



**AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 19, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:** Offered by Reverend Elie Louissant, Salem Haitian Evangelical Lutheran Church, on behalf of Vice Mayor Scott Maxwell
- 3. PLEDGE OF ALLEGIANCE:** Led by Commissioner Andy Amoroso
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. City-Wide Wayfinding Plan: Update from KMA Design Consulting
 - B. Certificates of Appreciation for contributions to the Picture My World program
- 6. COMMISSION LIAISON REPORTS AND COMMENTS:**
- 7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
- 8. APPROVAL OF MINUTES:**
 - A. City Commission Meeting - January 5, 2016
- 9. CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Resolution No. 05-2016 - City Support for Enterprise Florida and the Creation of the Florida Enterprise Fund
 - B. Enterprise Licensing Agreement with ESRI for Geographic Information Systems (GIS)

- C. First Amendment to an Agreement with Online Information Services, Inc. for collection services
- D. Utility easement by and between Woodspring Suites West Palm Beach Florida South Lake Worth LLC and the City
- E. Appoint a member to the Police and Employee Retirement Pension Boards
- F. First Amendment to Retail Lease with Shore Restaurants of Lake Worth, LLC (Mulligans)
- G. Franchise Agreement with Waste Management, Inc. for roll-off refuse services

10. PUBLIC HEARINGS:

- A. Property located 200 feet west of the 10th Avenue North and Boutwell Road Intersection
 - 1) Ordinance No. 2016-01 - Second Reading - voluntary annexation of 6.54 acres
 - 2) Ordinance No. 2016-02 - Second Reading - Small Scale Future Land Use Map Amendment
 - 3) Ordinance No. 2016-03 - Second Reading - rezone property
- B. Ordinance No. 2016-06 - Second Reading - provide regulations for "public property"
- C. Ordinance No. 2016-07 - Second Reading - amend various ordinances to include sexual orientation and gender identity or expression

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

- A. Ordinance No. 2016-08 - First Reading - revise the special assessment procedure and the collection of such assessments for the clearing of nuisance lots and schedule the public hearing date for February 2, 2016
- B. Ordinance No. 2016-09 - First Reading - revise the special assessment procedure and the collection of such assessments for the boarding and securing of structures and schedule the public hearing date for February 2, 2016
- C. Ordinance No. 2016-10 - First Reading - revise the special assessment procedure and the collection of such assessments for the demolition of unsafe structures and schedule the public hearing date for February 2, 2016
- D. Resolution No. 06-2016 - establish opening/closing hours for "public property" owned by the City

13. LAKE WORTH ELECTRIC UTILITY:

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

B. PUBLIC HEARING:

C. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. February 2, 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.

CITY OF LAKE WORTH

ANALYSIS & PLANNING



THEKMGROUP.COM

301 E. Main Street
Carnegie, PA 15106

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PROJECT # 1407.01

REVIEW OF EXISTING EXTERIOR CONDITIONS & SIGNAGE

A. City Identification and Gateway Signage

As the creative hub of Palm Beach County Cultural Council, Lake Worth's city identification and gateway signage is understated. A review of Lake Worth's city limits has confirmed a need to implement a signage system with a consistent design. A first time, or infrequent visitor will find approximately six different styles of large monument signs adorned with the City of Lake Worth logo and tagline "Where the Tropics Begin" or "Welcome to Lake Worth."

Common issues with existing exterior signage include:

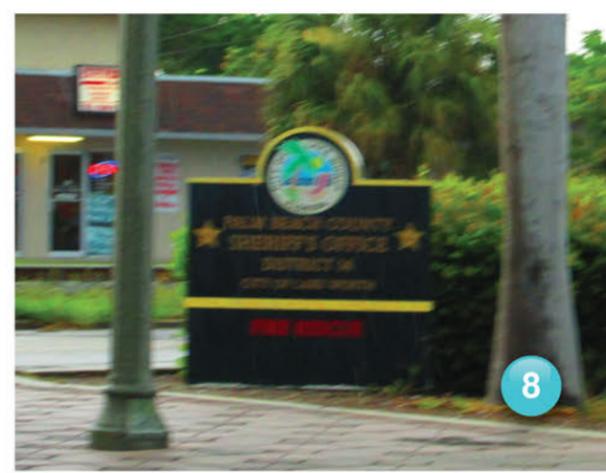
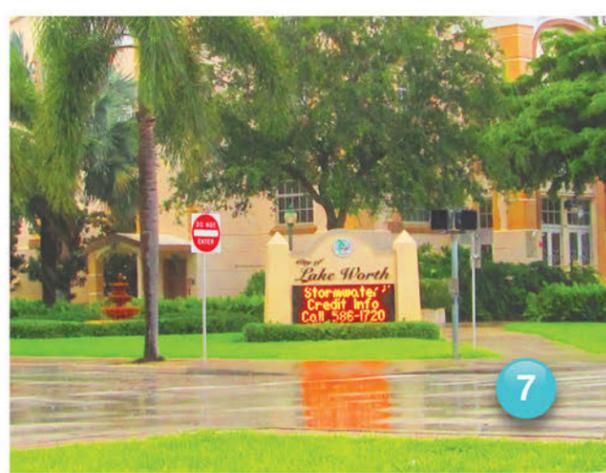
- Discoloration or loss of color vibrancy
- Poor visibility due to lighting, overgrown foliage, or location of sign
- Incorrect Messaging

(Photo 1) This city identification sign plays into the City of Lake Worth's creativity, as it features artistic elements and a variety of colors. Landscaping around the sign is well kept and allows visibility for both pedestrians and vehicular passerbys. The design has more of a southwestern appeal rather than a Florida appeal.

(Photo 2, 7) The LED monument sign in front of City Hall functions as a source of information as well as an advertisement tool.

(Photo 3) This city identification sign is an example of low visibility due to overgrown foliage and minimally contrasting colors.

(Photo 4) This city identification sign shows indications of wear and tear. The colors of the logo are faded and the arbor structure above the sign as well as the top of the sign is discolored.



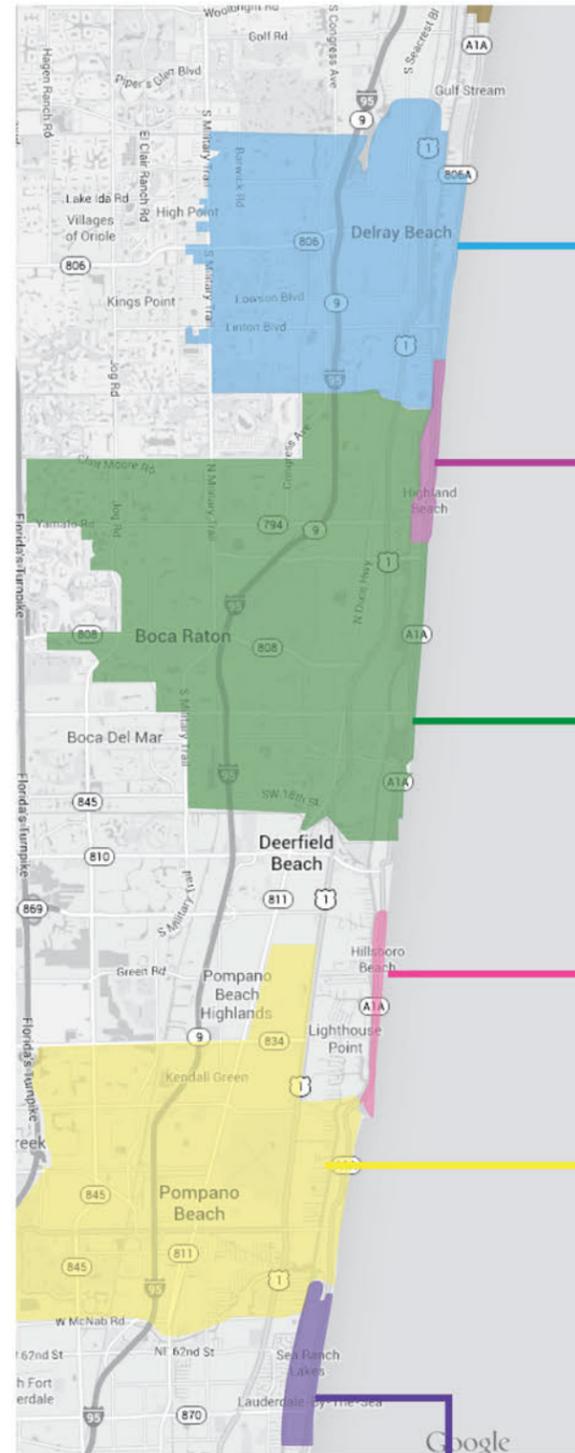
NEIGHBORING COMMUNITY SIGNAGE

3. Neighboring Community Signage

In reviewing the signage of Lake Worth, KMA has also reviewed the signage of other neighboring communities, for instance, Palm Beach, West Palm Beach, Lantana, and Boca Raton. These surrounding municipalities have individualized themselves through signage. Some have utilized unique sign shapes, logos, and icons to stand out and create a sense of place.

The City of Lake Worth has an opportunity to utilize gateway signage to invite passerby's into their community and explore the amenities rather than passing through.

Some of the other coastal communities have done a better job than others, but a common theme of continuity exists from ones point of ingress to the point of where they leave on A1A. One after the other it is clear that community transitions occur when traveling north and south along the coast.



Legend

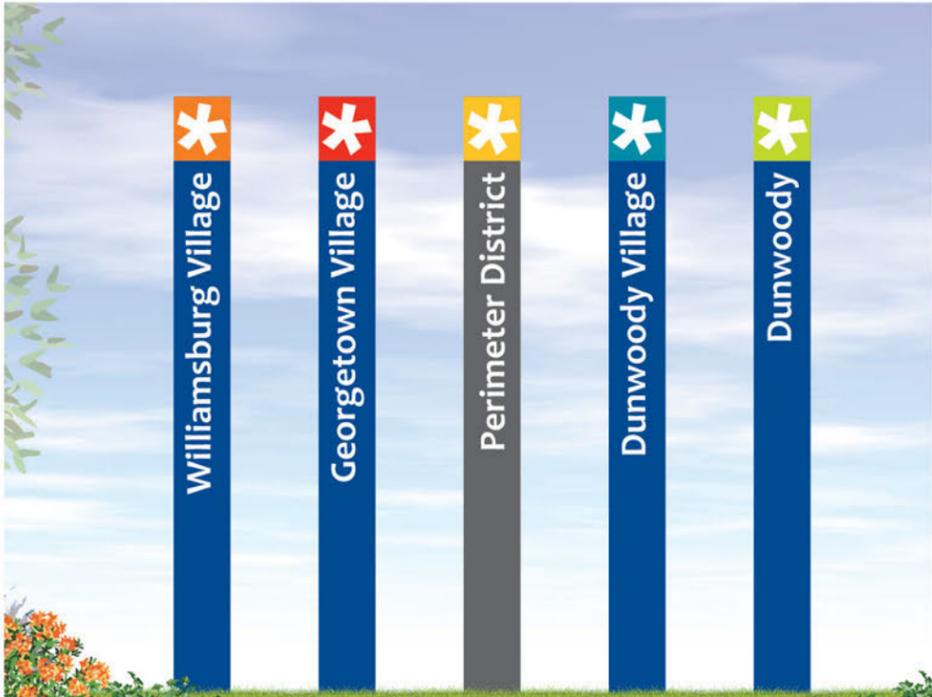
- Delray Beach
- Highland Beach
- Boca Raton
- Hillsboro Beach
- Pompano Beach
- Lauderdale-By-The-Sea



NEIGHBORING COMMUNITY SIGNAGE

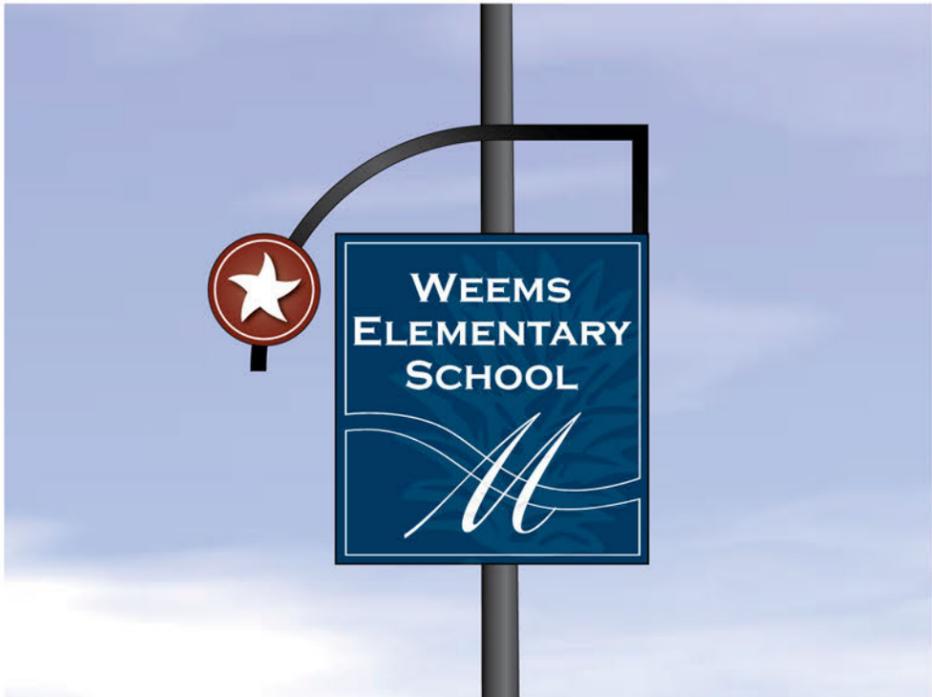


EXAMPLES OF EXTERIOR SIGNAGE



D. Destination Identification Signage

Destination identification signage should be consistent with the overall branding and theme of the comprehensive signage package. By utilizing a common theme, infrequent visitors can easily recognize the destination as a point of interest and reinforce a sense of arrival.



DESIGN CONSIDERATIONS

There are multiple elements that can be considered when designing a comprehensive signage package. Some of these elements can be taken from the environment, while others are to ensure that the signage functions to regulation standards.

A. Streetscapes

(Photo 3) A color palate can be developed from the colorful cottages located throughout the historical preservation districts.

(Photo 4) Architectural elements in street signage can be mimicked in the signage design.

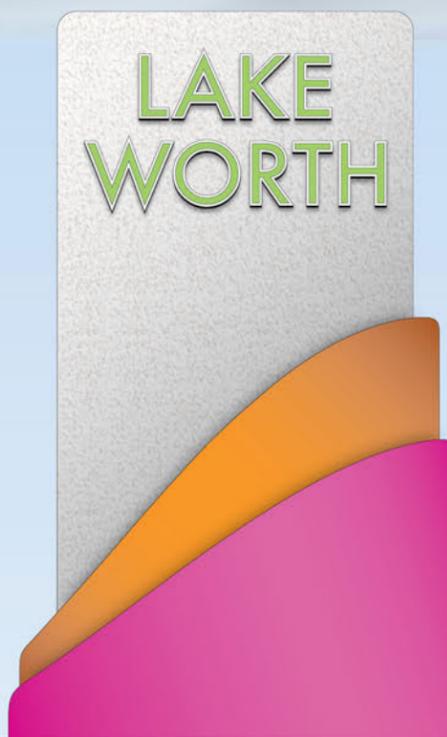


A thick, horizontal orange brushstroke with a textured, watercolor-like appearance, centered on the page. The text 'DESIGN DEVELOPMENT' is written in white, uppercase letters across the right side of the stroke.

DESIGN DEVELOPMENT



Primary Entrance Identification



Secondary Entrance Identification Vertical



Secondary Entrance Identification Horizontal



Tertiary Entrance Identification



Exit Signage



LAKE WORTH

*City Hall Annex
Library & Cultural Plaza*

LAKE WORTH

*Bryant Park
Dock & Boat Launch*

LAKE WORTH

*Beach Complex
Casino*

LAKE WORTH

*Municipal
Golf Course*



Destination Identification
Large



KMA DESIGN
301 E. Main Street
Carnegie, Pa 15106

THEKMAGROUP.COM
V. 412-429-4071
F. 412-429-4074

OWNER:
City of
Lake Worth

PROJECT:
City Wayfinding

PROJECT #
1407.01

DRAWING TITLE:
Design Development

DRAWN BY: Daniel Grushecky
PROJECT MANAGER: Maria Gallina

ISSUED FOR:
Design Development

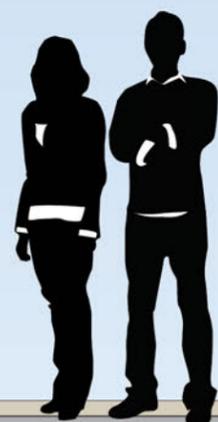
DATE:
05-12-15

CUSTOMER APPROVAL:

DATE:



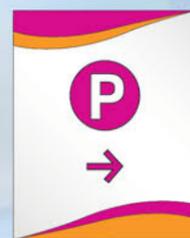
City LED



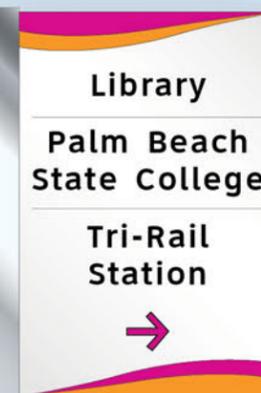
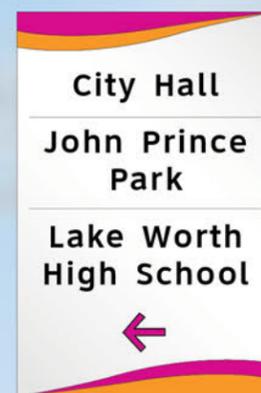
Municipal Parking Lot Identification



Municipal Parking Lot Rules and Regulations



Parking Directional



Pathfinder (Large)



Pathfinder (Small)





Destination Identification (Small)



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Carnegie, Pa 15106

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City Wayfinding

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DRAWING TITLE:
Design Development

DRAWN BY: Daniel Grushecky
PROJECT MANAGER: Maria Gallina

ISSUED FOR:
Design Development

DATE:
05-12-15

CUSTOMER APPROVAL:

DATE:



Neighborhood Association Identification

Gateway Banner

Downtown Banner

Historic District Identification



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 301 E. Main Street
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PROJECT MANAGER: Maria Gallina

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 05-12-15

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DATE:



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Carnegie, PA 15106 F. 412.429.4074

**MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
JANUARY 5, 2016 – 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 OR MOMENT OF SILENCE:

The invocation was offered by Pastor Mike Olive, Common Ground, on behalf of Mayor Pam Triolo.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Christopher McVoy.

4. AGENDA - Additions/Deletions/Reordering:

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

- Reorder Consent Agenda, Item E to New Business as Item D – Task Order with Keith & Schnars for a Traffic Calming Study & Associated GIS Base Map – Phase 1;
- Reschedule Public Hearings, Items A.1, A.2, and A.3 to January 19, 2016 - Property located 200 feet west of the 10th Avenue North and Boutwell Road Intersection:
 - 1) Ordinance No. 2016-01 - Second Reading - voluntary annexation of 6.54 acres
 - 2) Ordinance No. 2016-02 - Second Reading - Small Scale Future Land Use Map Amendment
 - 3) Ordinance No. 2016-03 - Second Reading - rezone property; and
- Approve the agenda as amended.

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

5. PRESENTATIONS:

- A. Proclamation declaring January 18, 2016 as Martin Luther King, Jr. Day**

Mayor Triolo read the proclamation declaring January 18, 2016, as Martin Luther King, Jr. Day.

Former Commissioner Retha Lowe accepted the proclamation and invited everyone to attend the scheduled events on January 18, 2016.

B. Accept a Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada

Mayor Triolo presented Acting Finance Director Corrine Elliott with a Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year ended September 30, 2013.

C. Sea Level Rise Conference

Commissioner Maier provided an update on the South Florida Regional Climate Summit that he and several Commissioners attended. He explained that, while Palm Beach County may not see the sea level rise in 40 years, the Federal Flood Insurance program was in bankruptcy. The banking industry currently did not require homeowners to carry additional flood insurance, but, in the coming years, they may require it to be escrowed. As a City, in the future there was a risk of potential lawsuits from residents and insurance companies claiming that the City and State did not do enough in the development plan to protect owners from excess flood insurance. He said a similar lawsuit was dismissed, but that it could be a trend in the future. As a City, there was a need to provide for sea level rise to protect residents. He said that Delray Beach had become a new high risk area

Comments/requests summaries:

1. Commissioner McVoy commented that he attended the Summit and said real estate agents were expected to disclose sea level rise risks to potential buyers. He said portions of South Florida were putting in a level of resources, expertise, and staff to create forward thinking ways to inform residents and develop visions based on that information.
2. Vice Mayor Maxwell commented the he attended the Summit and said the data kept changing, and the issue was a concern for everyone. He commented that a study on risk factors was done and that he was comforted to know that Palm Beach County was low on the list of risk areas. He said there was a need to continue to monitor the situation and try to model what Miami-Dade and Broward Counties were doing.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Vice Mayor Maxwell: wished everyone a Happy New Year and said he was looking for a bright and prosperous 2016.

Commissioner McVoy: wished everyone a Happy New Year, announced that today was Democracy in the World Day, and in December 2015 Venezuela had a democratic inauguration. He said there was a lot of community input about policing that was not working and that he met with Captain Baier. He commented that another meeting with Captain Baier was scheduled. There was a need for community workshops or other means to gather input from the community. He announced his graduation from the Good Government Program he had been attending between August and December. He said his name was mentioned in the New Yorker magazine on sea level rise. He commented that he wanted everyone present at this meeting to know that he personally supported the Gulfstream Hotel and its renovation, but that he may be portrayed as not supporting it. He said he favored development, but was more in favor of democracy. A vote regarding height restriction was taken in the past, and the Commission had an opportunity to act on incorporating those height issues in the vote. He announced on January 16, 2016, Sunset Ridge Neighborhood Association was having an event at the Grey Mockingbird Garden at the Masonic Community Center.

Commissioner Amoroso: wished everyone a Happy New Year and said he was looking forward to a happy 2016. He announced that Project Homeless Connect was coming to Lake Worth as an outreach on January 22, 2016, at the Calvary Church on 1st Avenue South. The purpose of the event was to reach those individuals who needed help.

Commissioner Maier: said he had been working on the outreach event with the Homeless Coalition. He explained that the event was not to perpetuate homelessness or to promote the City as being a place to come and be homeless. The event was to tap the City's homeless with the resources that were readily available. He wished everyone a Happy New Year.

Comment/request summary:

1. Vice Mayor Maxwell commented that the City would have a booth at the Homeless Coalition event with information on all of the City's available resources. He asked all of the Commission to attend.

Mayor Triolo: asked everyone to make time for the Homeless Coalition event which was scheduled from 9 AM to 1 PM at 334 1st Avenue South. She said she spoke to former County Commissioner Shelley Vana about ideas to help the homeless, invited her to attend the Homeless Coalition

event, and said the County wanted to partner with the City on this issue. She announced that a presentation about complete streets and overhauling Dixie Highway to make it attractive, safe, and walkable would be scheduled sometime in 2016. She announced that funding was found for Voluntary Pre-Kindergarten (VPK) centers in the north and south side of the City and that a location on the north side was found to bring programs to children.

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

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

Ruby Bell commented that this was the first Commission meeting she had attended since moving to Lake Worth in 2008 and that safety and use of the parks were the reasons for her family selecting Lake Worth to live. She said her youngest child is now not allowed to go anywhere in the City alone because of the number of homeless and derelicts in the parks. She commented that she understood the City had to make choices and that there were choices for the homeless individuals.

Lynn Anderson thanked Pastor Olive for giving the invocation and said his parish did a lot for the homeless, who were recovered substance abusers. She commented that she feared mortality and Pastor Olive's congregation were very appreciable of his service. She said she hoped everyone would attend his church. She commented that there were 14 items under the Consent Agenda and some of them did not deserve to be there. She said there was a need to look at what was placed under the Consent Agenda because they were not routine and deserved discussion.

Ray Gross commented that he agreed with Commissioner McVoy about community policing and the crime in the City. He said he was here because of the need for major changes. He said he heard President Obama's speech about gun control, his father was a Military Police in the armed services, and there was always guns in his home. He advised that his home on South M Street was now the "hood" for drugs and crime. He said he called the Sheriff's Office about a noise complaint and the Deputy who showed up aimed a gun at him then shot his dog.

Pat Emmert thanked the Commission for scheduling resolutions to oppose the Trans-Pacific Partnership and fracking on the agenda. She thanked Commissioner McVoy for adding these items to the agenda.

Dustin Zacks said he was against the Trans-Pacific Partnership opposition resolution and wished everyone a Happy New Year.

Maryann Polizzo thanked the Commission for addressing the homeless issue and said the homeless individuals did have choices. She advised

that five homeless individuals blocked her from crossing the bridge, they went through people's trash, stole clothing, or took food. She said she knew that the homeless individuals were being brought into the City and said she hoped the Homeless Coalition meeting would take care of the problem.

Elexa Harrison said she wanted to address Bryant Park and said she used to hang out there with her children, but now could not because there was not a good crowd. At Christmas, there were about 20 homeless individuals at the park and asked the Commission to look into changing that issue so that her family could go to Bryant Park and play.

Dylan Harrison said he was a business leader in Lake Worth and did not know where the word "homeless" came from because they were not homeless or veterans. They were 25 year old crack addicts. He held up a bag of used hypodermic needles and showed a picture of needles that were laying on the ground around his children.

Patti Lucia commented that Mother Earth Sanctuary Café had been in Lake Worth for 8.5 years and wanted to stress to the Commission that the homeless activities in the downtown area had a big impact on her business. She said she had to clean defecation with bleach and a broom everyday before she could open her business. In the near future, she said she would have to make a decision on whether Lake Worth was still the place for her business. She said she did not sell alcohol because it was her principle and was not sure if Lake Worth could continue to be a fit for her.

Joseph Torres said he was a new resident in Lake Worth and was embarrassed because of the sober homes and sexual activities going on in his neighborhood. He said there was illegal activities going on at an auto business in his back yard and home owners were renting out rooms for sober homes.

Fran Hollis-Torres thanked Commissioner McVoy for coming to her home. She said abandoned homes were being occupied, prostitutes were going into trucks at night in the North H Street alleyway, and there were drug dealings. She said the next thing to come was gangs.

Teresa Miller said she was seeing homeless individuals all over the City and locals and out of towners had told her that they were approached for money. These individuals were sleeping and urinating in public. The City had to deal with the Americans with Disability Act and laws. She said she was not sure what the City could do, but said the citizens would be behind the City.

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Jo-Ann Golden, Michelle

Sylvester, Barbara Aubel, Peggy Fisher, and Greg Rice.

Mayor Triolo read the comments written by Alicia Vannini. Ms. Vannini wrote that she wanted to thank the City of Lake Worth and the community. [The Retreat at Palm Beach] had a brand new high end substance abuse treatment center opening next month on Lake Worth Road in Palm Springs.

8. APPROVAL OF MINUTES:

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

A. City Commission Meeting – December 8, 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 McVoy to approve the Consent Agenda, less Item E.

A. Resolution No. 01-2016 – oppose the Trans-Pacific Partnership

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

RESOLUTION NO. 01-2016 OF THE CITY OF LAKE WORTH, FLORIDA, OPPOSING THE TRANS-PACIFIC PARTNERSHIP; DIRECTING STAFF TO SEND A COPY OF THE RESOLUTION TO THE HOUSE AND SENATE LEADERSHIP AND FLORIDA HOUSE AND SENATE DELEGATES TO THE 114TH CONGRESS; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Resolution No. 02-2016 – support a statewide prohibition on fracking to explore and produce oil and natural gas in Florida

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

RESOLUTION NO. 02-2016 OF THE CITY OF LAKE WORTH, FLORIDA, SUPPORTING A STATEWIDE PROHIBITION ON HYDRAULIC FRACTURING, ACID FRACTURING, AND SIMILAR HIGH PRESSURE WELL STIMULATION PRACTICES PERFORMED FOR THE PURPOSE OF EXPLORATION AND PRODUCTION OF OIL AND NATURAL GAS IN THE STATE OF FLORIDA AND SUPPORTING LEGISLATION PROVIDING FOR THE PROHIBITION; AND PROVIDING AN EFFECTIVE DATE.

C. Resolution No. 03-2016 – agreement with Palm Beach County for improvements to Tropical Drive and Barton Road

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

RESOLUTION NO. 03-2016 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY IN THE AMOUNT OF \$513,343 IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE TROPICAL DRIVE AND BARTON ROAD STREET IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

- D. Purchase Order to Garber Chevrolet, Pontiac, GMC Truck for two replacement vehicles for the Code Compliance Division**
- E. (Reordered to New Business as Item D) Task Order with Keith & Schnars for a Traffic Calming Study & Associated GIS Base Map – Phase 1**
- F. Second Amendment to an Agreement with D.S. Eakins Const. Corp. for crews with equipment for specialized underground utility repairs**
- G. First Amendment to an Agreement with Sulphuric Acid Trading Company, Inc. to purchase bulk sulfuric acid for the Reverse Osmosis Water Treatment Plant**
- H. First Amendment to an Agreement with Harcros Chemicals, Inc. to purchase caustic soda for water treatment and odor control**
- I. Amendment to an Agreement with LHoist North America of Alabama, LLC to purchase bulk quicklime for the Water Treatment Plant**
- J. Agreement with Odyssey Manufacturing Co. to purchase sodium hypochlorite (bleach)**
- K. Agreement with Craven Thompson and Associates for engineering design, bid and construction phase services for the 2-Inch Watermain Replacement Program, Years 2 through 6**
- L. Restrictive Covenant for Benzaiten Center for Creative Arts Grant (FEC Train Depot)**
- M. Settlement on attorney's fees for City of Lake Worth v. C & E Holding of Palm Beach County, Inc.**

N. Agreement with Florida Railroad, LLC for acquisition of certain rights of way and an easement for the Boutwell Road Infrastructure Project

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

10. PUBLIC HEARINGS:

A. (Rescheduled to January 19, 2016) Property located 200 feet west of the 10th Avenue North and Boutwell Road intersection:

1. Ordinance No. 2016-01 – Second Reading – voluntary annexation of 6.54 acres

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

ORDINANCE NO. 2016-01 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, ANNEXING THE PROPERTY LOCATED APPROXIMATELY 200 FEET WEST OF THE NORTHWEST PORTION OF THE INTERSECTION OF 10TH AVENUE NORTH AND BOUTWELL ROAD, BEING MORE FULLY DESCRIBED IN EXHIBIT A; PROVIDING FOR AMENDMENT TO THE CORPORATE LIMITS OF THE CITY OF LAKE WORTH TO INCLUDE THE SUBJECT PROPERTY IN THE OFFICIAL BOUNDARY MAP; PROVIDING FOR ADVERTISING; PROVIDING THAT THIS ORDINANCE SHALL BE FILED WITH THE CLERK OF THE CIRCUIT COURT OF PALM BEACH COUNTY, THE COUNTY ADMINISTRATOR OF PALM BEACH COUNTY AND THE FLORIDA SECRETARY OF STATE; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

2. Ordinance No. 2016-02 – Second Reading – Small Scale Future Land Use Map Amendment

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

ORDINANCE NO. 2016-02 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY PROVIDING A SMALL SCALE AMENDMENT CHANGE TO THE FUTURE LAND USE MAP OF CERTAIN PROPERTY MORE FULLY DESCRIBED IN EXHIBIT A FROM A COUNTY LAND USE DESIGNATION OF COMMERCIAL HIGH INTENSITY/8 DWELLING UNITS PER ACRE AND COMMERCIAL LOW INTENSITY/8 DWELLING UNITS PER ACRE (CH/8;CL/8) TO A CITY OF LAKE WORTH DESIGNATION OF MIXED USE WEST (MU-W); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

3. Ordinance No. 2016-03 – Second Reading – rezoning property

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

ORDINANCE NO. 2016-03 OF THE CITY OF LAKE WORTH, FLORIDA; CHANGING THE ZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A FROM COUNTY ZONING RESIDENTIAL HIGH INTENSITY (RH) TO CITY OF LAKE WORTH ZONING MIXED USE – WEST (MU-W); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

B. Ordinance No. 2016-04 – Second Reading and Quasi-Judicial Public Hearing – rezone a portion of the Gulfstream Hotel

Mayor Triolo said this item was a quasi-judicial public hearing and individuals wishing to speak would be asked whether they wanted to testify or offer comments. She asked each of the Commissioners if they had any ex parte communication to disclose.

Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Maier all announced that they had no ex parte communication.

Commissioner McVoy left the meeting at 7:24 PM.

City Attorney Torcivia explained that staff would provide a presentation. If the public wanted to offer testimony they would be sworn in individually and could be cross examined by staff or the applicant. He announced that the public comments, made by individuals who did not want to be sworn in and provide testimony, would hold less weight than those providing testimony. He explained that individuals providing only public comments would not be cross examined. He swore in William Waters and Bonnie Miskel who provided testimony.

Vice Mayor Maxwell left the meeting at 7:26 PM.

Commissioner McVoy returned to the meeting at 7:26 PM.

William Waters, Community Sustainability Director, explained that the ordinance would rezone approximately 0.93 acres of the 1.82 acre site associated with the Gulfstream Hotel, situated on the east side of South Lakeside Drive and north of 1st Avenue South in the South Palm Park Historic District from a Medium-Density Multi-Residential (MF-30) zoning designation to Downtown (DT).

Vice Mayor Maxwell returned to the meeting at 7:28 PM.

Commissioner Amoroso left the meeting at 7:29 PM.

Mr. Waters explained that the applicant was preparing applications to renovate and redevelop the historic Gulfstream Hotel properties. The applicant proposed to rezone seven parcels for the proposed project, serving to revitalize the downtown corridor between the retail/restaurants uses and the Beach and Casino area.

On November 18, 2015, the Historic Resources Preservation Board (HRPB) members unanimously recommended approval to the Commission, which covered changing the zoning and included a condition to require the petitioner to implement a Unity of Title for the subject parcels. The HRPB members also suggested, as a condition of approval, that any proposed development be compatible and harmonious with the historic integrity and character of the local historic district.

City Attorney Torcivia separately swore in each of the following individuals who provided testimony:

Barbara Auble testified that she supported the project, hoped it could move forward, and wanted the building to be active.

Teresa Miller cited examples of high-rise structures surrounding the Gulfstream Hotel and asked why anyone would not want to support the hotel. She testified that this was a historic opportunity to change it. Now was the time for those who wanted what was right and good for the City to make them known here at the meeting and in the voting booth.

Kathleen McGiveron testified that it was extremely difficult to get a charter amendment change, required time and money, and was the last resort for the Commissioners not listening to the public. She said the political committee had 27 days to do something, and a height limitation referendum question was placed on the ballot. She said she voted on the issue and three of the five elected officials did not like the results of the election and chose to ignore the vote. She commented that anyone voting in that election were disenfranchised.

Jo-Ann Golden testified that the City had a rich history and was protective of its historic structures. This rezoning request did nothing for the human scale and would allow a height of over 45 feet. The charter amendment protected the downtown heights and this project would create a canyon effect. She asked to let the people get back to basics and prove that the City could pave its streets without adding two additional stories. This rezoning was representative of disregard for the voters. She asked to please protect the City and not approve the ordinance.

Lynn Anderson testified that when she appeared before the Historic Resource Preservation Board the word "standing" was used. She

commented that she lived in Lake Worth most of her adult life with low-rise structures, with the exception of the Lucerne Condominium. The charter height referendum had nothing to do with Hudson Holdings. Everyone who voted for the referendum had a standing and it was their downtown. People moved to Lake Worth because it was not Ft. Lauderdale or Delray Beach. Former Commissioner Jennings was a good commissioner because she voted the way her constituents wanted her to vote. That was what was needed from her representatives.

Ralf Brookes said he was a board city and county lawyer and represented many cities. This item was a quasi-judicial process and must meet the law. The City charter was an essential law and this rezoning would exceed the City's 45 foot height limit. No court had invalidated the charter amendment, and the charter had the force of law in the City. He said he disagreed with the City Attorney who opined that the height referendum was prohibited. He asked that the rezoning be denied, which was within the Commission's discretion.

Peggy Fisher testified that she favored the rezoning. The Planning and Zoning and Historic Resource Preservation Boards had agreed that the rezoning complied with the law. The City already had a lawsuit, the City did not write the Florida Statute, and she asked the Commission to abide by the Laws of the State. She said she did not understand the fight over an upzone because upzoning would be needed to allow home occupation artist to sell their products from their homes.

Maryann Polizzo testified that she did her research on this issue and Hudson Holdings was reducing the number of room and the proposed garage would be available for residents living in a nearby condominium to purchase. She said she wanted to urge the Commission to keep in mind that the Gulfstream Hotel needed improvements. She asked why the residents could not have a beautiful building that would create jobs.

Christina Morrison testified that she did a lot of business in Lake Worth, but did not live in the City. The Gulfstream Hotel was a historic structure left to fallow and should be developed to the most beautiful structure. The hotel was surrounded by high-rise structures and the City needed the tax base to pay for wider streets. She said replacing rotting plumbing infrastructures was needed for a vibrant town. Everywhere was seeing a tourist industry boom, but Lake Worth was "missing the boat."

Michelle Sylvester testified that the Downtown Alliance members supported the rezoning. There was a need for jobs and the City needed the business. The property was located in a hotel zoned district. The request to upzone was approved by the Historic Resources Preservation and Planning and Zoning Boards. There were taller structures adjacent to the hotel, and the State Legislation deemed that the height referendum voted on was null and void. She said she supported the rezoning.

Greg Rice testified that he heard a lot of comments about what the downtown was facing. He commented that he lived in Lake Worth when the charter amendment was proposed and the charter amendment ballot title read, "Amending Charter Building Height Limits in Designated Downtown Area, With Exceptions." He said he was not an attorney, but this rezoning was an exception that was needed. Without a viable downtown district, there would be no city--just a lot of homes scattered around. This rezoning could be a catalyst for the City. For decades the Gulfstream Hotel had struggled. He said he wanted to urge the Commission to send a message to the community that Lake Worth was open for business.

Rosann Malakates testified that she felt bad about accusations being made about people, who wanted to keep the height low, did not want development or the Gulfstream Hotel improved. She said those who wanted to keep the heights at four stories were not against the City and was offended that people thought they did not want to do the right thing. The City did not have Hudson Holdings' plans and the project was not thought out. She commented that the improvements had to be done right.

David Simms testified that there was a conflict between two groups. The first group wanted the Gulfstream Hotel developed to bring in tourist and jobs. The second group wanted to keep the City low-rise and keep it unique. He commented that he did not think it needed to be a big conflict. The Gulfstream Hotel could be developed, jobs could be brought in, and businesses increased without the high-rise. The Gulfstream Hotel could have 120 rooms if another four-story building was constructed with a parking garage. He asked that the rezoning be denied.

Ariana Peters testified that her father had been investing in Lake Worth for years, but that she never understood why. As she got older, she said she began to understand. She commented that she owned businesses in downtown Lake Worth, the downtown area had potential, and the Gulfstream Hotel was a crucial aspect. She said she looked forward to the hotel opening and being one of the best asset Lake Worth had to offer.

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

Vice Mayor Maxwell announced that the following individuals provided public comments, were not sworn in, and did not offer testimonies:

Jeanne Fernworth said Hudson Holdings had a history of being a front person and had a history of selling out. The Commission needed to consider who the City was giving a "sweetheart deal" to.

Vice Mayor Maxwell read the comments written by Ginny Powell. Ms. Powell wrote that there may be some valid reasons to move forward with the rezoning as proposed by Hudson Holdings. Although there were no guarantees, if the historic board and planning department held the developer to the same high standards they had set for the rest of the citizens then restoration of the Gulfstream and construction on adjacent properties may: 1) beautify the City and preserve an important piece of [her history]; 2) add revenue critical for the City's financial health; and 3) increase tourism that would benefit businesses. However, city leaders should be honest with residents that they had a vision for the City which expanded building heights beyond the block subject to this rezoning. This rezoning vote appeared to be a convoluted way to circumvent the will of a majority of city residents who voted to limit building heights in 2013. Yes, sorry, going to bring that up again. This was a scary precedence that residents needed to be wary of. The message, your vote did not count. [She wrote that] she somewhat agreed with one of the residents who said at the last meeting on this subject "What was the big deal over a 20 foot increase in building height?" It may not be a big deal if it stayed confined to this one project. Unfortunately, the rezoning would set a precedent for allowing taller buildings to be constructed outside the block now occupied by the Gulfstream property. Once approved there was no turning back. Taller buildings would eventually change the low rise nature of Lake Worth. The City of Delray, once considered a model of good planning, was a good example of how things could go wrong. Now, due to overdevelopment, the downtown area was a traffic and parking nightmare. Potential businesses and residents were shunning the city for other locations. Many people in Lake Worth would say that was way down the road for [residents], [they] did not need to worry or [they] should be so lucky to have Delray's problems. Be careful what you wish for. This rezoning looked like preferential treatment for a business that stood to make a lot of money if approved. It was distressing to those residents who did not receive any breaks as they struggled to improve their small pieces of real estate, especially those who had to jump through extra hoops if they lived in a historic district.

Rod Regan said he was the owner of Brogues Irish Pub and that a lot of good comments were made. This was 2016 and there was a need for progress in Lake Worth. The Commission needed more money for roads and development. The sooner the Gulfstream Hotel was renovated to create jobs then money could be used for road system improvements. He said he hoped the Commission would keep going the way they were. He commented that he employed 40 people, hired people with drug problems, and helped them with rehabilitation. He said he hoped the Commission would make the right decision for the town.

Brendon Lynch spoke in favor of the hotel. He said he had been in the City long enough when the Gulfstream Hotel was vibrant and the restaurant was opened. He commented that the hotel would add so much

to the community and supported the rezoning.

Sally Gonsalves announced that she voted for the height restriction and asked the Commission to support the hotel rezoning. She said she supported the hotel because she had visitors from afar come to Lake Worth, but there was no place in the City for them to stay. She and her husband were boat people, but there was no tie into the downtown city. The hotel would draw people in. The issue was all about improvements and improving the tax base. The Gulfstream Hotel was a beautiful building, it needed to be preserved, allow the project, and said its height did not exceed the surrounding structures.

Vice Mayor Maxwell read the comments written by Cheryl Leventhal. Ms. Leventhal wrote that she was dismayed at a recent Commission meeting to hear all three incumbent representatives supporting what the majority voted against two years ago. Stating that Florida State Legislature voted that such amendments were "null and void" was not justification for ignoring the people.

Richard Stowe said that, in his opinion, everyone was for the restoration of the hotel. The difference was the quality of life and what type of zoning was best for the five block area. He said he would argue that the existing zoning would create a better project for the developer, the City, and the affected neighbors because of the Multi-Family-30 (MF-30) residential zoning; however, the developer was proposing commercial zoning. He asked the Commission to keep the property zoned residential. He said an MF-30 zoning required less impervious surfaces, which was a benefit to the City and had a greater setback.

Connie Fitzgerald commented that she had been coming to Lake Worth, as a visitor, for years and got married at the hotel 15 years ago. She said the hotel was fabulous; she lived in Washington, DC; and everyone was making a big deal about this issue. She said she was buying a condominium in Lake Worth and wanted her children to enjoy the hotel, Bryant Park, and the City's parades. She said "everyone was missing the boat", would vote for those people who wanted to keep the City beautiful, and supported progress.

Mayor Triolo returned to the meeting at 8:16 PM.

Vice Mayor Maxwell read the comments written by Jim Tebbe. Mr. Tebbe wrote that he had no opposition to the proposed zoning change. [The Gulfstream of Lake Worth Condominium] was looking forward to working with the City of Lake Worth and Hudson Holdings to seek a remedy for the condominium's long term parking problems.

Vice Mayor Maxwell read the comments written by Laurence McNamara. Mr. McNamara wrote that the zoning change for the Gulfstream property

voted for by Commission members Pam Triolo, Scott Maxwell, and Andy Amoroso on the first reading was a decision that would delay development of the parcel and renovation of the hotel because it would make the City liable to a lawsuit for violation of the legally amended Lake Worth charter. It was also a violation of the Comprehensive Plan in that it would allow construction, which was incompatible with the adjacent one and two-story structures on 1st Avenue South and those on Lakeside Drive. [He wrote requesting] that one of the Commissioners who voted yes on the first reading vote no tonight. A vote more responsive to the concerns of the neighbors and more responsible to the city at large. [The Commission] represent the citizens, not the purported developer. Please vote accordingly. Thank you for your attention and consideration.

Mayor Triolo resumed the gavel.

Commissioner McVoy left the meeting at 8:18 PM.

Mayor Triolo read the comments written by Laurel Decker. Ms. Decker wrote [that] the issue at the heart of this disagreement about heights in her City had nothing to do with State Legislation. The real issue was that voters came out in 2013 to vote democratically on future building heights in her City, and this Commission made a choice to ignore that mandate. Nothing prevented this Commission from amending the Comprehensive Plan to reflect the election results. [The Commission] simply refused to stand up for [residents] and for what was right.

Mary Watson commented that she was against the rezoning, but supported the hotel opening. She said she had no doubt the rezoning would be approved. In St. Petersburg there was a lawsuit about a similar issue. When people were ignored, it made a lot of bad feelings. This was suppose to be a democracy and would come out in the March election.

Marty Welfeld said it seemed like it had been a long time getting here. There were two arguments that a State Law invalidated a charter amendment was caused by a Commissioner. This issue was now a decision on whether or not to do something nice for the community. He said he hoped everyone on the dais wanted to move the City forward and get something done instead of moving it back to the past.

City Attorney Torcivia announced that Cheryl Leventhal, James Thomson, Anne Bussinger, and Andrew Swain submitted the same opposition document, but there were no comment card requests attached.

Commissioner McVoy returned to the meeting at 8:21 PM.

Mr. Williams clarified that the Planning and Zoning Board members did not hear this rezoning request. The property was within the Historic Resource Preservation Board members' responsibility.

City Attorney Torcivia clarified that a lot of people commented on the Gulfstream Hotel's site plan. The issue before the Commission was a request for rezoning.

Bonnie Miskel, on behalf Hudson Holdings, said what was relevant was whether or not this project complied with the law. The public had to provide competent evidence. During the last Commission meeting in December, there was lengthy discussion about the project being in compliance with the City's Comprehensive Plan. During that meeting, she said she made a lengthy presentation on how Hudson Holdings met the criteria for compliance. She advised that she heard no testimony on the project not meeting the competence compliance. There was an opportunity for the opposition to provide competent evidence as a basis for not approving the rezoning. She reminded the Commission that there were two other hotels that were constructed at the same time as the Gulfstream Hotel, and they were both thriving except for the Gulfstream. She said she was overwhelmed by the number of people who took the time to come to this meeting and voice their comments on this project.

Commissioner Amoroso left the meeting at 8:30 PM.

Comment/request summary:

1. Commissioner McVoy asked City Attorney Torcivia to clarify several opinions in a document written by Attorney Ralf Brookes.

City Attorney Torcivia commented that his legal opinions were neutral because he represented the City while Attorney Brookes's opinions were representing his clients' opinions. He explained that the State invalidated the charter amendment regarding heights.

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve Ordinance No. 2016-04 on second reading.

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

City Attorney Torcivia announced that the ordinance was not read by title only as required by State Law. He asked for the ordinance to be voted on again after he read the ordinance title.

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-04 OF THE CITY OF LAKE WORTH, FLORIDA;
CHANGING THE ZONING OF THE PROPERTY DESCRIBED IN
EXHIBIT A FROM A CITY ZONING OF MEDIUM-DENSITY MULTI-
FAMILY RESIDENTIAL (MF-30) TO A CITY OF LAKE WORTH ZONING

OF DOWNTOWN (DT); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve Ordinance No. 2016-04 on second reading.

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

C. Ordinance No. 2016-05 – Second Reading – amend the hours of sales for alcoholic beverages

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-05 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 5 “ALCOHOLIC BEVERAGES”, SECTION 5-4, “HOURS OF SALE”, TO ALLOW ALCOHOL SALES ON SUNDAY MORNINGS AND TO PROHIBIT THE SALES OF ALCOHOL FOR OFF-PREMISES CONSUMPTION AFTER 10:00 P.M., SUNDAY THROUGH SATURDAY; AND PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2016-05 on second reading.

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

Captain Todd Baier provided data on alcohol related crime and said this ordinance would help the Palm Beach Sheriff Office.

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

11. UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

A. Ordinance No. 2016-06 – First Reading – provide regulations for “public property” and schedule the public hearing date for January 19, 2016

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-06 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7 "BEACHES, PARKS AND RECREATION", ARTICLE I "PARKS AND RECREATIONAL FACILITIES", TO SET FORTH REGULATIONS GOVERNING PROPERTY THAT IS ZONED PUBLIC AND OWNED BY THE CITY; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2016-06 on first reading and schedule the public hearing date for January 19, 2016.

Comments/requests summaries:

1. Commissioner Amoroso requested the time be added to the ordinance to close public property from sunset to sunrise.

City Attorney Torcivia replied that the ordinance stated that the hours would be set by resolution. At the next meeting, when second reading of the ordinance would be scheduled, a resolution setting the hours would also be on the agenda.

Mayor Triolo announced that it was time for public comment.

Neily Buff said she was concerned about turning a public space into a park. Changing the ordinance to make a public space into a park would change her neighborhood in the future.

Arthur Broughton said he hoped the ordinance, if passed, would stop people from using drugs and urinating in public spaces.

Lisa Maxwell thanked Commissioner Amoroso for his leadership on this issue. The Cultural Plaza was an important place for activities that were enriching. She said while coming to this meeting tonight, she saw 15 intoxicated people laying around at the Cultural Plaza. This ordinance would prevent people from lying around or doing other unwholesome activities in the City's public places and would preserve and protect the City's public spaces.

Jo-Ann Golden said people needed to be out in the streets more, but there were not a lot of people walking on the sidewalks or in the parks. She said she thought there was a need for more people to use the parks. Once an ordinance like this started, she said she did not know how it could be enforced. This ordinance was a "nice feel good" thing, but if parks were not used, then this was an ordinance without teeth and would prohibit her from using the park and beach after sunset.

Michelle Sylvester commented that she was almost run over by

skateboarders and bicyclists using the sidewalks. She said she would strongly support the ordinance. As a female, it was scary to walk in the Cultural Plaza. This ordinance would give the Palm Beach Sheriff Office (PBSO) the teeth they needed to get rid of unseemly people.

Comments/requests summaries:

2. Commissioner McVoy commented that he was concerned that this ordinance did not solve the problem of bicycles and skateboarding on sidewalks. He commented that it was not illegal to be homeless. The intent of the ordinance was to make it illegal for individuals to be in the Cultural Plaza after sunset. The City had a problem with community policing, but the ordinance would not fix everything. This ordinance may fix a problem in public parks, but more tools would be needed. The PBSO currently had two options for bicyclists on the sidewalks – either give them a warning or arrest them. He suggested another ordinance be created to allow the PBSO to issue fines to bicyclists on the sidewalks.
3. Commissioner Amoroso commented that, as a downtown merchant, he was seeing a lot of scumbags. This ordinance came from people having a love for their city. This ordinance was only one piece that would allow PBSO and the City to move forward and remove the drug addicts and scumbags from public places.

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

B. Ordinance No. 2016-07 – First Reading – amend various ordinances to include sexual orientation and gender identity or expression and schedule the public hearing date for January 19, 2016

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-07 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 20 "CIVIL RIGHTS", ARTICLE I "LAKE WORTH CIVIL RIGHTS ACT", SECTION 20-2, "ADOPTION OF LAKE WORTH CIVIL RIGHTS ACT" AND ARTICLE II "LAKE WORTH FAIR HOUSING ACT", SECTION 20-11, "PURPOSE"; AND AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE III "MERIT SERVICE", SECTION 2-30(b) "POLICY DECLARED" AND ARTICLE XIV "PURCHASING", SECTION 2-111(e) "PROCUREMENT CODE" TO INCLUDE SEXUAL ORIENTATION AND GENDER IDENTITY OR EXPRESSION WITHIN SAID PROVISIONS; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to approve Ordinance No. 2016-07 on first reading and schedule the public hearing date for January 19, 2016.

Commissioner Amoroso explained that the ordinance amended various sections of the code that did not specifically include the categories of sexual orientation and/or gender identity or expression as it related to equal opportunity within the City. The proposed code amendments included sexual orientation and/or gender identity or expression within the provisions.

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.

C. Resolution No. 04-2016 – declare the City’s intent to use the uniform method of collecting non-ad valorem assessments for certain nuisance abatements

City Attorney Torcivia read the following ordinance by title only:

RESOLUTION NO. 04-2016 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE CITY’S INTENT TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED FOR THE COST OF PROVIDING LOT CLEARING SERVICES, BOARDING AND SECURING SERVICES AND DEMOLITION SERVICES ON PRIVATE REAL PROPERTY WITHIN THE INCORPORATED AREA OF THE CITY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Resolution No. 04-2016.

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.

D. (Formerly Consent Agenda, Item E) Task Order with Keith & Schnars for a Traffic Calming Study & Associated GIS Base Map – Phase 1

Comments/requests summaries:

1. Commissioner McVoy commented that he requested this item be reordered from the Consent Agenda because he had no problem with traffic calming, but had difficulty with spending money on a study. He suggested, instead of the study, have either a public workshop meeting or have Keith & Schnars give a presentation so that the public understood what was going on. The community already knew which streets had problems.

Jamie Brown, Public Services Director, explained that the Task Order provided professional consulting services to collect field data and make observations related to the first phase of a city-wide traffic calming program at a cost not to exceed \$44,600. He said a study was done in 2010, but it did not have GIS data. This 2010 data would be used along with Keith & Schnars GIS data. He advised that this item was not for design, but Keith & Schnars would look at speed limits and identify areas where traffic calming was needed.

Fadi Nassar, Assistant Director with Keith & Schnars, explained that the scope of the study would provide the basics with information from police and community input. This information would be the foundation, using GIS, to find traffic calming locations.

2. Commissioner McVoy commented that he had a concern for the community. A more cheaper and faster way was to listen to the community directly and using that information into a GIS. He said he did not want more studies. He wanted community input to save money.

Mr. Nassar replied that there was a need to find out if speed limits were correct.

Mr. Brown replied that the City did not have a lot of GIS base data, which was needed in order to move forward.

3. City Manager Bornstein commented that this item was the first step in the process. Community input would be sought.
4. Vice Mayor Maxwell commented that this item was an effort to collect data to build a foundation with community input.

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

Mayor Triolo announced that it was time for public comment.

Sally Gonsalves said she did not object to traffic calming, but that it should not take years to get a stop sign.

Peggy Fisher said no one asked her or her neighborhood for their input. The citizens could have their input and suggested scheduling some town hall meetings.

Comments/requests summaries:

5. Commissioner Amoroso commented that, in the past, people complained and stop signs were installed. Then people complained and those same stop signs were removed. The City needed data to justify traffic calming.
6. Commissioner McVoy requested the money be spent on speed limit data.

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

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION:

1) Update on the electric utility system

No update was provided.

B. CONSENT AGENDA:

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

C. PUBLIC HEARING:

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

D. NEW BUSINESS:

1) Florida Municipal Electric Association membership dues for Fiscal Year 2015-2016

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to approve the Florida Municipal Electric Association annual

membership dues for Fiscal Year 2015-2016 in the amount of \$33,345.

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

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia wished everyone a Happy New Year.

15. CITY MANAGER'S REPORT

A. January 19, 2016 – draft Commission agenda

City Manager Bornstein provided the following report:

- Commented that he was very excited about the upcoming year with “cool” things happening;
- There was good input from the community tonight and said he was upbeat and positive; and
- Wished everyone a Happy New Year.

Mayor Triolo commented that she was thankful no one was seriously hurt in the Tri-Rail accident on 6th Avenue South today.

16. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to adjourn the meeting at 9:32 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: January 19, 2016

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



AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Resolution No. 05-2016 - City Support for Enterprise Florida and the Creation of the Florida Enterprise Fund and other changes to Enterprise Florida

SUMMARY:

The Resolution provides for the City's support for Governor Scott's proposed changes to the Enterprise Florida program and the creation of the Florida Enterprise Fund as well as other improvements to encourage economic investment.

BACKGROUND AND JUSTIFICATION:

Enterprise Florida, Inc., is a public-private partnership between Florida's business and government leaders and is the principal economic development organization for Florida. Enterprise Florida has been integral to creating jobs in Florida; fostering diversification in the state's economy; and, empowering small businesses to invest and grow. Governor Scott has proposed a series of changes and improvements to Enterprise Florida including the creation of a Florida Enterprise Fund to further encourage economic investment in the state.

The Governor's proposals endorsed by Enterprise Florida include:

- Creating a new \$250 million competitive fund called the "Florida Enterprise Fund"
- Making the Florida Enterprise Fund a state trust fund to replace the existing escrow account to allow the state's investment to accrue more interest
- Increasing the Legislature's role in competing for job creation projects by requiring that any deal over \$1 million have the approval of the Speaker of the House and the Senate President, as well as the Governor
- Reforming the return on investment requirements by eliminating the use of waivers and requiring a 10 percent annualized return on top of the original amount invested in a company.
- Streamlining the state's approval process while continuing to ensure that NO tax dollars leave the state trust fund until a company meets specific job creation goals spelled out in their contract.

MOTION:

I move to approve/disapprove Resolution No. 05-2016

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

Press Release

MAYOR _____ ENDORSES GOVERNOR SCOTT'S PROPOSED REFORMS FOR ENTERPRISE FLORIDA

_____, Fla.—Today Mayor _____ announced his/her support for Governor Scott's proposed reforms for Enterprise Florida, including the creation of the Florida Enterprise Fund.

Mayor _____ said, "I'm proud to fully support Governor Scott's proposal to create the Florida Enterprise Fund and improve the economic development process at Enterprise Florida. Enterprise Florida has been integral to creating jobs in our community, such as _____. These reforms will continue to diversify our local economy, empower our small businesses, and create even more great jobs."

The Governor's proposals endorsed by Enterprise Florida include:

- Creating a new \$250 million competitive fund called the "Florida Enterprise Fund"
- Making the Florida Enterprise Fund a state trust fund to replace the existing escrow account to allow the state's investment to accrue more interest
- Increasing the Legislature's role in competing for job creation projects by requiring that any deal over \$1 million have the approval of the Speaker of the House and the Senate President, as well as the Governor
- Reforming the return on investment requirements by eliminating the use of waivers and requiring a 10 percent annualized return on top of the original amount invested in a company.
- Streamline the state's approval process while continuing to ensure that NO tax dollars leave the state trust fund until a company meets specific job creation goals spelled out in their contract.

Visit www.enterpriseflorida.com/contactyourlegislator today to voice your support.

1
2
3 RESOLUTION NO. 05-2016 OF THE CITY OF LAKE WORTH, FLORIDA,
4 DECLARING ITS SUPPORT FOR CREATION OF THE FLORIDA ENTERPRISE
5 FUND AND CHANGES TO ENTERPRISE FLORIDA TO FOSTER AND
6 ENCOURAGE ECONOMIC INVESTEMENT IN THE STATE OF FLORIDA;
7 PROVIDING AN EFFECTIVE DATE.

8
9 WHEREAS, the City has made a commitment to encouraging private
10 investment in the City;

11
12 WHEREAS, Enterprise Florida is integral in supporting private investment in
13 the State of Florida;

14
15 WHEREAS, Governor Scott has proposed the creation of the Florida
16 Enterprise Fund and other changes to Enterprise Florida to stimulate economic
17 investment in the State of Florida;

18
19 WEHREAS, the proposal creates a new \$250 million competitive state trust
20 fund; and

21
22 WHEREAS, the proposal also streamlines the State’s approval process
23 while ensuring that no tax dollars leave the Florida Enterprise Fund until job
24 creation goals are met; and

25
26 WHEREAS, Enterprise Florida is supportive of the Governor’s proposal.

27
28 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
29 THE CITY OF LAKE WORTH, FLORIDA, that:

30
31 Section 1. The City Commission of the City of Lake Worth, Florida, hereby
32 declares its support of Governor Scott’s proposal to create the Florida Enterprise
33 Fund and the changes to Enterprise Florida to foster and encourage economic
34 investment in the State of Florida.

35
36 Section 2. This Resolution shall become effective immediately upon its
37 passage.

38
39 The passage of this Resolution was moved by Commissioner
40 _____, seconded by Commissioner _____, and upon
41 being put to a vote, the vote was as follows:

- 42
43 Mayor Pam Triolo
44 Vice Mayor Scott Maxwell
45 Commissioner Christopher McVoy
46 Commissioner Andy Amoroso
47 Commissioner Ryan Maier
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The Mayor thereupon declared this Resolution duly passed and adopted on the 19th day of January, 2016.

LAKE WORTH CITY COMMISSION

By: _____
PAM TRIOLO, Mayor

ATTEST:

Pamela J. Lopez, Clerk



AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: Information Technology

EXECUTIVE BRIEF

TITLE:

Enterprise Licensing Agreement with ESRI for Geographic Information Systems (GIS)

SUMMARY:

This Agreement (including Amendment No. 1) authorizes the purchase of an enterprise agreement over a three year period through ESRI, the sole source supplier for ArcGIS Software in an amount not to exceed \$105,000.

BACKGROUND AND JUSTIFICATION:

The City currently uses ESRI for GIS citywide and is limited to 6 licenses total, 4 concurrent and 2 standalone. The current server needs to be upgraded and an additional server is required to meet the needs of the Electric Utilities and all other City Departments presently using the software such as Community Sustainability, Water Utilities and Public Services.

The enterprise license agreement allows the City to purchase the licenses over a three year period at the best available pricing with the following added benefits: Unlimited licenses for the products listed on the ESRI enterprise licensing agreement; a lower cost per unit for licensed software; substantially reduced administrative and procurement expenses; maintenance on all ESRI software deployed under the agreement; complete flexibility to deploy software products when and where needed; and, training and support.

Furthermore, this upgrade will facilitate the City improving its interface between GIS and the SunGard Naviline system, which will eventually allow the public to access much of the City's data directly from the city website. The goal is that within two (2) years there will be a mapping interface from the website to access all properties in the city either via an address or a map location to obtain City information. Data to be associated with each address or map location will include but not be limited to utility billing, zoning, future land use, historic designation, business licenses, building permits, code compliance, electoral districts, and City work orders for delivery of service. Additional benefits will be greater productivity and information sharing among departments and improved mapping services.

ESRI utilizes a standard template agreement as its enterprise licensing agreement. The City's Attorney requested two provisions to be added to the standard template (regarding the Palm Beach County IG and the Public Records law). To accommodate the City's Attorney request, ESRI prepared an Amendment No. 1 to its standard template agreement. The Agreement with Amendment No. 1 is attached.

MOTION:

I move to approve/disapprove a three year agreement with ESRI (including Amendment No. 1) for an amount not to exceed \$105,000.

ATTACHMENT(S):

Fiscal Impact Analysis

Sole Source Letter

Agreement with Amendment No. 1

Quote

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018
Capital Expenditures	\$35,000	\$35,000	\$35,000
Operating Expenditures	0	0	0
External Revenues	0	0	0
Program Income	0	0	0
In-kind Match	0	0	0
Net Fiscal Impact	\$35,000	\$35,000	\$35,000

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

Information Tech		Microsoft Enterprise Agreement				
Account Number (s)	Account Description	FY 2016 Budget	Available Project Balance	Budget Transfer	Agenda Expenses	Remaining Project Balance
510-1520-519.64-15	Capital - Information Tech	\$306,000	\$238,334	N/A	(\$30,000)	\$208,334
510-1520-519.52-65	Operating Supplies – Computer Software	\$328,765	\$116,970	N/A	(5,000)	\$111,970

C. Department Fiscal Review: ____NP____
Finance Review: ____CE____



SOLE SOURCE LETTER

**Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
Telephone: 909-793-2853, Ext. 1-1990
Email: jricks@esri.com**

DATE: December 18, 2015

TO: Nelly Peralta, City of Lake Worth

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,

A handwritten signature in blue ink that reads "J. Ricks".

Jackie Ricks
Contract Coordinator



Contracts & Legal Services Dept.
380 New York Street
Redlands, CA 92373
Voice 909.793.2853 Ext. 1-1990
jricks@esri.com



Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # 303361

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE LICENSE AGREEMENT
 COUNTY AND MUNICIPALITY
 (E214-2)**

This Agreement is by and between the organization identified in the Quotation ("Licensee") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions

ArcGIS for Desktop Advanced
 ArcGIS for Desktop Standard
 ArcGIS for Desktop Basic
 ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
 ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime Standard
 ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
 One (1) Esri CityEngine Advanced Single Use License
 One (1) Esri CityEngine Advanced Concurrent Use License
 One (1) ArcGIS Online Subscription
 One (1) Portal for ArcGIS Subscription

OTHER BENEFITS

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	Level 3
One (1) Portal for ArcGIS term subscription with specified named users as determined in the program description	Level 3
Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	7,500
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items.

**Additional sets of backup media may be purchased for a fee.

Licensee may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** Unless otherwise mutually agreed to, this Agreement is effective as of the date of the last signature on the signature page ("Effective Date") or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference.

Term of Agreement: 3 years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

CITY OF LAKE WORTH
(Licensee)

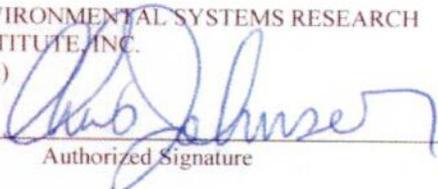
By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(Esri)

By: 
Authorized Signature

Printed Name: Chris Johnson
Manager, Commercial & Government Contracts

Title: _____

Date: 12/29/2015

LICENSEE CONTACT INFORMATION

Contact: Nelly Peralta / Lonnie Grazier

Telephone: 561-586-1783 / 561-533-7342

Address: 7 N Dixie Hwy

Fax: _____

City, State, Postal Code: Lake Worth, FL 33460

E-mail: nperalta@lakeworth.org
lgrazier@lakeworth.org

Country: USA

Quotation Number (if applicable): 20476211

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Licensee during the term of this Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Licensee.

"Technical Support" means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. The term of this Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified on the signature page, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the term of this Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure

funding through the legislative or governing body's approval process.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the term of this Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed for the term of this Agreement, but Licensee will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits specified in the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.
5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Licensee will issue an Ordering Document upon execution of this Agreement and annually thereafter in accordance with the Quotation. Payment will be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this Agreement. Esri's federal ID number is 95-2775-732.
- b. Upon receipt of the initial Ordering Document from Licensee, Esri will authorize download of the Products to Licensee for Deployment. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause the Fee to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables the Products to operate.

8.2 Order Requirements

- a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.



**Amendment 1 to
Small Enterprise License Agreement
County and Municipality (E214-2)
No. 303361**

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Amendment No. 1 is entered into by and between the **City of Lake Worth, Florida** ("Licensee") and **Environmental Systems Research Institute, Inc.** ("Esri").

WHEREAS, Esri and Licensee entered into a Small Enterprise License Agreement numbered 303361 (hereinafter "Agreement");

WHEREAS, due to changing business conditions the parties desire to amend the Agreement to change some of the standard terms and conditions; and

NOW THEREFORE, the parties agree:

(1) The Agreement is modified to include the following new article:

10.0—MISCELLANEOUS

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

10.2 Public Records. Pursuant to section 119.0701, Florida Statutes, Esri shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes.

Except as modified by this Amendment, all other terms in the Agreement are incorporated herein by this reference and remain unchanged unless modified by a separate signed Amendment.

Accepted and Agreed:

**CITY OF LAKE WORTH
(Licensee)**

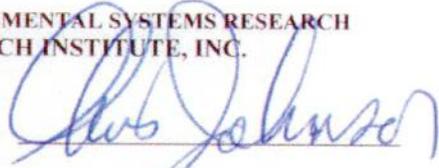
Signature: _____

Printed Name: _____

Title: _____

Date: _____

**ENVIRONMENTAL SYSTEMS RESEARCH
RESEARCH INSTITUTE, INC.
(Esri)**

Signature: 

Printed Name: **Chris Johnson**
Manager, Commercial & Government Contracts

Title: _____

Date: 12/29/15



Quotation # 20476211

Date: September 28, 2015

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
3325 Springbank Ln, Ste 200
Charlotte, NC 28226-3343
Phone: (704) 541-9810 Fax: (704) 541-7620
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 14515 Contract #

City of Lake Worth
IT Dept
120 N G St
Lake Worth, FL 33460

ATTENTION: Nelly Peralta
PHONE: (561) 533-7342
FAX:

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 09/28/2015 To: 03/26/2016*

Material	Qty	Description	Unit Price	Total
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement -First year payment	35,000.00	35,000.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement -Second year payment	35,000.00	35,000.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement -Third year payment	35,000.00	35,000.00
			Item Total:	105,000.00
			Subtotal:	105,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$105,000.00

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
116997	3	Small Enterprise License Agreement Training Package at ESRI Site 21 Days Prepaid ILT / ILV, Over 3 Year Term, Per Student Seat, 7 Days per Annum Instructor Led Training	3,500.00	10,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Robyn Garrett	Email: rgarrett@esri.com	Phone: (704) 541-9810 x8640
The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal , which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.		
<i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i>		



AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

First Amendment to an Agreement with Online Information Services, Inc. for collection services

SUMMARY:

This Amendment allows parking citations, due over 90 days, to be sent to Online Information Services, Inc. to collect outstanding parking fees owed the City.

BACKGROUND AND JUSTIFICATION:

Parking citations that are not paid within 90 days per ordinance, may be turned over to a collection agency. This accomplishes this by having Online Information Services, Inc. (which currently collects Utility fees for the City) collect fees for outstanding parking citations.

MOTION:

I move to approve/not approve the First Amendment to an Agreement with Online Information Services.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Amendment

**FIRST AMENDMENT TO AGREEMENT WITH ONLINE INFORMATION SERVICES,
INC.
(Collection Services)**

THIS FIRST AMENDMENT (“Amendment” hereafter) is made as of the _____ day of _____, 2016, 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, (“CITY” hereafter), and ONLINE INFORMATION SERVICES, INC., P.O. Box 1489, Winterville, NC 28590 a company authorized to do business in the State of Florida (“CONTRACTOR” hereafter).

RECITALS

WHEREAS, pursuant to a written Agreement dated May 24, 2013 (“Agreement” hereafter) the CONTRACTOR agreed to furnish collection services to the CITY for certain types of claims; and,

WHEREAS, the CITY and CONTRACTOR desire to add claims for overdue/unpaid parking citations to the list of items that are subject to collections.

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. Collection Services. The parties agree that claims for overdue/unpaid parking citations, including administrative costs, if any, may be referred to CONTRACTOR for collection, in accordance with the terms and conditions of the agreement.
3. Entire Agreement. The CITY and the CONTRACTOR agree that this Amendment and the Agreement 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.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the Mayor.
5. 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.

6. 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 CITY and CONTRACTOR hereto have made and executed this First Amendment to the Agreement for collection services 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:
CJ Dora For

Glen J. Torcivia, City Attorney

CONTRACTOR:

ONLINE INFORMATION SERVICES, INC.

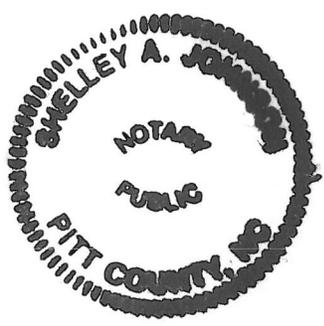
[Corporate Seal]

By: John W. Blair
Print Name: John Blair
Title: President

STATE OF North Carolina)
COUNTY OF Pitt)

The foregoing instrument was acknowledged before me this 15th day of December 2015 by John W. Blair, as President (title), of Online Information Services, Inc., a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following personally know as identification.

Shelley A. Johnson
NOTARY PUBLIC
My Commission: August 13, 2018





AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: Water Utilities

EXECUTIVE BRIEF

TITLE:

Dedication of Utility Easement by Woodspring Suites West Palm Beach Florida South Lake Worth LLC to the City

SUMMARY:

Pursuant to the conditions of approval for the Value Place Hotel project, Woodspring Suites West Palm Beach Florida South Lake Worth LLC is dedicating a utility easement to the City.

BACKGROUND AND JUSTIFICATION:

Woodspring Suites West Palm Beach Florida South Lake Worth LLC recently constructed the Value Place Hotel project located at 2171 10th Avenue North. The City of Lake Worth currently owns and maintains public utilities that traverse the property, and is requiring a fifteen foot wide Utility Easement be dedicated to provide unrestricted access to the City of Lake Worth for all associated utility maintenance, repair and new installations.

MOTION:

I move to approve/disapprove the Utility Easement by and between Woodspring Suites West Palm Beach Florida South Lake Worth LLC and the City of Lake Worth

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Easement Agreement

Return to:
City of Lake Worth
City Clerk
7 North Dixie Hwy.
Lake Worth, FL 34460

UTILITY EASEMENT

THIS UTILITY EASEMENT is made this ____ day of _____ 2016, by and between Woodspring Suites West Palm Beach Florida South Lake Worth LLC ("Grantor") and **CITY OF LAKE WORTH**, a Florida municipal corporation ("City")

WITNESSETH

WHEREAS, the Grantor is the owner of property generally located at 2177 10th Avenue, Lake Worth, Florida, and as legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City desires an unrestricted and nonexclusive easement for public utility purposes through the Property as described and mapped in Exhibit "B" attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, the public utilities to be placed in the Easement Area may provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

WHEREAS, the Grantor is willing to grant such easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and other valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor and the City, the Grantor grants unto the City, its licensees, agents, successors and assigns:

A perpetual, unrestricted and nonexclusive easement in, over, under, through, upon and across the Easement Area for the purpose of providing utility services to and from properties or lands or maintain the same, which may include the Property, also for the City to provide utility service to properties which may not be contiguous to the Easement Area, including the right to lay, or cause to be laid, and to maintain utility pipes, mains, appurtenances and devices; to maintain, repair, rebuild, operate and control utility transmission lines; the right to clear said Easement Area and keep it clear of brush, trees, and permanent structures and fire hazards; together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement Area hereby granted, and all rights and privileges incident thereto; and, the permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace utility facilities within the Easement Area.

TO HAVE AND TO HOLD the said Easement, unto the City, its licensees, agents, successors and assigns forever. It being expressly understood, however, that in the event the City, its licensees, successors and assigns, abandons or vacates the easement herein granted, that the same shall revert back to Grantor, its heirs, successors or assigns.

By accepting this Easement, the City agrees: (a) to perform all work undertaken by the City within the Easement Area in a good and workmanlike manner and to promptly complete all work within the Easement Area; (b) to restore any of the Property disturbed by work undertaken by the City for purposes of construction, removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work; (c) to not unreasonably interfere with the use of the Property by Grantor or any of Grantor's tenants, invitees or guests; and (d) to be responsible for all costs associated with the City's construction, removal, demolition and/or maintenance pursuant to this Easement.

Signed, sealed and delivered
In the presence of:

woodspring Suites West Palm Beach
Florida South Lake Worth LLC (Owner)

[Signature]
Signature of Witness

Scott Frey

Print Name: Scott Frey
Print Title: UP Controller

JERRY PROCTOR
Printed Name of Witness

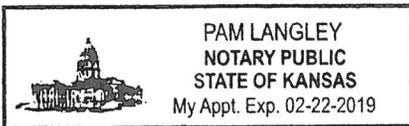
[Corporate Seal]

Abby McGrogan
Signature of Witness

Abby McGrogan
Printed Name of Witness

STATE OF FLORIDA Kansas)
COUNTY OF Sedgewick)

The foregoing instrument was acknowledged before me this 1st day of December, 2015, by Scott Frey, who is personally known to me or who has produced _____ as identification and who did not take an oath.



[Signature]
Notary Public

The City of Lake Worth accepted the foregoing Easement on _____, 2015.

City of Lake Worth

Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Pam Lopez, City Clerk

[Signature]
Glen J. Torcivia, City Attorney

EXHIBIT "A"
Legal Description of Property

A PORTION OF TRACTS 32 AND 33 OF MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE 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:

PARCEL 1

THE EAST 155 FEET OF TRACT 33 TOGETHER WITH THE WEST 1.16 FEET OF TRACT 32 OF MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2

FROM A POINT 15 FEET SOUTH OF THE NORTH LINE AND 25 FEET EAST OF THE WEST LINE OF TRACT 33, OF MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN SOUTH ON A LINE PARALLEL TO THE EAST LINE OF TRACT, 165 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 75 FEET TO A POINT; THENCE RUN EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID TRACT; 150 FEET TO A POINT; THENCE RUN NORTH ON A LINE PARALLEL TO THE EAST LINE OF TRACT, 75 FEET TO A POINT; THENCE RUN WEST PARALLEL TO THE NORTH LINE OF TRACT, 150 FEET TO THE POINT OF BEGINNING.

PARCEL 3

COMMENCING AT A POINT 15 FEET SOUTH OF THE NORTH LINE AND 25 FEET EAST OF THE WEST LINE OF TRACT 33, OF MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE SOUTH 1 DEGREES 24'14" WEST ALONG A LINE (SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF BOUTWELL ROAD) PARALLEL WITH AND 25 FEET EAST OF THE WEST LINE OF SAID TRACT 33, A DISTANCE OF 165 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1 DEGREE 24'14" WEST A DISTANCE OF 75 FEET; THENCE SOUTH 88 DEGREES 07'49" EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 33, A DISTANCE OF 0.06 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED BOOK 1096 PAGE 473 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE NORTH 1 DEGREE 23'21" EAST A DISTANCE OF 75 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE NORTH 88 DEGREES 07'49" WEST PARALLEL TO THE NORTH LINE OF SAID TRACT 33, A DISTANCE OF 0.04 FEET TO THE EAST RIGHT OF WAY LINE OF BOUTWELL ROAD AND THE POINT OF BEGINNING.

(CONTINUES ON NEXT PAGE)

(CONTINUED FROM PREVIOUS PAGE)

PARCEL 4

COMMENCING AT A POINT 15 FEET SOUTH OF THE NORTH LINE AND 25 FEET EAST OF THE WEST LINE OF TRACT 33, OF MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID TRACT 33, A DISTANCE OF 165 FEET TO A POINT; THENCE CONTINUE SOUTH 75 FEET TO A POINT; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF TRACT 33, A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST ALONG THE SAME LINE A DISTANCE OF 0.52 FEET, MORE OR LESS TO APPOINT IN THE WEST LINE OF THE EAST 155 FEET OF TRACT 33; THENCE NORTH ALONG THE WEST LINE OF THE EAST 155 FEET OF TRACT 33 A DISTANCE OF 75 FEET, THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE TO TRACT 33 A DISTANCE OF 0.52 FEET, MORE OR LESS TO A POINT IN THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN CORRECTIVE WARRANTY DEED FROM ARTHUR E. GALSWORTHY AN MAUD A. GALSWORTHY, HIS WIFE TO GEORGE M. MOSS AN HELEN L. MOSS, HIS WIFE DATED AUGUST 20, 1954 AND RECORDED JUNE 9, 1955 IN DEED BOOK 1096 PAGE 473, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA THENCE SOUTH ALONG THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN SAID CORRECTIVE WARRANTY DEED A DISTANCE OF 75 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EASEMENT PARCEL

AN 11.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACTS 32 AND 33, MODEL LAND CO. SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT 33 AND THE SOUTH RIGHT-OF-WAY LINE OF 10TH AVENUE NORTH SAID LINE LYING 40.00 FEET SOUTH OF THE CENTERLINE OF SAID 10TH AVENUE NORTH; THENCE SOUTH $01^{\circ}24'30''$ WEST ALONG SAID EAST LINE OF TRACT 33 ALSO BEING THE WEST LINE OF SAID TRACT 32 FOR 174.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $88^{\circ}35'30''$ EAST 1.16 FEET TO A POINT A LINE LYING 1.16 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF TRACT 33; THENCE SOUTH $01^{\circ}24'30''$ WEST ALONG SAID PARALLEL LINE FOR 11.00 FEET; THENCE NORTH $88^{\circ}35'30''$ WEST 11.00 FEET TO A POINT ON A LINE LYING 9.84 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF TRACT 33; THENCE NORTH $01^{\circ}24'30''$ EAST ALONG SAID PARALLEL LINE FOR 11.00 FEET; THENCE SOUTH $88^{\circ}35'30''$ EAST 9.84 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAINING 2.5172 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT "B"

Legal Description and Survey of Easement Area

A PORTION OF TRACT AND 33, MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE 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:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 33; THENCE S01°24'14"W ALONG THE WEST LINE OF SAID TRACT 33, A DISTANCE OF 193.43 FEET; THENCE S88°35'46"E, A DISTANCE OF 25.00 FEET TO A POINT ALONG A LINE 25 FEET EAST OF AND PARALLEL TO SAID WEST LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE S88°07'49"E, A DISTANCE OF 172.95 FEET; THENCE N01°24'30"E, A DISTANCE OF 111.67 FEET; THENCE N23°54'30"E, A DISTANCE OF 59.52 FEET; THENCE S88°35'41"E, A DISTANCE OF 60.27 FEET; THENCE N46°23'22"E, A DISTANCE OF 15.28 FEET TO A POINT ALONG A LINE 15 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 33; THENCE S88°07'49"E ALONG SAID LINE, A DISTANCE OF 14.00 FEET; THENCE S01°24'30"W, A DISTANCE OF 26.73 FEET; THENCE N88°07'49"W, A DISTANCE OF 12.00 FEET; THENCE N01°24'30"E, A DISTANCE OF 0.94 FEET; THENCE N88°35'41"W, A DISTANCE OF 45.49 FEET; THENCE S01°24'19"W, A DISTANCE OF 22.36 FEET; THENCE N88°35'23"W, A DISTANCE OF 10.00 FEET; THENCE N01°24'19"E, A DISTANCE OF 22.36 FEET; THENCE N88°35'41"W, A DISTANCE OF 7.56 FEET; THENCE S23°54'30"W, A DISTANCE OF 46.52 FEET; THENCE S01°24'30"W, A DISTANCE OF 194.34 FEET; THENCE S88°35'30"E, A DISTANCE OF 26.67 FEET; THENCE S01°24'30"W, A DISTANCE OF 15.00 FEET; THENCE N88°35'30"W, A DISTANCE OF 41.67 FEET; THENCE N01°24'30"E, A DISTANCE OF 85.65 FEET; THENCE N88°07'49"W, A DISTANCE OF 172.95 FEET TO A POINT ALONG A LINE 25 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID TRACT 33; THENCE N01°24'14"E ALONG SAID LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF LAKE WORTH, PALM BEACH COUNTY, FLORIDA. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF N88°07'49"W ALONG THE NORTH LINE OF TRACT 33, PLAT OF MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PLAT BOOK 5, PAGE 79, PALM BEACH COUNTY RECORDS.
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.

DESCRIPTION:

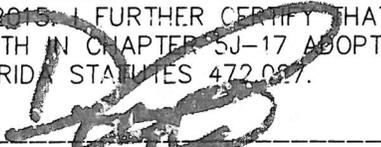
A PORTION OF TRACT AND 33, MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 33; THENCE S01°24'14"W ALONG THE WEST LINE OF SAID TRACT 33, A DISTANCE OF 193.43 FEET; THENCE S88°35'46"E, A DISTANCE OF 25.00 FEET TO A POINT ALONG A LINE 25 FEET EAST OF AND PARALLEL TO SAID WEST LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE S88°07'49"E, A DISTANCE OF 172.95 FEET; THENCE N01°24'30"E, A DISTANCE OF 111.67 FEET; THENCE N23°54'30"E, A DISTANCE OF 59.52 FEET; THENCE S88°35'41"E, A DISTANCE OF 60.27 FEET; THENCE N46°23'22"E, A DISTANCE OF 15.28 FEET TO A POINT ALONG A LINE 15 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 33; THENCE S88°07'49"E ALONG SAID LINE, A DISTANCE OF 14.00 FEET; THENCE S01°24'30"W, A DISTANCE OF 26.73 FEET; THENCE N88°07'49"W, A DISTANCE OF 12.00 FEET; THENCE N01°24'30"E, A DISTANCE OF 0.94 FEET; THENCE N88°35'41"W, A DISTANCE OF 45.49 FEET; THENCE S01°24'19"W, A DISTANCE OF 22.36 FEET; THENCE N88°35'23"W, A DISTANCE OF 10.00 FEET; THENCE N01°24'19"E, A DISTANCE OF 22.36 FEET; THENCE N88°35'41"W, A DISTANCE OF 7.56 FEET; THENCE S23°54'30"W, A DISTANCE OF 46.52 FEET; THENCE S01°24'30"W, A DISTANCE OF 194.34 FEET; THENCE S88°35'30"E, A DISTANCE OF 26.67 FEET; THENCE S01°24'30"W, A DISTANCE OF 15.00 FEET; THENCE N88°35'30"W, A DISTANCE OF 41.67 FEET; THENCE N01°24'30"E, A DISTANCE OF 85.65 FEET; THENCE N88°07'49"W, A DISTANCE OF 172.95 FEET TO A POINT ALONG A LINE 25 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID TRACT 33; THENCE N01°24'14"E ALONG SAID LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF LAKE WORTH, PALM BEACH COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON DECEMBER 4, 2015. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.



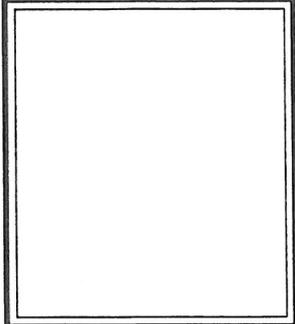
DAVID P. LINDLEY, P.L.S.
REG. LAND SURVEYOR #5005
STATE OF FLORIDA - LB #3591

SHEET 1 OF 3

CAULFIELD & WHEELER, INC.



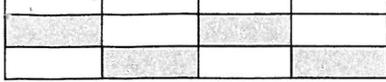
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	12-4-15
DRAWN BY	RW
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6876 UE

**VALUE PLACE UTILITY EASEMENT
LAKE WORTH, FLORIDA
SKETCH OF DESCRIPTION**

50 25 0 25 50



GRAPHIC SCALE
(IN FEET)

LEGEND

- P.B. - PLAT BOOK
- PG. - PAGE
- P.O.B. - POINT OF BEGINNING
- ☉ - CENTERLINE



POINT OF COMMENCEMENT

NW CORNER TRACT 33
(P.B. 5, PG. 79)

10TH AVENUE NORTH
(RIGHT-OF-WAY WIDTH VARIES)

N. LINE TRACT 33
N88°07'49"W
(BEARING BASIS)

40'

PORTION OF TRACT 33
(P.B. 5, PG. 79)

SEE DETAIL
SHEET 3

193.43'
S01°24'14"W
W. LINE TRACT 33

25'
15'

N23°54'30"E
59.52'

S23°54'30"W
46.52'

10' S.E.

P.O.B. S88°07'49"E 172.95'

111.67'
N01°24'30"E

194.34'
S01°24'30"W

N88°35'46"W
25.00'
N01°24'14"E
15.00'

N88°07'49"W 172.95'

85.65'
N01°24'30"E

S88°35'30"E
26.67'

PORTION OF TRACT 33
(P.B. 5, PG. 79)

41.67'
N88°35'30"W
15.00'
S01°24'30"W

BOUTWELL ROAD
(50' RIGHT-OF-WAY)

SHEET 2 OF 3



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 12-4-15

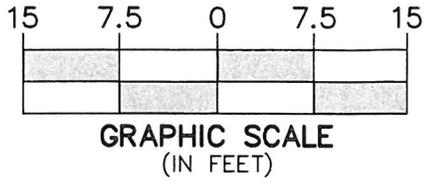
DRAWN BY RW

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 6876 UE

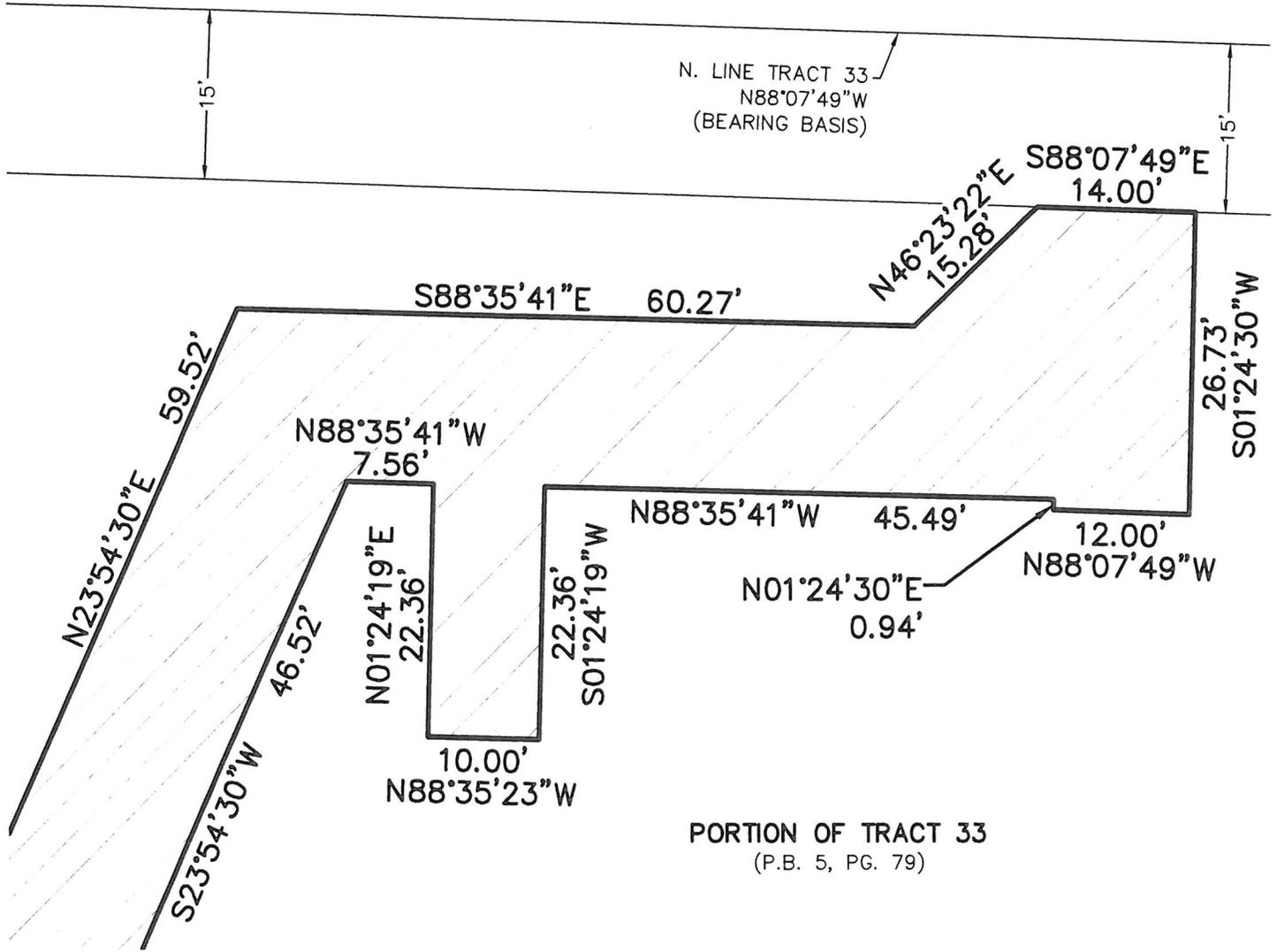
**VALUE PLACE UTILITY EASEMENT
LAKE WORTH, FLORIDA
SKETCH OF DESCRIPTION**



LEGEND

P.B. - PLAT BOOK
PG. - PAGE

10TH AVENUE NORTH
(RIGHT-OF-WAY WIDTH VARIES)



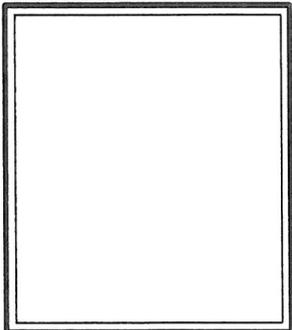
PORTION OF TRACT 33
(P.B. 5, PG. 79)

DETAIL FROM SHEET 2

SHEET 3 OF 3

CAULFIELD & WHEELER, INC.

 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	12-4-15
DRAWN BY	RW
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6876 UE

VALUE PLACE UTILITY EASEMENT
LAKE WORTH, FLORIDA
SKETCH OF DESCRIPTION



AGENDA DATE: January 19, 2016 Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Appoint a member to the Police and Employee Retirement Pension Boards

SUMMARY:

This item is to appoint Acting Finance Director Corrinne Elliott to the Police and Employee Retirement Pension Boards as the senior management staff board member.

BACKGROUND AND JUSTIFICATION:

On December 1, 2010, the City Commission adopted Ordinance No. 2010-20 which amended the Police Retirement Pension Board and Employee Retirement Pension Board composition to replace the Finance Director as a member to a senior management staff appointed by the City Commission. This member has no term expiration and continues to serve at the pleasure of the City Commission.

MOTION:

I move to appoint Corrinne Elliott to the Police Retirement Pension Board and to the Employee Retirement Pension Board as the senior management staff board member.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable



AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: City Attorney

EXECUTIVE BRIEF

TITLE:

First Amendment to Retail Lease with Shore Restaurants of Lake Worth, LLC (Mulligans)

SUMMARY:

This First Amendment to the Retail Lease is to provide the City's consent to an assignment to a new corporate entity (Mulligans Lake Worth Acquisition, LLC) with George Hart remaining as manager, operator and guarantor.

BACKGROUND AND JUSTIFICATION:

The City and Shore Restaurants of Lake Worth, LLC (Mulligans Beach House Bar & Grill) entered a retail lease on March 19, 2012 for the operation of a restaurant at the City's Casino Building (units #7 and #8). Since the effective date of the retail lease, George Hart, the managing member of Shore Restaurants of Lake Worth, LLC, has been managing and operating the restaurant. Mr. Hart has also been the original Guarantor under the retail lease for all obligations related to the lease. In December 2015, Mr. Hart's attorney, Cynthia Angelos, approached the City Attorney about an assignment of the retail lease to a new corporate entity involving Mr. Hart and JPB Capital Partners, L.P. The proposed assignment would have the new corporate entity, Mulligans Lake Worth Acquisition, LLC, a Delaware Corporation registered to conduct business in the State of Florida, become the Tenant with Mr. Hart continuing to manage and operate the restaurant and remain as the Guarantor for all obligations under the lease. Ms. Angelos has submitted documentation as required under the lease for the proposed assignment. The documentation includes:

1. A cover letter providing the name and address of the proposed assignee;
2. A copy of the executed assignment agreement and acknowledgement as to no additional amounts received by the Mulligans (as the assignor) for the assignment;
3. A statement as to the continued use of the space as Mulligans Beach House Bar & Grill (i.e., not changing the character or use of space);
4. A statement as to the corporate entities involved and financial information on JPB Capital Partners; and,
5. The \$1,000 administrative fee required to be paid to the City for the consideration of the assignment.

In order to document the proposed assignment, the City Attorney with Ms. Angelos has prepared the attached First Amendment to the Retail Lease. The proposed First Amendment includes the City's consent to the assignment but notes that Shore Restaurants of Lake Worth, LLC, and Mr. Hart, remain as obligated parties to the lease. The First Amendment also addresses further administrative matters related to the assignment (new notice provision; new tenant name; and, the requirement for new certificates of insurance and letter of credit).

While the City retains the absolute discretion as to whether to consent to the assignment under the lease, City staff is supportive of the assignment in view of its good working relationship with Mulligans and its continued success at the Casino.

MOTION:

I move to approve the First Amendment to the Retail Lease with Shore Restaurants of Lake Worth, LLC (Mulligans).

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

First Amendment to Retail Lease

Financial Statements

Acknowledgement of Parties

Assignment and Assumption

Cover Letter from Cynthia Angelos, attorney for Mulligans

FIRST AMENDMENT TO RETAIL LEASE

THIS FIRST AMENDMENT TO RETAIL LEASE (“First Amendment”) is made effective on the ___ day of January, 2016 (“Effective Date”), by and between the CITY OF LAKE WORTH, a Florida Municipal Corporation (“Landlord”) and SHORE RESTAURANTS OF LAKE WORTH, LLC, a Florida Limited Liability Company (“Tenant/Assignor”) and MULLIGANS LAKE WORTH ACQUISITIONS, LLC, a Delaware Corporation registered to do business in the State of Florida (“Tenant/Assignee”) (collectively Landlord, Tenant/Assignor and Tenant/Assignee are referred to as the “Parties”).

RECITALS

WHEREAS, on March 19, 2012, the Landlord and Tenant/Assignor entered a retail lease for Units #7 and #8 at the Lake Worth Municipal Casino Building (“Retail Lease”); and

WHEREAS, since the effective date of the Retail Lease, Tenant/Assignor, by and through its managing member George Hart, has operated Mulligans Beach House Bar & Grill at the Casino; and

WHEREAS, George Hart was also the original Guarantor under the Retail Lease for all Tenant/Assignor’s obligations under the Retail Lease;

WHEREAS, in December 2015, Tenant/Assignor contacted the City about an assignment of the Retail Lease to the Tenant/Assignee with George Hart remaining as the manager and operator of Mulligans Beach House Bar & Grill at the Casino; and

WHEREAS, under the proposed assignment George Hart will also remain as the Guarantor under the Retail Lease; and

WHEREAS, the Parties desire to amend the Retail Lease to address the assignment and related matters.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in the Retail Lease and this First Amendment, and for other good and valuable consideration, the receipt of which the Parties expressly acknowledge, the Parties and agree to amend the Retail Lease as follows:

1. **Recitals:** The foregoing recitals are hereby incorporated into this First Amendment as true and correct statements of the Parties.
2. **No Default:** The Parties agree that the Retail Lease remains in full force and effect, that there are no defaults or disagreements with regard to the terms and conditions set forth in the Retail Lease.
3. **Amended Sections:** The following amendments are made to the Retail Lease:
 - a. Section 1.2, *Tenant*, is deleted in full and amended to state, “Mulligans Lake Worth Acquisitions, LLC”.
 - b. Section 1.19, *Tenant’s Notice Address*, is deleted in full and amended to state, “Mulligans Acquisition Inc., 8820 Columbia 100 Parkway, Columbia, MD 21045; with copy to George Hart, 1038 S.E. Ocean Blvd., Stuart, FL 34996 and Cynthia Angelos, Esq., P.O. Box 9163 Port St. Lucie, FL 34986”.

4. The Parties agree to and the Landlord consents to the assignment of the Retail Lease to the Tenant/Assignee, Mulligans Lake Worth Acquisitions, LLC. However, nothing in this Amendment or the Landlord's consent to the assignment shall be interpreted or construed as the Landlord's waiver of the Retail Lease requirement that the Tenant/Assignor and Guarantor remain fully liable for all obligations under the Retail Lease following the assignment.
5. Within thirty (30) days of the effective date of this First Amendment, Tenant/Assignee shall provide the Landlord with an updated letter of credit and certificates of insurance as provided in the Retail Lease.
6. **Agreement Unchanged.** Except as amended herein, all other provisions of the Retail Lease shall remain in full force and effect.
7. **Controlling Documents.** To the extent that there exists a conflict between this First Amendment and the Retail Lease, the terms and conditions of this First Amendment shall prevail. Whenever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.
8. **Entire Agreement.** The Parties agree that the Retail Lease and the First Amendment represent the entire agreement between the parties and supersede all other negotiations, representations, or agreements, either written or verbal.
9. **Counterparts.** Each party may sign one copy of this First Amendment and together, whether by signed original or facsimiled or e-mailed copy, the signed copies shall constitute one, fully executed First Amendment.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Retail Lease to be executed by their duly authorized representatives on the date(s) set forth below.

CITY OF LAKE WORTH, FLORIDA

Witness:

By: _____
Print Name: _____

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

**TENANT/ASSIGNOR:
SHORE RESTAURANTS OF LAKE WORTH, LLC**

Witnesses:

By: _____
Print Name: _____

By: _____
George Hart,
Managing Member

By: _____
Print Name: _____

[Corporate Seal]

Witnesses:

**TENANT/ASSIGNEE:
MULLIGANS LAKE WORTH ACQUISITION,
LLC**

By: _____
Print Name: _____

By: _____
Gregory C. Carey,
Member

By: _____
Print Name: _____

[Corporate Seal]

FINANCIAL STATEMENTS

JPB Capital Partners III, L.P.
Year Ended December 31, 2014 and the
Period From July 1, 2013 (Date of Inception)
through December 31, 2013
With Report of Independent Auditors

Ernst & Young LLP



Building a better
working world

JPB Capital Partners III, L.P.

Financial Statements

Year Ended December 31, 2014 and the Period From July 1, 2013 (Date of Inception)
through December 31, 2013

Contents

Report of Independent Auditors..... 1

Financial Statements

Statements of Assets and Liabilities 3

Schedules of Investments..... 4

Statements of Operations 6

Statements of Changes in Partners' Capital..... 7

Statements of Cash Flows..... 8

Notes to Financial Statements..... 9



Report of Independent Auditors

The Partners
JPB Capital Partners III, L.P.

We have audited the accompanying financial statements of JPB Capital Partners III, L.P. (the Partnership), which comprise the statements of assets and liabilities including the schedules of investments, as of December 31, 2014 and 2013, and the related statements of operations, changes in partners' capital, and cash flows for the year ended December 31, 2014 and the period from July 1, 2013 (date of inception) through December 31, 2013, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Partnership's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Partnership's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.



We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of JPB Capital Partners III, L.P. at December 31, 2014 and 2013, and the results of its operations, its cash flows, and changes in its partners' capital for the year ended December 31, 2014 and the period from July 1, 2013 (date of inception) through December 31, 2013, in conformity with U.S. generally accepted accounting principles.

Ernst & Young LLP

March 31, 2015

JPB Capital Partners III, L.P.

Statements of Assets and Liabilities

	December 31	
	2014	2013
Assets		
Investment, at fair value (cost of \$2,114,766 as of December 31, 2014 and 2013)	\$ 2,114,766	\$ 2,114,766
Cash and cash equivalents	41,875	56,258
Other current assets	4,427	4,019
Total assets	<u>\$ 2,161,068</u>	<u>\$ 2,175,043</u>
Liabilities and partners' capital		
Liabilities:		
Accrued expenses	\$ 28,925	\$ 35,000
Due to JPB Partners, LLC	354,965	350,000
Total liabilities	<u>383,890</u>	<u>385,000</u>
Partners' capital:		
General partner	—	—
Limited partners	1,777,178	1,790,043
Total partners' capital	<u>1,777,178</u>	<u>1,790,043</u>
Total liabilities and partners' capital	<u>\$ 2,161,068</u>	<u>\$ 2,175,043</u>

See accompanying notes.

JPB Capital Partners III, L.P.

Schedule of Portfolio Investments

December 31, 2014

Investments	Location	Industry	Description of Security	Shares	Cost	Valuation
Portfolio investments, not readily marketable (privately held)						
Value Drycleaners of America, LLC (Fair value represents 119% of net assets)	Mid-Atlantic	Dry Cleaning	55.97% Membership Interest	5,597,315	\$ 2,114,766	\$ 2,114,766
Total portfolio investments, not readily marketable					<u>2,114,766</u>	<u>2,114,766</u>
Total portfolio investments					<u>\$ 2,114,766</u>	<u>\$ 2,114,766</u>

See accompanying notes.

JPB Capital Partners III, L.P.

Schedule of Portfolio Investments

December 31, 2013

Investments	Location	Industry	Description of Security	Shares	Cost	Valuation
Portfolio investments, not readily marketable (privately held)						
Value Drycleaners of America, LLC (Fair value represents 118% of net assets)	Mid-Atlantic	Dry Cleaning	55.97% Membership Interest	5,597,315	\$ 2,114,766	\$ 2,114,766
Total portfolio investments, not readily marketable					<u>2,114,766</u>	<u>2,114,766</u>
Total portfolio investments					<u>\$ 2,114,766</u>	<u>\$ 2,114,766</u>

See accompanying notes.

JPB Capital Partners III, L.P.

Statements of Operations

	Year Ended December 31, 2014	Period from July 1 (inception) through December 31, 2013
Expenses:		
Management fee	\$ 411,500	\$ 205,750
Organizational costs	–	350,000
Professional expenses	18,959	38,035
Other fund operating and transaction-related expenses	13,056	2,872
Total expenses	<u>443,515</u>	<u>596,657</u>
Net investment loss	<u>(443,515)</u>	<u>(596,657)</u>
 Decrease in partners' capital resulting from operations	 <u><u>\$ (443,515)</u></u>	 <u><u>\$ (596,657)</u></u>

See accompanying notes.

JPB Capital Partners III, L.P.

Statement of Changes in Partners' Capital

	General Partner	Limited Partners	Total
Partners' capital at July 1, 2013 (inception)	\$	-	\$ -
Capital contributions	-	2,386,700	2,386,700
Net investment loss	-	(596,657)	(596,657)
Partners' capital at December 31, 2013	-	1,790,043	1,790,043
Capital contributions	-	430,650	430,650
Net investment loss	-	(443,515)	(443,515)
Partners' capital at December 31, 2014	\$	\$ 1,777,178	\$ 1,777,178

See accompanying notes.

JPB Capital Partners III, L.P.

Statements of Cash Flows

	Year Ended December 31, 2014	Period from July 1 (inception) through December 31, 2013
Operating activities		
Decrease in partners' capital resulting from operations	\$ (443,515)	\$ (596,657)
Adjustments to reconcile net decrease in partners' capital resulting from operations to net cash used in operating activities:		
Purchase of investments	–	(2,114,766)
Increase in other current assets	(408)	(4,019)
Change in accrued expenses	(6,075)	35,000
Increase in due to JPB Partners, LLC	4,965	350,000
Net cash used in operating activities	<u>(445,033)</u>	<u>(2,330,442)</u>
Financing activities		
Contributions from partners	<u>430,650</u>	<u>2,386,700</u>
Net cash provided by financing activities	<u>430,650</u>	<u>2,386,700</u>
Net (decrease) increase in cash and cash equivalents	<u>(14,383)</u>	<u>56,258</u>
Cash and cash equivalents		
Beginning of the period	<u>56,258</u>	<u>–</u>
End of the period	<u>\$ 41,875</u>	<u>\$ 56,258</u>

See accompanying notes.

JPB Capital Partners III, L.P.

Notes to Financial Statements

December 31, 2014

1. Organization and Summary of Significant Accounting Policies

JPB Capital Partners III, L.P. (the Partnership) is a Delaware limited partnership that was formed on July 1, 2013, as a private equity investment fund that makes equity investments in established lower-middle-market businesses, primarily in the Mid-Atlantic and Southeast regions of the United States. Total committed capital of the Partnership as of December 31, 2014 and 2013 was \$20,575,000. As of December 31, 2014 and 2013, the Partnership had received total contributed capital of \$2,817,350 and \$2,386,700, representing 13.7% and 11.6% of the total committed capital, respectively. Subsequent to December 31, 2014, the Partnership received additional commitments of \$1,575,000. The Partnership will continue until June 30, 2021, unless sooner dissolved pursuant to the terms of the Partnership agreement or by operation of law. The Partnership may be extended until June 30, 2023, under the terms of the Partnership Agreement.

JPB Capital Partners III GP, LLC (the General Partner) is responsible for the management and operation of the Partnership including the formulation of investment policies. The General Partner has engaged JPB Partners, LLC (the Management Company) to manage the affairs of the Partnership. The Management Company has formed an investment committee to assist in investment decisions. The investment committee is responsible for the investment-related decisions of the Partnership. The Management Company is assisted by a management team consisting of successful professionals and entrepreneurs with significant backgrounds in the industries in which the Partnership seeks investments.

Basis of Accounting

The financial statements of the Partnership are prepared on the accrual basis of accounting in accordance with United States generally accepted accounting principles (U.S. GAAP). Management has determined that the Partnership is an investment company for the purposes of financial reporting. U.S. GAAP for an investment company requires investments to be recorded at estimated fair value. The unrealized gains and/or losses in the investments' fair value are recognized on a current basis in the statement of operations. The carrying value for all other assets and liabilities approximates their fair value.

JPB Capital Partners III, L.P.

Notes to Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. As explained below, the financial statements include portfolio investments whose values have been estimated by the General Partner in the absence of readily ascertainable market values. Because of the inherent uncertainty of valuation, those estimated values may differ significantly from the values that would have been used had a ready market for the investments existed, and it is reasonably possible that the differences could be material.

Investments

The Partnership accounts for investments at fair value in accordance with Accounting Standards Codification (ASC) Topic 820 (ASC 820). ASC 820 defines fair value, establishes a framework for measuring fair value under U.S. GAAP, and requires disclosures about fair value measurements. This standard clarifies that fair value is the amount that would be exchanged to sell an asset or transfer a liability in an orderly transaction between market participants at the measurement date.

This standard establishes a three-level hierarchal disclosure framework which prioritizes and ranks the level of observability of inputs used in measuring investments at fair value. The observability of inputs is affected by a number of factors, including the type of investment and the characteristics specific to the investment. Investments with readily available quoted prices or for which fair value can be measured from quoted prices in active markets will generally have a higher degree of market price observability and a lesser degree of judgment applied in determining fair value.

The three-level hierarchy for fair value measurement is defined as follows:

- Level I – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date. The type of investments included in Level I would include unrestricted securities listed in active markets. The Partnership does not adjust the quoted price for these investments, even in situations where the Partnership holds a large position.

JPB Capital Partners III, L.P.

Notes to Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

- Level II – Inputs to the valuation methodology are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date. Investments which are included in this category would include restricted securities listed in active markets, securities traded in other than active markets, derivatives, corporate bonds, and loans.
- Level III – Inputs to the valuation methodology are unobservable and significant to overall fair value measurement. The inputs into the determination of fair value require significant judgment or estimation by the General Partner. Investments that are included in this category would include investments in privately held portfolio companies.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, an investment's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement. The General Partner's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the investment.

The following table summarizes the Partnership's investments measured at fair value by the above fair value hierarchy levels:

	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Total</u>
Investments in portfolio companies:				
December 31, 2014	<u>\$ –</u>	<u>\$ –</u>	<u>\$ 2,114,766</u>	<u>\$ 2,114,766</u>
December 31, 2013	<u>\$ –</u>	<u>\$ –</u>	<u>\$ 2,114,766</u>	<u>\$ 2,114,766</u>

The Company accounts for transfers between hierarchy levels as of the end of the year. No transfers occurred during the year ended December 31, 2014 or the period from July 1, 2013 (date of inception) through December 31, 2013. The valuation of Level III assets or non-public investments requires significant judgment due to the absence of quoted market values, inherent lack of liquidity, and the long-term nature of such assets. A variety of factors are reviewed and monitored by the General Partner to determine fair value of non-public investments including, but not limited to, actual financing and sales transactions with third parties, current operating performance and future expectations of the particular investment, discounted cash flow analysis,

JPB Capital Partners III, L.P.

Notes to Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

valuations of comparable public companies, comparable acquisition values, and changes in market outlook and the third-party financing environment over time. In determining fair value of non-public investments resulting from the investment review process, significant emphasis is placed on current company performance and market conditions generally using the following valuation techniques:

- (1) *Market Approach.* The market approach uses direct comparisons to other enterprises and their equity securities to estimate the fair value of privately issued securities. The market approach bases the fair value measurement on what other similar enterprises or derived by reference to an observable valuation measure for comparable companies or transactions (e.g., EBITDA), adjusted by the Partnership for differences between the investment and the referenced comparables. Financial and nonfinancial metrics may be used in conjunction with the market approach to determine the fair value of the privately issued securities of the portfolio company.
- (2) *Income Approach.* The income approach simulates how market participants would formulate their decisions to buy or sell securities on the basic assumption that value emanates from expectations of future income and cash flows. The income approach differs from the market approach in that whereas the market approach is based on marketplace prices and assumptions, in many cases the income approach is based on entity-specific assumptions. The method most commonly used in applying the income approach is the discounted cash flow (DCF) method. The DCF method requires estimation of future economic benefits and the application of an appropriate discount rate to equate them to a single present value. The future economic benefits to be discounted are generally a stream of periodic cash flows attributable to the asset being valued.

The Partnership may invest in companies in the initial or early stages of development. These companies are frequently illiquid or experiencing cash flow deficits from operations. Further, portfolio investments are generally unsecured and subordinated to the claims of other creditors. Accordingly, the Partnership's portfolio investments are subject to a high degree of investment risk, particularly those investments in companies in earlier stages of development.

JPB Capital Partners III, L.P.

Notes to Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

The ranges of significant Level III inputs in the valuation of the Company's equity securities as of December 31, 2014 and 2013, are summarized as follows (dollars in millions):

Industry	Fair Value at December 31, 2014	Valuation Technique	Unobservable Inputs	Values
Dry cleaning	\$ 2.1	Income approach	Discount rate Exit multiple	25% 6x
Total	\$ 2.1			

Industry	Fair Value at December 31, 2013	Valuation Technique	Unobservable Inputs	Values
Dry cleaning	\$ 2.1	Income approach	Discount rate Exit multiple	25% 6x
Total	\$ 2.1			

JPB Capital Partners III, L.P.

Notes to Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

The changes in portfolio investments measured at fair value for which the Partnership used Level III inputs to determine fair value are as follows:

	Year ended December 31, 2014	Period from July 1, 2013 (Date of Inception) Through December 31, 2013
Beginning balance	\$ 2,114,766	\$ —
Purchases	—	2,114,766
Ending balance, December 31	<u>\$ 2,114,766</u>	<u>\$ 2,114,766</u>

The Partnership may have risk associated with its concentration of investments including geographic region, industry, and stage of the investee's development. Detail of the investment is included within the schedule of portfolio investments.

Cash and Cash Equivalents

The Partnership considers highly liquid short-term investments with original maturities of three months or less to be cash and cash equivalents. The Partnership's cash and cash equivalents are invested in a non-interest-bearing bank account at a commercial bank. At times, bank deposits may be in excess of federally insured limits.

Partners' Capital

Allocations

Partnership income, gain, loss, expense or deduction is allocated among the Partners in such manner that the capital account of each partner shall be equal to the respective net amount that would be distributed to such Partner if the Partnership were to liquidate the assets of the Partnership for an amount equal to book value at the date of allocation and distribute the

JPB Capital Partners III, L.P.

Notes to Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

proceeds. Profits are allocated among the Partners as follows: (a) 100% to all Partners pro rata according to their respective commitments until each Partner has received allocations equal to such Partner's aggregate contributions; (b) 100% to all Partners pro rata according to their respective commitments until the unpaid preferred return of 8% for each Partner is reduced to zero; (c) 100% to the General Partner until the General Partner has received an amount equal to 20% of the distributions referenced in (b) above; and, (d) 20% to the General Partner and 80% to all other Partners pro rata according to their respective commitments.

The 100% and 20% allocations to the General Partner are referred to as the General Partner's carried interest. The accompanying statements of changes in partners' capital as of December 31, 2014 and 2013, includes no carried interest. Carried interest paid to the General Partner is determined at the date of distribution.

Losses will, in general, be allocated so as to give effect, on a cumulative basis, to the allocation method detailed above.

Distributions

Distributions of cash or property are determined by the General Partner and are allocated, in all cases, in accordance with the Partnership agreement. Short-term investment income is distributed among the Partners ratably in proportion to their respective interests in the assets generating the short-term investment income. Partnership profits are distributed among the Partners as follows: a) to the Partners pro rata according to their contributions; b) to the Partners pro rata until each Partner has received distributions equal to an 8% annual preferred return; c) to the General Partner until it has received aggregate distributions equal to 20% of the cumulative cash distributed to the General Partner and the Limited Partners; and, d) 20% to the General Partner and 80% to the Limited Partners.

Income Taxes

A provision for income taxes is not included in the accompanying financial statements since Partnership earnings or losses are allocated to the partners for inclusion in each partner's separate tax return. The Partnership has not recorded a liability for any uncertain tax positions pursuant to the provisions of ASC 740, *Tax Provisions*.

JPB Capital Partners III, L.P.

Notes to Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Partnership Expenses

The Partnership will bear all expenses incurred by the Partnership, including those associated with acquiring, maintaining, and disposing of the Partnership's investments, as well as for professional service fees such as insurance premiums, legal, travel, accounting, auditing, etc.

Organizational Expenses

The Limited Partners are generally required to reimburse the General Partner or the Management Company appointed by the General Partner for their proportionate share of all costs in connection with, or related to, the formation or establishment of the Partnership and associated marketing of each (collectively referred to as Organizational Expenses), which are not to exceed \$350,000 in the aggregate. The Partnership incurred Organizational Expenses of \$350,000 for the period from July 1, 2013 (inception) through December 31, 2013, that has been accrued and recorded as Due to JPB Partners, LLC in the accompanying statement of assets and liabilities. No amounts of organizational expenses were incurred during the year ended December 31, 2014.

New Accounting Pronouncements

In June 2013, the FASB issued Accounting Standards Update (ASU) 2013-08, *Financial Services – Investment Companies (Topic 946): Amendments to the Scope, Measurement, and Disclosure Requirements* (ASU 2013-08). ASU 2013-08 provides additional guidance on the criteria used in defining an investment company under U.S. GAAP. It also sets forth certain measurement and disclosure requirements. Under the new standard the typical characteristics of an investment company will be: (i) it has more than one investment and more than one investor, (ii) it has investors that are not related parties of the entity or the investment manager, (iii) it has ownership interests in the form of equity or partnership interests, and (iv) it manages substantially all of its investments on a fair value basis. The standard also reaffirms that a noncontrolling interest in another investment company should be measured at fair value instead of the equity method. It also includes additional disclosure requirements for an entity to disclose the fact that it is an investment company, and to provide information about changes, if any, in its status as an investment company. Finally, an entity will also need to include disclosures around financial support that has been provided or is contractually required to be provided to any of its investees. The requirements of the standard are effective for interim and annual reporting periods

JPB Capital Partners III, L.P.

Notes to Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

in fiscal years that begin after December 15, 2013, with early application prohibited. The adoption of this guidance effective January 1, 2014 did not have an impact on the Partnership's status as an investment company or its financial statements.

2. Related-Party Transactions

The Management Company provides management services to the Partnership. From the inception of the Partnership through June 30, 2018, the Management Company will receive an annual management fee equal to 2% of the Partnership's aggregate capital commitments for its services. The fee covers all expenses associated with administering the Partnership and is payable in advance on January 1 and July 1 of each year. For periods subsequent to June 30, 2018 through the remaining term of the Partnership, the annual management fee is calculated as 2% per annum of the fair market value of loans and investments as of the first date of the period to which the calculation relates for all active investments, as defined in the Partnership agreement. All transaction fees received by the Management Company in connection with investments by the Partnership in portfolio companies are paid to the General Partner and 50% of such fees are credited against future management fees. No transaction fees were received by the Management Company for the year ended December 31, 2014 or the period from July 1, 2013 (date of inception) through December 31, 2013. Management fees for the year ended December 31, 2014 and the period from July 1, 2013 (date of inception) through December 31, 2013 were \$411,500 and \$205,750, respectively.

In addition to the management fee, the Partnership reimburses the Management Company for expenses incurred on behalf of the Partnership. As of December 31, 2014 and 2013, the Partnership had recorded \$354,965 and \$350,000, respectively as Due to JPB Partners, LLC for unpaid expenses.

3. Financial Highlights

ASC 946-205-50 requires disclosure of certain financial highlights by nonregistered investment funds, including the ratios of investment loss to average net assets and expenses to average net assets, as well as internal rate of return. Operating performance highlights are calculated for the limited partner class taken as a whole. These ratios may vary from a ratio calculated for an individual limited partner.

JPB Capital Partners III, L.P.

Notes to Financial Statements (continued)

3. Financial Highlights (continued)

The following financial ratios for the year ended December 31, 2014 and the period from July 1, 2013 (date of inception) through December 31, 2013, have been computed based upon the aggregate limited partners' share of the weighted average net assets of the Partnership:

	Year Ended December 31, 2014	Period from July 1, 2013 (Date of Inception) Through December 31, 2013
Expenses	<u>23.60%</u>	<u>35.31%</u>
Net investment loss	<u>(23.60)%</u>	<u>(35.31)%</u>

The expense ratio assumes for the limited partners, in the aggregate, that all items of income and loss have been allocated to all partners in proportion to their respective capital commitments. The incentive allocation, if applicable, adjusts the expense ratio to the actual allocation as prescribed by the Partnership Agreement. The investment loss ratio does not reflect the effects of any incentive allocation.

The internal rate of return since inception (IRR) of the limited partners is (29.89)% through December 31, 2014 and (49.85)% through December 31, 2013. The IRR was computed based on monthly cash inflows (capital contributions) and monthly cash outflows (cash distributions) and the ending net assets of the limited partners' capital account as of December 31, 2014 and 2013. Because of a variety of methods available to calculate IRR, it is important for limited partners to recognize potential differences between the General Partner's calculation using the guidance set forth in ASC 946-205-50 and any other IRR calculations performed under different methodologies.

4. Subsequent Events

Subsequent events have been evaluated through March 31, 2015, representing the date which the financial statements were available to be issued. In February 2015, the General Partner received approval from the limited partners to admit new partners representing \$1,575,000 of additional capital commitments, in accordance with the limited partnership agreement. Based upon our review, no other subsequent events requiring disclosure were identified.

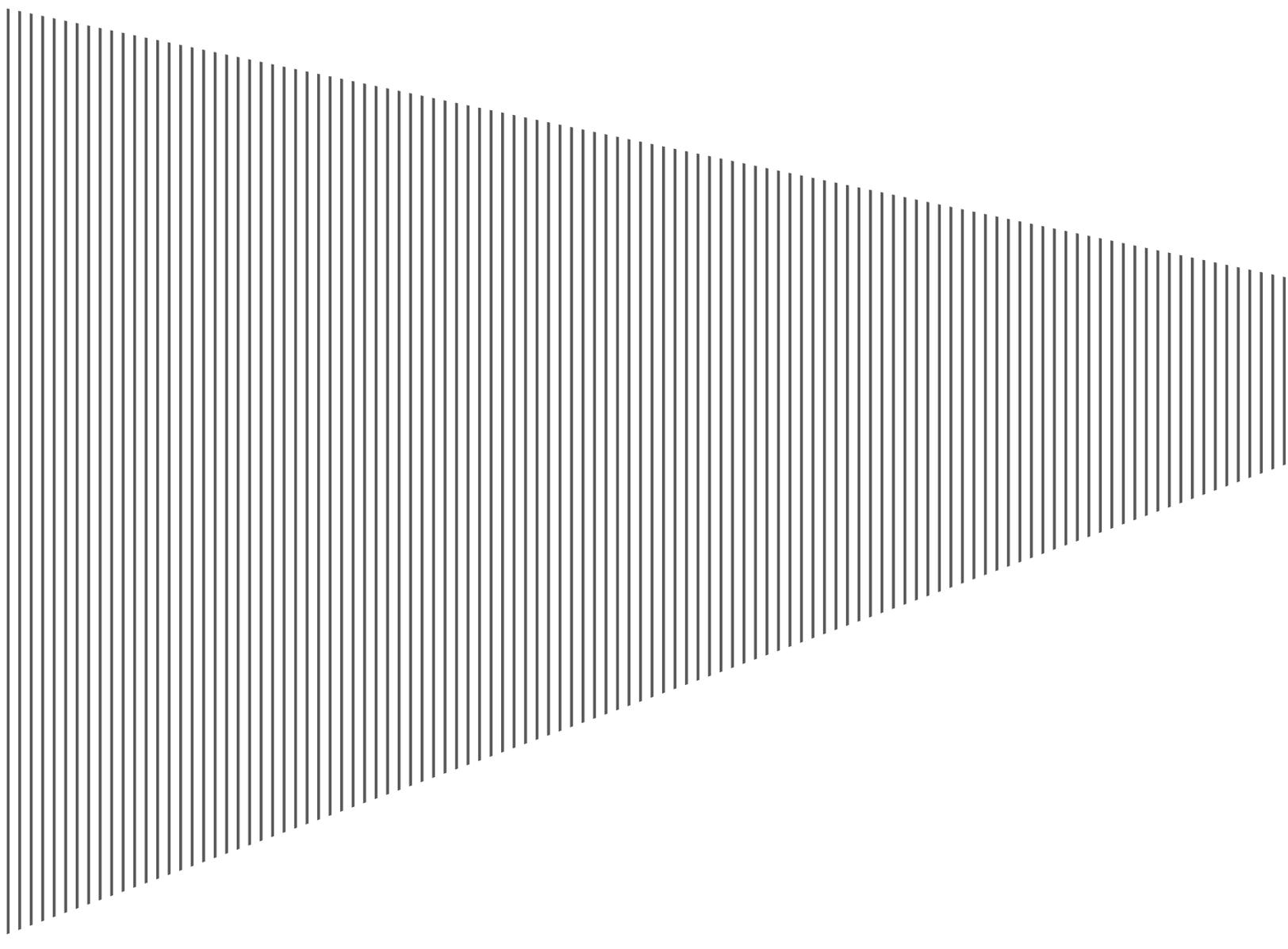
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ACKNOWLEDGEMENT OF THE PARTIES

This **ACKNOWLEDGEMENT OF THE PARTIES** (this "Acknowledgement") is made as of Dec 23, 2015, by and between **Shore Restaurants of Lake Worth, LLC**, a Florida limited liability company ("Assignor"), and **Mulligans Lake Worth Acquisition LLC**, a Delaware limited liability company ("Assignee")

WHEREAS, Assignor is party to that certain Lease dated **March 19, 2012**, between Assignor, as Lessee, and the City of Lake Worth, Florida, a municipal corporation under the laws of the State of Florida (the "Landlord"), as Lessor, relating to the real property located at the Lake Worth Casino Building, 10 Ocean Boulevard, Lake Worth, Florida 33460, Units #7 and #8 (the "Lease"); and

WHEREAS, reference is made to the Assignment and Assumption Agreement (the "Assignment"), dated as of the date hereof, whereby Assignor seeks to assign to Assignee all of Assignor's right, title and interest in and to the Lease and Assignee desires to accept and assume the same, all on the terms and conditions contained therein.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby acknowledge, represent and warrant:

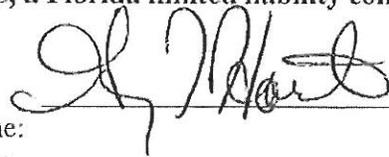
1. That, Assignor is not receiving any amount in excess of the Rent (as defined in the Lease) from Assignee as a result of the assignment of the Lease by Assignor to Assignee pursuant to the terms of the Assignment.

IN WITNESS WHEREOF, the parties to this Acknowledgement of the Parties have each executed and delivered this Acknowledgement as of the date first set forth above.

Assignor:

**SHORE RESTAURANTS OF LAKE WORTH
LLC, a Florida limited liability company**

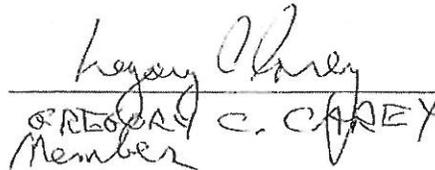
By: _____
Name:
Title:



Assignee:

**MULLIGANS LAKE WORTH ACQUISITION
LLC, Delaware limited liability company**

By: _____
Name:
Title:



GREGORY C. CAREY
Member

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of Dec 23, 2015, by and between Shore Restaurants of Lake Worth, LLC, a Florida limited liability company ("Assignor"), and Mulligans Lake Worth Acquisition LLC, a Delaware limited liability company ("Assignee" and, together with the Assignor, the "Parties").

WHEREAS, Assignor is party to that certain Lease dated **March 19, 2012**, between Assignor, as Lessee, and the City of Lake Worth, Florida, a municipal corporation under the laws of the State of Florida (the "Landlord"), as Lessor, relating to the real property located at the Lake Worth Casino Building, 10 Ocean Boulevard, Lake Worth, Florida 33460, Units #7 and #8 (the "Lease"); and

WHEREAS, Assignor seeks to assign to Assignee all of Assignor's right, title and interest in and to the Lease and Assignee desires to accept and assume the same, all on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Lease effective upon receipt of consent of the Landlord (the "Effective Time").

2. Acceptance. Assignee hereby accepts assignment of the Lease and assumes all duties, obligations, liabilities, terms, provisions and covenants contained in or arising under the Lease.

3. General Provisions.

(a) This Assignment may be amended or modified only by means of a written instrument executed by all of the Parties.

(b) This Assignment shall be governed by and construed according to the laws of the State of Florida, without giving effect to its principles of choice or conflicts of law.

(c) This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures of the Parties transmitted by facsimile or in portable document format (.pdf) will be deemed to be their original signatures for all purposes.

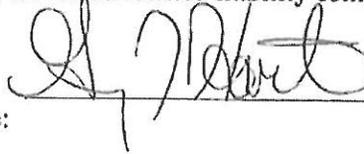
[Signatures appear on next page]

IN WITNESS WHEREOF, the Parties to this Assignment and Assumption Agreement have each executed and delivered this Agreement as of the date first set forth above.

Assignor:

**SHORE RESTAURANTS OF LAKE WORTH
LLC, a Florida limited liability company**

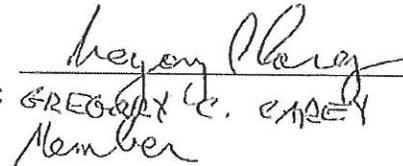
By: _____
Name:
Title:



Assignee:

**MULLIGANS LAKE WORTH
ACQUISITION LLC,
a Delaware limited liability company**

By: _____
Name:
Title:



GREGORY C. CASEY
Member

THE LAW OFFICE OF
CYNTHIA G. ANGELOS,

P.A.

CYNTHIA G. ANGELOS

CAROL MANNION
PARALEGAL

POST OFFICE BOX 9163
PORT ST. LUCIE, FL 34985
TEL: (772) 252-3000
CYNTHIA@JANGELOSLAW.COM

OF COUNSEL

DANIEL K. BANDKLAYDER, PA
NICHOLAS M. GIESELER
STEVEN GEOFFREY GIESELER
JOHN J. MCGLYNN III

January 8, 2016

Christy L. Goddeau, Esquire
Torcivia, Donlon, Goddeau & Ansay, P.A.
Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
Christy@torcivialaw.com

RE: Lease dated March 19, 2012, by and between City of Lake Worth (landord) and Shore Restaurants of Lake Worth, LLC (tenant) for units #7 and #8 Casino BuildingI

Dear Ms. Goddeau:

As discussed, on behalf of the referenced tenant, we are requesting an approval of assignment of the lease from Shore Restaurants of Lake Worth, LLC to Mulligans Lake Worth Acquisition, LLC. Our client, George Hart, the current owner and operator will retain an ownership interest and will continue to manage and operate the restaurant as Mulligans Beach House Bar and Grille. Both Greg Carey, the sole officer and director of Mulligans Acquisition, Inc, the equity owner of the proposed transferee and JPB Capital Partners, the majority equity owner of Mulligans Acquisition Inc. has been involved in a number of successful restaurant groups, including Baja Fresh, PF Chang and Greene Turtle (which grew from ten to forty one locations over a ten year period) to name a few.

Pursuant to Paragraph 6 ASSIGNMENT OR SUBLETTING of the Lease we are providing the following information:

Name and address of proposed transferee: Mulligans Lake Worth Acquisition, LLC is a Delaware limited liability company (business address 8820 Columbia 100 Parkway Columbia MD 21045) AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

A duly executed counterpart of the proposed transfer agreement has been provided.

The leasehold space will be continued to be operated as Mulligan Beach House Bar and Grille.

The audited financial statement of JPB Capital, the majority owner of proposed transferee Mulligans Acquisition Inc., has been provided.

A signed acknowledgement that there are no amounts being received by the existing tenant as result of the assignment in excess of the rent being paid by tenant has been provided.

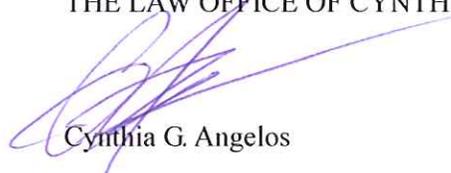
The \$1,000 administrative fee was paid, and a written submission at least 30 days before the proposed transfer has been made (December 10, 2015).

Both our client and the proposed transferee are very excited about the proposed transfer and believe that it can only benefit the City of Lake Worth. We appreciate the City's consideration of this matter.

If you require any additional documentation or additional information whatsoever, please contact me.
Thank you for your time and attention to this matter.

Respectfully,

THE LAW OFFICE OF CYNTHIA G. ANGELOS, P.A.



Cynthia G. Angelos

CGA/cm
Attachments



AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Franchise Agreement with Waste Management, Inc. for roll-off refuse services

SUMMARY:

The Agreement allows Waste Management to provide roll-off services beginning in February 2016 with a 20% of gross receipts being paid to the City. This Agreement does not include household waste, recycling services, or commercial refuse service, which will still be provided by City staff.

BACKGROUND AND JUSTIFICATION:

Currently, the Refuse Division provides all roll-off services within the City. It has been determined, however, that it would be in the best interest of the City to execute an exclusive franchise agreement with one provider for these services. As displayed in the chart below, the City has consistently run this operation at a loss since it began in 2011.

	ESTIMATED REVENUE	TOTAL ACTUAL REVENUE	AVG MTHLY REVENUE	BUDGET AMOUNT	TOTAL EXPENDITURES	PROFIT / LOSS
2015	349,399	341,046	28,420	513,936	452,447	(111,401)
2014	220,000	361,737	30,145	473,225	390,970	(29,233)
2013	220,000	269,399	22,450	308,410	330,309	(60,910)
2012	220,000	280,477	23,373	562,437	432,001	(151,524)
2011	40,000	186,192	15,516	451,335	381,829	(195,637)

The City released a Request For Proposal (RFP) to licensed, qualified providers of roll-off services in the State to perform this service within the City limits. All of the submitted proposals were reviewed by a Selection Committee consisting of the Public Services, Assistant Public Services, and Finance Directors. Upon review and individual scoring of the attached Evaluation Matrix, it was found that Waste Management earned the highest ranking.

On October 20, 2015, the Commission approved the award of the RFP to Waste Management contingent upon an agreement of contract terms. This exclusive thirty-six (36) month contract (franchise agreement) with the option of renewal for two (2) additional twelve (12) month periods is now being presented to the Commission for approval.

While the selected contractor shall be granted the right to be the sole contractor for roll-off services (residential and commercial) in the City, the City shall reserve the right to perform its own roll-off services. This being the case, one of the two roll-off vehicles and multiple containers of each size shall be retained by the City.

The current staffing and budget allocations will be transferred into the other Refuse enterprise funds. The City's stock of roll off containers will be sold per the City's procurement process. The City's Refuse Division will be keeping a small inventory of roll-off containers to service internal City needs and events.

MOTION:

I move to approve / not approve a Franchise Agreement for roll-off services with Waste Management.

ATTACHMENT(S):

Fiscal Impact Analysis
Request for Proposal
Proposal – Waste Management
Evaluation Matrix
Franchise 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 (20%)	47,000	72,000	74,000	76,000	78,000
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	47,000	72,000	74,000	76,000	78,000

No. of Addn'l Full-Time Employee Positions	0	0	0	0	0
--	---	---	---	---	---

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

Revenues will be deposited into the Refuse Fees – Roll Offs account # 410-0000-343-40.70

C. Department Fiscal Review: JB

Finance Review: CE

The City of Lake Worth



REQUEST FOR PROPOSALS

RFP NO. 15-203

ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL



Where the Tropics Begin



Where the Tropics Begin

FINANCE OFFICE
7 North Dixie Hwy.
Lake Worth, FL 33461
TEL: 561-586-1651
FAX: 561-586-750

RFP NO. 15-203

ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL

The City of Lake Worth is seeking proposals from licensed, qualified providers of roll-off services in the State of Florida to perform the services described herein to all commercial and residential customers within the City of Lake Worth.

Time is of the essence and any proposal received after **3:00 p.m., August 14, 2015**, whether by mail or otherwise will be returned unopened. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Finance office personnel by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest.

Interested parties may obtain a copy of the RFP from our website at www.lakeworth.org or by contacting the Finance Office at (561) 586-1654. All proposals must be hand-delivered or mailed to:

City of Lake Worth
Finance Office
7 North Dixie Hwy
Lake Worth, FL 33461

ENVELOPE MUST BE IDENTIFIED AS RFP # 15-203.

BY: *Hint Dage*
Finance Office

PUBLISHED: Palm Beach Post
July 19, 2015

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth is seeking proposals from licensed, qualified providers of roll-off services in the State of Florida (hereinafter referred to as “proposer” or “contractor”), to perform the services described herein, to all commercial and residential customers within the City of Lake Worth.

The City of Lake Worth is comprised of approximately 7 square miles, with a population estimated between 35,000 and 38,000. Currently, the City Refuse Division provides all roll-off services. It has been determined, however, that it would be in the best interest of the City to execute an exclusive contract with one provider. The return expectation of utilizing this one provider is an increased level of service and savings to our commercial companies and residents, as the awarded firm will greatly increase its potential customer base.

It is the City's intention to afford the selected contractor an exclusive thirty-six (36) month contract (franchise agreement), commencing no later than November 1, 2015 with the option of renewal for two (2) additional twelve (12) month periods. Option for renewal will only be exercised upon mutual written agreement and with all terms and conditions remaining adhered to with no deviations. Pricing will be negotiated with the City at the end of the initial term and may be adjusted according to the Consumer Price Index (CPI) or other supporting documentation to justify an increase in rate.

While the City intends that the selected contractor shall be granted the right to be the sole contractor for roll-off services (residential and commercial) in the City, however, the City and its subsidiaries reserve the right to perform their own roll-off services.

As with any multi-year contract, funding for work beyond the current fiscal year (ending 9/30/15) is subject to the availability and appropriation of funds (as applicable).

The City will use the same, or substantially the same, procedure as shown below, to notify all potential users in the City of Lake Worth as to how to order the roll-off services:

The City will annotate the name, contact information and pricing schedule of the selected contractor / approved franchise hauler on the required permit issued by the Building Department. Use of any other hauler other than the selected contractor / approved franchise hauler will result in a stop-work order, fine, and/or penalty.

The City may use other means to advertise the commencement of the exclusive franchise agreement with the selected contractor / approved franchise hauler through the issuance of public notices, flyers, postings on the City webpage, and other forms of communication to the public.

The selected contractor must provide the required services in a manner consistent with standard industry practices; applicable law; and, practices approved for Palm Beach County, Florida. The selected contractor will be responsible for all disposal fees and for insuring that all debris is disposed of in a proper and lawful manner.

In the performance of the services, the selected contractor will agree:

- To perform the required services in accordance with the standards consistent with applicable industry practices and those in Palm Beach County, Florida.
- To provide a monthly payment by the 15th of each month to the City of Lake Worth

for the prior month's franchise fee, calculated as agreed, prior to the execution of any contract pursuant to this service.

- To provide a statement with the monthly invoice, reflecting the number and types of services which were performed during that billing period, to include the drop-off rate for each service and the drop-off and pick-up dates associated with each service rendered to commercial and residential customers within the City of Lake Worth.
- To be responsible for having and maintaining all necessary equipment and tools to perform the services, although some equipment may be provided by the City.
- To assign one Point of Contact (POC) as the representative of the contractor for all issues regarding service, customer service, invoicing, late payments, etc.

2. SUBMITTAL OF PROPOSALS

Interested contractors are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely. The City intends to negotiate a contract for these services upon selection of the contractor that best satisfies the evaluation criteria.

Time is of the essence and any proposal received after **3:00 p.m., August 14, 2015**, whether by mail or otherwise will be returned unopened. The City will in no way be responsible for delays caused by any occurrence. Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail. Each envelope will be stamped by Finance office personnel with the date and time received. The time of receipt shall be determined by the time clock located in the Finance office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Finance office personnel by the deadline indicated. At the designated time and place, the City Finance official or designee will record the proposals for the record.

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding contractor including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

3. REGISTRATION

Each contractor seeking to submit a proposal is requested to **register** with the Procurement Office in order to receive any addenda to this RFP. Please complete the Registration form attached as **Exhibit "B"** and mail, fax or e-mail to the Procurement Office at the address noted below on or before **5:00 p.m., July 31, 2015**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered for this RFP with the City.

City of Lake Worth
Procurement Office
7 North Dixie Highway
Lake Worth, FL 33461
Fax: 561-586-1750
hdarge@lakeworth.org

4. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this RFP should be submitted in writing via mail, fax or e-mail and must be received by the above noted Purchasing Agent not later than ten (10) calendar days prior to the due date for proposals. All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFP. The City will attempt to not issue any addenda within three (3) business days of the due date of proposals; however, the City reserves the right to issue any addenda at any time prior to the due date and time of proposals.

5. PROPERTY OF THE CITY

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

6. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

- Registration Form Due July 31, 2015, before 5:00 PM
- Questions from Potential Proposers Due August 7, 2015
- Issue Addendum (if necessary) August 10, 2015
- Proposal Response Due August 14, 2015, 3:00 PM

Proposal selection and contract negotiations to follow.

The City reserves the right to amend the anticipated schedule as it deems necessary.

7. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a response to this RFP. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Proposers are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process.

8. ETHICS REQUIREMENT

This RFP is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Proposer coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP.

9. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. In its sole discretion, the City may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFP. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer' affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

10. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract for the services to be rendered will be negotiated with successful Proposer. If the City and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Proposers and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Proposer that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one proposer if it is in the best interests of the City.

The City will reserve the right to terminate the resulting contract at its convenience upon thirty (30) days' notice.

11. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the awarded contractor shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

- A. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
- B. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- C. The firm shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Workers' Compensation, to be maintained by the firm shall specifically include the CITY as an "Additional Insured".

12. PERFORMANCE and PAYMENT BOND

The selected contractor shall furnish to the City, prior to the commencement of services, a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of \$5,000,000 which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

13. EVALUATION AND AWARD

The City assembles an Evaluation Committee to evaluate the proposals from Proposers. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission. The Procurement Agent will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City. The selected proposer will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Procurement Office.

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City (consistent with the evaluation criteria). The City shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Proposers to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

Evaluation Scoring Criteria:

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting).

<u>Criteria</u>	<u>Available Points</u>
Prior experience with operations of similar size, complexity, and nature of services to be provided (including required licenses)	10
Past record of performance with the City (if any)	10
Availability of qualified personnel based upon workload	10
Proximity of the principal office to City of Lake Worth	10

Financial responsibility	10
Approach to performing the tasks described in the Scope of Services	10
City, municipal, or other government experience	10
Estimated franchise fee proposed	10
Drop-off Charges proposed	10
Number of days between drop-off and pick-up proposed	10

14. PROPOSAL FORMAT

Each proposer shall submit **one (1) original, four (4) copies** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**

Only one proposal may be submitted by each Proposer.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

A. Letter of Transmittal (not to exceed three pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Proposer's business operation; location of principal office; how long in business; general approach to the requested services; and, why the Proposer should be selected.
- Proposer's understanding of the scope of services and any legal limitations on such services.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The contractor identified on the Letter of Transmittal will be considered the primary contractor.

- If more than one contractor is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc., shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

B. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by the City. Proposer is responsible for visiting the City's website to view and obtain addendum.

C. References (form attached).

Proposers shall provide a minimum of three (3) references on the form provided demonstrating their experience & skill in the provision of services. Prior experience & skill with the City, other Florida municipalities or other governmental entities is desirable. Proposers are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

D. Proof of Licenses (unlimited)

Proposers shall provide proof of required licenses & certificates for the scope of services to be performed. This shall include:

- Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Proof of additional certifications (as applicable);
- Statement or proof of required insurance; and,
- Proof of firm's Business Tax Receipt (as applicable).

E. Evidence of Ability to Deliver on Time (limited to two pages plus resumes)

Proposers shall provide a two-page summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current workload should be provided. Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

F. Price Proposal (form attached)

Each Proposer must provide a price proposal by utilizing the attached form.

*The franchise fee as proposed and accepted shall not decrease during the initial 3 year term of the negotiated agreement.

G. Financial Qualifications, Litigation and/or Terminations (unlimited)

Proposers should provide a summary of any litigation filed against the proposer in the past five (5) years which is related to the services sought in this RFP and that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Proposers shall also state if the proposer has had a contracts for the services sought in this RFP which were terminated for default, non-performance or delay, in the past five (5) years. Proposers shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

15. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

By submitting a proposal, the Proposer warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Proposer.

D. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.

F. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

16. PROTESTS

Any actual Proposer who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on- line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

17. EXHIBITS

This RFP consists of the following exhibits (which are incorporated herein by reference):

- A. Exhibit "A" Registration Form (should be submitted)
- B. Exhibit "B" Proposer Information Form (must be submitted)
- C. Exhibit "C" Drug Free Workplace Form (must be submitted)
- D. Exhibit "D" References (must be submitted)
- E. Exhibit "E" Price Proposal (must be submitted)

18. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Proposer believes its proposal contains exempt or confidential information, the Proposer must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

END OF GENERAL INFORMATION

EXHIBIT "A"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203**

REGISTRATION FORM

Proposers should complete and return this form to the Finance office prior to 5:00 P.M. EST, July 31, 2015, in order to receive any addenda(s) issued for this RFP.

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____) _____ Fax (_____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail

EXHIBIT "B"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203**

RESPONDENT INFORMATION PAGE

Company Name: _____

Authorized
Signature:

Signature

Print Name

Title:

Physical
Address:

Street

City

State

Zip Code

Telephone:

_____ Fax: _____

Email Address:

Web Site (if applicable):

Federal Identification Number:

This is a requirement of every respondent.

EXHIBIT "C"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203**

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

EXHIBIT "D"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203**

REFERENCES

List below or on an attached sheet similar references per the RFP requirements for providing roll-off services for commercial and residential. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past three (3) years** provided services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

Project Location: _____

Completed On Time: Yes _____ No _____ Reason: _____

Completed Within Budget: Yes _____ No _____ Reason: _____

#2 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

Project Location: _____

Completed On Time: Yes _____ No _____ Reason: _____

Completed Within Budget: Yes _____ No _____ Reason: _____

#3 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

Project Location: _____

Completed On Time: Yes _____ No _____ Reason: _____

Completed Within Budget: Yes _____ No _____ Reason: _____

#4 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

Project Location: _____

Completed On Time: Yes _____ No _____ Reason: _____

Completed Within Budget: Yes _____ No _____ Reason: _____

EXHIBIT "E"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203**

PRICE PROPOSAL

COMMERCIAL Roll-Off:

Drop off charges associated with the following size containers:

- A. 10 cyd per _____ \$ _____
- B. 20 cyd per _____ \$ _____
- C. 30 cyd per _____ \$ _____
- D. 40 cyd per _____ \$ _____

Franchise fee, expressed as one of the following:

- A. Fixed percentage of gross receipts for the service month
_____ % \$ _____
- B. Fixed percentage of net receipts for the service month
_____ % \$ _____

Number of days roll-off container will remain on-site between pickups _____ days

RESIDENTIAL Roll-Off:

Drop off charges associated with the following size containers:

- A. 10 cyd per _____ \$ _____
- B. 20 cyd per _____ \$ _____
- C. 30 cyd per _____ \$ _____
- D. 40 cyd per _____ \$ _____

Franchise fee, expressed as one of the following:

- A. Fixed percentage of gross receipts for the service month
_____ % \$ _____
- B. Fixed percentage of net receipts for the service month
_____ % \$ _____

Number of days roll-off container will remain on-site between pickups _____ days

• Other Fees:

- A. _____ per _____
- B. _____ per _____
- C. _____ per _____

- Roll-off container can be delivered/picked up within _____ hours after receipt of order, for Commercial service.
- Roll-off container can be delivered/picked up within _____ hours after receipt of order, for Residential service.
- Call Center number to call when placing order: _____

Name of Firm: _____

HQ Address: _____ ST _____ Zip _____

FEIN: _____ State Incorporated _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Service Office: _____ ST _____ Zip _____

Main Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

Attach Copies:

State License # _____ County License # _____

Type of License(s): _____

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL (WWW.LAKEWORTH.ORG).

THIS RESPONSE MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME.



ELECTRONIC COPY



City of Lake Worth, Florida



Due Date and Time:
August 14, 2015
3:00 PM

Submitted in response to:
REQUEST FOR PROPOSALS
RFP NO. 15-203
ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL

Submitted by:
Waste Management Inc. of Florida
651 Industrial Way
Boynton Beach, FL 33426

Point of Contact:
Ellen Smith, Government Affairs Manager
(561) 312-0000 - Phone | esmith13@wm.com – email



TABLE OF CONTENTS

TAB	DESCRIPTION	PAGE
A	Letter of Transmittal	1
B	Addenda	4
C	References Exhibit “D”	5
D	Proof of Licenses	7
E	Evidence of Ability to Deliver on Time	11
F	Price Proposal Exhibit “E”	19
G	Financial Qualifications, Litigation and/or Terminations	21
H	Other Exhibits	
	Exhibit “A” Registration Form.....	23
	Exhibit “B” Proposer Information Form.....	24
	Exhibit “C” Drug Free Workplace.....	25

APPENDICES

A	Experience	26
B	Financial Strength.....	28
C	Letters of Reference.....	30
D	Comparative Safety Measures	37
E	Hiring and Training.....	39
F	Equipment That Sets Us Apart.....	41
G	Award Winning Leadership.....	43



TAB A: Letter of Transmittal

August 10, 2014

City of Lake Worth
Finance Office
7 North Dixie Highway
Lake Worth, FL 33461

RE: Request for Proposals RFP NO. 15-203
Roll-Off Services for Commercial and Residential
Due: August 14, 2015, 3:00 pm

Dear Sir or Madame:

Please accept this transmittal letter and enclosed response from Waste Management (WMIF) Inc. of Florida to RFP 15-203, Roll-Off Services for Commercial and Residential properties.

Summary of Business Operation: *Waste Management is a local company with global resources.*

Waste Management Inc. is the largest publically owned company providing integrated environmental service in North America. Waste Management Inc. employs 42,000 persons and operates an extensive network that includes the sixth largest fleet of vehicles in North America.

The Company's subsidiary, Recycle America, is the largest collector of recyclable material from businesses and households in the United States.

Waste Management Inc. of Florida is a wholly owned subsidiary of Waste Management Holdings, which is a subsidiary of Waste Management Inc. Waste Management Inc. of Florida is staffed by 3,500 employees, and operates 15 landfills, 21 transfer stations and serves 65 municipalities and 22 counties with a fleet of over 780 collection vehicles.

Waste Management of Palm Beach will serve the Lake Worth residents and businesses, if selected. Under the leadership of Senior District Manager Glenn Miller, Waste Management of Palm Beach is a full service hauling operation. Waste Management of Palm Beach operates 160 routes, with over 150 employees, 65 vehicles and 12 fill-service maintenance bays.

The Palm Beach Division has been recognized for the outstanding safety achievement of going 365 days accident free, while traveling almost 1 million miles during this time.



Location of Principal Office for Lake Worth Service:

Waste Management of Palm Beach is located at 651 Industrial Way, Boynton Beach, 2.5 miles from Lake Worth municipal limits. Depending on weather and driving conditions, the Palm Beach office is less than an 8 minute drive to the City.

Waste Management of Palm Beach provides customer care, record keeping, reporting, virtual 24-hour, 7 days a week vehicle maintenance operation, operations specialists, driver trainers, and execution of our world-class collection operations in house at the Boynton facility.

Number of Years in Business/ Financial Stability:

Waste Management was founded in 1890. Waste Management Inc. of Florida was organized under the Laws of Florida in 1964. Waste Management of Palm Beach has been providing solid waste collection services, including roll-off, in Palm Beach County for over 40 years. Please see *Appendix A*, a list of select clients, including number of years in service and volume of material collected. This list shows unequalled prior experience.

Waste Management's financial strength stems from its position as the leading provider of comprehensive waste services in North America. Revenue in 2013 was \$13.98 billion and WM has an asset base in excess of \$22 billion dollars. Please see letter of a reference from Bank of America attached as *Appendix B* outlining our sound financial strength.

General Approach: Proven Performance

Our approach to providing roll-off services will be to *provide next-day service* on all requests. With over 150 employees, 65 vehicles and 12 full-service maintenance bays, our Palm Beach can provide a deep bench in the event of equipment repairs or absent personnel.

New Peterbilt 365 trucks will provide collection. Container and compactor sizes are available from 10 – 40 cubic yards. These containers will be serviced on mutually agreed scheduled days. Customers will be instructed on proper loading and types of material that can be put in a container.

Waste Management are experts at transitioning without service interruptions. Since 2006, Waste Management has transitioned 210,000 households in Florida to WM service. The core of any transition is fully-integrated planning meetings with local staff and our experts in logistics, plus experience-grounded communication. We leverage our experience to develop successful communication plans.

This proposal is based on local proven performance and prior experience. Waste Management of Palm Beach's municipal clients include the County's largest local governments: Wellington, Palm Beach Gardens, West Palm Beach, Boca Raton, to name a few. These long standing agreements are testimony to our excellent service. Letters of reference from both municipal and business customers are attached as *Appendix C*.



Why WM should be selected:

- ✓ Safety is a core value: Waste Management's safety record is 9 times better than the industry average. For further safety information please see *Appendix D*.
- ✓ Employees are our greatest asset: Longevity of employees means the most qualified personnel will serve Lake Worth. The average tenure of our employees is over 15 years and our employee retention is the best in the industry. Please see *Tab E* and *Appendix E* for more information.
- ✓ Resources and Technology: Waste Management's vehicles are the best equipped with the most modern technology in the industry. Equipment reliability is monitored and recorded locally. Further explanation can be found in *Appendix F*.
- ✓ Waste Management offers NEW, clean fueled collection vehicles;
- ✓ Waste Management's experience, quality and reliability of service is unparalleled.
- ✓ Trusted community partner: Waste Management knows Lake Worth. Waste Management has been the service provider for disposal of residential recycling since 2008. WM knows the City, it's streets, residents, and visitors. Most recently, Waste Management has been working with City staff to reduce contamination in the recycling stream by printing educational materials in three languages: English, Spanish, and Creole.
- ✓ Waste Management is a global company with local resources and can maximize productivity through efficient routing, pricing and labor utilization.
- ✓ Award winning leadership: See attached *Appendix G* including, *G.I. Jobs Magazine* "Best Veterans Hiring Practices. "

Please accept this letter as Waste Management's formal statement that Waste Management will be the only contractor, and that WM understands the scope of services and legal limitations pertaining to source separated recovered materials. Waste Management is able provide the services requested in this RFP for the rates submitted herein. I am the principal able to make representations on behalf of Waste Management and I appoint Ellen Smith as the point of contact and also to make representations on our behalf.

On behalf of Waste Management Inc. of Florida, I represent this response is consistent with the service requirements of the RFP and it is our pleasure to submit this response

Sincerely,

Timothy Hawkins, President
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073
Tel: (954) 984-2005



TAB B: Addenda



TAB C: References

EXHIBIT "D"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203**

REFERENCES

List below or on an attached sheet similar references per the RFP requirements for providing roll-off services for commercial and residential. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past three (3) years** provided services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: Jupiter, Town of

Address: 210 Military Trail, Jupiter, FL 33458

Phone No.: (561) 741-2214 Fax: (561) 575-9730

Contact Person Name: Mr. Andrew D. Lukasik Title: Town Manager

Description of services: Residential and Commercial Solid Waste, Yardwaste, Recycling and
Roll Off Collection and Disposal Services

Project Location: City Wide

Completed On Time: Yes No Reason: _____

Completed Within Budget: Yes No Reason: _____

#2 REFERENCE

Name of Client: Palm Beach Gardens, City of

Address: 10500 N. Military Trail, Palm Beach Gardens, FL 33410

Phone No.: (561) 804-7013 Fax: () _____

Contact Person Name: Mr. Michael Morrow Title: Operation Director

Description of services: Residential and Commercial Solid Waste, Yardwaste , Recycling,
and Roll Off Collection and Disposal Services

Project Location: City Wide

Completed On Time: Yes No Reason: _____

Completed Within Budget: Yes No Reason: _____





#3 REFERENCE

Name of Client: Riviera Beach, City of

Address: 600 West Blue Heron Boulevard, Riviera Beach, FL 33404

Phone No.: (561) 845-4080 Fax: (561) 840-3353

Contact Person Name: Mr. Brynt Johnson Title: Public Works Director

Description of services: Residential and Commercial Solid Waste, Yardwaste, Recycling, and
Roll Off Collection and Disposal Services

Project Location: City Wide

Completed On Time: Yes No Reason: _____

Completed Within Budget: Yes No Reason: _____

#4 REFERENCE

Name of Client: Wellington , Village of

Address: 12300 Forest Hill Boulevard, Wellington, FL 33414

Phone No.: (561) 791-4078 Fax: () _____

Contact Person Name: Mr. Jessie Wright Title: Solid Waste Supervisor

Description of services: Residential and Commercial Solid Waste, Yardwaste, Recycling, and
Roll Off Collection and Disposal Services

Project Location: City Wide

Completed On Time: Yes No Reason: _____

Completed Within Budget: Yes No Reason: _____



TAB D: Proof of Licenses

State of Florida Department of State

I certify from the records of this office that WASTE MANAGEMENT INC. OF FLORIDA is a corporation organized under the laws of the State of Florida, filed on March 30, 1964.

The document number of this corporation is 279946.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 13, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of February,
2015*



Ken Detjmer
Secretary of State

Authentication ID: CU6288837252

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)
7/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

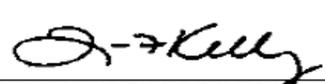
PRODUCER	LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
INSURED 1300299	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF PALM BEACH 651 INDUSTRIAL WAY BOYNTON BEACH FL 33426	INSURER A:	ACE American Insurance Company 22667
		INSURER B:	Indemnity Insurance Co of North America 43575
		INSURER C:	ACE Property & Casualty Insurance Co 20699
		INSURER D:	ACE Fire Underwriters Insurance Company 20702
		INSURER E:	
		INSURER F:	

COVERAGES FLBOYBEA CERTIFICATE NUMBER: 3496120 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WI)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: RFP NO. 15-203 FOR ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL ADDITIONAL INSURED IN FAVOR OF CITY OF LAKE WORTH ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 3496120 CITY OF LAKE WORTH 7 NORTH DIXIE HIGHWAY LAKE WORTH FL 33460	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--





Online Services

BUSINESS TAX
former "Occupational Licenses"

- Home
- Tax Receipt Inquiry ▶
- Renew License
- Explore a License
- Forgot User ID
- Forgot PIN?
- Create Master Account
- Email Us

Public License Information

Renew License

Tax Receipt Number: 15-00001387
Business Control: 0001420 **Location ID:** 000007862

Business Name & Address

WASTE MANAGEMENT OF PALM BEACH
 651 INDUSTRIAL WAY BB
 BOYNTON BEACH FL 33426

Date Opened: 04/29/1993

Business Phone: (561) 547-4000

Mailing Address

WASTE MANAGEMENT INC. OF FL
 651 INDUSTRIAL WAY
 BOYNTON BEACH FL 33426

Contractor Flag:

Type of Ownership: CP
Status: Active

Owner Information

CHERRY, FLOYD

Tax Receipt Information

Classification: 493110 GENERAL WAREHOUSE/STORAGE

Tax Receipt Status, Date: ACTIVE , 08/27/2014

Appl, Issue Date: 08/27/2014, 08/28/2014

Tax Receipt Valid Thru Date: 09/30/2015

There may be other information not listed here that must be provided for a Business Tax receipt to be issued.



ABOUT SSL CERTIFICATES



Online Services

BUSINESS TAX

former "Occupational Licenses"

- Home
- Tax Receipt Inquiry ▶
- Renew License
- Explore a License
- Forgot User ID
- Forgot PIN?
- Create Master Account
- Email Us

Public License Information

Renew License

Tax Receipt Number: 15-00001207
Business Control: 0001236 **Location ID:** 000007862

Business Name & Address

WASTE MANAGEMENT OF PALM BEACH
 651 INDUSTRIAL WAY BB
 BOYNTON BEACH FL 33426

Mailing Address

651 INDUSTRIAL WAY

Date Opened: 09/30/1991

BOYNTON BEACH FL 33426

Contractor Flag:

Business Phone: (561) 547-4000

Type of Ownership: CP
Status: Active

Owner Information

Tax Receipt Information

Classification: 484110 TRUCKING SERVICE, LOCAL

Tax Receipt Status, Date: ACTIVE , 09/02/2014

Appl, Issue Date: 09/02/2014, 09/05/2014

Tax Receipt Valid Thru Date: 09/30/2015

There may be other information not listed here that must be provided for a Business Tax receipt to be issued.



ABOUT SSL CERTIFICATES



TAB E: Evidence of Ability to Deliver on Time

General Approach – Proven Performance, Transition Experience

Approach:

Our approach to providing roll-off services will be to *provide same or next-day service* on all requests. With over 150 employees, 65 vehicles and 12 full-service maintenance bays, our Palm Beach operation can provide a deep bench in the event of equipment repairs or absent personnel.

Waste Management can customize the service level as required by the customer. Waste Management averages 90 minutes to return an empty container to a customer. There will be no limit on the number of days a container will remain on-site.

New Peterbilt 365 and Freightliner FL112 trucks will provide collection service. These trucks are fueled by Compressed Natural Gas (CNG) fuel. CNG trucks reduce greenhouse gas emissions and are quieter than diesel fueled trucks.

Container and compactor sizes are available from 10 – 40 cubic yards. These containers will be serviced on mutually agreed scheduled days. Customers will be instructed on proper loading and types of material that can be put in a container.

Transition Experience:

Waste Management is an expert in transitioning without service interruptions. Since 2006, Waste Management has successfully transitioned 210,000 households in Florida from another hauler to WM service. The core of any transition is fully-integrated planning meetings with local staff and our experts in logistics, plus experience-grounded communication.

Prior Performance:

This proposal is based on local proven performance and prior experience. Waste Management's prior experience includes complex agreements for roll-off collection, as well as all phases of collection. Waste Management of Palm Beach's municipal clients include the County's largest local governments: Wellington, Palm Beach Gardens, West Palm Beach, and Boca Raton, to name a few. Please see *Appendix A* for a sample list of customers. These long standing agreements are a testimony to our excellent service. Please see letters of reference attached as *Appendix C* from both municipal and business customers.

Waste Management is experienced in cities and towns with seasonal population swells and can react to the seasonal differences in volume. Our drivers know visitors may be unfamiliar with the area and as the best trained drivers in the industry, they know what to look for in communities with significant tourist populations.

When bad weather visits an area, Waste Management has decades of experience with maintaining service levels and providing clean-up to restore residents and businesses to normality. Our national Green Team, who are specialists in disaster management, will be available to provide back-up, as necessary.



Safety Is A Core Value

Our customers often cite safety as an important benefit of their partnership with Waste Management. The safety of your residents, our customers, and our employees is a core priority, and we strive to be 100% focused on it, 100% of the time, as we travel the roadways of the communities we serve each day. Please see *Appendix D* for comparative safety records of South Florida haulers.

Resources and Technology

Waste Management's vehicles are the best equipped and have the most modern technology. Equipment reliability is managed and recorded locally. Our *Corporate Policy* requires a minimum 99% reliability standard. WM has the necessary reserve equipment available to ensure that replacement collection equipment can be put into service and operating within one (1) hour of any breakdown. Please see *Appendix F* for a list of equipment that differentiates WM from its competitors and allows us to provide on-time, reliable service every day.

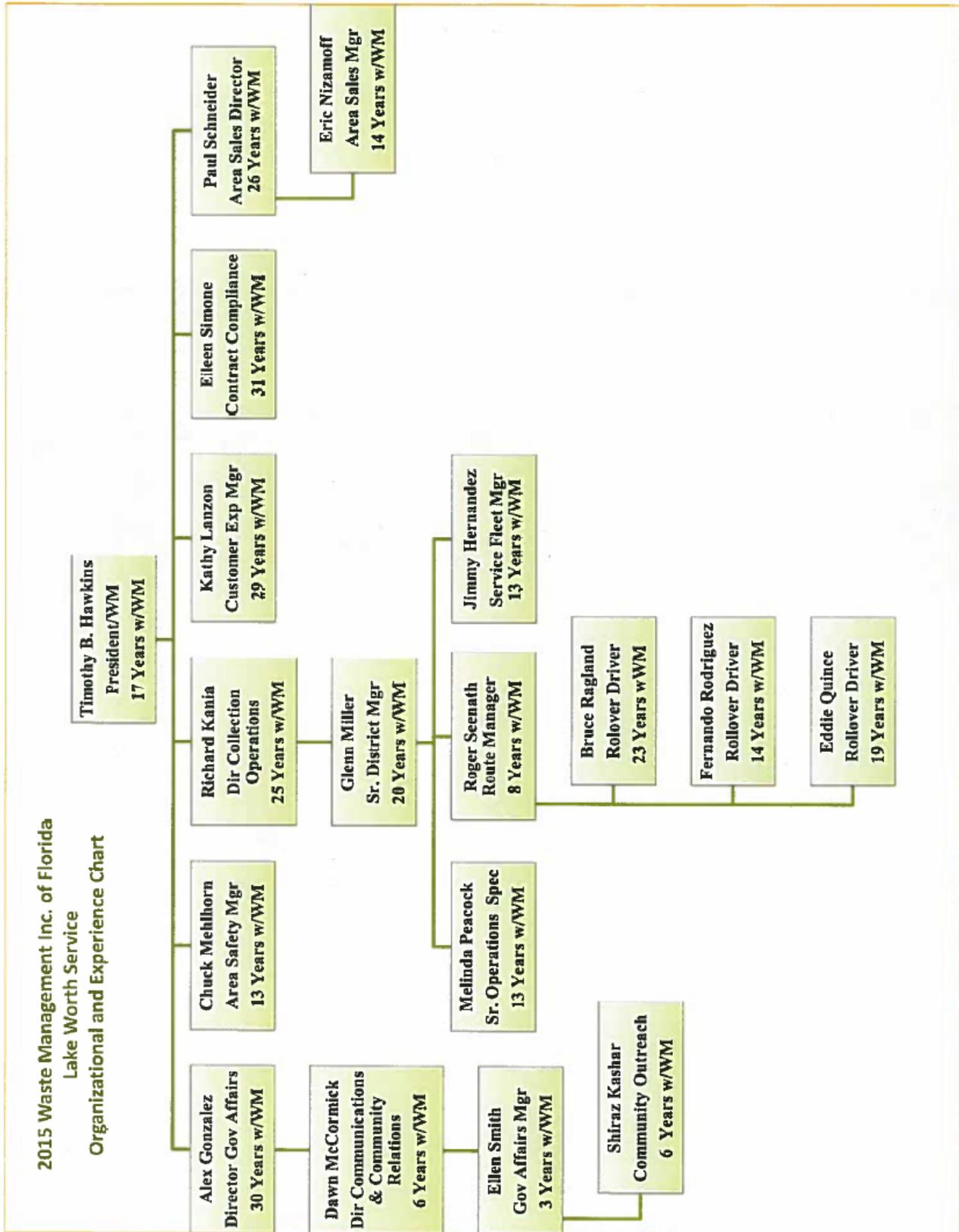
Employees Are Our Greatest Asset

Our commitment to providing world-class service starts with hiring our employees and continues with a commitment to their ongoing training. Please see *Appendix E* for a comprehensive look at our Hiring and Training policies. The experience and longevity of our employees is described in the following organizational chart and is unequalled in the industry. Resumes of our dedicated staff also follow in the next pages. Our Palm Beach division is expert at managing multiple large contracts simultaneously on a daily basis. The staff are ready and trained to implement the requirements of this agreement.

Roll-off service for Lake Worth will be performed under the leadership of 30-year WM veteran, Senior District Manager, Glenn Miller, Jimmy Hernandez, Senior Fleet Manager, and by Roger Seenath, as Route Manager.

Approximately 40 Waste Management employees reside in Lake Worth, so familiarity with the City is a given. Waste Management *knows* Lake Worth. Since 2008, Waste Management has provided disposal of residential single-stream recycling for the Lake Worth community. We are currently working with City staff to reduce contamination in the recycling stream by printing educational door hangers in three languages – English, Spanish, and Creole.

Our staff has demonstrated in multiple municipalities that Waste Management has the expertise to safely and effectively serve the City of Lake Worth. Waste Management staff are trained and ready to implement the requirements of this agreement.





Duties, Qualifications, and Responsibilities of Management Level



Timothy B. Hawkins, President - Waste Management Inc. of Florida
(954) 984-2035 - Phone
THawkins@wm.com – Email

In his position as President of WMIF, Tim Hawkins oversees the operations of Waste Management's Florida Area and its 3,500 employees. The Area consists of the following operations: 18 Local Hauling Districts, 15 Landfills, 24 Transfer Stations, 4 Material Recovery Facilities, 2 C&D Recycling Facilities, 2 Organics Recycling Facilities, 4 Waste-to-Energy Plants and a state-of-the-art Customer Service Center (CSC). Mr. Hawkins has strategic, financial and operations responsibilities for the overall businesses for both the franchised and open markets. Waste Management has employed him for 17 years in various positions in Sales and General Management in TN, MS, LA, AR and FL.

Prior to working for Waste Management, he held various positions in sales, sales management and business development with BFI, a publicly traded solid waste firm for 7+ years. Prior to joining Waste Management, Mr. Hawkins was a loan officer with Leader Federal Bank. He holds a Bachelor of Business. As the senior executive with responsibility for all aspects of WMIF, Mr. Hawkins has intimate knowledge of the operational and financial performance of each of WMIF's franchises and is engaged in every aspect of WMIF's daily operations and strategic plans. Most recently, Mr. Hawkins directed the transition of several municipal customers to automated collection, including Osceola County and the City of Tamarac, and led the management team that successfully developed and opened, in February 2012, the new Tampa Recycled Material Processing Facility, which processed more than 100,000 tons of recyclable material in 2012.



Glenn Miller, Sr. District Manager - Collection
(561) 252-1615 – Phone
Gmiller4@wm.com - Email

Waste Management's Palm Beach District office is lead by **Glenn Miller**, Senior District Manager, a 20-year Waste Management Employee. Mr. Miller oversees all work in Palm Beach County and is available and accessible to the Village at all times.

Glenn Miller will be the district operations manager based in Boynton Beach, 5 miles from The Village. His years of experience cover all areas of our operations. Through "hands on" experience and hard work, he progressed up through the ranks at Waste Management. Mr. Miller is a corporate success story having started as a route driver and achieving promotions to manage our Palm Beach County district operations. He is a graduate of the University of Florida and has particular expertise in materials recovery.

Mr. Miller's span of management at the Palm Beach District Office includes:

- 13 Man Maintenance Yard crew
- 150 drivers
- 7 Customer Support Personnel
- 6 Route Managers

Mr. Miller will assure all contract service requirements are met in house.

Mr. Miller has 10 years of experience supervising multiple comparable projects, including the Village of Wellington, Delray Beach and several Solid Waste Authority collection zones all of which are approximately twenty thousand (20,000) curbside dwelling units two-hundred and fifty thousand (250,000) cubic yards of commercial rubbish.



Jimmy Hernandez, Senior Fleet Manager
(561) 719-2778 – Phone
JHernan1@wm.com – Email

Jimmy Hernandez runs the maintenance operations, which is open virtually “24-7” assuring vehicle readiness. Mr. Hernandez, Fleet Manager for our vehicles, is a forklift trainer, hazardous energy control program trainer, WM fleet manager 101-certified, first aid and CPR trained. He also has training and certification with various manufacturers including:

- Mack
- Autocar
- McNeilus
- Haldex
- MGM
- Meritor
- The Curotto Can

Our shop has won the coveted Top Shop Award within the WM organization. The Palm Beach maintenance shop has 2 ASE Master Certified technicians, 8 mechanics, 1 parts person, 1 utility worker and 1 fleet manager. Mr. Hernandez will be available accessible to the Village at all times.

Mr. Hernandez has 6 years experience as Maintenance Supervisor for Waste Management Palm Beach Office and has discharged his duties toward satisfying contract requirements in Wellington, Riviera and Solid Waste Authority zones.



Roger Seenath, Roll-off Manager
(561) 718-4825
RSeenath@wm.com

Roger Seenath has been with Waste Management for 8 years and has been in managerial roles for a decade. His background includes customer service leadership. Rodger uses this experience to offer expert and reliable service to his customers. Rodger is a native of Miami, Florida and attended Miami-Dade Community College.



Ellen Smith, Government and Community Affairs Manager
(561) 312-0000 – Phone
Esmith13@wm.com – Email

Ellen Smith is a native of Palm Beach County and an expert in translating local government challenges into success stories. Ms. Smith served in the public and private sector for over 25 years, honing her commitment to provide exceptional customer service and satisfy competing political demands. Ms. Smith holds a Master's degree in Public Affairs from the University of Texas and is a graduate of Stetson. Ms. Smith has been with Waste Management for 3 years.



Shiraz Kashar, Community Outreach Coordinator South Florida
(954) 520-2022 – Phone
Skashar@wm.com – Email

Shiraz Kashar has more than 10 years of experience in the waste and recycling industry. He has been with Waste Management since November 2008, specializing in environmental outreach and education. In this capacity, he has worked directly with city officials in Miami Beach and with relevant environmental and other non-profits that serve the Miami Beach area, including the Environmental Coalition of Miami and the Beaches ("ECOMB"), Dream In Green, Keep America Beautiful and Miami Beach Chamber of Commerce. Before working for Waste Management, Mr. Kashar worked for Broward County Waste and Recycling Services. He coordinated the county's Public School System's recycling program, which was one of the nation's largest Institutional recycling programs. He holds a Bachelor's degree from Florida International University.



Melinda Peacock, Sr. Operations Spec, Collections
(561) 207-4138 – Phone
Mpeacock@wm.com – Email

Melinda Peacock has been with Waste Management since 2001. She assists with processing payments and is responsible for record keeping and reporting. Melinda supervises local customer service and she also interfaces with the drivers.



Eileen Simone, Contract Compliance
(512) 356-8287 – Phone
Esimone2@wm.com - Email

Eileen Simone has been with Waste Management since October 1984. Her career started in Accounts Receivable and she worked up to Office Manager. She was awarded employee of the year in 1988 and was instrumental in creating the first "one stop" Customer Service Department. Ms. Simone was recognized and awarded the President's Leadership Award in 1995. Since then she has taken on many roles including Billing Manager, Customer Service Manager, Pricing Analyst, Contract Compliance and assisted with many consolidations and employee trainings. Ms. Simone holds a vast knowledge of the Solid Waste industry and continues to be a "go to" person whenever necessary.



TAB F: Price Proposal

EXHIBIT "E"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
 RFP #15-203**

PRICE PROPOSAL

COMMERCIAL Roll-Off:

Drop off charges associated with the following size containers:

A. 10 cyd per _____	\$ <u>275.00 flat rate</u>
B. 20 cyd per _____	\$ <u>375.00 flat rate</u>
C. 30 cyd per _____	\$ <u>475.00 flat rate</u>
D. 40 cyd per _____	\$ <u>575.00 flat rate</u>

Franchise fee, expressed as one of the following:

A. Fixed percentage of gross receipts for the service month

_____ 20 _____ % \$ _____ monthly revenue

B. Fixed percentage of net receipts for the service month

_____ % \$ _____

Number of days roll-off container will remain on-site between pickups - no limit on days

RESIDENTIAL Roll-Off:

Drop off charges associated with the following size containers:

A. 10 cyd per _____	\$ <u>275.00 flat rate</u>
B. 20 cyd per _____	\$ <u>375.00 flat rate</u>
C. 30 cyd per _____	\$ <u>475.00 flat rate</u>
D. 40 cyd per _____	\$ <u>575.00 flat rate</u>

Franchise fee, expressed as one of the following:

A. Fixed percentage of gross receipts for the service month

_____ 20 _____ % \$ _____ monthly revenue

B. Fixed percentage of net receipts for the service month

_____ % \$ _____

Number of days roll-off container will remain on-site between pickups - no limit on days



• Other Fees:

- A. 1 time delivery fee \$95.00 per delivery
- B. N/A per _____
- C. _____ per _____

- Roll-off container can be delivered/picked up within 24 hours hours after receipt of order, for Commercial service. *same day service if order placed before noon
- Roll-off container can be delivered/picked up within 24 hours hours after receipt of order, for Residential service. *same day service if order placed before noon
- Call Center number to call when placing order: 1-888-906-7428 - Builders Direct

Name of Firm: Waste Management Inc. of Florida

HQ Address: 2700 Wiles Road, Pompano Beach ST FL Zip 33073

FEIN: 59-109-4518 State Incorporated FLORIDA

Phone: (954) 984-2005 Email: thawkins@wm.com

Print Name: Timothy B. Hawkins Title: President

SIGNATURE: [Signature] Date: August 10, 2015

Service Office: 651 Industrial Way, Boynton Beach ST FL Zip 33426

Main Contact Name: Ellen Smith Title: Government Affairs Manager

Phone: (561) 312-0000 Email: esmith13@wm.com

Attach Copies:

State License # 279946 County License # 15-00001387

Type of License(s): Incorporation Certification and Business Tax Receipt

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL (WWW.LAKEWORTH.ORG).

THIS RESPONSE MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME.



TAB G: Financial Qualifications, Litigation and/or Terminations

Litigation Disclosure – Past five years

Preliminary Statement: Waste Management Inc. of Florida (“WMIF”) has operating divisions throughout the State of Florida serving thousands of commercial customers and many governmental entities. Accordingly, there has been litigation to interpret or enforce the Company's solid waste service agreements between WMIF and its private customers, most of which has been settled amicably. The vast majority of this litigation relates to collection of amounts due pursuant to such agreements. Other litigation generally concerns motor vehicle accidents, workers’ compensation and employment issues; those are not listed here. The following list includes litigation in which a governmental entity is a co-plaintiff or co-defendant with WMIF and not an adverse party. None of the matters is material to the business of WMIF.

LITIGATION REGARDING SOLID WASTE SERVICES

- 1) In the Matter of the Arbitration Between the City of Dania Beach, the City of Hallandale Beach, the City of Pembroke Pines, and the City of Pompano Beach v. Reuter Recycling of Florida, Inc., Re: 32-181-00758-02; arbitration demand alleging breach of disposal contract. Settled as to all but Hallandale Beach. As to Hallandale, the case was arbitrated to a conclusion, resulting in a termination of the underlying contract and payment to the City of damages.
- 2) Waste Services of Florida, Inc. v. City of Pinellas Park – Case No. 10-1694-CI-8, Circuit Court, 6th Judicial Circuit, Pinellas County. WMIF is the exclusive franchise hauler for the City. Plaintiff alleges that the exclusive C&D franchise is improper. WMIF intervened. The case settled.
- 3) FDS Disposal, Inc. et al v. City of Inverness and Waste Management Inc. of Florida – Case No. 2009-CA-4156, Circuit Court 5th Judicial Circuit, Citrus County. Plaintiff alleged that renewal of franchise to WMIF was improper. Summary judgment granted to WMIF and the City.
- 4) Danner Construction Co., Inc. et al v. Hillsborough County, Florida -- Case No. 8:09-CIV-650-T-17-TBM, United States District Court, Middle District of Florida, Tampa Division - Small hauler and commercial customer claim that the franchise system in Hillsborough County violates antitrust laws (Florida and US) because the County does not set rates for commercial work, instead allowing the 3 franchised haulers (WMIF, Republic and Waste Services) to compete and set rates by competition. Summary Judgment entered in favor of the County and haulers.
- 5) KOTA of Sarasota, Inc. v. Waste Management Inc. of Florida - Case # 2011 CA008020NC, 12th Judicial Circuit Sarasota County, Florida. Claim that defendant billed and collected certain environmental fees and fuel surcharges not authorized under the service agreement. Damage claim in excess of \$15,000. Case settled.
- 6) Versailles Gardens Condominium Association, Inc. v. Waste Management Inc. of Florida – Case No. 11-10332 18, 17th Judicial Circuit, Broward County, Florida. Suit filed in 2011. Plaintiff claims that failure of City of Tamarac to pass rate resolution invalidates annual contract rates. Voluntarily dismissed by plaintiff.



- 7) City of Delray Beach v. Waste Management Inc. of Florida – Case No. 502013CA011392XXXXMB AI, 15th Judicial Circuit, Palm Beach County, Florida. Declaratory judgment action to determine the validity of collection contract. Case settled after summary judgment entered in favor of plaintiff.
- 8) Antoine-Allison, et. al v. Waste Management Inc. of Florida – Case No. CACE-13-0113482, 17th Judicial Circuit, Broward County, Florida. Claim that odor from landfill interfered with enjoyment of property. Case settled.
- 9) Broward County (Broward County Environmental Protection Department) v. Waste Management Inc. of Florida -- -NOV-NOV 10-0010. Alleged violation of Broward County Code 27-27(a)(1) and (2) relating to a self-reported leachate release caused by accidental rupture of leachate force main during ditch maintenance. -No environmental impacts were found. Agreed Final Order was finalized and corrective actions required by the NOV were completed in 2011. Penalty of \$9,199 paid.
- 10) Broward County (Broward County Environmental Protection Department) v. Waste Management Inc. of Florida -- NOV12-0019. Alleged off-site objectionable odors. Agreed Final Order required odor remediation plan and administrative penalty of \$99,000. Penalty paid and matter closed.

CRIMINAL MATTERS

None

BOND CLAIMS

None

BANKRUPTCY

None

EARLY TERMINATED CONTRACTS

None

SUSPENSION OR DEBARMENT BY PUBLIC ENTITIES

None

ETHICS REQUIREMENT

This RFP response is consistent with the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. No campaign contributions to current City Commissioners have been made.

FINANCIAL QUALIFICATION : FINANCIAL RESPONSIBILITY

Waste Management's financial strength stems from its position as the leading provider of comprehensive waste services in North America. Revenue in 2013 was \$13.98 billion and WM has an asset base in excess of \$22 billion. Please see Letters of Reference from Bank of America attached as *Appendix B*, outlining our secure financial strength.



TAB H: Exhibits

EXHIBIT "A"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203**

REGISTRATION FORM

Proposers should complete and return this form to the Finance office prior to 5:00 P.M. EST, July 31, 2015, in order to receive any addenda(s) issued for this RFP.

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: Waste Management Inc. of Florida

Contact Person: Ellen Smith

Title: Government Affairs Manager

Street: 651 Industrial Way

City: Boynton Beach

State: FL

Zip: 33426

Telephone (561) 312 - 0000

Fax (954) 984 - 2058

E-Mail Address: esmith13@wm.com

Preferred Method of Receipt:

email preferred



EXHIBIT "B"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203**

RESPONDENT INFORMATION PAGE

Company Name: Waste Management Inc. of Florida

Authorized Signature:  Timothy B. Hawkins
Signature Print Name

Title: President

Physical Address: 2700 Wiles Road
Street
Pompano Beach, FL 33073
City State Zip Code

Telephone: 954-984-2005 Fax: 954-956-2250

Email Address: thawkins@wm.com

Web Site (if applicable): www.wm.com

Federal Identification Number: 59-109-4518

This is a requirement of every respondent.



EXHIBIT "C"

**ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203**

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Waste Management Inc. of Florida

As the person authorized to sign this statement on behalf of _____, I

certify that Waste Management Inc. of Florida complies fully with the above requirements.



Authorized Representative's Signature

August 10, 2015

Date

Timothy B. Hawkins

Name:

President

Position:





APPENDIX A

EXPERIENCE

Waste Management is the leading provider of comprehensive waste management and recycling services in the United States. The Company has been in this business almost 110 years, founded in 1894. Waste Management serves municipal, commercial, industrial and residential customers throughout the United States, Canada and Puerto Rico.

The Company's size and range of actives includes:

- a) 367 collection operations
- b) 355 transfer stations
- c) 273 active landfill disposal sites
- d) 16 waste-to-energy plants
- e) 143 recycling plants
- f) 111 beneficial-use landfill gas projects and;
- g) 6 independent power production plants

With the sixth largest trucking fleet in North America (the largest in its industry) and a vast network of facilities, **Waste Management is able to maximize its productivity through efficient routing, pricing and labor utilization.**

Waste Management's network of operations allows the company to offer a full range of environmental services to approximately 25 million residential and over 2 million commercial customers throughout its operating area.



In South Florida, we service approximately 65 municipalities and 22 counties with a fleet of over 780 collection vehicles. The bench is deep for whatever may be needed to satisfy this contract.

Ten Comparable Projects in Florida

MUNICIPALITY AND ADDRESS	Experience	Start Date	Expiration Date	# of Units Serviced
Brevard County (Cocoa & Melbourne) 2725 Judge Fran Jamieson Way Viera, FL 32940	Automated Residential and Commercial Solid Waste, Yardwaste, Bulk, Recycling and Roll Off Collection and Disposal Services	6/21/1988	9/30/2020	100,069
Charlotte County 18500 Murdock Circle Port Charlotte, Florida 33948	Automated Residential and Commercial Solid Waste, Yardwaste, Recycling and Roll Off Collection and Disposal Services	9/13/1977	9/30/2020	84,000
Hillsborough County 601 E Kennedy Blvd Tampa, FL 33601	Automated Residential Collection & Disposal of Solid Waste and Recyclable Materials	10/1/1997	9/30/2020	81,000
Osceola County 4400 Hunt Road Kissimmee, FL 34746	Residential and Commercial Solid Waste, Automated Yardwaste and Roll Off Collection and Disposal Services	10/1/2005	9/30/2018	53,000
Manatee County 4410 66th Street West Bradenton, FL 34210	Automated Residential and Commercial Solid Waste, Yardwaste, Recycling and Roll Off Collection and Disposal Services	10/1/2001	9/30/2016	43,000
Palm Bay, City of 120 Malabar Rd, SE Palm Bay, FL 32907	Automated Residential and Commercial Solid Waste, Yardwaste and Roll Off Collection and Disposal Services	10/1/1991	9/30/2020	42,996
Collier County 2685 South Horseshoe Drive-Suite 103 Naples, FL 34104	Automated Residential and Commercial Solid Waste, Yardwaste, Recycling and Roll Off Collection and Disposal Services	5/1/1995	12/31/2038	108,400
Tamarac, City of 7525 NW 88 Avenue Tarmac, FL 33321	Automated Residential and Commercial Solid Waste, Yardwaste, Bulk and Roll Off Collection and Disposal Services	10/1/2000	9/30/2020	32,000
Melbourne, City of 900 E. Strawbridge Avenue Melbourne, FL 32901	Automated Residential and Commercial Solid Waste, Yardwaste, Recycling and Roll Off Collection and Disposal Services	10/1/2010	9/30/2015	31,695
Riviera Beach, City of 600 West Blue Heron Blvd. Riviera Beach, FL 33404	Automated Residential and Commercial Solid Waste, Yardwaste, Bulk, Recycling and Roll Off Collection and Disposal Services	3/1/2011	9/30/2016	32,000
Wellington, Village of 12300 Forest Hill Blvd. Wellington, FL 33414	Automated Residential and Commercial Solid Waste, Yardwaste, Recycling and Roll Off Collection and Disposal Services	10/1/2008	9/30/2015	22,080



EXPERIENCE

SIMILAR CONTRACTS

Jurisdiction	Single Family Units Curbside	Commercial Cubic Yards	No. of Years Served
Brevard County	100,069	735,000	27
Hillsborough County	81,000	2.9 million	18
Village of Wellington	22,080	272,000	7
Collier County	108,400	3.3 million	10
Manatee County	43,000	735,000	7



APPENDIX B

FINANCIAL STRENGTH



March 13, 2015

Village of Wellington, Florida
12300 Forest Hill Boulevard
Wellington, FL 33414

RE: RFP 035-14/ED for Collection of Solid Waste and Recyclable Materials

To Whom It May Concern:

Bank of America, N.A. has had the pleasure of doing business with Waste Management Inc. and its subsidiaries for approximately 20 years. Not only do we enjoy a comprehensive treasury management relationship, but we also have a very significant credit relationship. We are the Administrative Agent for and a participant in, the company's five-year \$2.25 billion Revolving Credit Facility, which has been handled as agreed.

Waste Management has adequate financial resources and all of their accounts are in good standing. Should you have additional questions about our relationship with Waste Management, please do not hesitate to contact me at: Tel: 617-434-5751 or by email at: maria.f.maia@baml.com.

Thank you for your time.

Sincerely,
Bank of America, NA
100 Federal Street
Boston, MA 02110

Maria F. Maia
Managing Director



Devina A. Rankin
Vice President & Treasurer

WASTE MANAGEMENT, INC.
1001 Fannin, Suite 4000
Houston, TX 77002
(713) 394-2189
(713) 942-1580 Fax

RE: Waste Management Inc. of Florida

Dear Sirs,

The purpose of this communication is to indicate that in the event that Waste Management Inc. of Florida ("WMF") is selected to provide service as outlined in the request for proposal, Waste Management, Inc. (WMI), as the ultimate parent of WMF, fully intends to provide all necessary financial assurance required to support WMF's performance under the agreements entered into with the City. In addition, WMI will support WMF, to the extent necessary, to ensure that WMF can fund all capital and other needs required for the proposed agreements.

To demonstrate WMI's ability to provide such financial assurance and to meet such capital requirements, we provide the following information with respect to the Company's financial position:

- WM maintains a \$2.25 billion revolving credit facility that can be used to support letters of credit and/or cash advances for its operating companies, including WMF. This credit facility is supported by commitments from 20 financial institutions, all of whom have strong credit ratings and financial positions. As of September 30, 2014, WM had approximately \$868 million of letters of credit outstanding under this facility and \$585 million of outstanding borrowings. Accordingly, available credit under this facility for incremental letters of credit and/or cash advances was \$797 million.
- WM is a seasoned issuer of senior notes in public markets and investor demand for the Company's bonds is strong. In May 2014, we issued \$350 million of 3.5% senior notes due May 15, 2024. Investor demand for these bonds was over five times higher than the Company's issuance size, indicating that WM has meaningful access to liquidity in the marketplace.

If you would like any additional information to support your consideration of WMI's ability to provide necessary financial assurance or capital funding, please feel free to contact me at 713-394-2189 or drankin@wm.com.

Sincerely,

Devina A. Rankin
Vice President & Treasurer



APPENDIX C

LETTERS OF REFERENCE



October 3, 2014

To Whom It May Concern:

Waste Management Inc. is Worthing Place's preferred vendor for waste service, recycling, compactor rental and repairs, etc. We have relied on them for many years not only to reliably maintain the pick-up schedules, their equipment, but also to be responsive in times of need.

We were very pleased with their service, their expertise, their professionalism on the job and their ability to meet our service needs. I not only have 217 residential units, but I also have two restaurants, Salt7 and Park Tavern as well as a blow-dry bar, Cloud 10. The retail space is where we find that Waste Management has been very flexible with us when we need extra pickups during a busy season or an event, holiday, etc. Whenever we have needed service on the equipment they did an excellent job repairing equipment and fast.

Greystar has a large portfolio of residential properties and in subsequent years, I personally worked in various cities/counties, Waste Management has been the preferred vendor for those properties.

There is a level of trust, when I am out of town or on vacation, that Waste Management will take care of my technicians directly and get any needs answered.

There have been some tests. At times we've had issues with equipment that didn't work as expected. Most times, this has been the result of misuse from tenants. Waste Management has always come through with completion to our satisfaction, making sure that we had what we needed. They have been innovative in their solutions, even when it meant more work and less gain with additional pickups or more compactors delivered. They stand behind their work too. When they've discovered issues, they don't leave us hanging – they advise us before we are even aware of the situation, they come to the plate and do what is required. They provide electronic updates and notifications for any changes to a regular pick-up and call me if there is ever going to be a delay. That is what enhances our overall relationship.

Waste Management has proven their commitment to us over the years. They have provided excellent service, they go the extra mile when we need their help, they respond to calls from many different departments within our company, they work professionally around our employees and customers, their service people comply with our safety guidelines, and they meet and often exceed our expectations.

If you ask why we name Waste Management as our preferred vendor I respond it's because they've earned that designation by their commitment to serve us without fail. We can depend on them. We know it and they make sure of it.

Best Regards,

Jennifer A. Falco
Community Manager

Waste Management
10000 W. US Highway 1
Mesa, AZ 85207

Phone: 480-342-3333
Fax: 480-342-3333



July 14, 2014

Mayor Cary Glickstein
City of Delray Beach
100 Northwest First Avenue
Delray Beach, FL 33444

RE: Waste Management and New RFP for waste hauler

Dear Mayor Glickstein:

On behalf of Delray Beach Arts and Festival Management Group, I felt it was important to take a moment to write this letter to commend Waste Management for its over 20 years of corporate and community support for our organizations and the special events that we produce.

17 years ago our non-profit organization, Delray Beach Arts, created the Delray Beach Garlic Fest. Seven years ago, our for-profit company, Festival Management Group, was contracted to produce the events for the Delray Beach Chamber of Commerce (which include the Delray Affair, Luminary Gala, Golf Tournament, Prayer Breakfast and the Wine & Seafood Fest). From the beginning, Waste Management partnered with these events to provide both cash sponsorships and in-kind services. Their support has always been crucial to the financial success of the events and we have deeply appreciated their support as we strive to work together to make Delray Beach a great city in which to live, work and play.

Corporate partnerships are vital in this effort, and Waste Management has stepped up repeatedly to assist our organization meet its commitment to the community. Just in past seven years Waste Management has contributed over \$52,100 in cash and \$79,000 in in-kind services. (Please note: prior to our contract with the Chamber of Commerce, they have partnered for at least 10 years prior with the Delray Affair, Luminary Gala, Golf Tournament and Prayer Breakfast increasing the amount of in-kind and cash sponsorships to well over \$500,000)

Event	In-Kind	Cash
Garlic Fest.....	\$28,000	\$15,000
Delray Affair	\$42,000	\$10,500
Wine & Seafood	\$9,000	
Luminary Gala		\$17,500
Golf Tournament		\$5,250
Prayer Breakfast.....		\$3,850
	\$79,000	\$52,100

This past year we were facing huge, unforeseen financial hits to the events due to the lawsuit between Waste Management and the City of Delray Beach. Since this news came to us after annual budgets had been approved, our events were facing large potential deficits. Because of their commitment to the long-time relationship that had been developed over the past 20+ years, and their commitment and passion for these events, Waste Management blessed us by finding a way to waive the equipment, removal and disposal fees associated with the events!

We are asking you consider incorporating in the RFP for waste removal and disposal request an outline of the company's community involvement, sponsorships of community projects and events and most importantly outline the relevant levels and examples to be included as a part of the RFP application. As this potential huge transition will begin during our peak season and we feel that it will provide you with a fair assessment when comparing apples to apples for selecting the waste company for Delray Beach.

140 NE 1st Street * Delray Beach, FL 33444
561-279-0907





Sincerely,

Nancy Stewart-Franczak

Nancy Stewart-Franczak
Executive Director

Cc: Vice Mayor Shelly Petrolia
Deputy Vice Mayor Jordana Jarjura
Commissioner Adam Frankel
Commissioner Al Jacquet



THE CITY OF **COOPER CITY**
Someplace Special

BROWARD COUNTY, FLORIDA

P.O. BOX 290910
9090 Southwest 50th Place
Cooper City, Florida 33329-0910
(954) 434-4300 • Fax: (954) 434-5099
coopercityhall@coopercityfl.org

Greg Ross, Mayor
Lisa Mallozzi, Commissioner
John Sims, Commissioner
James C. Curran, Commis
Jeff Green, Commissioner
Bruce Loucks, City Manag

February 27, 2013

To Whom It May Concern:

This letter is to attest to the service reliability, community involvement and good working relationship that the City of Cooper City has enjoyed with Waste Management. As a valued partner of the City of Cooper City, Waste Management offers strength, security and reliability in our community due to its vast experience, assets and personnel. Waste Management provides for our solid waste collection and recycling services in a timely, professional manner and provides excellent customer satisfaction to our residents, businesses and City Administration. They are good corporate citizens of our Community and are always ready to support our scholarship, educational, athletic and Green Initiative programs. Recently Waste Management provided \$7,500 in college scholarship opportunities for our graduating Seniors. They have also provided specialized recycling containers for a successful high school Senior project.

I highly recommend Waste Management for any solid waste, recycling and green initiative programs that you may look to provide to your community. We look forward to a continued working relationship with the staff and management of Waste Management in the future.

Sincerely,

Bruce D. Loucks
City Manager

BDL/mpa



Abeleina Properties, Inc.

DELRAY BEACH, FLORIDA

Waste Management
651 Industrial Way
Boynton Beach, Florida 33426

October 23, 2014

Attention: Pat Eberly

Dear Sir:

The purpose of this letter is to relate to you the experience that we have had with your company.

Abeleina Properties, Inc. has had commercial buildings located in the Central Core Business District of downtown Delray Beach for many decades. We have contracted the services of Waste Management and have experienced a good working relationship for many of those years. Whenever problems have arisen, which will inevitably occur from time to time, your company's staff has consistently resolved them without delay.

Your personnel have always been pleasant, reliable, cooperative and very professional. We have enjoyed, and look forward to continuing, our business relationship.

Very truly yours,



Robert A. George, M.D.

Treasurer

RAG/ja



- “I certainly would be lost without their care and the work they do. I think they deserve an ‘A.’” Ramona B.
- “I am for keeping Waste Management. I think the guys do a great job. They are very respectful and never leave a mess. I do respect the fact of keeping our air clean and our community nice, green and healthy.” Mrs. P.
- “I’ve been here for 21 years. I support Waste Management because they have done a very good job. They seem to go out of their way and they don’t leave a mess behind them.” Eileen K.
- “I tremendously support Waste Management continuing the collections for the Village of Wellington. They’ve been a tremendous help, they’ve done a wonderful job and they’re good for the environment in all the things that they do.” Mike G.
- “I think their pick up times are good. I think their waste recycling program is good and the garbage and vegetation bin pickup is a good service. They do a very good job.” Kathleen S.





Report Cards: Testimony of Excellent Service – other Government Customers:

In the Village of Wellington, Waste Management gets a monthly Report Card. After a recent storm, Village of Wellington wrote:

Based on reports and data in addition to field operations, Wellington has prepared this document evaluating Waste Management's performance....Our internal route audits and filed observations show no missed routes for the month of August 2012. In every performance evaluation, I always mention exceptional service...this month and last month your Wellington drivers, Supervisor Miguel Rosario and Manager Glenn Miller...*have shown what exceptional service really means.* In the aftermath of Tropical Storm Isaac, Wellington had roads and streets that were inaccessible due to the amount of rainfall. Your drivers made every effort possible to service our residents and even went back to check on water levels to see if they could service any more residents on their routes. It is great to know when the pressure is on, Waste Management...will rise to the occasion.

(Letter to WM from Jesse Wright, Solid Waste Department 9/26/2012, emphasis added.)



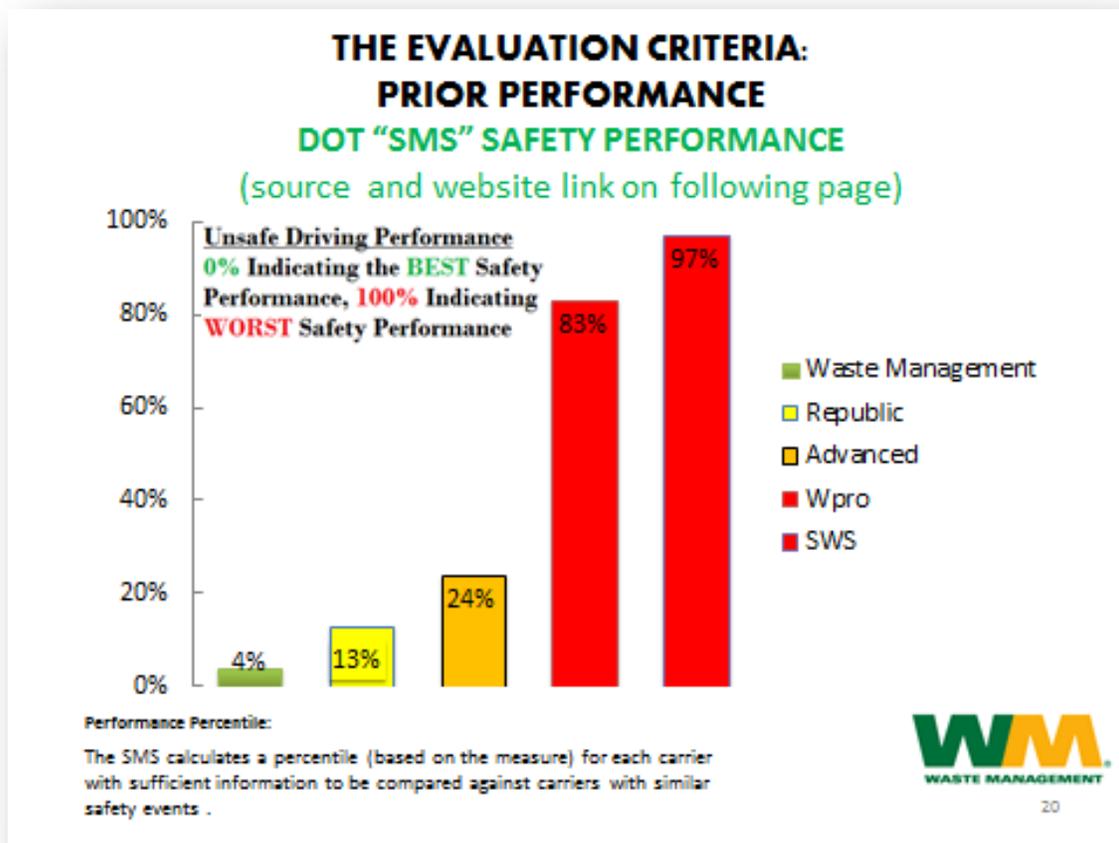
APPENDIX D

COMPARATIVE SAFETY METRICS

Waste Management’s safety performance has ranked among the best in our industry in recent years, even as overall rates in our industry have continued to improve. We work actively with our trade association, the National Waste & Recycling Association, in its efforts to educate the public on how they can make day-to-day sanitary service operations safer for everyone.

Local safety is especially important in a family-oriented bedroom community such as Lake Worth. Our drivers know the safest route to take to avoid school start and end times. Our drivers know how to collect waste unobtrusively during peak season and to maneuver around the seasonal resident influx.

The following chart compares our Florida Safety record to other local haulers.





SAFETY SOURCES & WEB LINK

(FOR PRECEDING PAGE)



U.S. Department of Transportation

Federal Motor Carrier Safety Administration

Safety and Fitness Electronic Records (SAFER) System



FMCSA

Federal Motor Carrier Safety Administration



SMS

Safety
Measurement
System

<http://safer.fmcsa.dot.gov/CompanySnapshot.aspx>



21



APPENDIX E

HIRING AND TRAINING

The Role of the District Manager

The District Manager, Glenn Miller, is responsible for all operations in southern Palm Beach County and for the safety of over 250 employees at the hauling company. He is engaged in the hiring and training of all district employees, ensuring that they receive the required training, and maintains the financial health of the district by constantly reviewing operating expenses.. The District Manager is also an expert in all matters related to the contract.

Roger Saneeth, our Lake Worth Route Manager.

, reports directly to the District Manager and is supported by the operations group, which includes a full maintenance shop, operation specialist, dispatcher, customer service representatives and driver trainers.

At the end of the day, every driver must check in with the dispatch department before leaving for the day. The dispatcher will review the driver's route sheet and ensure that any service issues have been properly communicated to the customer along with the planned resolution. The driver will also confirm for the dispatcher that all the work for the day has been completed.

Quality Assurance

Our commitment to safety and training is continuous and ongoing. This includes:

- Daily "tailgate" trainings and supervisor observed compliance of laws and safety protocol
- Weekly route-specific "tailgate" meetings and drive-alongs
- Monthly formal observations conducted by supervisors and documented in our electronic database
- Video observations subcontracted from *SafeComm Services* which are documented and evaluated
- Annual driver qualification review to verify that drivers meet minimum safety requirements and have not been disqualified during the year.
- In the unlikely event that a collision has occurred, the WM driver involved is thoroughly investigated for cause, liability and for any re-training that may be necessary. The driver is then road tested to ensure that he or she can safely operate and drive the equipment on a continuing basis.

Waste Management also extends its Quality Assurance program by monitoring every customer's waste output and collection at least 5 times per month both internally and also by a 3rd party vendor.

Hiring Process

Providing the safest possible service starts with hiring the right employees. Potential employees must pass a criminal background check, as well as a pre-employment drug screen. All employees undergo testing for use of alcohol and drugs (amphetamines, cocaine, cannabinoids, opiates and phencyclidines) and thereafter, random tests are given to all employees who operate company vehicles on a regular, on-going basis.



We diligently investigate each applicant's work history by contacting previous employers to validate both history and work habits, as well as checking references which we ask the applicant to provide.

Strength Through Training

The foundation of safe, reliable service is well-trained employees and research shows that drivers trained at our centers are significantly less likely to leave the company, and statistically have fewer accidents. This translates into safer, engaged drivers on your streets.

Training begins in the classroom with two full days covering all safety programs required by the Department of Transportation. Another full day is dedicated to a thorough review of our M2Z Rule Book (Mission to Zero accidents and injuries). The Rule Book outlines specific actions required of the drivers to keep them safe in a variety of situations that they often face daily while on the job. The fourth and final classroom-training day is dedicated to our Safe Driving Practices Program. This program discusses the need for drivers to maintain a high level of overall physical fitness to perform their job safely including proper eating and sleeping habits.

Every new employee attends an 80-hour orientation that includes, but is not limited to, Rule Book Review, Safe Driving Practices, selected training from the Waste Management produced Driving Science Series modules, Risk Recognition, Service Machine, Vehicle Pre-Trip, DVIR Guide, Hours of Service, Benefits and Policies. After successfully passing this two-week orientation, there is a 90-day "On the Job" (OJT) training at the home location where performance is carefully monitored and evaluated by the Driver Trainer, Route Manager, Operations Manager and the District Manager; the new hire must pass the OJT within 90 days in order to be released to drive. Drivers are further trained for 100 hours with trainers who ride along with them, and then are observed for 600 probationary hours to evaluate their real performance on the road.

Additionally, there are 32 combined hours of vehicle operations training in both controlled and route environments focusing on backing, overhead obstacles, and defensive routing. We ensure all employees stay current on the information needed to be safe in all aspects of their jobs throughout their tenure with Waste Management.

At Waste Management's corporate training facility in Fort Myers, Florida, our drivers learn how to handle potentially dangerous scenarios in the safety of our tactical truck simulator. The simulator takes drivers through everyday situations, from driving on the highway to urban city settings. Pre-programmed to respond like one of several vehicles in our fleet, including a loaded 13-ton waste truck, the training courses include lifelike interactive weather elements, traffic signals, pedestrian facsimiles and virtual vehicles that stop suddenly or change lanes erratically. Drivers have a multi-screen view that imitates the actual view from their vehicle. The steering wheel and seat in the simulator provide realistic sensations — so that the driver feels the bumps in the road and the pull of the steering wheel. At the end of a full training session, drivers receive a comprehensive evaluation of their performance in key safety areas.



APPENDIX F

EQUIPMENT THAT SETS US APART

- **Onboard Computing System (OCS)** - Waste Management's Onboard Computing System is a cutting-edge technology solution that enables our collection operations to provide the best customer service in the waste industry. OCS allows us to plan, confirm and execute service using mobile tablet computers and has been implemented throughout Waste Management's Florida operations. In-short, OCS allows us to know instantaneously in real time the status of routes.
- **Drive-Cam** - Monitors driver actions and behavior while operating the truck. Forward facing camera is invaluable for use in evaluating driver reaction to various traffic conditions and accident prevention, as well as accident investigation. Drive Cam, a palm-sized digital video event recorder mounted on the windshield of WM collection vehicles, tracks leading safety indicators to identify and correct risky behavior before accidents occur, further protecting your citizens and visitors, as well as our employees. The DriveCam Program also contributes to Waste Management's company focus of implementing green initiatives. Drive Cam equipped vehicles typically deliver an average of 12 percent reduction in fuel usage through the effective management of more efficient driving routes, and regulating excessive idling and vehicle speed.
- **Backup Camera** - Provides in cab, wide-angle view of the area behind the truck whenever the truck is placed in reverse gear. Actively reduces potential for backing accidents and enhances pedestrian safety.
- **Bus-Boy Mirrors** - Angled convex mirrors located on the front of the truck allowing the driver an unrestricted view of the area immediately in front of the truck. Especially valuable when children and/or adult pedestrians are present in both residential and congested downtown areas.
- **Trapezoidal Side Lights** - Floodlights located about halfway down the side of the body that comes on automatically when the truck is shifted to reverse. Bright flood lighting illuminates both sides of the truck and roadway providing an added margin of safety while backing in the dark.
- **LED Strobe Lights and Flashers** - Provides the best possible rear of truck visibility for approaching motorists. Improves safety for helpers while working at the rear of residential service trucks.
- **Sears Air Ride Drivers Seat** - Provides added comfort and excellent ergonomics for the driver. Includes eight-way adjustability including lumbar support to help reduce driver fatigue and improve overall performance.
- **Reflective Signage and Striping** - Highly reflective rear of vehicle striping and signage to provide exceptional margin of safety and visibility when approaching trucks from the rear during darkened hours.
- **Heavy Duty Disc Brakes** - Provide the very best stopping distance for heavy trucks in the industry. Exceeds all Federal Motor Vehicle Safety Administration requirements for heavy motor vehicle stopping distance.
- **Compressed Natural Gas (CNG) Power** - 90% of all new trucks purchased by Waste Management use CNG as the motor fuel. Lowest Green House Gas emission of any available motor fuel. Sustainable fuel is from 100% US and Canadian sources.



- **On-board Methane Detection** - Waste Management is the only US refuse hauler that specifies on-board methane detectors in all CNG powered vehicles. Methane detectors provide immediate visual and audible alarm for potential leaks from the CNG fuel tanks or lines. We provide the highest margin of safety for our drivers, helpers and the public.
- **Four Braid Hydraulic Hoses** - Part of Waste Management's standard truck body specification, doubling the safety margin against high-pressure hydraulic leakage.



APPENDIX G

AWARD WINNING LEADERSHIP

The City of Lake Worth is recognized as a premier South Florida Community. With vision and creativity and through effective partnerships, they have created an affordable and thriving climate for both families and businesses.

Similarly, Waste Management is proud of the recognition that it has received as a business and as an environmental leader. Waste Management is especially proud to be a great place to work and a world class environmental steward. Below are samples of our awards:



Green Innovator Award



*2015 Ethisphere's List of
World's Most Ethical Companies
8 time winner*



CORPORATE RESPONSIBILITY MAGAZINE

*Best Corporate Citizen Award
In the Services Category*



*Best Places to Work for LGBT
Equality Corporate Equality Index*



Conservation and Education Award



*G.I. Jobs Magazine
Top 100 Military Friendly Employer*



*Phoenix Open Gold Certification
For Responsible Sport*





City of Lake Worth
Evaluation Matrix

FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33460

RFP 15-203
ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL
Evaluation Meeting: Friday, August 28, 2015 at 10:00AM City Hall Conference Room

TOTAL AVERAGE WEIGHTED SCORE

Evaluation Criteria Score Sheet:	Weight	RANKED:		
		3	1	2
1. Prior experience with operations of similar size, complexity, and nature of services to be provided (including required licenses)	10	10	10	10
2. Past record of performance with the City (if any)	10	3	6	3
3. Availability of qualified personnel based upon workload	10	9	10	10
4. Proximity of the principal office to City of Lake Worth	10	9	8	9
5. Financial respons b l ty	10	6	9	5
6. Approach to performing the tasks described in the Scope of Services	10	8	9	9
7. City, municipal, or other government experience	10	9	10	10
8. Estimated franchise fee proposed	10	7	3	6
9. Drop-off Charges proposed	10	6	3	7
10. Number of days between drop-off and pick-up proposed	10	3	9	9
TOTAL AVERAGE POSSIBLE POINTS	100	76	89	82
Total Points Received:		228	266	247

Exhibit A - Registration Form	NO	YES	YES	YES
Exhibit B - Proposer Information Page	YES	YES	YES	YES
Exhibit C - Drug Free Workplace	YES	YES	YES	YES
Exhibit D - References	YES	YES	YES	YES
Addendum #1	YES	YES	YES	YES
Required Licenses	YES	YES	YES	YES
Electronic Copy (CD)	NO	YES	YES	NO

City of Lake Worth
Evaluation Matrix

FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33460

RFP 15-203
ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL
Evaluation Meeting Friday, August 28, 2015 at 10:00AM City Hall Conference Room

EVALUATOR: Jaimie Brown, Public Services Director

RANKED:

Evaluation Criteria Score Sheet	Weight	Waste Pro of Florida, Inc. (3)	Waste Management Inc. of Florida (1)	Southern Waste Systems, LLC (2)
1. Prior experience with operations of similar size, complexity, and nature of services to be provided (including required licenses)	10	10	10	10
2. Past record of performance with the City (if any)	10	0	0	5
3. Availability of qualified personnel based upon workload	10	10	10	10
4. Proximity of the principal office to City of Lake Worth	10	9	9	10
5. Financial responsibility	10	9	10	8
6. Approach to performing the tasks described in the Scope of Services	10	9	10	9
7. City, municipal, or other government experience	10	10	10	10
8. Estimated franchise fee proposed	10	8	10	6
9. Drop-off Charges proposed	10	8	10	6
10. Number of days between drop-off and pick-up proposed	10	8	10	9
TOTAL POINTS RECEIVED		81	88	83
		74	95	83
		77	82	81

Exhibit A - Registration Form	NO	YES	NO	YES
Exhibit B - Proposer Information Page	YES	YES	YES	YES
Exhibit C - Drug Free Workplace	YES	YES	YES	YES
Exhibit D - References	YES	YES	YES	YES
Addendum #1	YES	YES	YES	YES
Required Licenses	YES	YES	YES	YES
Electronic Copy (CD)	NO	YES	YES	NO

Jaimie Brown
8/28/15

651 Industrial Way, Capron, VA

WM

Next day service on all requests

Currently 160 routes, 150 employees, 65 vehicles

Services Wellington, PB Gardens, Boca, Town/Jupiter Riviera, etc.

Mentioned transition experience: 210,000 homes since 2006

10 yd	\$275
20	375
30	475
40	575

20% Frar. of monthly gross proposed

\$95 delivery

Appendix D: comparative safety metrics

90% of new trucks are CNG

Days on site b/w pickups = no limit

411 Tall Pines Rd, WPB

Waste Pro

4 hr service window after notification

Stated they serve more municipal residents than any other hauler in FL (97 cities & counties)

Port St. Lucie, St. Lucie County, Loxahatchee Groves, etc

Good "Educational Services" section

\$125 delivery fee } From bid

20 yd	From \$348
30	From 378
40	From 408

} Into From their Website

15% Frar. of monthly gross proposed

Days on site b/w pickups = 15

620 Hillbush Dr, ^{Leontine}
SWS

37 Municipal contracts

Delray, SWA, Atlantis, Haverhill, etc.

10 yd	\$264
20	302
30	378
40	302?

} Plus Frar. fee

possibly should be \$462

Compactor = \$150/pickup \$42/disposal \$+ Frar. fees

10% Frar. of monthly gross



City of Lake Worth
Evaluation Matrix

FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33460

RFP 15-203
ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL
Evaluation Meeting: Friday, August 28, 2015 at 10:00AM City Hall Conference Room

Evaluation Criteria Score Sheet	Weight	TOTAL AVERAGE WEIGHTED SCORE		
		Waste Pro of Florida, Inc. (3)	Waste Management Inc. of Florida (1)	Southern Waste Systems, LLC (2)
1. Prior experience with operators of similar size, complexity, and nature of services to be provided (including required licenses)	10	0 / 0	0 / 10	0 / 1
2. Past record of performance with the City (if any)	10	0 / 0	0 / 10	0 / 10
3. Availability of qualified personnel based upon workload	10	0 / 10	0 / 10	0 / 10
4. Proximity of the principal office to City of Lake Worth	10	0 / 9	0 / 8	0 / 0
5. Financial responsibility	10	0 / 5	0 / 10	0 / 0
6. Approach to performing the tasks described in the Scope of Services	10	0 / 8	0 / 10	0 / 0
7. City, municipal, or other government experience	10	0 / 10	0 / 10	0 / 1
8. Estimated franchise fee proposed	10	0 / 8	0 / 10	0 / 6
9. Drop-off Charges proposed	10	0 / 4	0 / 7	0 / 8
10. Number of days between drop-off and pick-up proposed	10	0 / 10	0 / 10	0 / 10
TOTAL AVERAGE POSSIBLE # POINTS	100	0	0	0
Total Points Received:		74	95	83

- Exhibit A - Registration Form
- Exhibit B - Proposer Information Page
- Exhibit C - Drug Free Workplace
- Exhibit D - References
- Addendum #1
- Required Licenses
- Electronic Copy (CD)

(NO)	YES	YES	YES
YES	YES	YES	YES
YES	YES	YES	YES
YES	YES	YES	YES
YES	YES	YES	YES
YES	YES	YES	YES
(NO)	YES	YES	(NO)

8/28/15
Felix L. ...
Asst. Dir. of Services

**FRANCHISE AGREEMENT
FOR ROLL-OFF CONTAINER COLLECTION SERVICES
WITHIN THE CITY OF LAKE WORTH**

THIS FRANCHISE AGREEMENT made and entered into as of this ____ day of _____, 2016, by and between the CITY OF LAKE WORTH, a municipal corporation of the State of Florida (hereinafter referred to as "CITY"), whose address is 7 North Dixie Highway, Lake Worth, Florida 33460 and WASTE MANAGEMENT INC. OF FLORIDA (hereinafter referred to as "CONTRACTOR"), with its principal place of business at 651 Industrial Way, Boynton Beach, Florida 33426.

WITNESSETH:

In consideration of the mutual benefits contained herein, the parties hereto agree as follows:

ARTICLE I

1.1 LIAISON BETWEEN CITY AND CONTRACTOR

All dealings, contracts, notices and payments between the Contractor and the City shall be directed by the Contractor to the City's Contract Administrator or Designee.

1.2 COMMENCEMENT OF SERVICES

Contractor agrees to provide the services as set forth herein and shall commence performing such services on February 1, 2016, or as otherwise agreed to by the contract administrator.

1.3 TERM

It is the City's intention to afford the selected contractor an exclusive thirty-six (36) month contract, commencing no later than February 1, 2016 and terminating February 1, 2019, with the option of renewal for two (2) additional twelve (12) month periods.

1.3.1 The Contract may be renewed for two (2) additional one (1) year periods, upon mutual consent of the parties.

1.3.2 Upon conclusion of the initial thirty-six (36) month term and annually thereafter, the Contractor has the right to request a rate adjustment based on the WST CPI: Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, Series ID CUSR0000SEHG. The rate adjustment shall be based on a rolling annual average calculated from the preceding October to September period. The request may be granted upon submission of documentation justifying the adjusted rate.

1.3.3 This Contract is effective immediately upon execution.

1.4 **TRANSITION**

The Contractor and City shall coordinate and confirm a transitional schedule of service and its implementation. The City will empty containers prior to Waste Management assuming service. During the period of transition, if the City was paid for services and Contractor provides those services, City will reimburse the Contractor the rate City was paid.

During the period of transition and upon the execution of this Contract, the City may either assist with the emptying of existing containers or Contractor may use City containers until the transition of services is complete.

Upon agreement and coordination with the City, beginning after the execution of this agreement upon the request of the customer to have the container emptied, if a replacement is necessary, Contractor shall replace with its own container.

Any existing compactor leases between the Contractor and a customer will be honored for the term of the existing agreement between the parties and nothing contained herein will be construed to interfere with an existing lease or contract between Contractor and customer.

1.5 **DEFINITION OF TERMS**

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

- A. **City** shall mean the City of Lake Worth.
- B. **Collection** shall mean the process whereby materials collected are removed and transported to a Designated Facility.
- C. **Compactor** shall mean any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.
- D. **Container** shall mean the of roll-off and compactor containers that are 10 yards in capacity or greater.
- E. **Containerized Residential Solid Waste Collection Service** shall mean solid waste collection service of all Dwelling Units whose Garbage, Trash, Bulk Trash or Vegetative Waste is collected by means of a central or shared Container and not by means of a Garbage Can. Vegetative Waste shall not be commingled with Garbage, Trash, or Bulk Trash.

- F. **Construction and Demolition Debris (C&D)** shall mean materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.
- G. **Contract** shall mean this Franchise Agreement.
- H. **Contractor** shall mean that person or entity set out initially above that has entered into a Contract to provide the services described herein for the Service Area.
- I. **Contract Administrator** shall mean the Public Services Director or his designee who shall act as the City's representative during the term of this Contract.
- J. **County** shall mean Palm Beach County.
- K. **Designated Facility** shall mean a Solid Waste Authority owned or permitted disposal, processing, recovery, recycling or transfer facility which receives such material.
- L. **Garbage** shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Vegetative Waste shall not be commingled with garbage in the same collection. Garbage shall not include any material that falls within the definition of Special Waste.
- M. **Hazardous Waste** shall mean solid waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code Chapter, or by any future legislative action.
- N. **Mayor** shall mean the Mayor of the City of Lake Worth, Florida, or a designee appointed by the Mayor.
- O. **Mixed Paper** shall be defined as a mixture of paper products including magazines, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, notebook paper and other paper products.
- P. **Recovered Materials**, as defined in Florida Statute 403.703(24), means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated

or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered materials as described in this subsection are not solid waste.

- Q. Roll-off and Compactor Collection Service** shall mean the Collection of roll-off and compactor containers that contain garbage, trash, vegetation and C&D. The Roll-off Collection Service shall not include any other type of waste, including but not limited to Hazardous Bio-Medical and Recovered Materials.
- R. Service Area** shall mean the municipal boundary and any annexed areas within the City of Lake Worth.
- S. Solid Waste Authority Disposal Facility** shall mean place or places specifically managed, operated, or permitted by the Solid Waste Authority of Palm Beach County, Florida.
- T. Trash/ Bulk Trash** All types of refuse, including vegetative waste as defined in this section; but not including garbage, hazardous wastes, infectious wastes or septic tank wastes.
- U. Uncontrollable Forces** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to force majeure, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- V. Vegetative Waste** Grass, leaves, tree or shrubbery cuttings incidental to the care of lawns and gardens and capable of being containerized, including tree branches, palm fronds and stumps.
- W. White Goods Waste** Discarded appliances including but not limited to stoves, refrigerators, washing machines and dryers; discarded furniture including but not limited to sofas, chairs, mattresses and box springs.

ARTICLE II

CITY'S RESPONSIBILITIES

2.1 EXCLUSIVITY

The Contractor shall have the exclusive right to provide all Roll-off and Compactor Collection Services within municipal boundaries of the City of Lake

Worth, except in those instances, related to City projects, where the City decides, in its sole discretion, to provide its own roll-off collection service.

2.2 Enforce Exclusivity of Contract:

City shall utilize its reasonable best efforts as permitted by applicable law to enforce the exclusivity granted to Contractor pursuant to the terms of this Agreement.

The City will use the same, or substantially the same, procedure as shown below, to notify all potential users in the City of Lake Worth as to how to order the roll-off services:

The City will annotate the name, contact information and pricing schedule of Waste Management on the required building permit application and the issued permit indicating that Waste Management is the exclusive contractor for the City. All Building permits, issued by the City, shall include a condition that roll off services will be provided by Waste Management and that use of any other hauler may result in a stop-work order, fine, and/or penalty.

2.3 Customer List: The City shall supply Waste Management with its customer list no later than five (5) days after the effective date of the Contract.

ARTICLE III

CHARGES, RATES AND LEVEL OF SERVICES

3.1 Conditions and Frequency of Service: The size and frequency of the Container designated for garbage, trash, or C&D for Roll-off and Compactor Collection Services shall be determined between the customer and the Contractor. However, size and frequency shall be sufficient to provide that no trash need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer. Roll-off container frequency of collection shall be sufficient to contain the waste without spillage. Customers may own their roll-off container or compactor provided that the customer is completely responsible for its proper maintenance. Such roll-off containers shall be of a type that can be serviced by the Contractor's equipment. All trash shall be placed in the roll-off container. All roll-off containers shall be kept in a safe, accessible location agreed upon between the Contractor and the customer. Any roll-off container damaged by the Contractor shall be repaired or replaced by the Contractor within seven (7) days.

3.2 Collection:

- A. Roll-off and Compactor Collection Service shall be conducted between the hours of 7:00 a.m. and 6:00 p.m., six (6) days per week, excluding Sunday. In the event the City adopts an ordinance regulating the hours of collection for roll-off containers and compactors, Contractor agrees that the hours in the Code, if different from the hours listed, shall prevail.
- B. Container delivery and Collection Services will be provided within twenty-four (24) of request.

- 3.3 **Method of Payment:** The Contractor shall be responsible for billing, collection, hauling and disposal charges as shown in Exhibit "A". Compactor lease charges shall be negotiated between the Contractor and customer and are excluded from Franchise Fees.
- 3.4 **Cost Statements:** A confidential statement of gross revenue and fees for the services provided under this Contract shall be prepared by the Contractor in accordance with generally accepted accounting principles for each month during the term of this Contract. The cost statements shall be submitted forty-five (45) days after the reported month. The City shall assign the Contractor the appropriate disposal credits issued to the City by Solid Waste Authority. The City of Lake Worth shall utilize its best efforts to maintain the confidentiality of these reports.
- 3.5 **Customer Billing:** The Contractor will bill the Customer directly and billing will be subject to the rates, as shown on Exhibit "A" and City's Franchise fee.
- 3.6 **Delinquency:** All customer bills thirty (30) days past due will be subject to a late payment charge as shown on Exhibit "A".
- 3.7 **Inactivity Charge:** The Contractor may charge an inactivity fee, as shown on Exhibit "A", for sites that have not required a haul within thirty (30) days.
- 3.8 **Franchise Fee:** To compensate the City for the cost of administration, supervision and inspection rendered for the effective performance of this Contract, the Contractor shall pay to the City a fee of twenty percent (20%) fixed percentage of gross receipts, late fees and restart fees collected by Contractor for the service month revenue total prior to applying the 20% for calculation of the franchise fee due to the City. Franchise fees shall be payable within forty-five (45) days of the last day of each calendar quarter. A late charge of 1.5% of the monies due for the Franchise fee shall be calculated monthly until payment is received. Revenue from the lease of Compactors is excluded from the Franchise Fee paid to the City.
- 3.9 **Restart Charge:** After thirty (30) days of inactivity a restart charge, as shown on Exhibit "A", will be required to renew services.

- 3.10** **Roll-off Collection Rates:** For all Collection services, the charges shall be initially based on the rates set forth in Exhibit "A". At the end of six (6) months prior to the end of the initial term and each term option for renewal will be negotiated and the rate may be adjusted according to water sewer trash index or other supporting documents to justify increase/decrease in rate.
- 3.11** **Solid Waste Disposal Costs:** The Contractor will pay a Solid Waste Authority Disposal Facility for all solid waste disposal costs incurred for disposing of solid waste.
- 3.12** **Trip Charge:** If City or customer fails to provide safe and unobstructed access to the equipment on the scheduled collection day Contractor will charge City or customer a trip charge as indicated on Exhibit "A".

ARTICLE IV

QUALITY OF PERFORMANCE OF CONTRACTOR

4.1 **CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall maintain a local phone number within Palm Beach County where customers may place an order, make an inquiry, seek information or register a complaint. It shall be manned during collection hours and shall be open during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to during all non-office hours.

- 4.2** **Reports:** The Contractor shall provide the City with the following:
- A.** Cost statements, as described in section 3.4 of this agreement, every forty-five (45) days.
 - B.** Compliance Report, as described in section 4.3 of this agreement, quarterly.
 - C.** An equipment list, as described in section 4.10 of this agreement, annually.
 - D.** Ensure and certify all required documents, as described in section 5.2 of this agreement, annually.
- 4.3** **Complaints:** The Contractor shall respond to all complaints promptly. The Contractor shall maintain a record of all complaints as a Compliance Report and indicate the disposition of each in said record. Such records shall be provided by the Contractor to the City on a quarterly basis. Such records shall indicate the day

and the hour on which the complaint was received, and the day and the hour on which it was resolved.

In the event of a dispute between the Contractor and Customer the City Public Service Director shall render the final decision as to resolution of a Customer complaint.

- 4.4 **Compliance with State, Federal and Municipal Law:** The Contractor shall comply with all applicable City, State and Federal laws.
- 4.5 **Contractor's Officer(s):** The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the Contract Administrator or City designee.
- 4.6 **Drivers License:** Each vehicle operator shall at all times carry valid Florida CDL license for the type of vehicle that is being driven.
- 4.7 **Employee Uniform Regulations:** The Contractor's roll-off collection employees shall wear a uniform or shirt bearing the company's name.
- 4.8 **Equal Employment:** No person shall be denied employment by the Contractor for reasons of race, sex, national origin, creed, age, physical handicap, or religion.
- 4.9 **Fair Labor Standards Act:** The Contractor is required and hereby agrees by execution of this Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.
- 4.10 **Operating and Safety Training:** The Contractor shall provide operating and safety training for all personnel.
- 4.11 **Collection Equipment:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Contract. Upon execution of the Contract and annually thereafter, the Contractor shall provide a format specified by the Contract Administrator a list of the equipment to be used by the Contractor to provide services relating to this Contract. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

- 4.12 **Holidays:** The following days shall be authorized holidays: Thanksgiving Day, Christmas Day and New Year's Day. The Contractor has the option to provide or not provide service or maintain office hours on these designated holidays. Service not provided on authorized holidays shall be collected on the next scheduled customer's collection day.
- 4.13 **Manner of Collection:** The Contractor shall collect waste with as little disturbance as possible and shall leave any receptacle at the same point it was collected.
- 4.14 **Recycling Goal and Designated Facilities:** All garbage and trash collected under this Contract shall be delivered to a Solid Waste Authority facility. All construction and demolition debris collected under this contract shall be delivered to a facility permitted or operated by the Solid Waste Authority.
- 4.15 **Spillage:** The Contractor shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection shall occur. During hauling, all recyclable material shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage, the Contractor shall promptly clean up all spillage and leakage and repair any damage caused by such spillage or leakage at no cost to the City.
- 4.16 **Solid Waste Disposal Facility or Designated Facility:** All waste shall be hauled to a facility owned or permitted by the Solid Waste Authority of Palm Beach County.
- 4.17 **Hazardous Waste, Biohazardous or Biomedical Waste and Sludge:** The Contractor shall not be required to collect and dispose of Hazardous Waste, Bio hazardous or Biomedical Waste, or Sludge, but may offer such service in the Service Area. All such collection and disposal for those types of waste in this Section are not regulated or exclusive under this Contract, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.

ARTICLE V

CONTRACT PERFORMANCE/PENALTIES/DEFAULT

5.1 **CONTRACT PERFORMANCE**

It is the intent of this Agreement to ensure that the Contractor provides a quality level of Roll-off Collection Services to all commercial and residential customers within the City of Lake Worth. The City shall levy \$100.00 per incident administrative charges for those actions related to service as listed within this Contract including, but not limited to:

1. Failure to clean spillage caused by Contractor at time of occurrence
2. Failure to provide clean, safe, sanitary equipment
3. Failure to maintain office hours as required
4. Operator not licensed
5. Failure to provide documents and reports in a timely and accurate manner
6. Failure to cover materials on collection vehicle(s)
7. Collection employees out of uniform
8. Name and phone number not displayed on equipment or containers
9. Using improper truck to service commercial or residential customer
10. Failure to respond to customer calls in a timely and appropriate manner

5.2 The Contractor shall file and keep current with the City all documents and reports required by this Contract. By September 1st of each year this Contract is in effect, the Contractor shall ensure and certify to the City that all required documents such as, but not limited to, certificates of insurance, audits, performance bond or letter of credit, route schedule and maps, driver's license certifications, and list of collection equipment vehicles, are current and on file with the City. Failure to file any document or report within thirty (30) working days of the required filing date, except where granted an extension by the Contract Administrator, may result in the levy of an administrative fine as provided in 5.1.

5.3 **DEFAULT AND DISPUTE OF THE CONTRACT**

It shall be the duty of the Contract Administrator to observe closely the Contractor's services pursuant to the Contract. Each of the following events or conditions shall constitute an "Event of Default" by the Contractor.

The Contractor takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its reorganization, under the bankruptcy laws, or under any other law or statute of the United States, or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its assets; or,

By order or decree of a court, the Contractor shall be adjudged bankrupt, or any order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the null, void, and of not effect; or,

The Contractor has abandoned, failed, or refused to perform,

Such events or conditions shall be considered a material breach of the Contract and the Mayor/Contract Administrator shall notify the Contractor in writing of the breach. A copy of such written notice is to be mailed to the surety on the performance bond. If within a period of seven (7) days the Contractor has not eliminated the conditions considered to be a breach of contract, the Mayor/Contract Administrator shall notify the City Commission and a public hearing shall be set for a date within fifteen (15) days of such notice. The Mayor/Contract Administrator shall, not less than five (5) days prior to the date of such hearing, notify the Contractor and the surety of the date and place of the public hearing at which the Contractor shall be required to show cause why the Contractor has not breached the terms of the Contract. Should the Contractor fail to appear at the hearing or fail to show cause why it has not breached the terms of the Contract, to the reasonable satisfaction of the City, the City shall declare a default on the Contract and notify the Contractor and the surety on the performance bond of such a declaration of default, or authorize the Mayor/Contract Administrator to take such other action as may be required.

Upon such a declaration of default, all payments due to the Contractor shall be retained by the City and applied to the completion of the Contract and to damages suffered and expenses incurred by the City by reason of such default, unless the surety on the performance bond shall assume the Contract, in which event all payments remaining due to the Contractor at the time of default, less amount due the City from the Contractor and less all sums due the City for damages suffered and expenses incurred by reason of such default, shall be due and payable to such surety. Thereafter, such surety shall receive monthly payments equal to those that would have been paid to the Contractor had said Contractor continued to perform the Contract.

ARTICLE VI

GENERAL, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 ASSIGNMENT AND SUBCONTRACTING

The Contractor may assign a portion of this contract to any other sub-contractor upon receiving written consent of the Contract Administrator. In no event shall the Contractor assign the entire contract to a sub-contractor. In the event that the Contractor assigns a portion of the Contract, the assignment shall be subject to the sub-contractor's acceptance of the terms and conditions set forth in this proposal specification. The Contractor shall provide in his/her proposal a copy of any such assignment. Any documents required to be submitted by the Contractor under his/her proposal specifications shall also be submitted by the sub-contractor.

6.2 PERFORMANCE AND PAYMENT BOND

Contractor shall furnish to the City, prior to the commencement of services, a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of \$750,000.00 or the amount equal to one year of service under the Contract, whichever is greater. The bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all sub-contractors, materials and laborers. Said bonds shall be subject to the approval by the City.

6.3 **INSURANCE REQUIREMENTS**

6.3.1 **Contractor and Subcontractor:** During the life of the Contract, the Contractor shall procure and maintain insurance of the types and to the limits specified below, and provide the City with certificates of insurance as evidence thereof. Except for Workers Compensation and Employer's Liability policies, the City shall be an additional insured on this insurance with respect to all claims arising out of the operations of work to be performed. Cancellation or modification of said insurance shall not be effected without thirty (30) days prior written notice to the City. The Contractor shall require until completion of that subcontractor's services, insurance of the types and to the limits specified below, unless the subcontractor's work is covered by the protection afforded by the Contractor's insurance. It shall be the responsibility of the Contractor to ensure that all its subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

6.3.2 **Worker's Compensation:** Worker's Compensation coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$100,000.00 per each accident.

6.3.3 **Comprehensive General Liability:** The Contractor shall provide and maintain during the life of the Contract, at his own expense Comprehensive General Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Offices and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Premises and/or operations.

Independent Contractors.

Products and/or completed operations.

The contractual coverage must specify that it covers the Hold Harmless Agreement which is part of this Contract.

6.3.4 **Comprehensive Automobile Liability:** The Contractor shall provide and maintain during the life of the Contract, at his own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of \$500,000 combined single limit for bodily injury liability and property damage liability.

Owned vehicles.

Hired and non-owned vehicles.

Employer's non-ownership.

The Contractual coverage must specify that it covers the Hold Harmless Agreement which is part of this Contract.

6.3.5 **Umbrella Liability:** The Contractor may provide umbrella liability to satisfy the Comprehensive General Liability and Comprehensive Automobile Liability limits specified above. The minimum limits of \$5,000,000 are the total limits required.

6.3.6 **Certificate of Insurance:** Certificate of all insurance required from the Contractor shall be filed with the City and shall be subject to this approval for adequacy and protection. Certificates from the insurance carrier stating the types of coverage provided, limits of liability, and expiration dates, shall be filed in triplicate with the City before operations are commenced. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this agreement and section and the above paragraphs, in accordance with which such insurance is being furnished, and shall state that such insurance is as required by such paragraphs of the Contract. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished, in thirty (30) days prior to expiration, and shall state that such insurance is as required by such paragraphs of this agreement.

6.4 **INDEMNIFICATION**

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of

use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

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

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

6.5 **GOVERNING LAW AND VENUE**

The Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

6.6 **COMPLIANCE WITH LAWS**

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

6.7 **TERMINATION**

The Contract may be terminated by the City, with cause as per Section 5.1, with cause, upon sixty (60) days written notice by certified mail to the Contractor. In the event the Contract is terminated as provided herein, the Contractor shall be reasonably compensated for service rendered to the effective date of such termination.

6.8 **SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion of provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

6.9 **MODIFICATION**

This Agreement constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an amendment executed by both parties.

6.10 **INDEPENDENCE OF AGREEMENT**

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the Contractor as the Agent, Representative or Employee of the City for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the City and the Contractor have executed this agreement this _____ day of _____ 2016.

WASTE MANAGEMENT INC. OF FLORIDA

LAKE WORTH CITY COMMISSION

By:  _____
Tim Hawkins, Vice President

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Exhibit A : **City of Lake Worth**
Roll-Off Services for Commercial and Residential
Effective February 1, 2016

Commercial and Residential Roll-Off:

	Haul Price	Franchise Fee	Total Price
Delivery Charge	\$ 95.00	\$ 19.00	\$ 114.00
Inactivity Charge	\$ 175.00	\$ 35.00	\$ 210.00
Trip Charge	\$ 175.00	\$ 35.00	\$ 210.00

Construction and Demolition (C&D)*	Haul Price	Franchise Fee	Total Price
10 yard Open Top	\$ 275.00	\$ 55.00	\$ 330.00
20 Yard Open Top	\$ 375.00	\$ 75.00	\$ 450.00
30 yard Open Top	\$ 475.00	\$ 95.00	\$ 570.00
40 yard Open Top	\$ 575.00	\$ 115.00	\$ 690.00

*Haul Price Includes Disposal

Compactors	Haul Price	Franchise Fee	Total Price
All Sizes, Haul Only	\$ 200.00	\$ 40.00	\$ 240.00

Disposal for Compactors is based on actual tons and SWA Rate		Disposal per Ton	Franchise Fee	Total per Ton
Current Disposal Rate	1-Oct-15	\$ 42.00	\$ 8.40	\$ 50.40

Restart Charge	\$ 50.00	\$ 10.00	\$ 60.00
Late Payment Charge	1.50%		



AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-01 - Second Reading - voluntary annexation of 6.54 acres

SUMMARY

The Ordinance provides for the voluntary annexation of approximately 6.54 acres pursuant to the Interlocal Service Boundary Agreement adopted by the City of Lake Worth on August 18, 2015, and subsequently adopted by Palm Beach County on October 6, 2015.

BACKGROUND AND JUSTIFICATION:

This is a companion item to Ordinance Nos. 2016-02 and 2016-03 approving the Small Scale Future Land Use Map Amendment and Rezoning.

The Applicant (property owner) proposes to voluntarily annex approximately a 6.54 acre parcel of land. The request for annexation falls within the scope of a small-scale comprehensive plan amendment. The parcel located in Palm Beach County fronts on 10th Avenue North and lies along the western border of the City's Mixed Use - West (MU-W) zoning district. Currently, the site has a Palm Beach County zoning designation of Multi Family Residential High Intensity (RH). It has a Palm Beach County Land use designation of Commercial High Intensity/ 8 dwelling units per acre.

The proposed Future Land Use designation of Mixed Use West (MU-W) is appropriate for the site and is consistent with adjacent properties along 10th Avenue North located within the City. The proposed zoning designation of Mixed Use - West (MU-W) is appropriate for the site and is consistent with surrounding properties which front 10th Avenue North within the City. The MU-W District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments.

The City forwarded the Annexation, FLUM and rezoning documents to Palm Beach County to allow opportunity for comment. No comments or objections have been received.

At its meeting of November 4, 2015, the City's Planning and Zoning Board voted unanimously to recommend approval to the City Commission PZB 15-02200001, which covers, the voluntary annexation of the 6.54 acre parcel of land into the City of Lake Worth.

At its meeting of December 8, 2015, the City Commission voted 5-0 to approve the ordinance on first reading and to schedule the public hearing on January 5, 2016. Due to an advertisement error, the public hearing was rescheduled to this meeting date and the required advertisements published.

MOTION:

I move to approve/not approve Ordinance No. 2016-01 on second reading.

ATTACHMENT(S):

Fiscal Impact Analysis – Not applicable

Draft November 4, 2015 P&Z Board minutes

Universal Development Application

PZB Staff Report

Ordinance



CITY OF LAKE WORTH
1900 2nd Ave N · Lake Worth, Florida 33461 · Phone: 561-586-1687

**Minutes
Regular Meeting
City of Lake Worth
Planning & Zoning Board
City Hall Commission Room
7 North Dixie Hwy; Lake Worth, FL**

WEDNESDAY, NOVEMBER 04, 2015 6:00 PM

1. Roll Call and Recording of Absences: Greg Rice, Board Chair, called the meeting to order at 6:15 pm. Aimee Sunny, called the roll. Those present were: Mr. Rice; Dean Sherwin, Vice-Chair; Mark Humm; Elise LaTorre; and Dustin Zacks. Also present were Carolyn Ansay, Legal Counsel; Maxime Ducoste, Planning & Preservation Manager; Curt Thompson, Community Planner; and William Waters, Director for Community Sustainability.

Special Note: Maxime Ducoste noted that relocation of meeting was necessary due to plumbing issues at City Hall. In an attempt to notify the public, the City posted notice at all entrances of City Hall, posted on the City's website, and Tweeted to note the change of location. Contacted all applicants and Board members to note the change of location. The meeting is starting at 6:15pm in order to give the public time to move locations. Carolyn Ansay notes that the City has taken all of the steps possible to note the change of location due to the issues at City Hall.

2. **Pledge of Allegiance**

No flag was available in the room, therefore, the pledge was skipped.

3. Additions/Deletions/Reordering and Approval of the Agenda

Action: Motion made by Mark Humm with a Second by Elise LaTorre to approve the agenda.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

4. Approval of Minutes:

A. Meeting Minutes will be recorded at the December 2015 meeting.

5. Cases:

A. Swearing in of Staff and Applicants:

- Ms. Sunny administered the swearing in of applicants.

B. Proof of Publication:

Action: Motion made by Mark Humm with a Second by Dustin Zacks to receive and file the Proof of Publication.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

C. Withdrawals/Postponements: None.

D. Consent:

1. Consideration to recommend city-owned parcel at 128 South E Street (PCN 38-43-44-21-15-059-0030) be deemed suitable for affordable housing.

Action: Motion made by Dean Sherwin with a Second by Mark Humm to recommend to the City Commission that the city-owned parcel be used for affordable housing.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

E. Public Hearings:

1. Board Disclosure

Mr. Humm and Mr. Rice read a letter that was sent to all Board members.

2. Cases:

- a. PZB 15-02200001; 15-00300001 and 15-01300002 Request for Annexation to allow for the annexing of a +/- 6.54 acre site into the City of Lake Worth; a Small Scale Land Use Change from Commercial High Intensity/8 dwelling units per acre (CH/8) and Commercial Low Intensity/8 dwelling units per acre (CL/8) to a City of Lake Worth Land Use designation of Mixed Use West (MU-W) and a rezoning from a Palm Beach County zoning designation of High Density Residential (RH) to a City of Lake Worth zoning designation of Mixed Use West (MU-W).

- Staff Comments, Mr. Thompson (06:25pm)

Stated that this is a three part request, as outlined in the Staff report. The site is located just west of 10th Avenue North and Boutwell Road. Discussed the Interlocal Service Boundary Agreement between the City and Palm Beach County. This agreement is to help facilitate annexation of certain outlying parcels into the City. Staff is recommending approval of the request for annexation, future land use map amendment, and zoning map amendment.

- Presentation from Applicant's Agent, Mark Rickerts, Kimley Horn, notes that the request tonight is not a site plan or a development, only the annexation, future land use map amendment, and zoning map amendment. The client is considering a residential project in the future.

- Mr. Thompson commented that the City has had 3 other similar cases in which an annexation has occurred without a development application.

- Mr. Waters and Mr. Romano were sworn in at 6:37pm.

- Public Comments: Mr. Rodney Romano stated that his request is for the Planning Board to reject the proposal tonight. He would like to see the entire enclave annexed at one time, rather than just this requested portion. Mr. Romano quotes Florida Statute 171, Section 046, regarding annexation, and notes that the Statute prohibits the annexation of an enclave.
- Mark Rickards, on behalf of Kimley Horn, notes that he believes the criteria for voluntary annexation is straightforward and that his client has met the requirements.
- Mr. Waters states that they City has worked with the County for 3 years to craft the ISBA program, which was effective in October. The ISBA does allow for enclaves to be created, but rather to bring in parcels as they volunteer, rather than the entire enclave. The County has already vacated Boutwell Road to the City, and therefore there is no way to access the County parcels but to use a City Right-of-way, which actually created an enclave.
- Ms. LaTorre asked Mr. Romano where his property is located, and what specifically his concerns are regarding the project. Mr. Romano stated that he feels the project as proposed will create an enclave, and that this will be in violation of Florida State Statute. He is also concerned with the MF-30 zoning, which could allow up to 30 units per acre, next to the single-family property that he currently owns.
- Mr. Rickards indicates that his client hopes to move forward with a site plan in approximately 3 months.
- Mr. Waters states that the City assessed the cost differences between being a part of the County versus a part of the City. Also, responds to Mr. Romano's comment regarding the number of units that are allowed on the property. In Lake Worth, the Code has a maximum FAR, height, lot coverage, impermeable surface, and setbacks, and all of these will need to be met for any future development.
- Ms. LaTorre asked Mr. Waters and Ms. Ansary if there is any way to allow the annexation but approve a zoning that respects the single-family homes located nearby. Mr. Waters answered that the Code is very predictable and therefore the applicant is aware of the development potential with the site and the MF-30 zoning is appropriate based on the City's Comprehensive Plan.

(7:12 PM)

Action: Motion made by Mr. Zacks with a Second by Dean Sherwin to recommend annexation to the City Commission.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

Action: Motion made by Mr. Zacks with a Second by Mr. Humm to recommend the Future Land Use Map Amendment to the City Commission.

Vote: Ayes: Mr. Rice; Mr. Humm; and Mr. Zacks.

Nays: Mr. Sherwin; Ms. LaTorre;

Motion carried three (3) to two (2).

Action: Motion made by Mr. Zacks with a Second by Mr. Humm to recommend the Zoning Map Amendment to the City Commission.

Vote: Ayes: Mr. Rice; Mr. Humm; and Mr. Zacks.

Nays: Mr. Sherwin; Ms. LaTorre;

Motion carried three (3) to two (2).

- b. PZB 15-00500007; 15-00500010; 15-01500007 AND 15-01100002: Consideration of a Major Site Plan, Conditional Land Use, Major Subdivision and Sign Variance to allow for a proposed development on an 18.831 (+/-) acre site. The subject property is located at the northwest corner of Boutwell Road and 7th Avenue North within the Industrial Park of Commerce (IPOC).
- Staff comments, Curt Thompson:
Stated the number of buildings and the approximate size located on the existing property, and that the buildings are located in an East-West configuration. Discusses the location of the parking, loading docks, and entrances into the site. The site is 18.88 acres, which is quite large, and could accommodate as many as 30 different tenants. The applicant is requesting to alter 27 subdivision lots to 1 commercial lot. The applicant is requesting a Conditional Land Use to cover many different types of uses for the tenants. The applicant is proposing to clean up the peat and muck to clean up the site and protect the wetlands, under the community benefits sustainable bonus program. With the bonus, the applicant is requesting a height of 36 feet, instead of the 30 feet allowed per the Code. The applicant is also requesting a sign variance from the 150 square foot sign limitation to allow 1,332 square feet of signage in order to accommodate the large site and the multiple tenants. Staff is recommending approval of the four requests.
 - Maxime Ducoste stated that the total values of the required and proposed improvements and benefits for the property.
 - Board Member Comments: Mr. Zacks requested additional information regarding the proposed signage, and whether or not the 1332 square feet could all be applied on one façade.
 - Mr. Waters stated that this project is conditional upon the Applicant dedicating the Boutwell Road right-of-way to the City, which will need to be approved by the City Commission at the December meeting. (07:28pm)
 - Bradley Miller, Miller Land Planning comments: Representing Panattoni Development, states that this is the largest project ever to happen in Lake Worth at 252,000 square feet of industrial/commercial space. Jeff Konieczny, from Nashville, TN, on behalf of Panattoni Development. They have 17 North American offices, and they have mostly focused on retail, industrial, and office developments. The Boutwell Road project is speculative, they do not currently have any build-to-suit tenants. This project is a joint venture with the California Teacher's Pension Fund. Curtis Dubberly, with Miller Land Planning, presents the site location at the northwest corner of Boutwell Road and 7th Avenue North, and the site calculations. The Applicant is proposing a list of Conditional Land Uses that could accommodate a wide variety of tenants for the Boutwell Business Center. Mr. Dubberly stated that the Applicant has reviewed the list of proposed conditions, and they are in agreement with Staff.
 - Mr. Sherwin would like to see the color scheme adjusted to something more in keeping with South Florida and Lake Worth.
 - No Public Comments.

(07:45 pm)

Action: Motion made by Ms. LaTorre with a Second by Mr. Humm to approve the Conditional Land Use, with the conditions as recommended.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

Action: Motion made by Mr. Sherwin with a Second by Ms. LaTorre to approve the Major Site Plan, with the conditions as recommended.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

Action: Motion made by Mr. Humm with a Second by Ms. LaTorre to approve the requested Variance, with the conditions as recommended.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

Action: Motion made by Mr. Zacks with a Second by Mr. Humm to approve the Major Subdivision, with the conditions as recommended.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

F. Unfinished Business:

1. PZB 15-01500003: Consideration of Variances from Section 23.5-1, Signs, to allow additional signage for an importer and wholesaler of granite, marble, porcelain tile and slab surface business facility with accessory outdoor storage for property located at 1800 4th Avenue North, Unit A (425 Industrial Street). (07:50 pm)
 - Staff comments, Curt Thompson:
The applicant is requesting a variance from the allowed amount of signage for the property. The Staff is recommending denial of the application. This applicant is requesting 1,242 square feet of signage on approximately 5 acres of the site.
 - Michael Coiro, Owner of ArcStone trading, presented that he moved into the property in 2014, and that the area has always had stone companies and that he had no idea that there was a limitation on the signage for the area or that the use would require a Conditional Land Use. States that he needs every advantage to get people into his business, and that adequate signage is necessary for his business to succeed. Steve Graham, with the Wantman Group, and stated that Larry Zabik was previously involved in this case but was unable to attend. Mr. Graham is requesting a continuance of the case in order to allow for Mr. Zabik to be present at the hearing.
 - Mr. Ducoste stated that the request would allow for one tenant to occupy a large portion of the signage allowance for the entire site. Additionally, the signs are unpermitted, and were not discussed with Staff before they were constructed. Based on the conditions of the variance, Staff does not believe that there is a hardship to warrant approval of the variance.

- Board Member Comments: Mr. Rice stated that previously the Board had declared that an additional continuance would not be granted at the last meeting.

Action: Motion made by Ms. LaTorre with a Second by Mr. Sherwin to deny the request for a continuance.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

- The large freestanding sign is not part of the request, according to the Staff, as that sign was constructed without a permit and is not allowed by the Lake Worth code.
- Mr. Brian stated that the applicant has provided information as requested by the Staff, and that there is a hardship for the applicant.
- Mr. Thompson stated that the amount of signage requested by the Applicant is actually greater than the total signage allowance for the entire building, even though this tenant only occupies half of the building. (08:30pm)
- Board Member Comments: General discussion regarding the size, design, and type of the signs that exist currently, and what would be allowed by the Code. Discussion over whether or not the signage allowance applies to the entire building, or just the Applicant.

Action: Motion made by Mr. Sherwin, Move to approve 15-01500003 request for a variance from 23.5-1 regarding the total combined sign area. Permitted sign area for each building will be limited to one square foot of signage per one linear foot of building located adjacent to a public right of way. Motion did not receive a second.

- Additional discussion ensued regarding ownership of the property and the request for the variance. A variance, once granted, runs with the parcel, not a specific tenant. As such, the owner of the property should be involved with the outcome and the specifics of a variance. Ms. Ansay noted the ownership, and the legality of the Application that was submitted, and listed the decision options for the Board.

Action: Motion made by Mr. Sherwin with a Second by Mr. Humm to continue the case to the January 6, 2016, regular meeting, with the condition that all prohibited signs must be removed before the hearing.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; and Ms. LaTorre.

Nays: Mr. Zacks

Motion carried four (4) to one (1). (09:14pm)

G. New Business:

6. Planning Issues:
7. Public Comments (3 minute limit):
8. Departmental Reports:
9. Board Member Comments:
10. Adjournment:

Agenda Date: November 4, 2015 "Regular Meeting"

Action: Motion to adjourn made by Mr. Sherwin with a Second by Ms. LaTorre.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Mr. Zacks; and Ms. LaTorre.

Nays: None.

Motion carried five (5) to zero (0). (09:16pm)

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: ALL CITY BOARDS ARE AUTHORIZED TO CONVERT ANY PUBLICLY NOTICED MEETING INTO A WORKSHOP SESSION WHEN A QUORUM IS NOT REACHED. THE DECISION TO CONVERT THE MEETING INTO A WORKSHOP SESSION SHALL BE DETERMINED BY THE CHAIR OR THE CHAIR'S DESIGNEE, WHO IS PRESENT AT THE MEETING. NO OFFICIAL ACTION SHALL BE TAKEN AT THE WORKSHOP SESSION, AND THE MEMBERS PRESENT SHOULD LIMIT THEIR DISCUSSION TO THE ITEMS ON THE AGENDA FOR THE PUBLICLY NOTICED MEETING. (Sec. 2-12 Lake Worth Code of Ordinances)

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.

All project-related back-up materials, including full plan sets, are available for review by the public in the Planning, Zoning and Historic Preservation Division located at 1900 2nd Avenue North.



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

UNIVERSAL DEVELOPMENT APPLICATION

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

Application Type (select all that apply):

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

Other: Annexation

Project Name: Southport Annexation

Project Location: 200' west of the intersection of 10th Ave N and Boutwell Road

Legal Description: Please see the attached. Date Platted: 11/10/1914

PCN: 38-43-44- please see attached. Existing Zoning: RH (PBC) Proposed Zoning: MU-W (Lake Worth)

Existing FLU: CH/8; CL/8 (PBC) Proposed FLU: MU-W (Lake Worth)

Proposed Use: Residential; Density 30 DU/AC; Commercial _____ SF; Industrial _____ SF

Total Estimated Cost of the Project: 10,000,000

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

Parcel Control Numbers:

00-43-44-20-01-026-0010

00-43-44-20-01-004-0130

00-43-44-20-01-004-0030

00-43-44-20-01-004-0060

00-43-44-20-01-004-0080

00-43-44-20-01-004-0120

00-43-44-20-01-004-0010

Project Location Map:



Project Manager/Contact Person: Mark Rickards, AICP

Company: Kimley-Horn

Address: 1690 S Congress Ave Suite 100 Delray Beach, Florida, 33445
(Street Address) (City) (State) (Zip)

Phone No.: 561-404-7244 E-Mail Address: mark.rickards@kimley-horn.com

Applicant Name (if different from Project Manager): Scott Seckinger

Company: SP West Palm L.P.

Address: 2430 Estancia Blvd., Suite 101, Clearwater, Florida 33761
(Street Address) (City) (State) (Zip)

Phone No.: 727-669-3660 E-Mail Address: sseckinger@sphome.com

Owner Name: _____

Company: Lake Worth Investment Group LLC

Address: 4005 Nw 114th Ave STE 5 Miami, FL 33178-4372
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

OWNER'S CONSENT

LAKE WORTH INVESTMENT GROUP LLC ("Owner") certifies that it is the owner of the property located at 00-43-44-20-01-027-0010; 00-43-44-20-01-004-0030; 0060; 0080; 0120; 0010 ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

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

Owner's Signature: [Signature] Date: 8/19/15
Name/Title of Signatory: _____

STATE OF Florida
COUNTY OF Palm Beach
The foregoing instrument was acknowledged before me this 19th day of August, 2015, by Daniel Dalsa who is personally known to me or who produced a _____ identification. He/she did not take an oath.



[Signature]
(Signature of Notary Public)

(Name of Notary)

PROJECT DATA

DESCRIPTION OF WORK:

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

Annexation of above listed PCNs into the City of Lake Worth.

Please see attached Property Record Details.

PRIOR APPROVALS:

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

No previous Approvals

ADJACENT PROPERTY INFORMATION:

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

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North	CL/8 (PBC)	RS (PBC)	Single Family Residential
South	CH-0/8 (PBC)	CS(PBC), MU-W (Lake Worth)	Office Buildings, Vacant
East	CH/8 (PBC)	CG (PBC), RH (PBC)	Gas Station, Rubin Funeral Home,
West	CH/8 (PBC)	UC (PBC)	Shopping Center

Sunrise Detox

DEVELOPMENT STANDARDS:

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

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

AFFIDAVIT OF COMPLETENESS AND ACCURACY

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

Project Name: _____ Submittal Date: _____

STATEMENT OF COMPLETENESS AND ACCURACY:

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

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

(Name - type, stamp or print clearly)

[Signature]
(Signature)

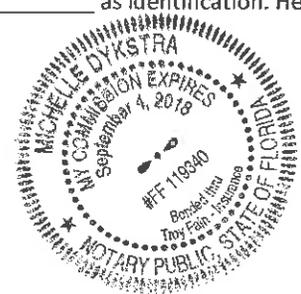
(Name of Firm)

(Address, City, State, Zip)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August 2015, 2015 by Phuong Devesa who is personally known to me or who produced a photo as identification. He/she did not take an oath.

(NOTARY SEAL)



(Signature of Notary Public)

(Name of Notary)

SIGN POSTING AGREEMENT

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

Applicant: _____

Property Owner: _____

Contact Phone No.: _____

Property Location: _____

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

Signature: [Handwritten Signature] Date: _____

Name/Title of Signatory: _____

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August 2015 by Daniel Devesa who is personally known to me or who produced a photo id as identification. He/she did not take an oath.

(NOTARY SEAL)



[Handwritten Signature]

(Signature of Notary Public)

(Name of Notary)

Exhibit "A"

LEGAL DESCRIPTION

PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 220 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.

PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.

PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.

PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.

PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.

AND

PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):

A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.

This is not a certified copy



DEPARTMENT for COMMUNITY SUSTAINABILITY
Planning, Zoning and Historic Preservation Division
1900 2nd Avenue North · Lake Worth, Florida 33461 · Phone: 561-586-1687

DATE: October 26, 2015

TO: Members of the Planning & Zoning Board

FROM: Maxime Ducoste, Planning and Preservation Manager
Curt Thompson, Community Planner

SUBJECT: **PZB Project Numbers 15-02200001; 15-00300001 and 15-01300002**, Consideration of:

- A recommendation to the Planning & Zoning Board on a request for **Voluntary Annexation** from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land +/- 6.54 acres in area generally located approximately 200 feet west of the northwest portion of the intersection of 10th Avenue North and Boutwell Road;
- A recommendation to the Planning & Zoning Board on a request for a **Small Scale Future Land Use Map Amendment** from the Palm Beach County Land Use designation of Commercial High Intensity/8 dwelling units per acre and Commercial Low Intensity/8 dwelling units per acre to a City of Lake Worth Future Land Use designation of Mixed Use West (MU-W);
- A recommendation to the Planning & Zoning Board on a request for a **Zoning Map Amendment** from the Palm Beach County Multi Family Residential (RH) Zoning District to the City of Lake Worth Mixed Use – West (MU – W) Zoning District.

P&ZB Meeting Date: November 4, 2015

BACKGROUND/ PROPOSAL:

The applicant is requesting to voluntarily annex a 6.54 +/- acre parcel of land, located about 200 feet west of the northwest portion of the intersection of 10th Avenue North and Boutwell Road into the City of Lake Worth. This site is located within the Inter-local Service Boundary Agreement (ISBA) geographical area (please see attachments).

The City of Lake Worth initiated a process to adopt an Inter-local Service Boundary Agreement (ISBA) with Palm Beach County. Chapter 171, Part II, Florida Statutes (F.S.) established the ISBA process as a flexible, joint planning option for counties and municipalities to cooperatively adjust municipal boundaries while planning for service delivery and land use changes. In general, the Inter-local Service Boundary Agreement (ISBA) and the annexation of parcels included in the area will have minimal impact on the different City departments. This is due to the following reasons: a) Most of the subject area is already served by the City (Water, Electric Utility, Fire Rescue); and b) Existing resources will be sufficient to provide service to the new area; or, additional resources will be minimal (Public Services, Community Sustainability, Sewer, Leisure Services).

ANALYSIS:

The requested annexation is consistent with the following Objective and Policies of the Future Land Use Element within the City's adopted Comprehensive Plan:

- **Objective 1.3.8: Maintain a policy of expansion through voluntary annexation.**
- Policy 1.3.8.1: Continue to promote orderly annexation of lands consistent with the City of Lake Worth Comprehensive Plan such that there is no reduction in service level to existing City residents as a result of the annexation.
- Policy 1.3.8.2: Continue to promote orderly annexation of land where service delivery in the annexed area will be consistent with and equal to those provided for existing corporate lands.
- Policy 1.3.8.3: Consider requests for annexation on a case-by-case basis utilizing good planning methods and practices.
- Policy 1.3.8.4: Ensure that development plans for annexed parcels are compatible with adjacent areas.
- Policy 1.3.8.5: Require infrastructure services available to a proposed annexation area at a level consistent with adopted level of service standards.
- Policy 1.3.8.6: Ensure that annexed areas do not become a financial burden by requiring applicants to demonstrate proposed impacts upon the City infrastructure system in the annexation process.
- Policy 1.3.8.7: Continue to promote orderly annexation of lands consistent with the Palm Beach Countywide Annexation Policy.
- Policy 1.2.2.5: Locational Strategy for the Mixed Use West Category – The Mixed Use West land use category is intended for mapping in areas from the westernmost city limits eastward to I-95 and adjacent to the proposed Park of Commerce, where the existing land use pattern is characterized by a high proportion of land (either vacant or with marginally useful structures) that has a good potential for new retail, office, commercial and high-density multifamily development.

The proposed Future Land Use designation of Mixed Use West (MU-W) is appropriate for the site and is consistent with adjacent properties along 10th Avenue North located within the City.

The proposed zoning designation of Mixed Use - West (MU-W) is appropriate for the site and is consistent with surrounding properties which front 10th Avenue North within the City. The MU-W District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments.

Section 23.2-36: Rezoning of Land and Future Land Use Map (FLUM) amendments:

An amendment to the official zoning map processed with the FLUM amendment shall be reviewed based on the following factors:

- a. Consistency. Whether the proposed FLUM amendment would be consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations. Approvals of a request to rezone to a planned zoning district may include limitations or requirements imposed on the master plan in order to maintain such consistency.

Staff Response: While no formal site plan has been submitted as part of the annexation, the surrounding area within the City Limits has a designation of Mixed Use West, and the proposed land use amendment would be consistent with the area and parcels in proximity to the site.

- b. Land Use Pattern. Whether the proposed FLUM amendment would be contrary to the established land use pattern, or would create an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM amendments that would result in more desirable and sustainable growth for the community.

Staff Response: The proposed Future Land Use Map amendment would not be contrary to the established land use pattern, and will surround an area that would be a good candidate for annexation into the City Limits. No special land use or zoning designation has been requested, and the approval of the annexation with FLUM amendment would not grant any special privilege or create an isolated land use classification. The larger area has been the subject of a long term concerted effort between the County and City as a joint planning area, and is consistent with the approved Inter-local Service Boundary Agreement (ISBA).

- c. Sustainability. Whether the proposed FLUM amendment would support the integration of a mix of land uses consistent with smart growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

Staff Response: While no formal site plan has been submitted as part of this voluntary annexation request, the governing land development regulations, including the sustainable bonus program will encourage smart growth and sustainable initiatives within the site as development takes shape.

- d. Availability of Public Services/Infrastructure. Requests for rezoning to planned zoning districts shall be subject to review pursuant to Section 23.5-2.

Staff Response: The applicant recognizes that in order to receive approval of a site plan, the proposed site will need to demonstrate compliance with Section 23.5-2.

- e. Compatibility. The application shall consider the following compatibility factor: Whether the proposed FLUM amendment would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.

Staff Response: The proposed FLUM is compatibility with the future uses of the surrounding properties, and will not negatively affect the property values of the adjacent properties.

- f. Economic Development Impact Determination for Conventional Zoning Districts. For FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further the City's Economic Development Program, and also determine whether the proposal would: 1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category; and 2) Represent a potential decrease in the number of uses with high probable economic development benefits.

Staff Response: The proposed land use and zoning designations represent an increase in residential density, while allowing for other mix of uses when compared to the existing Palm Beach County land use (8 units per acre maximum) and zoning designation (Residential only, no commercial development permitted).

- g. Commercial and Industrial Land Supply. The review shall consider whether the proposed FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation.

Staff Response: The proposed FLUM amendment does not reduce the amount of land available for commercial development, and industrial use is not permitted for the properties under the current County designations.

CONSEQUENT ACTION:

The Planning and Zoning Board's recommendations will be forwarded to the City Commission for consideration at the next available regularly scheduled meeting.

STAFF RECOMMENDATION:

Staff recommends that the Planning & Zoning Board approve the following:

- Approval of the Voluntary Annexation petition in accordance with the City's Comprehensive Plan;
- Approval of the Small Scale Future Land Use Map Amendment to assign a Future Land Use designation of Mixed Use West (MU-W);
- Approval of the Zoning Map Amendment to assign an initial zoning of Mixed Use – West (MU - W) District.

POTENTIAL MOTIONS:

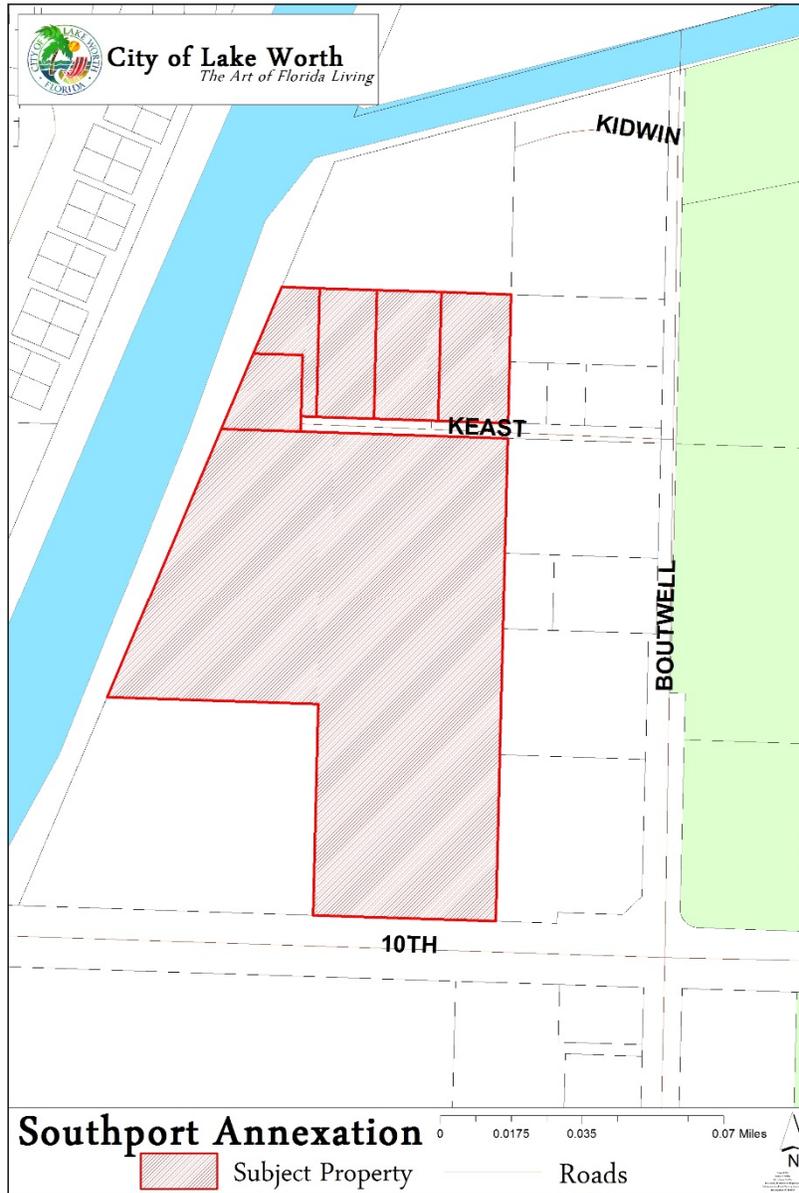
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-02200001: Request for voluntary annexation of a 6.54 +/- acre parcel of land (P.C.N. 00-43-44-20-01-026-0010; 00-43-44-20-01-004-0030; 00-43-44-20-01-004-0060; 00-43-44-20-01-004-0080; 00-43-44-20-01-004-0120; 00-43-44-20-01-004-0010; 00-43-44-20-01-004-0130) location, from Palm Beach County to the City of Lake Worth, WITH/WITHOUT County recommendations;

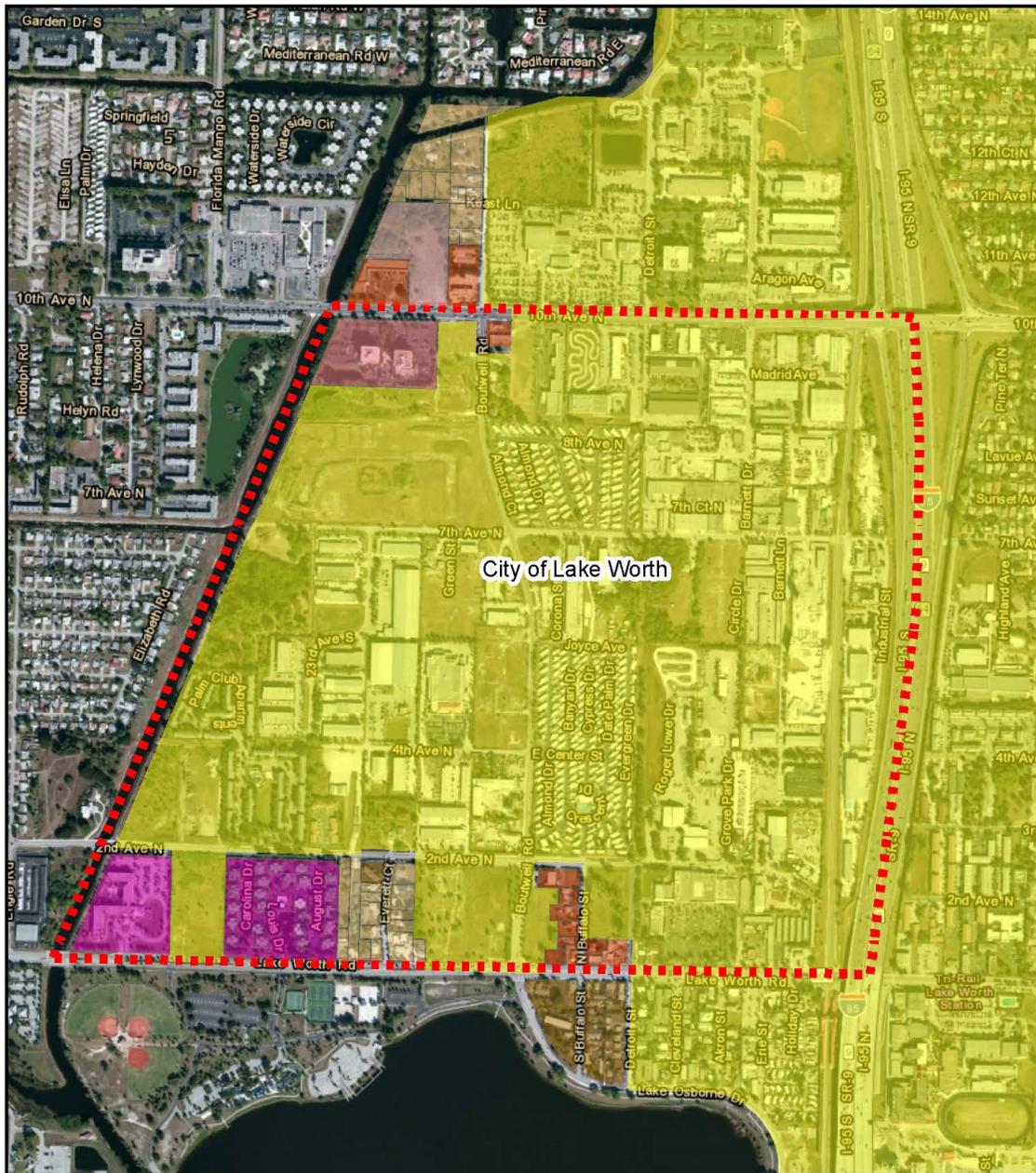
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-00300001 a Small Scale Future Land Use Map (FLUM) change from the County land use designation of Commercial High Intensity and Commercial Low Intensity/8 dwelling units per acre (CH/8 and CL/8) to the City of Lake Worth land use designation of Mixed Use West (MU-W).

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-01300002: Zoning Map Amendment from a Palm Beach County Zoning Designation of Residential High Intensity (RH) to a City Zoning Designation of Mixed Use – West (MU-W).

Attachments

LOCATION MAP





	Lake Worth Park of Commerce		Commercial Low, underlying HR-8
	LAKE WORTH		High Residential 8
			Commercial High Office, underlying HR-8
			Commercial High, underlying HR-8
			Industrial





**Lake Worth Park of Commerce Interlocal Service Boundary Agreement-ISBA-
Future Land Use**



1
2
3 ORDINANCE NO. 2016-01 OF THE CITY COMMISSION OF LAKE WORTH,
4 FLORIDA, ANNEXING THE PROPERTY LOCATED APPROXIMATELY 200
5 FEET WEST OF THE NORTHWEST PORTION OF THE INTERSECTION OF
6 10TH AVENUE NORTH AND BOUTWELL ROAD, BEING MORE FULLY
7 DESCRIBED IN EXHIBIT A; PROVIDING FOR AMENDMENT TO THE
8 CORPORATE LIMITS OF THE CITY OF LAKE WORTH TO INCLUDE THE
9 SUBJECT PROPERTY IN THE OFFICIAL BOUNDARY MAP; PROVIDING FOR
10 ADVERTISING; PROVIDING THAT THIS ORDINANCE SHALL BE FILED WITH
11 THE CLERK OF THE CIRCUIT COURT OF PALM BEACH COUNTY, THE
12 COUNTY ADMINISTRATOR OF PALM BEACH COUNTY AND THE FLORIDA
13 SECRETARY OF STATE; PROVIDING FOR REPEAL OF ALL ORDINANCES
14 IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
15 EFFECTIVE DATE.

16
17 WHEREAS, pursuant to Chapter 171, Florida Statutes, a petition by the
18 landowner has been duly filed with the City of Lake Worth (the "City"), seeking
19 annexation into the corporate limits of the City of the property hereinafter
20 described on Exhibit A and shown on Exhibit B; and

21
22 WHEREAS, the proposed annexation complies with all requirements of
23 Chapter 171, Florida Statutes, pertaining to voluntary annexations; and

24
25 WHEREAS, the entire Park of Commerce annexation area was originally
26 initiated by an agreement between Palm Beach County and the City, first
27 executed in November 1996; and

28
29 WHEREAS, the subject parcel of land is part of the Lake Worth Park of
30 Commerce; and

31
32 WHEREAS, on November 4, 2015, the City Planning and Zoning Board,
33 sitting as the duly constituted Local Planning Agency for the City, recommended
34 approval of the Annexation of land into the City of Lake Worth; and

35
36 WHEREAS, the purpose of the proposed annexation is consistent with the
37 objectives of both the City and Palm Beach County to improve the infrastructure,
38 to clean up derelict properties and to broaden the City's tax base; and

39
40 WHEREAS, the proposed annexation is also consistent with many of the
41 Goals, Objectives and Policies concerning annexation located in the Future Land
42 Use Element within the City's adopted Comprehensive Plan; and

43
44 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
45 THE CITY OF LAKE WORTH, FLORIDA that:

46
47 Section 1. The foregoing recitals are hereby affirmed and ratified.
48

95 Mayor Pam Triolo thereupon declared this Ordinance duly passed on first
96 reading on the 8th of December, 2015.

97
98 The passage of this Ordinance on second reading was moved by
99 Commissioner _____, seconded by Commissioner
100 _____, as amended and upon being put to a vote, the vote was
101 as follows:

- 102 Mayor Pam Triolo
- 103 Vice Mayor Scott Maxwell
- 104 Commissioner Christopher McVoy
- 105 Commissioner Andy Amoroso
- 106 Commissioner Ryan Maier

107
108
109 Mayor Pam Triolo thereupon declared this Ordinance duly passed and
110 enacted on the 19th day of January, 2016.

111
112 LAKE WORTH CITY COMMISSION

113
114
115 By: _____
116 Pam Triolo, Mayor

117
118 ATTEST:

119
120
121 _____
122 Pamela J. Lopez, City Clerk
123

Exhibit "A"

LEGAL DESCRIPTION

PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 320 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 228.4 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Late Worth Drainage District Canal (also known as the Keller Canal); thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.

PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.

PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.

PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.

PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.

AND

PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):

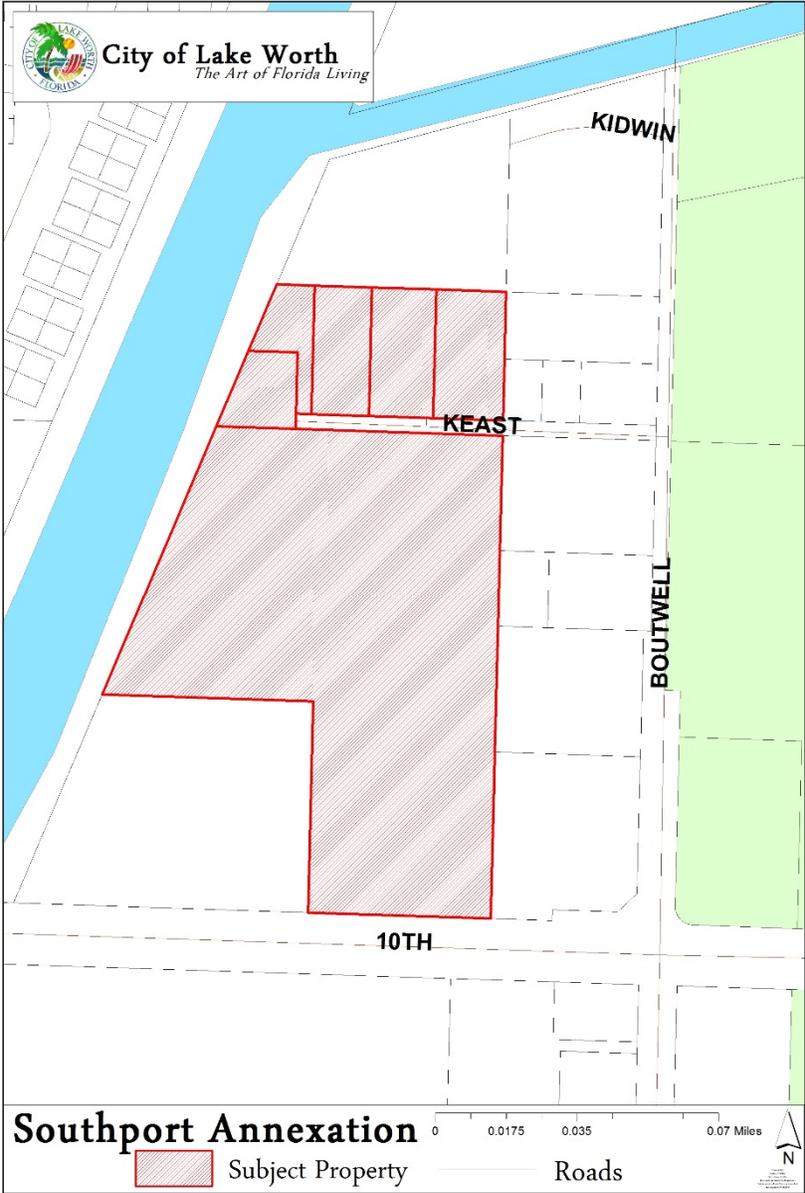
A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.

This is not a certified copy

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EXHIBIT B
LOCATION MAP



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AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-02 - Second Reading - Small Scale Future Land Use Map Amendment

SUMMARY:

The Ordinance amends the City's Future Land Use Map, including a small scale amendment to its Comprehensive Plan as part of a voluntary annexation of approximately 6.54 acres pursuant to the Interlocal Service Boundary Agreement adopted by the City of Lake Worth on August 18, 2015, and subsequently adopted by Palm Beach County on October 6, 2015.

BACKGROUND AND JUSTIFICATION:

This is a companion item to Ordinance Nos. 2016-01 and 2016-03 approving the Voluntary Annexation and Rezoning.

The Applicant (property owner) proposes to voluntarily annex an approximately 6.54 acre parcel of land. The request for annexation falls within the scope of a small-scale comprehensive plan amendment. The parcel located in Palm Beach County fronts on 10th Avenue North and lies along the western border of the City's Mixed Use - West (MU-W) zoning district. Currently, the site has a Palm Beach County zoning designation of Multi Family Residential High Intensity (RH). It has a Palm Beach County Land use designation of Commercial High Intensity/ 8 dwelling units per acre.

The proposed Future Land Use designation of Mixed Use West (MU-W) is appropriate for the site and is consistent with adjacent properties along 10th Avenue North located within the City. The proposed zoning designation of Mixed Use - West (MU-W) is appropriate for the site and is consistent with surrounding properties which front 10th Avenue North within the City. The MU-W District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments.

The City forwarded the Annexation, FLUM and rezoning documents to Palm Beach County to allow opportunity for comment. No comments or objections have been received.

At its meeting of November 4, 2015, the City's Planning and Zoning Board voted unanimously to recommend approval to the City Commission PZB 15-00300001, which covers amending the City's Future Land Use Map (FLUM) including a small scale amendment to the City's Comprehensive Plan.

At its meeting of December 8, 2015, the City Commission voted 5-0 to approve the ordinance on first reading and to schedule the public hearing on January 5, 2016. Due to an advertisement error, the public hearing was rescheduled to this meeting date and the required advertisements published.

MOTION:

I move to approve/disapprove Ordinance No. 2016-02 on second reading.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

Draft Minutes of the P&Z Board Meeting of November 4, 2015

Universal Development Application

Ordinance

PZB Staff Report



CITY OF LAKE WORTH
1900 2nd Ave N · Lake Worth, Florida 33461 · Phone: 561-586-1687

**Minutes
Regular Meeting
City of Lake Worth
Planning & Zoning Board
City Hall Commission Room
7 North Dixie Hwy; Lake Worth, FL**

WEDNESDAY, NOVEMBER 04, 2015 6:00 PM

1. Roll Call and Recording of Absences: Greg Rice, Board Chair, called the meeting to order at 6:15 pm. Aimee Sunny, called the roll. Those present were: Mr. Rice; Dean Sherwin, Vice-Chair; Mark Humm; Elise LaTorre; and Dustin Zacks. Also present were Carolyn Ansay, Legal Counsel; Maxime Ducoste, Planning & Preservation Manager; Curt Thompson, Community Planner; and William Waters, Director for Community Sustainability.

Special Note: Maxime Ducoste noted that relocation of meeting was necessary due to plumbing issues at City Hall. In an attempt to notify the public, the City posted notice at all entrances of City Hall, posted on the City's website, and Tweeted to note the change of location. Contacted all applicants and Board members to note the change of location. The meeting is starting at 6:15pm in order to give the public time to move locations. Carolyn Ansay notes that the City has taken all of the steps possible to note the change of location due to the issues at City Hall.

2. **Pledge of Allegiance**

No flag was available in the room, therefore, the pledge was skipped.

3. Additions/Deletions/Reordering and Approval of the Agenda

Action: Motion made by Mark Humm with a Second by Elise LaTorre to approve the agenda.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

4. Approval of Minutes:

A. Meeting Minutes will be recorded at the December 2015 meeting.

5. Cases:

A. Swearing in of Staff and Applicants:

- Ms. Sunny administered the swearing in of applicants.

B. Proof of Publication:

Action: Motion made by Mark Humm with a Second by Dustin Zacks to receive and file the Proof of Publication.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

C. Withdrawals/Postponements: None.

D. Consent:

1. Consideration to recommend city-owned parcel at 128 South E Street (PCN 38-43-44-21-15-059-0030) be deemed suitable for affordable housing.

Action: Motion made by Dean Sherwin with a Second by Mark Humm to recommend to the City Commission that the city-owned parcel be used for affordable housing.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

E. Public Hearings:

1. Board Disclosure

Mr. Humm and Mr. Rice read a letter that was sent to all Board members.

2. Cases:

- a. PZB 15-02200001; 15-00300001 and 15-01300002 Request for Annexation to allow for the annexing of a +/- 6.54 acre site into the City of Lake Worth; a Small Scale Land Use Change from Commercial High Intensity/8 dwelling units per acre (CH/8) and Commercial Low Intensity/8 dwelling units per acre (CL/8) to a City of Lake Worth Land Use designation of Mixed Use West (MU-W) and a rezoning from a Palm Beach County zoning designation of High Density Residential (RH) to a City of Lake Worth zoning designation of Mixed Use West (MU-W).

- Staff Comments, Mr. Thompson (06:25pm)

Stated that this is a three part request, as outlined in the Staff report. The site is located just west of 10th Avenue North and Boutwell Road. Discussed the Interlocal Service Boundary Agreement between the City and Palm Beach County. This agreement is to help facilitate annexation of certain outlying parcels into the City. Staff is recommending approval of the request for annexation, future land use map amendment, and zoning map amendment.

- Presentation from Applicant's Agent, Mark Rickerts, Kimley Horn, notes that the request tonight is not a site plan or a development, only the annexation, future land use map amendment, and zoning map amendment. The client is considering a residential project in the future.

- Mr. Thompson commented that the City has had 3 other similar cases in which an annexation has occurred without a development application.

- Mr. Waters and Mr. Romano were sworn in at 6:37pm.

- Public Comments: Mr. Rodney Romano stated that his request is for the Planning Board to reject the proposal tonight. He would like to see the entire enclave annexed at one time, rather than just this requested portion. Mr. Romano quotes Florida Statute 171, Section 046, regarding annexation, and notes that the Statute prohibits the annexation of an enclave.
- Mark Rickards, on behalf of Kimley Horn, notes that he believes the criteria for voluntary annexation is straightforward and that his client has met the requirements.
- Mr. Waters states that they City has worked with the County for 3 years to craft the ISBA program, which was effective in October. The ISBA does allow for enclaves to be created, but rather to bring in parcels as they volunteer, rather than the entire enclave. The County has already vacated Boutwell Road to the City, and therefore there is no way to access the County parcels but to use a City Right-of-way, which actually created an enclave.
- Ms. LaTorre asked Mr. Romano where his property is located, and what specifically his concerns are regarding the project. Mr. Romano stated that he feels the project as proposed will create an enclave, and that this will be in violation of Florida State Statute. He is also concerned with the MF-30 zoning, which could allow up to 30 units per acre, next to the single-family property that he currently owns.
- Mr. Rickards indicates that his client hopes to move forward with a site plan in approximately 3 months.
- Mr. Waters states that the City assessed the cost differences between being a part of the County versus a part of the City. Also, responds to Mr. Romano's comment regarding the number of units that are allowed on the property. In Lake Worth, the Code has a maximum FAR, height, lot coverage, impermeable surface, and setbacks, and all of these will need to be met for any future development.
- Ms. LaTorre asked Mr. Waters and Ms. Ansary if there is any way to allow the annexation but approve a zoning that respects the single-family homes located nearby. Mr. Waters answered that the Code is very predictable and therefore the applicant is aware of the development potential with the site and the MF-30 zoning is appropriate based on the City's Comprehensive Plan.

(7:12 PM)

Action: Motion made by Mr. Zacks with a Second by Dean Sherwin to recommend annexation to the City Commission.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

Action: Motion made by Mr. Zacks with a Second by Mr. Humm to recommend the Future Land Use Map Amendment to the City Commission.

Vote: Ayes: Mr. Rice; Mr. Humm; and Mr. Zacks.

Nays: Mr. Sherwin; Ms. LaTorre;

Motion carried three (3) to two (2).

Action: Motion made by Mr. Zacks with a Second by Mr. Humm to recommend the Zoning Map Amendment to the City Commission.

Vote: Ayes: Mr. Rice; Mr. Humm; and Mr. Zacks.

Nays: Mr. Sherwin; Ms. LaTorre;

Motion carried three (3) to two (2).

- b. PZB 15-00500007; 15-00500010; 15-01500007 AND 15-01100002: Consideration of a Major Site Plan, Conditional Land Use, Major Subdivision and Sign Variance to allow for a proposed development on an 18.831 (+/-) acre site. The subject property is located at the northwest corner of Boutwell Road and 7th Avenue North within the Industrial Park of Commerce (IPOC).
- Staff comments, Curt Thompson:
Stated the number of buildings and the approximate size located on the existing property, and that the buildings are located in an East-West configuration. Discusses the location of the parking, loading docks, and entrances into the site. The site is 18.88 acres, which is quite large, and could accommodate as many as 30 different tenants. The applicant is requesting to alter 27 subdivision lots to 1 commercial lot. The applicant is requesting a Conditional Land Use to cover many different types of uses for the tenants. The applicant is proposing to clean up the peat and muck to clean up the site and protect the wetlands, under the community benefits sustainable bonus program. With the bonus, the applicant is requesting a height of 36 feet, instead of the 30 feet allowed per the Code. The applicant is also requesting a sign variance from the 150 square foot sign limitation to allow 1,332 square feet of signage in order to accommodate the large site and the multiple tenants. Staff is recommending approval of the four requests.
 - Maxime Ducoste stated that the total values of the required and proposed improvements and benefits for the property.
 - Board Member Comments: Mr. Zacks requested additional information regarding the proposed signage, and whether or not the 1332 square feet could all be applied on one façade.
 - Mr. Waters stated that this project is conditional upon the Applicant dedicating the Boutwell Road right-of-way to the City, which will need to be approved by the City Commission at the December meeting. (07:28pm)
 - Bradley Miller, Miller Land Planning comments: Representing Panattoni Development, states that this is the largest project ever to happen in Lake Worth at 252,000 square feet of industrial/commercial space. Jeff Konieczny, from Nashville, TN, on behalf of Panattoni Development. They have 17 North American offices, and they have mostly focused on retail, industrial, and office developments. The Boutwell Road project is speculative, they do not currently have any build-to-suit tenants. This project is a joint venture with the California Teacher's Pension Fund. Curtis Dubberly, with Miller Land Planning, presents the site location at the northwest corner of Boutwell Road and 7th Avenue North, and the site calculations. The Applicant is proposing a list of Conditional Land Uses that could accommodate a wide variety of tenants for the Boutwell Business Center. Mr. Dubberly stated that the Applicant has reviewed the list of proposed conditions, and they are in agreement with Staff.
 - Mr. Sherwin would like to see the color scheme adjusted to something more in keeping with South Florida and Lake Worth.
 - No Public Comments.

(07:45 pm)

Action: Motion made by Ms. LaTorre with a Second by Mr. Humm to approve the Conditional Land Use, with the conditions as recommended.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

Action: Motion made by Mr. Sherwin with a Second by Ms. LaTorre to approve the Major Site Plan, with the conditions as recommended.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

Action: Motion made by Mr. Humm with a Second by Ms. LaTorre to approve the requested Variance, with the conditions as recommended.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

Action: Motion made by Mr. Zacks with a Second by Mr. Humm to approve the Major Subdivision, with the conditions as recommended.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

F. Unfinished Business:

1. PZB 15-01500003: Consideration of Variances from Section 23.5-1, Signs, to allow additional signage for an importer and wholesaler of granite, marble, porcelain tile and slab surface business facility with accessory outdoor storage for property located at 1800 4th Avenue North, Unit A (425 Industrial Street). (07:50 pm)
 - Staff comments, Curt Thompson:
The applicant is requesting a variance from the allowed amount of signage for the property. The Staff is recommending denial of the application. This applicant is requesting 1,242 square feet of signage on approximately 5 acres of the site.
 - Michael Coiro, Owner of ArcStone trading, presented that he moved into the property in 2014, and that the area has always had stone companies and that he had no idea that there was a limitation on the signage for the area or that the use would require a Conditional Land Use. States that he needs every advantage to get people into his business, and that adequate signage is necessary for his business to succeed. Steve Graham, with the Wantman Group, and stated that Larry Zabik was previously involved in this case but was unable to attend. Mr. Graham is requesting a continuance of the case in order to allow for Mr. Zabik to be present at the hearing.
 - Mr. Ducoste stated that the request would allow for one tenant to occupy a large portion of the signage allowance for the entire site. Additionally, the signs are unpermitted, and were not discussed with Staff before they were constructed. Based on the conditions of the variance, Staff does not believe that there is a hardship to warrant approval of the variance.

- Board Member Comments: Mr. Rice stated that previously the Board had declared that an additional continuance would not be granted at the last meeting.

Action: Motion made by Ms. LaTorre with a Second by Mr. Sherwin to deny the request for a continuance.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

- The large freestanding sign is not part of the request, according to the Staff, as that sign was constructed without a permit and is not allowed by the Lake Worth code.
- Mr. Brian stated that the applicant has provided information as requested by the Staff, and that there is a hardship for the applicant.
- Mr. Thompson stated that the amount of signage requested by the Applicant is actually greater than the total signage allowance for the entire building, even though this tenant only occupies half of the building. (08:30pm)
- Board Member Comments: General discussion regarding the size, design, and type of the signs that exist currently, and what would be allowed by the Code. Discussion over whether or not the signage allowance applies to the entire building, or just the Applicant.

Action: Motion made by Mr. Sherwin, Move to approve 15-01500003 request for a variance from 23.5-1 regarding the total combined sign area. Permitted sign area for each building will be limited to one square foot of signage per one linear foot of building located adjacent to a public right of way. Motion did not receive a second.

- Additional discussion ensued regarding ownership of the property and the request for the variance. A variance, once granted, runs with the parcel, not a specific tenant. As such, the owner of the property should be involved with the outcome and the specifics of a variance. Ms. Ansay noted the ownership, and the legality of the Application that was submitted, and listed the decision options for the Board.

Action: Motion made by Mr. Sherwin with a Second by Mr. Humm to continue the case to the January 6, 2016, regular meeting, with the condition that all prohibited signs must be removed before the hearing.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; and Ms. LaTorre.

Nays: Mr. Zacks

Motion carried four (4) to one (1). (09:14pm)

G. New Business:

6. Planning Issues:
7. Public Comments (3 minute limit):
8. Departmental Reports:
9. Board Member Comments:
10. Adjournment:

Agenda Date: November 4, 2015 "Regular Meeting"

Action: Motion to adjourn made by Mr. Sherwin with a Second by Ms. LaTorre.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Mr. Zacks; and Ms. LaTorre.

Nays: None.

Motion carried five (5) to zero (0). (09:16pm)

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: ALL CITY BOARDS ARE AUTHORIZED TO CONVERT ANY PUBLICLY NOTICED MEETING INTO A WORKSHOP SESSION WHEN A QUORUM IS NOT REACHED. THE DECISION TO CONVERT THE MEETING INTO A WORKSHOP SESSION SHALL BE DETERMINED BY THE CHAIR OR THE CHAIR'S DESIGNEE, WHO IS PRESENT AT THE MEETING. NO OFFICIAL ACTION SHALL BE TAKEN AT THE WORKSHOP SESSION, AND THE MEMBERS PRESENT SHOULD LIMIT THEIR DISCUSSION TO THE ITEMS ON THE AGENDA FOR THE PUBLICLY NOTICED MEETING. (Sec. 2-12 Lake Worth Code of Ordinances)

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.

All project-related back-up materials, including full plan sets, are available for review by the public in the Planning, Zoning and Historic Preservation Division located at 1900 2nd Avenue North.



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

UNIVERSAL DEVELOPMENT APPLICATION

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

Application Type (select all that apply):

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

Other: Annexation

Project Name: Southport Annexation

Project Location: 200' west of the intersection of 10th Ave N and Boutwell Road

Legal Description: Please see the attached. Date Platted: 11/10/1914

PCN: 38-43-44- please see attached. Existing Zoning: RH (PBC) Proposed Zoning: MU-W (Lake Worth)

Existing FLU: CH/8; CL/8 (PBC) Proposed FLU: MU-W (Lake Worth)

Proposed Use: Residential; Density 30 DU/AC; Commercial _____ SF; Industrial _____ SF

Total Estimated Cost of the Project: 10,000,000

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

Parcel Control Numbers:

00-43-44-20-01-026-0010

00-43-44-20-01-004-0130

00-43-44-20-01-004-0030

00-43-44-20-01-004-0060

00-43-44-20-01-004-0080

00-43-44-20-01-004-0120

00-43-44-20-01-004-0010

Project Location Map:



Project Manager/Contact Person: Mark Rickards, AICP

Company: Kimley-Horn

Address: 1690 S Congress Ave Suite 100 Delray Beach, Florida, 33445
(Street Address) (City) (State) (Zip)

Phone No.: 561-404-7244 E-Mail Address: mark.rickards@kimley-horn.com

Applicant Name (if different from Project Manager): Scott Seckinger

Company: SP West Palm L.P.

Address: 2430 Estancia Blvd., Suite 101, Clearwater, Florida 33761
(Street Address) (City) (State) (Zip)

Phone No.: 727-669-3660 E-Mail Address: sseckinger@sphome.com

Owner Name: _____

Company: Lake Worth Investment Group LLC

Address: 4005 Nw 114th Ave STE 5 Miami, FL 33178-4372
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

OWNER'S CONSENT

LAKE WORTH INVESTMENT GROUP LLC ("Owner") certifies that it is the owner of the property located at 00-43-44-20-01-027-0010; 00-43-44-20-01-004-0030; 0060; 0080; 0120; 0010 ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

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

Owner's Signature: [Signature] Date: 8/19/15
Name/Title of Signatory: _____

STATE OF Florida
COUNTY OF Palm Beach
The foregoing instrument was acknowledged before me this 19th day of August, 2015, by Daniel Dalsa who is personally known to me or who produced a _____ identification. He/she did not take an oath.



[Signature]
(Signature of Notary Public)

(Name of Notary)

PROJECT DATA

DESCRIPTION OF WORK:

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

Annexation of above listed PCNs into the City of Lake Worth.

Please see attached Property Record Details.

PRIOR APPROVALS:

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

No previous Approvals

ADJACENT PROPERTY INFORMATION:

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

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North	CL/8 (PBC)	RS (PBC)	Single Family Residential
South	CH-0/8 (PBC)	CS(PBC), MU-W (Lake Worth)	Office Buildings, Vacant
East	CH/8 (PBC)	CG (PBC), RH (PBC)	Gas Station, Rubin Funeral Home,
West	CH/8 (PBC)	UC (PBC)	Shopping Center

Sunrise Detox

DEVELOPMENT STANDARDS:

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

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

AFFIDAVIT OF COMPLETENESS AND ACCURACY

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

Project Name: _____ Submittal Date: _____

STATEMENT OF COMPLETENESS AND ACCURACY:

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

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

(Name - type, stamp or print clearly)

[Signature]
(Signature)

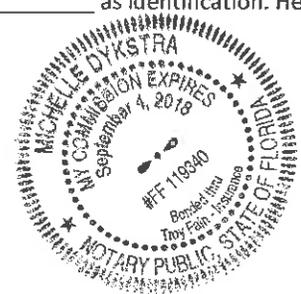
(Name of Firm)

(Address, City, State, Zip)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August 2015, 2015 by Phuong Debesa who is personally known to me or who produced a photo as identification. He/she did not take an oath.

(NOTARY SEAL)



(Signature of Notary Public)

(Name of Notary)

SIGN POSTING AGREEMENT

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

Applicant: _____

Property Owner: _____

Contact Phone No.: _____

Property Location: _____

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

Signature: [Handwritten Signature] Date: _____

Name/Title of Signatory: _____

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August 2015 by Daniel Devesa who is personally known to me or who produced a photo id as identification. He/she did not take an oath.

(NOTARY SEAL)



[Handwritten Signature]

(Signature of Notary Public)

(Name of Notary)

Exhibit "A"

LEGAL DESCRIPTION

PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 220 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.

PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.

PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.

PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.

PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.

AND

PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):

A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.

This is not a certified copy



DEPARTMENT for COMMUNITY SUSTAINABILITY
Planning, Zoning and Historic Preservation Division
1900 2nd Avenue North · Lake Worth, Florida 33461 · Phone: 561-586-1687

DATE: October 26, 2015

TO: Members of the Planning & Zoning Board

FROM: Maxime Ducoste, Planning and Preservation Manager
Curt Thompson, Community Planner

SUBJECT: **PZB Project Numbers 15-02200001; 15-00300001 and 15-01300002**, Consideration of:

- A recommendation to the Planning & Zoning Board on a request for **Voluntary Annexation** from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land +/- 6.54 acres in area generally located approximately 200 feet west of the northwest portion of the intersection of 10th Avenue North and Boutwell Road;
- A recommendation to the Planning & Zoning Board on a request for a **Small Scale Future Land Use Map Amendment** from the Palm Beach County Land Use designation of Commercial High Intensity/8 dwelling units per acre and Commercial Low Intensity/8 dwelling units per acre to a City of Lake Worth Future Land Use designation of Mixed Use West (MU-W);
- A recommendation to the Planning & Zoning Board on a request for a **Zoning Map Amendment** from the Palm Beach County Multi Family Residential (RH) Zoning District to the City of Lake Worth Mixed Use – West (MU – W) Zoning District.

P&ZB Meeting Date: November 4, 2015

BACKGROUND/ PROPOSAL:

The applicant is requesting to voluntarily annex a 6.54 +/- acre parcel of land, located about 200 feet west of the northwest portion of the intersection of 10th Avenue North and Boutwell Road into the City of Lake Worth. This site is located within the Inter-local Service Boundary Agreement (ISBA) geographical area (please see attachments).

The City of Lake Worth initiated a process to adopt an Inter-local Service Boundary Agreement (ISBA) with Palm Beach County. Chapter 171, Part II, Florida Statutes (F.S.) established the ISBA process as a flexible, joint planning option for counties and municipalities to cooperatively adjust municipal boundaries while planning for service delivery and land use changes. In general, the Inter-local Service Boundary Agreement (ISBA) and the annexation of parcels included in the area will have minimal impact on the different City departments. This is due to the following reasons: a) Most of the subject area is already served by the City (Water, Electric Utility, Fire Rescue); and b) Existing resources will be sufficient to provide service to the new area; or, additional resources will be minimal (Public Services, Community Sustainability, Sewer, Leisure Services).

ANALYSIS:

The requested annexation is consistent with the following Objective and Policies of the Future Land Use Element within the City's adopted Comprehensive Plan:

- **Objective 1.3.8: Maintain a policy of expansion through voluntary annexation.**
- Policy 1.3.8.1: Continue to promote orderly annexation of lands consistent with the City of Lake Worth Comprehensive Plan such that there is no reduction in service level to existing City residents as a result of the annexation.
- Policy 1.3.8.2: Continue to promote orderly annexation of land where service delivery in the annexed area will be consistent with and equal to those provided for existing corporate lands.
- Policy 1.3.8.3: Consider requests for annexation on a case-by-case basis utilizing good planning methods and practices.
- Policy 1.3.8.4: Ensure that development plans for annexed parcels are compatible with adjacent areas.
- Policy 1.3.8.5: Require infrastructure services available to a proposed annexation area at a level consistent with adopted level of service standards.
- Policy 1.3.8.6: Ensure that annexed areas do not become a financial burden by requiring applicants to demonstrate proposed impacts upon the City infrastructure system in the annexation process.
- Policy 1.3.8.7: Continue to promote orderly annexation of lands consistent with the Palm Beach Countywide Annexation Policy.
- Policy 1.2.2.5: Locational Strategy for the Mixed Use West Category – The Mixed Use West land use category is intended for mapping in areas from the westernmost city limits eastward to I-95 and adjacent to the proposed Park of Commerce, where the existing land use pattern is characterized by a high proportion of land (either vacant or with marginally useful structures) that has a good potential for new retail, office, commercial and high-density multifamily development.

The proposed Future Land Use designation of Mixed Use West (MU-W) is appropriate for the site and is consistent with adjacent properties along 10th Avenue North located within the City.

The proposed zoning designation of Mixed Use - West (MU-W) is appropriate for the site and is consistent with surrounding properties which front 10th Avenue North within the City. The MU-W District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments.

Section 23.2-36: Rezoning of Land and Future Land Use Map (FLUM) amendments:

An amendment to the official zoning map processed with the FLUM amendment shall be reviewed based on the following factors:

- a. Consistency. Whether the proposed FLUM amendment would be consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations. Approvals of a request to rezone to a planned zoning district may include limitations or requirements imposed on the master plan in order to maintain such consistency.

Staff Response: While no formal site plan has been submitted as part of the annexation, the surrounding area within the City Limits has a designation of Mixed Use West, and the proposed land use amendment would be consistent with the area and parcels in proximity to the site.

- b. Land Use Pattern. Whether the proposed FLUM amendment would be contrary to the established land use pattern, or would create an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM amendments that would result in more desirable and sustainable growth for the community.

Staff Response: The proposed Future Land Use Map amendment would not be contrary to the established land use pattern, and will surround an area that would be a good candidate for annexation into the City Limits. No special land use or zoning designation has been requested, and the approval of the annexation with FLUM amendment would not grant any special privilege or create an isolated land use classification. The larger area has been the subject of a long term concerted effort between the County and City as a joint planning area, and is consistent with the approved Inter-local Service Boundary Agreement (ISBA).

- c. Sustainability. Whether the proposed FLUM amendment would support the integration of a mix of land uses consistent with smart growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

Staff Response: While no formal site plan has been submitted as part of this voluntary annexation request, the governing land development regulations, including the sustainable bonus program will encourage smart growth and sustainable initiatives within the site as development takes shape.

- d. Availability of Public Services/Infrastructure. Requests for rezoning to planned zoning districts shall be subject to review pursuant to Section 23.5-2.

Staff Response: The applicant recognizes that in order to receive approval of a site plan, the proposed site will need to demonstrate compliance with Section 23.5-2.

- e. Compatibility. The application shall consider the following compatibility factor: Whether the proposed FLUM amendment would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.

Staff Response: The proposed FLUM is compatibility with the future uses of the surrounding properties, and will not negatively affect the property values of the adjacent properties.

- f. Economic Development Impact Determination for Conventional Zoning Districts. For FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further the City's Economic Development Program, and also determine whether the proposal would: 1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category; and 2) Represent a potential decrease in the number of uses with high probable economic development benefits.

Staff Response: The proposed land use and zoning designations represent an increase in residential density, while allowing for other mix of uses when compared to the existing Palm Beach County land use (8 units per acre maximum) and zoning designation (Residential only, no commercial development permitted).

- g. Commercial and Industrial Land Supply. The review shall consider whether the proposed FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation.

Staff Response: The proposed FLUM amendment does not reduce the amount of land available for commercial development, and industrial use is not permitted for the properties under the current County designations.

CONSEQUENT ACTION:

The Planning and Zoning Board's recommendations will be forwarded to the City Commission for consideration at the next available regularly scheduled meeting.

STAFF RECOMMENDATION:

Staff recommends that the Planning & Zoning Board approve the following:

- Approval of the Voluntary Annexation petition in accordance with the City's Comprehensive Plan;
- Approval of the Small Scale Future Land Use Map Amendment to assign a Future Land Use designation of Mixed Use West (MU-W);
- Approval of the Zoning Map Amendment to assign an initial zoning of Mixed Use – West (MU - W) District.

POTENTIAL MOTIONS:

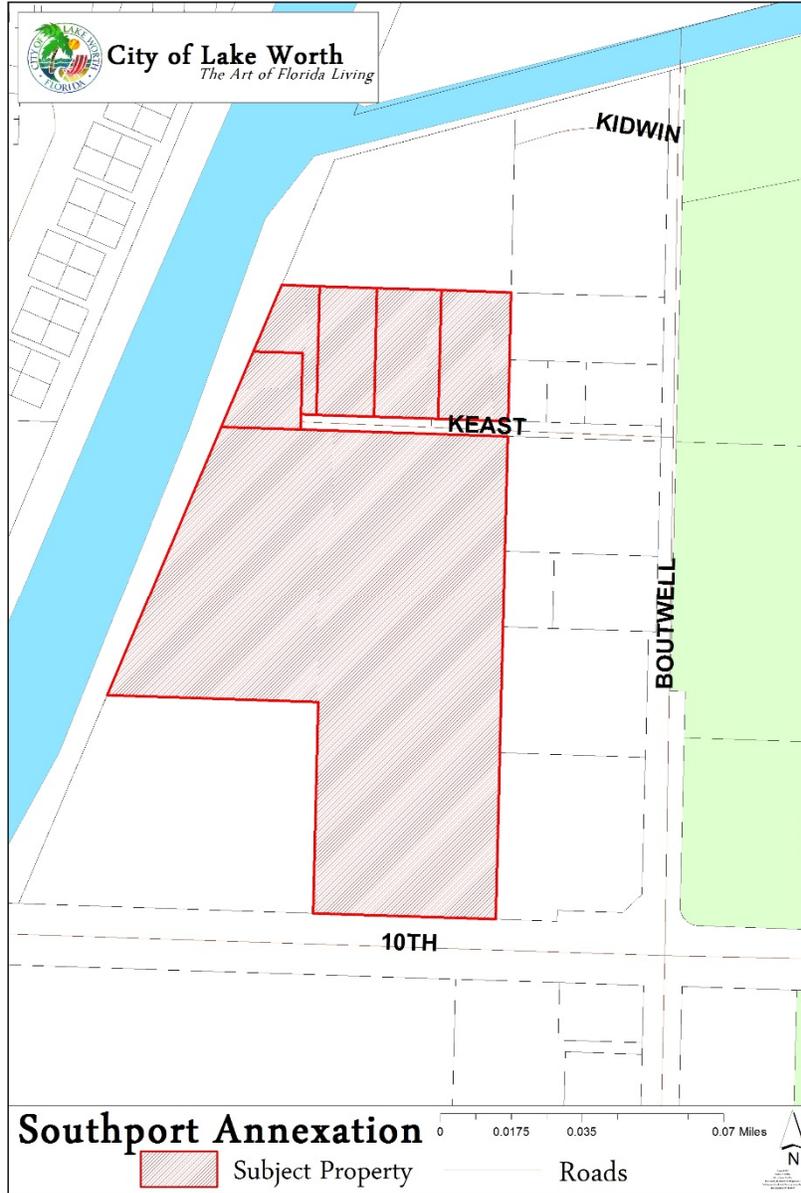
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-02200001: Request for voluntary annexation of a 6.54 +/- acre parcel of land (P.C.N. 00-43-44-20-01-026-0010; 00-43-44-20-01-004-0030; 00-43-44-20-01-004-0060; 00-43-44-20-01-004-0080; 00-43-44-20-01-004-0120; 00-43-44-20-01-004-0010; 00-43-44-20-01-004-0130) location, from Palm Beach County to the City of Lake Worth, WITH/WITHOUT County recommendations;

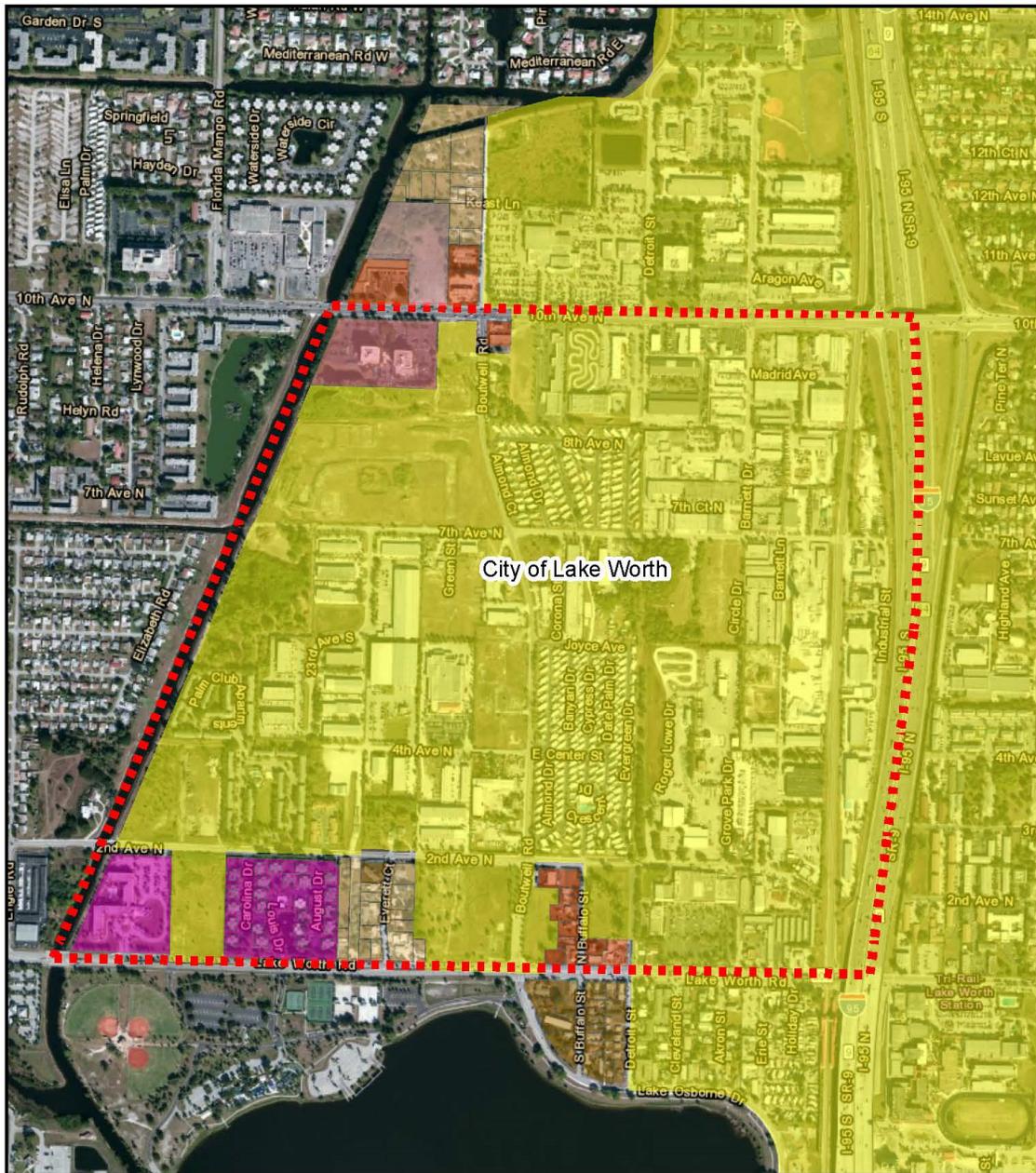
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-00300001 a Small Scale Future Land Use Map (FLUM) change from the County land use designation of Commercial High Intensity and Commercial Low Intensity/8 dwelling units per acre (CH/8 and CL/8) to the City of Lake Worth land use designation of Mixed Use West (MU-W).

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-01300002: Zoning Map Amendment from a Palm Beach County Zoning Designation of Residential High Intensity (RH) to a City Zoning Designation of Mixed Use – West (MU-W).

Attachments

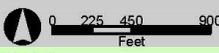
LOCATION MAP





	Lake Worth Park of Commerce		Commercial Low, underlying HR-8
	LAKE WORTH		High Residential 8
	High Residential 12		Commercial High Office, underlying HR-8
	High Residential 18		Commercial High, underlying HR-8
			Industrial





**Lake Worth Park of Commerce Interlocal Service Boundary Agreement-ISBA-
 Future Land Use**



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ORDINANCE NO. 2016-02 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY PROVIDING A SMALL SCALE AMENDMENT CHANGE TO THE FUTURE LAND USE MAP OF CERTAIN PROPERTY MORE FULLY DESCRIBED IN EXHIBIT A FROM A COUNTY LAND USE DESIGNATION OF COMMERCIAL HIGH INTENSITY/8 DWELLING UNITS PER ACRE AND COMMERCIAL LOW INTENSITY/8 DWELLING UNITS PER ACRE (CH/8;CL/8) TO A CITY OF LAKE WORTH DESIGNATION OF MIXED USE WEST (MU-W); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of the property described below in Exhibit A (the "Property") has petitioned the City of Lake Worth (the "City") to voluntarily annex the Property into the City and, as part of such annexation for a change in future land use designation of the property, relating to proposed small scale development activities; and

WHEREAS, City staff has prepared and reviewed an amendment to the Future Land Use Map of the City's Comprehensive Plan to change the land use designation of the property described below from a County land use designation of Commercial High Intensity/8 dwelling units per acre and Commercial Low Intensity/8 dwelling units per acre to a City land use designation of Mixed Use West (MU-W); and

WHEREAS, on November 4, 2015, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the Future Land Use Map Amendment to the Comprehensive Plan of the City; and

WHEREAS, the City Commission finds that the Future Land Use Map Amendment is consistent with Sections 163.3184 and 163.3187, Florida Statutes; and

WHEREAS, the City Commission acknowledges that this Future Land Use Map Amendment is subject to the provisions of Section 163.3184(9), and 163.3189, Florida Statutes, and that the City shall maintain compliance with all provisions thereof; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the City Commission has determined that the adoption of this Ordinance is in the best interest of the citizens and residents of the City of Lake Worth.

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

52
53 Section 1. The foregoing recitals are hereby affirmed and ratified.

54
55 Section 2. The parcel of land more particularly described in Exhibit A is hereby
56 designated Mixed Use West (MU-W) on the City's Future Land Use Map.

57
58 Section 3. All ordinances or parts of ordinances in conflict herewith are hereby
59 repealed.

60
61 Section 4. If any provision of this Ordinance, or the application thereof to any
62 person or circumstance is held invalid, the invalidity shall not affect other
63 provisions or applications of the Ordinance which can be given effect without the
64 invalid provision or application, and to this end the provisions of this Ordinance
65 are declared severable,

66
67 Section 5. The effective date of this small scale development plan amendment
68 shall be thirty-one (31) days after adoption, unless the amendment is challenged
69 pursuant to Section 163.3187(3), Florida Statutes. If challenged, the effective
70 date of this amendment shall be the date a final order is issued by the state land
71 planning agency, or the Administration Commission, finding the amendment in
72 compliance with Section 163.3184, Florida Statutes. No development orders,
73 development permits, or land uses dependent on this amendment may be issued
74 or commence before it has become effective. If a final order of noncompliance is
75 issued by the state land planning agency or Administration Commission, this
76 amendment may nevertheless be made effective by adoption of a resolution
77 affirming its effective status, a copy of which resolution shall be sent to the
78 Department of Economic Opportunity, Bureau of Community Planning, Caldwell
79 Building, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

80
81 The passage of this Ordinance was moved by Commissioner Amoroso,
82 seconded by Commissioner Maier, and upon being put to a vote, the vote was as
83 follows:

84
85
86 Mayor Pam Triolo AYE
87 Vice Mayor Scott Maxwell AYE
88 Commissioner Andy Amoroso AYE
89 Commissioner Christopher McVoy NAY
90 Commissioner Ryan Maier AYE

91
92 Mayor Pam Triolo thereupon declared this Ordinance duly passed on first
93 reading on the 8th of December, 2015.

94

TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.

PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.

PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

BEGINNING at a point on the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.

PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.

PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.

AND

PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):

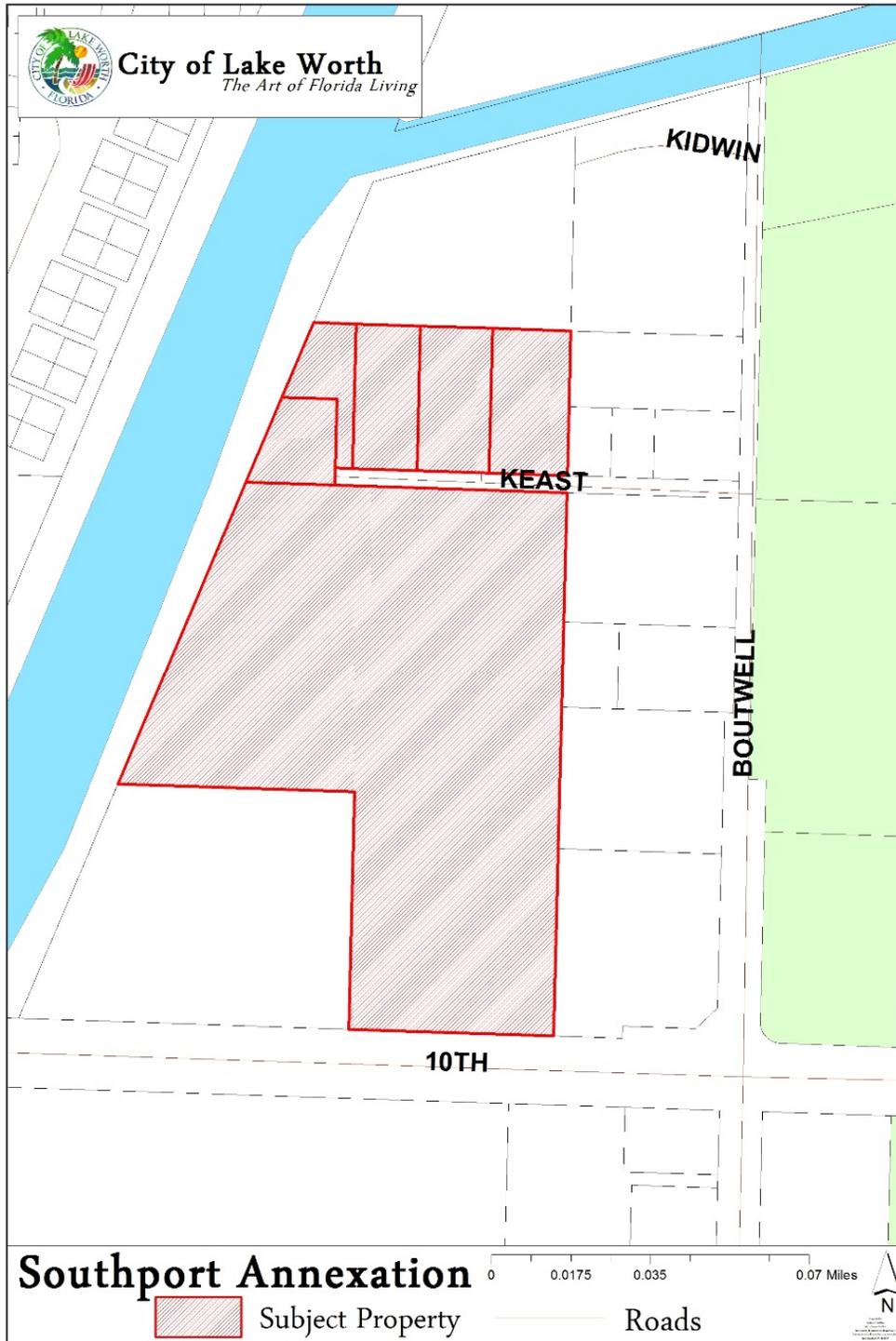
A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.

This is not a certified copy

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LOCATION MAP



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AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-03 - Second Reading - rezone property

SUMMARY:

The Ordinance will rezone approximately 6.54 acres from County Multi Family Residential High Intensity (RH) to City of Lake Worth Mixed Use –West (MU-W) Zoning district as a result of a voluntary annexation.

BACKGROUND AND JUSTIFICATION:

This is a companion item to Ordinance Nos. 2016-01 and 2016-02 approving the Voluntary Annexation and Small Scale Future Land Use Map Amendment.

The Applicant (property owner) proposes to voluntarily annex an approximately 6.54 acre parcel of land. The request for annexation falls within the scope of a small-scale comprehensive plan amendment. The parcel located in Palm Beach County fronts on 10th Avenue North and lies along the western border of the City's Mixed Use - West (MU-W) zoning district. Currently, the site has a Palm Beach County zoning designation of Multi Family Residential High Intensity (RH). It has a Palm Beach County Land use designation of Commercial High Intensity/ 8 dwelling units per acre.

The proposed Future Land Use designation of Mixed Use West (MU-W) is appropriate for the site and is consistent with adjacent properties along 10th Avenue North located within the City. The proposed zoning designation of Mixed Use - West (MU-W) is appropriate for the site and is consistent with surrounding properties which front 10th Avenue North within the City. The MU-W District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments.

The City forwarded the Annexation, FLUM and rezoning documents to Palm Beach County to allow opportunity for comment. No comments or objections have been received.

At its meeting of November 4, 2015, the City's Planning and Zoning Board voted unanimously to recommend approval to the City Commission PZB 15-01300002, which covers changing the zoning from Palm Beach County zoning classification of Multi Family Residential High Intensity (RH) to a City zoning classification of Mixed-Use – West (MU-W).

At its meeting of December 8, 2015, the City Commission voted 5-0 to approve the ordinance on first reading and to schedule the public hearing on January 5, 2016. Due to an advertisement error, the public hearing was rescheduled to this meeting date and the required advertisements published.

MOTION:

I move to approve/disapprove Ordinance No. 2016-03 on second reading.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
P&Z November 4, 2015 draft minutes
Universal Development Application
Ordinance
P&Z Staff Report including location map



CITY OF LAKE WORTH
1900 2nd Ave N · Lake Worth, Florida 33461 · Phone: 561-586-1687

Minutes
Regular Meeting
City of Lake Worth
Planning & Zoning Board
City Hall Commission Room
7 North Dixie Hwy; Lake Worth, FL

WEDNESDAY, NOVEMBER 04, 2015 6:00 PM

1. Roll Call and Recording of Absences: Greg Rice, Board Chair, called the meeting to order at 6:15 pm. Aimee Sunny, called the roll. Those present were: Mr. Rice; Dean Sherwin, Vice-Chair; Mark Humm; Elise LaTorre; and Dustin Zacks. Also present were Carolyn Ansay, Legal Counsel; Maxime Ducoste, Planning & Preservation Manager; Curt Thompson, Community Planner; and William Waters, Director for Community Sustainability.

Special Note: Maxime Ducoste noted that relocation of meeting was necessary due to plumbing issues at City Hall. In an attempt to notify the public, the City posted notice at all entrances of City Hall, posted on the City's website, and Tweeted to note the change of location. Contacted all applicants and Board members to note the change of location. The meeting is starting at 6:15pm in order to give the public time to move locations. Carolyn Ansay notes that the City has taken all of the steps possible to note the change of location due to the issues at City Hall.

2. **Pledge of Allegiance**

No flag was available in the room, therefore, the pledge was skipped.

3. Additions/Deletions/Reordering and Approval of the Agenda

Action: Motion made by Mark Humm with a Second by Elise LaTorre to approve the agenda.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

4. Approval of Minutes:

A. Meeting Minutes will be recorded at the December 2015 meeting.

5. Cases:

A. Swearing in of Staff and Applicants:

- Ms. Sunny administered the swearing in of applicants.

B. Proof of Publication:

Action: Motion made by Mark Humm with a Second by Dustin Zacks to receive and file the Proof of Publication.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

C. Withdrawals/Postponements: None.

D. Consent:

1. Consideration to recommend city-owned parcel at 128 South E Street (PCN 38-43-44-21-15-059-0030) be deemed suitable for affordable housing.

Action: Motion made by Dean Sherwin with a Second by Mark Humm to recommend to the City Commission that the city-owned parcel be used for affordable housing.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

E. Public Hearings:

1. Board Disclosure

Mr. Humm and Mr. Rice read a letter that was sent to all Board members.

2. Cases:

- a. PZB 15-02200001; 15-00300001 and 15-01300002 Request for Annexation to allow for the annexing of a +/- 6.54 acre site into the City of Lake Worth; a Small Scale Land Use Change from Commercial High Intensity/8 dwelling units per acre (CH/8) and Commercial Low Intensity/8 dwelling units per acre (CL/8) to a City of Lake Worth Land Use designation of Mixed Use West (MU-W) and a rezoning from a Palm Beach County zoning designation of High Density Residential (RH) to a City of Lake Worth zoning designation of Mixed Use West (MU-W).

- Staff Comments, Mr. Thompson (06:25pm)

Stated that this is a three part request, as outlined in the Staff report. The site is located just west of 10th Avenue North and Boutwell Road. Discussed the Interlocal Service Boundary Agreement between the City and Palm Beach County. This agreement is to help facilitate annexation of certain outlying parcels into the City. Staff is recommending approval of the request for annexation, future land use map amendment, and zoning map amendment.

- Presentation from Applicant's Agent, Mark Rickerts, Kimley Horn, notes that the request tonight is not a site plan or a development, only the annexation, future land use map amendment, and zoning map amendment. The client is considering a residential project in the future.

- Mr. Thompson commented that the City has had 3 other similar cases in which an annexation has occurred without a development application.

- Mr. Waters and Mr. Romano were sworn in at 6:37pm.

- Public Comments: Mr. Rodney Romano stated that his request is for the Planning Board to reject the proposal tonight. He would like to see the entire enclave annexed at one time, rather than just this requested portion. Mr. Romano quotes Florida Statute 171, Section 046, regarding annexation, and notes that the Statute prohibits the annexation of an enclave.
- Mark Rickards, on behalf of Kimley Horn, notes that he believes the criteria for voluntary annexation is straightforward and that his client has met the requirements.
- Mr. Waters states that they City has worked with the County for 3 years to craft the ISBA program, which was effective in October. The ISBA does allow for enclaves to be created, but rather to bring in parcels as they volunteer, rather than the entire enclave. The County has already vacated Boutwell Road to the City, and therefore there is no way to access the County parcels but to use a City Right-of-way, which actually created an enclave.
- Ms. LaTorre asked Mr. Romano where his property is located, and what specifically his concerns are regarding the project. Mr. Romano stated that he feels the project as proposed will create an enclave, and that this will be in violation of Florida State Statute. He is also concerned with the MF-30 zoning, which could allow up to 30 units per acre, next to the single-family property that he currently owns.
- Mr. Rickards indicates that his client hopes to move forward with a site plan in approximately 3 months.
- Mr. Waters states that the City assessed the cost differences between being a part of the County versus a part of the City. Also, responds to Mr. Romano's comment regarding the number of units that are allowed on the property. In Lake Worth, the Code has a maximum FAR, height, lot coverage, impermeable surface, and setbacks, and all of these will need to be met for any future development.
- Ms. LaTorre asked Mr. Waters and Ms. Ansary if there is any way to allow the annexation but approve a zoning that respects the single-family homes located nearby. Mr. Waters answered that the Code is very predictable and therefore the applicant is aware of the development potential with the site and the MF-30 zoning is appropriate based on the City's Comprehensive Plan.

(7:12 PM)

Action: Motion made by Mr. Zacks with a Second by Dean Sherwin to recommend annexation to the City Commission.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

Action: Motion made by Mr. Zacks with a Second by Mr. Humm to recommend the Future Land Use Map Amendment to the City Commission.

Vote: Ayes: Mr. Rice; Mr. Humm; and Mr. Zacks.

Nays: Mr. Sherwin; Ms. LaTorre;

Motion carried three (3) to two (2).

Action: Motion made by Mr. Zacks with a Second by Mr. Humm to recommend the Zoning Map Amendment to the City Commission.

Vote: Ayes: Mr. Rice; Mr. Humm; and Mr. Zacks.

Nays: Mr. Sherwin; Ms. LaTorre;

Motion carried three (3) to two (2).

- b. PZB 15-00500007; 15-00500010; 15-01500007 AND 15-01100002: Consideration of a Major Site Plan, Conditional Land Use, Major Subdivision and Sign Variance to allow for a proposed development on an 18.831 (+/-) acre site. The subject property is located at the northwest corner of Boutwell Road and 7th Avenue North within the Industrial Park of Commerce (IPOC).
- Staff comments, Curt Thompson:
Stated the number of buildings and the approximate size located on the existing property, and that the buildings are located in an East-West configuration. Discusses the location of the parking, loading docks, and entrances into the site. The site is 18.88 acres, which is quite large, and could accommodate as many as 30 different tenants. The applicant is requesting to alter 27 subdivision lots to 1 commercial lot. The applicant is requesting a Conditional Land Use to cover many different types of uses for the tenants. The applicant is proposing to clean up the peat and muck to clean up the site and protect the wetlands, under the community benefits sustainable bonus program. With the bonus, the applicant is requesting a height of 36 feet, instead of the 30 feet allowed per the Code. The applicant is also requesting a sign variance from the 150 square foot sign limitation to allow 1,332 square feet of signage in order to accommodate the large site and the multiple tenants. Staff is recommending approval of the four requests.
 - Maxime Ducoste stated that the total values of the required and proposed improvements and benefits for the property.
 - Board Member Comments: Mr. Zacks requested additional information regarding the proposed signage, and whether or not the 1332 square feet could all be applied on one façade.
 - Mr. Waters stated that this project is conditional upon the Applicant dedicating the Boutwell Road right-of-way to the City, which will need to be approved by the City Commission at the December meeting. (07:28pm)
 - Bradley Miller, Miller Land Planning comments: Representing Panattoni Development, states that this is the largest project ever to happen in Lake Worth at 252,000 square feet of industrial/commercial space. Jeff Konieczny, from Nashville, TN, on behalf of Panattoni Development. They have 17 North American offices, and they have mostly focused on retail, industrial, and office developments. The Boutwell Road project is speculative, they do not currently have any build-to-suit tenants. This project is a joint venture with the California Teacher's Pension Fund. Curtis Dubberly, with Miller Land Planning, presents the site location at the northwest corner of Boutwell Road and 7th Avenue North, and the site calculations. The Applicant is proposing a list of Conditional Land Uses that could accommodate a wide variety of tenants for the Boutwell Business Center. Mr. Dubberly stated that the Applicant has reviewed the list of proposed conditions, and they are in agreement with Staff.
 - Mr. Sherwin would like to see the color scheme adjusted to something more in keeping with South Florida and Lake Worth.
 - No Public Comments.

(07:45 pm)

Action: Motion made by Ms. LaTorre with a Second by Mr. Humm to approve the Conditional Land Use, with the conditions as recommended.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

Action: Motion made by Mr. Sherwin with a Second by Ms. LaTorre to approve the Major Site Plan, with the conditions as recommended.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

Action: Motion made by Mr. Humm with a Second by Ms. LaTorre to approve the requested Variance, with the conditions as recommended.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

Action: Motion made by Mr. Zacks with a Second by Mr. Humm to approve the Major Subdivision, with the conditions as recommended.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

F. Unfinished Business:

1. PZB 15-01500003: Consideration of Variances from Section 23.5-1, Signs, to allow additional signage for an importer and wholesaler of granite, marble, porcelain tile and slab surface business facility with accessory outdoor storage for property located at 1800 4th Avenue North, Unit A (425 Industrial Street). (07:50 pm)
 - Staff comments, Curt Thompson:
The applicant is requesting a variance from the allowed amount of signage for the property. The Staff is recommending denial of the application. This applicant is requesting 1,242 square feet of signage on approximately 5 acres of the site.
 - Michael Coiro, Owner of ArcStone trading, presented that he moved into the property in 2014, and that the area has always had stone companies and that he had no idea that there was a limitation on the signage for the area or that the use would require a Conditional Land Use. States that he needs every advantage to get people into his business, and that adequate signage is necessary for his business to succeed. Steve Graham, with the Wantman Group, and stated that Larry Zabik was previously involved in this case but was unable to attend. Mr. Graham is requesting a continuance of the case in order to allow for Mr. Zabik to be present at the hearing.
 - Mr. Ducoste stated that the request would allow for one tenant to occupy a large portion of the signage allowance for the entire site. Additionally, the signs are unpermitted, and were not discussed with Staff before they were constructed. Based on the conditions of the variance, Staff does not believe that there is a hardship to warrant approval of the variance.

- Board Member Comments: Mr. Rice stated that previously the Board had declared that an additional continuance would not be granted at the last meeting.

Action: Motion made by Ms. LaTorre with a Second by Mr. Sherwin to deny the request for a continuance.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

- The large freestanding sign is not part of the request, according to the Staff, as that sign was constructed without a permit and is not allowed by the Lake Worth code.
- Mr. Brian stated that the applicant has provided information as requested by the Staff, and that there is a hardship for the applicant.
- Mr. Thompson stated that the amount of signage requested by the Applicant is actually greater than the total signage allowance for the entire building, even though this tenant only occupies half of the building. (08:30pm)
- Board Member Comments: General discussion regarding the size, design, and type of the signs that exist currently, and what would be allowed by the Code. Discussion over whether or not the signage allowance applies to the entire building, or just the Applicant.

Action: Motion made by Mr. Sherwin, Move to approve 15-01500003 request for a variance from 23.5-1 regarding the total combined sign area. Permitted sign area for each building will be limited to one square foot of signage per one linear foot of building located adjacent to a public right of way. Motion did not receive a second.

- Additional discussion ensued regarding ownership of the property and the request for the variance. A variance, once granted, runs with the parcel, not a specific tenant. As such, the owner of the property should be involved with the outcome and the specifics of a variance. Ms. Ansay noted the ownership, and the legality of the Application that was submitted, and listed the decision options for the Board.

Action: Motion made by Mr. Sherwin with a Second by Mr. Humm to continue the case to the January 6, 2016, regular meeting, with the condition that all prohibited signs must be removed before the hearing.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; and Ms. LaTorre.

Nays: Mr. Zacks

Motion carried four (4) to one (1). (09:14pm)

G. New Business:

6. Planning Issues:
7. Public Comments (3 minute limit):
8. Departmental Reports:
9. Board Member Comments:
10. Adjournment:

Agenda Date: November 4, 2015 "Regular Meeting"

Action: Motion to adjourn made by Mr. Sherwin with a Second by Ms. LaTorre.

Vote: Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Mr. Zacks; and Ms. LaTorre.

Nays: None.

Motion carried five (5) to zero (0). (09:16pm)

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: ALL CITY BOARDS ARE AUTHORIZED TO CONVERT ANY PUBLICLY NOTICED MEETING INTO A WORKSHOP SESSION WHEN A QUORUM IS NOT REACHED. THE DECISION TO CONVERT THE MEETING INTO A WORKSHOP SESSION SHALL BE DETERMINED BY THE CHAIR OR THE CHAIR'S DESIGNEE, WHO IS PRESENT AT THE MEETING. NO OFFICIAL ACTION SHALL BE TAKEN AT THE WORKSHOP SESSION, AND THE MEMBERS PRESENT SHOULD LIMIT THEIR DISCUSSION TO THE ITEMS ON THE AGENDA FOR THE PUBLICLY NOTICED MEETING. (Sec. 2-12 Lake Worth Code of Ordinances)

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.

All project-related back-up materials, including full plan sets, are available for review by the public in the Planning, Zoning and Historic Preservation Division located at 1900 2nd Avenue North.



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

UNIVERSAL DEVELOPMENT APPLICATION

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

Application Type (select all that apply):

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

Other: Annexation

Project Name: Southport Annexation

Project Location: 200' west of the intersection of 10th Ave N and Boutwell Road

Legal Description: Please see the attached. Date Platted: 11/10/1914

PCN: 38-43-44- please see attached; Existing Zoning: RH (PBC) Proposed Zoning: MU-W (Lake Worth)

Existing FLU: CH/8; CL/8 (PBC) Proposed FLU: MU-W (Lake Worth)

Proposed Use: Residential; Density 30 DU/AC; Commercial _____ SF; Industrial _____ SF

Total Estimated Cost of the Project: 10,000,000

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

Parcel Control Numbers:

00-43-44-20-01-026-0010

00-43-44-20-01-004-0130

00-43-44-20-01-004-0030

00-43-44-20-01-004-0060

00-43-44-20-01-004-0080

00-43-44-20-01-004-0120

00-43-44-20-01-004-0010

Project Location Map:



Project Manager/Contact Person: Mark Rickards, AICP

Company: Kimley-Horn

Address: 1690 S Congress Ave Suite 100 Delray Beach, Florida, 33445
(Street Address) (City) (State) (Zip)

Phone No.: 561-404-7244 E-Mail Address: mark.rickards@kimley-horn.com

Applicant Name (if different from Project Manager): Scott Seckinger

Company: SP West Palm L.P.

Address: 2430 Estancia Blvd., Suite 101, Clearwater, Florida 33761
(Street Address) (City) (State) (Zip)

Phone No.: 727-669-3660 E-Mail Address: sseckinger@sphome.com

Owner Name: _____

Company: Lake Worth Investment Group LLC

Address: 4005 Nw 114th Ave STE 5 Miami, FL 33178-4372
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

OWNER'S CONSENT

LAKE WORTH INVESTMENT GROUP LLC ("Owner") certifies that it is the owner of the property located at 00-43-44-20-01-027-0010; 00-43-44-20-01-004-0030; 0060; 0080; 0120; 0010 ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

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

Owner's Signature: [Signature] Date: 8/19/15
Name/Title of Signatory: _____

STATE OF Florida
COUNTY OF Palm Beach
The foregoing instrument was acknowledged before me this 19th day of August, 2015, by Daniel Dalsa who is personally known to me or who produced a _____ identification. He/she did not take an oath.



[Signature]
(Signature of Notary Public)

(Name of Notary)

PROJECT DATA

DESCRIPTION OF WORK:

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

Annexation of above listed PCNs into the City of Lake Worth.

Please see attached Property Record Details.

PRIOR APPROVALS:

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

No previous Approvals

ADJACENT PROPERTY INFORMATION:

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

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North	CL/8 (PBC)	RS (PBC)	Single Family Residential
South	CH-0/8 (PBC)	CS(PBC), MU-W (Lake Worth)	Office Buildings, Vacant
East	CH/8 (PBC)	CG (PBC), RH (PBC)	Gas Station, Rubin Funeral Home,
West	CH/8 (PBC)	UC (PBC)	Shopping Center

Sunrise Detox

DEVELOPMENT STANDARDS:

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

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

AFFIDAVIT OF COMPLETENESS AND ACCURACY

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

Project Name: _____ Submittal Date: _____

STATEMENT OF COMPLETENESS AND ACCURACY:

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

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

(Name - type, stamp or print clearly)

[Signature]
(Signature)

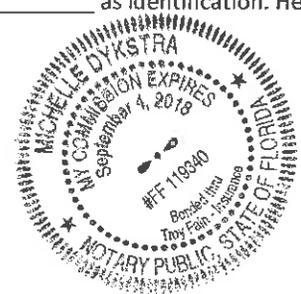
(Name of Firm)

(Address, City, State, Zip)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August 2015, 2015 by Phuong Debesa who is personally known to me or who produced a photo as identification. He/she did not take an oath.

(NOTARY SEAL)



(Signature of Notary Public)

(Name of Notary)

SIGN POSTING AGREEMENT

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

Applicant: _____

Property Owner: _____

Contact Phone No.: _____

Property Location: _____

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

Signature: *[Handwritten Signature]* Date: _____

Name/Title of Signatory: _____

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August 2015 by Daniel Devesa who is personally known to me or who produced a photo id as identification. He/she did not take an oath.

(NOTARY SEAL)



[Handwritten Signature]

(Signature of Notary Public)

(Name of Notary)

Exhibit "A"

LEGAL DESCRIPTION

PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 220 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.

PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.

PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.

PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.

PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.

AND

PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):

A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.

This is not a certified copy



DEPARTMENT for COMMUNITY SUSTAINABILITY
Planning, Zoning and Historic Preservation Division
1900 2nd Avenue North · Lake Worth, Florida 33461 · Phone: 561-586-1687

DATE: October 26, 2015

TO: Members of the Planning & Zoning Board

FROM: Maxime Ducoste, Planning and Preservation Manager
Curt Thompson, Community Planner

SUBJECT: **PZB Project Numbers 15-02200001; 15-00300001 and 15-01300002**, Consideration of:

- A recommendation to the Planning & Zoning Board on a request for **Voluntary Annexation** from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land +/- 6.54 acres in area generally located approximately 200 feet west of the northwest portion of the intersection of 10th Avenue North and Boutwell Road;
- A recommendation to the Planning & Zoning Board on a request for a **Small Scale Future Land Use Map Amendment** from the Palm Beach County Land Use designation of Commercial High Intensity/8 dwelling units per acre and Commercial Low Intensity/8 dwelling units per acre to a City of Lake Worth Future Land Use designation of Mixed Use West (MU-W);
- A recommendation to the Planning & Zoning Board on a request for a **Zoning Map Amendment** from the Palm Beach County Multi Family Residential (RH) Zoning District to the City of Lake Worth Mixed Use – West (MU – W) Zoning District.

P&ZB Meeting Date: November 4, 2015

BACKGROUND/ PROPOSAL:

The applicant is requesting to voluntarily annex a 6.54 +/- acre parcel of land, located about 200 feet west of the northwest portion of the intersection of 10th Avenue North and Boutwell Road into the City of Lake Worth. This site is located within the Inter-local Service Boundary Agreement (ISBA) geographical area (please see attachments).

The City of Lake Worth initiated a process to adopt an Inter-local Service Boundary Agreement (ISBA) with Palm Beach County. Chapter 171, Part II, Florida Statutes (F.S.) established the ISBA process as a flexible, joint planning option for counties and municipalities to cooperatively adjust municipal boundaries while planning for service delivery and land use changes. In general, the Inter-local Service Boundary Agreement (ISBA) and the annexation of parcels included in the area will have minimal impact on the different City departments. This is due to the following reasons: a) Most of the subject area is already served by the City (Water, Electric Utility, Fire Rescue); and b) Existing resources will be sufficient to provide service to the new area; or, additional resources will be minimal (Public Services, Community Sustainability, Sewer, Leisure Services).

ANALYSIS:

The requested annexation is consistent with the following Objective and Policies of the Future Land Use Element within the City's adopted Comprehensive Plan:

- **Objective 1.3.8: Maintain a policy of expansion through voluntary annexation.**
- Policy 1.3.8.1: Continue to promote orderly annexation of lands consistent with the City of Lake Worth Comprehensive Plan such that there is no reduction in service level to existing City residents as a result of the annexation.
- Policy 1.3.8.2: Continue to promote orderly annexation of land where service delivery in the annexed area will be consistent with and equal to those provided for existing corporate lands.
- Policy 1.3.8.3: Consider requests for annexation on a case-by-case basis utilizing good planning methods and practices.
- Policy 1.3.8.4: Ensure that development plans for annexed parcels are compatible with adjacent areas.
- Policy 1.3.8.5: Require infrastructure services available to a proposed annexation area at a level consistent with adopted level of service standards.
- Policy 1.3.8.6: Ensure that annexed areas do not become a financial burden by requiring applicants to demonstrate proposed impacts upon the City infrastructure system in the annexation process.
- Policy 1.3.8.7: Continue to promote orderly annexation of lands consistent with the Palm Beach Countywide Annexation Policy.
- Policy 1.2.2.5: Locational Strategy for the Mixed Use West Category – The Mixed Use West land use category is intended for mapping in areas from the westernmost city limits eastward to I-95 and adjacent to the proposed Park of Commerce, where the existing land use pattern is characterized by a high proportion of land (either vacant or with marginally useful structures) that has a good potential for new retail, office, commercial and high-density multifamily development.

The proposed Future Land Use designation of Mixed Use West (MU-W) is appropriate for the site and is consistent with adjacent properties along 10th Avenue North located within the City.

The proposed zoning designation of Mixed Use - West (MU-W) is appropriate for the site and is consistent with surrounding properties which front 10th Avenue North within the City. The MU-W District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments.

Section 23.2-36: Rezoning of Land and Future Land Use Map (FLUM) amendments:

An amendment to the official zoning map processed with the FLUM amendment shall be reviewed based on the following factors:

- a. Consistency. Whether the proposed FLUM amendment would be consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations. Approvals of a request to rezone to a planned zoning district may include limitations or requirements imposed on the master plan in order to maintain such consistency.

Staff Response: While no formal site plan has been submitted as part of the annexation, the surrounding area within the City Limits has a designation of Mixed Use West, and the proposed land use amendment would be consistent with the area and parcels in proximity to the site.

- b. Land Use Pattern. Whether the proposed FLUM amendment would be contrary to the established land use pattern, or would create an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM amendments that would result in more desirable and sustainable growth for the community.

Staff Response: The proposed Future Land Use Map amendment would not be contrary to the established land use pattern, and will surround an area that would be a good candidate for annexation into the City Limits. No special land use or zoning designation has been requested, and the approval of the annexation with FLUM amendment would not grant any special privilege or create an isolated land use classification. The larger area has been the subject of a long term concerted effort between the County and City as a joint planning area, and is consistent with the approved Inter-local Service Boundary Agreement (ISBA).

- c. Sustainability. Whether the proposed FLUM amendment would support the integration of a mix of land uses consistent with smart growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

Staff Response: While no formal site plan has been submitted as part of this voluntary annexation request, the governing land development regulations, including the sustainable bonus program will encourage smart growth and sustainable initiatives within the site as development takes shape.

- d. Availability of Public Services/Infrastructure. Requests for rezoning to planned zoning districts shall be subject to review pursuant to Section 23.5-2.

Staff Response: The applicant recognizes that in order to receive approval of a site plan, the proposed site will need to demonstrate compliance with Section 23.5-2.

- e. Compatibility. The application shall consider the following compatibility factor: Whether the proposed FLUM amendment would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.

Staff Response: The proposed FLUM is compatibility with the future uses of the surrounding properties, and will not negatively affect the property values of the adjacent properties.

- f. Economic Development Impact Determination for Conventional Zoning Districts. For FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further the City's Economic Development Program, and also determine whether the proposal would: 1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category; and 2) Represent a potential decrease in the number of uses with high probable economic development benefits.

Staff Response: The proposed land use and zoning designations represent an increase in residential density, while allowing for other mix of uses when compared to the existing Palm Beach County land use (8 units per acre maximum) and zoning designation (Residential only, no commercial development permitted).

- g. Commercial and Industrial Land Supply. The review shall consider whether the proposed FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation.

Staff Response: The proposed FLUM amendment does not reduce the amount of land available for commercial development, and industrial use is not permitted for the properties under the current County designations.

CONSEQUENT ACTION:

The Planning and Zoning Board's recommendations will be forwarded to the City Commission for consideration at the next available regularly scheduled meeting.

STAFF RECOMMENDATION:

Staff recommends that the Planning & Zoning Board approve the following:

- Approval of the Voluntary Annexation petition in accordance with the City's Comprehensive Plan;
- Approval of the Small Scale Future Land Use Map Amendment to assign a Future Land Use designation of Mixed Use West (MU-W);
- Approval of the Zoning Map Amendment to assign an initial zoning of Mixed Use – West (MU - W) District.

POTENTIAL MOTIONS:

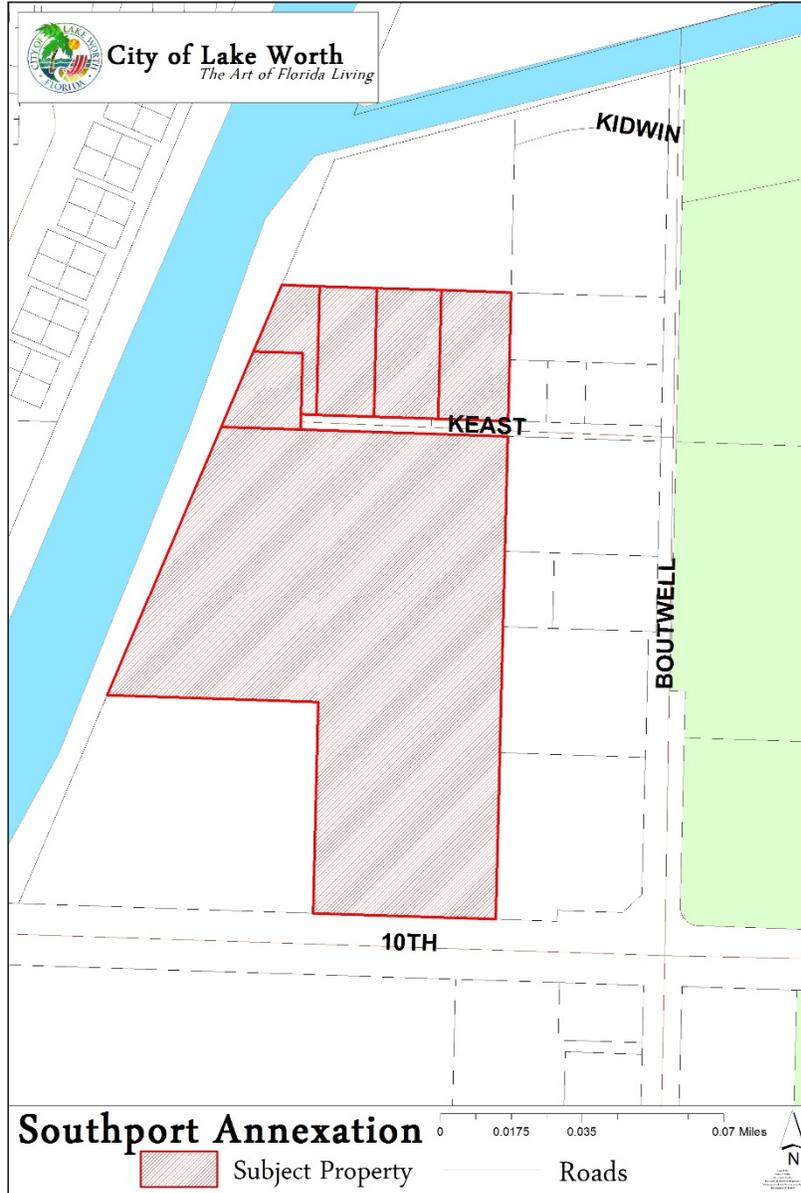
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-02200001: Request for voluntary annexation of a 6.54 +/- acre parcel of land (P.C.N. 00-43-44-20-01-026-0010; 00-43-44-20-01-004-0030; 00-43-44-20-01-004-0060; 00-43-44-20-01-004-0080; 00-43-44-20-01-004-0120; 00-43-44-20-01-004-0010; 00-43-44-20-01-004-0130) location, from Palm Beach County to the City of Lake Worth, WITH/WITHOUT County recommendations;

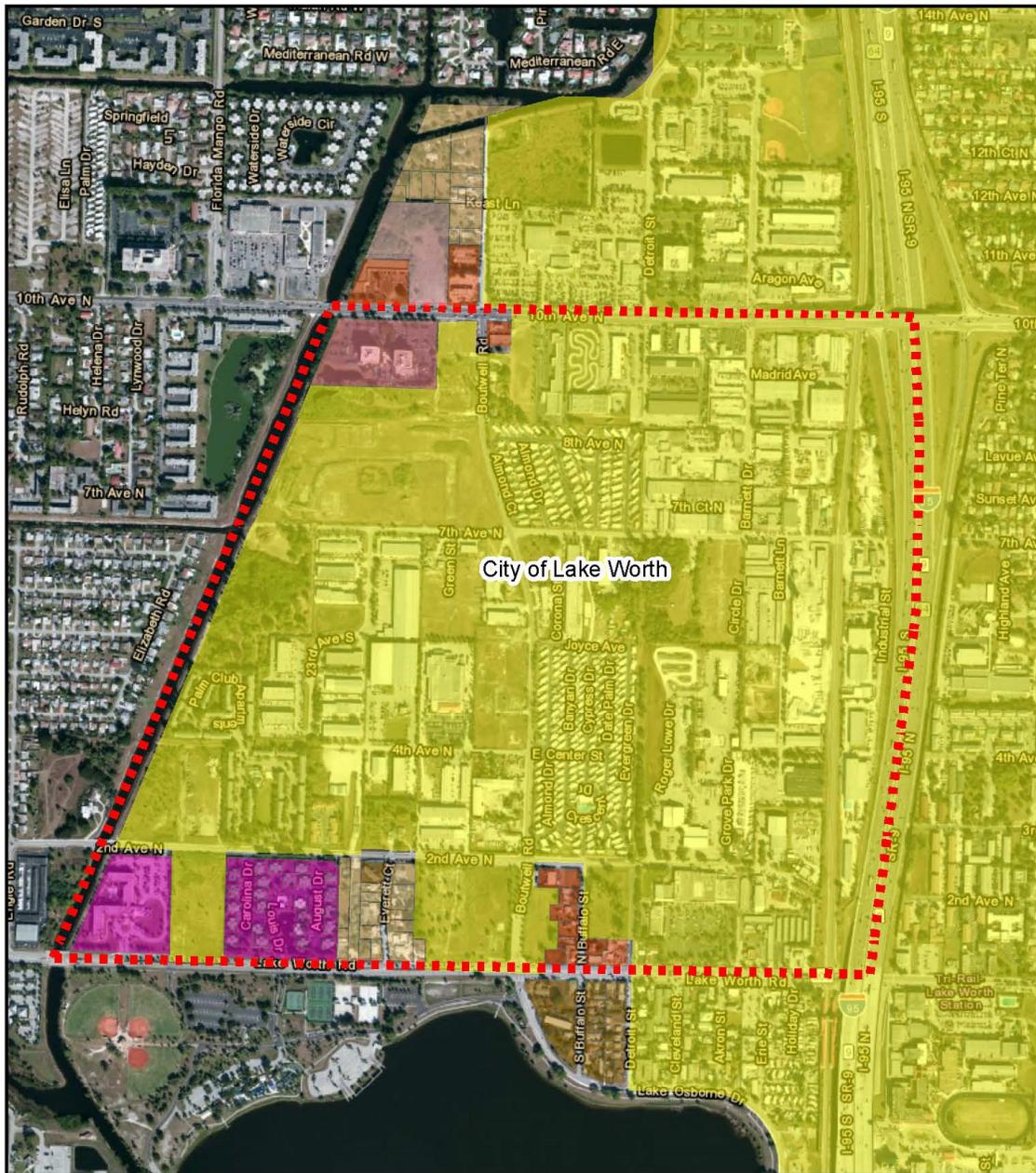
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-00300001 a Small Scale Future Land Use Map (FLUM) change from the County land use designation of Commercial High Intensity and Commercial Low Intensity/8 dwelling units per acre (CH/8 and CL/8) to the City of Lake Worth land use designation of Mixed Use West (MU-W).

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-01300002: Zoning Map Amendment from a Palm Beach County Zoning Designation of Residential High Intensity (RH) to a City Zoning Designation of Mixed Use – West (MU-W).

Attachments

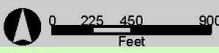
LOCATION MAP





	Lake Worth Park of Commerce		Commercial Low, underlying HR-8
	LAKE WORTH		High Residential 8
			Commercial High Office, underlying HR-8
			Commercial High, underlying HR-8
			Industrial





**Lake Worth Park of Commerce Interlocal Service Boundary Agreement-ISBA-
 Future Land Use**



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ORDINANCE NO. 2016-03 OF THE CITY OF LAKE WORTH, FLORIDA; CHANGING THE ZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A FROM COUNTY ZONING RESIDENTIAL HIGH INTENSITY (RH) TO CITY OF LAKE WORTH ZONING MIXED USE – WEST (MU-W); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of the property described below in Exhibit A (the "Property") has petitioned the City of Lake Worth (the "City") to voluntarily annex the Property into the City and, as part of such annexation, for a change in the Property's zoning from the County's zoning category of Residential High Intensity to the City's zoning of Mixed Use – West (MU - W); and

WHEREAS, City staff has reviewed the request to rezone the Property from a County zoning designation of Residential High Intensity to a City zoning designation of Mixed Use – West; and

WHEREAS, on November 4, 2015, the City Planning and Zoning Board recommended approval of such zoning change to the Property; and

WHEREAS, the City Commission finds that the zoning of Mixed Use – West is consistent with the land use designation of Mixed Use - West (MU - W); and

WHEREAS, the City has duly noticed this Ordinance as required in Section 166.041, Florida Statutes; and

WHEREAS, the City Commission has determined that the adoption of this Ordinance is in the best interest of the citizens and residents of the City of Lake Worth.

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

- Section 1. The foregoing recitals are hereby affirmed and ratified.
- Section 2. The parcel of land more particularly described in Exhibit A is hereby designated as Mixed Use – West zoning within the City of Lake Worth.
- Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 4. If any provision of this Ordinance, or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the

49 invalid provision or application, and to this end the provisions of this Ordinance
50 are declared severable,

51

52 Section 5. This Ordinance shall become effective thirty-one (31) days after
53 adoption.

54

55 The passage of this Ordinance on first reading was moved by
56 Commissioner Amoroso, seconded by Commissioner Maier, and upon being put
57 to a vote, the vote was as follows:

58

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

64

65

66 Mayor Pam Triolo thereupon declared this Ordinance duly passed on first
67 reading on the 8th of December, 2015.

68

69 The passage of this Ordinance on second reading was moved by
70 Commissioner _____, seconded by Commissioner
71 _____, as amended and upon being put to a vote, the vote was
72 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 Mayor Pam Triolo thereupon declared this Ordinance duly passed and
81 enacted on the 19th day of January, 2016.

82

83

LAKE WORTH CITY COMMISSION

84

85

86

By: _____
Pam Triolo, Mayor

87

88 ATTEST:

89

90

91 _____
Pamela J. Lopez, City Clerk

92

93

Exhibit "A"

LEGAL DESCRIPTION

PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 220 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 200.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 323.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.

PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.

PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.

PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.

PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.

AND

PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):

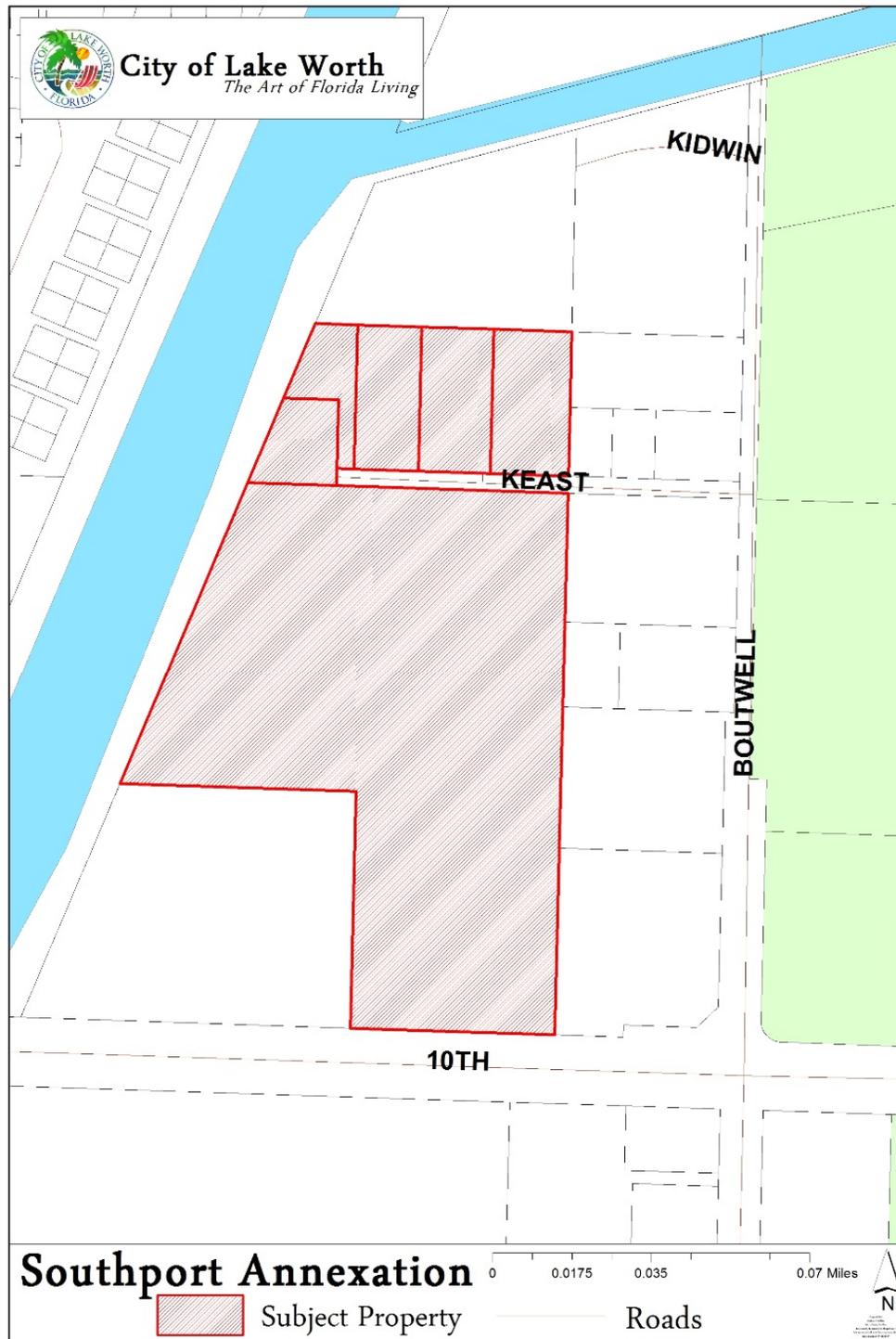
A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.

This is not a certified copy

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100

LOCATION MAP



101



AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: City Attorney

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-06 - Second Reading - provide regulations for “public property”

SUMMARY:

The Ordinance provides regulations for property that is zoned “public” and owned by the City.

BACKGROUND AND JUSTIFICATION:

The Ordinance amends regulations regarding City parks to extend those regulations to “public property”. “Public property” is defined in the Ordinance as property zoned as “public” and owned by the City. Examples of “public property” include, but are not limited, to the Downtown Cultural Plaza, City Hall complex, shuffleboard court complex and water/electric utilities and public service complex. As currently provided for parks, the Ordinance will prohibit persons from being in or on “public property” after the posted closing hours. The closing hours are to be set by City resolution (to be provided at second reading). It is anticipated that the closing hours shall be from 10:00 p.m. to 6:00 a.m., seven days a week.

MOTION:

I move to approve/not approve the Ordinance No. 2016-06 on second reading.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

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ORDINANCE NO. 2016-06 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7 “BEACHES, PARKS AND RECREATION”, ARTICLE I “PARKS AND RECREATIONAL FACILITIES”, TO SET FORTH REGULATIONS GOVERNING PROPERTY THAT IS ZONED PUBLIC AND OWNED BY THE CITY; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

WHEREAS, the City owns several parcels of real property that are zoned as “public” and, in most cases, are open to the public; and,

WHEREAS, the City has received numerous complaints regarding various activities at some of these public parcels which raise concerns for the public health, safety and welfare of the City’s residents and visitors; and,

WHEREAS, unlike the City’s parks, the City does not have specific regulations governing the City’s public parcels including, without limitation, closing hours; and,

WHEREAS, the City Commission desires to set forth regulations governing the use of these public parcels; and,

WHEREAS, the City Commission deems it necessary in order to further public health, safety and welfare of its residents and visitors to establish regulations for its public parcels.

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

Section 1. The foregoing “WHEREAS” clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. Chapter 7 “BEACHES, PARKS AND RECREATION”, Article I “PARKS AND RECREATION FACILITIES”, is hereby amended to read as follows:

ARTICLE I. – PARKS, AND RECREATIONAL FACILITIES AND PUBLIC PROPERTY

Sec. 7-1. - Definitions.

For the purposes of this article, the following words shall have the meaning ascribed to them below:

50 *Park, park grounds or recreation facility or recreational facility area* shall
51 mean a park, playground, gymnasium, athletic field or court, recreation center or
52 any other area in the city owned by the city and devoted to active or passive
53 recreation, but for purpose of this article shall not include the municipal beach
54 area which is specifically regulated by chapter 7, article VI of this Code.
55

56 Public property and public property grounds shall mean all property owned
57 by the city that has a zoning designation of "Public".
58

59 *Vehicle* shall mean any wheeled conveyance which is motor-powered,
60 animal-drawn or self-propelled device designed and used for the purpose of
61 transporting or moving any person or property from one place to another but not
62 operated upon rails or guide way, including but not limited to the following:
63 automobiles, motorcycles, trucks, motorcycles, motorized scooter, mini bike; all-
64 terrain vehicles (ATVs), golf carts, low-speed vehicle, moped scooter or other
65 similar vehicle. The term shall include any trailer in tow of any size, kind or
66 description. Exception is made for baby carriages and vehicles in service of the
67 city or its authorized law enforcement and fire agency.
68

69 **Sec. 7-2. - Hours for parks and public property.**
70

- 71 (a) It shall be unlawful for any person to enter and go upon any park or public
72 property grounds in the city during times when said grounds are not opened
73 for the public use. The park and public property grounds to be closed and
74 the hours of closing shall be established by resolution of the city commission
75 subject to amendment from time to time in the discretion of the city
76 commission.
77 (b) Entry onto park or public property grounds during hours at which such park
78 or public property is closed shall be deemed a trespass in violation of this
79 article and punishable under the provisions of section 1-6 of this Code.
80 (c) Park and public property hours shall be adequately posted on the park and
81 public property grounds. It shall not be a defense to a prosecution under this
82 section that the person charged had no actual knowledge of the park or
83 public property hours.
84

85 **Sec. 7-3. - Fishing from bridge, old bridge structures, causeways.**
86

87 It shall be unlawful for any person to fish from the Lake Worth Bridge (SR
88 802), commonly known as the "Robert A. Harris Bridge," by any means and at
89 any time.

90 **Sec. 7-4. - Use of bicycles, roller skates, skateboards or other type of**
91 **coaster vehicles.**

- 92 (a) It shall be unlawful for any person to ride a bicycle, roller skates, a
93 skateboard or other type of coaster vehicle upon any sidewalk or other
94 pedestrian way located in the city's beach and casino areas, and in the
95 downtown area of the city, bounded on the north by the northern

96 boundary of the right-of-way known as Second Avenue North, on the west
97 by the western boundary of the right-of-way known as A Street, on the
98 south by the southern boundary of the right-of-way known as First
99 Avenue South and on the east by the eastern boundary of the right-of-
100 way known as Golfview Lane.

101 (b) It shall be unlawful for any person to ride a bicycle, roller skates, a
102 skateboard or other type of coaster vehicle upon or within the bandshell
103 at Bryant Park or upon any bench, table, bleacher seat, stadium seat, or
104 upon or within any other building or structure not designed and posted
105 for such use within any public park or public property of the city.

106 **Sec. 7-5. - Operation of vehicles confined to roads.**

107 No person in a park or on public property shall drive any vehicle on any area
108 except the established park roads or parking areas, or such other areas as may
109 on occasion be specifically designated and posted as temporary parking,
110 exhibition or vending areas by the city.

111 **Sec. 7-6. - Prohibition against vending and peddling.**

112 (a) No person in a park or recreational facility or on public property shall
113 expose or offer for sale, lease or barter any article or thing, nor shall
114 he/she station or place any stand or vehicle for the transportation, sale
115 or display of such article or thing. Exception is here made as to any
116 properly licensed licensee or concessionaire acting pursuant to a lawful
117 agreement with the city.

118 (b) No person shall park or station on any park property or public property
119 any vehicle displaying a sign or notice with the intent of offering said
120 vehicle for sale or exchange.

121 (c) No person shall advertise or offer for sale any article, material, or
122 service, nor place any stand, cart, or vehicle for the transportation, sale,
123 trade or display of any article, material or service for sale or trade within
124 any park or recreational area or on public property unless in conjunction
125 with a permitted use of a reserved park or recreational facility area, with
126 prior written agreement of the city and with proper licensing.

127 (d) No person shall distribute, display or affix any printed materials or
128 advertisements to or within any park or recreational facility property or
129 on public property. Exceptions to this rule are printed materials or
130 advertisements permanently affixed on vehicles or on clothing,
131 distribution of printed handbills or leaflets the purpose of which is not
132 solely commercial, announcements of park sponsored or sanctioned
133 events; authorized signs located entirely within concession structures,
134 and signs or distribution of printed materials in conjunction with a
135 permitted use of reserved park or recreational facility area.

136 (e) No person shall utilize any park property or public property to facilitate a
137 commercial operation, whether land-based or from a vehicle or the

138 water, without authorization from the leisure services director or his/her
139 designee and proper licensing from the city.

140 **Sec. 7-7. - Preservation of property and natural features.**

141 No person shall injure, deface, disturb or befoul any part of any park, or
142 recreational area or public property or any building, sign, equipment or other
143 property, located thereon; nor shall any tree, flower, shrub, rock or other mineral
144 be removed, injured or destroyed.

145 **Sec. 7-8. - Plant and wildlife protection and preservation.**

146 (a) Within any park, or recreational area or public property, no person shall
147 cut, carve, or injure the bark or break off limbs or branches or pick the
148 flowers or seeds, of any tree, plant or shrub, nor shall any person dig in
149 or otherwise disturb grass areas, or install any vegetation, or in any other
150 way injure or impair the natural beauty or usefulness of any area, nor shall
151 any person pile debris or material of any kind on or about any tree or plant,
152 or attach any rope, wire, or other contrivance therein, whether temporary
153 or permanent in character or use, without prior approval by the leisure
154 services director. No person shall tie or hitch any animal to any tree or
155 plant on any park or recreational area.

156 (b) No person shall sit, stand, lie, or otherwise trample upon any flower
157 garden, flower bed, hedge, planter, bushes, or planting areas.

158 (c) No person shall remove, molest, harm, frighten, kill, trap, hunt, chase,
159 shoot or throw any object at any animal, nor shall any person remove or
160 possess the eggs, nests or young of any wild animal whether alive or dead
161 without prior approval from the director.

162 (d) It shall be unlawful for any person to knowingly interfere with or damage
163 any humane animal trap owned by the department, or another county
164 department or agent, or to molest or release any animal caught therein.

165 (e) In accordance with both federal and state law, no person shall disturb or
166 handle any sea turtles, their eggs or their nests.

167 **Sec. 7-9. - Regulation of conduct in parks and recreation areas and on**
168 **public property.**

169 In addition to the regulations contained in sections 7-1 through 7-7 of this
170 article, the following regulations shall apply to all parks and recreation facilities
171 and public property. Conduct relating specifically to the municipal beach area
172 shall be proscribed by chapter 7, article VI of this Code.

173 (a) *Fires.*

174 (1) Ground or bonfires. Ground fires and bonfires are prohibited in all parks
175 and recreation areas and on public property unless authorized by the City
176 for a City event.

177 (2) Personal grills. The use of personal grills in park areas is prohibited.
178 Any grilling is restricted to and shall occur only on city provided BBQ grills
179 which shall be available on a "first come, first serve basis".

180 (3) Use of city grills. BBQ grills provided by the city are designed for use
181 with charcoal only. The use of wood or other flammable materials in such
182 grills is prohibited. Visitors are responsible for insuring that their fire in the
183 city BBQ grill is properly monitored and extinguished before they leave the
184 area.

185 (4) No person shall drop, throw, or otherwise deposit lighted matches,
186 burning cigarettes or cigars, or other flammable material within any park
187 property.

188 (b) *Recreational activity areas.* Areas designated or intended for use by the
189 public as recreational areas such as horseshoe pits, athletic courts,
190 shuffleboard courts, fields, gymnasiums, tot lots, and playgrounds shall
191 not be used for any unintended non-recreational purpose unless
192 approved by the city.

193 (c) *Restrooms.* Restrooms or washrooms intended or designated for use by
194 the public shall be used for their intended purpose.

195 (d) *Public use.* No person shall utilize any park, park grounds, ~~or~~ recreational
196 facility property or public property in a manner as to exclude or interfere
197 with its use by other persons.

198 (e) *Climbing upon park, ~~or~~ recreational facility property or public property.*
199 No person shall climb, stand or sit upon monuments, vases, fountains,
200 railings, fences, historically designated trees or upon any other property
201 not designated or customarily used for such purposes.

202 (f) *Pollution of waters.* No person shall throw, discharge or otherwise place
203 or cause to be placed in the waters of any fountain, pond, lake, stream,
204 bay or other body of water within any park property any substance,
205 matter or thing, liquid or solid, which will or may result in the pollution of
206 said waters.

207 (g) *Refuse, trash and litter.* Park and recreational facility or public property
208 patrons are responsible at all times for proper disposal of their trash. Any
209 trash generated outside park and recreation facilities or public property
210 may not be disposed of inside the park or on public property or in any park
211 or recreational facility. No person shall dump or deposit any bottles, broken
212 glass, ashes, printed material, paper, boxes, cans, dirt, rubbish, waste,
213 garbage, refuse or other trash upon any park property or public property.
214 Persons shall place all bottles, broken glass, ashes, printed material,
215 paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash in
216 the proper receptacles where provided; where receptacles are not
217 provided, same shall be carried away from park or recreational facility
218 property or public property by the person or persons responsible for its
219 presence and properly disposed of elsewhere.

220 (h) *Animals.*

221 (1) Except in specified areas, domesticated animals, except those
222 considered to be a nuisance, are permitted within park property or public

223 property. Said animals must be restrained at all times at a distance of not
224 greater than six (6) feet in length from their handler. For purposes of this
225 section, nuisance shall mean an animal that habitually barks, whines,
226 howls or causes other objectionable noise resulting in a serious
227 annoyance; or an animal that disturbs the peace by habitually or
228 repeatedly destroying, desecrating or soiling park property, chasing
229 persons, cars or other vehicles, running at large, or other behavior that
230 interferes with the reasonable use and enjoyment of the park property.

231 (2) No person shall bring into, nor allow to enter, any park property or
232 public property any non-domesticated animals including, but not limited to
233 cattle, mules, swine, sheep, goats, fowl or reptiles except where, in
234 conjunction with projects sponsored by the city or in conjunction with a city
235 approved special event where approval is received from the director of
236 leisure services and are subject to containment or restraint.

237 (3) No person shall bring into, nor allow to enter, any park property or
238 public property any dangerous dog, as defined in Ordinance No. 98-22, the
239 Palm Beach County Animal Care and Control Ordinance, as it may be
240 amended.

241 (i) *Camping*. No person shall camp within any park property or public
242 property.

243 (j) *Fireworks and explosives*.

244 (1) No person shall bring into or have in his possession, or set off or
245 otherwise cause to explode or discharge or burn within any park property
246 or public property any firecrackers, torpedoes, rockets or other fireworks or
247 explosives of flammable material, or discharge them or throw them onto
248 any park property or public property from land or water adjacent thereto.
249 Parents or guardians shall be held strictly responsible and accountable for
250 the actions of minors.

251 (2) Fireworks shall be permitted at a city sponsored, co-sponsored special
252 event carried out in a park or recreational facility or on public property
253 subject to full compliance with state law and county fire code or other
254 applicable county or city ordinances which regulate said fireworks display.
255

256 **Sec. 7-10. - Regulation exceptions.**

257 All government activities, including those of the city's designated law
258 enforcement officers and fire rescue personnel, carried out in the ordinary course
259 and scope of their employment, shall be exempt from the provisions of this article.
260 Acts or conduct prohibited by the rules shall be permitted when approved by the
261 leisure services director or his/her designee and occurring in conjunction with
262 city-sponsored, co-sponsored, or city-approved special events, including but not
263 limited to, promenade, plant shows and home shows.

264 **Sec. 7-11. - Habitual violators.**

265 Any person determined by the city or its designated law enforcement officers
266 or fire rescue personnel to be a habitual violator of this article may be ordered to

267 remain out of city parks or recreational facilities for a period of time not to exceed
268 six (6) months. Habitual violator, for purposes of these rules and regulations, shall
269 be defined as any person that has been ordered by the department of leisure
270 services director, code enforcement officers and those designated by the city to
271 enforce its Code of Ordinances or its designated law enforcement officers or fire
272 rescue personnel to leave a city park or recreational facility three (3) times within
273 any 12-month period.

274 **Sec. 7-12. - Other rules and regulations.**

275 The city commission may, by resolution, establish other rules and regulations
276 for the use of, or for conduct within, any or all of the city parks or public property.
277 Any person who violates any such rule or regulation shall be deemed to have
278 violated this section and shall be subject to the penalties set forth in section 1-6;
279 provided, that if a rule or regulation established by resolution is not also
280 established by ordinance, the violator shall first be informed that his or her
281 conduct is in violation and shall be given a reasonable opportunity to cease and
282 desist such conduct.

283
284 Section 3. Severability. If any section, subsection, sentence, clause, phrase or
285 portion of this Ordinance is for any reason held invalid or unconstitutional by any
286 court of competent jurisdiction, such portion shall be deemed a separate, distinct,
287 and independent provision, and such holding shall not affect the validity of the
288 remaining portions thereof.

289
290 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in
291 conflict herewith are hereby repealed to the extent of such conflict.

292
293 Section 5. Codification. The sections of the ordinance may be made a part of
294 the City Code of Laws and ordinances and may be re-numbered or re-lettered to
295 accomplish such, and the word "ordinance" may be changed to "section",
296 "division", or any other appropriate word.

297
298 Section 6. Effective Date. This ordinance shall take effect ten days after its
299 adoption.

300
301 The passage of this Ordinance on first reading was moved by Vice Mayor
302 Maxwell, seconded by Commissioner Amoroso, and upon being put to a vote, the
303 vote was as follows:

304
305 Mayor Pam Triolo AYE
306 Vice Mayor Scott Maxwell AYE
307 Commissioner Christopher McVoy AYE
308 Commissioner Andy Amoroso AYE
309 Commissioner Ryan Maier AYE

310
311 The Mayor thereupon declared this Ordinance duly passed on first reading
312 on the 5th day of January, 2016.

313

314 The passage of this Ordinance on second reading was moved by
315 _____, seconded by _____, and upon being put to
316 a vote, the vote was as follows:

317
318 Mayor Pam Triolo
319 Vice Mayor Scott Maxwell
320 Commissioner Christopher McVoy
321 Commissioner Andy Amoroso
322 Commissioner Ryan Maier

323
324 The Mayor thereupon declared this Ordinance duly passed and enacted
325 on the 19th day of January, 2016.

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329

LAKE WORTH CITY COMMISSION

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By: _____
Pam Triolo, Mayor

333

334

335

ATTEST:

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338

Pamela J. Lopez, City Clerk

339



AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: City Attorney

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-07 - Second Reading – amend various ordinances to include sexual orientation and gender identity or expression within said provisions

SUMMARY:

This Ordinance amends various ordinances that did not specifically include the categories of sexual orientation and/or gender identity or expression as it relates to equal opportunity within the City. The proposed amendments include sexual orientation and/or gender identity or expression within said provisions.

BACKGROUND AND JUSTIFICATION:

Rand Hoch, President and Founder of the Palm Beach Human Rights Council requested that the City correct a typographical error in Chapter 20, Article I, Section 20-2, relating to “gender identity or expression” as well as to request the City include “sexual orientation” and “gender identity or expression” in the following provisions: Lake Worth Fair Housing Act, Merit Service, and Purchasing. While not required, it is recommended that the City adopt amended language to include sexual orientation and/or gender identity or expression within said provisions.

MOTION:

I move to approve / not approve Ordinance No. 2016- 07 on second reading

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

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3 ORDINANCE NO. 2016-07 OF THE CITY OF LAKE WORTH, FLORIDA,
4 AMENDING CHAPTER 20 "CIVIL RIGHTS", ARTICLE I "LAKE WORTH CIVIL
5 RIGHTS ACT", SECTION 20-2, "ADOPTION OF LAKE WORTH CIVIL RIGHTS
6 ACT" AND ARTICLE II "LAKE WORTH FAIR HOUSING ACT", SECTION 20-11,
7 "PURPOSE"; AND AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE III
8 "MERIT SERVICE", SECTION 2-30(b) "POLICY DECLARED" AND ARTICLE
9 XIV "PURCHASING", SECTION 2-111(e) "PROCUREMENT CODE" TO
10 INCLUDE SEXUAL ORIENTATION AND GENDER IDENTITY OR
11 EXPRESSION WITHIN SAID PROVISIONS; PROVIDING FOR SEVERABILITY,
12 REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE
13 AND FOR OTHER PURPOSES.

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

18
19 WHEREAS, the City Commission wishes to update the City's Ordinances
20 to ensure "sexual orientation" and "gender identity or expression" are included in
21 the relevant code sections relating to equal opportunity; and,

22
23 WHEREAS, the City Commission has reviewed the recommended
24 ordinances and has determined that it is in the best interest of the public health,
25 safety and general welfare of the City, its residents and visitors to adopt this
26 ordinance.

27
28 NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
29 THE CITY OF LAKE WORTH, FLORIDA, that:

30
31 Section 1. The foregoing "WHEREAS" clauses are true and correct and are
32 hereby ratified and confirmed by the City Commission.

33
34 Section 2. Chapter 20 "CIVIL RIGHTS", Article I "LAKE WORTH CIVIL RIGHTS
35 ACT", Section 20-2 "Adoption of Lake Worth Civil Rights Act" is hereby amended
36 to read as follows:

37
38 Sec. 20-2. - Adoption of Lake Worth Civil Rights Act.

39
40 The Florida Civil Rights Act of 1992, chapter 760, sections 760.01 through
41 760.11 and section 509.092 is adopted by reference as the Lake Worth Civil
42 Rights Act, subject to and including by reference such amendments, corrections
43 and additions as shall occur to the Florida Civil Rights Act of 1992, and such
44 amendments, corrections or additions as may appear in this Chapter. In addition,
45 a discriminatory practice for purposes of the Lake Worth Civil Rights Act shall
46 include a practice based upon a person's sexual orientation, which is the state of
47 being heterosexual, homosexual or bisexual, or having a history of such
48 identification or a person's gender identity or expression. "Sexual orientation"
49 means the state of being heterosexual, homosexual or bisexual, or having a
50 history of such identification. "Gender identity" ~~and~~ or ~~gender~~ expression"

51 means a person's various individual attributes, actual or perceived as they are
52 understood to be masculine and/or feminine, or a person's self-identity, self-
53 image, appearance or expression as a man or woman, whether or not different
54 from those traditionally associated with the person's sex at birth.

55

56 Section 3. Chapter 20 "CIVIL RIGHTS", Article II "LAKE WORTH FAIR
57 HOUSING ACT", Section 20-11 "Purpose" is hereby amended to read as follows:

58

59 Sec. 20-11. - Purpose.

60

61 The city commission of the City of Lake Worth desires, in the exercise of its
62 police power for the public health, safety and general welfare, to assure within
63 constitutional limitation equal opportunity to all persons to live in available
64 housing facilities regardless of race, color, religion, sex, sexual orientation,
65 gender identity or expression, national origin, age, handicap or marital status,
66 within constitutional limitations, and, to that end, to prohibit discrimination in
67 housing by any person. The city commission also desires to adopt an
68 ordinance which is consistent with state law and which affords its citizens a
69 clear channel of access to a state-mandated remedy in the case of alleged
70 discrimination, to wit the Florida Commission on Human Relations.

71

72 Section 4. Chapter 2 "ADMINISTRATION", Article III "MERIT SERVICE", Section
73 2-30(b) "Policy Declared" is hereby amended to read as follows:

74

75 Sec. 2-30(b). - Policy Declared.

76

77 No person employed in the merit service, or seeking admission thereto, shall in
78 any way be favored or discriminated against because of religious or political
79 affiliations or beliefs, racial or national origin, age, sex, sexual orientation, gender
80 identity or expression, or handicap, where the handicapped persons are able to
81 perform the work they are seeking.

82

83 Section 5. Chapter 2 "ADMINISTRATION", Article XIV "PURCHASING", Section
84 2-111(e) "Procurement code" is hereby amended to read as follows:

85

86 Sec. 2-111(e). – Procurement code.

87

88 *Equal opportunity.* No person or business shall be excluded from participation in,
89 denied benefits of, or otherwise discriminated against in connection with
90 procurement by the city on the grounds of race, color, religion, sex, gender
91 identity or expression, national origin, age, disability, familial status, marital
92 status, or sexual orientation.

93

94 Section 6. Severability. If any section, subsection, sentence, clause, phrase or
95 portion of this Ordinance is for any reason held invalid or unconstitutional by any
96 court of competent jurisdiction, such portion shall be deemed a separate, distinct,
97 and independent provision, and such holding shall not affect the validity of the
98 remaining portions thereof.

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

Section 8. Codification. The sections of the ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 9. Effective Date. This ordinance shall take effect ten days after its adoption.

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

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 5th day of January, 2016.

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

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

The Mayor thereupon declared this Ordinance duly passed and enacted on the 19th day of January, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-08 - First Reading – revise the special assessment procedure and the collection of such assessments incurred for the clearing of nuisance lots and schedule the public hearing date for February 2, 2016

SUMMARY:

This Ordinance provides for the costs to be assessed at the time the services are provided and to allow for subsequent costs incurred by the City to be added to the special assessment.

BACKGROUND AND JUSTIFICATION:

Pursuant to the provisions of sections 12-38 through 12-42 of the Code of Ordinances (the “Lot Clearing Ordinance”), the owners of certain parcels of real property are notified of the existence of debris and/or overgrown vegetation on the property. Certain owners fail to correct the problem, and the City abates these nuisances by clearing the offending lots. In accordance with section 12-42, the costs incurred by the City to abate said nuisances are assessed against each property as a special assessment lien. Under the current ordinance, the costs incurred become a special assessment lien at the time the Commission adopts and records a resolution that makes all outstanding costs, special assessments. The proposed Ordinance provides that the costs incurred by the City to comply these properties will automatically become a special assessment at the time the services are provided rather than at the time a resolution is adopted and recorded by the Commission. The City will continue to routinely document these special assessments through its existing resolution process whereby all outstanding special assessments are included in a resolution that is presented to the Commission for its review and approval, and then such resolution will be recorded in the public records. This change in the process is anticipated to more effectively address the situation where the nuisance on the property is abated by the City, but the property is sold before the special assessment resolution is adopted and recorded in the public records.

MOTION:

I move to approve / not approve Ordinance No. 2016-08 on first reading and to schedule the public hearing date for February 2, 2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

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ORDINANCE NO. 2016-08 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 12 "HEALTH AND SANITATION", ARTICLE III "LOTS AND LANDS CONSTITUTING NUISANCES", SECTION 12-38, SECTION 12-39, SECTION 12-40 AND SECTION 12-42 TO REVISE THE PROCEDURE FOR THE COLLECTION OF COSTS INCURRED FOR THE CLEARING OF LOTS; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

WHEREAS, the City adopted its "Lot Clearing Ordinance" to address overgrown lots or lots with accumulated waste material to protect against the harboring of rats, mosquitos and other nuisances that present health and safety issues; and

WHEREAS, the City Commission wishes to streamline the procedure to collect the costs incurred by the City for the clearing of these nuisance properties; and

WHEREAS, the City Commission has reviewed the recommended amendments and has determined that it is in the best interest of the public health, safety and general welfare of the City, its residents and visitors to adopt these amendments.

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

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

Section 2. Section 12-38 "Authority; defined" is hereby amended to read as follows:

Sec. 12-38. - Authority; defined.

- (a) Authority. The city, acting through its city commission and/or its designee(s), shall have authority pursuant to home rule and police powers under Chapter 166, Florida Statutes and Article VII, Section 2(b) of the Florida Constitution to determine and declare the existence of a public nuisance and shall have the authority to provide for the abatement of same. Abatement of such nuisances constitutes a municipal service, which specifically benefits the property upon which the nuisance is abated and all fair and reasonable costs incurred by the city in abating such nuisances shall be levied as a special assessment.

49 Section 3. Section 12-39 "Publication of annual notice" is hereby amended to
50 read as follows:

51

52 **Sec. 12-39. – Publication of annual notice.**

53 The city commission shall cause to be published in a newspaper
54 regularly published and in general circulation within the city once a week for two
55 (2) consecutive weeks ~~during the same month~~ each year hereafter a notice
56 reading substantially as follows:

57

58 "ATTENTION OWNERS, AGENTS, CUSTODIANS, LESSEES AND
59 OCCUPANTS OF REAL PROPERTY WITHIN THE CITY OF LAKE WORTH:
60 You are hereby notified that you are required by law to cut and prevent the
61 accumulation of weeds, grasses or other vegetation over ten (10) inches in
62 height or that otherwise are conducive to harboring vermin, reptiles, or other
63 wild animal life upon your property; and to remove any trash, waste, rubble,
64 debris, refuse, garbage, or other noxious matter or condition located on any
65 property owned, controlled or occupied by you in the City of Lake Worth; and
66 that upon your failure to do so, the City of Lake Worth will institute nuisance
67 abatement proceedings against your property and cause such nuisance to be
68 abated. The cost of such abatement will constitute a special assessment lien
69 against the property on which the nuisance is located. Such special assessment
70 lien shall be coequal with the lien of all state, county, district, and municipal
71 taxes and superior in dignity to mortgages and all other liens, irrespective of the
72 date of the recording of the ~~municipal~~ special assessment lien, if recorded, or
73 the date of the recording of any mortgage or any other lien on real property. A
74 failure to pay said lien, even such lien upon homesteaded property, may result
75 in a loss of title to your property."

76

77 A failure to publish this notice as provided for herein shall not invalidate any
78 nuisance abatement proceedings brought pursuant to this article.

79

80 Section 4. Section 12-40 "Procedure for enforcement of nuisance" is hereby
81 amended to read as follows:

82

83 **Sec. 12-40. – Procedure for enforcement of nuisance.**

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* * *

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- 87 (b) The notice shall notify the owner of the property of the following:
- 88 (1) That it has been determined that a public nuisance exists on the
89 land, and what condition constitutes that nuisance;
 - 90 (2) That the owner of the property shall have five (5) days from
91 delivery of the notice to remove the condition causing the
92 nuisance on the property or to deliver a written request for a
93 hearing to the city's code compliance manager;
 - 94 (3) That if the condition is not corrected or removed within five (5)
95 days and a hearing is not property requested, the city ~~will~~ may

96 have the condition corrected or removed at the expense of the
97 owner, including all costs of inspection and administration;

98 (4) If the city has the nuisance abated, ~~and payment is not received~~
99 ~~within thirty (30) days after the mailing of a notice of special~~
100 ~~assessment for the costs of the work, together with all costs of~~
101 ~~inspection, administration and all other related costs, then the city~~
102 ~~shall have~~ be a special assessment lien placed against the
103 property ~~and. Said lien shall be equal in dignity to taxes; and~~

104 (5) That if the condition constituting a public nuisance as enumerated
105 in the notice recurs within the 12-month period commencing from
106 the delivery date of the notice, the city may immediately and
107 without further prior notice, abate the condition each time it recurs
108 within said 12-month period, at the expense of the owner,
109 including all costs of inspection, administration and all other
110 related costs.

111 * * *

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114 Section 5. Section 12-42 "Costs incurred by city; assessment of lien" is hereby
115 amended to read as follows:

116
117 **Sec. 12-42. – Costs incurred by city; assessment of lien.**

118 All costs incurred by the city based upon actions taken by the city to cure
119 violations of this article shall be a special assessment lien and shall be charged
120 and billed to the person in violation of this article. Unless payment is made
121 within thirty (30) days of such billing, the The special assessment lien shall be
122 equal to ad valorem taxes and superior to all other private rights, interests,
123 liens, encumbrances, titles and claims upon the property and equal in rank and
124 dignity with a lien for ad valorem taxes. The city commission may, by the
125 adoption of a resolution levying such charges, document such lien assess
126 against the property a lien in the amount of the charges outstanding, or such
127 greater or lesser amount as the city commission shall decide is just and fair.
128 The amount of the charges outstanding may also include any costs incurred
129 after the initial billing, any costs incurred that were inadvertently omitted from
130 the initial billing, and any costs to be incurred for the recording of the special
131 assessment in the public records. Assessment of liens levied in this manner
132 may ~~shall~~ be filed in the office of the city clerk and in the public records of the
133 county ~~as a lien against the property and shall be prior in dignity to all other~~
134 ~~liens against the property, save and except a lien for taxes.~~

135
136 Such assessments shall bear interest at the legal rate and such liens
137 may be foreclosed by the city ~~in the same manner in which mortgage liens are~~
138 ~~foreclosed.~~ Assessments levied pursuant to this section may be certified to the
139 tax collector for collection pursuant to the uniform method provided in F.S. §
140 197.3632 or in the same manner as assessments for chronic nuisance service
141 assessments.
142

143 Section 6. Severability. If any section, subsection, sentence, clause, phrase or
144 portion of this Ordinance is for any reason held invalid or unconstitutional by
145 any court of competent jurisdiction, such portion shall be deemed a separate,
146 distinct, and independent provision, and such holding shall not affect the validity
147 of the remaining portions thereof.

148
149 Section 7. Repeal of Laws in Conflict. All ordinances or parts of ordinances in
150 conflict herewith are hereby repealed to the extent of such conflict.

151
152 Section 8. Codification. The sections of the ordinance may be made a part of
153 the City Code of Laws and ordinances and may be re-numbered or re-lettered
154 to accomplish such, and the word "ordinance" may be changed to "section",
155 "division", or any other appropriate word.

156
157 Section 9. Effective Date. This ordinance shall take effect ten days after its
158 adoption.

159
160 The passage of this Ordinance on first reading was moved by
161 Commissioner _____, seconded by Commissioner _____,
162 and upon being put to a vote, the vote was as follows:

- 163
164 Mayor Pam Triolo
165 Vice Mayor Scott Maxwell
166 Commissioner Christopher McVoy
167 Commissioner Andy Amoroso
168 Commissioner Ryan Maier

169
170 The Mayor thereupon declared this Ordinance duly passed on first
171 reading on the 19th day of January, 2016.

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173 The passage of this Ordinance on second reading was moved by
174 Commissioner _____, seconded by Commissioner _____, and upon
175 being put to a vote, the vote was as follows:

- 176
177 Mayor Pam Triolo
178 Vice Mayor Scott Maxwell
179 Commissioner Christopher McVoy
180 Commissioner Andy Amoroso
181 Commissioner Ryan Maier

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The Mayor thereupon declared this Ordinance duly passed and enacted on the 2nd day of February, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-09 - First Reading – revise the special assessment procedure and the collection of such assessments incurred for the boarding and securing of structures and schedule the public hearing date for February 2, 2016

SUMMARY:

This Ordinance provides for the costs to be assessed at the time the services are provided and to allow for subsequent costs incurred by the City to be added to the special assessment. The Ordinance also provides for an annual notice so that residents are made aware of the penalties associated with this type of violation.

BACKGROUND AND JUSTIFICATION:

Pursuant to the provisions of sections 2-75.2 through 2-75.2.7 of the Code of Ordinances (the “Board and Secure Ordinance”), the owners of certain parcels of real property are notified that a structure on their property is a nuisance in that it is abandoned or unoccupied and it is missing a door or window or which otherwise allows access to the interior of the structure. Certain owners fail to correct the problem, and the City abates these nuisances by boarding and securing the structure. In accordance with section 2-75.2.7, the costs incurred by the City to abate said nuisances are assessed against each property as a special assessment lien. Under the current ordinance, the costs incurred become a special assessment lien at the time the Commission adopts and records a resolution that makes all outstanding costs, special assessments. The proposed Ordinance provides that the costs incurred by the City to comply these properties will automatically become a special assessment at the time the services are provided rather than at the time a resolution is adopted and recorded by the Commission. The City will continue to routinely document these special assessments through its existing resolution process whereby all outstanding special assessments are included in a resolution that is presented to the Commission for its review and approval, and then such resolution will be recorded in the public records. This change in the process is anticipated to more effectively address the situation where the nuisance on the property is abated by the City, but the property is sold before the special assessment resolution is adopted and recorded in the public records. The Ordinance also provides for the publication of an annual notice to ensure that residents are aware that this type of violation, if not corrected, may result in a special assessment against the property and a failure to pay such lien may result in a loss of title to their property.

MOTION:

I move to approve / not approve Ordinance No. 2016- 09 on first reading and schedule the public hearing date for February 2, 2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

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ORDINANCE NO. 2016-09 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE VII "ABATEMENT OF NUISANCES", SECTION 2-75.2 AND SECTION 2-75.2.5 TO PROVIDE THAT THE COSTS OF THE BOARDING AND SECURING OF A VACANT PROPERTY ARE SPECIAL ASSESSMENTS AND TO PROVIDE FOR THE ANNUAL NOTICE OF THE SAME; TO AMEND SUBSECTION 2-75.2.7 TO STREAMLINE THE PROCEDURE FOR THE COLLECTION OF COSTS INCURRED FOR THE BOARDING AND SECURING OF STRUCTURES; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

WHEREAS, the City adopted its "Board and Secure Ordinance" to address vacant structures that provide an invitation to criminals as a temporary abode or as a place to conduct illegal conduct, present a dangerous condition to children or that become a fire hazard or haven for insects, rodents and other pests; and

WHEREAS, the City Commission wishes to streamline the procedure to collect the costs incurred by the City for the boarding and securing of these nuisance structures and to provide for an annual notice to alert residents of the penalties for these types of violations; and

WHEREAS, the City Commission has reviewed the recommended amendments and has determined that it is in the best interest of the public health, safety and general welfare of the City, its residents and visitors to adopt these amendments.

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

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

Section 2. Section 2-75.2 "Board and secure ordinance; findings and purpose" is hereby amended to read as follows:

Sec. 2-75.2. – Board and secure ordinance; findings, and—purpose, authority and annual notice.

(a) Generally. This section shall be known as the "Board and Secure Ordinance." The city finds, determines, and declares that buildings and structures that remain vacant and unoccupied for any unreasonable period of time become an attractive nuisance or present a dangerous condition to

50 children, a harborage for insects, rodents, vermin, or other pests, and invitation
51 to criminals as a temporary abode and as a place to conduct illegal conduct,
52 frequently including illegal drug-related activity, and an increased fire hazard;
53 that unkept and unsecured grounds surrounding such buildings or structures
54 invite the dumping of garbage and trash thereon and the congregation of
55 unauthorized persons who use the property for illegal activity; that such
56 buildings contribute to the growth of blight within the city, depress market values
57 of surrounding properties, thereby reducing tax revenues, necessitate additional
58 governmental services, significantly interfere with the use and enjoyment of
59 neighboring properties, create an unhealthy and unsafe condition affecting the
60 public, and constitute an unreasonable use of property and a public nuisance.
61 The protection of the health, safety, and welfare of the citizens of the city
62 requires that establishment and enforcement of the means by which such
63 nuisances conditions may be prevented and abated.

64 (b) Authority. The city, acting through its city commission and/or its
65 designee(s), shall have authority pursuant to home rule and police powers
66 under Chapter 166, Florida Statutes and Article VIII, Section 2(b) of the Florida
67 Constitution to determine and declare the existence of a public nuisance and
68 shall have the authority to provide for the abatement of the same. Abatement of
69 such nuisances constitutes a municipal service, which specifically benefits the
70 property upon which the nuisance is abated, and all fair and reasonable costs
71 incurred by the city in abating such nuisances shall be levied as a special
72 assessment.

73 (c) Publication of annual notice. The city commission shall cause to be
74 published in a newspaper regularly published and in general circulation within
75 the city once a week for two (2) consecutive weeks each year hereafter a notice
76 reading substantially as follows:

77
78 "ATTENTION OWNERS, AGENTS, CUSTODIANS, LESSEES AND
79 OCCUPANTS OF REAL PROPERTY WITHIN THE CITY OF LAKE WORTH:
80 You are hereby notified that you are required by law to maintain vacant or
81 unoccupied structures so that no doors, windows or other openings are broken
82 or missing so as to allow access to the interior and to have a valid boarding
83 certificate when boarding the structure is necessary. Upon your failure to do so,
84 the City of Lake Worth will institute nuisance abatement proceedings against
85 your property and cause such nuisance to be abated. The cost of such
86 abatement will constitute a special assessment lien against the property on
87 which the nuisance is located. Such special assessment lien shall be coequal
88 with the lien of all state, county, district, and municipal taxes and superior in
89 dignity to mortgages and all other liens, irrespective of the date of the recording
90 of the special assessment lien, if recorded, or the date of the recording of any
91 mortgage or any other lien on real property. A failure to pay said lien, even such
92 lien upon homesteaded property, may result in a loss of title to your property."

93
94 A failure to publish this notice as provided for herein shall not invalidate any
95 nuisance abatement proceedings brought pursuant to this article.
96

97 Section 3. Section 2-75.2.5 "Procedure for enforcement against nuisance" is
98 hereby amended to read as follows:

99
100 **Sec. 2-75.2.5 – Procedure for enforcement against nuisance.**

101 * * *

- 102
103
104 (c) The notice shall notify the owner of the property of the following:
105 (1) That it has been determined that a public nuisance exists on the
106 land, and what condition constitutes that nuisance;
107 (2) That the owner of the property shall have ten (10) days from
108 delivery of the notice to remove the condition causing the
109 nuisance on the property or to deliver a written request for a
110 hearing to the city's code compliance manager;
111 (3) That if the condition is not corrected or removed within ten (10)
112 days and a hearing is not properly requested, the city will have the
113 right to have the condition corrected at the expense of the owner,
114 including all costs of inspection and administration; and
115 (4) If the city has the nuisance abated, ~~and payment is not received~~
116 ~~within thirty (30) days after the mailing of the a notice of special~~
117 ~~assessment for the cost of the work, together with all costs of~~
118 ~~inspection, administration and all other related costs, then the city~~
119 shall have a special assessment lien ~~placed~~ against the
120 property and. ~~Said lien shall be equal in dignity to taxes.~~

121 * * *

122
123
124 Section 4. Section 2-75.2.7 "Costs incurred by city; assessment of lien" is
125 hereby amended to read as follows:

126
127 **Sec. 2-75.2.7. – Costs incurred by city; assessment of lien.**

128
129 All costs incurred by the city based upon actions taken by the city to cure
130 violations of this article shall be a special assessment lien and shall be charged
131 and billed to the person in violation of this article. ~~Unless payment is made~~
132 ~~within thirty (30) days of such billing, the~~ The special assessment lien shall be
133 equal to ad valorem taxes and superior to all other private rights, interests,
134 liens, encumbrances, titles and claims upon the property and equal in rank and
135 dignity with a lien for ad valorem taxes. The city commission may, by the
136 adoption of a resolution levying such charges, document such lien ~~assess~~
137 against the property a lien in the amount of the charges outstanding, or such
138 greater or lesser amount as the city commission shall decide is just and fair.
139 The amount of the charges outstanding may also include any costs incurred
140 after the initial billing, any costs incurred that were inadvertently omitted from
141 the initial billing, and any costs to be incurred for the recording of the special
142 assessment in the public records. Assessment of liens levied in this manner
143 may ~~shall~~ be filed in the office of the city clerk and in the public records of the

144 ~~county as a lien against the property and shall be prior in dignity to all other~~
145 ~~liens against the property, save and except a lien for taxes.~~ Such assessments
146 shall bear interest at the legal rate and such liens may be foreclosed by the city
147 ~~in the same manner in which mortgage liens are foreclosed.~~ Assessments
148 levied pursuant to this section may be certified to the tax collector for collection
149 pursuant to the uniform method provided in F.S. § 197.3632 or in the same
150 manner as assessments for chronic nuisance service assessments.

151
152 Section 5. Severability. If any section, subsection, sentence, clause, phrase or
153 portion of this Ordinance is for any reason held invalid or unconstitutional by
154 any court of competent jurisdiction, such portion shall be deemed a separate,
155 distinct, and independent provision, and such holding shall not affect the validity
156 of the remaining portions thereof.

157
158 Section 6. Repeal of Laws in Conflict. All ordinances or parts of ordinances in
159 conflict herewith are hereby repealed to the extent of such conflict.

160
161 Section 7. Codification. The sections of the ordinance may be made a part of
162 the City Code of Laws and ordinances and may be re-numbered or re-lettered
163 to accomplish such, and the word "ordinance" may be changed to "section",
164 "division", or any other appropriate word.

165
166 Section 8. Effective Date. This ordinance shall take effect ten days after its
167 adoption.

168
169 The passage of this Ordinance on first reading was moved by
170 Commissioner _____, seconded by Commissioner _____,
171 and upon being put to a vote, the vote was as follows:

- 172
173 Mayor Pam Triolo
174 Vice Mayor Scott Maxwell
175 Commissioner Christopher McVoy
176 Commissioner Andy Amoroso
177 Commissioner Ryan Maier

178
179 The Mayor thereupon declared this Ordinance duly passed on first
180 reading on the 19th day of January, 2016.

181
182 The passage of this Ordinance on second reading was moved by
183 Commissioner _____, seconded by Commissioner _____, and upon being
184 put to a vote, the vote was as follows:

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186 Mayor Pam Triolo
187 Vice Mayor Scott Maxwell
188 Commissioner Christopher McVoy
189 Commissioner Andy Amoroso
190 Commissioner Ryan Maier

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The Mayor thereupon declared this Ordinance duly passed and enacted on the 2nd day of February, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-10 - First Reading – revise the special assessment procedure and the collection of such assessments incurred for the demolition of unsafe structures and schedule the public hearing date for February 2, 2016

SUMMARY:

This Ordinance provides for the costs assessed at the time the services are provided and to allow for subsequent costs incurred by the City to be added to the special assessment. The Ordinance also provides for an annual notice so that residents are made aware of the penalties associated with this type of violation.

BACKGROUND AND JUSTIFICATION:

Pursuant to the provisions of section 9-2.2 of the Code of Ordinances (the “Unsafe Building Abatement Code”), the owners of certain parcels of real property are notified that a structure on their property is unsafe. Certain owners fail to correct the problem, and the City abates these nuisances by demolishing the nuisance structure. In accordance with section 9-2.2(p), the costs incurred by the City to abate said nuisances are assessed against each property as a special assessment lien. Under the current ordinance, the costs incurred become a special assessment lien at the time the Commission adopts and records a resolution that makes all outstanding costs, special assessments. The proposed Ordinance provides that the costs incurred by the City to demolish these structures will automatically become a special assessment at the time the services are provided rather than at the time a resolution is adopted and recorded by the Commission. The City will continue to routinely document these special assessments through its existing resolution process whereby all outstanding special assessments are included in a resolution that is presented to the Commission for its review and approval, and then such resolution will be recorded in the public records. This change in the process is anticipated to more effectively address the situation where the nuisance on the property is abated by the City, but the property is sold before the special assessment resolution is adopted and recorded in the public records. The Ordinance also provides for the publication of an annual notice to ensure that residents are aware that this type of violation, if not corrected, may result in a special assessment against the property and a failure to pay such lien may result in a loss of title to their property.

MOTION:

I move to approve / not approve Ordinance No. 2016-10 on first reading and to schedule the public hearing date for February 2, 2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

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3 ORDINANCE NO. 2016-10 OF THE CITY OF LAKE WORTH, FLORIDA,
4 AMENDING CHAPTER 9 "BUILDINGS AND STRUCTURAL REGULATIONS",
5 ARTICLE I "IN GENERAL", SECTION 9-2.2 TO PROVIDE THAT THE COSTS
6 OF THE DEMOLITION OF AN UNSAFE BUILDING ARE A SPECIAL
7 ASSESSMENT AND TO PROVIDE FOR THE ANNUAL NOTICE OF THE
8 SAME; TO AMEND SUBSECTION 9-2.2(P) TO STREAMLINE THE
9 PROCEDURE FOR THE COLLECTION OF COSTS INCURRED FOR THE
10 DEMOLITION OF UNSAFE BUILDINGS; PROVIDING FOR SEVERABILITY,
11 REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE
12 AND FOR OTHER PURPOSES.

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

17
18 WHEREAS, the City adopted its "Unsafe Building Abatement Code" to
19 address unsafe structures and to require owners to repair or demolish such
20 dangerous structures; and

21
22 WHEREAS, the City Commission wishes to streamline the procedure to
23 collect the costs incurred by the City for the demolition of these unsafe
24 structures and to provide for an annual notice to alert residents of the penalties
25 for these types of violations; and

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

31
32 NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION
33 OF 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. Section 9-2.2 "Abatement of unsafe buildings" is hereby amended to
39 read as follows:

40
41 **Sec. 9-2.2 – Abatement of unsafe buildings.**

42 (a) *Purpose and scope.* This section is hereby declared to be remedial in
43 nature. The purpose of this section is to secure the public health, safety
44 and welfare by ensuring that all buildings and structures within the city
45 are structurally sound and that such premises provide adequate egress,
46 sanitation, light and ventilation for the protection of life and property and
47 are free from fire and other hazards incidental to their construction,
48 alteration, use and occupancy. ~~(b) Scope.~~ The provisions of this section

49 shall apply to all unsafe buildings and structures, as herein defined, and
50 shall apply equally to new and existing conditions.

51 (b) Authority; publication of annual notice. The city, acting through its city
52 commission and/or its designee(s), shall have authority pursuant to
53 home rule and police powers under Chapter 166, Florida Statutes and
54 Article VIII, Section 2(b) of the Florida Constitution to determine and
55 declare the existence of a public nuisance and shall have the authority to
56 provide for the abatement of the same. Abatement of such nuisances
57 constitutes a municipal service, which specifically benefits the property
58 upon which the nuisance is abated, and all fair and reasonable costs
59 incurred by the city in abating such nuisances shall be levied as a special
60 assessment. To this end, the city commission shall cause to be
61 published in a newspaper regularly published and in general circulation
62 within the city once a week for two (2) consecutive weeks each year
63 hereafter a notice reading substantially as follows:

64
65 "ATTENTION OWNERS, AGENTS, CUSTODIANS, LESSEES AND
66 OCCUPANTS OF REAL PROPERTY WITHIN THE CITY OF LAKE WORTH:
67 You are hereby notified that you are required by law to maintain all buildings
68 and structures in a structurally sound condition and to otherwise ensure that
69 they are not unsafe. Upon your failure to do so, the City of Lake Worth will
70 institute nuisance abatement proceedings against your property and cause
71 such nuisance to be abated. The cost of such abatement will constitute a
72 special assessment lien against the property on which the nuisance is located.
73 Such special assessment lien shall be coequal with the lien of all state, county,
74 district, and municipal taxes and superior in dignity to mortgages and all other
75 liens, irrespective of the date of the recording of the special assessment lien, if
76 recorded, or the date of the recording of any mortgage or any other lien on real
77 property. A failure to pay said lien, even such lien upon homesteaded property,
78 may result in a loss of title to your property."

79
80 A failure to publish this notice as provided for herein shall not invalidate any
81 nuisance abatement proceedings brought pursuant to this article.

82 * * *

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85 (h) *Written notice of violation.* Whenever the building official has
86 determined that such building is unsafe, the building official shall
87 prepare a written notice of violation to the owner of record and all
88 interested parties as follows:

89 (1) The notice of violation shall contain, but not be limited to,
90 the following or substantially similar information:

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94 e. State that the building official may cause the work to
95 be done and if the city causes the work to be done,

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the costs of the work, together with all costs of inspection, administration and all other related costs shall be a special assessment lien against the property and said lien shall be equal in dignity to taxes. ~~after such repair, reconstruction, alteration, removal or demolition by or on behalf of the building official, the city may record a special assessment lien against the owner in accordance with this section to recover the costs incurred by the city in performing the work.~~

* * *

(p) *Recovery of costs.*

- (1) Whenever a building or structure is boarded and secured, repaired or demolished in accordance with the provisions of this code and the cost of such boarding and securing, repair or demolition is borne by the city, all costs incurred by the city, including but not limited to, the cost incurred in the compliance of the unsafe building, searching of the public records or title work to determine the record owners and interested parties in serving the notice as specified above, costs of publication and the costs of service and postage, and any other cost or fee attributable to the unsafe building (collectively, "Abatement Costs"), shall be assessed to the owner of the affected land or premises and shall become a special assessment lien against such land or premises as provided in this section.
- (2) The building official shall certify the costs borne by the city, as described above, and shall serve such invoice upon the property owner by regular mail. This invoice is a demand for payment from the property owner.

(q) *Lien created.*

- (1) ~~If the owner fails to make payment within thirty (30) days from the date of the demand for payment, the amount of the certified costs shall be reported to the city commission in the form of a resolution assessing the costs against the real property upon which such costs were incurred, as~~ The Abatement Costs shall be a special assessment lien equal in rank and dignity with taxes and other non-ad valorem assessments and superior in dignity to all other liens, mortgages, judgments, encumbrances, titles, and claims, until paid. The city commission may, by the adoption of a resolution levying such charges, document such lien in the amount of the charges outstanding, or such greater or lesser amount as the city commission shall decide is just and fair. The amount of the charges outstanding may also

- 143 include any costs incurred after the initial billing, any costs
144 incurred that were inadvertently omitted from the initial
145 billing, and any costs to be incurred for the recording of the
146 special assessment in the public records. Such
147 assessment shallmay be recorded in the public records.
- 148 (2) Said assessment shall bear interest at the current legal rate
149 of interest per annum as provided by law and shall
150 constitute a lien upon the land from the date of the
151 assessment and shall be collectible in the same manner as
152 liens for taxes and special assessments and with the same
153 attorney's fee, penalties for default in payment, and under
154 the same provisions as to sale and forfeiture.
- 155 (3) Collection of such assessments, with such interest and with
156 a reasonable attorney's fee, may also be made by the city
157 commission by proceedings in a court of competent
158 jurisdiction to foreclose the lien of the assessment ~~in the~~
159 ~~manner in which a lien for mortgages is foreclosed~~ under
160 the laws of the state and it shall be lawful to join in any
161 complaint for foreclosure any one or more lots or parcels of
162 land, by whomever owned, if assessed under the
163 provisions of this section.
- 164 (4) Property subject to lien may be redeemed at any time prior
165 to sale by its owner by paying the total amount due under
166 the corresponding assessment lien including interest, court
167 costs, advertising costs and reasonable attorney's fees.
- 168 (5) The city may choose to use the uniform method to collect
169 such non-ad valorem assessments as authorized under
170 F.S. § 197.3632, as amended from time to time, or in the
171 same manner as assessments for chronic nuisance service
172 assessments.

173
174 Section 3. Severability. If any section, subsection, sentence, clause, phrase or
175 portion of this Ordinance is for any reason held invalid or unconstitutional by
176 any court of competent jurisdiction, such portion shall be deemed a separate,
177 distinct, and independent provision, and such holding shall not affect the validity
178 of the remaining portions thereof.

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

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

187 Section 6. Effective Date. This ordinance shall take effect ten days after its
188 adoption.

189

190 The passage of this Ordinance on first reading was moved by
191 Commissioner _____, seconded by Commissioner _____, and
192 upon being put to a vote, the vote was as follows:

- 193
- 194 Mayor Pam Triolo
- 195 Vice Mayor Scott Maxwell
- 196 Commissioner Christopher McVoy
- 197 Commissioner Andy Amoroso
- 198 Commissioner Ryan Maier
- 199

200 The Mayor thereupon declared this Ordinance duly passed on first
201 reading on the 19th day of January, 2016.

202

203 The passage of this Ordinance on second reading was moved by
204 Commissioner _____, seconded by Commissioner _____, and upon
205 being put to a vote, the vote was as follows:

- 206
- 207 Mayor Pam Triolo
- 208 Vice Mayor Scott Maxwell
- 209 Commissioner Christopher McVoy
- 210 Commissioner Andy Amoroso
- 211 Commissioner Ryan Maier
- 212

213 The Mayor thereupon declared this Ordinance duly passed and enacted
214 on the 2nd day of February, 2016.

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LAKE WORTH CITY COMMISSION

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221 By: _____
222 Pam Triolo, Mayor

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224 ATTEST:

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226 _____
227 Pamela J. Lopez, City Clerk

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AGENDA DATE: January 19, 2016, Regular Meeting

DEPARTMENT: City Attorney

EXECUTIVE BRIEF

TITLE:

Resolution No. 06-2016 - establish opening/closing hours for “public property” owned by the City

SUMMARY:

The Resolution provides that City-owned public property shall be closed between the hours of sunset to sunrise with certain exceptions.

BACKGROUND AND JUSTIFICATION:

The Commission, at its January 5, 2016 meeting, approved Ordinance No. 2016-06 on first reading, which provides for certain rules and regulations regarding City-owned “public property”. Ordinance No. 2016-06 authorizes the Commission to establish the opening and closing times of “public property” by City resolution. Ordinance No. 2016-06 is scheduled for second reading on January 19, 2016.

The Resolution provides that City-owned “public property” shall be closed between sunset and sunrise unless there is a City sponsored or approved special event; City approved meetings; or, other City approved activities. Upon the conclusion of the event, meeting or other activity, the sunset to sunrise closing times shall apply.

Staff is also working on revisions to the 2008 resolution that governs City recreational facilities including the hours of operation for City parks. It is anticipated that when the revisions to the 2008 resolution are completed by staff, staff will present the Commission with a combined resolution for both parks and public property hours of operations.

MOTION:

I move to approve/not approve Resolution No. 06-2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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RESOLUTION NO. 06-2016 OF THE CITY OF LAKE WORTH, FLORIDA, RELATING TO THE USE OF CITY-OWNED PUBLIC PROPERTY AND ESTABLISHING HOURS OF OPERATION; PROVIDING THAT CONFLICTING RESOLUTIONS ARE REPEALED; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida, owns a number of public property facilities which are open to the general public; and

WHEREAS, City Commission desires to set forth closing hours for its public property facilities; and,

WHEREAS, the City Commission finds establishing such closing hours is in the best interests of the public; serves a valid public purpose; and, supports the general safety and welfare of the public.

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

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

Section 2. The “public property” and “public property grounds”, as defined in City Ordinance No. 2016-06 (anticipated to be codified at Section 7-1 of the Code of Ordinances), shall be closed between sunset and sunrise every day. However, if there is a City sponsored or City approved special event; City approved meeting; or, other City approved activity at public property or public property grounds, the closing time for that public property or public property grounds shall not apply during the duration of the City event, meeting or activity.

Section 3. If any section, paragraph, sentence, clause, phrase or word of this Resolution is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of the Resolution.

Section 4. All resolutions, or parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall take effect ten (10) days after adoption.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted on the 19th day of January, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, Clerk

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**DRAFT
AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 02, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:** Provided by Commissioner Christopher McVoy
- 3. PLEDGE OF ALLEGIANCE:** Led by Commissioner Ryan Maier
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. PRESENTATIONS:** (there is no public comment on Presentation items)
- 6. COMMISSION LIAISON REPORTS AND COMMENTS:**
- 7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
- 8. APPROVAL OF MINUTES:**
- 9. CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Abandon easement at Gulfstream property
 - B. Approval of crossing license agreement with the Florida East Coast Railroad (FEC) regarding All Aboard Florida (AAF) subject matter
 - C. Approval of Fleet Maintenance Division contracts for the Supply and Delivery of Parts and Accessories
 - D. Approval of Fleet Maintenance Division contracts for external Fleet Service work
- 10. PUBLIC HEARINGS:**
- 11. UNFINISHED BUSINESS:**

12. NEW BUSINESS:

13. LAKE WORTH ELECTRIC UTILITY:

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

1) Update on the electric utility system

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

C. PUBLIC HEARING:

D. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. February 16, 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.