for ballot questions to the supervisor will be 12/11/15, so that we may provide time for the ballot language to be interpreted, as required by law.

In accordance with F.S. 101.75, the law allows the governing body of a municipality, by ordinance, to move the date of any municipal election, to change the dates for candidate qualifying and the term of office for any elected municipal official to a date concurrent with any statewide or countywide election, as provided by relevant municipal charter or ordinance.

I have provided the attached calendar of dates and copies of the laws for your review. If I may provide any additional information, please do not hesitate to contact me.

PRESIDENTIAL PREFERENCE PRIMARY ELECTION MARCH 15, 2016
CALENDAR

FRIDAY, DECEMBER 11, 2015	Deadline for municipal ballot questions (time to get interpreted).
TUESDAY, DECEMBER 15, 2015	State to provide candidate names per F.S. 103.101 and deadline for municipal candidate names.
FRIDAY, JANUARY 29, 2016	Send UOCAVA absentee ballots (45 days is January 30, 2016).
TUESDAY, FEBRUARY 9, 2016	Send civil and domestic absentee ballots (35 days).
TUESDAY, MARCH 15, 2016	Presidential Preference Primary

Select Year:

The 2014 Florida Statutes

[Title IX](#)
ELECTORS AND
ELECTIONS

[Chapter 103](#)
PRESIDENTIAL ELECTORS; POLITICAL PARTIES;
EXECUTIVE COMMITTEES AND MEMBERS

[View Entire
Chapter](#)

103.101 Presidential preference primary.—

(1) Each political party other than a minor political party shall, at the presidential preference primary, elect one person to be the party's candidate for nomination for President of the United States or select delegates to the party's national nominating convention, as provided by party rule. The presidential preference primary shall be held in each year the number of which is a multiple of 4 on the first Tuesday that the rules of the major political parties provide for state delegations to be allocated without penalty. Any party rule directing the vote of delegates at a national nominating convention shall reasonably reflect the results of the presidential preference primary, if one is held.

(2) By November 30 of the year preceding the presidential preference primary, each political party shall submit to the Secretary of State a list of its presidential candidates to be placed on the presidential preference primary ballot or candidates entitled to have delegates appear on the presidential preference primary ballot. The Secretary of State shall prepare and publish a list of the names of the presidential candidates submitted not later than on the first Tuesday after the first Monday in December of the year preceding the presidential preference primary. The Department of State shall immediately notify each presidential candidate listed by the Secretary of State. Such notification shall be in writing, by registered mail, with return receipt requested.

(3) A candidate's name shall be printed on the presidential preference primary ballot unless the candidate submits to the Department of State, prior to the second Tuesday after the first Monday in December of the year preceding the presidential preference primary, an affidavit stating that he or she is not now, and does not presently intend to become, a candidate for President at the upcoming nominating convention. If a candidate withdraws pursuant to this subsection, the Department of State shall notify the state executive committee that the candidate's name will not be placed on the ballot. The Department of State shall, no later than the third Tuesday after the first Monday in December of the year preceding the presidential preference primary, certify to each supervisor of elections the name of each candidate for political party nomination to be printed on the ballot.

(4) The names of candidates for political party nominations for President of the United States shall be printed on official ballots for the presidential preference primary election and shall be marked, counted, canvassed, returned, and proclaimed in the same manner and under the same conditions, so far as they are applicable, as in other state elections. If party rule requires the delegates' names to be printed on the official presidential preference primary ballot, the name of the presidential candidates for that political party may not be printed separately, but the ballot may reflect the presidential candidate to whom the delegate is pledged. If, however, a political party has only one presidential candidate, neither the name of the candidate nor the names of the candidate's delegates shall be

printed on the ballot.

(5) The state executive committee of each party, by rule adopted at least 60 days prior to the presidential preference primary election, shall determine the number, and establish procedures to be followed in the selection, of delegates and delegate alternates from among each candidate's supporters. A copy of any rule adopted by the executive committee shall be filed with the Department of State within 7 days after its adoption and shall become a public record. The Department of State shall review the procedures and shall notify the state executive committee of each political party of any ballot limitations.

(6) All names of candidates or delegates shall be listed as directed by the Department of State.

History.—s. 3, ch. 6469, 1913; RGS 301; CGL 357; ss. 1, 2, 3, ch. 22058, 1943; s. 1, ch. 22729, 1945; s. 1, ch. 25235, 1949; s. 7, ch. 26870, 1951; s. 1, ch. 29947, 1955; s. 4, ch. 67-353; ss. 10, 35, ch. 69-106; s. 2, ch. 71-236; s. 2, ch. 75-246; s. 1, ch. 77-174; s. 32, ch. 77-175; s. 14, ch. 82-143; s. 1, ch. 84-92; s. 1, ch. 86-97; s. 32, ch. 89-338; s. 15, ch. 91-45; s. 608, ch. 95-147; s. 28, ch. 2001-40; s. 3, ch. 2007-30; s. 27, ch. 2008-95; s. 47, ch. 2011-40; s. 28, ch. 2012-116; s. 20, ch. 2013-57.

Note.—Former ss. 102.03, 102.72.

Select Year:

The 2014 Florida Statutes

[Title IX](#)[Chapter 101](#)[View Entire Chapter](#)

ELECTORS AND ELECTIONS

VOTING METHODS AND PROCEDURE

101.75 Municipal elections; change of dates for cause.—

(1) In any municipality, when the date of the municipal election falls on the same date as any statewide or county election and the voting devices of the voting system used in the county are not available for both elections, the municipality may provide that the municipal election may be held within 30 days prior to or subsequent to the statewide or county election.

(2) The date of the municipal election shall be set by the municipality by ordinance.

(3) Notwithstanding any provision of local law or municipal charter, the governing body of a municipality may, by ordinance, move the date of any municipal election to a date concurrent with any statewide or countywide election. The dates for qualifying for the election moved by the passage of such ordinance shall be specifically provided for in the ordinance. The term of office for any elected municipal official shall commence as provided by the relevant municipal charter or ordinance.

History.—ss. 1, 2, ch. 59-493; s. 1, ch. 76-68; s. 24, ch. 77-175; s. 5, ch. 92-16; s. 26, ch. 2001-40; s. 4, ch. 2007-30; s. 23, ch. 2008-95; s. 42, ch. 2011-40.

Note.—Former s. 104.451.

1
2
3
4 ORDINANCE NO. 2015-08 OF THE CITY OF LAKE WORTH, FLORIDA,
5 AMENDING SECTION 2 OF ARTICLE III OF THE CITY OF LAKE WORTH
6 CHARTER TO PROVIDE THAT COMMENCING WITH THE 2016 ELECTION,
7 GENERAL ELECTIONS TO ELECT MEMBERS OF THE CITY COMMISSION
8 SHALL BE HELD CONCURRENT WITH ANY STATEWIDE OR COUNTYWIDE
9 ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT
10 CONFLICTING ORDINANCES ARE REPEALED; PROVIDING AN EFFECTIVE
11 DATE.

12
13 WHEREAS, the Constitution and applicable laws of the State of Florida
14 authorize and empower the City of Lake Worth, Florida (the "City") to adopt this
15 Ordinance; and

16
17 WHEREAS, the City Commission of the City of Lake Worth, Florida (the
18 "Commission") has determined that a provision of the City Charter should be
19 amended; and

20
21 WHEREAS, Subsection (1) of Section 103.101, Florida Statutes amended
22 the date of the presidential preference primary to the third Tuesday in March of
23 each presidential election year; and

24
25 WHEREAS, Subsection (3) of Section 101.75, Florida Statutes provides
26 that the governing body may, by ordinance, move the date of any municipal
27 election to a date concurrent with any statewide or countywide election; and

28
29 WHEREAS, the City of Lake Worth has been notified that the voting
30 equipment used by the Palm Beach County Supervisor of Elections Office will not
31 be available to conduct municipal elections on the usual second Tuesday in
32 March, known as the Uniform Municipal Election Date; and

33
34 WHEREAS, the Palm Beach County Supervisor of Elections has
35 requested that all Palm Beach County municipalities move their municipal
36 election date to coincide with the March 15, 2016 Presidential Primary; and

37
38 WHEREAS, the changes proposed by this ordinance are generic in nature
39 and will allow for future changes to the municipal election date in the event of any
40 countywide or statewide election in March; and

41
42 WHEREAS, the City Commission has determined that the enactment of
43 this ordinance is for a proper municipal purpose.

44
45 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
46 LAKE WORTH, FLORIDA, as follows:

47
48 Section 1. That the findings of the Commission set forth in the foregoing recitals
49 are hereby adopted.

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Section 2. That Section 2 of Article III of the City of Lake Worth Charter shall be amended to read as follows:

ARTICLE III. LEGISLATIVE

* * *

Sec. 2. Election and terms.

On the second Tuesday in March of each year a general election shall be held to elect members of the city commission. Election dates affected by any countywide or statewide election held in March will coincide with the date for the countywide or statewide election. The election of members of the city commission, except the mayor, shall be by districts to be known as Districts 1, 2, 3 and 4. The commissioners from Districts 2 and 4 shall be elected to two-year terms commencing in March 2015. Commissioners from Districts 1 and 3 shall be elected to two-year terms commencing in March 2014. The mayor shall be elected to a two-year term commencing in 2014. The mayor and each commissioner shall serve until a successor has been duly qualified, elected and the election results certified by resolution of the city commission, or upon appointment, by resolution of the city commission. Such resolution shall be considered at the special meeting called to canvass the ballots, and shall be the order of business next following the canvass of ballots. Such special meeting shall be held no later than forty-eight hours after election results are furnished in writing to the city clerk by the supervisor of elections. No meeting shall be called, or business conducted by the city commission, except for emergency matters, after the polls close, until such time as the results of such election are canvassed.

Section 3. If any provision of this Ordinance, or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. Section 2 of this Ordinance shall become and be made part of the Charter of the City of Lake Worth, Florida.

Section 6. This Ordinance shall become effective ten (10) days after passage.

96 The passage of this Ordinance on first reading was moved by Vice Mayor
97 Maxwell, seconded by Commissioner Amoroso, and upon being put to a vote, the
98 vote was as follows:

- 99
- 100 Mayor Pam Triolo AYE
- 101 Vice Mayor Scott Maxwell AYE
- 102 Commissioner Christopher McVoy AYE
- 103 Commissioner Andy Amoroso AYE
- 104 Commissioner Ryan Maier AYE

105
106 The Mayor thereupon declared this Ordinance duly passed on first reading
107 on the 4th day of August 2015.

108
109 The passage of this Ordinance on second reading was moved by
110 Commissioner _____, seconded by Commissioner _____, and upon being put to
111 a vote, the vote was as follows:

- 112
- 113 Mayor Pam Triolo
- 114 Vice Mayor Scott Maxwell
- 115 Commissioner Christopher McVoy
- 116 Commissioner Andy Amoroso
- 117 Commissioner Ryan Maier

118
119
120 The Mayor thereupon declared this Ordinance duly passed and
121 enacted on the 18th day of August 2015.

122 LAKE WORTH CITY COMMISSION

123
124
125
126 By: _____
127 Pam Triolo, Mayor

128 ATTEST:

129
130 _____
131 Pamela J. Lopez, City Clerk
132



CITY OF LAKE WORTH

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

AGENDA DATE: August 18, 2015, Regular Meeting

DEPARTMENT: Human Resources

EXECUTIVE BRIEF

TITLE:

Program to provide Health, Vision, Dental, Life Insurance, Short Term Disability and Long Term Disability coverage for Fiscal Year 2015/16

SUMMARY:

This Program will authorize:

1. United Healthcare to provide medical health insurance
2. MetLife to provide dental insurance
3. MetLife through VSP (Vision Service Plan) to provide vision insurance
4. Prudential to offer life, short-term disability, and long-term disability
5. CMS (Cobra Management Services) to provide COBRA coverage
6. BenefitsWorkshop to provide FSA coverage

Program Coverage	Gross Cost (Total Premium)	Anticipated Increase Due Enrollment	Total Premium Costs
Health	2,709,143	209,963	2,919,106
Life/AD&D	33,549		33,549
STD	10,052*		10,052*
LTD	9,631*		9,631*
Vision	30,364**	33,000	63,364**
Dental	114,864**	178,000	292,864**
COBRA/FSA	7,429		7,429
Total	2,915,032	420,963	3,335,995

*Paid by Employee

** Includes Employee Only Coverage paid by Employer

BACKGROUND AND JUSTIFICATION

The City solicited bids for its health, life, short-term disability (STD), long-term disability (LTD), vision, and dental programs via a Request For Proposal (RFP) during the spring of 2014. Aetna, Cigna, United Healthcare, Blue Cross & Blue Shield, and Humana were either requested to submit a bid proposal or voluntarily submitted bid proposals in response to the RFP. All health providers responded to the proposal and have submitted the following bids in comparison to the current plan cost.

Providers	Humana Current	Humana Renewal	Aetna	UHC	Cigna	Florida Blue
Medical Premiums	\$2,609,646	\$2,720,950	\$2,732,824	\$2,508,100	\$2,670,627	\$2,978,933
HSA Funding	\$198,800	\$198,800	\$198,800	\$198,800	\$198,800	\$198,800
Premium Waiver	NA	NA	\$227,735	NA	\$75,000	NA
Total	\$2,808,446	\$2,919,750	\$2,703,889	\$2,706,900	\$2,794,427	\$3,177,733
Difference from current		\$111,304	-\$104,557	-\$101,546	-\$14,019	\$257,983
		3.96%	-3.72%	-3.62%	-0.50%	13.15%

While Aetna came in with the best proposed bid, there are concerns about Aetna customer service over the next fiscal year as they are in the process of acquiring Humana. Based upon the submitted proposals and the changes in Humana’s coverage it is recommended that the changes be implement for the upcoming fiscal year.

With a decrease in cost associated with the medical plan, Human Resources is recommending that the City absorb the cost of employee only coverage for dental and vision for the upcoming fiscal year. This cost is line with the current philosophy of creating an environment where our employees feel appreciated while putting the City on track to become an employer of choice.

The overall impact on the City’s budget for FY 15/16 is a 0% increase as related to the benefit cost. Human Resources had budgeted \$4,212,038 for FY16 (which represented a 20% increase in cost). This anticipated increase was in-line with current industry trends related to benefit costs. HR is now reducing the budget request for FY 15/16 to \$3,335,995.

There will be no change in employee contribution for the FY 15/16 other than the City will offer Vision/Dental at no cost to the employee.

MOTION

I move to approve/not approve engaging United Healthcare for medical insurance; Metlife for Dental; VSP though Metlife for Vision; Prudential to provide life, long-term disability, and short-term disability coverage to employees of the City for a one year term beginning October 1, 2015, and authorize the Mayor to execute the necessary documents.

ATTACHMENT(S)

Fiscal Impact Analysis
City of Lake Worth Health Plan Proposal and Cost Summary

Fiscal Impact Analysis

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	3,335,995	3,335,995	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	3,335,995	3,335,995	0	0	0
No. Additional Full-Time Employees	0	0	0	0	0

Recommended Sources of Funds / Summary of Fiscal Impact

Account Number	Account Description	Budget (Pending)	Agenda Item Expenditure
540-1320-513-23-XX	United Healthcare Medical Plan	3,335,995	3,335,995

Department Fiscal Review: _____

COST SUMMARY

Line of Coverage	Current	Renewal	Alternative #1
Medical	Humana of Florida	Humana of Florida	UnitedHealthcare
Plan Description	HSA/HMO	HSA/HMO	FOGT - HSA/POS
Ded/In/Out/Copy/OOP	1250/80/0/NA/5000	1500/80/0/NA/5000	1500/90/50/NA/4000
Plan Description	HSAP/POS	HSAP/POS	Florida Only EES
Ded/In/Out/Copy/OOP	2000/100/70/NA/2000	2000/100/70/NA/2000	5Q2 - HSA/PPO
Plan Description	POS	POS	2000/100/50/NA/5000
Ded/In/Out/Copy/OOP	1000/80/50/30-45/5500	1000/80/50/30-45/5500	OFN - PPO
Health Savings Account	UMB Bank (Funding \$1,000/\$1,200)	UMB Bank (Funding \$1,000/\$1,200)	OptumHealth Bank
Wellness	Vitality (through Humana of Florida)	Vitality (through Humana of Florida)	(Funding \$1,000/\$1,200)
Voluntary Dental	Humana of Florida	Humana of Florida	UnitedHealthcare (Simply Engaged)
Plan Description	DMO - CS #150	DMO - CS #150	Mellife (Employer Paid)
Plan Description	Elite #705: Indemnity	Elite #705: Indemnity	DMO #245
Plan Description	50/1000 w/Child Ortho	50/1000 w/Child Ortho	Passive PPO
Plan Description	National Advantage AVN4	National Advantage AVN4	50/1000 w/Child Ortho
Voluntary Vision	Humana of Florida (CompBenefits)	Humana of Florida (CompBenefits)	Mellife (Through VSP)
Copays: Exam/Hardware	\$10/\$15	\$10/\$15	(Employer Paid)
Frequency: Exam/Lenses/Frames	12/12/24	12/12/24	Voluntary 150 Plan \$10/\$25
Life/AD&D	Prudential	Prudential	Prudential
Voluntary Short Term Disability	Prudential	Prudential	Prudential
Voluntary Long Term Disability	Prudential	Prudential	Prudential
Voluntary Life/AD&D	Prudential	Prudential	Prudential
Voluntary Cancer & Critical Illness	Humana of Florida	Humana of Florida	Humana of Florida
COBRA Administration	Done in-house by group	Done in-house by group	Cobra Management Services - CMS
Section 125	BenefitsWorkshop	BenefitsWorkshop	BenefitsWorkshop
Employee Assistance Program	Employee Assistance Professionals of South Florida (Through Humana)	Employee Assistance Professionals of South Florida (Through Humana)	UnitedHealthcare
# of Visits	1-3	1-3	Care24: 1-3
Benefit Administration System	Bentec	Bentec	WORKTERRA
			(Includes Recruitment Model)
Annual Premiums	Current	Renewal	Alternative #1
	Gross Cost (Total Premiums)	Gross Cost (Total Premiums)	Gross Cost (Total Premiums)
Medical	\$2,609,646.12	\$2,720,950.20	\$2,508,099.71
Health Savings Account Fees & Funding	\$198,800.00	\$198,800.00	\$201,044.00
Wellness	Combined w/Med	Combined w/Med	Combined w/Med
Voluntary Dental	\$116,307.60	\$116,307.60	\$114,864.36
Voluntary Vision	\$22,134.00	\$22,134.00	\$30,364.32
Life/AD&D	\$33,549.12	\$33,549.12	\$23,347.80
Voluntary Short Term Disability	\$10,052.16	\$10,052.16	\$33,549.12
Voluntary Long Term Disability	\$9,631.92	\$9,631.92	\$10,052.16
COBRA Administration	Not applicable	Not applicable	\$9,631.92
Section 125	\$1,700.00	\$1,520.00	\$5,909.20
Employee Assistance Program	Combined w/Med	Combined w/Med	Combined w/Med
Benefit Administration System	Waived 1 st Year	\$4,950.00	Combined w/Med
Total Annual Costs	\$3,001,820.92	\$3,117,895.00	\$2,915,034.79
Percentage of Change	\$2,334,710.56	\$2,450,784.64	\$2,326,302.79
Gross/Net Annual Savings/Increase		3.87%	-2.89%
		\$116,074.08	-\$86,786.13
		4.97%	-0.36%
		\$116,074.08	-\$8,407.77



CITY OF LAKE WORTH

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

AGENDA DATE: August 18, 2015, Regular Meeting

DEPARTMENT: Legal

EXECUTIVE BRIEF

TITLE: Agreement for Legal Services with Manson Bolves Donaldson P.A.

SUMMARY: The City Attorney recommends entering an agreement for legal services with Manson Bolves Donaldson P.A.

BACKGROUND AND JUSTIFICATION:

Several months ago the City Manager entered into an agreement not to exceed \$25,000 with Manson Bolves Donaldson PA (“Firm”) to defend the City against a lawsuit filed by Lake Osborne Waterworks, Inc. (“Plaintiff”). The claim relates to the City’s provision of potable water to Plaintiff (formerly known as Lake Osborne Utilities Company), a regulated utility company under Florida law. On or about 1974, the City entered into an agreement with Lake Osborne Utilities Company to furnish potable water from the City so that Lake Osborne Utilities Company could provide water services to its retail customers, all of whom lie outside the City limits. Plaintiff subsequently acquired Lake Osborne Utilities Company. Plaintiff claims that the agreement with the City expired in 2008 and since that time the City has charged and collected excessive rates. The Plaintiff asks the court to invalidate the City’s fees, rates and charges and award it damages for all overcharges dating back to October 9, 2008, along with all attorney’s fees and costs to bring the claim. Currently, the case is scheduled to go to trial beginning on August 31st.

Due to the specialized nature of Plaintiff’s claim against the City, the Firm was retained to provide its expertise in utility rate cases involving a regulated utility. The attached agreement for legal services establishes the Firm’s hourly rate at \$250 per hour for partners and \$200 for associates 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 approximately \$22,800 from the Firm and it is conservatively anticipated that approximately \$100,000 should be reserved for the remainder of the fiscal year.

MOTION:

I move to approve / not approve the legal services agreement with Manson Bolves Donaldson P.A.

ATTACHMENT(S):

Fiscal Impact Analysis
Legal Services Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	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	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:

C. Department Fiscal Review: _____

**CITY OF LAKE WORTH STANDARD
AGREEMENT FOR LEGAL SERVICES**

This Standard Agreement (“Agreement”) is made as of the _____ day of _____, 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 **Manson Bolves Donalson, PA**, whose mailing address is 1101 West Swann Avenue, Tampa, Florida 33606 (“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 Lake Osborne Waterworks litigation case. 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 \$250.00 per hour for partners and \$200.00 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.

REMAINDER OF THIS PAGE LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Standard Agreement for Legal Services to be executed as of the day and year set forth above.

CITY OF LAKE WORTH

ATTESTS:

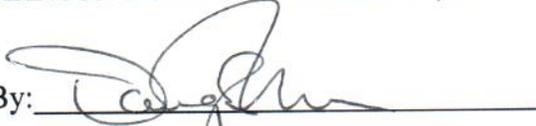
By: _____
Pamela J. Lopez, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

MANSON BOLVES DONALDSON, PA

By:  _____

Print Name: Douglas Manson

Title: President

120.57

(3) ADDITIONAL PROCEDURES APPLICABLE TO PROTESTS TO CONTRACT SOLICITATION OR AWARD.— Agencies subject to this chapter shall use the uniform rules of procedure, which provide procedures for the resolution of protests arising from the contract solicitation or award process. Such rules shall at least provide that:

(a) The agency shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement: “Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”

(b) Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

(c) Upon receipt of the formal written protest that has been timely filed, the agency shall stop the solicitation or contract award process until the subject of the protest is resolved by final agency action, unless the agency head sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

(d)1. The agency shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of a formal written protest.

2. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to subsection (2) and applicable agency rules before a person whose qualifications have been prescribed by rules of the agency.

3. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, and if there is a disputed issue of

material fact, the agency shall refer the protest to the division by electronic means through the division's website for proceedings under subsection (1).

(e) Upon receipt of a formal written protest referred pursuant to this subsection, the director of the division shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the agency within 30 days of the entry of a recommended order. The provisions of this paragraph may be waived upon stipulation by all parties.

(f) In a protest to an invitation to bid or request for proposals procurement, no submissions made after the bid or proposal opening which amend or supplement the bid or proposal shall be considered. In a protest to an invitation to negotiate procurement, no submissions made after the agency announces its intent to award a contract, reject all replies, or withdraw the solicitation which amend or supplement the reply shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed agency action. In a competitive-procurement protest, other than a rejection of all bids, proposals, or replies, the administrative law judge shall conduct a de novo proceeding to determine whether the agency's proposed action is contrary to the agency's governing statutes, the agency's rules or policies, or the solicitation specifications. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended agency action to reject all bids, proposals, or replies, the standard of review by an administrative law judge shall be whether the agency's intended action is illegal, arbitrary, dishonest, or fraudulent.

(g) For purposes of this subsection, the definitions in s. 287.012 apply.

(4) **INFORMAL DISPOSITION.**—Unless precluded by law, informal disposition may be made of any proceeding by stipulation, agreed settlement, or consent order.

(5) **APPLICABILITY.**—This section does not apply to agency investigations preliminary to agency action.



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, SEPTEMBER 01, 2015 - 6:00 PM

1. **ROLL CALL:**
2. **INVOCATION:** Pastor Tony Cato, New Hope Baptist Church
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Christopher McVoy
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Mango Groves Neighborhood Association update
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Resolution No. 43-2015 - refuse collection special assessment for Fiscal Year 2016
 - B. Resolution No. 44-2015 - stormwater special assessment for Fiscal Year 2016
 - C. Resolution No. 45-2015 - establish the Fiscal Year 2016 fees and charges for City general government
 - D. Contract with Image Companies for the city-wide janitorial services
 - E. Contract for city wide lawn maintenance services
 - F. Purchase of one new vehicle for the Electric Utilities Department
10. **PUBLIC HEARINGS:**
11. **UNFINISHED BUSINESS:**

12. NEW BUSINESS:

- A. Ordinance No. 2015-xx - First Reading – remove outdated and enact new regulations regarding the administration of City’s rights-of-way and schedule the public hearing date for September 1, 2015
- B. Ordinance No. 2015-xx - First Reading – remove outdated and enact new regulations regarding the administration of the City’s Health and Sanitation Code and schedule the public hearing date for September 1, 2015
- C. Resolution No. 46-2015 - establish the rates, fees and charges for the Water System.
- D. Resolution No. 47-2015 - establish the rates, fees and charges for the Local Sewer System.
- E. Resolution No. 48-2015, Establish the rates, fees and charges for the Subregional Sewer System.
- F. Adopt the Public Services Department Policy and Procedures Manual

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.