



**AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, NOVEMBER 10, 2015 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION:** Pastor Sherry Colby, Victory Worship Center
- 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. Palm Beach County Property Appraiser's update on ad valorem tax assessment data
 - B. Proclamation declaring November as Joey Bergsma Retinoblastoma Awareness Month
 - C. Pineapple Beach Neighborhood Association update
 - D. South Palm Park Neighborhood Association update
 - E. Recognize former Recreation Advisory Board member Dick Oyer for his 12 years of service
- 6. COMMISSION LIAISON REPORTS AND COMMENTS:**
- 7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
- 8. APPROVAL OF MINUTES:**
 - A. City Commission Meeting - October 20, 2015
- 9. CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Resolution No. 58-2015 - 1st amendment to the Fiscal Year 2016 budget
 - B. Resolution No. 59-2015 - amend the Commission's Rules of Procedures to include a policy for Invocation and Moment of Silence

- C. Resolution No. 60-2015 - Amendment No. 1 to the Professional Services Agreement (Special Magistrate Services) with Diane James-Bigot
- D. Trade-in Badger Water Meters that are removed from service to Innovative Metering Solutions, Inc.
- E. Agreement with Playmore West, Inc. for the purchase and installation of playground equipment at Northwest Park
- F. Agreement with Palm Beach Mobile Home Park, LLC and Palm Beach Home Sales, LLC for acquisition of certain rights of way for the Boutwell Road Infrastructure Project
- G. Monument Sign Access and Easement Agreement for "The Village I" project located at 2220 Lake Worth Road

10. PUBLIC HEARINGS:

11. UNFINISHED BUSINESS:

- A. Ordinance No. 2015-16 - First Reading - adopt amendments to the Lien Reductions and Release of Liens Code and schedule the public hearing date for December 8, 2015

12. NEW BUSINESS:

- A. Ordinance No 2015-17 - First Reading - clarify authority to regulate, inspect, and permit managed honeybee colonies and schedule the public hearing date for December 8, 2015
- B. Resolution No. 61-2015 - certify the Homes for Working Families Program is consistent with the City's Comprehensive Plan and local regulations
- C. 2016 Lake Worth Legislative Priorities
- D. Amend the September 22, 2015, Special City Commission minutes

13. LAKE WORTH ELECTRIC UTILITY:

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

- 1) New Outage Map

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

- 1) Resolution No. 62-2015 - declare intent to abandon six (6) utility easements that run through the center of the Wawa project and schedule the public hearing date for December 8, 2015

- C. **PUBLIC HEARING:**

D. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. December 8, 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.

GARY R. NIKOLITS, CFA
PROPERTY APPRAISER
PALM BEACH COUNTY



301 North Olive Avenue
5th Floor – Governmental Center
West Palm Beach, FL 33401
(561) 355-3230 pbcgov.com/papa

August 13, 2015

Pam Triolo, Mayor
City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460

RE: Ad Valorem Tax Assessment Data

As you know, June 1 and July 1 are two important dates for my office and your municipality. On June 1, my office provides your municipality with the estimate of the taxable values of all properties within your jurisdiction. This early information provides an opportunity for you to refine your estimated ad valorem tax revenue projections. On July 1, after my office completes our annual valuation process, you are provided the preliminary taxable value that you will use to determine your proposed tax rate.

During the weeks that follow my office works on more detailed reports for each municipality, which we would like to share with you.

We would be happy to make a short presentation on specific value, exemption and other property tax related matters to your elected leaders, staff and residents. It will be made by a senior member of my staff, who will be available to answer questions or provide additional data, if necessary. We know your meeting time is valuable and will gladly adjust the length of our presentation to meet your schedule.

Please contact my Executive Assistant Joanne Rufty at jrufty@pbcgov.org or 561-355-2865 to reserve a date and time that works for your municipality. Please let Joanne know whether you have a specific topic you would like us to address.

We look forward to sharing this data with you.

Sincerely,

A handwritten signature in black ink that reads "Gary R. Nikolits". The signature is written in a cursive style.

Gary R. Nikolits, CFA
Property Appraiser



Palm Beach County Property Appraiser's Office

PRESENTER

DOROTHY A. JACKS, CFE, AAS

Chief Deputy Property Appraiser

11-10-2015



City of Lake Worth

CITY OF Lake Worth



- **Market Value** **\$2.1 billion**
- **Taxable Value** **\$1.3 billion**
- **Parcel Count** **13,043**

Lake Worth for 2015

TOTAL

MARKET VALUE		\$2,164,756,664	100%
Assessment Differential	Reduction		
Save Our Homes Differential	\$250,985,097		11.6%
10% Non-Homestead Assessment Increase Cap	\$113,480,634		5.2%
Agricultural Classification	\$410,462		
Pollution Control Devices	\$6,071		
Conservation Lands	\$0		
Working Waterfronts	\$0		
SUBTOTAL	\$364,882,264		16.9%
ASSESSED VALUE		\$1,799,874,400	83.1%

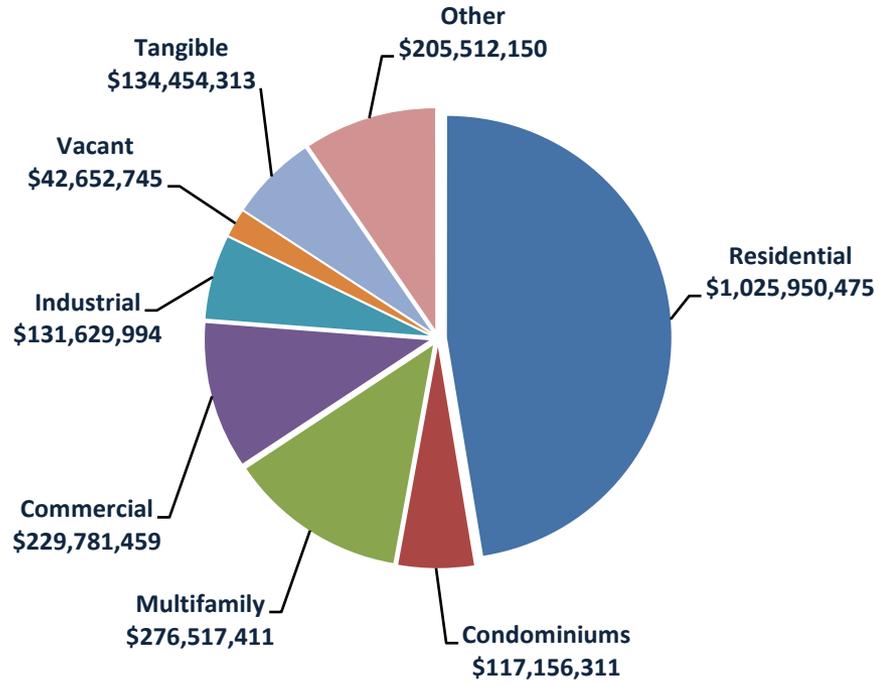
Lake Worth for 2015

TOTAL

ASSESSED VALUE		\$1,799,874,400	83.1%
Exemptions	Reduction		
\$25K Homestead (193.031(1)(a), F.S.)	\$125,326,205		5.8%
Additional \$25K Homestead (193.031(1)(b), F.S.)	\$72,998,174		3.4%
Additional \$25K Homestead Age 65 (196.075, F.S.)	\$3,975,686		0.2%
\$25K Tangible Personal Property	\$9,165,604		0.4%
Governmental Property	\$209,868,186		9.7%
Institutional Property	\$57,327,253		2.6%
Others (Senior, Widow, Widowers, Disability, Historic, and Economic)	\$4,054,519		0.2%
SUBTOTAL	\$482,715,627		22.3%
TAXABLE VALUE		\$1,317,158,773	60.8%

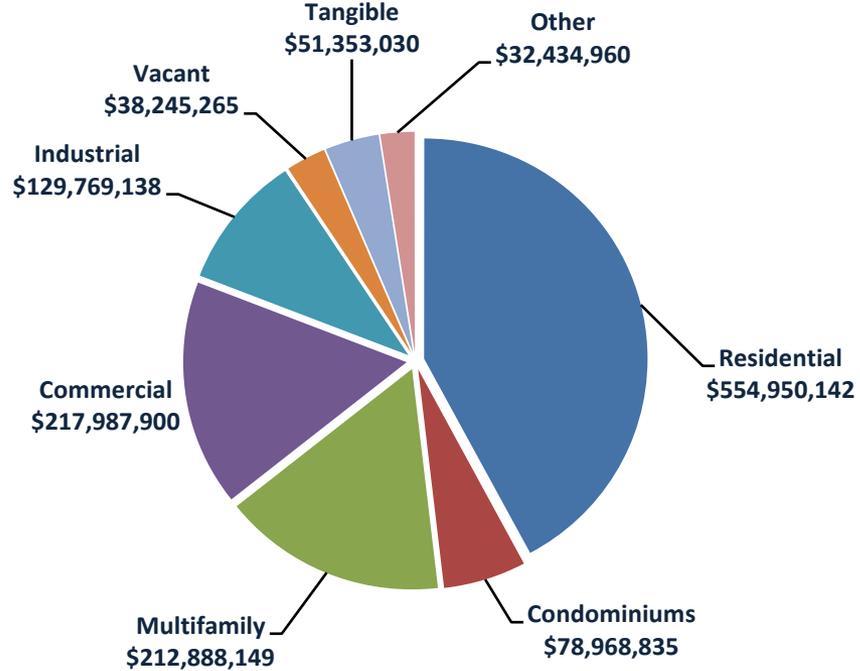
City of Lake Worth 2015

Market Value



- Residential
- Commercial
- Tangible
- Condominiums
- Industrial
- Other
- Multifamily
- Vacant

Taxable Value



- Residential
- Commercial
- Tangible
- Condominiums
- Industrial
- Other
- Multifamily
- Vacant



Lake Worth 2016 Projections

Steady increases in Residential Value - 2016 estimating a 5-8% increase

Pace of Sales is good - higher than last year which helps with Save our Homes Recapture

Wonderful history and fun vibe sells Lake Worth

THANK YOU!



DOROTHY A. JACKS, CFE, AAS

Chief Deputy Property Appraiser

djacks@pbcgov.org

PROCLAMATION

WHEREAS, Retinoblastoma is a very rare disease that affects children, is the most common eye tumor in children, and now occurs in 1 out of every 12,000 children; and

WHEREAS, Retinoblastoma is a disease that causes the growth of malignant tumors in the retinal cell layer of the eye; and

WHEREAS, left untreated, Retinoblastoma is almost always fatal; therefore, early diagnosis and treatment is crucial in saving lives and preserving visual function; and

WHEREAS, eye dilation examinations performed upon infants at birth, during the six to eight week well-baby exam, and during the six to nine month well-baby exam, are vital to saving the vision and lives of our children. Such infant eye dilation exams are very inexpensive; and

WHEREAS, the City of Lake Worth supports eye pathology screening at birth and each well-baby exam thereafter to assist in the detection of all ocular diseases in newborns, infants, and toddlers; and

WHEREAS, vision and lives have been saved through awareness.

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

November

as

“Joey Bergsma Retinoblastoma Awareness Month”

and urge all citizens of the City of Lake Worth, Florida to make themselves and their families aware of the risk of Retinoblastoma and the need for appropriate screening, early diagnosis, and referral.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 10th day of November, 2015.

Pam Triolo, Mayor

ATTEST:

Pamela Lopez, City Clerk



AGENDA DATE: November 10, 2015, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Pineapple Beach Neighborhood Association Update

SUMMARY:

Ms. Pam Bergsma, Pineapple Beach 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 Pineapple Beach Neighborhood Association was on March 4, 2014.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable



AGENDA DATE: November 10, 2015, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

South Palm Park Neighborhood Association Update

SUMMARY:

Ms. Maryann Polizzi, South Palm Park 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 South Palm Park Neighborhood Association was on November 4, 2014.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable



South Palm Park
Neighborhood Association

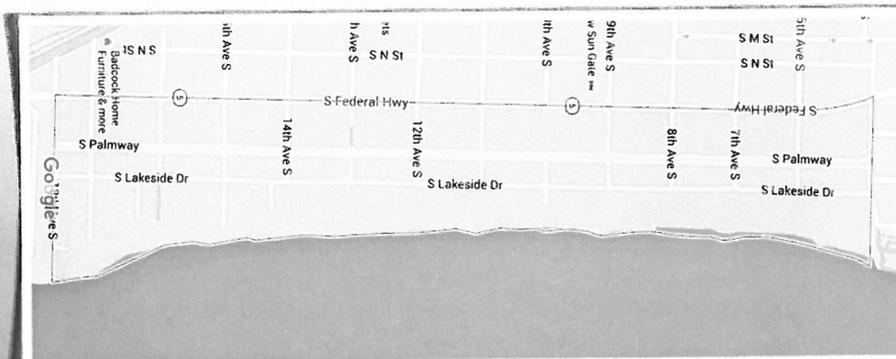
South Palm Park Association

Established 1963



South Palm Park
Neighborhood Association

5th Ave South to 18th Ave South, Palmway & Lakeside Dr



 South Palm Park
Neighborhood Association



Home of South Palm Park


South Palm Park New Playard Equip. Feb 2012

15th Avenue South and Lakeside



 South Palm Park
Neighborhood Association









The Birthday Cake Castle
Red Cross Designer Showcase for 2015





 South Palm Park
Neighborhood Association

Old Florida Homes and Cottages



 South Palm Park
Neighborhood Association

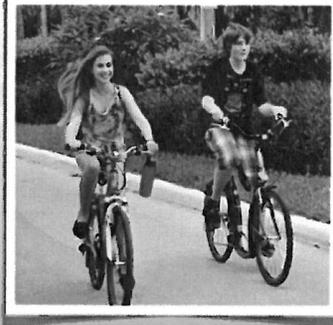


South Palm Park is a Waterfront Community



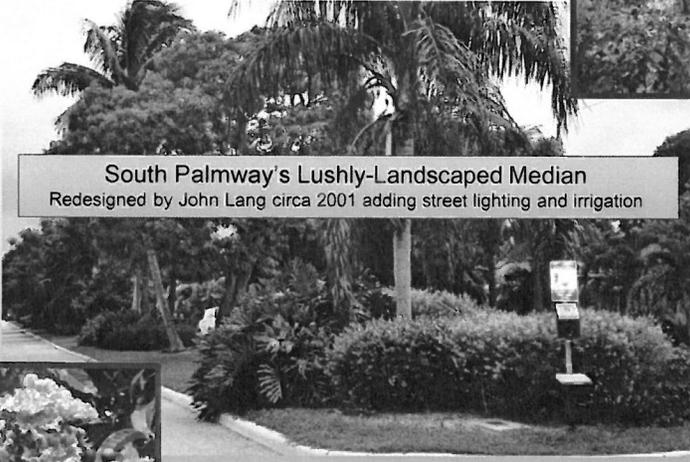
 South Palm Park
Neighborhood Association

Joggers, dog walkers, and cyclists enjoy South Palm Park



 South Palm Park
Neighborhood Association

South Palmway's Lushly-Landscaped Median
Redesigned by John Lang circa 2001 adding street lighting and irrigation





**South Palm Park
Neighborhood Association**

Many Replanting Projects through the Years



**South Palm Park
Neighborhood Association**

Neighborhood Revitalization Matching Grant 2015

Native Shrubs and Flowers



Hibiscus Trees

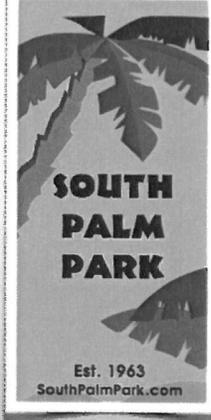


 South Palm Park
Neighborhood Association

Neighborhood Revitalization Matching Grant 2015

Butterfly Gardens



Banners



 South Palm Park
Neighborhood Association

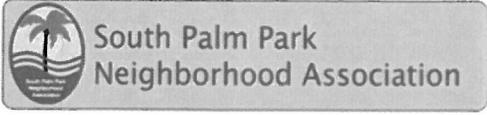
Neighborhood Revitalization Matching Grant 2015

Replanted South Palmway Median with Native Shrubs and Flowers





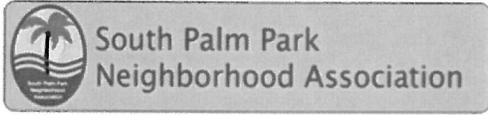


Neighborhood Revitalization Matching Grant 2016

Communications Grant \$3200
Meeting signs, welcome baskets, etc

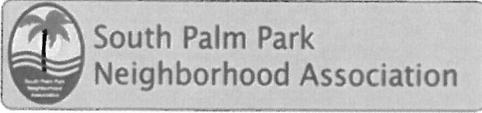


Crime Watch \$2200
Crime watch signs and other materials.

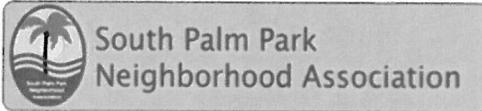


Little Free Library Project

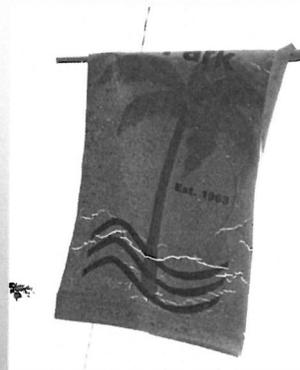




**Neighborhood Revitalization Matching Grant
Butterfly Gardens**



**Neighborhood Revitalization Matching Grant
Neighborhood Banners**





South Palm Park
Neighborhood Association

Progressive Dinner



South Palm Park
Neighborhood Association

Annual Neighborhood Garage Sale



 South Palm Park
Neighborhood Association

**Easter Egg Hunt and
Movie in the Park**



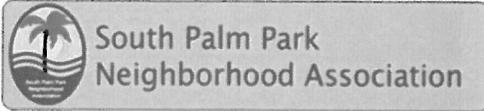
 South Palm Park
Neighborhood Association

July 4th Raft Race

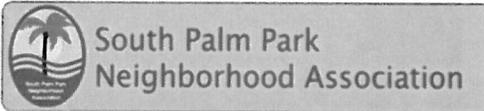


Winners of the Grunge Cup 2013



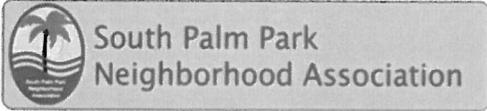


Welcome Basket for New Residents

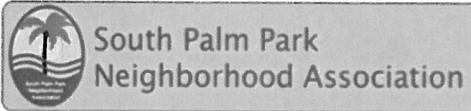


Civic Parades & Events

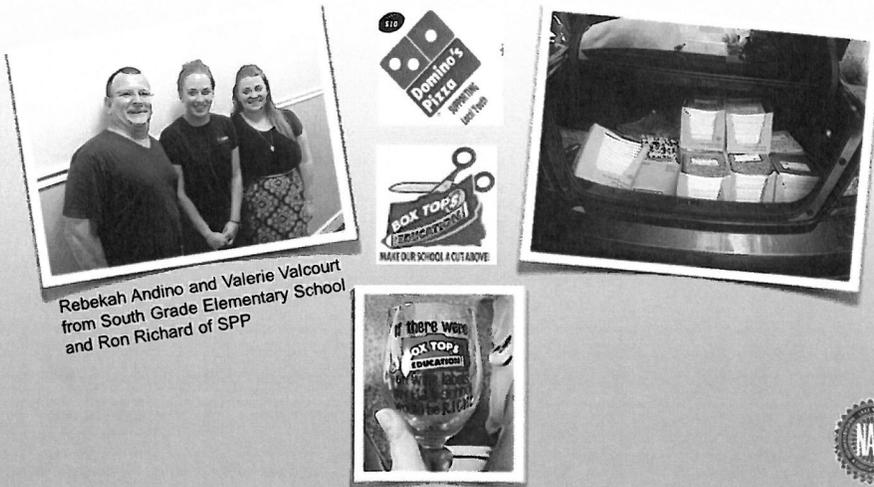




Neighborhood Picnic

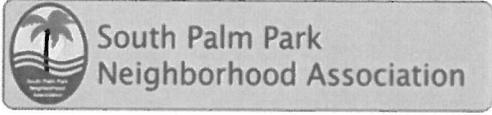


Support for South Grade Elementary

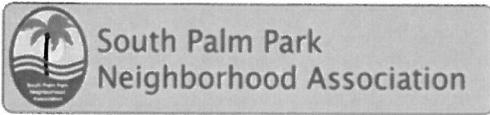


Rebekah Andino and Valerie Valcourt from South Grade Elementary School and Ron Richard of SPP





Neighborhood Cleanup



Volunteerism

MEMBERSHIP ASSOCIATION PROGRAMS & EVENTS
Serving Neighborhoods Across the City of Lake Worth

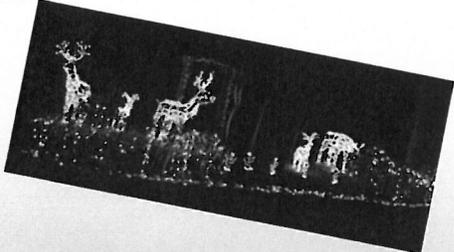


LAKE WORTH
NEIGHBORHOODS



 South Palm Park
Neighborhood Association

Christmas Median Decorations



 South Palm Park
Neighborhood Association

**Monthly Meetings at The Beach Club at LW Golf Course
2nd Monday of the Month**





South Palm Park
Neighborhood Association



Questions & Comments



**MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
OCTOBER 20, 2015 – 6:00 PM**

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

1. ROLL CALL:

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

2. INVOCATION:

The invocation was offered by Pastor Peggy Heald, Believer's Victory Church.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Andy Amoroso.

4. AGENDA - Additions/Deletions/Reordering:

No changes to the agenda were made.

5. PRESENTATIONS:

A. Proclamation declaring October as Customer Service Month

Mayor Triolo read a proclamation declaring October as Customer Service Month.

B. Certificate of Recognition to Florida Food and Farm, LLC

Mayor Triolo presented a Certificate of Recognition to Daphne Weaver from Florida Food and Farm, LLC for volunteering to assist the Grounds Division in their overall maintenance program at the City's Public Safety building.

C. College Park Neighborhood Association update

John Pickett, College Park Neighborhood Association President, provided an update on activities in their neighborhood.

Mary Lindsey explained that the Neighborhood Association Presidents Council, College Park Neighborhood Association, and the Friends of Lake Worth Library received grants totaling \$15,000 from the County's Office of

Community Revitalization to construct and install 34 free little libraries. She asked for volunteers who could decorate, paint, stain, and weather-proof the little library boxes on October 24, 2015.

D. Tropical Ridge Neighborhood Association update

Phil Materio, Tropical Ridge Neighborhood Association President, provided an update on progresses and programs in their neighborhood.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner Maier: provided no report.

Commissioner Amoroso: cited upcoming events and said people were still needed to participate in the Veterans Day Parade. He said a Bike-Give-Away was scheduled in December and asked everyone to either donate funds or bicycles. He announced new banners were purchased and installed on Dixie Highway by the Community Redevelopment Agency using grant money and also announced that 200 new holiday banners would be installed in the downtown area using grant funds. He said he was working with the Garden Club to upgrade the downtown planters.

Commissioner McVoy: announced his continued attendance at "The Good Government Initiatives" training event for elected officials and said he was learning a lot from other municipal officials. He advised that residents told him of their following concerns: 1) that agenda items no longer identify the name of the staff member or Commissioner who added the item to the agenda; and 2) that for years there was a procedure which allowed the Commission to comment or respond on the publics' comments made during Public Participation of Non-Agendaed Items. He asked that all agenda items identify who was adding it to the agenda, and made a formal request to reinstitute the procedure to allow Commission comments or responses to the publics' comments. He said there was a tendency to rush through the meetings. He said he heard from the residents, and they never said the Commission was elected for quick meetings--it was not the primary objective. A rushed meeting was not the primary objective. He said primary objectives should be brought to public meetings in order to have the opportunity to have robust discussions. He requested an effort be made to allow everyone who had an opinion to be allowed to speak. When meetings were short it meant that either fewer things were being brought to the Commission for action or that action was being made by staff. Many things that the community cared about were not being brought to the Commission. He asked to err on the side of bringing things before the Commission.

Vice Mayor Maxwell: said most people knew about the Palm Beach Sheriff Office's (PBSO) positive impact in Lake Worth and that crime was reduced over the past years; however, sometimes the City got a bad rap because of its crime statistics. He said he did research and learned that bicycle theft

was a huge driving factor in skewing crime statistics. He said he recognized that bicycle ownership was enjoyed for recreation and was also a main means of transportation. He announced that he met with the City Manager and PBSO Captain Baer about a bicycle registration program. The City had an old bicycle registration code and suggested a volunteer program, at no cost to citizens. The first of two objectives to register was for: 1) PBSO to be able to address bicycle safety, and pulling someone over for no registration should not be a negative experience; and 2) cracking down on bicycle theft. He said the registration stickers should be delivered this week to begin the program.

Mayor Triolo: announced the "Read for the Record" program for elected officials and volunteers to read to children was on October 22, 2015. She clarified that when she was first elected Commission meetings were long. She said the issue was not about rushing the meeting, but running the meeting closer to Roberts Rules of Order. Afterwards, she said she became looser with following Roberts Rules of Order and allowed for more Commission discussion. She said she would be happy to go back to the more restrictive meetings following Roberts Rules of Order. This issue could be scheduled on an agenda. She said she was open to discussing the Commission commenting on public comments, but said this procedure had never been listed on the agenda. This procedure became an opportunity for Commission infighting. She said she asked other elected officials what could be done if a Commissioner did not follow the rules. She said they responded that the Commission had to follow the rules. She commented that, if the Commission wanted to have discussion, then they could create an agenda item. She commented that about 20 other cities did not allow Commission comments on public's comments. She said she chaired the meetings, not to shorten them, but to conduct them professionally.

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: Loretta Sharpe, Richard Guercio, Jon Faust, and Greg Rice.

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

Michelle Sylvester, on behalf of the Lake Worth Business Alliance, congratulated a group of people for taking children to Bryant Park on October 11, 2015, to clean it up. She thanked the City and Community Redevelopment Agency for the new banners and thanked Shannon Materio and Senator Clemens for their Town Hall meeting on October 13, 2015.

Maryann Polizzi thanked Mayor Triolo for clarifying how she ran Commission meetings. She said the Commission meeting two weeks ago

was a debacle and she left because it was disturbing for her to hear the Commission arguing. She said the Palm Beach Sheriff Office (PBSO) was working to remove homeless individuals from parks, heard that there was an individual who was bringing the homeless to Lake Worth, and that the “word was out” that the homeless could come to Lake Worth. She commented that PBSO was working hard to get the homeless out of the parks and now the word was that the homeless were welcomed in the City.

8. APPROVAL OF MINUTES:

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

- A. City Commission Special Meeting – September 29, 2015**
- B. City Commission Meeting – October 6, 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 Maier to approve the Consent Agenda.

- A. Maintenance Agreement with Kennedy Homes LLC to furnish and install landscaping and irrigation**
- B. Variance Agreement to allow brick pavers on a driveway and City right-of-way on property located at 529 21st Avenue North**
- C. Purchase Order for one new refuse heavy equipment vehicle through the Florida Sheriff’s Bid**
- D. Task Order #2 with ADA Engineering, Inc. for professional services for performances of the ADA Transitions Plan**
- E. Ratify a board member to the Electric Utility Advisory Board**
- F. Amendment to a Settlement Agreement for Pineapple Ridge**

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

10. PUBLIC HEARINGS:

- A. Ordinance No. 2015-14 – Second Reading and Public Hearing – create valet parking regulations**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2015-14 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 19, STREETS AND SIDEWALKS, BY ADOPTING ARTICLE VII "VALET PARKING" TO REQUIRE A PERMIT FOR COMMERCIAL BUSINESSES THAT PROVIDE VALET PARKING SERVICES; PROVIDING FOR DEFINITIONS, APPLICATION CRITERIA AND PROCESS, PERMIT CONDITIONS AND RESTRICTIONS, INDEMNIFICATION AND INSURANCE, ENFORCEMENT AND APPEALS AND FOR OTHER PURPOSES; AND PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Ordinance No. 2015-14 on second reading.

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

Loretta Sharpe thanked Commissioner Maier for giving her a copy of the backup material. She suggested not allowing seven pickup point spaces in one block and recommended it be limited to three pickups and drop offs. She asked who was paying whom for the valet parking.

City Manager Bornstein explained that the ordinance set up a valet parking process, the current valet parking operations in the downtown area were not allowed, and this ordinance would address having too many spaces.

Comments/requests summaries:

1. Commissioner McVoy commented that it was good to create a policy and asked for clarification on how many spaces could be tied up.

City Manager Bornstein replied that the ordinance addressed a limit of two spaces. He said no law could be crafted to address every scenario for someone trying to get around the situation. Through the permitting process, many issues could be addressed.

2. Mayor Triolo asked where the handicap parking in the downtown area was located.

City Attorney Torcivia replied that handicap parking was not usually seen in downtown areas. An exception was at CityPlace in West Palm Beach.

City Manager Bornstein replied that Lake and Lucerne Avenues were not wide enough to provide handicap parking.

3. Commissioner Amoroso commented that 40 to 50 cars could be

moved off Lake and Lucerne Avenues because of valet parking. He said valet parking also created a safer environment for people because they did not have to walk on the side streets.

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

B. Ordinance No. 2015-15 – Second Reading and Public Hearing – amend the City’s Sidewalk Café ordinance

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2015-15 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 19, STREETS AND SIDEWALKS, ARTICLE IV, SIDEWALK CAFES, BY AMENDING SECTION 19-52, PERMIT REQUIREMENTS AND FEE, TO ADDRESS RIGHTS-OF-WAY THAT ARE SUBJECT TO A CITY LEASE; PROVIDING FOR COMPLIANCE OF PERMITTEES WITH SUCH LEASE REQUIREMENTS; AMENDING SECTION 19-53, PERMIT APPLICATION, TO ADDRESS FEES; AND FOR OTHER PURPOSES; AND PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Ordinance No. 2015-15 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.

11. UNFNISHED BUSINESS:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

A. Ordinance No. 2015-16 – First Reading – amend the lien reductions and release of liens code and schedule the public hearing date for November 10, 2015

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2015-16 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, “ADMINISTRATION”, ARTICLE VI, “CODE COMPLIANCE”, SECTION 2-64, “APPOINTED” TO CLARIFY THAT THE SPECIAL MAGISTRATE IS SERVING IN AN EX OFFICIO CAPACITY; AMENDING SECTION 2-69.3.1, “LIEN REDUCTIONS AND RELEASE OF

LIENS" BY ENACTING SUBSECTION 2-69.3.1(J), PROVIDING FOR REGULATIONS REGARDING THE PARTIAL RELEASE OF LIENS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Ordinance No. 2015-16 on first reading and schedule the public hearing and second reading date for November 10, 2015.

William Waters, Community Sustainability Director, explained that the ordinance amended the lien reduction and release of liens provision of the Code and clarified the role of the Special Magistrate as an ex officio appointee of the City and not an employee.

Lengthy discussion ensued regarding various scenarios for allowing partial release of liens to properties not having code violation fines, putting the funds collected from the partial releases aside to pay the City's cost to foreclose on properties, and use some of the collected code violation funds to help homeowners rehabilitate their homes.

Consensus: To amend the ordinance so that any Lake Worth property owner with properties within the City having existing code violations, fines, or liens would not be eligible to apply for a partial release of lien and to increase the payment for a partial release to 10% of the total lien amount or \$5,000, whichever was greater.

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

AnnaMaria Windisch-Hunt said she attended all Special Magistrate meetings and saw one person who had four violations. She later learned that this person represented a company that owned several properties in Lake Worth and hundreds in the County. She said she had an issue with neighbors only cutting their front yard lawns and not the back. She asked if there was a way to address repeat offenders.

Loretta Sharpe said she was contacted by investors all the time who were looking to purchase properties without looking at them. The investors were only looking at the purchase cost and how much they could rent the properties. She commented that she was worried about investors because of the sober home publicity.

Action: Amended motion made by Commissioner Amoroso and seconded by Commissioner Maier to amend the ordinance so that any Lake Worth property owner with properties within the City having existing code violations, fines, or liens would not be eligible to apply for a partial release of lien and to increase the payment for a partial release to 10% of the total lien amount or \$5,000, whichever was greater; and approve amended Ordinance No. 2015-16 on first reading.

Comment/request summary:

1. City Attorney Torcivia commented that Ordinance No. 2015-16 would be brought back to the Commission on November 10, 2015, again as first reading because of the changes.

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

Mayor Triolo recessed the meeting at 7:50 PM and reconvened at 8:03 PM.

B. Award the City's Roll-Off Services Request For Proposal (RFP) to Waste Management

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve the award of the Roll-Off Services Request For Proposal to Waste Management.

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

Jamie Brown, Public Services Director, introduced Jason Yeager as the City's new Solid Waste Supervisor.

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

C. Designate delegates during the 2015 National League of Cities Congress of Cities on November 4-7, 2015 in Nashville, TN

Mayor Triolo passed the gavel to Vice Mayor Maxwell.

Action: Motion made by Commissioner Amoroso and seconded by Mayor Triolo to appoint Vice Mayor Maxwell as the voting delegate for the National League of Cities Annual Business meeting.

Vice Mayor Maxwell announced that it was 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.

Action: Motion made by Mayor Triolo and seconded by Commissioner Amoroso to appoint Commissioner Amoroso as the alternate voting delegate for the National League of Cities Annual Business meeting

Vice Mayor Maxwell announced that it was 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 resumed the gavel.

D. Community Redevelopment Agency member removal process

City Clerk Lopez explained that this was a request for Commission action on whether to begin the removal process of Oswaldo Ona, as a member of the Community Redevelopment Agency (CRA). She said the CRA was a statutorily created board and the governing body may remove a member for inefficiency, neglect of duty, or misconduct in office only after a hearing and only if he or she was given a copy of the charges at least 10 days prior to such hearing and had an opportunity to be heard in person or by counsel.

Comments/requests summaries:

1. Commissioner McVoy commented that Mr. Ona was absent for three meetings related to family health issues outside the country. He said the attendance policy had no provision for this type of absences.
2. Mayor Triolo commented that other board members had absences because of health issues. She said there was a need to adjust the attendance policy.
3. Commissioner Amoroso commented that Mr. Ona was a good board member and asked to table the removal process and reappoint Ozzie Ona to the agency.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to reappoint Ozzie Ona to the Community Redevelopment Agenda and have future discussion on the attendance policy.

Mayor Triolo announced that it was 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.

NOTE: There was no need to reappoint Mr. Ona to the Community Redevelopment Agency since this item was to discuss taking action to begin the removal process.

E. Discuss fire hydrant coverage and pressure

Monica Shaner, Assistant Water Utility Director, explained in detail progress made to fire hydrant coverage since 2013 and the Fiscal Year 2015-2016

projects. She explained in detail the fire hydrant pressure's fireflow testing results, 2013 water model results, and future projects.

F. Review the Beach Fund budget since re-opening the Casino/Pool

Commissioner Amoroso left the meeting at 8:34 PM.

Commissioner McVoy distributed alternative and consensus scenario assumptions for the Fiscal Year 2015-16 Beach Fund analysis.

Mayor Triolo announced that the distributed assumptions reflected Commissioner McVoy's opinion.

City Manager Bornstein explained that this item was to review the Beach Fund to provide a definitive understanding of the budget numbers since the Casino/Pool was reopened in Fiscal Year 2013 through the use of the Burton & Associates model. He said Beach Fund operations were discussed during multiple Fiscal Year 2016 budget work sessions and public meetings. There had been various numbers stated publicly during the budget process as well as those reported in the press. In some cases, he said the numbers did not reflect the actual numbers. In order to move forward, he said it was important to understand and agree upon what happened in prior years and what was projected for the coming year.

Commissioner Amoroso returned to the meeting at 8:38 PM.

City Manager Bornstein explained in detail the summary of revenues and expenses for Fiscal Years 2013 through 2016's budget.

Comments/requests summaries:

1. Commissioner Amoroso asked if the City had working capital because the Casino Complex debt fund had not been paid back in past years.

City Manager Bornstein replied that payment of the loan was within the Commission's right to pay it back or extend the term of payment.

Mayor Triolo replied that the debt payment loan from the City allowed the Commission to decide whether or not to pay it back or extend the term of payment. If the City did not pay the loan back then those surplus funds would go into the working capital reserve.

2. Commissioner McVoy commented that the expenditure numbers showed the City was paying back a portion of the loan.
3. Vice Mayor Maxwell commented that it was important to address the financial, operational, and physical issues of each of the three components of the Beach Fund. Staff needed to provide the full

picture of revenues and expenses in order to be transparent and honest about the true numbers. There was no plan to repay the \$6 million borrowed from the taxpayers to rebuild the Casino Complex. This caused the Commission not to keep their promise to the taxpayers while, at the same time, impose higher than necessary water rates. The Commission needed to regroup and go back to the beginning. The Commission needed to lead, and if they were going to lead, then they needed to first agree on the numbers. It was important for the five elected officials to commit to spending the necessary time and energy to identify those numbers to ensure that there was no misunderstanding of those numbers by the public from now on. He asked for a rational discussion about this issue and wanted to remove the “cloud of conspiracy” of the existence of “a hidden agenda.” He said those fears within Lake Worth were the biggest obstacle that inhibited a rational discussion. He commented that he knew of no angle, conspiracy, or hidden agenda related to the City’s efforts to see the Casino Complex become the best it could be both aesthetically and financially. He proposed the following:

- Ask the City Attorney if the Commission could turn down or eliminate the current Casino Complex private/public offer or offers that were submitted and to tell the world that the City was not soliciting or entertaining any offers until the Commission, as a City, figured out, through a very public process, what it wanted to do.

City Attorney Torcivia replied that the Commission could turn down or eliminate the current offer. He said the City received a private/public proposal from Hudson Holdings on September 28, 2015, that concerned the Casino Complex. The proposal was not solicited by the City and it did not require the Commission to take action on an unsolicited proposal. The Commission could make a motion not to accept the unsolicited proposal.

4. Vice Mayor Maxwell commented that 200 people showed up at a meeting held by Hudson Holdings to solicit public input regarding the beach. He said he was not sure the City could do a better job of soliciting that much public participation had the Commission reached out to everyone in a sincere and meaningful way.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to reject the P3 proposal from Hudson Holdings and take a position that the City was not accepting any more proposals at the Casino Complex and pool until the deficiencies were identified.

Comments/requests summaries:

5. Commissioner McVoy commented that he had spoken about the process for quite a while. He asked the Commission to agree on what

the issues at the beach were and then, as a City and as a Commission reach out to the community and ask them, in an open meeting, what they wanted to do. On the whole, he said he supported Vice Mayor Maxwell's process; however, problems at the beach were identified, what was needed, and how to pay for them were discussed during an August budget work session. Burton & Associates and staff helped the Commission balance the "wish list" budget by adjusting the Casino Complex debt repayment and increasing the beach parking rates. He distributed an alternative scenario showing no adjustment of debt payment and no increase in the beach parking rates. He asked that the consensus scenario and alternative scenario assumptions be added into the minutes. He said the alternative scenario assumption did not pay for the Commission's "wish list", which was why he voted against it. The Commission wanted public safety, but that safety needed to be paid for. The Commission knew the consequences. He agreed with the proposal to shut down things, but also wanted the Commission to own up to the fact that three elected officials set up this situation now before them.

6. Commissioner Maier reminded the Commission that a "kitchen cabinet" of members from the public recommended the City go out to a real estate broker.

City Manager Bornstein replied that the City officials ended the Invitation to Negotiate process last week. He said he did not have time to go back to the "kitchen cabinet" members for their input.

Commissioner Amoroso replied that he had a problem with going out for a real estate broker and paying them. There was a need to talk to the Casino Complex tenants about their impact on raising the beach parking fee. He said he was the Commission's representative on the Invitation To Negotiate Committee, and there was discussion that currently there was not enough parking to accommodate the businesses.

7. City Manager Bornstein commented that the Commission could make the Beach Fund balance. However operationally, staff had to live with that budget on a day to day basis.
8. Mayor Triolo asked if the community thought it was okay not to pay the debt in order to make the Beach Fund balance look good.
9. Commissioner McVoy commented that no one said the debt was not being paid. The Commission agreed to pay the debt in 14 years instead of 12. The loan would be paid in full. There was an assertion that not paying the loan in 12 years caused the water rate to increase.

10. Mayor Triolo commented that the rules were being changed because the debt was not converted from a loan from the City to a standard loan.
11. Vice Mayor Maxwell asked where the \$6 million debt obligation could be found in the budget book.

Nerahoo Hemraj, Finance Director, replied that the debt would be found in the City's Comprehensive Annual Financial Report and not in the budget book.

12. Vice Mayor Maxwell commented that previous Commission never had a policy or formally said they would not honor their debt promise. The beach parking fees were carrying the total Beach Fund revenues. He said the parking fees were never intended to pay for the Casino Complex.
13. Commissioner McVoy commented that it was customary in business for financial numbers to include both liabilities and assets. He said it was his understanding that with government accounting this was different and did not include the assets.

Mr. Hemraj replied that this statement was incorrect. He explained that Commissioner McVoy was looking at income versus expenses and not liabilities versus assets. From a budgetary perspective, he said the Commission needed to look at revenues versus expenses, which showed a \$152,999 deficit in Fiscal Year 2016.

Erick van Malssen, Burton & Associate's Consultant and Project Manager, showed various debt payment scenarios.

Comments/requests summaries:

14. City Manager Bornstein commented that the scenarios showed that the Beach Fund was not sustainable. He said he hoped the Commission could agree on the numbers and what they meant.
15. Mayor Triolo commented that she was uncomfortable because the rules could be changed, which set a poor tone in moving forward.

Mayor Triolo announced that it was time for public comment.

Loretta Sharpe said there was a consensus that the public could not speak during the budget work sessions. The beach needed more operational and capital improvements than was agreed upon. She said she did not want the terms of the debt to be changed and asked for the full Commission to hear what the people wanted.

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

City Manager Bornstein announced that the numbers presented would be pushed out to the press and to everyone.

Comments/requests summaries:

16. Commissioner McVoy commented that the City Manager said the numbers were correct.
17. Vice Mayor Maxwell commented that he did not want the community to think there was an \$812,601 working capital reserve when the debt was not paid back.
18. Mayor Triolo commented that the capital reserve was correct because the loan debt was not paid back at its original term.

City Manager Bornstein replied that the Beach Fund balance would not exist if the debt had been paid back at its original term.

Consensus: Agreed that the numbers were correct.

Comments/requests summaries:

19. Commissioner Amoroso asked for clarity on the financial numbers, leakage, and damage at the Casino Complex.
20. Commissioner McVoy commented that, if there was a shortfall or a portion of shortfall, it be made clear that some of the shortfalls were because of the decisions made on the dais.

City Manager Bornstein replied that there was a fundamental disagreement on the shortfalls. The expenses and revenues were approved by the majority of the Commission. This discussion would happen each year until a decision was made on what to do at the Casino Complex. He reminded the Commission that there was no space for the staff.

21. Vice Mayor Maxwell commented that he was not sure if anything was accomplished tonight. He said he came to the meeting with the expectation that the Commission would agree on whether there was a deficit at the Casino Complex with the obligation to pay for it. He asked if there was a deficit at the pool and deficit at the Casino Complex. He said the beach parking revenue was never intended to pay for the Casino Complex and never intended to pay for the pool.

13. LAKE WORTH ELECTRIC UTILITY:

A. CONSENT AGENDA:

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

B. PUBLIC HEARING:

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

C. NEW BUSINESS:

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

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia did not provide a report.

15. CITY MANAGER'S REPORT

A. November 10, 2015 – draft Commission agenda

City Manager Bornstein did not provide a report.

16. ADJOURNMENT:

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to adjourn the meeting at 9:40 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: November 10, 2015

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



AGENDA DATE: November 10, 2015, Regular Meeting

DEPARTMENT: Finance Department

EXECUTIVE BRIEF

TITLE:

Resolution No. 58-2015 - 1st amendment to the Fiscal Year 2016 budget

SUMMARY:

This Resolution amends the City of Lake Worth FY 2015-2016 budget by appropriating existing fund balances from the Electric Fund, Self-Insurance Fund, Building Permit Fund, and General Fund to meet capital and operational expenditures.

Additionally, this budget amendment seeks authorization to establish a new fund # 306 namely, Performance Contract Fund specifically being set up to create a transparent and accountable record of the Seimens Energy Services project funded from the Bank of America Loan.

BACKGROUND AND JUSTIFICATION:

On September 22nd, 2015 the City Commission adopted the FY 2015-2016 annual budget which contained projections for all expenditures. However, said budget did not anticipate or record the following expenditures.

1) **Electrical Fund:**

These funds will be used for Professional & Contractual Legal Consulting Services for Garden, Bist, Weiner in the amount of \$25,000:

2) **Self-Insurance Fund:**

This request to transfer \$130,000 will be used for the purchase of a modular office trailer to replace the severely damaged existing office trailers for the Public Services Administrative staff. This agenda item was presented to, and approved by the City Commission on July 14th, 2015 for said amount of \$130,000:, but the purchase was not completed before 9/30/2015 due to a lengthy permitting process as outlined in a memo from Public Services dated 10/23/2015 (herein attached), hence the need for re-authorization under fiscal year 2016.

3) **Performance Contract Fund:**

Authorization to execute and operate a new fund # 306 (Performance Contract Fund) to record all related transactions both revenues and expenditures in a transparent and accountable manner, as it

relates to the Energy Services Agreement with Seimens Industry, Inc. adopted by the City Commission on September 1st, 2015; and funded from a Bank of America Loan.

4) **Building Permit Fund:**

Funding is requested for the purpose of providing office space for Community Sustainability/ Building Permit and Customer Service staff in the amount of \$217,500. This project includes the enclosure of an approximately 1,400 sq. ft. porch area to provide additional office space. In addition, some existing office space will be converted to a large file storage room. Project also includes purchase of office system furnishings and other related components to complete the office conversion.

MOTION:

I move to approve / not approve Resolution No. 58-2015.

ATTACHMENT(S):

Fiscal Impact Analysis

Resolution

CIP for Community Sustainability

Rollover of Funding for Public Services

FISCAL IMPACT ANALYSIS

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

EXHIBIT A				
Fund Name/ Acct #	Account Description		Increase Revenues	Increase Expenditures
<u>1</u>				
Electric Fund				
401-0000-395-00-00	Use of Fund Balance	N/A	25,000	
401-6020-531-31-10	Contractual Legal Fees	N/A		25,000
<u>2</u>				
Self-Insurance Fund				
520-0000-395-00-00	Use of Fund Balance	N/A	130,000	
520-9010-581-91-80	Transfer to Capital Proj	N/A		130,000
301-0000-381-50-20	Self Insurance Fund	N/A	130,000	
301-5060-513-62-20	Buildings/Structures	N/A		130,000
<u>3</u>				
Performance Contract Fund # 306				
306-XXXX-XX-XX-XX	Loan Proceeds	N/A	22,964,693	
306-XXXX-XX-XX-XX	Direct Purchase	N/A		10,259,014
306-XXXX-XX-XX-XX	Contractual Services	N/A		11,917,971
306-XXXX-XX-XX-XX	Contingency	N/A		787,708
<u>4</u>				
Building Permit Fund				
103-0000-395-00-00	Use of Fund Balance	N/A	217,500	
103-2020-515-62-10	Buildings/Structures	N/A		217,500

B. Department Fiscal Review: CE

1
2
3 RESOLUTION NO. 58-2015, A GENERAL APPROPRIATION RESOLUTION OF
4 THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE
5 OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS
6 AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY
7 OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS
8 FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR
9 BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; AND
10 PROVIDING FOR AN EFFECTIVE DATE.

11
12 WHEREAS, the City of Lake Worth, Florida (the "City") previously adopted
13 the FY 2016 Annual Operating Budget pursuant to Resolution 53-2015 on
14 September 22, 2015; and

15 WHEREAS, the City finds it is necessary and essential to amend the FY
16 2016 Annual Operating Budget as set forth in this Resolution; and,

17 WHEREAS, adoption of the FY 2016 Annual Operating Budget
18 amendments set forth herein serves a valid public purpose.

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

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

24
25 Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall
26 mean the period of time beginning October 1, 2015, and ending and including
27 September 30, 2016.

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

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

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

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

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

49
50 Section 7. Except as amended in Exhibit "A" hereto, the remainder of the FY
51 2016 Annual Operating Budget for the fiscal year remains in full force and effect.

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

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

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

65 Mayor Pam Triolo thereupon declared this Resolution duly passed and
66 adopted on the 10th day of November, 2015.

67
68
69 LAKE WORTH CITY COMMISSION

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

75
76 ATTEST:

77
78 _____
79 Pamela J. Lopez, City Clerk
80

EXHIBIT A				
Fund Name/ Acct #	Account Description		Increase Revenues	Increase Expenditures
<u>1</u>				
Electric Fund				
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520-0000-395-00-00	Use of Fund Balance	N/A	130,000	
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301-0000-381-50-20	Self Insurance Fund	N/A	130,000	
301-5060-513-62-20	Buildings/Structures	N/A		130,000
<u>3</u>				
Performance Contract Fund # 306				
306-XXXX-XX-XX-XX	Loan Proceeds	N/A	22,964,693	
306-XXXX-XX-XX-XX	Direct Purchase	N/A		10,259,014
306-XXXX-XX-XX-XX	Contractual Services	N/A		11,917,971
306-XXXX-XX-XX-XX	Contingency	N/A		787,708
<u>4</u>				
Building Permit Fund				
103-0000-395-00-00	Use of Fund Balance	N/A	217,500	
103-2020-515-62-10	Buildings/Structures	N/A		217,500



Capital Improvement Program (CIP) Project Request Form

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

(Page 1 of 2)

Budget Amendment

Project Title:	Community Sustainability Office Remodel	Category Criteria	Improvements
Department:	Community Sustainability	Division:	Administration
Project Manager:	William Waters	Project Location:	1900 2nd Ave
Project Identification Number:	XX-XX-XXXX	Programmed:	No
Project Type / Duration:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Existing <input type="checkbox"/> 1-Year <input type="checkbox"/> Multi-Yr	Project Priority:	1

BUDGETED EXPENDITURE SCHEDULE

Project Elements:	Estimated Expenditures PYs 9/30/14	FY2015 Bud	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Project Estimate
Pre-Construction (i.e. Survey)								-
Design / Plans / Engineering			2,500					2,500
Land Acquisition								-
Permits								-
Construction			15,000					15,000
Inspection / Testing								-
Furniture / Fixtures / Equipment			20,000					20,000
Contingency / Miscellaneous								-
Other / Indirect								-
Total Expenditures		-	37,500	-	-	-	-	\$ 37,500

Project Description:

Since the Department for Community Sustainability was organized in FY 2011/2012, which includes five divisions - Administration, Business Licenses, Building, Code Compliance and Planning, Zoning and Historic Preservation, the staff has grown from 18 full time employees to 27 full time employees and 3 part time employees. Space is a premium and the customer service experience is poor at best. This project will reorganize the customer service experience, provide new office systems furniture to create a true customer service counter, serve to improve security and clear separation between public clients and the staff, and increase offer all file storage space.

Project Need / Justification / Benefits:

Beginning in April 2012, the City has adopted a number of new initiatives to improve the customer service experience and to facilitate improved efficiencies and effectiveness. The last remaining customer service area to receive any attention is 1900 Second Avenue, which was never designed to handle the number of customers visiting the Community Sustainability Department. Proposed project will reorganize space as well as improve security for line staff as well as improve delivery of services to the City's customers.

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

	-	-
	-	-
	-	-

REVENUE / FUNDING SCHEDULE								
#1) City Funding:	Estimated Expenditures PYs 9/30/14 FY2015 Bud		FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Project Estimate
General Fund - 001								-
Building Permit Fund - 103			37,500					37,500
Capital Projects Fund - 301								-
Park of Commerce - 304								-
Master Plan Fund - 305								-
Electric Fund - 401								-
Water Fund - 402								-
Local Sewer Fund - 403								-
Regional Sewer Fund - 405								-
Stormwater Fund - 408								-
Refuse Fund - 410								-
Information Tech. Fund - 510								-
Garage Fund - 530								-
Total City Funding:		-	37,500	-	-	-	-	\$ 37,500
#2) Grant Funding:	Estimated Expenditures PYs 9/30/14 FY2015 Bud		FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Project Estimate
Federal Grants								-
State Grants								-
County Grants								-
Total Grant Funding:		-	-	-	-	-	-	\$ -
#3) Other Outside Funding:	Estimated Expenditures PYs 9/30/14 FY2015 Bud		FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Project Estimate
Bank Loan / Debt								-
Bond Proceeds								-
Internal Financing								-
Total Other Outside Funding:		-	-	-	-	-	-	\$ -
#4) Revenue Enhancements:	Estimated Expenditures PYs 9/30/14 FY2015 Bud		FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Project Estimate
								-
								-
Total Revenue Enhancements:		-	-	-	-	-	-	\$ -
Revenue Funding Summary:	Estimated Expenditures PYs 9/30/14 FY2015 Bud		FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Project Estimate
City Funding	-	-	37,500	-	-	-	-	37,500
Grant Funding	-	-	-	-	-	-	-	-
Other Outside Funding	-	-	-	-	-	-	-	-
Revenue Enhancements	-	-	-	-	-	-	-	-
Total Revenue Funding:		-	37,500	-	-	-	-	\$ 37,500
<p>This section must be completed for all applicable projects. Please list future revenues and expenses once project is completed and fully operational.</p>								
Net Operational Impact:								
A. Revenues Generated:		B. Expenses Incurred:					Net Impact	
A.1- Revenue #1	-	B.1- Personnel:	-	B.5- Utilities:	-			
A.2- Revenue #2	-	B.2- Debt Service Costs:	-	B.6- Materials/Supplies:	-			
A.3- Revenue #3	-	B.3- Contract Services:	-	B.7- Equipment:	-			
A.4- Revenue #4	-	B.4- Fixed Costs:	-	B.8- Miscellaneous:	-			
Revenue Totals (A.1 -to- A.4)	-	Expense Totals (B.1 -to- B.8)			-	\$ -		



Capital Improvement Program (CIP) Project Request Form

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

(Page 1 of 2)

Budget Amendment

Project Title:	Community Sustainability Office Remodel	Category Criteria	Improvements
Department:	Community Sustainability	Division:	Administration
Project Manager:	William Waters	Project Location:	1900 2nd Ave
Project Identification Number:	XX-XX-XXXX	Programmed:	No
Project Type / Duration:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Existing <input type="checkbox"/> 1-Year <input type="checkbox"/> Multi-Yr	Project Priority:	1

BUDGETED EXPENDITURE SCHEDULE

Project Elements:	Estimated Expenditures PYs 9/30/14	FY2015 Bud	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Project Estimate
Pre-Construction (i.e. Survey)								-
Design / Plans / Engineering								-
Land Acquisition								-
Permits								-
Construction			150,000					150,000
Inspection / Testing								-
Furniture / Fixtures / Equipment			30,000					30,000
Contingency / Miscellaneous								-
Other / Indirect								-
Total Expenditures		-	180,000	-	-	-	-	\$ 180,000

Project Description:

Since the Department for Community Sustainability was organized in FY 2011/2012, which includes five divisions - Administration, Business Licenses, Building, Code Compliance and Planning, Zoning and Historic Preservation, the staff has grown from 18 full time employees to 27 full time employees and 3 part time employees. Space is a premium and the working conditions have become rather stressful. In addition, the majority of the Departments files are either at the City Hall basement or in unconditioned space, which is both harmful to the documents as well as inconvenient to provide access to either staff or the public. This project includes the enclosure of an approximately 1,400 sq. ft. porch area to provide additional office space. In addition, some existing office space will be converted to a large file storage room. Project also includes purchase of office system furnishings and other related components to complete the office conversion.

Project Need / Justification / Benefits:

The Building Division has outgrown the space allotted for it at 1900 Second Avenue. When the division was moved to the location, there were 2 staff members and now there are 5. In addition, the city's building files remain in the basement of city hall where access, security and environmental conditions are problematic. The proposed project will consolidate all aspects of the building division and allow for improved delivery of customer service needs and efficiency in reviewing plans.

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

	-		-
	-		-
	-		-

REVENUE / FUNDING SCHEDULE

#1) City Funding:	Estimated Expenditures PYs 9/30/14	FY2015 Bud	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Project Estimate
General Fund - 001								-
Building Permit Fund - 103			180,000					180,000
Capital Projects Fund - 301								-
Park of Commerce - 304								-
Master Plan Fund - 305								-
Electric Fund - 401								-
Water Fund - 402								-
Local Sewer Fund - 403								-
Regional Sewer Fund - 405								-
Stormwater Fund - 408								-
Refuse Fund - 410								-
Information Tech. Fund - 510								-
Garage Fund - 530								-
Total City Funding:		-	180,000	-	-	-	-	\$ 180,000

#2) Grant Funding:	Estimated Expenditures PYs 9/30/14	FY2015 Bud	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Project Estimate
Federal Grants								-
State Grants								-
County Grants								-
Total Grant Funding:		-	-	-	-	-	-	\$ -

#3) Other Outside Funding:	Estimated Expenditures PYs 9/30/14	FY2015 Bud	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Project Estimate
Bank Loan / Debt								-
Bond Proceeds								-
Internal Financing								-
Total Other Outside Funding:		-	-	-	-	-	-	\$ -

#4) Revenue Enhancements:	Estimated Expenditures PYs 9/30/14	FY2015 Bud	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Project Estimate
								-
								-
Total Revenue Enhancements:		-	-	-	-	-	-	\$ -

Revenue Funding Summary:	Estimated Expenditures PYs 9/30/14	FY2015 Bud	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Project Estimate
City Funding	-	-	180,000	-	-	-	-	180,000
Grant Funding	-	-	-	-	-	-	-	-
Other Outside Funding	-	-	-	-	-	-	-	-
Revenue Enhancements	-	-	-	-	-	-	-	-
Total Revenue Funding:		-	180,000	-	-	-	-	\$ 180,000

This section must be completed for all applicable projects.
Please list future revenues and expenses once project is completed and fully operational.

Net Operational Impact:

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



OFFICE OF PUBLIC SERVICES DEPARTMENT

1749 3rd Avenue South · Lake Worth, Florida 33460 · Phone: 561-586-1720 · Fax: 561-586-1750

INTERNAL MEMORANDUM

October 23, 2015

To: Nerahoo Himraj, Finance Director
From: Felipe Lofaso, Assistant Director Public Services

RE: Budget amendment for rollover of funding for Public Services Trailer purchase

The City of Lake Worth's Public Services Dept. has been approved by City Commission on July 14, 2015 to purchase a new triple wide office trailer unit from Mobile Modular. The existing Public Services trailers are dilapidated and have become irreparable due to mold, water intrusion, and structural failure.

The process of permitting the triple wide trailer with the City's Building Department has to be performed prior to the issuance of a Purchase Order to insure the unit that is ordered is up to the latest codes and meets the Building Department's permit requirements. The permit process has recently been completed and reviewed (10/13/2015) and the trailer is ready to be ordered.

Public Services is requesting the \$130,000 that was approved by Commission in FY2015 be rolled over to FY2016 so the trailers may be purchased and the existing trailers removed from the City.

Felipe Lofaso

Felipe Lofaso, Assistant Director of Public Services



AGENDA DATE: November 10, 2015, Regular Meeting

DEPARTMENT: Legal

EXECUTIVE BRIEF

TITLE:

Resolution No. 59-2015 - amend the Commission's Rules of Procedures to include a policy for Invocation or Moment of Silence

SUMMARY:

The Resolution would amend Rule 5 *Order of Business* to include a policy for either an Invocation or Moment of Silence by the Mayor or member of the Commission on a rotating basis.

BACKGROUND AND JUSTIFICATION:

From time to time, the City Commission have amended their Rules of Procedures to follow new legislative rules or to provide for more public input on agenda items. This amendment includes a procedural change to provide for the Mayor or a member of the Commission, on a rotating basis, to offer an Invocation or Moment of Silence.

MOTION:

I move to approve/not approve Resolution No. 59-2015.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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RESOLUTION NO. 59-2015 OF THE CITY OF LAKE WORTH, FLORIDA, ADOPTING RULES AND PROCEDURES FOR THE CITY COMMISSION; REPEALING RESOLUTION NO. 56-2013 AND ANY OTHER RESOLUTION IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in Resolution No. 56-2013, the City Commission adopted rules and procedures for its meetings; and

WHEREAS, in Rule 5 of Resolution No. 56-2013, entitled "Order of Business", the City Commission authorized an Invocation, which has been historically provided at City Commission meetings; and

WHEREAS, historically, the purpose of the Invocation was ceremonial in nature and to encourage thoughtful and united decision-making; and

WHEREAS, the City Commission desires to have the option of offering either an Invocation or Moment of Silence, on a rotating basis, at City Commission meetings.

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

Section 1. Rule 5, entitled "Order of Business" in Resolution No. 56-2013 is amended to read as follows:

RULE 5
ORDER OF BUSINESS

(7) The Invocation or Moment of Silence shall be offered by the Mayor or a member of the Commission on a rotating basis.

Section 2. This amendment shall be included in the Rules and Procedures of the Lake Worth City Commission as set forth in Exhibit "A", which is attached hereto and is hereby adopted.

Section 3. Resolution 56-2013 and any other resolution in conflict herewith are hereby repealed.

Section 4. This Resolution shall become effective upon its adoption.

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

- Mayor Pam Triolo
- Vice Mayor Scott Maxwell
- Commissioner Christopher McVoy

52 Commissioner Andy Amoroso
53 Commissioner Ryan Maier

54

55 The Mayor thereupon declared this Resolution duly passed and adopted
56 on this 10th day of November 2015.

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LAKE WORTH CITY COMMISSION

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By: _____
Pam Triolo, Mayor

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65 ATTEST:

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68 _____
Pamela J. Lopez, City Clerk

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Exhibit A

RULES OF PROCEDURE
LAKE WORTH CITY COMMISSION

RULE 1
SCHEDULING OF MEETINGS AND WORK SESSIONS

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- (1) Regular meetings of the City Commission shall be held on the first and third Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth, Florida, beginning at 6:00 P.M.

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82 If a regular meeting date falls on a holiday, the meeting shall be held in the Commission Chambers, at City Hall on the next day immediately following the holiday, beginning at 6:00 P.M.

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86 The City Commission may cancel not more than one regular meeting in any month.

- 87
88 (2) A special meeting of the City Commission to canvass ballots shall be held as required by the City Charter. Other special meetings may be called by a majority of the members of the City Commission or by the Mayor. Notice of special meetings shall be given to each Commissioner ¹ and to the public at least twenty-four (24) hours in advance except for emergency meetings. If the Mayor or a member of the Commission is absent from the City or otherwise beyond reach of actual notice, failure to give such notice shall not prevent the convening of the special meeting. The City Commission may act on any matter presented at the special meeting unless prohibited by the City Charter or by rules established by the City Commission. Special meetings shall be held in the Commission Meeting Room at City Hall, 7 North Dixie Highway, Lake Worth, Florida, or at such other location within the City as may be designated in the notice of the special meeting, beginning at a time to be specified in the notice of the special meeting.

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102 (3) Work Sessions of the City Commission may be called by a majority of the members of the City Commission or by the Mayor, and any matter may be discussed or studied at a work session. Any matter that appears likely to take more than thirty (30) minutes shall be discussed or studied at a work session prior to official action of the City Commission, unless this requirement is waived by a majority vote. No official action of the City Commission shall be taken at a work session. All work sessions shall end at 10:00 P.M. At 10:00 P.M. the City Commission shall cease further discussion on the business on the table and, upon a majority consensus of the City Commission present, determine whether or not to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. Thereafter, the meeting shall end, unless extended one hour, upon a majority consensus of the City Commission present. All meetings shall adjourn automatically at 12:00 AM.

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115 (4) "District Public Forums" may be held by the City Commission on a quarterly basis, one to be held in each district of the City on a rotating basis. Notice of such meetings shall be posted no less than 14 days before each meeting. No official action shall be taken at these meetings.

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¹ As used in these rules, "Commissioner" means any City Commissioner or the Mayor unless the
123 context clearly indicates otherwise.
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125 (5) All regular and special meetings shall end at 10:00 P.M. At 10:00 P.M. the City
126 Commission shall cease further discussion on the business on the table and, upon a
127 majority vote of the City Commission present, determine whether or not to (1) adjourn
128 the meeting; or (2) extend the meeting and continue to conduct the meeting until
129 11:00 PM. Thereafter, the meeting shall end, unless extended one hour, upon a
130 majority vote of the City Commission present. All meetings shall adjourn automatically
131 at 12:00 AM.

132
133 Rule 1 is exempt from the provisions of Rule 11 Amendment or Waiver of Rules and shall not
134 be waived, except where such waiver is expressly permitted in paragraph (3) of Rule 1, and
135 shall only be amended by Resolution.

136
137

138 RULE 2
139 QUORUM

140

141 A majority of the City Commission shall constitute a quorum; a smaller number may adjourn a
142 meeting or recess a meeting to a time certain. No ordinance, resolution, or motion shall be
143 adopted except by the affirmative vote of at least three members of the City Commission.

144

145

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147 RULE 3
148 ABSENT MEMBER PARTICIPATION BY TELEPHONE CONFERENCE

149

149 A member of the City Commission who is absent due to extraordinary circumstances may
150 participate and vote by telephone conference in a Commission meeting where there is a physical
151 quorum present at the physical meeting site, with such extraordinary circumstances being the
152 following:

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1. Serious illness;

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2. Receiving medical treatment; or

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3. Unable to attend due to being physically disabled.

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161 provided that no more than one (1) member of the City Commission may so participate in any
162 City Commission meeting.

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166 RULE 4
167 DUTIES AND RESPONSIBILITIES OF THE "CHAIR"

168

169

(1) The Mayor shall be the presiding officer of the City Commission, and shall be referred
170 to as the "Chair" when sitting in that capacity. In case of the absence or the disability
171 of the Mayor, the Vice Mayor shall assume the responsibilities of the presiding officer,
172 and if both are absent or disabled, the Vice Mayor Pro Tem shall preside.

173

174

(2) The Chair shall preserve order. The Chair may call to order any member of the
175 Commission and any member of the public who shall violate any of these rules or
176 otherwise disrupt the orderly proceeding of the meeting. The Chair shall decide all
177 questions of order subject to a majority vote on an appeal of the decision.

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(3) The Chair shall recognize all Commissioners who seek the floor while entitled to do
so.

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- (4) The Chair shall not make or second a motion.

RULE 5
ORDER OF BUSINESS

- (1) The order of business for a regular meeting shall ordinarily be:
 - 1. Roll Call
 - 2. Invocation or Moment of Silence offered by the Mayor or a member of the Commission
 - 3. Pledge of Allegiance
 - 4. Agenda-Additions/Deletions/Reordering
 - 5. Presentations
 - 6. Commission Liaison Reports and Comments
 - 7. Public Participation on Non-Agendaed Items and Consent Agenda
 - 8. Approval of Minutes
 - 9. Consent Agenda
 - 10. Public Hearings
 - 11. Unfinished Business
 - 12. New Business
 - 13. Lake Worth Electric Utility
 - 14. City Attorney's Report
 - 15. City Manager's Report
 - 16. Adjournment
- (2) The order of business may be revised by a majority vote.
- (3) Matters may be placed on the agenda by any Commissioner, the City Manager, or the City Attorney.
- (4) Except for matters advertised for public hearing, any matter may be removed from an agenda by the person who placed it on the agenda or by a majority vote.
- (5) When a matter comes before the Commission which directly affects one election district, the Commissioner from that district shall have the privilege of both expressing his or her views and making a motion on that matter first.
- (6) Matters may be placed under Presentations by any Commissioner or the City Manager.
- (7) The Invocation or Moment of Silence shall be offered by the Mayor or a member of the Commission on a rotating basis.

RULE 6
DEBATE OF MOTIONS; VOTING

- (1) When debating or discussing a motion, a Commissioner shall address the Chair and await recognition before speaking. The Commissioner making a motion is entitled to the floor first for debate. No Commissioner is entitled to the floor a second time on the same motion as long as any other Commissioner who has not spoken on the issue desires the floor.
- (2) Motions and amendments can be withdrawn or modified by the maker at any time prior to the Chair's stating the question on the motion; after that time, the permission

- 237 of the Commission majority must be obtained. The Chair cannot close debate as
238 long as any member who has not exhausted his right to debate desires the floor.
239
- 240 (3) Members of the audience are permitted to speak upon opening of the floor for public
241 comment by the Chair on all issues of Public Hearing, Unfinished Business, and New
242 Business. Members of the audience are permitted to speak on all issues of Consent
243 Agenda, not removed for discussion, during Public Participation of Non-Agendaed
244 Items. When the floor is open for public comment, the time shall be limited to two
245 minutes per speaker. During a public hearing, the applicant shall have ten minutes
246 to make his or her presentation but the time may be extended to permit questioning
247 of the applicant or the applicant's witnesses.
248
- 249 (4) A member of the audience who speaks to the City Commissioner may be questioned
250 for additional information, but Commissioners shall not engage in debate with a
251 member of the audience. Members of the audience may ask questions but may not
252 compel a Commissioner, the City Manager, or the City Attorney to answer questions
253 during a meeting.
254
- 255 (5) The Chair shall restate all motions before the vote is taken.
256
- 257 (6) A tie vote shall constitute a continuance of the item to the next regular meeting, but
258 upon a tie vote on the same item at the next meeting, the item shall not be
259 rescheduled except upon the request of the City Manager, the City Attorney, or a
260 Commissioner.
261
- 262 (7) The failure of a motion stated in the negative shall not be deemed an affirmative
263 action. For example, the failure of a motion to deny shall not constitute an approval.
264
- 265 (8) During a presentation, the presenter shall have ten minutes to make his or her
266 presentation but the time may be extended to permit questioning of the presenter.
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269 **RULE 7**
270 **NON-DEBATABLE MOTIONS**
271

272 The following motions are not debatable:

- 273
274 To adjourn;
275 To lay on the table;
276 To take from the table;
277 To divide a question;
278 To close or re-open nominations;
279 To take a recess;
280 A point of information;
281 An appeal of a decision of the Chair;
282 The previous question.
283

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285 **RULE 8**
286 **RECONSIDERATION**
287

288 Any member of the Commission may move to reconsider any action of the Commission
289 provided that new relevant information is presented to the Commission and the motion be
290 made by the next regular Commission meeting. No motion to reconsider shall be made more
291 than once on any subject or matter.
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RULE 9
COMMISSION MINUTES

Copies of the minutes of the regular meetings shall be furnished, when possible, at least seven days prior to the next regular meeting. Such minutes shall stand confirmed at the regular meeting of the Commission without the reading thereof in open meeting unless some inaccuracy or error is pointed out by some member of the Commission present, and in such event, an appropriate correction shall be made. Upon request, the City Manager will cause the City Clerk to provide any Commissioner with copies of tapes or transcribed excerpts of tapes of City Commission meetings. No member shall suggest to the City Clerk any revision in minutes of meetings before the same shall have been submitted to the full Commission for approval, unless specifically requested by the Clerk to make clarification.

RULE 10
ADOPTION OF ROBERT'S RULES OF ORDER

Robert's Rules of Order, Newly Revised, are adopted as the rules of procedure of the City Commission, but such Rules shall not take precedence over any provision of Florida law, the City Charter, an ordinance or resolution of the City, or these rules, which shall govern in the event of conflict. A failure to comply with Robert's Rules of Order or these rules shall not affect the validity of any action taken by the City Commission.

RULE 11
AMENDMENT OR WAIVER OF RULES

These rules of procedure may be amended or waived by a majority vote, provided that no such amendment shall conflict with any applicable provision of Florida law, the City Charter, or an ordinance of the City.

RULE 12
AGENDA PROCEDURES

(1) Agenda submittal deadline: The deadline for submitting items for inclusion on an agenda shall be no later than 12:00 PM on Friday, 11 days prior to a regularly scheduled Commission meeting.

(2) Agenda distribution deadline: The deadline for distributing a final agenda with supporting documents shall be no later than Thursday, the week prior to a regularly scheduled City Commission meeting.

For all special or workshop City Commission meetings, the agendas with supporting documents will be distributed consistent with the timeframe referenced above.

(3) Amendment to agenda: There shall be no changes, revisions or alterations (add-ons) to a distributed City Commission agenda unless the matter is deemed to be an emergency.

In the case of an emergency, any person or City Commissioner requesting a change, revision or alteration (add-on) to the City Commission agenda must do so in writing, provide written justification for the emergency within the narrative of an agenda memorandum, and include supporting backup material to the City Manager no later than 5:00 PM the Friday before a regularly scheduled Commission meeting.

350 The name of the person or City Commissioner requesting the change, revision or
351 alteration (add-on) shall be placed with the agenda item to be presented. The written
352 justification and supporting backup material shall be submitted to the City
353 Commission prior to a regularly scheduled Commission meeting.

354
355 At the beginning of the City Commission meeting, the City Commission shall review
356 the emergency and, in its discretion, will determine whether it will accept, review and
357 take action on the matter requested.

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RULE 13
PRESERVE ORDER

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City Commission members shall not accept receipt of, read or place e-mails, text messages,
364 notes, or phone calls during public meetings and executive sessions of the City Commission.

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RULE 14
DECORUM FOR CITIZEN PARTICIPATION

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(a) In support of and respect for an open, fair and informed decision-making process, the
371 City Commission and Administration recognize that:

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(1) Civil, respectful and courteous discourse and behavior are conducive to the
374 democratic and harmonious airing of concerns and decision making; and

375

376

(2) Un-civil discourse and/or discourteous and inappropriate behavior have a negative
377 impact on the character and productivity of the decision-making process.

378

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(b) In an effort to preserve the intent of open government and maintain a positive
380 environment for citizen input and Commission decision-making, the following Rules of
381 Decorum for Citizen Participation have been established.

382

383

Compliance with these rules is expected and appreciated. The Rules of Decorum for Citizen
384 Participation will be included in the agenda and will be referenced at the beginning of each
385 Commission meeting and Commission Work Session by the Chair. A written list of the Rules
386 of Decorum for Citizen Participation will also be printed and mounted upon the walls of the
387 Commission Chamber and Conference Room and upon the speaker's podium in the
388 Commission Chamber.

389

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(1) Speakers will conduct themselves in a civil and respectful manner at all times.

391

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(2) Speakers will address the Chair.

393

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(3) Questions to Commission members or City staff will be facilitated by the Chair.

395

396

(4) Speakers will refrain from the use of obscene language, "fighting words" likely to
397 incite violence from the individuals(s) to whom the words are addressed, or other
398 language which is disruptive to the orderly and fair progress of discussion at the
399 meeting.

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(5) Speakers will refrain from making comments of a personal nature regarding others.

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(6) Name-calling and/or obscenity is forbidden.

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- 405 (7) Shouting, yelling or screaming is forbidden.
406
407 (8) Commission Work Session or Public Hearing attendees (audience) will refrain from
408 commenting, shouting, booing, clapping, stomping feet or other inappropriate
409 and/or disruptive behavior. Brief clapping is permissible at the end of a speaker's
410 comments.
411
412 (c) It is the intent of Commission to maintain order and enforce the Rules of Decorum for
413 Citizen Participation for its meetings. Disregard of these rules will be met with the
414 following consequences:
415
416 (1) The Chair will identify out loud the out-of-compliance behavior and request for the
417 behavior to stop;
418
419 (2) The Chair will ask the speaker to have a seat if he/she continues to disrupt the
420 meeting;
421
422 (3) If the speaker refuses to have a seat, the Chair will recess the meeting; and
423
424 (4) Will instruct a law enforcement officer to instruct the speaker to stop the disruptive
425 conduct and escort the speaker out of the meeting venue.



AGENDA DATE: November 10, 2015, Regular Meeting

DEPARTMENT: City Attorney's Office

EXECUTIVE BRIEF

TITLE:

Resolution No. 60-2015 - Amendment No. 1 to the Professional Services Agreement (Special Magistrate Services) with Diane James-Bigot

SUMMARY:

This Resolution authorizes Amendment No. 1 to an agreement with Diane James-Bigot for Special Magistrate Services to increase the hourly rate from \$165/per hour to \$190/per hour.

BACKGROUND AND JUSTIFICATION:

Effective on October 1, 2012, the City entered into a Professional Services Agreement for Special Magistrate Services with Diane-James-Bigot, Esquire. Ms. Bigot has been compensated for such services at an hourly rate of \$165.00. She has served as the Special Magistrate for three years and has continued to fulfill her responsibilities in a professional and impartial manner. Based upon Ms. Bigot's qualifications, experience and the quality of services provided, it is recommended that her hourly rate be \$190.00/per hour which is a reasonable rate for the position and responsibility.

MOTION:

I move to approve / not approve Resolution No. 60-2015.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution with Amendment

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	\$16,150	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	\$16,150	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: A standing purchase order for Special Magistrate services is created each year and allocated to the Professional Services (Legal) account line item. For FY 2016, \$701,500 was budgeted for legal services. The expenditure for Special Magistrate services in the FY 2016 was budgeted at \$16,150.

Legal Services		Special Magistrate's Services				
Account Number (s)	Account Description	Project #	FY 2016 Budget	Agenda Expense	Budget Xfer	Balance
001.1110.514.31-10	Professional Services (Legal)	N/A	\$701,500	(\$16,150)	-	\$685,350

C. Department Fiscal Review: __WW__

1
2
3 RESOLUTION NO. 60-2015 OF THE CITY OF LAKE WORTH, FLORIDA,
4 AUTHORIZING AN INCREASE IN THE HOURLY RATE OF COMPENSATION
5 FOR THE SPECIAL MAGISTRATE FOR CODE ENFORCEMENT AND SIMILAR
6 HEARINGS; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE
7 DATE.

8
9 WHEREAS, the City of Lake Worth, Florida, maintains and desires to
10 promote the safety, health and welfare of its residents by providing for
11 enforcement of its Code of Ordinances; and,

12
13 WHEREAS, the City's Code of Ordinances, specifically Article VI, Code
14 Enforcement Sections 2-63 and 2-64, authorize the City Commission to appoint
15 one (1) or more Special Magistrates to provide an equitable, expeditious,
16 effective and inexpensive method of enforcing all the codes and ordinances of
17 the City; and,

18
19 WHEREAS, Article VI, Code Enforcement Section 2-64 provides that
20 Special Magistrates shall be licensed attorneys and possess experience in
21 zoning and land use law, building control, code enforcement and administrative
22 law; and,

23
24 WHEREAS, on October 1, 2012, the City entered into a Professional
25 Services Agreement for Special Magistrate Services with Diane James-Bigot,
26 Esquire and the Agreement provided for an hourly rate of compensation of
27 \$165.00; and,

28
29 WHEREAS, based upon Ms. Bigot's qualifications, experience and the
30 quality of services provided to date, the City Commission wishes to increase her
31 hourly rate of compensation to \$190.00 which the Commission believes to be fair
32 and reasonable; and,

33
34 WHEREAS, the City Commission determines that the adoption of this
35 Resolution benefits the health, safety and welfare of the residents and citizens of
36 the City of Lake Worth and serves a valid public purpose.

37
38 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
39 THE CITY OF LAKE WORTH, FLORIDA, that:

40
41 Section 1. The foregoing "WHEREAS" clauses are true and correct and are
42 hereby ratified and confirmed by the City Commission.

43
44 Section 2. The City hereby approves the First Amendment to Professional
45 Services Agreement (Special Magistrate Services) in a form substantially similar
46 to Exhibit "A" which is attached hereto and incorporated herein by this reference.
47

48 Section 3. The City hereby authorizes the Mayor and the City Clerk to execute
49 the First Amendment to Professional Services Agreement (Special Magistrate
50 Services) on behalf of the City.

51

52 Section 4. All Resolutions in conflict herewith are hereby repealed.

53

54 Section 5. This Resolution shall become effective upon passage.

55

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

59

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

65

66 The Mayor thereupon declared this Resolution duly passed and adopted
67 on the 10th day of November, 2015.

68

69

70

LAKE WORTH CITY COMMISSION

71

72

73

By: _____
Pam Triolo, Mayor

74

75

76

ATTEST:

77

78

79

80

Pamela J. Lopez, City Clerk

81

Exhibit A

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Special Magistrate Services)

THIS FIRST AMENDMENT TO THE SPECIAL MAGISTRATE PROFESSIONAL SERVICES AGREEMENT ("Amendment" hereinafter) is made this _____day of _____, 2015 between the **City of Lake Worth**, Florida, a municipal corporation ("City" hereinafter), with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **Diane James-Bigot**, who is an attorney licensed to practice in the State of Florida ("Special Magistrate" hereinafter).

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 Contractor agree to amend the Agreement as follows:

1: AMENDMENT TO AGREEMENT. The City agrees to compensate the Special Magistrate for services provided in the amount of One Hundred Ninety Dollars (\$190.00) per hour. The Special Magistrate shall not charge for travel time to and from the hearings.

2: ENTIRETY OF AGREEMENT. The City and the Special Magistrate agree that the Agreement including this Amendment 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 Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

3: LEGAL EFFECT. This Amendment shall not become binding and effective until approved by the City Commission.

4: COUNTERPARTS. This 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 Amendment.

5: AMENDMENT. Except for the provisions of the Agreement specifically modified by this Amendment, 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 Amendment on the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Pamela J. Lopez, City Clerk

Glen J. Torcivia, City Attorney

Special Magistrate: **DIANE JAMES-BIGOT**

By: _____

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Special Magistrate Services)

THIS FIRST AMENDMENT TO THE SPECIAL MAGISTRATE PROFESSIONAL SERVICES AGREEMENT ("Amendment" hereinafter) is made this _____ day of _____, 2015 between the **City of Lake Worth**, Florida, a municipal corporation ("City" hereinafter), with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **Diane James-Bigot**, who is an attorney licensed to practice in the State of Florida ("Special Magistrate" hereinafter).

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

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

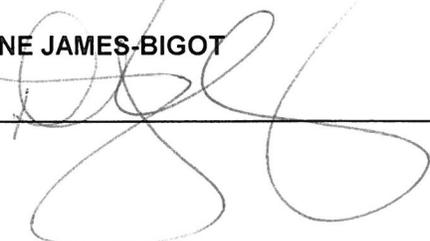
Approved as to form and legal sufficiency:



Glen J. Torcivia, City Attorney

Special Magistrate:

DIANE JAMES-BIGOT

By: 



AGENDA DATE: November 10, 2015, Regular Meeting

DEPARTMENT: Water Utility Department

EXECUTIVE BRIEF

TITLE:

Trade-in Badger Water Meters that are removed from service by the City to Innovative Metering Solutions, Inc.

SUMMARY:

This Item is a request to suspend the City's scrap material disposal procedure and allow for a trade-in of Badger water meters previously purchased by the City that are no longer operational.

BACKGROUND AND JUSTIFICATION:

The City has a sole source agreement with Innovative Metering Solutions, Inc. to supply badger water meters. Innovative Metering Solutions, Inc. offers a trade-in service to take water meters that have been removed from service and credit the trade-in price against new meter purchases. Suspending normal city procedures for disposal of scrap material in lieu of the trade-in of water meters is advantageous because of the pricing, ease of handling, and security benefits.

Badger water meters have been demonstrated to have high reliability and long life exceeding 15 years. Trade-in of water meters removed from service provides for partial offset of the price of new meters, eliminates staff time associated with conducting and administering a scrap auction, and minimizes opportunities for old water meters to be diverted and used illegally. Water meters replaced as part of the Siemens automated metering project will be handled separately from this agreement.

MOTION:

I move to approve/not approve the suspension of the City procedures for scrap disposal and accept the trade-in of Badger water meters to Innovative Metering Solutions, Inc. for the trade-in prices shown in the attached quotation.

ATTACHMENT(S):

Fiscal Impact Analysis

IMS letter dated 6/6/2015

IMS Quotation dated 5/7/2015

Badger Meter letter dated 10/15/2014

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Savings on Operating Exp	(30,000)	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	(\$30,000)	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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



Innovative Metering Solutions, Inc
2501-A Merchant Ave.
Odessa, Florida 33556
Ph. 727.375.9701
Fax 727.375.9703

June 16, 2015

To. Judy Love
City of Lake Worth Utilities Department

From: Steve Portlance – President
Innovative Metering Solutions, Inc.

Dear Ms. Love:

As you know Innovative Metering Solutions, Inc., your supplier of Badger Meter water meters, provides the service of removing your scrap meters from your premises as we do with other utilities throughout Florida. We have providing this service to your utility and others for years. We provide our customers with scrap crates so they may utilize them to store their scrap meters until such time they are ready to be picked up. We offer this service including the scrap crates and all shipping and handling at No Charge. We provide our customers a Trade-in price (by meter size) for all the scrap meters being returned. Innovative Metering Solutions. We e-mails our customers with the actual count of meters we received "by size" and confirm these quantities with the utility. The total dollar amount can then be used by the utility to purchase any utility items we offer. Meters, brass utility items, testing equipment etc.

Attached is the trade-in prices for scrap water meters. If you have any questions, please don't hesitate to contact us.

Cordially,

Steve Portlance – President
Innovative Metering Solutions, Inc.
Office - 727



Innovative Metering Solutions, Inc.
 2501-A Merchant Ave.
 Odessa, FL 33556
 Phone 727.375.9701
 Fax 727.375.9703

Quotation

Date	Estimate No.
5/7/2015	00221

Name/Address

City of Lake Worth
 Attn: Accounts Payable
 7 North Dixie Hwy.
 Lake Worth, FL 33460-3725

Ship To

City of Lake Worth
 Utilities Department
 Attn: Roy Ayala
 1900 2nd Ave. North
 Lake Worth, FL. 33461

Fax #	Phone #	Freight	Terms:
			Net 30

Description	Qty	Price	Total
SCRAP METER CREDIT			
5/8" or 3/4" disc meter		2.60	2.60
3/4" x 9" disc meter		3.25	3.25
1" or 1 1/4" disc meter		5.50	5.50
1 1/2" disc meter		10.50	10.50
2" disc meter		15.00	15.00
2" Turbo meter		15.00	15.00
3" Turbo meter		21.00	21.00
4" Turbo meter		26.50	26.50
6" Turbo meter		51.00	51.00
8" Turbo meter		78.00	78.00
2" Compound meter		26.00	26.00
3" Compound meter		40.00	40.00
4" Compound meter		58.00	58.00
6" Compound meter		91.00	91.00

Prices are firm for 30 days unless noted on quotation. Please see IMS sales terms / returns policy listed on our website, www.inmetering.com. Credit card sales subject to 3% surcharge.

Total	\$443.35
--------------	-----------------

Signature

Steve Portlance

Badger Meter, Inc.

4545 W. Brown Deer Road
Milwaukee, Wisconsin 53223

P.O. Box 245036
Milwaukee, Wisconsin 53224-9536 (414) 355-0400

October 15, 2014

To All Badger Meter Customers in Florida:

Innovative Metering Solutions, Inc. located in the Greater Tampa Bay area was assigned by Badger Meter, Inc. in 2009 to distribute and service its products to all public and private utilities within the State of Florida. Innovative Metering Solutions, Inc. is a stocking distributor and has been given the responsibility for all quotes and contracts for Badger Meter products. Innovative Metering Solutions, Inc. is the sole source provider for all Badger Meter products sold in the State of Florida.

If you have any further questions please contact us at 800-876-3837

Sincerely,
BADGER METER, INC.



Theresa M. Szafranski
Assistant Secretary

cc: Innovative Metering Solutions, Inc.



AGENDA DATE: November 10, 2015, Regular Meeting

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Agreement with Playmore West, Inc. for the purchase and installation of playground equipment at Northwest Park

SUMMARY:

The Agreement provides for the purchase and installation of playground equipment through a “piggy back” procurement method based on a Term Contract between the County and Playmore West, Inc.

BACKGROUND AND JUSTIFICATION:

At its Regular Meeting of August 19, 2014, the City Commission approved Resolution No. 40-2014, approving and authorizing the acceptance of funding in the amount of \$50,000 from the State of Florida Department of Environmental Protection under the Fiscal Year 2014-2015 Florida Recreation Development Assistance Program (FRDAP) for the development of a new playground in Northwest Park. The State of Florida and City entered into a Project Agreement, that sets forth the terms and conditions for the use of these funds. The time of performance is three years from the effective date of September 8, 2014

Palm Beach County issued Solicitation #10-072/PR for the procurement of vendors for Playground Park Equipment, Parts and Installation. Based on this Solicitation, the County entered into Term contract #10072 with Playmore West, Inc. for this purpose. By mutual consent this Term Contract was extended through November 22, 2015. The City intends to “piggy back” on this term contract for the purchase and installation of playground equipment in Northwest Park.

The Agreement provides for the purchase and installation of a new Americans with Disabilities Act (ADA) compliant custom playground system with appropriate surfacing in the existing playground area at Northwest Park in the amount of \$49,767.75. The source of funding is the aforementioned allocation of \$50,000 in Fiscal Year 2014-2015 FRDAP funds approved for this purpose. These grant funds from the State will be made available to the City on a reimbursable basis.

MOTION:

I move to approve/ not approve an agreement with Playmore West, Inc. to purchase and install new playground equipment in Northwest Park in amount not to exceed \$49,767.75.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	49,768	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:

The source of funding is the FY 2014-2015 FRDAP grant in the amount of \$50,000.

C. Department Fiscal Review: _____

**AGREEMENT FOR THE PURCHASE OF PLAYGROUND/PARK EQUIPMENT,
PARTS AND INSTALLATION SERVICES**

THIS AGREEMENT (“Agreement” or “Contract” hereafter) is made as of the _____ day of _____, 2015, by and between the **CITY OF LAKE WORTH**, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and **PLAYMORE WEST, INC.**, 10271 Deer Run Farms Road #S-1, Fort Myers, FL 33966, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the CITY desires to purchase playground equipment, parts and installation services for its Northwest Ballfields (the “Product” hereafter); and,

WHEREAS, in 2010, Palm Beach County (the “County”) competitively bid IFB No. 10-072/PR (the “County IFB”) for the purchase of playground/park equipment, parts and installation and received responses from several vendors, including CONTRACTOR; and,

WHEREAS, the CONTRACTOR provided a proposal to the County IFB and the County awarded a Term Contract to the CONTRACTOR; and,

WHEREAS, the Term Contract has been extended through November 22, 2015; and,

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to sell the CITY playground equipment, parts and installation services based upon the discounted prices included in the Term Contract; and,

WHEREAS, the CITY’s Procurement Code allows the CITY to procure goods and services by utilizing another government’s contract when that contract is made available to the CITY and which was competitively bid; and,

WHEREAS, the County IFB authorized the CONTRACTOR to enter into contracts with other government entities for the purchase and installation of playground equipment and parts; and,

WHEREAS, the City has determined that entering into this Agreement with the CONTRACTOR for the Product serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. County IFB and Term Contract. The County's IFB, the CONTRACTOR's response to the IFB and the County's Term Contract with the CONTRACTOR is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein.

3. CONTRACTOR's Proposal. In accordance with the pricing, terms and conditions in the County's Term Contract, the CONTRACTOR shall provide all goods and services as stated in its proposal to the CITY, attached hereto and incorporated herein as **Exhibit "A"**. The goods and services to be provided by the CONTRACTOR shall be commenced subsequent to the execution and approval of this Agreement by the CITY and upon written notice from the CITY to proceed.

4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- a. This Agreement
- b. The County Term Contract
- c. County IFB
- d. Contractor's Response to the IFB

5. Term. This Agreement and the provisions of the Product and all services, goods, materials and equipment hereunder to complete the work by CONTRACTOR shall be for a period of One Hundred Eighty (180) days or for such other period of time agreed to in writing by the parties in accordance with the terms and conditions of this Agreement. This Agreement shall automatically expire at the completion of the Project unless otherwise modified by written agreement of the parties. This Agreement and any extensions thereof are subject to annual appropriations by CITY, and this Agreement is subject to fiscal funding out by CITY.

6. Compensation to CONTRACTOR. Payments by the CITY to the CONTRACTOR under this Agreement shall not exceed the amount of compensation provided in CONTRACTOR's proposal. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all goods and services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

7. Warranty/Guaranty. The CONTRACTOR shall furnish factory/manufacture warranty on all equipment furnished hereunder against defect in materials and/or workmanship. The factory/manufacture warranty shall become effective on the date of delivery and acceptance by the CITY. Should any defect in materials or workmanship, excepting ordinary wear and tear,

appear during the above stated warranty period, the CONTRACTOR shall repair or replace the same at no cost to the CITY.

8. Defaults, Termination of Agreement.

8.1 If the CONTRACTOR fails to supply the requested material or has failed in any other respect to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the CITY may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for the Product delivered or the work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

9. Insurance. CONTRACTOR shall obtain and maintain during the term of this Agreement all insurance as is required by the County IFB and County Term Contract with the "City of Lake Worth" named as an additional insured on applicable coverages.

10. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

11. Indemnity.

11.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts or neglect of its agents, employees, subcontractors, if any, or by anyone the CONTRACTOR directly or indirectly employed.

11.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

11.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

11.4 Nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued nor as a waiver of sovereign immunity beyond the waiver and limits set forth in Section 768.28, Fla. Stat.

12. Assignment.

12.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

12.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

13. Waiver of Trial by Jury. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

14. Governing Law and Remedies.

14.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

14.2 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.

15. Time is of the Essence. Time is of the essence in the delivery of the goods as specified herein.

16. Notices.

16.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in

writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests between the parties shall be given to each party at the respective addresses set forth in the introductory paragraph of this Agreement.

17. Severability. Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

18. Delays and Forces of Nature.

18.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

18.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

20. Limitations on Liability. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

21. Public Entity Crimes. CONTRACTOR 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. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

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

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

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

25. Public Records.

CONTRACTOR shall comply with Florida's Public Records Laws, and specifically agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- (b) Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that 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 public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

26. Copyrights and/or Patent Rights. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the CONTRACTOR agrees to hold the CITY harmless from any and all liability, loss, or expense occasioned by any such violation.

27. Compliance with Occupational Safety and Health. CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

28. Federal and State Tax. The City of Lake Worth is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the City of Lake Worth shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's tax Exemption Number in securing such materials.

29. Protection of Property. The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

30. Damage to Persons or Property. The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement as of the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

WJ FOR

Glen J. Torcivia, City Attorney

CONTRACTOR: PLAYMORE WEST, INC.

By: LR

[Corporate Seal]

Print Name: LUKE RUSSELL

Title: VICE PRESIDENT

STATE OF FLORIDA)
COUNTY OF PALM BEACH) Lee

The foregoing instrument was acknowledged before me this 15 day of October, 2015 by Luke Russell, as Vice President (title), of Playmore West, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Melissa Vega
Print Name: Melissa Vega
My commission expires: 9-30-19

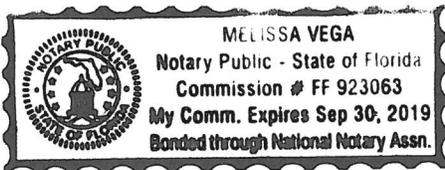


Exhibit "A"

PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

09/18/15

Job Number: 7431

Phase: Playground

Revision: B

Client: City of Lake Worth
1121 Lucerne Ave.
Lake Worth FL 33460

Job: NW Ballfields
1900 2nd Ave North
Lake Worth FL 33460

Contact: Steve Haughn

Phone: 561-214-0685

Fax:

Email: SHaughn@lakeworth.org

Sales Rep: Jason Gray

Terms: Net 30

Item	Description	Quantity	Cost	Subtotal
1 Equipment				
CHALLENGER	CUSTOM PLAY STRUCTURE -- 13-4269B	1	\$34,590.00	\$34,590.00
DISCOUNT	Palm Beach County 10072	-1	\$1,729.50	-\$1,729.50
		Subtotal:		\$32,860.50
2 Freight				
Freight	Playworld Freight	1	\$2,995.00	\$2,995.00
		Subtotal:		\$2,995.00
3 Installation				
PSI Installation	Installation of Playworld Equipment per Palm Beach County 10072	1	\$10,485.00	\$10,485.00
		Subtotal:		\$10,485.00
		Grand Totals:		\$46,340.50

Notes: ** Site Work, Removal of Existing Equipment by Others

***BUDGETARY PRICING ONLY. FINAL CONTRACT PRICING AVAILABLE DECEMBER 2014.

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1121 Lucerne Ave.
Lake Worth FL 33460

QUOTATION

09/18/2015

Job Number: 7431

Phase: Playground
Revision: B

Job: NW Ballfields
1900 2nd Ave North
Lake Worth FL 33460

General Terms:

Acceptance by a signature, purchase order, or contract based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal, including the following:

- Prices are valid for 30 days, unless otherwise noted. After 30 days, prices are subject to change without notice.
- Sales Tax will be charged unless a valid Sales Tax Exemption Certificate is presented with order.
- Specify all colors and options in writing. Any discrepancies that arise due to oral selections will be the responsibility of the customer.
- If the customer is installing equipment, all equipment is to be installed per manufacturer's instructions and applicable guidelines.
- Installation, site work, permits, engineering, etc. are not included unless noted.

Building Permits:

Building permits are the responsibility of the owner. If a building permit is required for your project, the following options are available.

- Add 5% (minimum \$1,500) to the quotation/contract price. Playmore Recreational Products and Services will cover the costs of all the building permit fees and expeditor fees.
- Playmore Recreational Products and Services can assist the customer in obtaining their own permit. Customer is responsible for all fees directly to the permitting agency and/or the expediting company.

NOTE – All zoning, planning, environmental, etc. permits and approvals are the responsibility of others as well as any required site plans. If signed and sealed engineered drawings are needed for the installation of equipment, this will be included on the proposal. If it is omitted and later discovered necessary, the cost will be the responsibility of the customer.

Standard Services Include:

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready.)
- Moving New Equipment at Job Site
- Layout of Equipment
- Installation of Equipment and Materials per Manufacturer's Instructions
- Trash Clean Up (Leave on site.)
- Post-Installation Walk Through
- Maintenance Explanation

Customer Responsibilities (unless otherwise noted in the applicable quotation/contract):

- Trash Disposal – Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.). \$500.00 Charge will apply if Customer wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):

- Removal of Existing Equipment.
- Site Preparation, Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

General Notes

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as to sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage, such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rocks, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Acceptance Signature: X Date: _____ P.O.# _____

PLAYMORE

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Fax:

Email: SHaughn@lakeworth.org

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		Subtotal:		\$10,485.00
		Grand Totals:		\$46,340.50

Notes: ** Site Work, Removal of Existing Equipment by Others

***BUDGETARY PRICING ONLY. FINAL CONTRACT PRICING AVAILABLE DECEMBER 2014.



AGENDA DATE: November 10, 2015, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Agreement with Palm Beach Mobile Home Park, LLC and Palm Beach Home Sales, LLC for acquisition of certain rights of way for the Boutwell Road Infrastructure Project

SUMMARY:

Agreement provides for the payment of a total of \$41,637.50 to cover the cost of acquiring three parcels (3) and legal fees of property owner associated with the rights of way necessary for the Boutwell Road Infrastructure Project. The Agreement also grants the City authorization to line a portion of the sewer required by Health Department permits for an adjacent city well.

BACKGROUND AND JUSTIFICATION:

Over the past three years, the City has been working with its client representative, Mathews Consulting, and its design engineer, Mock Roos, to complete the necessary permit documents for the Boutwell Road Infrastructure Project. The design work is 95% complete and the acquisition of these three (3) parcel will be used to address required corner clips for improved turning radius at Joyce Street and Seventh Avenue North.

All of the property is owned and controlled by Palm Beach Mobile Home Park, LLC and Palm Beach Home Sales, LLC. As part of the negotiations to acquire the properties and the eminent domain proceedings filed by the city, the owner(s) incurred legal fees for which the City is responsible to cover in addition to the actual appraised value of the land. The total cost for the three (3) parcels including the legal fees incurred by the owner(s) is \$41,637.50.

The Health Department required the City to line a portion of the sewer as part of the permit to operate an adjacent city well. The cost of lining is included in an ongoing capital project.

MOTION:

Move to approve/disapprove agreement with Palm Beach Mobile Home Park, LLC and Palm Beach Home Sales, LLC for acquisition of rights of way for the Boutwell Road Infrastructure Project.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$41,637.50	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	\$41,637.50	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: The Boutwell Road Infrastructure Project Capital account 304-5020-541.63-15 was funded in the amount of \$8,700,000 for FY 2016. The approved budget included funds for the acquisition of required rights of way.

Park of Commerce		Right-of-Way Purchase				
Account Number (s)	Account Description	Project #	FY 2016 Budget	Agenda Expense	Budget Xfer	Balance
304-5020-541-63-15	Infrastructure	N/A	8,700,000	(41,638)	-	8,658,363

C. Department Fiscal Review: __WW__

This Instrument was Prepared by
and is to be Returned to:

William P. Doney, Esquire
Caldwell Pacetti Edwards Schoech & Viator LLP
One Clearlake Centre
250 South Australian Avenue, Suite 600
West Palm Beach, FL 33401

Property Control Number: 38-43-44-20-01-060-0020

DRAINAGE AND UTILITIES EASEMENT

THIS DRAINAGE AND UTILITIES EASEMENT (the "Easement"), made this 15th day of October, 2015, is granted by Palm Beach Home Sales, LLC, a Florida limited liability company, (hereinafter referred to as the "Grantor"), to the City of Lake Worth, a municipal corporation existing under the laws of the State of Florida, whose address is 7 North Dixie Highway, Lake Worth, Florida 33460, (hereinafter referred to as "City").

W I T N E S S E T H:

WHEREAS, Grantor is the record fee simple owner of that certain parcel of real property described in attached Exhibit "1" (said parcel being hereinafter referred to as the "Property");
and,

WHEREAS, in conjunction with its Boutwell Road improvement project, City needs the Easement in, over, under and upon the Property for storm-water drainage and utilities purposes;
and

WHEREAS, the Grantor intends by this Easement to grant to City a perpetual non-exclusive drainage and utilities easement in, over, under and upon the Property for storm-water drainage and utilities purposes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The above recitals are hereby incorporated into this Easement and made a part hereof.
2. **DRAINAGE AND UTILITIES EASEMENT.** The Grantor hereby grants to City a perpetual non-exclusive easement in, over, under and upon the Property : (a) to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into and inspect public utilities systems including, but not limited to, water, sanitary sewer, and electrical equipment, lines, wires and facilities, in, on, over, under and across the Property (b) to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into and inspect storm-water drainage facilities, systems, structures and works, including pipes, inlets, culverts and appurtenances, including overlay of pavement, in, on,

over, under and across the Property.

3. **USAGE.** (a) City's employees and authorized consultants, agents, licensees, suppliers and contractors are authorized to use the Property, Easement and authorizations granted herein for those purposes herein specified; and (b) Grantor agrees that unless and until specifically approved in a written approval issued by City, it will not construct, install or allow any permanent structures to be installed in, over, under and upon the Property. Grantor reserves the right to use the Property for all purposes which do not materially or adversely interfere with the easement rights granted to the Grantee herein, including, without limitation, installation and maintenance of other utility lines or facilities, landscaping such as grass, ground cover, and low-growing plant materials, signage, driveways, sidewalks, fences, irrigation facilities and other similar uses and appurtenances.

4. **RESTORATION OF THE PROPERTY.** At any time City enters the Property to install, replace or maintain facilities, City shall, at City's expense, restore all paving, landscaping and other existing improvements to the same or better conditions prior to City's work at the Property.

5. **JOINDER AND SUBORDINATION.** Grantor does hereby agree that upon City's written request, to provide to City a customary joinder and subordination agreement, in recordable form, executed by all mortgagees as to the Property, in which said mortgagees subordinate their respective mortgage interests in the Property to the easements and authorizations granted herein (while retaining their mortgage liens on the underlying fee owned by Grantor) and, if requested by City, a full release executed by any and all property owners, other creditors, construction lienors, or holders of any other security interests which encumber the Property that is subject to the easements and authorizations herein.

6. **WARRANTY OF TITLE.** Grantor does hereby fully warrant the fee title to said Property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, and that Grantor has good right and lawful authority to grant the above described Easement.

7. **INDEMNITY.** To the extent permitted by law, Grantee agrees to indemnify and hold Grantor harmless against any and all claims, losses, damages, liabilities, demands, suits, actions, costs and expenses, including attorneys' fees, arising out of or in connection with or related to the use of the easement granted hereby. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, *Florida Statutes*.

8. **SUCCESSORS AND ASSIGNS.** Where the context of this Easement allows or permits, the terms "Grantor" and "City" shall also include their respective grantees, successors and authorized assigns.

9. **PARTIES BOUND BY AGREEMENT.** This Easement, including all rights, easements, authorizations and conditions, shall be binding upon and enure to the benefit of the Grantor and City, together with their respective grantees, successors and authorized assigns, and

shall be covenants that run with the land.

10. **MODIFICATIONS.** Any modification of this Easement shall be binding only if evidenced in a written instrument signed by each party or an authorized representative of each party in such format that is subject to recording of Public Record.

11. **ENFORCEMENT.** In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees, and costs.

12. **CONSTRUCTION.** The parties acknowledge that each has shared equally in the drafting of this Easement and, accordingly, no court construing this Easement shall construe it more strictly against one party than the other and every covenant, term and provision of this Easement shall be construed simply according to its fair meaning.

13. **GOVERNING LAW AND VENUE.** The easements, warranties, covenants, authorizations and agreements contained herein shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

14. **NOTICES.** Any notice provided for or concerning this Easement shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each party as set forth at the beginning of this Easement or at any subsequent address for either of the parties or their successors and assigns.

15. **EFFECTIVE DATE.** This Easement shall be effective as of the date it is signed by the last of all parties hereto to sign same.

IN WITNESS WHEREOF, the undersigned have signed and sealed this document on the day and year hereinafter set forth.

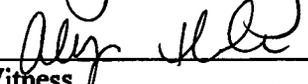
Executed by GRANTOR, this 15th day of October, 2015.

Signed, Sealed and Delivered
in the presence of the following
subscribing witnesses:

Palm Beach Home Sales, LLC


Witness
Printed Name: Hillary Snyder.

By: 
Print: Gary F. Dabkowski
Title: Member


Witness
Printed Name: Alycia Holmyard

STATE OF Michigan)
)ss:
COUNTY Oakland)

Before me personally appeared Gary Dabkowski on behalf of Palm Beach Home Sales, LLC, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

WITNESS my hand and official seal in the State and County aforesaid, this 15th day of October, 2015.

NOTARY SEAL

Laurie Mowat
Notary Public
Commission Number:
My Commission Expires:

Laurie Mowat
Notary Public, State of Michigan
County of Oakland
My Commission Expires 07-02-2020
Acting in the County of Oakland

AGREEMENT

AGREEMENT made this 15 day of October, 2015, by and between the City of Lake Worth, Florida (hereinafter "City") and Palm Beach Mobile Home Park, LLC (hereinafter "Mobile Home Park") and Palm Beach Home Sales, LLC (hereinafter "Home Sales").

WHEREAS, the City is a municipal corporation existing under the laws of the State of Florida; and

WHEREAS, Mobile Home Park and Home Sales are Florida limited liability companies that own certain real property abutting Boutwell Road located within the corporate limits of the City; and

WHEREAS, City has filed an eminent domain lawsuit being Palm Beach County Circuit Court Case No. 2015 CA 9739 (hereinafter "Lawsuit") in order to acquire certain property interests necessary to make roadway, sidewalk, drainage and related improvements to Boutwell Road; and

WHEREAS, Mobile Home Park is the owner of property designated in the Lawsuit as Parcels 1 and 7 and Home Sales is the owner of Parcel 28 as designated in the Lawsuit; and

WHEREAS, the Parties desire to amicably resolve all issues raised in the Lawsuit on the following terms and conditions.

NOW, THEREFORE, the Parties agree as follows:

1. Within twenty (20) days from the date of this Agreement, Mobile Home Park shall, by Warranty Deed, convey fee title to City to the parcels designated in the Lawsuit as Parcels 1 and 7, subject only to (i) declarations, easements, rights-of-way, covenants and other matters of public record and (ii) matters that would be disclosed by an accurate current survey and inspection of the property (hereinafter the "Permitted Exceptions"). Ad valorem real estate taxes for Parcels 1 and 7 shall be prorated to the date of closing. Legal descriptions for Parcels 1 and 7 are set forth in attached Exhibit A.
2. Within twenty (20) days from the date of this Agreement, Home Sales shall grant and convey a permanent Drainage and Utilities Easement to City for the lands designated in the Lawsuit as Parcel 28. A copy of the Drainage and Utilities Easement, including a legal description for Parcel 28 is set forth in attached Exhibit B.

3. **Mobile Home Park and Home Sales shall convey to City marketable title to Parcels 1, 7 and 28 free and clear of any mortgages liens or other encumbrances of any nature, except for the Permitted Exceptions. Mobile Home Park and Home Sales shall obtain partial releases of mortgage and such other documents as may be necessary in order to convey free and clear title to the City.**
4. **Upon delivery of the above-referenced warranty deeds and easement deed and in consideration for the conveyances, City shall make the following payments:**
 - a. **Payment to Mobile Home Park for Parcel 1: \$9,250.00**
 - b. **Payment to Mobile Home Park for Parcel 7: \$4,637.50**
 - c. **Payment to Home Sales for Parcel 28: \$25,875.00**
 - d. **Payment to Littman, Sherlock & Heims, P.A. in the amount of \$1,875.00 in reimbursement of attorney's fees incurred by Mobile Home Park and Home sales related to the Lawsuit.**
 - e. **Mobile Home Park and Home Sales shall seek no other compensation or payment of any nature from City arising from or related to the Lawsuit or this Agreement. City shall be responsible for recording costs and documentary stamps, if any, due concerning the above conveyances.**
5. **City hereby represents and warrants to Mobile Home Park, its successors and assigns, that the mobile homes and related appurtenant structures shown on the sketches in attached Exhibit C (depicting the mobile homes and appurtenant structures nearest the new, proposed right-of-way line for Boutwell Road in the areas abutting Parcels 1 and 7), shall be permitted to remain in their current locations and said mobile homes and appurtenant structures, and any replacements thereof due to casualty loss, shall not be considered in violation of City's zoning setback provisions. This provision shall survive the closing of this transaction.**
6. **City, at City's expense, is hereby granted permission and authorization to enter the remainder properties of Mobile Home Park and Home Sales in order to line, repair or replace, as is necessary in the discretion of City, approximately 1768 feet of 8" sanitary sewer vitrified clay pipe(s) and 8 manholes located on the remainder properties owned by Mobile Home Park and Home Sales. Attached as Exhibit D is an aerial photograph depicting the location of the sanitary sewer pipes to be lined, repaired or replaced. City shall perform such work in a workmanlike manner and such work shall be completed within one hundred eighty (180) days from the date of this Agreement. Mobile Home Park and Home Sales hereby grant City, its agents, employees and contractors, a full right-of-entry onto their remainder properties in order for City to perform the work as referenced in this paragraph. Following the lining, repairing or replacing of the sanitary sewer pipes,**

City shall restore the remainder property of Mobile Home Park and Home Sales to its condition as previous to the work being performed, and this right-of-way entry authorization shall terminate.

7. Upon full performance of this Agreement by all Parties, City shall drop Mobile Home Park and Home Sales as Respondents in the Lawsuit. Mobile Home Park and Home Sales shall seek or claim no damages or compensation of any nature in the Lawsuit or otherwise except as set forth in this Agreement.

DATED on the day and year first above written.

City of Lake Worth

By: _____
Mayor

By: _____
City Clerk

Palm Beach Mobile Home Park, LLC

By: _____

Gary F. Dabkowski

Palm Beach Home Sales, LLC

By: _____

Gary F. Dabkowski



AGENDA DATE: November 10, 2015, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Monument Sign Access and Easement Agreement for "The Village I" project located at 2220 Lake Worth Road

SUMMARY:

This Agreement provides the City with access and easement to a monument sign on property owned by Lake Worth Village, LLC for its repair and maintenance in perpetuity.

BACKGROUND AND JUSTIFICATION:

As a condition of approval, the Village I project, located at 2220 Lake Worth Road, was required to construct the City's "Park of Commerce" monument sign located at the northwest corner of Boutwell Road and Lake Worth Road. The property that the monument sign is built on is fee simple owned by Lake Worth Village, LLC (LWV) and this agreement between the City and LWV, LLC provides for the access and easement agreement terms.

The City will be responsible in perpetuity for the repair and maintenance of the new monument sign that is for the beneficial use of the City as a gateway entrance landmark to the Park of Commerce.

MOTION:

I motion to approve/disapprove the Monument Sign Access and Easement Agreement with Lake Worth Village, LLC.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Monument Sign Access and Easement Agreement
Monument Sign detail

Prepared By & Returned To:
Scott Silver, Esq.
Silver & Garvett P.A.
18001 Old Cutler Road # 600
Miami, Florida 33157

MONUMENT SIGN ACCESS & EASEMENT AGREEMENT

THIS **MONUMENT SIGN ACCESS & EASEMENT AGREEMENT** (the "Agreement") is made and entered into this _____ day of _____, 2015, by and between **Lake Worth Village, LLC**, a Florida limited liability company ("LWV"), whose mailing address is 12895 SW 132nd Street, Suite 202, Miami, Florida 33186, and **The City of Lake Worth, Florida**, a municipal corporation of the State of Florida ("City"), whose mailing address is 7 North Dixie Highway, Lake Worth, Florida 33460.

WHEREAS, LWV has a fee simple ownership interest in certain real property, located in Palm Beach County, Florida, more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein (the "Easement Area"); and

WHEREAS, LWV is granting to City the easements granted in this Agreement; and

WHEREAS, City desires an easement over and across the Easement Area to the benefit of the City, for the purpose of a non-exclusive easement to maintain a monument sign, subject to the terms and provisions hereinafter set forth; and

NOW THEREFORE, in consideration of the premises hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LWV and City hereby agree as follows:

1. **Grant of Access, Ingress/Egress/Easements.** LWV hereby grants and conveys to City, for the use and benefit of City employees, agents, invitees and licensees and guests, a non-exclusive easement across the real property described and depicted in **Exhibit "A"** solely for purposes of maintaining a monument sign.

2. **Duration.** The easements hereby created, granted and conveyed shall remain in effect in perpetuity, unless a termination, signed by City and LWV (or their successors) is recorded in the Public Records of Palm Beach County, Florida, or City abandons the monument sign.

3. **Maintenance of Easement Area.** City, at its sole cost and expense, shall be responsible for the repair and maintenance of its monument sign located within the Easement Area in the same manner it maintains its other public facilities. Upon the completion of any maintenance or repairs to its monument sign, City shall, promptly and at its sole cost and expense, restore the Easement Area to the condition in which it existed prior to such maintenance and repair.

4. **Incidental Rights.** Except as otherwise specifically provided or limited herein, the easements, rights and obligations hereby created, granted and conveyed include all incidental rights reasonably necessary for the use and enjoyment of the easements granted herein and for their intended purposes.

5. **No Common Ownership.** Notwithstanding anything herein set forth, the parties hereto expressly negate any construction of this Agreement which implies the joint or common ownership of any part of the Easement Area, or which implies the creation, establishment or existence of any partnership, joint venture or other such scheme of common ownership or common operation of the respective properties.

6. **Indemnification.** LWV, its successors and assigns, shall indemnify and hold City, its successors and assigns, harmless from and against any and all loss, cause, damage, expense, injury, claim and liability (including reasonable attorney's fees and paraprofessional fees at any pre-trial, trial or appellate proceedings) which LWV, its successors and assigns, may suffer or incur as the result of, or arising out of, or attributable to, use of the Easement Area by LWV, its successors and assigns, or the exercise of any rights granted to City herein, except to the extent resulting from the negligent, intentional or willful acts or omissions of the party being indemnified, its contractors, employees, agents or others acting by, through, under or on behalf of such party.

7. **No Merger.** If any party shall become the fee owner of any part of the subject real property who is also the holder of a beneficial easement interest created hereunder, said fee interest and beneficial interest shall not merge into the fee estate.

8. **Attorney's Fees.** In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. The party prevailing in said legal proceedings shall be entitled to recover from the party not prevailing in said legal proceedings reasonable attorneys' fees and court costs incurred incidental thereto, including, without limitation, fees and costs incurred in appellate proceedings and in bankruptcy.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of any conflict of laws provisions thereof that would apply the laws of another jurisdiction. City and LWV hereby submit to the jurisdiction of, and agree that venue for actions hereunder shall be, in the Circuit Court of the State of Florida sitting in Palm Beach County, Florida, and LWV and City each hereby waive any objection to venue in such courts and any objection to any action or proceeding on the basis of forum non-conveniens.

10. **Entire Agreement.** This Agreement contains the entire agreement between City and LWV with respect to the subject matter contained herein, and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall be binding upon the owners hereto.

11. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid registered mail, or (iii) transmitted by a recognized overnight courier service to the City Manager and

Mayor at the address of City Hall and LWV, their successor and/or assigns, to the address used by the Palm Beach County Tax Collector, or any successor thereto, for the delivery of invoices for the payment of ad valorem property taxes. Any notice required or given hereunder shall only be deemed as having been received (i) upon actual receipt if delivered by hand, (ii) the day following deposit thereof if sent via nationally recognized overnight courier service for next day delivery or (iii) upon receipt or refusal if sent by certified mail, return receipt requested or upon refusal to accept delivery from any overnight courier. Either party may, from time to time, give notice to the other party of some other address to which notices or other communications to such party shall be sent, in which event, notices or other communications to such party shall be sent to such address. If any notice or other communication described in this Agreement is sent by either party hereto to the other and such notice or other communication was not sent in accordance with the foregoing terms of this Section but was, in fact, actually received by the other party, then such notice or other communication shall be deemed to have been duly given by the sending party and received by the recipient party effective as of such date of actual receipt. If any notice is tendered and is refused by the intended recipient, such notice shall nonetheless be considered to have been given and shall be effective as of the date provided herein.

12. **Force Majeure.** Except with respect to any failure to pay any sum due hereunder as a result of bankruptcy, insolvency or refusal or inability to pay, if either party shall be delayed or hindered in whole or in part, or prevented from, the performance of any non-monetary covenant or obligation hereunder as a result of acts of God, fire or other casualty, earthquake, hurricane, flood, epidemic, landslide, enemy act, acts of war, acts of terrorism or bioterrorism, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts, lockouts, labor disputes or work stoppage beyond the control of either party hereto, then the performance of such covenant or obligation, shall be excused for the period of such delay, hindrance or prevention and the period of the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of such delay, hindrance or prevention. The delayed or hindered party shall promptly notify the other party of any force majeure event affecting the delayed or hindered party's performance under this Agreement.

13. **Severability.** The invalidity or unenforceability of any provision or portion of this Agreement will not affect the validity of the remainder of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, City and LWV, or their applicable successors in interest, will negotiate in good faith to agree upon substitute provisions to carry out the purpose and intent of the invalid or unenforceable provision.

14. **Miscellaneous.** With or without specific reference thereto, the conveyance of an interest in all or any portion of the LWV Property shall be subject to the benefits and burdens of the easements hereby created, granted and conveyed to the same extent as if all the terms and conditions of this Agreement were set forth in full in such conveyance. The easements, covenants, agreements, obligations and conditions contained herein shall not be personal, but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of the Easement Area, the successors and assigns of said owners, and the tenants, agents, licensees, guests and invitees of each of them. The caption included herein are for reference only and should not be used in construing any of the terms hereof.

15. **Non-Waiver.** The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver by said party of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any such right, power or privilege by said party.

16. **Interpretation.** The parties acknowledge that they have read, understand and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement and they agree to the enforcement of any and all of these provisions and executes this Agreement with full knowledge of the same. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the provisions shall not apply the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document. Any typewritten or handwritten provisions inserted in this Agreement which are initialed by the parties shall control over all printed provisions of this Agreement in conflict therewith.

17. **Counterparts.** This Agreement may be executed in one or more counterparts by the parties. All counterparts shall be construed together and shall constitute one agreement. Each counterpart shall be deemed an original hereof notwithstanding that fewer than all of the parties may have executed it. The parties hereto are hereby authorized to rely upon the signature of each person on this Agreement that is delivered by facsimile or electronic mail as constituting a duly authorized, actual, current delivery of this Agreement with original ink signatures of each such person. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means of transmission intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature. Any copy of this Agreement reproduced from electronic means that bears the original graphic and pictorial appearance of the parties' signatures shall be as effective as an original.

18. **Jury Trial Waiver.** The parties hereto hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation arising out of, under or in connection with this agreement and any other instrument contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or action of either party. This provision is a material inducement for the parties to enter into this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, City and LWV have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Print: HUNTER HALTEN
Jasmine Baldwin
Print: Jasmine Baldwin

LWV:
Lake Worth Village, LLC, a Florida limited liability company
By: [Signature]
Name: ERNESTO LOPES
Title: MANAGER

STATE OF FLORIDA)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 28 day of October, 2015, by Ernesto Lopes, as Manager of AHS Development Group, LLC, a Florida limited liability company and Managing Member of Lake Worth Village, LLC, a Florida limited liability company, on behalf of the companies, who is personally known to me or who presented a valid driver's license as identification.

[Signature]
NOTARY PUBLIC STATE OF FLORIDA



Print Name: Dominga Rivera
My commission expires: 4-17-2017

City
City of Lake Worth Florida

Attest:

Pam Lopez, City Clerk

By: _____
Name: Pam Trilol, Mayor

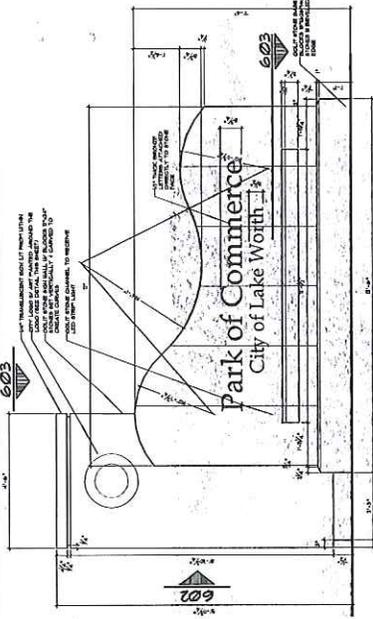
Approved as to form and legal sufficiency:
[Signature]
Christy Goddard, ESQ.
for the City Attorney

Witness:

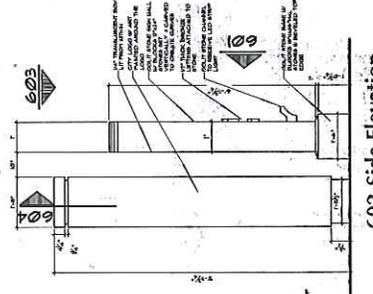
Print Name:

EXHIBIT "A" EASMENT AREA

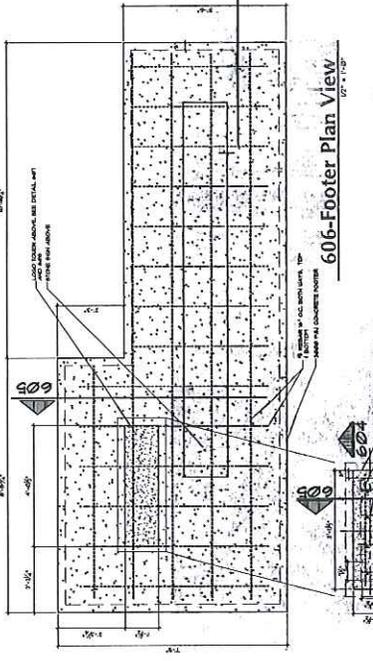
<p style="text-align: center;">DESCRIPTION & SKETCH PREPARED FOR: AFFORDABLE HOUSING SOLUTIONS, LLC</p> <p style="text-align: center;">SIGN EASEMENT 2220 LAKE WORTH ROAD</p>																					
LEGAL DESCRIPTION																					
<p>A PARCEL OF LAND LYING IN A PORTION OF TRACT 116, AS SHOWN ON THE PLAT OF MODEL LAND CO. SUBDIVISION, PLAT BOOK 5, PAGE 79, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE INTERSECTION OF WEST LINE OF SAID TRACT 116 PROJECTED SOUTHERLY WITH THE NORTH RIGHT OF WAY LINE LAKE WORTH ROAD PER STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION NO. 8361-150 SHEET 6 OF 12; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LAKE WORTH ROAD, NORTH 89°58'08" EAST, A DISTANCE OF 129.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 5779.65 FEET AND A CENTRAL ANGLE OF 00°53'58"; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ARC OF SAID CURVE, A DISTANCE OF 90.74 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°50'06" EAST, A DISTANCE OF 5.74 FEET; THENCE NORTH 45°28'00" EAST, A DISTANCE OF 14.25 FEET; THENCE SOUTH 88°36'41" EAST, A DISTANCE OF 0.40 FEET; THENCE SOUTH 01°23'19" WEST, A DISTANCE OF 15.82 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 5779.65 FEET, A CHORD BEARING OF NORTH 89°04'00" WEST, AND A CENTRAL ANGLE OF 00°12'27"; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ARC OF SAID CURVE, A DISTANCE OF 10.26 FEET TO THE POINT OF BEGINNING.</p> <p>CONTAINING 258 SQUARE FEET, MORE OR LESS.</p>																					
<p>SURVEYOR'S NOTES:</p> <ol style="list-style-type: none"> 1. THIS DRAWING IS NOT A SURVEY. 2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE. 3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. 4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC. 5. DATE OF LEGAL DESCRIPTION: JULY 23, 2015 																					
<p style="text-align: center;">LIDBERG LAND SURVEYING, INC.</p>																					
<p>BY: DAVID C. LOBERG PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 3613</p>	<p style="text-align: center;">ABBREVIATIONS: POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT ORB = OFFICIAL RECORD BOOK</p>																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4" style="text-align: center;">LIDBERG LAND SURVEYING, INC.</td> </tr> <tr> <td style="font-size: small;">LID6431</td> <td style="font-size: x-small;">678 West Independence Road, Suite 200 Aurora, Florida 32824 TEL: 407-738-3034</td> <td style="font-size: x-small;">CAD: K1UST \ 204443 \ 03-060-303C \ 03-060-303C.DGN</td> <td style="font-size: x-small;">REF:</td> </tr> <tr> <td style="font-size: x-small;">FLD:</td> <td style="font-size: x-small;">FBL:</td> <td style="font-size: x-small;">FBL:</td> <td style="font-size: x-small;">JUN 03-093-3040</td> </tr> <tr> <td style="font-size: x-small;">OFF. L.I.C.:</td> <td style="font-size: x-small;">DATE:</td> <td style="font-size: x-small;">SHEET:</td> <td style="font-size: x-small;">PAGE:</td> </tr> <tr> <td style="font-size: x-small;">C.D. E.C.L.:</td> <td style="font-size: x-small;">DATE:</td> <td style="font-size: x-small;">SHEET 1 OF 2</td> <td style="font-size: x-small;">PAGE 03-093</td> </tr> </table>		LIDBERG LAND SURVEYING, INC.				LID6431	678 West Independence Road, Suite 200 Aurora, Florida 32824 TEL: 407-738-3034	CAD: K1UST \ 204443 \ 03-060-303C \ 03-060-303C.DGN	REF:	FLD:	FBL:	FBL:	JUN 03-093-3040	OFF. L.I.C.:	DATE:	SHEET:	PAGE:	C.D. E.C.L.:	DATE:	SHEET 1 OF 2	PAGE 03-093
LIDBERG LAND SURVEYING, INC.																					
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OFF. L.I.C.:	DATE:	SHEET:	PAGE:																		
C.D. E.C.L.:	DATE:	SHEET 1 OF 2	PAGE 03-093																		



601-Front Elevation
1/2" = 1'-0"



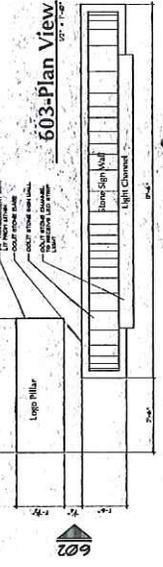
602-Side Elevation
1/2" = 1'-0"



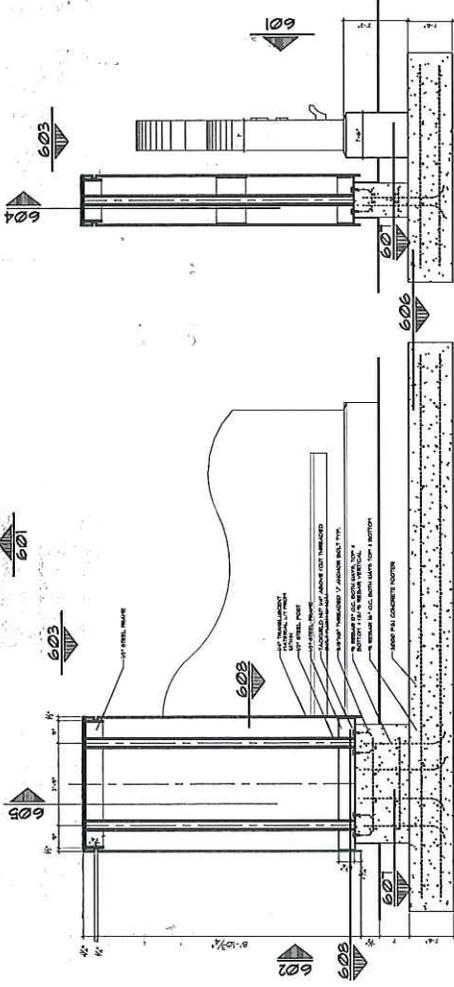
606-Footer Plan View
1/2" = 1'-0"



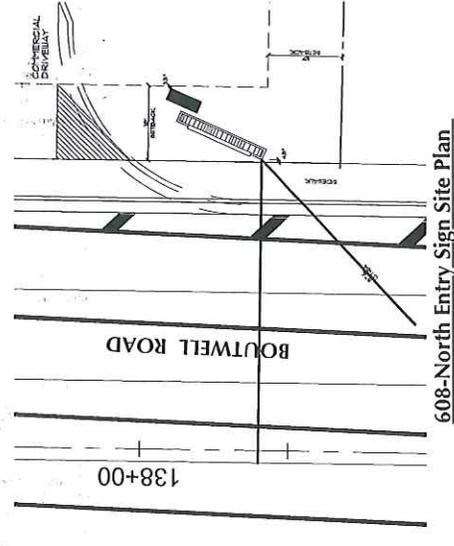
607-Upper Footer Plan View
1/2" = 1'-0"



603-Plan View
1/2" = 1'-0"



604-Front Section
1/2" = 1'-0"



608-North Entry Sign Site Plan
1/8" = 1'-0"



Lake Worth Logo
(To be used on Entry Sign w/ colors and image from City's marketing material)

NO.	DATE	BY	REVISION

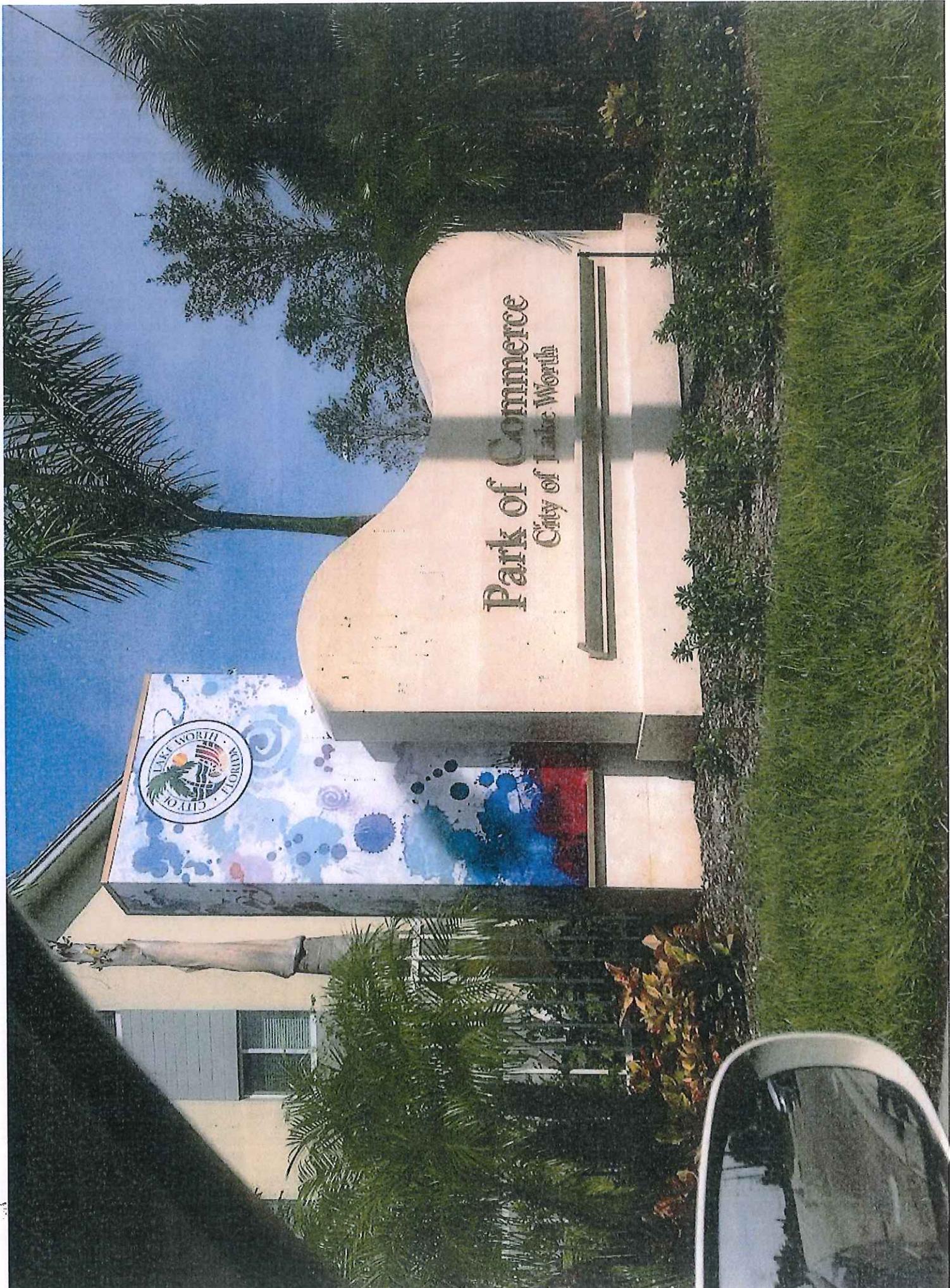
EMMERTON CONSULTING GROUP, INC. 10000 W. UNIVERSITY BLVD., SUITE 100, WEST PALM BEACH, FLORIDA 33411
GENIE CLIPS Holloway O'Mahoney
 1877 Corporate Way, West Palm Beach, Florida 33411 (561) 834-1111 Fax: 407-752-7348
 www.genieclips.com

FLORIDA E.B. NO. 48
EMMERTON CONSULTING GROUP, INC.
 Emory M. O'Mahoney, P.E., P.L.A.
 FLORIDA LA 16005884
 DATE: _____

FLORIDA E.B. NO. 48
MOCK & ROOS
 ENGINEERS • SURVEYORS • PLANNERS
 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 834-1111 Fax: 407-752-7348
 SCALES AS SHOWN

CITY OF LAKE WORTH-PARK OF COMMERCE
 PHASE 1 INFRASTRUCTURE IMPROVEMENTS
 LANDSCAPING AND IRRIGATION
 CITY OF LAKE WORTH
 PALM BEACH COUNTY, FLORIDA

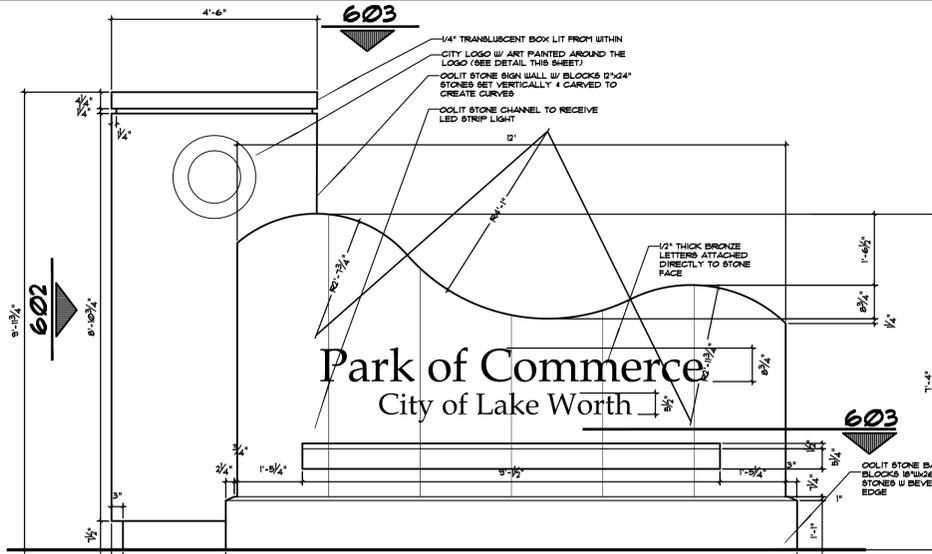
DATE: NOVEMBER 2014
 P.A. NO. BS24220
 DIMS. NO. 44-20-07
 SHEET: LP5-1



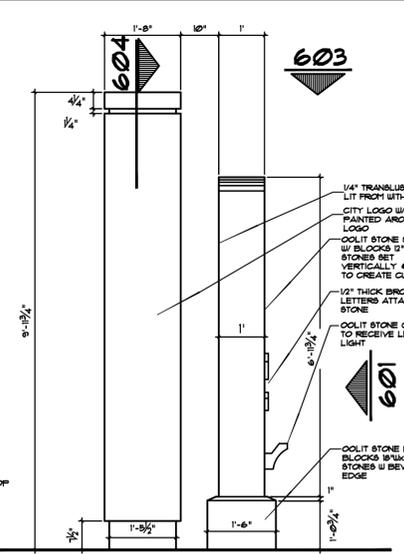
Park of Commerce
City of Lake Worth



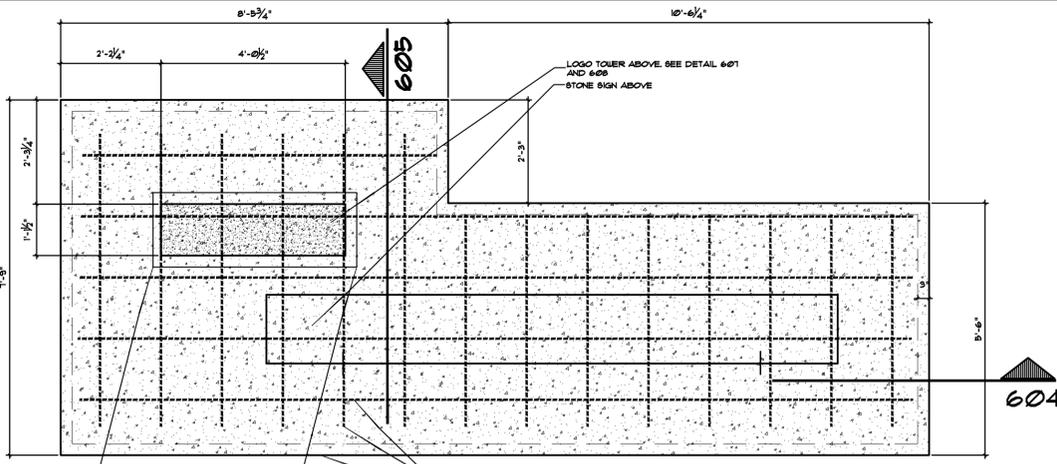
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 BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
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 NO. DATE BY REVISION
 13-0905 Signage_A.dwg



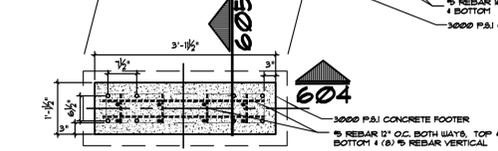
601-Front Elevation
1/2" = 1'-0"



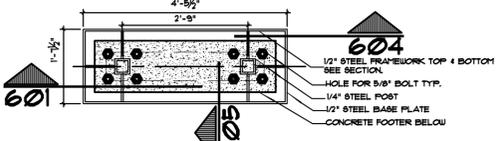
602-Side Elevation
1/2" = 1'-0"



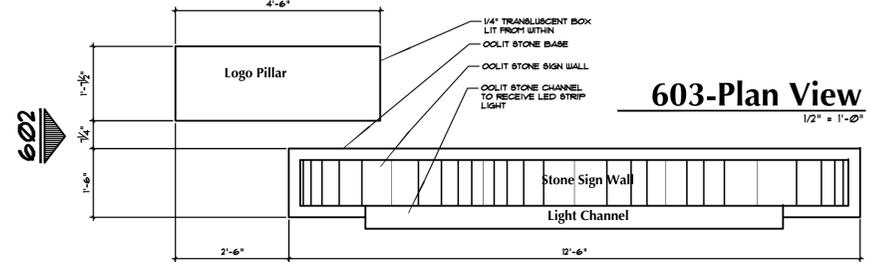
606-Footer Plan View
1/2" = 1'-0"



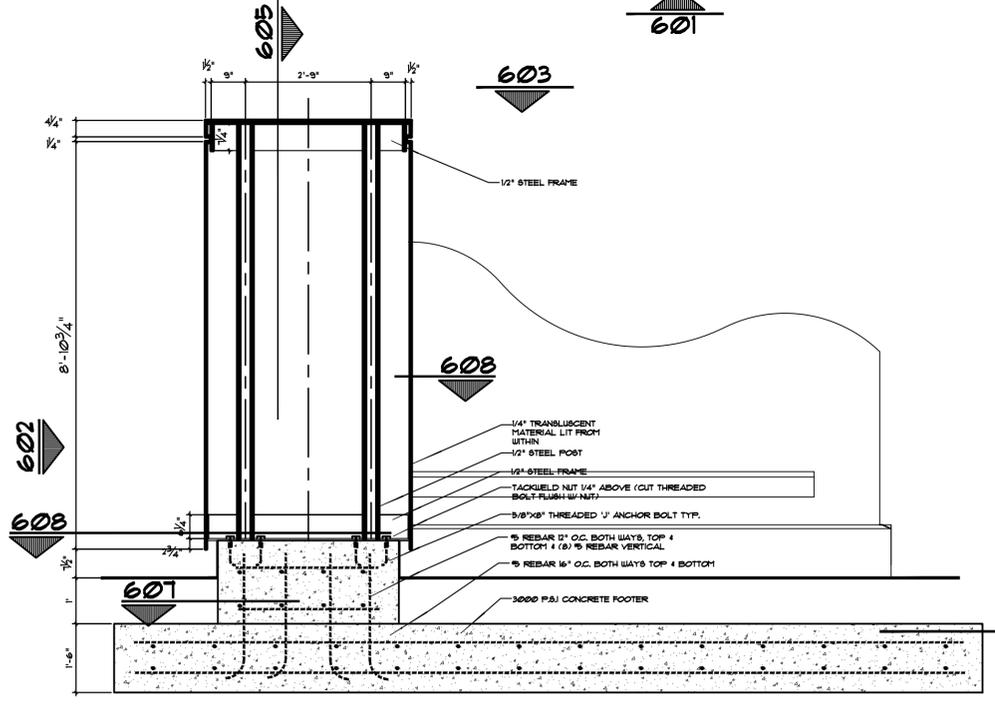
607-Upper Footer Plan View
1/2" = 1'-0"



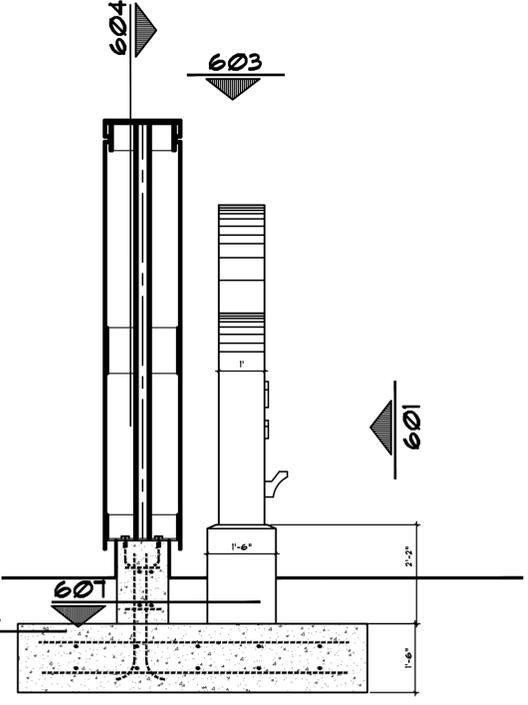
608-Base Plate Plan View
1/2" = 1'-0"



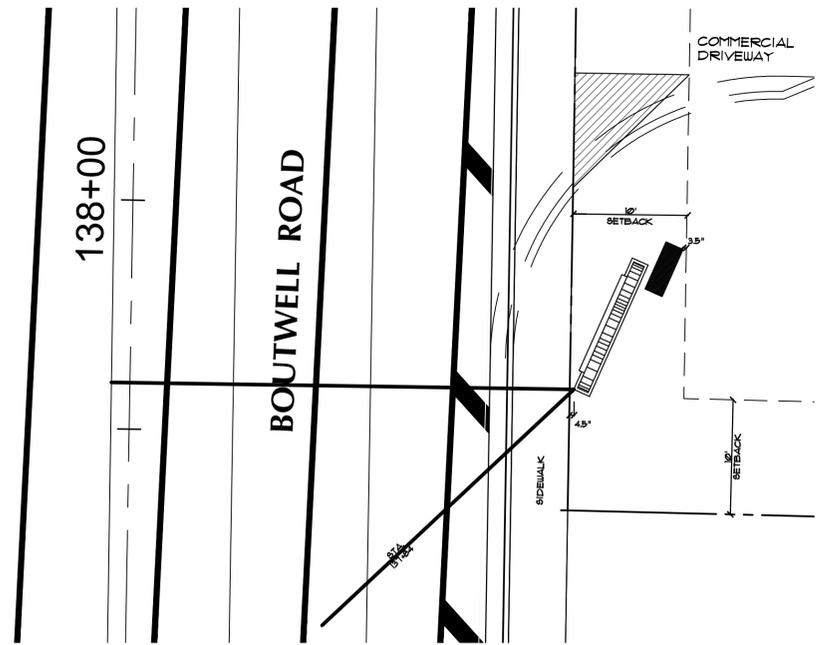
603-Plan View
1/2" = 1'-0"



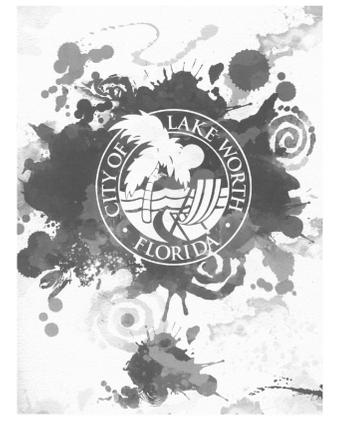
604-Front Section
1/2" = 1'-0"



605-Side Section
1/2" = 1'-0"



608-North Entry Sign Site Plan
1/8" = 1'-0"



Lake Worth Logo
(To be used on Entry Sign w/colors and image from City's marketing material) N.T.S.

NO.	DATE	BY	REVISION

LANDSCAPE ARCHITECT OF RECORD: EMILY O'MAHONEY, ASLA, LA0000684
 CERTIFICATE OF AUTHORIZATION NO. LC0000177
Gentile Glas Holloway O'Mahoney & ASSOCIATES, LLC
 Landscape Architects, Planners, and Environmental Consultants
 1907 Commerce Ln., Ste. 101, Jupiter, FL 33458 561-575-9557
 www.2gho.com

SEAL
 Emily M. O'Mahoney, ASLA, PLA
 FLORIDA LA. # 0000684
 DATE

FLORIDA E.B. NO. 48
MOCK • ROOS
 ENGINEERS • SURVEYORS • PLANNERS
 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, Fax 478-7248

FLORIDA L.B. NO. 48
 FIELD:
 DRAWN: KMS
 FB/PG: EOM
 APPR: EOM
 SCALE: AS SHOWN

CITY OF LAKE WORTH PARK OF COMMERCE
 PHASE 1 INFRASTRUCTURE IMPROVEMENTS
 LANDSCAPING AND IRRIGATION
 CITY OF LAKE WORTH
 PALM BEACH COUNTY, FLORIDA

DATE: NOVEMBER 2014
 P.A. NO. B204220
 DWG. NO. 44-43-20-107
 SHEET: LP5-4



AGENDA DATE: November 10, 2015, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2015-16 - First Reading - adopt amendments to the Lien Reductions and Release of Liens Code and schedule the public hearing date for December 8, 2015

SUMMARY:

The Ordinance amends the lien reduction and release of liens provision of the City's code.

BACKGROUND AND JUSTIFICATION:

The City Commission adopted a Lien Reduction and Release of Liens Code in an effort to more systematically deal with Code Enforcement Liens that had accrued against properties in the City of Lake Worth. This Code provided for set guidelines and reduction parameters to follow when considering requests for how to satisfy and remove liens. Increased requests and the provisions of F.S. 162.09 make it necessary to provide an equitable process to release liens that are encumbered on other property within Palm Beach County as a result of the liens on property within the City of Lake Worth. This process will continue to place a premium on the Lake Worth property being in a compliant condition before a release will be released. This is in keeping with the standards of release already written in the Code for other types of releases. It also requires a payment of \$5000 or 10% of the total amount of the lien, whichever is greater, in order to complete the release.

In addition, the amendment seeks to clarify the role of the Special Magistrate as an ex officio appointee of the City and not an employee; thereby, removing any ambiguity in the dual office holding provision in State law if that Magistrate serves in the same capacity for another municipality.

At its meeting of Tuesday, October 20, the Commission voted 5-0 to have the ordinance brought back under first reading with changes to the procedures, payments and applicability. These changes have been incorporated herein.

MOTION:

I move to approve/not approve Ordinance No. 2015-16 on first reading and schedule the public hearing and second reading date for December 8, 2015.

ATTACHMENT(S):

Fiscal Impact Analysis – Not Applicable
Ordinance

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ORDINANCE NO. 2015-16 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION", ARTICLE VI, "CODE COMPLIANCE", SECTION 2-64, "APPOINTED" TO CLARIFY THAT THE SPECIAL MAGISTRATE IS SERVING IN AN EX OFFICIO CAPACITY; AMENDING SECTION 2-69.3.1, "LIEN REDUCTIONS AND RELEASE OF LIENS" BY ENACTING SUBSECTION 2-69.3.1(J), PROVIDING FOR REGULATIONS REGARDING THE PARTIAL RELEASE OF LIENS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City has appointed a special magistrate to hear code enforcement cases and wishes to clarify that the special magistrate serves in an ex officio capacity; and

WHEREAS, the City periodically receives requests for partial releases of liens because under Florida law, a code enforcement lien on one property in Palm Beach County attaches to all property owned by the same property owner in Palm Beach County; and

WHEREAS, the City Commission recognizes the need to enact regulations to govern these requests; and

WHEREAS, the City Commission finds that the adoption of an Ordinance to regulate the partial release of liens is in the best interests of the health, safety, and welfare of the residents and citizens of the City.

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

Section 1. Chapter 2, "Administration", Article VI, "Code Compliance", Section 2-64, "Appointed" is amended as follows:

Sec. 2-64. - Appointed.

The city commission may appoint one (1) or more special magistrates who shall have the authority to hold hearings and assess fines against violators of the codes and ordinances of the city, as provided in F.S. ch. 162, pt. I and in this article. The special magistrate shall serve in an ex officio capacity if the appointed special magistrate serves other local governments as a special magistrate. Such service to other local governments does not create duties inconsistent with serving as special magistrate to the City of Lake Worth.

- (1) A special magistrate shall be an attorney admitted to the Florida Bar who possesses experience in zoning and land use law, building control, code enforcement, and administrative law.

48 (2) A special magistrate shall not be a city employee, but shall enter into an
49 agreement to provide professional services at a rate established by the
50 city commission.

51 (3) The city shall provide necessary and reasonable clerical and
52 administrative support to enable a special magistrate to perform his or
53 her duties. A special magistrate shall not be authorized to hire or use the
54 services of any person except those provided by the city to assist him or
55 her in the performance of his or her duties.

56
57 Section 2. Chapter 2, "Administration", Article VI, "Code Compliance",
58 Section 2-69.3.1, "Lien Reductions and Release of Liens" is amended to enact
59 Subsection 2-69.3.1(j), as follows:

60
61 (j) Partial release of liens. An applicant may request a partial release of lien
62 where the lien on the property inside the city boundaries attaches to another
63 property located in Palm Beach County, pursuant to F.S. section 162.09. The
64 following procedures shall apply to such request:

65
66 (1) The applicant shall complete an application for such release and
67 pay all applicable application fees as set by city resolution.

68 (2) All property owned by the applicant in whole or in part that is located
69 in the city, including the property for which the partial release of lien is sought (if
70 applicable), must be in compliance with all city codes prior to the granting of the
71 partial release of lien.

72 (3) A partial release of lien cannot be sought for the property where the
73 lien originated.

74 (4) Upon the payment of 10% of the total lien amount, or \$5,000,
75 whichever is greater, the mayor is hereby authorized to execute a partial release
76 of lien.

77 (5) When determining the total amount of the lien, section 2-69.3(d)
78 shall be applicable.

79
80 Section 3. Severability. If any provision of this Ordinance or the application
81 thereof to any person or circumstance is held invalid, the invalidity shall not affect
82 other provisions or applications of the Ordinance which can be given effect
83 without the invalid provision or application, and to this end the provisions of this
84 Ordinance are declared severable.

85
86 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in
87 conflict herewith are hereby repealed to the extent of such conflict.

88
89 Section 5. Codification. The sections of this Ordinance shall be made a part of
90 the City's Code of Ordinances and may be re-numbered or re-lettered to
91 accomplish such, and the word "ordinance" may be changed to "section",
92 "division", or any other appropriate word.

94 Section 6. This Ordinance shall become effective ten (10) days after passage.
95

96 The passage of this Ordinance on first reading was moved by
97 Commissioner Amoroso, seconded by Commissioner Maier, and upon being put
98 to a vote, the 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
107 reading on the 20th day of October, 2015.
108

109 The passage of this Ordinance on its second first 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 The Mayor thereupon declared this Ordinance duly passed on its second
120 first reading on the 10th day of November, 2015.
121

122 The passage of this Ordinance on second reading was moved by
123 Commissioner _____, seconded by Commissioner _____, and upon being put
124 to a vote, the vote was as follows:
125

126	Mayor Pam Triolo
127	Vice Mayor Scott Maxwell
128	Commissioner Christopher McVoy
129	Commissioner Andy Amoroso
130	Commissioner Ryan Maier

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The Mayor thereupon declared this Ordinance duly passed and enacted on the 8th day of December, 2015.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



AGENDA DATE: November 10, 2015 Regular Meeting

DEPARTMENT: City Manager

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2015-17 – First Reading – clarify authority to regulate, inspect, and permit managed honeybee colonies and schedule the public hearing date for December 8, 2015

SUMMARY:

The Ordinance clarifies that the authority to regulate, inspect, and permit managed honeybee colonies is preempted to the State of Florida and supersedes any related ordinance adopted by the City.

BACKGROUND AND JUSTIFICATION:

In 2012, Chapter 2012-83, Laws of Florida went into effect which amended Florida's Honey Certification and Honeybee Law, Chapter 586, Florida Statutes, in pertinent part, and preempted the authority to regulate, inspect, and permit managed honeybee colonies and to adopt rules on the placement and location of registered inspected managed honeybee colonies to the State of Florida. Any municipal ordinances in place that regulate or otherwise prohibit honeybee colonies are invalid. The City's Code of Ordinances does not specifically address honey bee colonies, but Chapter 6 speaks to the keeping of animals as pets and the raising or boarding of animals or fowl. It is recommended that the City adopt language to clarify that the City's Code of Ordinances does not regulate managed honeybee colonies. To this end, the proposed Ordinance simply acknowledges the State Legislature's preemption of this area of the law.

MOTION:

I move to approve / not approve Ordinance No. 2015-17 on first reading and schedule the public hearing date for December 8, 2015.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

1
2
3 ORDINANCE NO. 2015-17 OF THE CITY OF LAKE WORTH, FLORIDA,
4 AMENDING CHAPTER 6 "ANIMALS AND FOWL", BY CREATION OF A NEW
5 SECTION 6-3, "HONEYBEE COLONIES" TO ADDRESS THE STATE'S
6 PREEMPTION OF LOCAL ORDINANCES REGULATING HONEYBEE
7 COLONIES AND FOR OTHER PURPOSES; PROVIDING FOR RE-
8 NUMBERING OF EXISTING SECTIONS, SEVERABILITY, REPEAL OF LAWS
9 IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER
10 PURPOSES.

11
12 WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted
13 municipality having such power and authority conferred upon it by the Florida
14 Constitution and Chapter 166, Florida Statutes; and,

15
16 WHEREAS, in 2012, the Florida Legislature amended Florida's Honey
17 Certification and Honeybee Law, Chapter 586, Florida Statutes, in pertinent part,
18 to preempt the authority to regulate, inspect, and permit managed honeybee
19 colonies and to adopt rules on the placement and location of such colonies to the
20 State of Florida; and,

21
22 WHEREAS, the City Commission wishes to amend Chapter 6 "Animals
23 and Fowl" to acknowledge this preemption and to ensure that its ordinances do
24 not conflict with Florida's Honey Certification and Honeybee Law, Chapter 586,
25 Florida Statutes, as amended from time to time; and,

26
27 WHEREAS, the City Commission has reviewed the recommended
28 amendment and has determined that it is in the best interest of the public health,
29 safety and general welfare of the City, its residents and visitors to adopt this
30 amendment.

31
32 NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
33 THE CITY OF LAKE WORTH, FLORIDA, that:

34
35 Section 1. The foregoing "WHEREAS" clauses are true and correct and are
36 hereby ratified and confirmed by the City Commission.

37
38 Section 2. Chapter 6 "Animals and Fowl", is amended by creating a new section
39 6-3, entitled "Honeybee Colonies" to read as follows:

40
41 **Sec. 6-3. – Honeybee Colonies.**

- 42 (a) Pursuant to section Florida's Honey Certification and Honeybee Law,
43 Chapter 586, Florida Statutes, as amended from time to time, the authority
44 to regulate, inspect, and permit managed honeybee colonies and to adopt
45 rules on the placement and location of registered inspected managed
46 honeybee colonies is preempted to the state.
47

48 (b) Nothing in this code shall be construed or interpreted to conflict with
49 Florida's Honey Certification and Honeybee Law, Chapter 586, Florida
50 Statutes, as amended from time to time.
51

52 Section 3. Re-numbering. The existing sections 6-3 through 6-9 of Chapter 6
53 shall be re-numbered to sections 6-4 through 6-10 without any further changes.
54

55 Section 4. Severability. If any section, subsection, sentence, clause, phrase or
56 portion of this Ordinance is for any reason held invalid or unconstitutional by any
57 court of competent jurisdiction, such portion shall be deemed a separate, distinct,
58 and independent provision, and such holding shall not affect the validity of the
59 remaining portions thereof.
60

61 Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in
62 conflict herewith are hereby repealed to the extent of such conflict.
63

64 Section 6. Codification. The section 2 of this ordinance shall be made a part of
65 the City's code of ordinances.
66

67 Section 7. Effective Date. This ordinance shall take effect ten days after its
68 adoption.
69

70 The passage of this Ordinance on first reading was moved by
71 _____, seconded by _____, and
72 upon being put to a vote, the vote was as follows:
73

- 74 Mayor Pam Triolo
- 75 Vice Mayor Scott Maxwell
- 76 Commissioner Christopher McVoy
- 77 Commissioner Andy Amoroso
- 78 Commissioner Ryan Maier
- 79

80 The Mayor thereupon declared this Ordinance duly passed on first reading
81 on the 10th day of November, 2015.
82

83 The passage of this Ordinance on second reading was moved by
84 _____, seconded by _____, and upon being put to
85 a 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

The Mayor thereupon declared this Ordinance duly passed and enacted on the 8th day of December, 2015.

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LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



AGENDA DATE: November 10, 2015, Regular Meeting

DEPARTMENT: City Manager's Office

EXECUTIVE BRIEF

TITLE:

Resolution No. 61-2015 - certify the Homes for Working Families Program is consistent with the City's Comprehensive Plan and local regulations

SUMMARY:

The Resolution certifies that the Neighborhood Renaissance, Inc.'s Homes for Working Families Program is consistent with local plans and regulations, including the City's Comprehensive Plan. This certification of consistency is required for Neighborhood Renaissance, Inc. to become an eligible sponsor of affordable housing under the Community Contribution Tax Credit Program.

BACKGROUND AND JUSTIFICATION:

As a partner of the Lake Worth Community Redevelopment Agency's Neighborhood Stabilization Program 2 (NSP2), Neighborhood Renaissance, Inc. is proposing its Homes for Working Families program. The program aims to reclaim distressed properties within the City of Lake Worth and provide decent, sanitary and safe housing that is affordable for working families earning less than eighty percent of the area median income. The program represents a long term (three to five years) effort to eliminate substandard residential properties through the construction of new standard single-family houses on vacant lots and the rehabilitation of existing troubled single-family properties to a standard condition. These improved properties will be made available for purchase by income-eligible working households as owner-occupants.

Pursuant to Chapters 220, 212 and 624, Florida Statutes, the Community Contribution Tax Credit Program provides corporate tax credits, sales tax and insurance premium refunds as an incentive for businesses to donate cash, property or goods to eligible projects such as the construction or rehabilitation of homes that will be affordable for low-income households to purchase. Accordingly, Neighborhood Renaissance, Inc. must demonstrate that the proposed Homes for Working Families Program is consistent with all local plans and regulations, including the City's Comprehensive Plan, in order to become an eligible sponsor of affordable housing under the Community Credit Tax Credit Program. Resolution No. XX-2015 certifies such consistency in support of Neighborhood Renaissance, Inc.'s application to participate in the Community Contribution Tax Credit Program.

As an eligible sponsor of affordable housing under the Community Contribution Tax Credit Program, Neighborhood Renaissance, Inc. will be able to accept donations to assist with the construction and/or rehabilitation of homes that will be affordable to income eligible households, as well as related management and development activities. Under its Homes for Working Families, Neighborhood Renaissance, Inc. intends to construct four new houses and rehabilitate four new houses per year over the three to five year life of the

program. The Lake Worth Community Redevelopment Agency intends to convey three vacant properties in the Royal Poinciana Neighborhood that it purchased with NSP2 funds to Neighborhood Renaissance, Inc for the development of affordable housing under its Home for Working Families Program.

MOTION:

I move to approve/ not approve Resolution No. 61-2015

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

Resolution

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RESOLUTION NO. 61-2015 OF THE CITY OF LAKE WORTH, FLORIDA, CERTIFYING THAT NEIGHBORHOOD RENAISSANCE, INC.'S HOMES FOR WORKING FAMILIES PROGRAM IS CONSISTENT WITH LOCAL PLANS AND REGULATIONS, INCLUDING THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Commission is aware that Neighborhood Renaissance, Inc. has proposed the implementation of the Homes for Working Families Program for the redevelopment of distressed properties to provide affordable standard housing for income eligible working households; and

WHEREAS, the Community Contribution Tax Credit Program, pursuant to Chapters 220, 212 and 624, Florida Statutes, provides corporate income tax credits, sales tax and insurance premium refunds as an incentive for business firms to donate cash, property or goods to eligible projects such as the construction or rehabilitation of housing affordable to low-income families; and

WHEREAS, Neighborhood Renaissance, Inc. desires to submit an application to become an eligible sponsor of affordable housing under the Community Contribution Tax Credit Program in order to implement the Homes for Working Families Program in the City of Lake Worth; and

WHEREAS, the aforementioned Florida Statutes and provisions of the Community Improvement Act of 1980 require certification by local government that eligible programs are consistent with local plans and regulations, including the comprehensive plan; and

WHEREAS, the City has determined that the Homes for Working Families Program serves a valid public purpose and is consistent with relevant local plans and regulations, including the City's Comprehensive Plan, and is thereby supportive of the application that Neighborhood Renaissance intends to submit to become an eligible sponsor of affordable housing under the Community Contribution Tax Credit Program.

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

SECTION 1: The foregoing recitals are true and correct and expressly incorporated herein by reference and made a part hereof.

SECTION 2: The Neighborhood Renaissance Inc.'s Homes for Working Families Program complies with all local plans and regulations, including the City's Comprehensive Plan.

SECTION 3. The City Commission of the City of Lake Worth, Florida hereby supports Neighborhood Renaissance, Inc.'s application to become an eligible

50 sponsor of affordable housing under the Community Contribution Tax Credit
51 Program.

52

53 SECTION 3: This Resolution shall become effective upon adoption.

54

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

58

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

64

65 Mayor Pam Triolo thereupon declared this Resolution duly passed and
66 adopted on the 10th day of November, 2015.

67

68

LAKE WORTH CITY COMMISSION

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72

By: _____
Pam Triolo, Mayor

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ATTEST:

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80

Pamela J. Lopez, City Clerk



AGENDA DATE: November 10, 2015, Regular Meeting

DEPARTMENT: Economic Development

EXECUTIVE BRIEF

TITLE:

Lake Worth State of Florida 2016 Legislative Priorities

SUMMARY:

This Item establishes two funding priorities to bring before the State Legislators during their 2016 Session.

BACKGROUND AND JUSTIFICATION:

With a poverty rate still at 32.5% - approximately two times the national average - and a civilian unemployment rate stubbornly stuck at 11.6%, economic recovery is hard to quantify in our bedroom community a mere stone's throw away from the island of Palm Beach. And although Lake Worth has seen property values rise in the past year, the city simply cannot afford to invest on its own in the major infrastructure improvements that are necessary to attract jobs to the city.

Public safety, roads, sidewalks, water, sewer - basic infrastructure - are all in the prevue of government. And all play into the needs of a healthy economy that creates jobs. Lake Worth is not looking for a hand-out, but rather a hand-up in these critical areas. Critical areas of concern for the City that affect economic growth:

§ Lake Worth Park of Commerce: Infrastructure Improvements

§ Water Infrastructure

MOTION:

I motion to approve / disapprove the Lake Worth State of Florida 2016 Legislative Agenda.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

Legislative Issues 2016



2016 LEGISLATIVE REQUEST | PROJECT INFORMATION

LAKE WORTH PARK OF COMMERCE

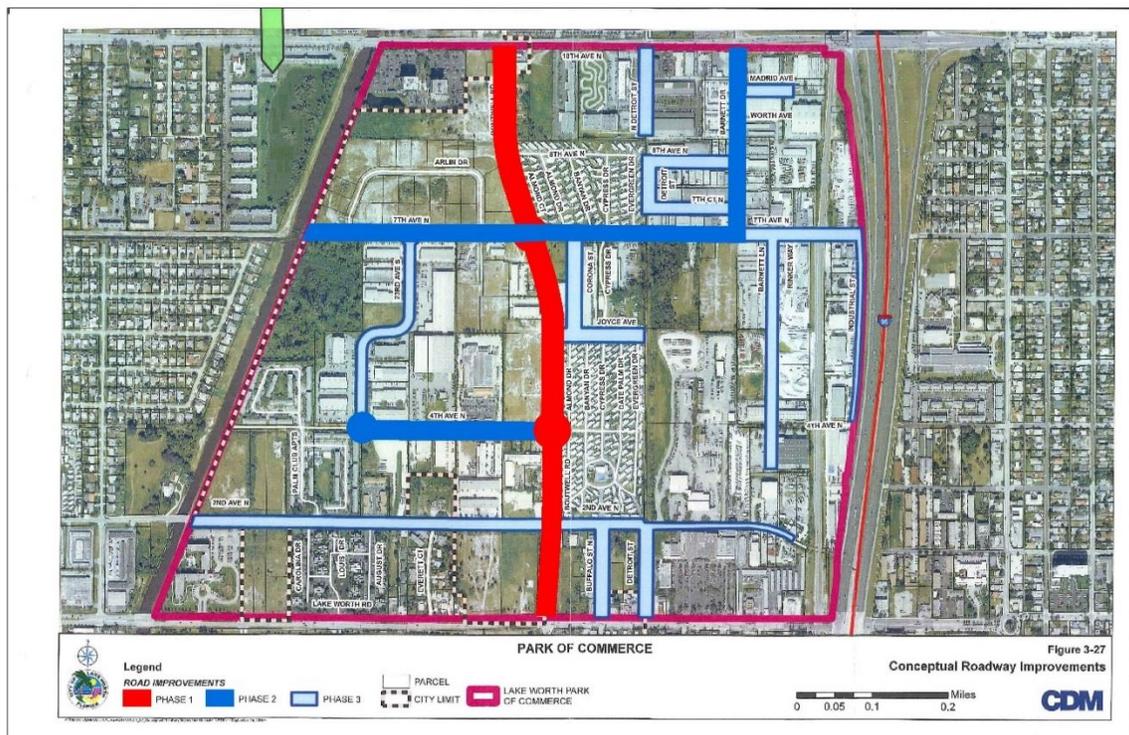
\$3.5 MILLION

Providing shovel ready sites with the appropriate infrastructure is critical for job creation. The “Park” has been identified as a regional priority on the Comprehensive Economic Development Strategy by Treasure Coast Regional Planning Council. The Park has also been included in the MPO five year plan.

PARK OVERVIEW

- 393 acre industrial park
- Located in central Palm Beach County
- 2 Access Points to I-95
- Adjacent to Tri-Rail
- CSX Rail on Eastern Border of Park
- Proximity to PBIA; Port of Palm Beach
- Treasure Coast Regional Planning Council Comprehensive Economic Development Strategy (CEDS)
- Placed on the Palm Beach County Metropolitan Planning Organization 5-Year Plan

PROJECT PHASING MAP





PROJECT PHASING ANALYSIS

Phase	Description	Schedule	Project Cost	City Funds	County Funds	State Request	Federal Funds
1	Boutwell Road Road reconstruction to three lane cross section, with curbs, drainage, sidewalks, bikeway, landscaping, lighting, underground electric, watermain and force main.	FY 16-17	\$8.1 M	\$3.2 M Underground electric, watermain & force main	\$0 Starting 10 th Ave. intersection design & right-of-way acquisition.	\$3.5 M Roads, drainage, sidewalks, bikeway, landscaping & lighting.	\$1.4 M EDA Grant
2	Detroit, 7th & 4th Ave. Road reconstruction, curbing, sidewalks, drainage, water, sewer, lighting, landscaping.	TBD	\$6M	\$1.5M Drainage, electric, watermain & force main	\$1.5M 10 th Ave. intersection construction	\$2M FDOT/MPO \$1M Roads, drainage, sidewalks, landscaping & lighting.	\$0

PHASE 1: BOUTWELL ROAD INFRASTRUCTURE IMPROVEMENTS

Scope: This includes road reconstruction to a three lane cross-section, curbs, drainage, landscaping, lighting, sidewalks, bikeway, underground electric, a new 12" water main and 6 to 8" force main. The project includes Boutwell Road starting at 2nd Ave. N to 10th Ave. N, excluding the 10th Ave. N intersection, which is being designed by the County

PHASE 2: BOUTWELL INTERSECTION, DETROIT AVE., 4TH AND 7TH AVE N INFRASTRUCTURE IMPROVEMENTS

Scope: This includes the Boutwell Road and 10th Ave. N intersection, and improvements to Detroit Ave, which is a second connector to 10th Ave. N with access to I-95. Work includes road reconstruction, curbing, sidewalks, drainage, landscaping, lighting, water lines and sewers. The project includes Detroit Ave. from 7th Ave. N to 10th Ave. N, all of 7th Ave. N east and west of Boutwell Road within the Park of Commerce area, and 4th Ave. N west of Boutwell Road. Phase 2 also includes the County intersection project at 10th Ave. N. and Boutwell Road, which will be fully funded by the County.



PROJECT JOB CREATION ANALYSIS

Investment in the infrastructure of the Park of Commerce is critical for long term job creation in the City of Lake Worth. Constrained roadways have long been an impediment to economic growth in South Florida. Expanding the roadway capacity within the Park of Commerce would allow significant private investment equating to jobs for citizens. A conservative estimate based upon occupancy and area requirements under the Florida Building Code 2010 Edition Occupancy Classifications show that job creation would be **4,800 new positions**.

125 Hotel Rooms (unknown job creation – dependent upon type of hotel service)

60,000 sq. ft. retail = 1,000 jobs (based on 60 sf per employee).

335,000 sq. ft. office = 2,200 jobs (65% of building space associated with employment – other areas are common, mechanical & service areas & 100 sf per employee).

800,000 sq. ft. industrial = 1,600 jobs (based on 500 sf per employee).

Note: The City of Lake Worth received notification on July 31, 2015 from the United States Department of Commerce Economic Development Administration of funding in the amount of approximately \$1.4million dollars for infrastructure improvement for the Park of Commerce. The grant will be awarded in FY16 and based upon availability of funding. (Attachment 1)



SCHOOL SAFE ACCESS AND WATER INFRASTRUCTURE Improvements

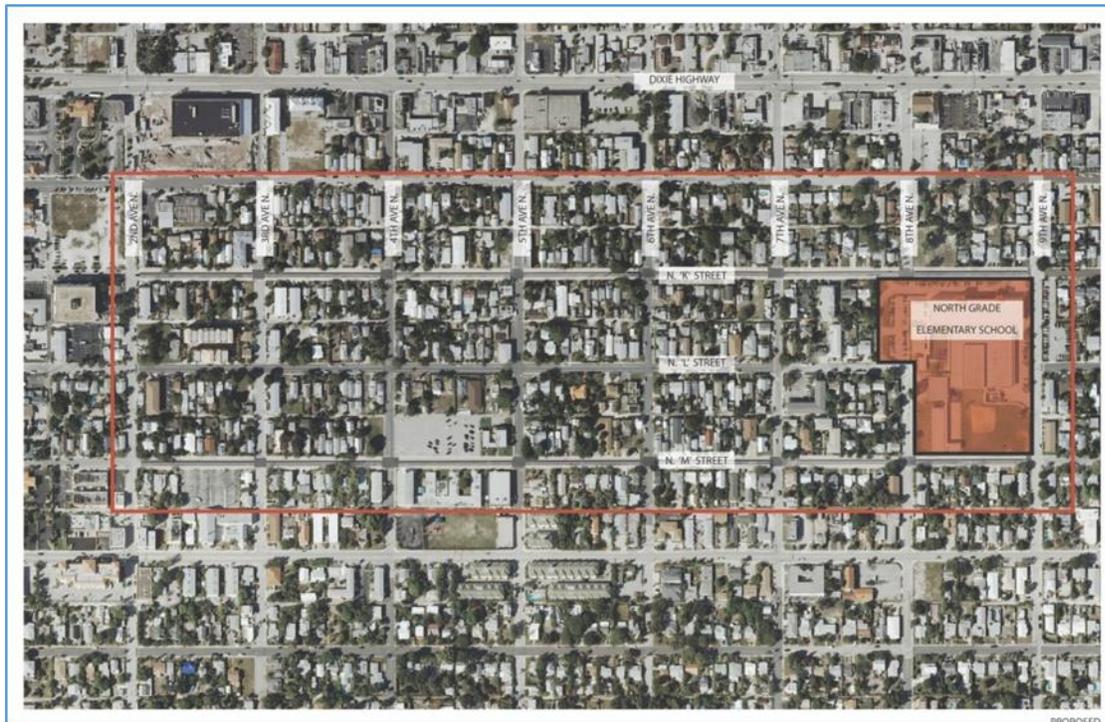
\$500,000

Providing safe access for school children to reach elementary schools, and providing improved water flows for fire protection at the school are top city priorities. This project is part of the City's plan to integrate road, water main, sidewalk and street light improvements to improve a neighborhood.

Project Overview

- Replace sidewalks for safe access to school
- Resurface aging streets
- Increase size of water mains
- Enhance fire protection by increasing hydrant water flows to school & residential properties.

North Grade Elementary School Safety & Infrastructure Improvements | Neighborhood Map





PROJECT PHASING ANALYSIS

Phase	Project Description	Project Status	Project Cost	City Funds	State Request
1	Install 12" water main & fire hydrants on North M St between 2nd Ave N & 9th Ave N. to provide increased fire protection to North Grade Elementary School . Resurface streets & repair sidewalks to provide safe access to the school.	Engineering complete. Shovel Ready.	Phase 1: M Street \$1.1 M	Phase 1: M Street \$0.6 M	Phase 1: M Street \$0.5 M
2	Install 12" water main & fire hydrants on North K St between 2nd Ave N & 9th Ave N. to provide increased fire protection to North Grade Elementary School . Resurface streets & repair sidewalks to provide safe access to the school.		Phase 2: K Street \$1.0M	Phase 2: K Street \$0.5M	Phase 2: K Street \$0.5M

PHASE 1: NORTH M STREET IMPROVEMENTS

Scope: This project includes replacement of old water main with new 12" water main to increase water flows to hydrants at the elementary school and in the residential neighborhood. The existing two lane road will be patched and resurfaced and the sidewalks will be repaired or replaced to provide safe access to the elementary school. A separate city project is also replacing streetlights to provide improved lighting in the neighborhood.

PHASE 2: NORTH K STREET IMPROVEMENTS

Scope: This project includes replacement of old water main with new 12" water main to increase water flows to hydrants at the elementary school and in the residential neighborhood. The existing two lane road will be patched and resurfaced and the sidewalks will be repaired or replaced to provide safe access to the elementary school. A separate city project is also replacing streetlights to provide improved lighting in the neighborhood.



Attachment 1 – United States Department of Commerce, Economic Development Administration (EDA)



UNITED STATES DEPARTMENT OF COMMERCE
Economic Development Administration
Atlanta Regional Office
Suite 1820
401 West Peachtree St., N.W.
Atlanta, Georgia 30308-3510

July 31, 2015

In reply refer to:
EDA Control No. 109141

Mr. Michael Bornstein
City Manager
City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460-3725

Dear Mr. Bornstein:

The Economic Development Administration (EDA) is pleased to congratulate the City of Lake Worth on your application for the Lake Worth Park of Commerce infrastructure improvements being selected through EDA's competitive application review process for further consideration for funding. Please note that this notification of further consideration is intended to inform you of EDA's competitive preliminary selection of your project for this funding cycle, **but does not guarantee final approval or legally bind EDA to make an award. Subject to the appropriation and availability of funds for FY16**, the proposed project, estimated to cost \$5,426,600 will be considered for \$1,389,100 in EDA funding under the Public Works program, authorized under section 201 of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. Section 3121 *et seq.*).

By acceptance of this letter for further consideration of your application you agree to provide the additional information requested below, and any further information requested, and acknowledge that final approval and the timing of that approval are subject to EDA's acceptance of the information and the availability of funding.

Additional Information: Provide the following information to Jonathan Corso by September 4, 2015:

- Certificate of Eminent Domain and Attorney Verification on property to be improved. A suggested certification format is enclosed;
- Clarification on response to question M.6.e in form ED 900 as to any prior use of eminent domain;
- Evidence of easements;
- Palm Beach County added as a co-applicant. Please execute and submit:
 - Application form Standard Form (SF) 424;
 - Certification Regarding Lobbying, CD 511;
 - Construction Assurances SF 424D;
 - Additional Construction Assurances Exhibit D; and
 - Environmental Appendix A;
- Proof of renewal/re-activation of SAM registration for the City of Lake Worth (expires 9/18/15);





City of Lake Worth

Control No. 109141

July 31, 2015

- Proof of SAM registration for Palm Beach County;
- Comments from the State Clearinghouse to comply with Executive Order 12372 (Ref. ED 900 A.11);
- Public Notice – NEPA: To comply with the public participation requirements of the National Environmental Policy Act of 1969, as amended (NEPA), EDA requires applicants to provide notice to the local public regarding the project and the availability of NEPA documents. Enclosed is a template for public notification. Provide proof of public notification including dates of publication and the notice. Contact Keith Dyche, EDA Regional Environmental Officer at 404-730-3029 if assistance is needed prior to publication;
- Comments from the State Historic Preservation Officer (SHPO). Provide the SHPO with information regarding the EDA project and the proposed beneficiary property and facilities so that SHPO may confirm the appropriate area of potential effect. Please provide EDA with a copy of your submittal as soon as available;
- Comments from the US Fish and Wildlife Service on the proposed EDA project and the beneficiary's project;
- Sole source aquifer impact determination from EPA. For submittal information, please see: <http://www.epa.gov/region4/water/groundwater/r4ssa.html> ; and
- Contact information on the person who will be responsible for GPRA over a nine year period, and mechanism to track private beneficiary jobs and investment data and standard additional information as listed in the application that has not been previously submitted.

The information requested above will supplement your application and enable EDA to proceed with processing your application. Failure to meet this deadline, or the submission of incorrect or incomplete information, will jeopardize approval of your application. If you cannot meet this deadline, please advise Jonathan Corso, Economic Development Representative, as soon as possible.

Upon receipt, EDA will assess the information provided. EDA's assessment of this information may result in a determination that:

1. No additional information is necessary;
2. Additional information is required, because the submission is incomplete, inaccurate, or otherwise unacceptable to EDA, and the applicant(s) must revise the submission before EDA will consider processing the application further; or
3. EDA will discontinue considering your application for funding, because the information submitted does not present a project that complies with applicable law or EDA's regulations or policies.

Your organization must comply with EDA's regulations (*see* 13 C.F.R. chapter III http://www.eda.gov/pdf/EDAs_regs-13_CFR_Chapter_III.pdf), as well as the Federal Funding Opportunity announcement *FY 2015 Economic Development Assistance Programs—Application Submission and Program*



City of Lake Worth

Control No. 109141

July 31, 2015

Requirements for EDA's Public Works and Economic Adjustment Assistance Programs, which was published February 9, 2015 (see <http://www.eda.gov/funding-opportunities/>)

Final approval of an award is conditioned upon EDA's assessment of the additional information requested, project feasibility, funding priorities, and the availability of FY16 funds for obligation.

EDA's mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA assists states, units of government, and community nonprofit organizations in economically-distressed areas by supporting their regional economic development efforts that emphasize innovation and entrepreneurship as the essential elements of regional and national competitiveness in the worldwide economy. Please do not hesitate to contact Mr. Corso at (404) 730-3023 or jcorso@eda.gov, if you have questions regarding the requested information or status of your application.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Paradise, Jr.", is written over a horizontal line.

H. Phillip Paradise, Jr.
Regional Director, Atlanta Regional Office

Enclosure: Certificate of Eminent Domain
NEPA Public Notice Template – 15 Day

cc: Jonathan Corso, EDA



AGENDA DATE: November 10, 2015, Regular Meeting

DEPARTMENT: Commissioner McVoy

EXECUTIVE BRIEF

TITLE:

Amend the September 22, 2015, Special City Commission minutes

SUMMARY:

This Item is to request the September 22, 2015, Special City Commission minutes be amended to include the Electric Fund Workbooks and Options' graph and email sent to the Electric Utility Director into the official minutes.

BACKGROUND AND JUSTIFICATION:

On September 22, 2015, Commissioner McVoy distributed an Electric Fund Workbooks and Options' graph and email sent to the Electric Utility Director during the meeting. After lengthy discussion, he asked that the graph and email be placed in the record. There was no motion or consensus made to support this request.

MOTION:

I move to amend/not amend the September 22, 2015, Special City Commission minutes to include the Electric Fund Workbooks and Options' graph and email sent to the Electric Utility Director into the official minutes.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

September 22, 2015 minutes

Graph and email

**MINUTES
CITY OF LAKE WORTH
SPECIAL MEETING OF THE CITY COMMISSION
SEPTEMBER 22, 2015 – 6:00 PM**

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

1. ROLL CALL:

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

2. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Ryan Maier.

3. PUBLIC HEARINGS:

A. Resolution No. 52-2015 – Second Public Hearing – establish the Fiscal Year 2015-2016 tentative general City millage rate

Mayor Triolo announced the purpose of this meeting was to convene the second mandatory public hearing on the Fiscal Year 2015-2016 proposed millage rate and proposed operating budget as required by and pursuant to Sections 166 and 200.065 of the Florida Statutes.

She announced that on July 14, 2015, the Commission set a tentative millage rate of 5.4945 mils and was advertised in the Truth-in-Millage (TRIM) notices sent to property owners by the Palm Beach County Appraiser. On September 15, 2015, the Commission adopted a tentative millage rate of 5.4945 mils for Fiscal Year 2015-2016. On September 18, 2015, the second mandatory hearing was published in the Palm Beach Post announcing a proposed rate increase over the roll back rate and included the budget appropriation summary. She said the City had received proof of publication.

City Attorney Torcivia read the following resolution by title only:

RESOLUTION NO. 52-2015 OF THE CITY OF LAKE WORTH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF LAKE WORTH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

City Manager Bornstein announced that one of the requirements of the TRIM legislation was to provide information about why a proposed millage rate could be higher than the rolled back millage rate. He said the proposed tentative millage adopted by the City in July for TRIM purposes was 5.4945 mills, which was 8.53% more than the rolled back rate of 5.0628 mills.

He announced that the millage proposed to fund the Fiscal Year 2015-2016 budget was the same as last year's 5.4945 mills and that the current year proposed aggregate millage rate would generate approximately \$6,886,193 after a 5% collection allowance.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Resolution No. 52-2015 which adopted the final operating millage of 5.4945 for the 2015-2016 Fiscal Year.

Mayor Triolo announced that it was 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. Resolution No. 53-2015 – Second Public Hearing – adopt the Fiscal Year 2015-2016 proposed City budget

Comments/requests summaries:

1. Commissioner McVoy commented that the City had additional information that was not made available to the Commission prior to this meeting.

City Manager Bornstein replied that information was emailed to the Commission either last night or this morning. He said the graph was presented by Burton and Associates and the comments and red mark additions were written by Commissioner McVoy.

City Attorney Torcivia read the following resolution by title only:

RESOLUTION NO. 53-2015, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve Resolution No. 53-2015 on second public hearing to adopt the final Fiscal Year 2015-2016 annual operating budget of the City of Lake Worth.

City Manager Bornstein announced that expenditures for the Fiscal Year 2016 annual operating budget totaled \$178,862,128 for all City funds. Highlights to the budget included no change in the General Fund millage rate of 5.4945 mils; no change in the County Fire Municipal Services Taxing Unit (MSTU) rate of 3.4581 mils; use of \$66,889 of General Fund available fund balance; 4% increase in salaries across the board; increase in ad valorem revenues of approximately \$458,000; additional State Shared Revenues of approximately \$383,000 over Fiscal Year 2015; increase in local sewer rates of 3%; increase in water rates of 3.5%; and no rate increases for electric, sanitation, or stormwater operations.

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

Jo-Ann Golden said this was the first time the public was allowed to comment; however, there was a problem with the lack of participation in the budget process because the public meetings were work sessions. She said there was difficulty in adopting a budget which did not allow public comment.

Peggy Fisher said public comments were heard on September 15, 2015. She commented that it was unfortunate that the public spoke before she heard the Commission's discussions. She asked where the public's input would have been allowed if the electric rate was raised. She said she opposed any electric rate increase. She asked if Commissioner McVoy's distributed material was uploaded to the City's website.

Comments/requests summaries:

2. Vice Mayor Maxwell commented that he had a concern about a distributed document because it was altered by Commissioner McVoy. Only the graph portion should be made available to the public.
3. Commissioner McVoy agreed that the issue was important and it not being on the web and available at this late time. The City had Burton and Associates and Utility Financial Solutions working on the electric rates. In prior years, Utility Financial Solutions presented the electric rates during a public meeting, but not this year. He said he raised his concerns about the numbers because they were different between Burton and Associates and Utility Financial Solutions. He commented that he raised this issue with Burton and Associates at the last budget work session. He said he did not know that the Electric Utility Director spoke to Burton and Associates and that the City was whittling down

its reserve, which was not a responsible thing to do. He said it concerned him that Burton and Associates presented three options about the declining reserve in an email sent to the Electric Utility Director on September 15, 2015, but that information was not presented during the Commission's meeting.

4. Commissioner McVoy commented that the graph he distributed was a caption of options sent by Burton and Associates. He said he added his text about the options. A 76 cent per month increase to customers would raise the Electric Fund reserve. He said this information should have been presented at the Commission's September 15, 2015, meeting.
5. Mayor Triolo commented that she and Vice Mayor Maxwell did not vote to raise the electric rate.
6. Vice Mayor Maxwell commented that, when the budget process began several months ago, it looked like the electric rate needed to be raised. He said he told the City Manager that something needed to be done. Then a new Electric Utility Director was hired and he found \$2.8 million that was not being used. He said he objected to Commissioner McVoy's distributed document and asked that it be marked as being Commissioner McVoy's opinion before it was uploaded to the City's website. He said he could live with the graph and asked why it was not made available on September 15, 2015.

City Manager Bornstein replied that the Burton and Associates model was interactive, several scenarios were presented to the Commission, and it was not a static screen shot. The Commission played with the different rates and structures. He said he was not sure if the graph distributed was a screen shot of one of the scenarios.

7. Commissioner McVoy commented that the Electric Fund numbers moved from plus \$20 million to negative \$10 million. He asked how the fund could swing \$30 million. He said he spoke with Burton and Associates, and the City should have a minimum of three-months in reserve. He asked that the graph and email sent to the Electric Utility Director be placed in the record. He said he was concerned that, for 76 cents a month, the City could start turning its electric utility back to where it should go.
8. Mayor Triolo commented that the document needed to be put back into its original graph form without any additional embellishments. Commissioner McVoy's comments were duly noted and in the record.
9. Vice Mayor Maxwell commented that the distributed document showed the source as being from Burton and Associates. The added text was

inappropriate.

City Manager Bornstein replied that discussion about the added graph text would be noted in the minutes.

10. Commissioner McVoy commented that all of the text, with the exception of the word "healthy", came straight from Burton and Associates. He said he added the three options.
11. Vice Mayor Maxwell asked the City Clerk to note that the red marks and the option narratives were from Commissioner McVoy and not from Burton and Associates.

City Manager Bornstein asked that the full data be added because there were a lot of moving parts. The City could take the full scenarios and place them on one sheet. There were a lot of assumptions and someone needed to look at the entire study when looking at one piece. The whole sheet could be added along with the scenarios.

12. Commissioner McVoy commented that it was his job to make sure the City was operating in accordance with acceptable standard business practices. Based on what he saw, he said the City was not. He said he had no argument that an explicit rate study should have been done this year, like every other year. He was only made aware of the information last week and received it yesterday. The Commission now have the information and the City had it. It would be irresponsible not to correct the electric rate at once since the Commission were aware of the information.
13. Mayor Triolo commented that the Commission approved a law to be at electric rate parity with Florida Power & Light. She asked how the Commission would go about being at rate parity while raising the rate.
14. Commissioner McVoy said rate parity was the City's own rule. It was the Commission's responsibility to manage the City. The Commission created a business model, which stated that the City would not look at its revenues and expenses and just set a rate. That was not a business model that would stand up in any Master of Business Administration program anywhere. It would be incumbent upon the Commission to look at whether the City would still be in compliance with the law if 76 cents per month was added to the average bill since rate parity had not yet been reached. The bigger law would be whether it was wise to operate the Electric Fund below its reserve. Increasing the rate would fix the reserve or the Commission could choose not to.
15. Mayor Triolo commented that every budget cycle was a moving target, and the Commission could always make budget amendments. This

was a strong issue, and the Commission was trying to create an atmosphere to be consistent. In Fiscal Year 2009, Burton and Associates did a rate study and their recommendation was to raise the water rates 13%. The following year, the Commission did not raise the water rates that much. Even though Burton and Associates recommended increasing the rate 13%, the Commission increased it by 11%. She said this was an example of what the Commission did to be fiscally responsible. The budget was a moving document that had a lot of things factored in. Commissioner McVoy was talking about a 1% electric rate increase, while the Commission was addressing a 13% increase in 2009 and did not listen to Burton and Associates.

16. Vice Mayor Maxwell commented that the City borrowed at least \$6 million to construct the Casino Complex and borrowed an untold number of dollars for the beachfront property infrastructure. Not only did the Commission continue to find ways to keep things solvent and stable, but found millions of dollars to throw at a beach project. This Commission and the previous Commission worked hard with staff to find efficiencies and mistakes. The process worked and was working for the people. Staff was doing their job, saving money, and coming up with ideas. The Commission was taking staff's advice and thinking outside the box. He said that when he was elected back into office, he was exasperated to learn that 50% of the General Fund was funded through utility-related revenues, which was discovered in 2010. At that time he said he was on the minority side of the Commission, but persuaded the Commission to reduce the electric rate. The Commission reduced the rate without raising the millage and did what they set out to do, which was to remove the disincentives in the community. As property values rise, the City would reduce its dependence on the utility funds. He said he was committed to going in a different direction for the people to live in paradise.
17. Commissioner McVoy asked when Vice Mayor convinced the Commission not to raise the electric rate.

Vice Mayor Maxwell replied that it was in the Fiscal Year 2010-2011 budget when the 50% contribution to the General Fund was uncovered, and the electric rate was reduced in Fiscal Year 2012.

18. Commissioner McVoy commented that the Comprehensive Annual Financial Report (CAFR) listed, for the past 10 years, the average monthly residential electric bill was flat and did not do much. The policy of reducing the rate was wonderful but did nothing to affect customers' residential bills. The rate had little influence on people's actual bills and on the community. He said the rate had an influence on the health and wellbeing of the utility. The Commission was making choices that did nothing for residents in terms of their real bill, but were

doing unhealthy things to the Electric Utility Fund.

19. Mayor Triolo commented that one of the biggest disincentive to moving to Lake Worth was its electric rate and lowering it was important. A new Electric Utility Director said there were a lot of good working parts that would put the City in a positive direction. In addition, the Director did not recommend a rate increase. She said the Commission created a policy and law and she asked the City Attorney what needed to be done to increase the electric rate against the parity law.

City Attorney Torcivia replied that the Commission would have to repeal or amend its parity rate ordinance. The ordinance required rate parity within five years, and the City was currently in its third year. He said the City had not yet reached parity.

20. Vice Mayor Maxwell said he was disappointed that, with Commissioner McVoy's expertise and education, he did not understand the relationship with a rate. It was a choice that people made. If the customer's bill had not changed, then it was because of a lifestyle change. It was not just rate, but reducing consumption. There were people today who could turn on their air conditioner and could not five years ago because of the cost of electricity.

Commissioner Amoroso called the question.

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

C. Ordinance No. 2015-13 – Second Reading and Public Hearing – designate the restricted/committed/assigned fund balance for Fiscal Year 2015 in accordance with GASB 54

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2015-13 OF THE CITY OF LAKE WORTH, FLORIDA, ESTABLISHING COMMITTED FUND BALANCES; DESIGNATING THE CITY MANAGER TO ASSIGN FUND BALANCES IN ACCORDANCE WITH THE CITY OF LAKE WORTH CODE; AND PROVIDING FOR THE EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2015-13 to designate the Committed Fund Balances for Fiscal Year 2015 in accordance with GASB-54.

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.

4. NEW BUSINESS:

A. Resolution No. 54-2015 – establish the rates and charges for the City sub-regional sewer utility for Fiscal Year 2016

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

RESOLUTION NO. 54-2015 OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES FOR USE OF THE REGIONAL SEWAGE DISPOSAL SYSTEM OF THE CITY OF LAKE WORTH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS OR CONFLICTING PARTS OF RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to repeal Resolution No. 48-2015 and approve Resolution No. 54-2015 to establish the Fiscal Year 2016 rates and charges for the City sub-regional sewer utility.

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.

5. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to adjourn the meeting at 6:50 PM.

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

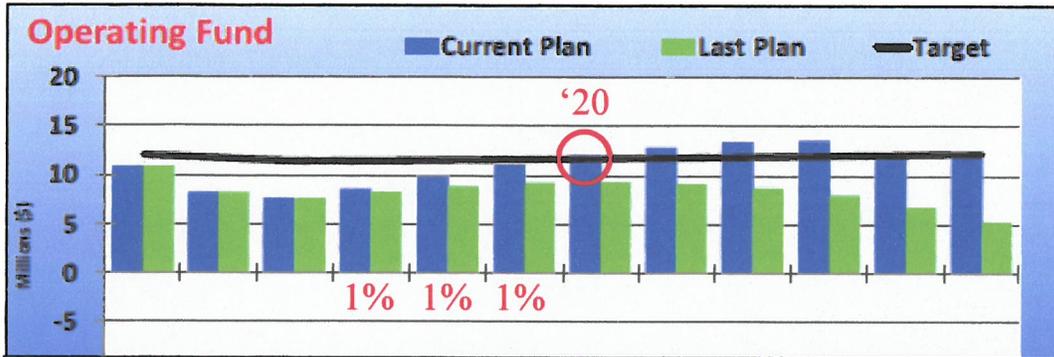

PAM TRIOLO, MAYOR

ATTEST:


PAMELA J. LOPEZ, CITY CLERK

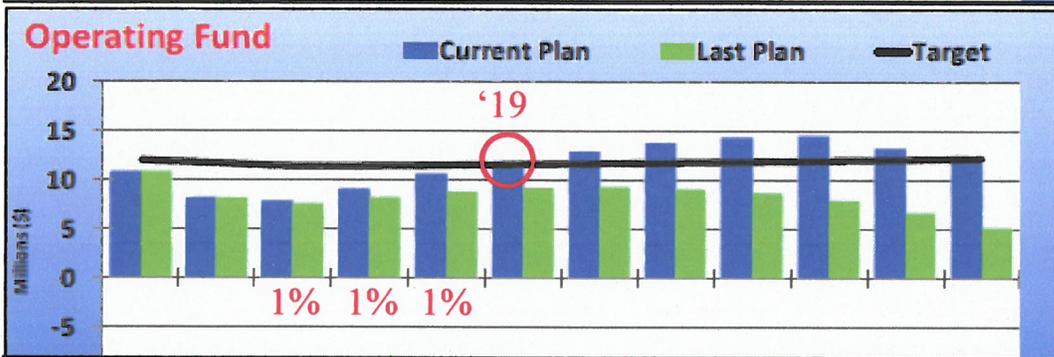
Minutes Approved: October 6, 2015

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



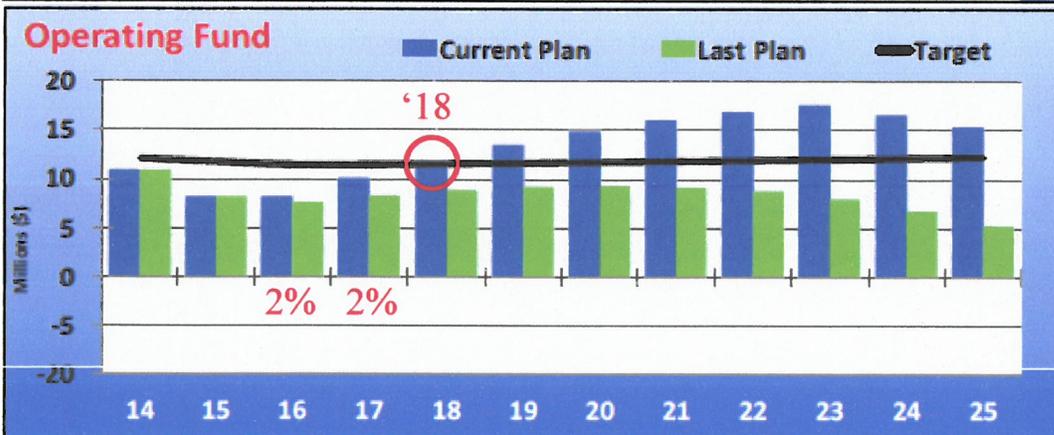
Option 1:

- Start in 2017
- Healthy in 2020
- +76¢/mo; 3 yrs



Option 2:

- Start in 2016
- Healthy in 2019
- +76¢/mo; 3 yrs



Option 3:

- Start in 2016
- Healthy in 2018
- +\$1.53/mo; 2 yrs

Source: Burton&Assoc.

From: Christopher McVoy
Sent: Tuesday, September 22, 2015 5:28 PM
To: Silvina Donaldson
Subject: Fwd: Electric Fund Workbooks & Options

Sent from my iPhone

Begin forwarded message:

From: "Erick van Malssen" <evanmalssen@burtonandassociates.com>
To: "Christopher McVoy" <CMcVoy@LakeWorth.org>
Subject: Fwd: Electric Fund Workbooks & Options

Commissioner,

As discussed, please see the attached email and files I had sent to the City containing a few different Electric fund scenarios.

Regards,

Erick van Malssen
Consultant & Project Manager
Burton & Associates
200 Business Park Circle, Ste 101
St. Augustine, FL 32095
v. (904) 247-0787
f. (904) 241-7708

----- Forwarded message -----

From: **Erick van Malssen** <evanmalssen@burtonandassociates.com>
Date: Tue, Sep 15, 2015 at 8:54 AM
Subject: Electric Fund Workbooks & Options
To: John Borsch <jborsch@lakeworth.org>
Cc: Walter Gill <wgill@lakeworth.org>

Jack,

Based upon our discussion I have prepared the following workbooks, each plan achieves the 3-month reserve target a year sooner than the prior option. For each workbook, the control panel shows in the green bars and numbers the effect of no rate increases over the projection period where the 3-month reserve target is never met.

Rate Option 1: 1% Increases to rates from FY 2017 - 2019. This achieves the 3-month reserve target by FY 2020

Rate Option 2: 1% Increases to rates from FY 2016 - 2018 This achieves the 3-month reserve target by FY 2019

Rate Option 3: 2% Increases to rates from FY 2016 - 2017 This achieves the 3-month reserve target by FY 2018

Please note that the increase to rates does not apply to the fuel surcharge portion of bills. As such, at the bottom of each panel (before the graphs), the effective rate increase to the typical residential utility customer is displayed. (example: 1% increase represents 0.66% increase to the overall bill for the average residential customer).

The revenue or operating fund is the primary fund for the system and fluctuates based upon monthly cash flows. Utilities typically establish a target reserve balance for this fund in order to provide the ability to withstand cash-flow fluctuations. There can be a significant length of time between when a system provides a service and when a customer may pay for that service. In addition to timing, the volume of cash flow for utilities can be substantially affected by weather and seasonal demand patterns.

As such, this utility aims to maintain a minimum operating reserve equal to 3-months of annual operating and maintenance expenses. Based upon our industry experience utilities will generally target a minimum working capital reserve, or operating reserve, in the range of 2 – 6 months of annual operating and maintenance expenses. This range is also consistent with what municipal bond rating agencies consider adequate for "strong" utility systems, as recently published Standard & Pools (Sept. 2008).

Regards,

Erick van Malssen
Consultant & Project Manager
Burton & Associates
200 Business Park Circle, Ste 101
St. Augustine, FL 32095
v. (904) 247-0787
f. (904) 241-7708



AGENDA DATE: November 10, 2015, Regular Meeting

DEPARTMENT: Electric Utility

TITLE:

Resolution No. 62-2015 - declare intent to abandon six (6) utility easements that run through the center of the Wawa project and schedule the public hearing date for December 8, 2015

SUMMARY:

The Resolution is the required first step to abandon six (6) existing utility easements on the northeast corner of Lake Worth Road & South Congress Avenue.

BACKGROUND AND JUSTIFICATION:

The applicant, Bohler Engineering FL, LLC on behalf of SFD Holdings, LLC would like to request approval of abandonment of existing utilities easements. The proposed Wawa is situated on assemblage of five (5) parcels totaling 3.13 acres (3.03 acres net) and will consist of 6,119SF retail store and eight (8) fuel pumps. The Site Plan has been approved by the Village of Palm Springs but requires the conflicting utility easements to be abandoned. There are nine (9) parcels that are impacted by the abandonment of the proposed six (6) utility easements that are part of the proposed development.

The City of Lake Worth has no objection to abandoning the six (6) easements located from the northeast corner of South Congress Avenue and Lake Worth Road to the South East Corner of South Congress and 2nd Avenue North that separates parcel numbers: 70-434420011040090, 70-434420011040100, 70-434420011040040, 70-434420011040050, 70-434420011040020, 70-434420011040010, 70-434420011040030, 70-434420011040080, and 70-434420011040070.

The request for abandonment is being made because the Wawa project is to be constructed over the six (6) existing utility easements. Abandonment of the easements are required as it is a condition of approval of the site plan approval for construction of the Wawa building. Currently, the easements are not used by any of the utility functions of the City, and the abandonment has been reviewed by all appropriate departments. The site plan and conditional land use of the project was reviewed by the Village of Palm Springs Council on July 23, 2015. If approved, the final utility easement abandonment and public hearing will be scheduled on December 8, 2015.

Code Section 19.1.4 Streets and Sidewalks – Procedure for Abandonment, outlines the process by which public rights-of-way can be abandoned. A Resolution declaring the intention of the City Commission to consider the abandonment must be adopted prior to the actual public hearing for abandonment. This Resolution shall serve as the City’s Declaration of Intent. The public hearing will be scheduled for December 8, 2015.

There will be no fiscal impact for the abandonment of the six (6) existing utility easement.

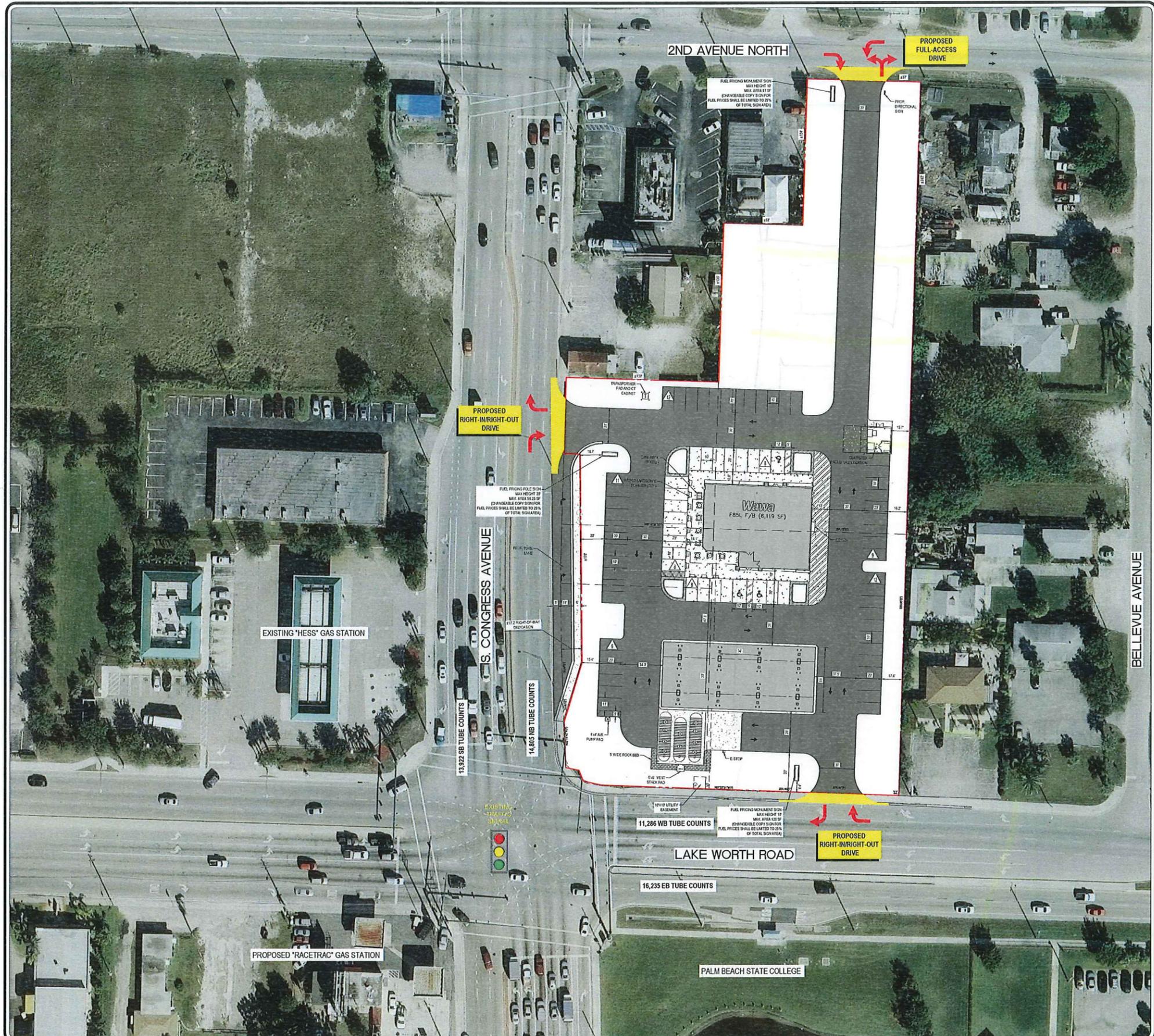
MOTION:

I move to approve/disapprove Resolution No. 62-2015 and schedule the public hearing date for December 8, 2015.

ATTACHMENT(S):

- 1) Fiscal Impact Analysis – not applicable
- 2) Site
- 3) Resolution

4) Sketch and Legal description of utility easement to be abandoned



SITE DATA TABLE

JURISDICTION	VILLAGE OF PALM SPRINGS
SITE AREA	3.02± ACRES
BUILDING AREA	6,119 SF
CURRENT ZONING	CG
PROPOSED ZONING	CG
FRONT SETBACK (ROW)	50'
SIDE STREET/SIDE	15'/25'
REAR SETBACK	20'
FRONT/SIDE STREET/SIDE/REAR YARD BUFFER	15' (ROW)/15' (ROW)/10' /10'
MAXIMUM BUILDING COVERAGE	0.50
REQUIRED PARKING	62 SPACES (1 SPACE PER 100 SF)
PARKING PROVIDED (TOTAL)	74 SPACES (3 ADA SPACES INCLUDED), SEE NOTE #2
ZONE A	24 SPACES (3 ADA SPACES INCLUDED)
ZONE B	32 SPACES
ZONE C	18 SPACES
BUILDING TYPE	F8SL F/B
CANOPY CONFIGURATION	STACKED
CANOPY TYPE	SLOPED
#MPDS	8

LANDSCAPE/PARKING NOTES:

- LANDSCAPE CODE REVISED IN 2013. WAIVER FOR REDUCTION IN LANDSCAPE BUFFER WIDTH MAY BE REQUIRED.
- VILLAGE OF PALM SPRINGS CONSIDERS PARKING AT FUEL PUMP LOCATIONS AS PARKING SPACES. THEREFORE THE PROVIDED PARKING IS ESSENTIALLY 92 SPACES.

NOTES:

- THE CONCEPT REPRESENTED HEREIN IDENTIFIES A DESIGN CONCEPT RESULTING FROM LAYOUT PREFERENCES IDENTIFIED BY OWNER COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REQUIREMENTS AND ISSUES. THE FEASIBILITY WITH RESPECT TO OBTAINING LOCAL, COUNTY, STATE, AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION AND VERIFICATION OF SAME REQUIREMENTS AND PROCEDURE OF JURISDICTIONAL APPROVALS.
- THE CONCEPTUAL PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A ZONING AND/OR CONSTRUCTION DOCUMENT. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON INFORMATION THAT WAS SUPPLIED TO BOHLER ENGINEERING AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON AVAILABILITY OF ADDITIONAL INFORMATION.

BOHLER ENGINEERING

SITE CIVIL AND CONSULTING ENGINEERING
 LAND SURVEYING
 PROGRAM MANAGEMENT
 TRANSPORTATION SERVICES
 LANDSCAPE ARCHITECTURE
 TRANSPORTATION SERVICES
 ENVIRONMENTAL SERVICES
 CENTRAL VIRGINIA
 SOUTHEASTERN PA
 SOUTHWESTERN PA
 BALTIMORE, MD
 NEW JERSEY
 NEW YORK
 PHILADELPHIA, PA
 SOUTHERN MARYLAND
 TAMPA, FL

REVISIONS

REV	DATE	COMMENT	BY

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NOT APPROVED FOR CONSTRUCTION

PROJECT NO.: FLB140001
 DRAWN BY: JSL
 CHECKED BY: JSL
 DATE: 11/12/2014
 SCALE: AS NOTED
 CAD ID: CONCEPT

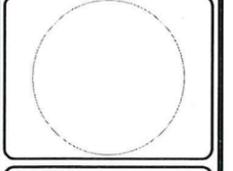
WAWA

FOR
SCHMIER & FEURRING

LOCATION OF SITE
 NEC LAKE WORTH RD
 & CONGRESS AVENUE
 VILLAGE OF PALM SPRINGS
 PALM BEACH COUNTY, FL

BOHLER ENGINEERING

3820 NORTHALE BLVD., SUITE 300B
 TAMPA, FLORIDA 33624
 Phone: (813) 812-4100
 Fax: (813) 812-4101
 FLORIDA BUSINESS CERT. OF AUTH. NO. 30780



SHEET TITLE:
GOVERNANCE PLAN

SHEET NUMBER:
1

LEGAL DESCRIPTION:

PARCEL 1: That portion of Tract 104, of Section 20, Township 44 South, Range 43 East, as shown on Plat Book 5, page 79, recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, State of Florida, described as follows, to wit: Beginning at the Northwest corner of said Tract, running thence East on North line of said Tract, 165 feet to a point; thence South parallel to the West line of said Tract 390 feet to a point which is the beginning point of the lands conveyed hereby; thence continue South parallel with the West line of said Tract to the South line of said Tract; thence East on the South line of said Tract to the Southeast corner of said Tract 104; thence North along the East line of said Tract to a point being 390 feet South of the Northeast corner of Tract 104; thence West parallel with the North line of Tract 104, to the Point of Beginning. LESS AND EXCEPT that portion taken by Order of Taking recorded in O.R. Book 11350, Page 259: A parcel of land being a portion of Lot 104, MODEL LAND COMPANY, as recorded in Plat Book 5, page 79, of the Public Records of Palm Beach County, Florida, lying in the Southwest Quarter (SW/4) of Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, and being more particularly described as follows: Commence at a Palm Beach County Brass Disk at the Southwest corner of said Section 20; thence North 01 degree 36 minutes 11 seconds East, along the West line of said Section 20, a distance of 40.00 feet to a point on a line 40.00 feet North of and parallel with the South line of said Section 20; thence South 88 degrees 03 minutes 55 seconds East, along said parallel line, a distance of 180.00 feet to the Southwest corner of lands described in Official Records Book 7492, page 334, of the Public Records of Palm Beach County, Florida and the Point of Beginning; thence run North 01 degree 36 minutes 11 seconds East, along the West line of said described lands, a distance of 17.00 feet to a point that is 17.00 feet North of, by right angle measure the North right-of-way line of Lake Worth Road; thence run South 88 degrees 03 minutes 55 seconds East, parallel with and 17.00 feet North of said North right-of-way line, a distance of 165.00 feet to the East line of Lot 104, Model Land Company being also the West line of Lot 105, of said Model Land Company; thence run South 01 degree 36 minutes 11 seconds West along said East line of Lot 104, a distance of 17.00 feet to the North right-of-way line of Lake Worth Road; thence North 88 degrees 03 minutes 55 seconds West along said North right-of-way line, a distance of 165.00 feet to the POINT OF BEGINNING.

PARCEL 2: A parcel of land located in Tract 104, of MODEL LAND COMPANY'S SUBDIVISION of Section 20, Township 44 South, Range 43 East, according to the Plat thereof recorded in Plat Book 5, page 79, in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, more particularly described as follows, to-wit: Beginning at a point on the Northernly line of said Tract 104, a distance of 330 feet Easterly from the Northwest corner of said Tract 104 for a Point of Beginning; thence run Southernly parallel with the West line of said Tract 104, a distance of 390 feet to a point; thence run Westerly, parallel with the North line of said Tract 104, a distance of 165 feet to a point; thence run Northernly parallel to the West line of said Tract 104, a distance of 270 feet to a point; thence run Easterly, parallel with the North line of said Tract 104, a distance of 68.15 feet to a point; thence run Northernly parallel with the West line of said Tract 104, a distance of 120 feet to a point on the North line of said Tract 104, thence Easterly along the North line of said Tract 104, to the Point of Beginning.

PARCEL 3: All of the South 50 feet of the North 315 feet of the West 165 feet of Lot 104, MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, according to the map or plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, LESS AND EXCEPT the West 35 feet thereof conveyed to the State of Florida in Official Records Book 855, Page 497, of said Public Records.

PARCEL 4: Part of Lot 104, MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, according to the map or plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being more particularly described as follows: Beginning at a point on the Western boundary of said Lot 104, 315 feet South of the Northwest corner; thence run North 165 feet East; thence run 75 feet South; thence run 165 feet West; thence run 75 feet North to the Point of Beginning; LESS lands conveyed to the State of Florida by Special Warranty Deed recorded in Official Records Book 835, Page 571, of said Public Records for the right of way for Congress Avenue (State Road 807).

PARCEL 5: That part of Tract 104 MODEL LAND COMPANY SUBDIVISION of Section 20, Township 44 South, Range 43 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 79 and being more particularly described as follows: Beginning 390 feet South of the Northwest corner of said Tract 104, Section 20, Township 44 South, Range 43 East, running thence South a distance of 50 feet, thence running East 165 feet, parallel with the North line of said Tract 104, thence running North 50 feet parallel with the West line of said Section 20, to a point opposite the point of beginning; thence West parallel with the North line of said Tract 104 a distance of 165 feet, to the Point of Beginning; LESS that portion Deeded to the State of Florida for State Road 807, in Official Records Book 835, Page 571, of said Public Records of Palm Beach County, Florida.

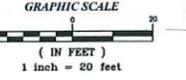
ALL OF THE ABOVE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF LOT 104 AND THE NORTH RIGHT-OF-WAY LINE OF LAKE WORTH ROAD PER OFFICIAL RECORDS BOOK 1148, PAGE 132; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF LAKE WORTH ROAD, THE FOLLOWING FOUR (4) COURSES: N87°55'21"W, A DISTANCE OF 254.40 FEET; 2) N78°14'02"W, A DISTANCE OF 15.78 FEET; 3) N41°32'21"W, A DISTANCE OF 9.92 FEET; 4) N18°40'07"W, A DISTANCE OF 11.60 FEET; TO THE EAST RIGHT-OF-WAY LINE OF CONGRESS AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) N02°25'52"W, A DISTANCE OF 75.95 FEET; 2) 130.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,860.00 FEET AND CENTRAL ANGLE OF 04°02'00" (CHORD BEARING N00°24'52"W, A DISTANCE OF 130.91 FEET); 3) N01°36'25"E, A DISTANCE OF 124.81 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: 1) S88°03'55"E, A DISTANCE OF 130.00 FEET; 2) N01°36'07"E, A DISTANCE OF 145.00 FEET; 3) S88°03'55"E, A DISTANCE OF 120.00 FEET; 4) N01°36'17"E, A DISTANCE OF 120.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 2ND AVENUE NORTH; THENCE ALONG SAID RIGHT-OF-WAY LINE, S88°03'40"E, A DISTANCE OF 96.85 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S01°34'49"W ALONG THE EAST LINE OF SAID TRACT 104, A DISTANCE OF 610.65 FEET TO THE POINT OF BEGINNING. CONTAINING 136,400 SQUARE FEET OR 3.131 ACRES, MORE OR LESS.

CONTROL BENCHMARK: ELEVATIONS SHOWN HEREON ARE BASED ON PALM BEACH COUNTY BENCHMARK "C-27" DESCRIBED AS A BRASS DISK IN CONCRETE LOCATED APPROXIMATELY 1.80 MILES SOUTH OF FOREST HILL BOULEVARD, OR APPROXIMATELY 0.25 MILES SOUTH OF 10TH AVENUE NORTH, APPROXIMATELY 35 FEET WEST OF THE APPROXIMATE CENTER LINE OF CONGRESS AVENUE (S.R. 807). ELEVATION: 13.687' (NGVD 1929) TBM #1: STATION IS A "LB-7652" NAIL AND DISK SET ON TOP OF A CONCRETE SIDEWALK LOCATED 1.29 FEET EAST AND 2.13 FEET SOUTH OF THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED HEREON. ELEVATION: 14.75' (NGVD 1929) TBM #2: STATION IS A "LB-7652" NAIL AND DISK SET ON TOP OF A CONCRETE SIDEWALK LOCATED 248.86 FEET WEST AND 3.35 FEET NORTH OF THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED HEREON. ELEVATION: 14.55' (NGVD 1929) TBM #3: STATION IS A "LB-7652" NAIL AND DISK SET AT THE EDGE OF ASPHALT PAVEMENT LOCATED 3.88 FEET NORTH AND 1.15 FEET WEST OF THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED HEREON. ELEVATION: 15.25' (NGVD 1929) ELEVATION 1.525' (NGVD29) = ELEVATION 0.00' (NAVVD88)

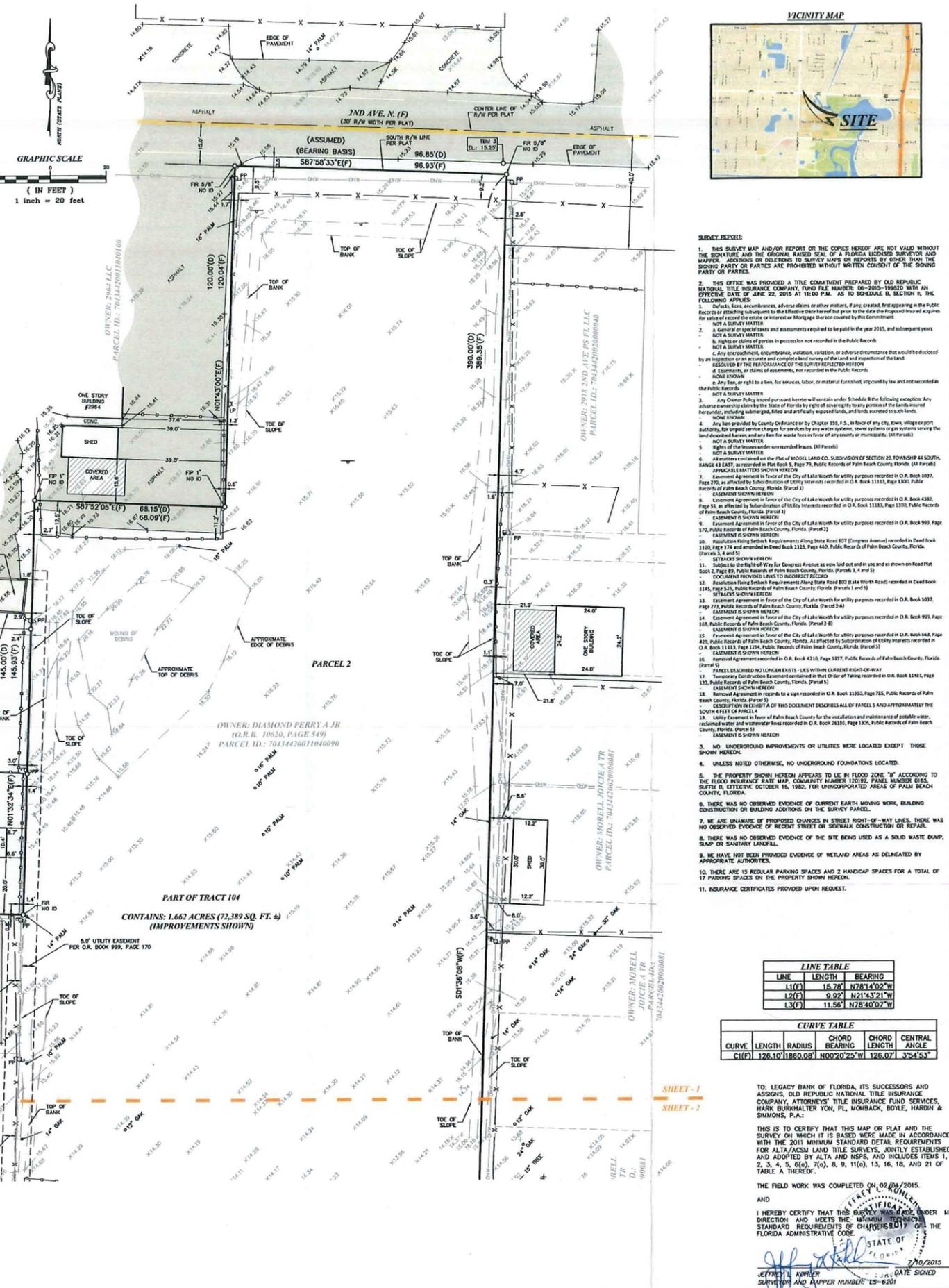
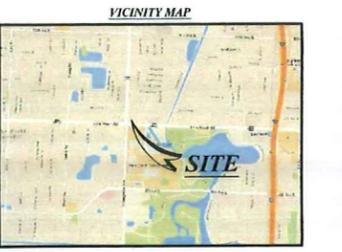
SITE PHOTOGRAPH



LEGEND: Symbols for various features like concrete, asphalt, utility lines, and structures.



MAP OF SURVEY



- SURVEY REPORT: 1. THIS SURVEY MAP AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER... 2. THIS OFFICE HAS PROVIDED A TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY...

LINE TABLE: Table with columns for LINE, LENGTH, BEARING. Includes entries for 11(F), 12(C), 13(C).

CURVE TABLE: Table with columns for CURVE, LENGTH, RADIUS, CHORD BEARING, CHORD LENGTH, CENTRAL ANGLE. Includes entry for C1(F).

TO: LEGACY BANK OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, ATTORNEYS' TITLE INSURANCE FUND SERVICES, MARK BURKHALTER YOKI, P.A., MONROE, BOYLE, HARDIN & SHANNON, P.A.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND INSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 7(a), 8, 9, 11(a), 13, 16, 18, AND 21 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON 02/04/2015. AND I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARD REQUIREMENTS OF CHAPTER 62B1, OF THE FLORIDA ADMINISTRATIVE CODE.

DATE OF SURVEY: 02/04/2015 DRAWN: EWB/FRV/JMW CHECKED: JRC REVISION: FILE: B074ALTA.dwg SCALE: 1" = 20' PROJECT NUMBER: BOHL0074 SHEET NO. 1 OF 2

EBI Surveying logo and contact information: 8415 Sunstate Street, Tampa, Florida 33634. Phone: (813) 886-6080 / Fax: (813) 886-6081. Certificate of Authorization Number: LB-7652

ALTA/ACSM LAND TITLE BOUNDARY AND TOPOGRAPHIC SURVEY 2881 LAKE WORTH ROAD A PORTION OF SECTION 20 TOWNSHIP 44 SOUTH RANGE 43 EAST PALM BEACH COUNTY, FLORIDA

REVISIONS: APPD. 200 BOUNDARY AND TOPOGRAPHIC INFORMATION REV 5/13/15 ADD ADDITIONAL TOPOGRAPHIC INFORMATION JMW 5/14/15 ADD TITLE COMMITMENT INFORMATION EWB 7/09/15

DATE OF SURVEY: 02/04/2015 DRAWN: EWB/FRV/JMW CHECKED: JRC REVISION: FILE: B074ALTA.dwg SCALE: 1" = 20' PROJECT NUMBER: BOHL0074 SHEET NO. 1 OF 2



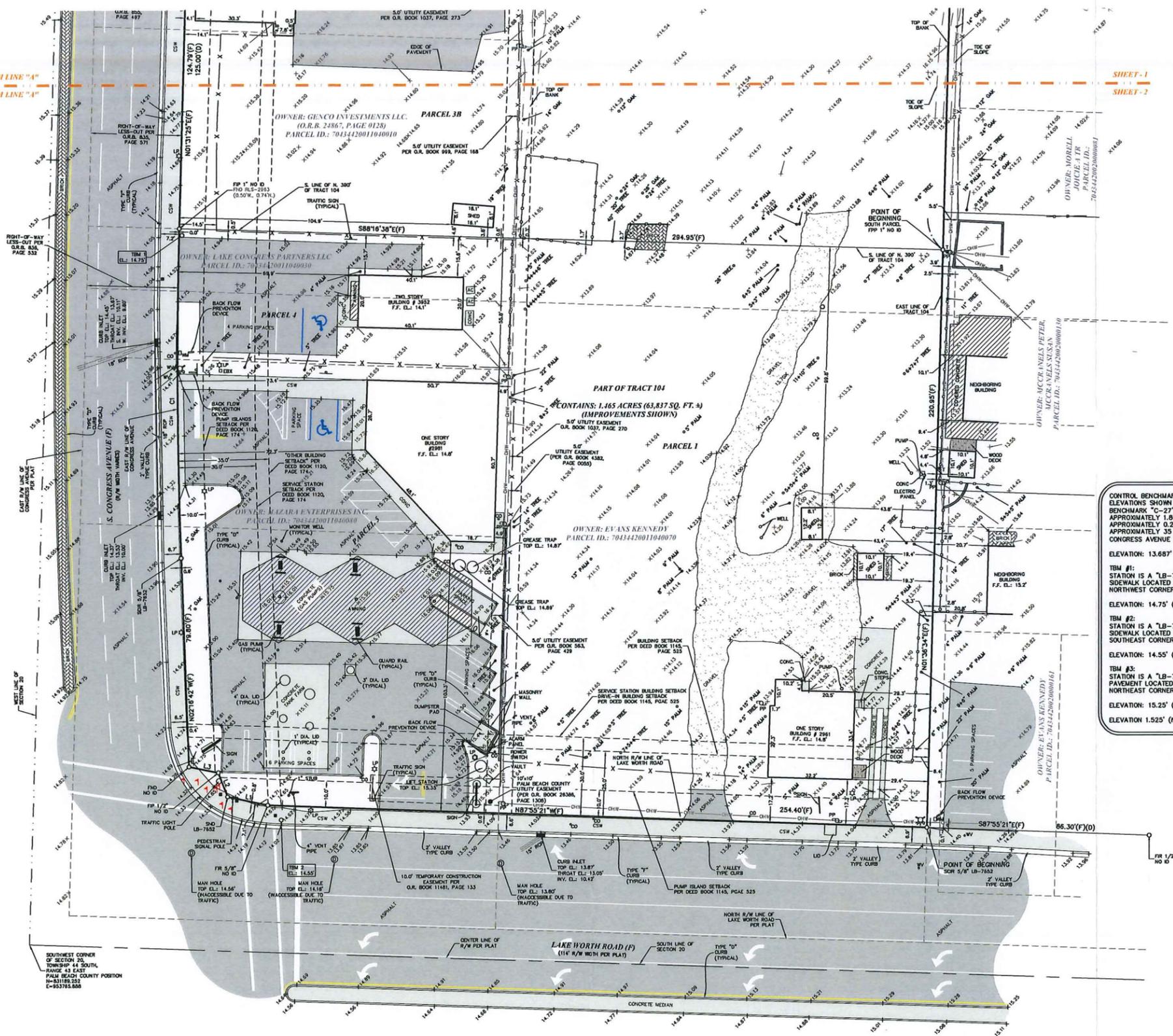
MATCH LINE "A"
MATCH LINE "B"

SHEET - 1
SHEET - 2

LINE TABLE				
LINE	LENGTH	BEARING		
L1(F)	15.78'	N78°14'02"W		
L2(F)	9.92'	N01°43'21"W		
L3(F)	11.56'	N78°40'07"W		

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE
C1(F)	128.10'	1860.08'	N00°20'25"W	128.07'	3°54'53"

LEGEND	
ABBREVIATIONS	
AC	AIR CONDITIONER
CD	CELESTIAL MEASUREMENT
CL	CL
CS	CONCRETE
CSB	CONCRETE SCHEDULE
CSL	CONCRETE SCHEDULE - CALL
CSM	CONCRETE SCHEDULE - MEASUREMENT
CSN	CONCRETE SCHEDULE - NAIL
CSO	CONCRETE SCHEDULE - OTHER
CSR	CONCRETE SCHEDULE - REINFORCEMENT
CSU	CONCRETE SCHEDULE - UTILITY
CSV	CONCRETE SCHEDULE - VALVE
CSW	CONCRETE SCHEDULE - WALL
CSX	CONCRETE SCHEDULE - UNKNOWN
CSY	CONCRETE SCHEDULE - YARD
CSZ	CONCRETE SCHEDULE - ZONE
CSAA	CONCRETE SCHEDULE - AREA
CSAB	CONCRETE SCHEDULE - AREA - BOUNDARY
CSAC	CONCRETE SCHEDULE - AREA - CENTER
CSAD	CONCRETE SCHEDULE - AREA - DISTANCE
CSAE	CONCRETE SCHEDULE - AREA - ELEVATION
CSAF	CONCRETE SCHEDULE - AREA - FINISH
CSAG	CONCRETE SCHEDULE - AREA - GRADE
CSAH	CONCRETE SCHEDULE - AREA - HEIGHT
CSAI	CONCRETE SCHEDULE - AREA - IDENTIFICATION
CSAJ	CONCRETE SCHEDULE - AREA - JUNCTION
CSAK	CONCRETE SCHEDULE - AREA - KIND
CSAL	CONCRETE SCHEDULE - AREA - LOCATION
CSAM	CONCRETE SCHEDULE - AREA - MATERIAL
CSAN	CONCRETE SCHEDULE - AREA - NAME
CSAO	CONCRETE SCHEDULE - AREA - NUMBER
CSAP	CONCRETE SCHEDULE - AREA - POSITION
CSAQ	CONCRETE SCHEDULE - AREA - QUANTITY
CSAR	CONCRETE SCHEDULE - AREA - RANGE
CSAS	CONCRETE SCHEDULE - AREA - SIZE
CSAT	CONCRETE SCHEDULE - AREA - SOURCE
CSAU	CONCRETE SCHEDULE - AREA - USE
CSAV	CONCRETE SCHEDULE - AREA - VALUE
CSAW	CONCRETE SCHEDULE - AREA - WEIGHT
CSAX	CONCRETE SCHEDULE - AREA - UNKNOWN
CSAY	CONCRETE SCHEDULE - AREA - YARD
CSAZ	CONCRETE SCHEDULE - AREA - ZONE
CSAA	CONCRETE SCHEDULE - AREA - AREA
CSAB	CONCRETE SCHEDULE - AREA - AREA - BOUNDARY
CSAC	CONCRETE SCHEDULE - AREA - AREA - CENTER
CSAD	CONCRETE SCHEDULE - AREA - AREA - DISTANCE
CSAE	CONCRETE SCHEDULE - AREA - AREA - ELEVATION
CSAF	CONCRETE SCHEDULE - AREA - AREA - FINISH
CSAG	CONCRETE SCHEDULE - AREA - AREA - GRADE
CSAH	CONCRETE SCHEDULE - AREA - AREA - HEIGHT
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CSAL	CONCRETE SCHEDULE - AREA - AREA - LOCATION
CSAM	CONCRETE SCHEDULE - AREA - AREA - MATERIAL
CSAN	CONCRETE SCHEDULE - AREA - AREA - NAME
CSAO	CONCRETE SCHEDULE - AREA - AREA - NUMBER
CSAP	CONCRETE SCHEDULE - AREA - AREA - POSITION
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CSAT	CONCRETE SCHEDULE - AREA - AREA - SOURCE
CSAU	CONCRETE SCHEDULE - AREA - AREA - USE
CSAV	CONCRETE SCHEDULE - AREA - AREA - VALUE
CSAW	CONCRETE SCHEDULE - AREA - AREA - WEIGHT
CSAX	CONCRETE SCHEDULE - AREA - AREA - UNKNOWN
CSAY	CONCRETE SCHEDULE - AREA - AREA - YARD
CSAZ	CONCRETE SCHEDULE - AREA - AREA - ZONE



CONTROL BENCHMARK: ELEVATIONS SHOWN HEREON ARE BASED ON PALM BEACH COUNTY BENCHMARK "C-27" DESCRIBED AS A BRASS DISK IN CONCRETE LOCATED APPROXIMATELY 1.80 MILES SOUTH OF FOREST HILL BOULEVARD, OR APPROXIMATELY 0.25 MILES SOUTH OF 10TH AVENUE NORTH, APPROXIMATELY 35 FEET WEST OF THE APPROXIMATE CENTER LINE OF CONGRESS AVENUE (S.R. 807).

ELEVATION: 13.687' (NGVD 1929)

TBM #1: STATION IS A "LB-7652" NAIL AND DISK SET ON TOP OF A CONCRETE SIDEWALK LOCATED 1.29 FEET EAST AND 2.13 FEET SOUTH OF THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED HEREON. ELEVATION: 14.75' (NGVD 1929)

TBM #2: STATION IS A "LB-7652" NAIL AND DISK SET ON TOP OF A CONCRETE SIDEWALK LOCATED 248.88 FEET WEST AND 3.35 FEET NORTH OF THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED HEREON. ELEVATION: 14.55' (NGVD 1929)

TBM #3: STATION IS A "LB-7652" NAIL AND DISK SET AT THE EDGE OF ASPHALT PAVEMENT LOCATED 3.88 FEET NORTH AND 1.15 FEET WEST OF THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED HEREON. ELEVATION: 15.25' (NGVD 1929)

ELEVATION 1.525' (NGVD29) = ELEVATION 0.00' (NAVD88)

ALTA/ACSM LAND TITLE BOUNDARY AND TOPOGRAPHIC SURVEY
2981 LAKE WORTH ROAD
A PORTION OF SECTION 20
TOWNSHIP 44 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA

REVISIONS: APD.
ADD SURVEY AND TOPOGRAPHIC INFORMATION: FRV 5/13/15
ADD ADDITIONAL TOPOGRAPHIC INFORMATION: JMW 5/14/15
ADD TITLE COMMITMENT INFORMATION: EMB 7/29/15

DATE OF SURVEY: 02/04/2015
DRAWN: EMB/FRV
CHECKED: JRC
REVISION: FILE: B074ALTAX.dwg

SCALE: 1" = 20'

PROJECT NUMBER: BOHL0074

SHEET NO.

EBI Surveying
8415 Sunstate Street
Tampa, Florida 33634
Phone: (813) 886-6080 / Fax: (813) 886-6081
Certificate of Authorization Number: LB-7652

SITE DATA:

PROPERTY OWNER (S): HAZARA ENTERPRISES INC.
SFD HOLDINGS LLC
GENCO INVESTMENTS LLC
DIAMOND PERRY A JR

SITE ADDRESS (S): NORTHEAST CORNER OF LAKE WORTH ROAD & S CONGRESS AVENUE
VILLAGE OF PALM SPRINGS, FL 33461

PARCEL ID NO (S): 70-43-44-20-01-104-0080
70-43-44-20-01-104-0070
70-43-44-20-01-104-0030
70-43-44-20-01-104-0010
70-43-44-20-01-104-0090

ENGINEER: BOHLER ENGINEERING
2255 GLADES ROAD, SUITE 305E
BOCA RATON, FL 33431
(561) 571-0280

PROPOSED USE: CONVENIENCE STORE W/ GAS PUMP SALES

NUMBER OF STRUCTURES: 1

PROPOSED F.A.R (WAWA): 0.05
MAXIMUM F.A.R. (OVERALL): 0.50

BUILDING SETBACK	REQUIRED	PROP WAWA
ADJACENT TO CG - COMMERCIAL GENERAL (NORTH)	20'	90.2'
LAKE WORTH ROAD (SOUTH)	50'	69'
ADJACENT TO CG - COMMERCIAL GENERAL (EAST)	15'	60.4'
S CONGRESS AVENUE (WEST)	25'	70.6'

AREA CALCULATIONS		
GROSS SITE AREA	136,226 S.F. (3.13 AC)	
R/W DEDICATION AREA	4,306 S.F. (0.10 AC)	
NET AREA	131,920 S.F. (3.03 AC) - 100.0%	
TOTAL IMPERVIOUS AREA	81,137 S.F. (1.86 AC) - 61.5%	
BUILDING AREA	6,119 S.F. (0.14 AC) - 4.6%	
CANOPY AREA	7,888 S.F. (0.18 AC) - 6.0%	
PROPOSED OPEN SPACE PAVEMENT / SIDEWALK	67,120 S.F. (1.54 AC) - 50.9%	
TOTAL PERVIOUS AREA	117,903 S.F. (2.71 AC) - 89.4%	
TOTAL PERVIOUS AREA	90,783 S.F. (1.17 AC) - 38.5%	

EXISTING ZONING: CG-COMMERCIAL GENERAL
PROPOSED ZONING: CG-COMMERCIAL GENERAL
FUTURE LAND USE: COMMERCIAL

FEMA FLOOD ZONE: THE SITE IS LOCATED WITHIN ZONE "B" COMMUNITY NUMBER 120192, PANEL NUMBER 0165, EFFECTIVE OCTOBER 15, 1982

MAX BUILDING HEIGHT:	ALLOWABLE	PROPOSED
	45'	33'-4"

MAXIMUM LOT COVERAGE BUILDINGS:	50%	10.6%
IMPERVIOUS AREA:	90%	61.5%
MINIMUM OPEN SPACE:	50%	89.4%
MINIMUM LANDSCAPING:	10%	38.5%

LANDSCAPE BUFFER:

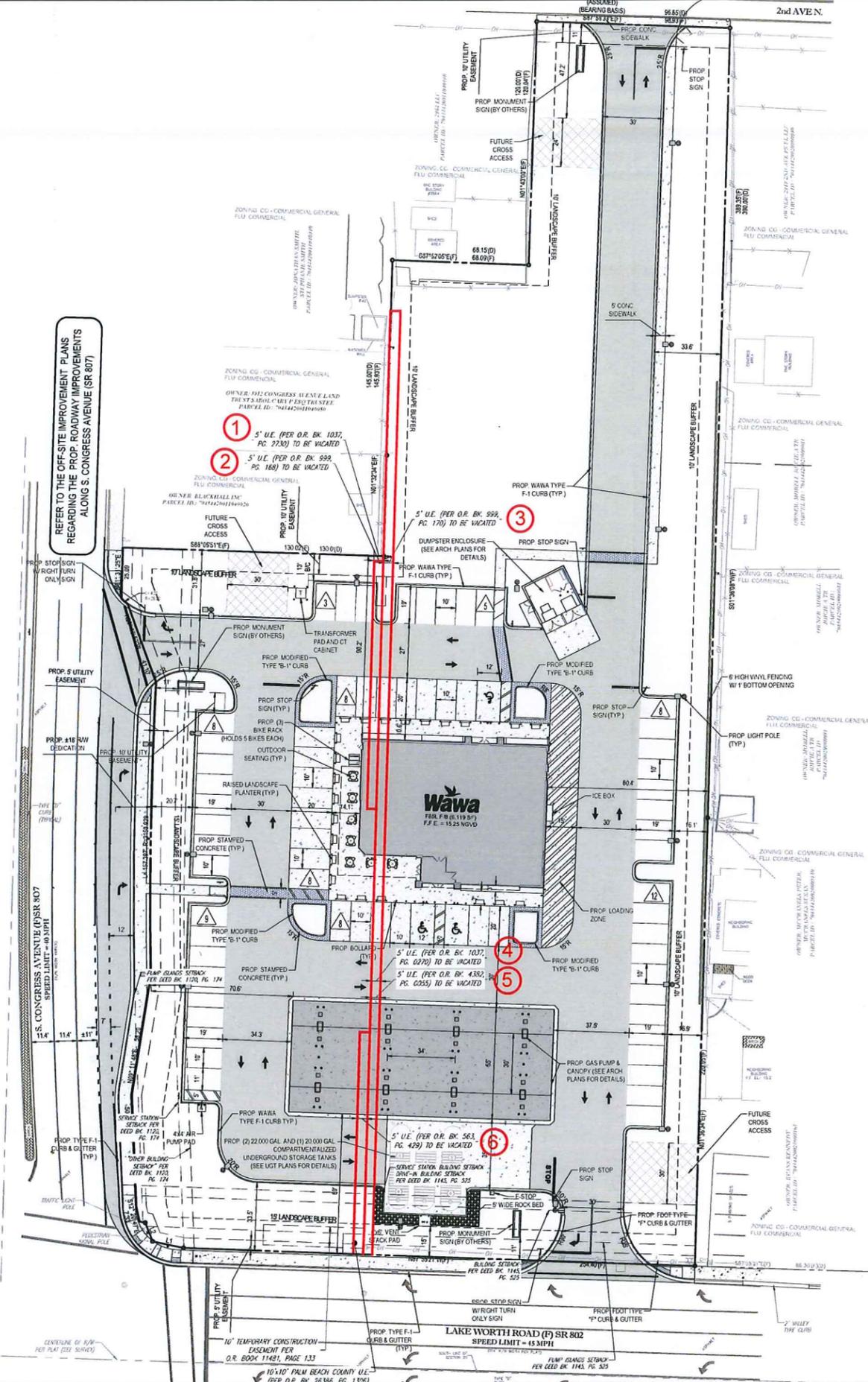
ADJACENT TO CG (NORTH):	10'	11'
LAKE WORTH ROAD (SOUTH):	15'	15'
ADJACENT TO CG (EAST):	10'	15'
S CONGRESS AVENUE (WEST):	15'	16.8'

PARKING REQUIREMENTS:

CONVENIENCE STORE - 6,119 S.F.
W/8 PUMPS (16 FUELING POSITIONS)
(1 SPACE / 100 S.F.) = 62 SPACES

TOTAL REQUIRED: 62 SPACES
TOTAL PROVIDED PARKING SPACES: 69 SPACES

HANDICAP PARKING STALL: 3 (12X20)
STANDARD PARKING STALL: 67 (10X19' & 10X20)
SPECIALTY PARKING STALL: 1 (11X19')



LOCATION MAP
SCALE: N.T.S.



LEGEND:

- PROPERTY LINE
- - - PROP. EASEMENT
- ▭ PROP. BUILDING
- ▨ FUTURE CROSS-ACCESS
- ▩ PROP. HEAVY DUTY ASPHALT PAVEMENT
- ▧ PROP. BUILDING AND GAS CANOPY
- ▦ PROP. CONCRETE PAVEMENT
- ▥ PROP. GRAVEL
- ▤ PROP. PARKING SPACE COUNT
- ▣ PROP. GAS PUMPS
- ▢ PROP. FUEL PUMP SIGN
- PROP. VENT STACK
- PROP. AIR MACHINE
- ▟ PROP. UNDERGROUND STORAGE TANKS
- PROP. LIGHT POLE
- ▧ PROP. TRANSFORMER PAD

SITE NOTES:

- ALL DIMENSIONS SHOWN ARE SHOWN AT FACE OF CURB, UNLESS OTHERWISE NOTED. B.C. INDICATES DIMENSION IS TO BACK OF CURB.
- ALL RADI DIMENSIONS ARE 3' TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION, AND LOCAL JURISDICTION LAND DEVELOPMENT CODE.
- THE SITE APPEARS TO BE IN FLOOD ZONE "B" ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 120192, PANEL NUMBER 0165, SUFFIX B, EFFECTIVE OCTOBER 15, 1982, FOR UNINCORPORATED AREAS OF PALM BEACH COUNTY, FLORIDA.
- FREE STANDING SIGNAGE SHOWN ONLY FOR REPRESENTATIONAL PURPOSES, AND SHALL BE PERMITTED SEPARATELY.
- THE PROPOSED BUILDING WILL BE OPEN AND IN OPERATION 24 HOURS A DAY, 7 DAYS A WEEK (RESOLUTION NO. 2011-27)

ADA ACCESSIBILITY NOTES:

- ALL HANDICAPPED PARKING SPACES AND ACCESS AISLES ADJACENT TO THE HANDICAP PARKING SPACES SHALL HAVE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS (THIS INCLUDES RUNNING SLOPE AND CROSS SLOPE).
- AN ACCESSIBLE ROUTE FROM THE PUBLIC STREET OR SIDEWALK TO ALL BUILDING ENTRANCES MUST BE PROVIDED. THIS ACCESSIBLE ROUTE SHALL BE A MINIMUM OF 60" WIDE. THE RUNNING SLOPE OF AN ACCESSIBLE ROUTE SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%.
- SLOPES EXCEEDING 5% BUT LESS THAN 8% WILL REQUIRE A RAMP AND MUST CONFORM TO THE REQUIREMENTS FOR RAMP DESIGN (HANDRAILS, CURBS, LANDINGS). NO RAMP SHALL EXCEED AN 8% RUNNING SLOPE OR 2% CROSS SLOPE.
- IN THE CASE THAT A NEW SIDEWALK WILL BE CONSTRUCTED IN THE R/W OF A SITE THE RUNNING SLOPE OF THE SIDEWALK SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%. THIS STANDARD APPLIES TO CROSS WALKS IN THE DRIVEWAY AS WELL AND WILL REQUIRE SPECIAL ATTENTION DURING STAKING TO MAKE SURE THE 2% CROSS SLOPE IS MET IN THE CROSS WALK.
- IT WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT THE HANDICAP PARKING SPACES, ACCESSIBLE ROUTES, AND SIDEWALKS/CROSSWALKS ARE CONSTRUCTED TO MEET ADA REQUIREMENTS.
- ANY REQUIREMENTS LISTED ABOVE THAT CAN NOT BE MET SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. ANYTHING NOT BUILT TO THE ABOVE STANDARDS WILL REQUIRE REMOVAL AND REPLACEMENT OF THE NON COMPLIANT AREAS AT THE GENERAL CONTRACTORS COST.

BOHLER ENGINEERING

SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
SUSTAINABLE DESIGN
PROGRAM MANAGEMENT
PERMITTING SERVICES
LANDSCAPE ARCHITECTURE
TRANSPORTATION SERVICES
CONSTRUCTION ADMINISTRATION
CENTRAL FLORIDA
CHARLOTTE, NC
NEW YORK, NY
NEW ENGLAND
PHILADELPHIA, PA
BOCA RATON, FL

REVISIONS

REV	DATE	COMMENT	BY

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NOT APPROVED FOR CONSTRUCTION

PROJECT NO: FLB150003
LDT: GB
CHECKED BY: 5/28/15
DATE: AS NOTED
SCALE: AS NOTED
CAD ID: FLB150003P0.DWG

PROJECT: SITE CONSTRUCTION PLANS FOR SFD HOLDINGS, LLC

LOCATION OF SITE
LAKE WORTH ROAD & S. CONGRESS AVENUE
PALM SPRINGS, FL 33461

BOHLER ENGINEERING

2255 GLADES RD., SUITE 305E
BOCA RATON, FLORIDA 33431
Phone: (561) 571-0280
Fax: (561) 571-0281
FLORIDA BUSINESS CERT. OF AUTH. NO. 30799

GEORGE BALBANO
No. 74543
STATE OF FLORIDA
PROFESSIONAL ENGINEER
05/29/15

SHEET TITLE: **SITE LAYOUT PLAN**

SHEET NUMBER: **C-5**

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RESOLUTION NO. 62-2015 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER THE ABANDONMENT OF NINE (9) EXISTING UTILITY EASEMENTS LOCATED AT NORTH EAST CORNER OF LAKE WORTH ROAD AND SOUTH CONGRESS, AS RECORDED IN THE FOLLOWING: PLAT BOOK 27683 PAGE 191, 27522 PAGE 366, 27619 PAGE 1335, 27687 PAGE 1488, 08390 PAGE 0158, 23286 PAGE 1399, 27685 PAGE 1478, 20501 PAGE 683, 24741 PAGE 242, OF PALM BEACH COUNTY PUBLIC RECORDS; SETTING A PUBLIC HEARING TO HEAR AND CONSIDER OBJECTIONS TO AND PROTESTS AGAINST THE PROPOSED ABANDONMENT; PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Commission of the City of Lake Worth, Florida, hereby declares its intention to consider the abandonment of the following described utility easement:

Parcel 1:
MODEL LAND CO S 125 FT OF N 390 FT OF W 165 FT OF TR 104 (LESS W 35 FT CONGRESS AVE R/W)

Parcel 2:
MODEL LAND CO S 50 FT OF N 440 FT OF W 165 FT OF TR 104 (LESS WLY 35 FT SR 807 R/W)

Parcel 3:
MODEL LAND CO TR 104 (LESS N 390 FT, W 165 FT & S 42 FT SR 802 R/W)

Parcel 4:
MODEL LAND CO, W 165 FT OF TR 104 (LESS N 440 FT, SLY 44 FT, NLY 11.85 FT OF SLY 55.85 FT OF WLY 65.34 FT SR 802 R/W & NLY 154.38 FT OF SLY 210.24 FT OF WLY 45.17 FT SR 807 R/W)

Parcel 5:
MODEL LAND CO N 165 FT OF W 165 FT OF TR 104 (LESS N 20 FT OF W 50 FT, W 35 FT & RET CURVE AREA R/W SR 807)

Parcel 6:
MODEL LAND CO S 50 FT OF N 215 FT OF W 165 FT OF TR 104 (LESS WLY 35 FT SR 807 R/W)

Parcel 7:
20-44-43 MODEL LAND CO SUB N 390 FT OF E 165 FT OF TR 104 /LS N 120 FT OF W 68.15 FT/

50 Parcel 8:
51 MODEL LAND CO SUB N 120 FT OF W 68.15 FT OF E 165 FT OF TR 104;

52
53 Parcel 9:
54 MODEL LAND CO S 50 FT OF N 265 FT OF W 165 FT OF TR 104 (LESS W 35
55 FT SR 807 R/W)

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57 SAID EASEMENTS TO BE ABANDONED.

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60 Section 2. A public hearing is to be held at 6:00 p.m., on December 8,
61 2015, or as soon thereafter as the matter can be heard, at City Hall, 7 North Dixie
62 Highway, Lake Worth, Florida, to hear and consider objections to and protests
63 against the proposed abandonment.

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

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68 The passage of this Resolution was moved by Commissioner _____,
69 seconded by Commissioner _____, and upon being put to a vote, the vote was as
70 follows:

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

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79 The Mayor thereupon declared this Resolution duly passed and adopted
80 this 10th day of November, 2015.

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82

LAKE WORTH CITY COMMISSION

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84

85 By: _____
86 PAM TRIOLO, Mayor

87
88

ATTEST:

89
90

91 _____
92 Pamela J. Lopez, City Clerk



**DRAFT
AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, DECEMBER 08, 2015 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION:** Dean Sherwin, Religious Society of Friends
- 3. PLEDGE OF ALLEGIANCE:** Led by Vice Mayor Scott Maxwell
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. PBSO Community Policing update
 - B. Update provided by School Board, District 4 representative Erica Whitfield
 - C. ROLO 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. Amendment to Settlement Agreement for Pineapple Ridge - Conservation Easement
 - B. Resolution No. xx-2015 - set the general election ballot

10. PUBLIC HEARINGS:

- A. Ordinance No. 2015-17 – Second Reading and Public Hearing – clarify authority to regulate, inspect, and permit managed honeybee colonies

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

- A. Ordinance No. 2016-xx – First Reading - rezoning
- B. Ordinance No. 2016-xx - First Reading - Parking Ordinance Amendment, Chapter 21 "Administrative Process"

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:**
 - 1) Florida Municipal Electric Association Membership dues Fiscal Year 2015-2016

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

- A. January 5, 2016 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.