



**AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MARCH 01, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:** Moment of Silence by Commissioner Ryan Maier
- 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. Proclamation declaring March 2016 as Florida Bicycle Month
 - B. Proclamation declaring March 2016 as Ethics Awareness Month
 - C. Planning and Zoning Board update
 - D. Royal Poinciana Neighborhood Association update
- 6. COMMISSION LIAISON REPORTS AND COMMENTS:**
- 7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
- 8. APPROVAL OF MINUTES:**
 - A. City Commission Meeting - February 16, 2016
- 9. CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Agreement with Midrange Support and Services to purchase an IBM Power 8 System to replace the City's IBM System i 520

- B. Agreement with Everglades Contracting, LLC for construction of the 11th Avenue South and South F Street Watermain project
- C. Purchase and Sale Agreement with Granite and Marble World Inc. for additional right-of-way needed for Boutwell Road Phase 1 improvements
- D. Ratify members to various City advisory boards

10. PUBLIC HEARINGS:

11. UNFINISHED BUSINESS:

- A. Declare REG Architects, Inc., The Morganti Group, Inc., and The Insurance Company of the State of Pennsylvania in default

12. NEW BUSINESS:

- A. Ordinance No. 2016-11 - First Reading - Small Scale Future Land Use Map Amendment and schedule the public hearing date for April 5, 2016
- B. Ordinance No. 2016-12 - First Reading - rezone property located at the northeast corner of Lucerne Avenue and North F Street and schedule the public hearing date for April 5, 2016
- C. Resolution No. 12-2016 - authorizing the levy of municipal special assessment liens totaling \$60,315.09 for unpaid lot clearing charges
- D. Resolution No. 13-2016 - authorizing the levy of municipal special assessment liens totaling \$78,107.62 for unpaid demolition charges
- E. Resolution No. 14-2016 - authorizing the levy of municipal special assessment liens totaling \$52,326.45 for unpaid boarding and securing charges

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. March 22, 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.

PROCLAMATION

WHEREAS, The City of Lake Worth residents and visitors engage in bicycling as a viable and environmentally sound form of transportation and an excellent form of physical activity and recreation; and

WHEREAS, The State of Florida officially recognizes March as Bicycle Month and Palm Beach County will recognize it locally; and

WHEREAS, Florida Bicycle Month features a number of fitness opportunities and events for riders of all ages to enjoy throughout the month at various parks and locations through Palm Beach County; and

WHEREAS, The recognition of Florida Bicycle Month will raise awareness of bicycling and ultimately promote physical activity and healthy lifestyles by elevating bicycling as a more widely accepted choice of transportation; and

WHEREAS, The Palm Beach Metropolitan Planning Organization plans and recommends projects to make bicycling more accessible and promotes comprehensive community education efforts aimed at improving bicycle safety through the BikePalmBeach.org website; and

WHEREAS, Through these efforts Palm Beach County now has 160 miles of designated bicycle lanes, 90 miles of paved shared-use pathways, more than 600 additional miles planned, and moving forward will emphasize increasingly innovative solutions to make the bicycling experience more inviting, comfortable, and safe for all ages and abilities.

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

MARCH 2016
as
FLORIDA BICYCLE MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 1st day of March, 2016.

Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

PROCLAMATION

WHEREAS, March has been declared National Ethics Awareness Month at the national, county, and municipal levels; and

WHEREAS, ethics is a set of values that consistently guides our behavior and, as applied to government, it is essential to the proper conduct and operation of the government that public officials be independent and impartial so that their actions can easily be seen to encompass ethical behaviors consistent with established standards of conduct as they provide important governmental services; and

WHEREAS, Palm Beach County was identified as a leader in ethics reform and received a national award for its focus on the importance of ethics and has implemented the Palm Beach County Code of Ethics through the continued partnership and support of all thirty-eight municipalities which have adopted it countywide through referendum; and

WHEREAS, on December 7, 2010, the City of Lake Worth adopted the Palm Beach County Code of Ethics and Commission on Ethics ordinances by reference; and

WHEREAS, the City of Lake Worth challenges and invites all members and community leaders to join in learning more about the ethics movement in Palm Beach County and to strive for ethical actions in all aspects of their daily life.

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

MARCH 2016
as
ETHICS AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 1st day of March, 2016.

Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



AGENDA DATE: March 1, 2016, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Planning and Zoning Board update

SUMMARY:

Greg Rice, Chair, will update the Commission on activities that have taken place over the past several months.

BACKGROUND AND JUSTIFICATION:

The Board members review and approve site plans for three-units or more of residential development and all commercial development. The members also review community appearance and have the ability to grant variances from the Lake Worth Zoning Code. The members also serve as the Board of Sign Appeals and Nuisance Abatement Board. The members serve three-year terms. Last update from the Planning and Zoning board was on February 3, 2015.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

City of Lake Worth P&Z Board Update

Greg Rice, P&Z Board Chair
Chair Update to
City Commission
March 1 2016

Planning & Zoning Board Powers and Duties

- ▶ **Advisory: Recommend to the Commission**
 - ▶ Comprehensive Plan Amendments
 - ▶ Zoning Regulation Changes
 - ▶ Annexations

- ▶ **Decision Making: Approve, Quasi-Judicial Hearing Process**
 - ▶ Major Site Plan Reviews for Commercial Development
 - ▶ Conditional Land Use
 - ▶ Variances

- ▶ **Consider Appeals**

Meeting Summary

- ▶ January 2015– Jan 2016
- ▶ Regular Meetings: 10
- ▶ Joint Workshops / Special Meetings: 2

P&Z Board Review Summary

- ▶ Advisory Decisions: Jan 2015– Jan 2016
- ▶ Comprehensive Plan Amendments:
 - a. Southport Annexation, Future Land Use Map Amendment and Rezoning
 - b. West Village Future Land Use Map Amendment and Rezoning
 - c. City's 10-Year Water Supply Plan
- ▶ LDR Text Amendment: 1
- ▶ Residential Planned Development (RPD): 1

Land Development Regulations

- ▶ Purpose of Changes to LDRs/Text Amendment:
 - Clear, Concise and Consistent Language
 - Necessary to support and encourage appropriate development within the City of Lake Worth
- ▶ Periodical Updates to LDR's when necessary

P&Z Board Review Summary (cont.)

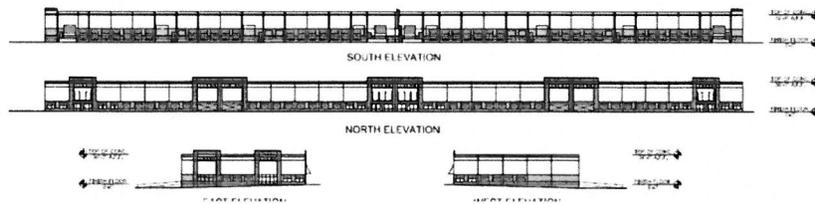
- ▶ Approvals/ Quasi-Judicial Proceedings for Commercial Development Projects:
 - ▶ Major Site Plan Reviews: 1
 - ▶ Conditional Land Uses: 8
 - ▶ Variance Reviews: 7
 - ▶ RPDs: 1 (Village of Lake Osborne II)

Approval Summary

- ▶ **COMMERCIAL DEVELOPMENT**
- ▶ **Major Site Plan Approvals**

Boutwell Business Center: 2 Industrial Buildings

NW corner of 7th Ave North & Boutwell Rd
+/- 252,000 square feet PZB Approval: Nov 2015
Under Construction



La Joya - 6th Ave South
55-Unit Affordable Housing Apts.
PZB Recommendation/Commission Approval: April 2013
Mural Approval: August 2015



Tuppens
1002 North Dixie Hwy
Mural Approval May 2015



Hardrives Site: NW Corner Boutwell Rd. & 4th Ave N.
+/- 25,000 sq. ft. Warehouse Bldg. & 3,000 sq. ft. Admin Bldg.
Estimated Project Value: \$2.6 million Under Construction



Village of Valor — 2nd Ave North
104 Dwelling Units plus Accessory Office Use; +/- 150,000 sq. ft.
Project Value: \$16 million PZB Approval: Nov 2014
Currently under review Major Site Plan Amendment



Woodspring Suites fka Value Place Hotel:
 SE corner of 10th Ave North & Boutwell Rd
 46,492 Sq. Ft. Hotel w/124 guest rooms
 Permit Value: \$5,700,00 PZB Approval Date: May 2014
 Construction Completed

① Hampshire Colonial Siding (CM #10) - Dark Sawn	④ Hampshire Smooth Trim (CM #10) - Woodland	⑦ Modern Metal Doors and Frames (CM #10) - No. 404
② Hampshire Colonial Siding (CM #10) - Maple	⑤ Select City Brick - Tumbled Face 4x8 Unbrk (Hard Brick)	⑧ Custom and Contemporary (CM #10) - Woodland
③ Hampshire Colonial Siding (CM #10) - Colonial Gray	⑥ Select City Brick - Clear Buff Unbrk (Hard Brick)	
⑨ Hampshire Shingles (TAMP) - Heritage - Weathered Wood	⑩ Aluminum Shooklens Door and Siding	

VALUE PLACE HOTEL
 10TH AVENUE NORTH LAKE WORTH, FL DATE: May 13, 2014
 TYPICAL ELEVATIONS

Lucenté 23 Townhome Units 114 N J St
 Unit Size: 3 Bedroom/1500 -2200 sq. ft.
Target Market: Mid \$200,000
 PZB Approval Date: Dec 2014
 Under Construction

Lucenté

Village at Lake Osborne II, RPD 2430 Lake Worth Road
118-Unit Market Rate Apts
Estimated Project Value: \$13 million (Sister Project to Village at Lake Worth)
Approval Jan 2015 Currently Under Construction



Waterville: 75 Townhome Units; 10th Ave N. & Boutwell Rd
Unit Size: 3 Bedroom/1700-1800 sq. ft.
Target Market: Mid \$200,000
PZB Approval: Jan 2015



Waterville Townhouse Community
Lake Worth, Florida

Miscellaneous Items: January 2015 Meeting

- ▶ Annual Ethics Review Training

- ▶ Decision Making Training:
 - ▶ *LDRs & Establishing a Basis for Decisions*



AGENDA DATE: March 1, 2016, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Royal Poinciana Neighborhood Association update

SUMMARY:

Ms. Sarah Parr, Royal Poinciana President, will advise the Commission on activities in the neighborhoods.

BACKGROUND AND JUSTIFICATION:

At the City Commission meeting on July 20, 2010, the City Commission requested that all neighborhood associations provide an update. The last update from the Royal Poinciana Neighborhood Association was on September 15, 2015.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

**MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
FEBRUARY 16, 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, Assistant City Attorney Christy Goddeau, and City Clerk Pamela Lopez.

2. INVOCATION OR MOMENT OF SILENCE:

A moment of silence was offered by Commissioner Andy Amoroso.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Christopher McVoy.

4. AGENDA - Additions/Deletions/Reordering:

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

- Add to Presentation, before Item A – Comments from County Commissioner Shelley Vana;
- Add to Consent Agenda, Item C – Resolution No. 11-2016 – support legislation to allow for local regulation of disposable plastic bags; and
- Approve the agenda as amended.

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

Comments/requests summaries:

1. Commissioner Amoroso announced that Compass requested the elected officials sign an endorsement letter to include in their Gay Pride Parade literature.

Consensus: To sign the endorsement letter.

2. Commissioner McVoy asked someone to follow up on a request for an endorsement letter for the Street Painting Festival.

5. PRESENTATIONS:

A. Rotary of Lake Worth to present a plaque to the City for its participation in the Peace Pole project

Retha Lowe presented the City with a plaque in recognition of the tireless commitment to unite, improve and grow through the City's Peace Pole Installation on September 20, 2015.

B. (Added) Comments from County Commissioner Shelley Vana

County Commissioner Vana said she was happy that the City would be receiving a \$1,389,100 award from the Federal Economic Development Administration (EDA). She commented that the direction Lake Worth was moving was amazing. She said there was a special place in her heart for Lake Worth and was proud to be associated with the good work Lake Worth was doing.

C. Firefighter Pension Trust fund update

Mark Lamb, Chairperson, provided the Commission with an update on the Board's 2015 financial activities.

D. Firefighters Pension Board, Division II update

Scott Conley, Chairperson, provided the Commission with an update on the Board's 2015 financial activities.

E. Neighborhood Association President's Council update

Anthony Marotta, Treasurer, commented that he was not present to provide the Neighborhood Association President's Council (NAPC) update, but asked that it be rescheduled. He announced the NAPC was hosting the Great Taste of Lake Worth on February 17, 2016.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner Maier: thanked everyone, including the City Tree Board members, for participating in the Festival of Trees event held last weekend. He commented that he would be attending the Treasure Coast Regional Planning Council meeting on February 19, 2016, and looked forward to providing an update to the Commission at a future meeting.

Commissioner Amoroso: announced that businesses along the Dixie Highway corridor would be participating, for the first time, in the Great Taste of Lake Worth event. He commented that this event was a fund

raiser for the Neighborhood Association President's Council. He announced the Street Painting Festival was on February 20-21, 2016, and volunteers were still needed. He announced the Easter Egg Hunt event was scheduled on March 26, 2016.

Commissioner McVoy: announced his attendance at the Festival of Trees event and said there was a large turnout; representatives from The Marshall Foundation also attended, and they transferred an award to the Tree Board; said a bicycle valet was provided; and that people were asking about the City Tree Board's Tree Give-Away event. He commented that an item was removed from the February 8, 2016, Commission work session regarding changing the City's electric voltage. He said he did some research on the subject and wanted to make sure that when the issue was discussed he would be well informed about other practices.

Vice Mayor Maxwell: invited everyone to attend the Street Painting Festival; over 100,000 people were expected to attend; those attending could see what Lake Worth had to offer and see all of the cottages; and announced roadwork on 6th Avenue South would be done in the spring.

Mayor Triolo: announced that potholes on 2nd Avenue South would be filled in on February 17, 2016. She said she attended the Tree Festival and Finlandia Day events. She commented that the City was trying to return the Finlandia Day event to Bryant Park and asked for them to return sooner rather than later. She announced the President of Finland would be attending next year's Finlandia Day event. She asked for the event to be held at Bryant Park and for the community to be involved with the planning. She announced, during a press conference at 5 PM today on the City Hall steps, that the City received an Economic Development Administration (EDA) award of over \$1.3 million for the Park of Commerce. The award funds were to be used towards job creation and economic development and could not be used for road projects. She announced that no taxpayer dollars would be used for the Park of Commerce. She explained that taxes from businesses in the Park of Commerce helped subsidize the City because they did not use many City services. She announced her attendance at the next Metropolitan Planning Organization's meeting on February 18, 2016.

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

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Barbara Aubel, Maryann Polizzi, Greg Rice, Jo-Ann Golden, and Peggy Fisher.

The following individual spoke on issues written on his comment card:

Michael Chase Fox announced that the Lake Worth Citizens Advisory Group held their first in a series of meetings to discuss the homeless issue on February 11, 2016. He said the Group came up with small solutions. He announced that June Evans had returned from England.

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 – February 2, 2016

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

9. CONSENT AGENDA:

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

A. First Amendment to an Agreement with U.S. Peroxide, LLC for odor control chemicals

B. Management Contract with Mildly Delirious Design, Inc. dba Lake Worth Farmers Market

C. (Added) Resolution No. 11-2016 – support legislation to allow for local regulation of disposable plastic bags

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

RESOLUTION NO. 11-2016 OF THE CITY OF LAKE WORTH, FLORIDA, SUPPORTING THE STATE LEGISLATURE'S EFFORTS TO AMEND SECTION 403.7033, FLORIDA STATUTES, TO PROVIDE FOR LOCAL REGULATION OF PLASTIC BAGS OR, ALTERNATIVELY, FOR THE REPEAL OF SAID STATUTORY SECTION SO THAT LOCAL GOVERNMENTS ARE NO LONGER PREEMPTED FROM ENACTING LEGISLATION REGULATING PLASTIC BAGS; AND PROVIDING AN EFFECTIVE DATE.

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

10. PUBLIC HEARINGS:

A. Resolution No. 09-2016 – declare one property as surplus and directing the method of disposition

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

RESOLUTION NO. 09-2016 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING CITY OWNED PROPERTY AT 128 S. E STREET AS SURPLUS; FINDING SAID PROPERTY APPROPRIATE FOR AFFORDABLE HOUSING; DIRECTING THE METHOD OF SALE; AND, PROVIDING AN EFFECTIVE DATE.

Jerry Kelly, Grants Analyst, explained that on August 18, 2015, the County conveyed an unimproved parcel located at 128 South E Street to the City with the understanding that the City would transfer ownership to the Lake Worth Community Redevelopment Agency (CRA) for the development of affordable housing. This Resolution would declare the property as surplus and suitable for affordable housing and convey it to the CRA.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve Resolution No. 09-2016.

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

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

B. Resolution No. 10-2016 – abandon a 40 ft. strip of land on 4th Avenue South

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

RESOLUTION NO. 10-2016 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING THE ABANDONMENT OF THE 40 FOOT WIDE STRIP OF 4TH AVENUE SOUTH RIGHT-OF-WAY RUNNING EAST TO WEST FROM THE WESTERN EDGE OF S. EAST COAST STREET RIGHT-OF-WAY TO THE EASTERN EDGE OF THE FLORIDA EAST COAST RAILWAY COMPANY RIGHT-OF-WAY (A DISTANCE OF APPROXIMATELY 112 FEET); AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Resolution No. 10-2016.

Dolores Key, Economic Development Manager, explained that the Resolution provided for the abandonment of a portion of 4th Avenue South right-of-way (ROW) between the Florida East Coast Railway (FEC) and South East Coast Street. She said a portion of the ROW for 4th Avenue South was dedicated; however, it was not clear whether the ROW extended from the western edge of South East Coast Street to the eastern edge of the FEC's ROW, a distance of approximately 112 feet. Over time, the City entered into agreements with FEC and Wm. Thies for use of the area, and in 2002, a revocable permit was issued to Wm. Thies for use of the area. After reviewing the recorded documents, the City Attorney found that the original dedication was unclear. If the Resolution was approved, the revocable permit issued in 2002 would be terminated. She said that this was a clean up item.

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

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

11. UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

A. Declare REG Architects, Inc., The Morganti Group, Inc., and The Insurance Company of the State of Pennsylvania in default

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to declare REG Architects, Inc., The Morganti Group, Inc., and The Insurance Company of the State of Pennsylvania in default.

Michael Olenick, The Morganti Group (TMG), said that as of 4 PM today he did not know that this item was on the agenda. To his knowledge, TMG had never been in this situation and understood the seriousness of this issue. He explained that TMG built the Casino Building based on REG Architects' (REG) specifications. He said correspondence to find a solution was still going on. He requested the Commission not make a decision to default on their bonding company for a couple of weeks and pledged to push REG. He asked the Commission for forgiveness and time.

Assistant City Attorney Goddeau explained that this item would declare the design and construction firms and the construction firm's surety in default of their respective contracts with the City regarding the Casino

Building. Attorney Michael Kennedy had been working on behalf of the City to find a solution, but the parties would not respond to the City.

Attorney Michael Kennedy explained that there was a Tolling Agreement that expired and he had been asking REG for critical information, but they were not responsive. During the construction, the City notified REG and TMG about various issues occurring at the Casino Building including, but not limited to, water intrusion through and/or around the doors on the second story and water pooling on the second story deck. He had been trying to work with REG, but there was a Statute of Limitation, which was why a Tolling Agreement was approved. The City and two hired consultants pushed back on the latest proposed solutions, and the City received little response from REG representatives. If REG, TMG, and The Insurance Company of the State of Pennsylvania were declared in default, the City's outside counsel and City Attorney would notify them and immediately proceed with filing a lawsuit.

Assistant City Attorney Goddeau advised that, until the City declared them in default, a closed door attorney-client session could not be scheduled. If the time was extended then the Tolling Agreement also needed to be extended because of the Statute of Limitation.

Attorney Kennedy announced that there was a provision in the contracts to extend for six months, which was too long. He said he had been asking for critical information.

Comments/requests summaries:

1. Commissioner McVoy asked if TMG knew about this situation.

Attorney Kennedy replied that he dealt with the REG's attorney because he was the point person and knew they were moving into default.

2. Commissioner McVoy commented that there were issues at the Casino Building and a resolution was needed. Three entities would be declared in default while at least one of them did not know about it.

Assistant City Attorney Goddeau replied that notice would come after the Commission voted to default. The City was not required to notify them that this item was on the agenda. This issue was the only way to get their attention.

3. Commissioner McVoy suggested communicating with all three entities and suggested giving them a three week extension. He said

he supported the concept, but there was a need for all parties to sort the issue out.

4. Vice Mayor Maxwell commented that there was no legal requirement to notify the parties that this item was on the agenda and that a notice would be sent to them after the City declared them in default.

Assistant City Attorney Goddeau responded that REG and TMG knew about the issues.

5. Vice Mayor Maxwell commented that he found it hard to swallow that TMG did not know about the communications between Attorney Kennedy and REG and the issues. Representatives from REG were not present and said he would not withdraw his motion.
6. Commissioner Maier commented that the Casino Building issues had gone on too long and the parties would have known what was going on. This was a public forum and anyone could listen to the meeting from their home. There were two attorneys present representing the City. He said action needed to be taken without taking on any more damage to itself while giving TMG time to have legal representation.
7. Commissioner Amoroso commented that the City retained Attorney Kennedy two years ago, which was a financial burden to the taxpayers. He said this burden concerned him. If one party knew, then all of the parties knew. This issue had been going on for two years, and said he stood by his second to the motion.

Mr. Olenick advised that there was mediation last year and correspondence and efforts made from REG. TMG built the construction based on specifications and it was TMG's bonding company that would also be declared in default. He asked not to hold TMG in default today.

Comments/requests summaries:

8. Commissioner Amoroso asked who Attorney Kennedy had been dealing with for TMG and why TMG's bonding was in question.

Attorney Kennedy replied that he had been waiting for specific drainage answers for the upper level deck. REG had an Errors and Omission policy, but not a bond. He advised that REG was hired by the City.

9. Commissioner Maier asked if TMG could be separated from the group in order to have legal representation and if not, then he asked the Commission not to go in this direction.

10. Mayor Triolo commented that she was comfortable giving them a two week extension. She said the City needed to be taken seriously.

Mr. Olenick replied that the City hired REG, but TMG built the Casino Building based on their specifications. He said he was angry with REG for putting TMG in the position of default.

11. Commissioner McVoy commented that he recognized the seriousness of the declaration of default. He said he was concerned about being in the same situation two weeks from now.

City Manager Bornstein suggested tabling this item to the next meeting. He commented that two weeks would not do anything and everyone was already hearing that it was the architect's fault.

12. Vice Mayor Maxwell asked TMG if they could exercise some muscle with REG.

Mr. Olenick replied that REG worked for the City and TMG was just the builder. He advised that REG did not work for them. The City's consultants needed proof that a solution would work.

13. Vice Mayor Maxwell said both REG and TMG were asked about their experience with coastal construction as part of the contract selection. If TMG had the experience then they should have advised the City. The City was losing money.

Action: Substitute motion made by Vice Mayor Maxwell to allow for a one week extension and schedule a special meeting. Motion failed for lack of a second.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to table this item for two weeks.

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

Peggy Fisher said that, as a resident and taxpayer, this issue had cost all of the taxpayers money for three years and that it was atrocious that it took this long.

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

13. LAKE WORTH ELECTRIC UTILITY:

A. CONSENT AGENDA:

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

B. PUBLIC HEARING:

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

C. NEW BUSINESS:

There were no New Business items on the agenda.

14. CITY ATTORNEY'S REPORT:

Assistant City Attorney Goddeau did not provide a report.

15. CITY MANAGER'S REPORT

A. March 1, 2016 – draft Commission agenda

City Manager Bornstein introduced Marie Elianor as the City's new Finance Director. He said she began today and came with government experience.

16. ADJOURNMENT:

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to adjourn the meeting at 7:20 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: March 1, 2016

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



AGENDA DATE: March 1, 2016, Regular Meeting

DEPARTMENT: Information Technology

EXECUTIVE BRIEF

TITLE:

Agreement with Midrange Support and Services to purchase IBM Power 8 System to replace IBM System i 520.

SUMMARY:

The Agreement authorizes the purchase of an IBM Power 8 System from Midrange Support. Services to include installation and migration from our current IBM System i 520 to the IBM Power 8 System. Purchase not to exceed \$48,286.38 which includes a 10% contingency.

BACKGROUND AND JUSTIFICATION:

The IBM System i 520 server is used to host the SunGard Naviline Enterprise Software. This server is ten years old and is approaching end of life. The server will be replaced with an IBM Power 8 System which will ensure continued IBM support, reliability, security, and expansion capabilities for future growth. In addition, the IBM Power 8 System will provide increased processing speed, storage, and will improve overall workload performance. In addition it will reduce the backup time, overall cost and power consumption.

An invitation for bid IFB 16-109 was opened 1/19/2016 with closed date of 2/3/2016 in accordance with the City's procurement code. The bid has been awarded to Midrange Support and Services Inc.

The agreement provides for the purchase and installation of an IBM Power 8 System and data migration from our IBM System i 520 server to the IBM Power 8 System.

MOTION:

I move to approve/disapprove the agreement an Midrange Support and Services, Inc. to purchase, install and perform the data migration to an IBM Power 8 System for an amount not to exceed \$48,286.38.

ATTACHMENT(S):

Fiscal Impact Analysis
Bid Tab IFB 16-109
Bid Proposal
Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018
Capital Expenditures	\$48,286	0	0
Operating Expenditures	0	0	0
External Revenues	0	0	0
Program Income	0	0	0
In-kind Match	0	0	0
Net Fiscal Impact	\$48,286	0	0

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

Information Tech		Microsoft Enterprise Agreement				
Account Number (s)	Account Description	FY 2016 Budget	Account Balance	Project #	Agenda Expenses	Remaining Project Balance
510-1520-519.64-40	Capital - Information Tech	\$306,000	203,319	IT 1508	-\$48,286	\$155,033

C. Department Fiscal Review: _____



City of Lake Worth

IFB 16-109 Purchase IBM Power 8 System

BID OPENED: February 3, 2016 @ 3:00 pm

ITEM #	DESCRIPTION	DMD DATA SYSTEM		INNOVATIVE TECHNICAL CONSULTING. INC.		SPS VAR, LLC		MIDRANGE	
		QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE	QTY	UNIT PRICE
1	IBM Power 8 System – Server Rack mountable (no rack included) 4 Core, 1 Core Active and Licensed with 9,900 CPW Rating (8) X 283GB Disk Drives (RAID 5 Configuration - 1.98TB usable) 16 GB Memory (2) x 4 Port, 1 GbE Ethernet NIC Card System Console on Ethernet LAN (2) 110v Power Supplies (Redundant)	1	\$ 15,561.32	1	\$ 15,606.20	1	\$ 17,218.00	1	\$ 15,026.72
2	TS2260 External LTO7 Single Tape Drive	1	\$ 2,280.13	1	\$ 2,543.43	1	\$ 2,461.00	1	\$ 2,364.74
3	IBM LT07 Tape Cartridges (6TB/15TB)	20	\$ 2,800.00	15	\$ 2,250.00	15	\$ 2,785.00	15	\$ 2,250.00
4	IBMi User Licenses	75	\$ 14,040.32	75	\$ 13,299.75	75	\$ 15,240.00	75	\$ 13,037.50
5	IBMi @ OS V7R1	1	\$ 2,477.46	1	\$ 266.00	1	\$ 1,955.00	1	\$ 1,933.28
6	24 X 7 Hardware Maintenance (3 yrs)	3	\$ 2,300.00	3	\$ 2,299.89	3	\$ 2,050.00	3	\$ 1,912.00
7	24 X 7 Software Maintenance (3 yrs)	3	\$ 2,721.51	3	\$ 4,315.89	3	\$ 4,103.00	3	\$ 2,537.47
8	Installation & Migration	1	\$ 4,800.00	1	\$ 4,000.00	1	\$ 5,400.00	1	\$ 4,085.00
TOTAL LUMP SUM AMOUNT:			\$ 46,980.74		\$ 44,581.16		\$ 51,212.00		\$ 43,146.71
Bid (B2)			YES		YES		YES		YES
Schedule of Bid Items (B3)			YES		YES		YES		YES
Schedule of Sub-contractors (B4)			NONE		NONE		NONE		NONE
Vendor Verification (B5)			YES		YES		YES		YES
List of References (B6)			YES		YES		YES		YES
Affidavit of Prime Bidder Re Non-Collusions (B7)			YES		YES		YES		YES
Drug Free Certification (B8)			YES		YES		YES		YES
Vendor Additional Terms & Conditions			NO		NO		YES		YES
Addendum #1			YES		YES		YES		YES

Opened by: Hirut Darge

***Different Qty

**AGREEMENT
(IBM POWER 8 SYSTEM)**

THIS AGREEMENT is made this _____ day of _____, 2016 between the **City of Lake Worth**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **Midrange Support & Services, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 1122 East Atlantic Avenue, Suite C, Delray Beach, FL 33483.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Invitation for Bid #16-109 (hereinafter "IFB") for the purchase and installation of an IBM Power 8 System to replace the CITY's current system;

WHEREAS, CONTRACTOR submitted a bid for the purchase and installation of an IBM Power 8 System as described and set out in the IFB;

WHEREAS, the CITY desires to accept the CONTRACTOR's bid in order for CONTRACTOR to render the goods to the CITY as provided herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner;

WHEREAS, the CITY finds awarding the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TIME OF COMPLETION

1.1 CONTRACTOR must fully complete all work within sixty (60) days. **Work must begin within 30 days of City Commission approval of this Agreement.**

2. SCOPE OF WORK

2.1 The scope of work is the purchase and installation of an IBM Power 8 System and the migration of the data from the current system to the new system, as more specifically set forth in the IFB (the "Scope of Work"). CONTRACTOR shall purchase and install the IBM Power 8 System as requested by the CITY upon the issuance of a P.O. by the CITY.

2.2 The CONTRACTOR represents to the CITY that the materials provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The purchase and installation of the IBM Power 8 System shall be in accordance with the terms set forth in the IFB, which also includes the migration of data from the old system to the new system.

3. USE OF AGENTS OR ASSISTANTS

3.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as required in the IFB and as provided by CONTRACTOR's response to the IFB, attached hereto and incorporated herein.

5. FEE AND ORDERING MECHANISM

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee as set forth in section (B3) of the CONTRACTOR's response.

5.2 Should the CITY require additional materials, not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized in accordance with the CITY's procurement code prior to any such additional goods being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for all work performed under this Agreement shall be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not provide goods under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not

exceed amounts expressed on the Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods in any subsequent Fiscal Year. If the budget is approved for said goods, the City will issue a new Purchase Order each Fiscal Year, for required and approved goods.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide all goods and services shall not exceed Forty Eight Thousand Two Hundred Eighty Six Dollars and 38/100 (\$48,286.38) which includes the lump sum price listed in section (B2) of CONTRACTOR'S response and five additional LT07 cartridges, as provided under optional pricing in CONTRACTOR'S response and a ten percent contingency allowance. No additional costs shall be authorized without prior written approval from CITY's governing body.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional work or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional work or materials. Additional labor or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to purchase and install the IBM Power 8 System or has failed in any other respect to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Finance Director may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Finance Director, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Finance Director, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, restocking fees, lost profits or other costs incurred due to termination of this Agreement under this paragraph 12.1.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, restocking fees, lost profits or other costs incurred due to termination of this Agreement under this paragraph 12.2.

13. INSURANCE

Prior to commencing any services the CONTRACTOR shall provide certificates evidencing insurance coverage as required by the IFB.

14. WAIVER OF BREACH

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

15. INDEMNITY

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

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

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

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); and, the CONTRACTOR's responsive bid. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities

under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

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

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

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

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

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

22. NOTICES

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

indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager
City of Lake Worth
7 North Dixie Hwy.
Lake Worth, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Midrange Support & Services, Inc.
1122 East Atlantic Avenue, Suite C
Delray Beach, FL 33483

23. SEVERABILITY

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

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole

discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

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

25. COUNTERPARTS

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

26. LIMITATIONS OF LIABILITY

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

27. PUBLIC ENTITY CRIMES

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

28. PREPARATION

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

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

31. PUBLIC RECORDS

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

32. COPYRIGHTS AND/OR PATENT RIGHTS

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

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

34. FEDERAL AND STATE TAX

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

35. PROTECTION OF PROPERTY

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

36. DAMAGE TO PERSONS OR PROPERTY

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

37. WARRANTY

37.1 CONTRACTOR shall provide the manufacturer's warranty service on the equipment. Replacement parts and service shall be warranted for a period of 30 calendar days from the date of replacement, during which period if a defective part was installed it shall be replaced at no charge.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia

Glen J. Torcivia, City Attorney

CONTRACTOR: **MIDRANGE SUPPORT & SERVICE, INC.**

By: _____
[Signature]

Print Name: Steve MacInak

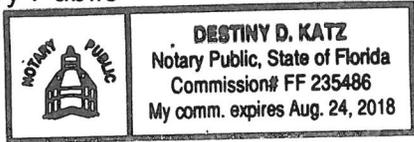
Title: President

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 10 day of February 2016 by Stephen J. MacInak as President (title), of Midrange Support & Service, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following FDL as identification.

Notary Public



Destiny D. Katz
Print Name: Destiny D. Katz
My commission expires: Aug 24, 2018

(B1)

BID PACKAGE COVER SHEET

IFB # 16-109

PROJECT TITLE: PURCHASE IBM POWER 8 SYSTEM

Bidder Company Name:

.....Midrange Support & Service, Inc.....

 ORIGINAL

Enclose the following documents:

1. Bid Package Cover Sheet (B1)
2. Bid (B2) Must be signed
3. Schedule of Bid Items (B3) Must be signed
- NONE* 4. Schedule of Sub-contractors (B4) - If none, mark "none".
5. Contractor Verification (B5) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
6. List of References (B6)
7. Affidavit of Prime Bidder Re Non-collusion (B7)
8. Drug Free Certification (B8)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and TWO (2) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

(B2)

PURCHASE IBM POWER 8 SYSTEM

BID

IFB # 16-109

Proposal of: Midrange Support & Service, Inc.

(Bidder Name)

Lump Sum Bid Amount: \$ 43,146.71

(Write Dollar Figure Here)

By signing the foregoing, the Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Small Business participation goal for this project is 15%.
9. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name

Address

10. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name	Address

11. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

12. Bidder acknowledges that ADDENDA NO(S) #1, IFB 16-109 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

13. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

14. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

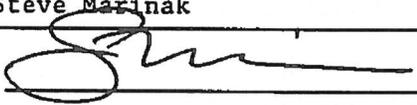
Name of Bidder: Midrange Support & Service, Inc.

HQ Address: 1122 East Atlantic Avenue, Suite C ST FL Zip 33483

Phone: (561) 272-5883 ext.202 Email: steve@midrangesupport.com

FEIN: 65-0633981 State of Incorporated: Florida

Print Name: Steve Marinak Title: President

SIGNATURE:  Date: 1-27-2016

Sales Office: 1122 East Atlantic Avenue, C, Delray Beach ST FL Zip 33483

Sales Contact Name: Steve Marinak Title: President

Phone: (561) 272-5883, ext.202 Email: steve@midrangesupport.com

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B3)

PURCHASE IBM POWER 8 SYSTEM

IFB# 16-109

SCHEDULE OF BID ITEM

In accordance with the scope of work and specifications noted in this IFB document, following is the fixed price to provide all required services:

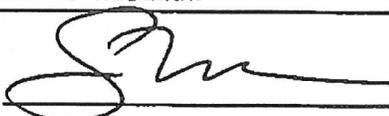
Description	Quantity	Unit Price	Net Price
IBM Power 8 System – Server Rack mountable (no rack included) 4 Core, 1 Core Active and Licensed with 9,900 CPW Rating (8) X 283GB Disk Drives (RAID 5 Configuration - 1.98TB usable) 16 GB Memory (2) x 4 Port, 1 GbE Ethernet NIC Card System Console on Ethernet LAN (2) 110v Power Supplies (Redundant)	1	\$15,026.72	
TS2260 External LTO7 Single Tape Drive	1	\$2,364.74	
IBM LT07 Tape Cartridges (6TB/15TB)	15	\$150.00	\$2,250.
IBMi User Licenses	75	\$173.83	\$13,037.
IBMi @ OS V7R1	1	\$1,933.28	
24 X 7 Hardware Maintenance	3 yrs	\$1,912.00	
24 X 7 Software Maintenance	3 yrs	\$2,537.47	
Installation & Migration	1	\$3,160.00	
30 Day Rental of LTO5 Tape Drive and attach card Note: Detailed quote must be included.	1	\$925.00	
Additional LT07 Cartridges may be purchased optionally	1	\$150.00/each	

Name of Bidder: Midrange Support & Service, Inc.

Address: 1122 East Atlantic Avenue, #C, Delray Bch ST FL Zip 33483

Phone: (561) 272-5883, ext.202 Email: steve@midrangesupport.com

Print Name: Steve Marinak Title: President

SIGNATURE:  Date: 1-27-2016

NOT APPLICABLE

(B4)

PURCHASE IBM POWER 8 SYSTEM

IFB # 16-109

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

		Dollar amount of subcontract work
1.	_____ (company name) _____ (type of work)	\$ _____
	_____ (address) _____ (tel. #)	
	_____ (zip code) _____ (federal I.D. #)	
2.	_____ (company name) _____ (type of work)	\$ _____
	_____ (address) _____ (tel. #)	
	_____ (zip code) _____ (federal I.D. #)	
3.	_____ (company name) _____ (type of work)	\$ _____
	_____ (address) _____ (tel. #)	
	_____ (zip code) _____ (federal I.D. #)	

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

Authorized Signature: 

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

PURCHASE IBM POWER 8 SYSTEM

IFB # 16-109

VENDOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: Midrange Support & Service, Inc.

Address: 1122 EAST Atlantic Avenue, Suite C, Delray Beach, FL 33483

Telephone: (561) 272-5883, ext. 202

Fax: (561) 272-5652

Email: steve@midrangesupport.com

COMPANY PRINCIPAL:

Name: Steve Marinak

Address: 1122 East Atlantic Avenue, Suite C, Delray Beach, FL 33483

Telephone: (561) 272-5883

Email: steve@midrangesupport.com

State License # P95000094757 (ATTACH COPY)

County License # 199614571 & 199614570 (ATTACH COPY)

Type of License: Merchandise Sales & Computer Services

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

Yes No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

Yes No

City License: (ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – May be obtained from City Construction Services)

Failure to fully or accurately complete this form may be cause for rejection of the bid.

(B6)

PURCHASE IBM POWER 8 SYSTEM

IFB # 16-109

LIST OF REFERENCES

1. Owner's Name & Address: City of Boca Raton
201 West Palmetto Park Road, Boca Raton, FL 33432

Contact Person: Sandra Stevens

Telephone: (561)-393-7724 Fax: 661-367-7009 E-Mail: sstevens@ci.boca-raton-fl.us

2. Owner's Name & Address: City of Sunrise
10440 West Oakland Park Blvd, Sunrise, FL 33351

Contact Person: Gregg Johnson

Telephone: (954)-746-3427 Fax: 954-746-3445 E-Mail: gjohnson@sunrisefl.gov

3. Owner's Name & Address: City of Aventura
19200 West Country Club Drive, Aventura, FL 33180

Contact Person: Karen Lanke

Telephone: (305)-466-8928 Fax: 305-466-8939 E-Mail: lankek@cityofaventura.com

PURCHASE IBM POWER 8 SYSTEM
IFB# 16-109

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of FLORIDA
County of DEERBACH

STEVE MARINAK, being first duly sworn, disposes and says that:
(Name)

1. I am the President of Midrange Support Service, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;

- 2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
- 3. Such Bid is genuine and is not a collusive or sham Bid;
- 4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
- 5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth. NONE (if none, write "None").
- 6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: NONE (if none, write "None").
- 7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- 8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List within thirty-six months prior to the date of Bidder's Bid.

(Signed) [Signature]

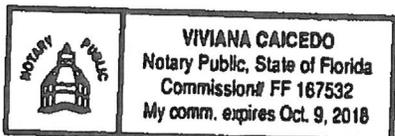
(Print Name) STEVE MARINAK

(Title) PRESIDENT

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me

This 28 day of JANUARY, 2016 by STEPHEN J. MARINAK, who is PRESIDENT
(title) of MIDRANGE SUPPORT SERVICE and who is personally known to me or who has produced
IFB# 1652-290-64-25970 as identification.

[Signature]
Notary Public



(B8)

PURCHASE IBM POWER 8 SYSTEM

IFB# 16-109

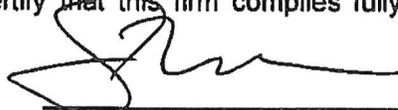
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

Midrange Support & Service, Inc. does:
(Name of Business)

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 this bid 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 bid, 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 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (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 the statement, I certify that this firm complies fully with the above requirements.



Bidders Authorized Signature

Print Name: Steve Marinak

1-27-2016
Date



Midrange
Support & Service Inc.



DETAILED QUOTES FOR HARDWARE, SOFTWARE, MAINTENANCE & SERVICES

IFB# 16-109

IFB #16-109

Midrange

Support & Service, Inc.



EQUIPMENT QUOTE

Number AAAQ3806

Date Jan 21, 2016

1122 East Atlantic Avenue, Suite C, Delray Beach, FL 33483
t. 561-272-5883 f. 561-272-5652

Sold To	
City of Lake Worth Nelly Peralta 1900 2nd Avenue N. Lake Worth, FL 33461	
Phone	561-533-7300
Fax	561-586-1761

Ship To	
City of Lake Worth Nelly Peralta 1900 2nd Avenue N. Lake Worth, FL 33461	
Phone	561-533-7300
Fax	561-586-1761

Salesperson	P.O. Number	Ship Via	Terms
Steve Marinak	Pending	IBM	Net 30

Line	Qty	Part Number	Description	Unit Price	Ext. Price
1	1		IBM Power 8 Server	\$15,026.72	\$15,026.72
2		8286-41A	SERVER 1:8286 MODEL 41A		
3		8286-41A-0267	IBM I OPERATING SYSTEM PARTITION SPECIFY		
4		8286-41A-2145	PRIMARY OS - IBM I		
5		8286-41A-3930	SYSTEM SERIAL PORT CONVERTER CABLE		
6		8286-41A-5771	SATA SLIMLINE DVD-RAM DRIVE		
7		8286-41A-5899	(2) PCIE2 4-PORT 1GBE ADAPTER		
8		8286-41A-6470	(2) POWER CORD 1.8M (6-FT), DRAWER TO WALL (
9		8286-41A-EB2L	(2) AC POWER SUPPLY - 900W		
10		8286-41A-ECBY	SAS AE1 CABLE 4M - HD NARROW 6GB ADAPTER		
11		8286-41A-ECCF	SYSTEM PORT CONVERTER CABLE FOR UPS		
12		8286-41A-EJ0P	STORAGE BACKPLANE 18 SFF-3 BAYS/DVD BAY/		
13		8286-41A-EJ10	PCIE3 SAS TAPE/DVD ADAPTER QUAD-PORT 6GB		
14		8286-41A-EJT9	FRONT BEZEL FOR 18-BAY BACKPLANE		
15		8286-41A-EJTN	RACK-MOUNT RAIL KIT		
16		8286-41A-EM8B	16 GB DDR3 MEMORY		
17		8286-41A-EPXK	4-CORE 3.02 GHZ POWER8 PROCESSOR CARD		
18		8286-41A-EPYK	(4) ONE PROCESSOR CORE ACTIVATION FOR #EPXK		
19		8286-41A-ESC6	S&H-B		
20		8286-41A-ESDA	(8) 283GB 15K RPM SAS SFF-3 DISK DRIVE (IBM		
21		8286-41A-EU19	CABLE TIES & LABELS		
22	1		IBM LTO7 Tape Drive	\$2,364.74	\$2,364.74
23		3580-H7S	TS2260 TAPE DRIVE EXPRESS W/ HHLTO7 SAS		
24		3580-H7S-7003	RACK MOUNT SHELF KIT W/PDU LINE CORD		
25		3580-H7S-9800	2.8M POWER CORD, 125V 15A, US/CANADA		
26		3580-H7S-AGGE	SHIPPING AND HANDLING - CHARGE		

Continued On Next Page ...

Approval and Acceptance _____

Date: _____

Name _____

Line	Qty	Part Number	Description	Unit Price	Ext. Price
27			IBM Software and SWMA		
28	1	5722-WE2	WEB ENABLEMENT FOR I5/OS	\$0.00	\$0.00
29	1	5733-NKY	DEACTIVATE SOFTWARE KEY AND EPOE	\$0.00	\$0.00
30	1	5733-OMF	OMNIFIND TEXT SEARCH SERVER FOR DB2 FOR	\$0.00	\$0.00
31	1	5733-QU2	IBM WEB QUERY FOR SYSTEM I	\$0.00	\$0.00
32	1	5733-SP3	IBM SOFTWARE MAINTENANCE FOR IBM I AND S	\$0.00	\$0.00
33	1	5733-SP3-0003	P05 REGISTRATION/RENEWAL 24X7	\$257.77	\$257.77
34	1	5733-SPO	IBM SW MAINTENANCE FOR IBM I AND SELECTE	\$0.00	\$0.00
35	1	5733-SPO-0001	P05 PER PROCESSOR 3-YEAR EXTENDED	\$2,279.70	\$2,279.70
36	1	5733-XT2	XML TOOLKIT FOR IBM SYSTEM I5	\$0.00	\$0.00
37	1	5770-BR1	IBM BACKUP RECOVERY AND MEDIA SERVICES F	\$0.00	\$0.00
38	1	5770-QU1	IBM QUERY FOR I	\$0.00	\$0.00
39	1	5770-SS1	IBM I V7	\$0.00	\$0.00
40	1	5770-SS1	IBM I V7	\$0.00	\$0.00
41	1	5770-SS1-1383	OTC KEYED SW MEDIA	\$260.75	\$260.75
42	1	5770-SSA	IBM I PER PROCESSOR LICENSE BILLING	\$0.00	\$0.00
43	1	5770-SSA-1549	OTC PER CORE W/ 90-DAY SWMA (E4X/41A 4-C	\$1,672.53	\$1,672.53
44	1	5770-SSC	IBM I PER USER BILLING	\$0.00	\$0.00
45	14	5770-SSC-1560	OTC PER 5 USERS (E4X/41A 4-CORE)	\$931.25	\$13,037.50
46	1	5770-ST1	IBM DB2 QUERY MANAGER AND SQL DEVELOPMEN	\$0.00	\$0.00
47	1	5770-WDS	IBM RATIONAL DEVELOPMENT STUDIO FOR I	\$0.00	\$0.00
48	1	5770-XW1	I ACCESS FAMILY	\$0.00	\$0.00
49			One Month Rental Tape Drive & Card for Migration		
50	1	3573-L2U	IBM LTO5 Tape Drive one Month Rental for Migration Purposes	\$900.00	\$900.00
51	1	5761	IBM Fiber Attachment card one Month Rental for Migration Purposes	\$25.00	\$25.00
52			IBM Tape Cartridges		
53	15	38L7302	IBM LTO-7 Ultrium Data Cartridges	\$150.00	\$2,250.00

Sales Tax and Shipping Charges may not be shown on this quote. These charges will be added to your Invoice at the actual rate per County and Shipping Charges incurred.

SubTotal	\$38,074.71
Total	\$38,074.71

This MIDRANGE QUOTE ("Quote") is made as of the date it is signed (referred to as the "Order Date") by both Midrange Support & Service, Inc. ("Midrange") a Florida corporation with offices located at 1122 East Atlantic Avenue, Suite C, Delray Beach, Florida 33483 and the Customer designated above, provided however, should Customer fail to return this Quote to Midrange within thirty (30) days of receipt, this Quote shall be deemed null and void. 1 Complete description of Midrange Services is set forth on the Statement of Work in the Midrange Services Agreement. 2 Complete description of third party services may be set forth in the applicable third party agreements. 3 Complete description and terms of use of third party software may be set forth in the applicable third party agreements. All leases are subject to execution of the equipment lease which shall govern the terms and use of such leased equipment. All agreements requiring signature by the Customer together are collectively referred to as the "Agreements." The Agreements including any exhibits or attachments thereto are hereby incorporated herein by this reference and made a part hereof. Any capitalized terms not defined hereunder shall have the meaning as set forth in the applicable Agreements. Shipping amounts will be added to Invoice after the sale has been booked.

Approval and Acceptance _____

Date: _____

Name _____

01/27/16 12:32:38

Equipment Purchase Agreement

This MIDRANGE EQUIPMENT PURCHASE AGREEMENT ("Purchase Agreement") is made as of the date (the "Effective Date") this Purchase Agreement is signed by and between Midrange Support & Service, Inc. (MIDRANGE), a Florida corporation with offices located at 1122 East Atlantic Avenue, Suite C, Delray Beach, Florida 33483, and City of Lake Worth with offices located at 1900 2nd Avenue N. Lake Worth, FL 33461, here after referred to as "Customer".

Section 1: Witnesseth

Whereas, MIDRANGE is in the business of selling and leasing third party computer equipment and materials; and whereas, MIDRANGE hereby agrees to sell (or lease) and Customer hereby agrees to purchase (or lease) from MIDRANGE the Equipment defined below pursuant to the terms and conditions of this Purchase Agreement; and now, therefore, in consideration of the mutual benefits of the covenants set forth below, Customer and Midrange hereby agree as follows:

Section 2: Equipment and Scope of Agreement

- 2.1 **Scope of Agreement:** The scope of this Purchase Agreement includes that certain MIDRANGE Quote executed by MIDRANGE and Customer which Customer may purchase or lease Equipment from MIDRANGE ("Quote"), all of the terms of which are incorporated herein and made a part hereof. In the event of any conflict between the terms of this Purchase Agreement and the terms of the Quote, the specific terms of the Quote shall prevail. In all other cases, the terms of this Purchase Agreement shall prevail.
- 2.2 **Equipment:** Upon the Effective Date, Customer agrees to purchase (or lease, as the case may be) the equipment set forth on the Quote ("Equipment") from MIDRANGE. Customer may purchase previously used Equipment from MIDRANGE, as agreed to by the parties. All used Equipment is "certifiable for manufacturer's maintenance." Unless otherwise specifically agreed in writing by the parties, new Equipment shall be deemed to include all maintenance records, schematics, logic books, I.R. books, manuals, cables of unspecified length, kick plates, test decks, form stands, terminators, diagnostics and microcode necessary for the for the installation, maintenance and operation of equipment; provided, however, that MIDRANGE shall not be obligated to deliver any of the foregoing if: (i) any of them are not made generally available by the manufacturer; or (ii) the right to transfer any of the foregoing is limited by the manufacturer. Customer understands and agrees that used Equipment does not include any of the foregoing.
- 2.3 **Ordering:** Customer shall place orders for additional Equipment by written or electronically transmitted Quotes signed by an authorized Customer Representative. Customer shall have the right to submit Quotes to MIDRANGE from time to time for Equipment, which shall be mutually agreed upon and signed by both parties. Upon MIDRANGE approval of a Quote, the Quote shall be deemed accepted by MIDRANGE on the Order Date set forth in the applicable Quote. Each Quote shall designate the requested item or service, or configuration of items or services, the quantity, delivery date, shipping instructions and destination. MIDRANGE shall not accept any Customer order forms for the Quote and nothing contained in Customer's order forms shall in any way be deemed to modify or amend the terms and conditions of this Purchase Agreement or the Quote. Customer shall have no right to cancel a Quote, except as provided in Section 2.5 below.
- 2.4 **Equipment Lease:** In the event Customer desires to lease any Equipment through MIDRANGE, Customer shall execute the standard Equipment Lease Agreement between Customer and the manufacturer directly ("Equipment Lease"), which shall govern the terms and use of such leased Equipment. Customer hereby agrees and acknowledges that: (i) Customer shall be responsible for the costs in connection with acquisition of such leased Equipment, (ii) Customer shall be solely responsible for the Equipment Lease, and (iii) MIDRANGE is not a party to and shall not be liable for any terms of the Equipment Lease.
- 2.5 **Delivery:** Customer understands and agrees that the delivery dates represent an estimate or approximation since the Equipment is the subject of a contract between MIDRANGE and third parties having possession or control of the Equipment. All Equipment is drop shipped and delivered directly from the equipment manufacturer or a distributor. If MIDRANGE is notified by the equipment manufacturer or distributor that it is unable to deliver on the delivery date stated in the Quote it shall promptly notify Customer by telephone or electronic communication of the proposed delivery date and such proposed delivery date shall become the scheduled delivery date. MIDRANGE shall not be liable for delay in or any inability to deliver the Equipment due to product unavailability or allocation, or other causes beyond its control. In such cases, the scheduled delivery dates shall automatically be extended for a period of time equal to the length of any such delay. Customer understands and agrees that this Purchase Agreement and the related Quotes are not conditioned on the availability of an estimated delivery date.
- 2.6 **Product Discontinuance:** MIDRANGE reserves the right, without liability, to cease making available any of the MIDRANGE products or services, including (without limitation) the Equipment or similar computer equipment or products.
- 2.7 **Risk of Loss:** Risk of loss of Equipment is transferred to Customer upon MIDRANGE's delivery of the Equipment to the carrier, unless the Equipment are transported in a MIDRANGE vehicle, in which case title and risk of loss pass to Customer upon tender of the Equipment to Customer at the delivery site.
- 2.8 **Returns:** Customer understands and agrees that Equipment may not be returned without the prior written consent of MIDRANGE and is granted only in rare and unusual circumstances. The return policy for special order and custom configuration Equipment is determined on an item-by-item basis. If, for any reason other than pricing, Customer is not satisfied with Equipment delivered hereunder and Customer has obtained a Return Material Authorization in writing from MIDRANGE as described below, Equipment may be returned within ten (10) days from the date of delivery for a full credit exchange, provided the Equipment is UNOPENED in its original packaging as delivered and has not been altered, modified or damaged by Customer. In all cases of Equipment return, a restocking charge will be assessed. Any Equipment returned under this Section without its original packaging UNOPENED or is returned incomplete, may not be accepted for return by MIDRANGE or will be assessed a specified charge, as determined in the sole discretion of MIDRANGE. Customer will be notified in advance of applied assessments by MIDRANGE. No Equipment shall be returned to MIDRANGE without a prior, written specific Return Material Authorization signed by MIDRANGE's authorized representative, referred to as the "RMA." All RMA's shall be granted only in accordance with MIDRANGE's current return merchandise authorization policy. Upon receipt of the RMA, Customer shall return the Equipment to MIDRANGE, freight charges prepaid by Customer. NO COLLECT RETURN SHIPMENTS WILL BE ACCEPTED.

SECTION 3: PAYMENT

- 3.1 Purchase Price and Payment:** MIDRANGE shall invoice Customer the current list price for the Equipment at the time the Equipment is ordered by Customer under the Quote plus any applicable shipping charges for the Equipment ("Purchase Price"). The payment amount and schedule of payment for leased Equipment shall be set forth in the Equipment Lease. Any expense incurred by MIDRANGE arising out of Customer's variance from the terms of this Purchase Agreement or additional request for products or services by Customer shall be invoiced to Customer at MIDRANGE's current list price for such products or services or the actual cost incurred by MIDRANGE, as determined in the sole discretion of MIDRANGE. Customer shall pay invoices immediately upon receipt and Customer understands that Equipment shall not be delivered until the invoice is paid in full. Any invoice amount which is not paid by Customer within thirty (30) days of the date of invoice shall be subject to a late charge equal to one percent (1%) for each month (or portion thereof) in which such invoiced amount is due and not paid. Customer will reimburse MIDRANGE for all reasonable collection expenses, including reasonable attorneys' fees and court costs, for past due amounts.
- 3.2 Costs and Expenses:** In addition to the fees set forth above, Customer shall pay MIDRANGE all reasonable costs and expenses incurred by MIDRANGE on Customer's behalf, including (without limitation) postage, shipping, telephone, telecommunication costs, and reasonable travel expenses. Travel expenses shall include travel to and from Customer's site, lodging, per diem, etc.
- 3.3 Taxes:** Customer shall be responsible for any and all applicable sales, use, excise and other tax assessments associated with this Purchase Agreement (excluding taxes based on MIDRANGE's net income).

SECTION 4: TERMINATION

- 4.1 Termination Limitations:** This Purchase Agreement shall be valid for a period of one (1) year commencing on the Effective Date, and shall automatically renew for consecutive one (1) year periods of time, unless this Purchase Agreement is terminated or cancelled as provided in this Section 4. This Purchase Agreement shall only be terminated or canceled as provided under this Section 4.
- 4.2 Termination:** Either party may terminate this Purchase Agreement for convenience with at least thirty (30) days advance written notice to the other party prior to the end of the current annual term.
- 4.3 Cancellation:** If a party violates its obligations under this Purchase Agreement the other party may cancel this Purchase Agreement by sending written cancellation notice describing the noncompliance to the non-complying party. Upon receiving the cancellation notice describing the noncompliance, the non-complying party shall have thirty (30) days from the date of such notice to cure any such noncompliance or begin curing such noncompliance in good faith. If such noncompliance is not cured within the required thirty (30) day period, or if the noncompliance cannot be cured within such thirty (30) day period and such party does not make a good faith effort to begin curing such noncompliance with the thirty (30) day period, the party providing cancellation notice shall have the right to cancel this Purchase Agreement as of the thirty-first (31st) day after the date of the cancellation notice.
- 4.4 Effect:** Termination or cancellation of this Purchase Agreement shall always automatically terminate or cancel this Purchase Agreement and any outstanding Quotes for Equipment.
- 4.5 Refund:** Upon termination or cancellation of this Purchase Agreement, MIDRANGE shall be entitled to retain all payments rendered by Customer under this Purchase Agreement in anticipation of providing products and services. Customer shall pay all fees and costs incurred up to the date of termination. An attempted termination or cancellation other than as provided herein shall not terminate or cancel any payment obligation of Customer.

SECTION 5: INTELLECTUAL PROPERTY

- 5.1 Title to Equipment:** Title to the Equipment, as between MIDRANGE and Customer, shall remain with MIDRANGE until Customer has paid the full Purchase Price and all other charges incident to the Equipment. At all times, MIDRANGE retains a security interest in the Equipment, including all accessories to and replacements for the Equipment, to secure performance of all of Customer's obligations under this Purchase Agreement. Customer agrees to execute, and agrees that MIDRANGE may file, any UCC Financing Statements on behalf of MIDRANGE or Customer that MIDRANGE may determine necessary, in its exclusive discretion, to protect MIDRANGE's interests under this Purchase Agreement.
- 5.2 Insurance:** So long as any portion of the Purchase Price remains unpaid, Customer shall keep the Equipment insured against any loss for its full value.
- 5.3 Confidential Information:** The term "Confidential Information" shall mean information disclosed by the disclosing party that is identified as proprietary or confidential at the time such information comes into the possession or knowledge of the receiving party and that is not: (i) already known to the receiving party; (ii) in the public domain; (iii) conveyed to the receiving party by a third party who is not subject to restrictions to the disclosure or use of such information; (iv) independently developed by the receiving party without use of the Confidential Information; and (v) required by court order to be released by the receiving party. For purposes of this definition, all information concerning this Purchase Agreement and pricing information whether disclosed prior to or after the Effective Date is deemed Confidential Information. Each party acknowledges it may have access to Confidential Information of the other party. Each party agrees to keep the Confidential Information of the other party confidential and: (i) not to disclose the Confidential Information except to employees and consultants who have a legitimate business reason to have access and who agree to maintain the confidentiality of the Confidential Information; and (ii) to take reasonable precautions, at least to the same degree of care and precautions the recipient would take to protect the confidential nature of its own information.
- 5.4 Software License and ServiceSuite Maintenance:** Except as otherwise agreed in writing by the parties, MIDRANGE shall have no obligation to supply, provide, or deliver to Customer third party software or provide maintenance on the Equipment. In the event Customer desires to acquire any third party software or third party maintenance from MIDRANGE or any other third party materials or services ("Third Party Materials"), Customer shall execute MIDRANGE's standard reseller agreement governing the terms of acquisition of the Third Party Materials ("Reseller Agreement"). In addition: In the event Customer desires to purchase, lease, or license as the case may be any Third Party Materials from MIDRANGE as a reseller of such Third Party Materials, Customer shall execute any applicable documents governing the terms of use for such Third Party Materials between Customer and the third party vendor directly ("Third Party Agreements"). Customer hereby agrees and acknowledges that: (i) Customer shall be responsible for the costs in connection with acquisition of such software or maintenance; (ii) Customer shall be solely responsible for the software and any maintenance service; and (iii) MIDRANGE is not be a party to and shall not be liable for any terms of the Third Party Agreements. **No Contest:** Neither party shall contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets of the other party.

- 5.5 Indemnification:** Customer shall defend, indemnify and hold MIDRANGE and its officers, directors, employees, and agents harmless from and against any and all claims, actions, liability, expenses, costs, or losses of any kind whatsoever, including reasonable attorneys fees arising out of: (i) negligence or willful misconduct by Customer, its employees, agents, or contractors, (ii) harm, injury, accidents, death or bodily injury; (iii) damage to or loss or destruction of any real or tangible property; (iv) third party claims of intellectual property infringement; or (v) failure of Customer to comply with the terms of this Purchase Agreement. Customer shall defend and settle at its sole expense all suits or proceedings arising in connection with any such claims. MIDRANGE hereby agrees to notify Customer following receipt of any such claim and provide Customer with necessary assistance and information reasonably requested.

SECTION 6: WARRANTY AND LIMITATION OF LIABILITY

- 6.1 Equipment Warranty:** At the time the Equipment is delivered, MIDRANGE will be the lawful owner of the Equipment, free and clear of any liens and encumbrances other than those which may arise from this Purchase Agreement, or will have full right, power and authority to sell the same to Customer. Used Equipment purchased from MIDRANGE shall be warranted by MIDRANGE against material defects and workmanship for a period of thirty (30) days following the date of delivery.
- 6.2 Manufacturer's Warranty:** MIDRANGE shall offer manufacturer's warranty service, if any, on all standard Equipment, provided that Customer complies with the material terms and conditions of the manufacturer's warranties. At time of delivery the Equipment will be in good working order and eligible (according to the manufacturer's normal policies) for the manufacturer's standard maintenance agreement, if any.
- 6.3 Replacement Parts:** All replacement parts provided to Customer in connection with repair service shall be as follows: replacement parts and labor will be warranted for a period of thirty (30) calendar days from the date of replacement, during which period any defective part installed by MIDRANGE will be replaced at no additional charge. Replacement parts may be new or reconditioned to manufacturer's specifications.
- 6.4 WARRANTY LIMITATION:** the warranties contained in sections 6.1, 6.2 and 6.3 are in lieu of all other warranties under this purchase agreement, express, implied or statutory, including, but not limited to, implied warranties of fitness for a particular purpose and implied warranties of merchantability.
- 6.5 Express Warranty:** Customer hereby acknowledges and agrees that it is not relying on MIDRANGE's (or its officers, employees, agents, directors, and independent contractors' of MIDRANGE) skill or judgment to select or furnish goods suitable for any particular purpose and MIDRANGE (including officers, employees, agents, directors, and independent contractors' of MIDRANGE) has not granted to Customer or made any express warranties concerning the Equipment, except the warranties set forth in Sections 6.1, 6.2 and 6.3.
- 6.6 Customer Warranty:** Customer hereby represents and warrants that Customer is not a merchant who deals in goods similar to the Equipment and Customer agrees that it will not resell or relocate the Equipment until the Purchase Price is paid in full.
- 6.7 Remedy:** For MIDRANGE's breach of the warranties in Section 6.1, 6.2 or 6.3 set forth herein, Customer's sole and exclusive remedy shall be MIDRANGE's delivery of the Equipment as warranted without additional fees or charges, or if MIDRANGE is unable to deliver the Equipment as warranted, Customer shall be entitled to refund of the Purchase Price attributed to such Equipment. For a breach of any term of this Purchase Agreement by Customer, MIDRANGE may repossess the Equipment with or without notice and MIDRANGE may retain any money paid to MIDRANGE by Customer to offset any damages incurred by MIDRANGE. This remedy by MIDRANGE shall be in addition to any and all remedies available to MIDRANGE at law or in equity.
- 6.8 Excluded Services:** Notwithstanding any other provision hereof to the contrary, MIDRANGE is not responsible for: (i) any improper use of Equipment by Customer, including without limitation failure to follow the Original Equipment Manufacturer's maintenance, installation or operation instructions, or because of moves, additions, changes, repairs, modifications or other maintenance made by Customer or a third party (and not by MIDRANGE personnel or a MIDRANGE subcontractor) or made without MIDRANGE's supervision or approval; (ii) a manufacturer's defect in software or hardware or a defect or problem in software or hardware not supported by MIDRANGE hereunder; (iii) damage occurring during shipment; (iv) damage arising out of failure of Customer to maintain suitable environmental conditions (including failure of air conditioning or humidity control), accident or disaster, failure or fluctuations of electrical power or unusual physical or electrical stress, static electricity, use of materials or supplies that do not adhere to manufacturer specifications, or other causes other than ordinary use; or (v) an event described in Section 6.12.
- 6.9 Assumption of Risk:** Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically stored data, and that industry standards dictate Customer's systematic use, in conjunction with any CPU, or products which provide comprehensive back-up of data so as to prevent such loss. In addition to the risks assumed by Customer under Section 6.8, Customer assumes all risk of loss of its magnetically stored data in any way related to or resulting from the sale or service of equipment by MIDRANGE, and customer hereby releases MIDRANGE from any liability for loss of customer's magnetically stored data, whether or not caused by MIDRANGE SUPPORT & SERVICE, INC'S negligence.
- 6.10 LIMITATION OF LIABILITY:** MIDRANGE shall not be liable to shall not be liable to customer or a third party under this purchase agreement in connection with: (i) use, performance or operation of the customer equipment; (ii) any loss of or damage to customer or third party data or information; (iii) any software or equipment malfunctions; (iv) security of the customer equipment or customer or third party data or information; or (v) any other damage caused by third party hardware or software, user errors, negligence or intentional acts of customer or third parties (including virus attacks, security breaches, or misuse).
- 6.11 LIMITATION OF DAMAGES:** Excepting liability arising out of sections 5.3 and 5.6, neither party shall be liable to the other party under this purchase agreement or in connection with the equipment for any lost profits, consequential, exemplary, incidental or punitive damages, regardless of the form of action, whether in contract or in tort, including negligence, and regardless of whether such party has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. The liability of MIDRANGE for any reason and for any cause of action whatsoever in connection with this purchase agreement shall be limited to the aggregate amount of fees incurred by customer under this purchase agreement and the related quote(s) under which the liability arises, or customer's actual damages, whichever is less.
- 6.12 Force Majeure:** MIDRANGE shall not be liable for any failure to perform its obligations under this Purchase Agreement because of circumstances beyond the reasonable control of MIDRANGE, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of government, transportation delays, power failure, and any other events reasonably beyond the control of MIDRANGE.

SECTION 7: GENERAL

Assignments: This Purchase Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party. Any attempted assignment or delegation in contravention of this provision shall be void and ineffective. **Public Announcements:** All public announcements of the relationship of MIDRANGE and Customer under this Purchase Agreement shall be subject to the prior written approval of the other party; provided however that MIDRANGE shall have the right to publish the name of Customer as a reference as a current customer. **Entire Agreement:** Excepting the Quotes or other properly entered into addendum to this Purchase Agreement, this Purchase Agreement contains the entire understanding of the parties and supersedes previous verbal and written communications, proposals and Purchase Agreements between the parties concerning the subject matter hereof. **Amendments:** Except as provided herein, alterations, modifications or amendments of a provision of this Purchase Agreement shall not be binding unless such alteration, modification or amendment is in writing and signed by MIDRANGE and Customer.

- 7.1 **Reference:** The headings and captions of this Purchase Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Purchase Agreement, or any particular section, paragraph, or provision. Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural, as the context shall require.
- 7.2 **Counterparts:** This Purchase Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.
- 7.3 **Governing Law:** This Purchase Agreement shall be governed by the laws of the State of Florida without regard to any rules of conflict or choice of laws, which require the application of laws of another jurisdiction, and exclusive venue shall be Palm Beach County, Delray Beach, Florida.
- 7.4 **Notice:** Notices shall be in writing. Notices shall be deemed delivered when delivered by Certified or Registered Mail – Return Receipt Requested, by commercial express delivery service or by hand to the address set forth in the opening paragraph for MIDRANGE or Customer (as applicable). Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt and in the case of commercial express delivery by electronic or written delivery confirmation.
- 7.5 **Waiver:** Waiver of breach of this Purchase Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Purchase Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Purchase Agreement shall not be binding unless such waiver is in writing and signed by the waiving party.
- 7.6 **Severability:** If a provision of this Purchase Agreement is rendered invalid, void or unlawful, the remaining provisions shall remain in full force and effect.
- 7.7 **Relationship:** Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.
- 7.8 **No Solicitation:** Customer shall not induce or solicit (directly or indirectly) any MIDRANGE employee or associate to leave the employment of MIDRANGE or engage the services of any employee, independent contractor or associate without the prior written consent of MIDRANGE.
- 7.9 **Dispute Resolution:** In connection with a dispute arising out of or relating to this Purchase Agreement, the parties shall attempt in good faith to resolve such dispute promptly by negotiation through an authorized officer with the authority necessary to settle the controversy. Negotiations shall be commenced by written notice being delivered by a party to the other party. The parties are obligated to promptly meet after delivery of such notice at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within sixty (60) days of receipt of written notice, MIDRANGE and Customer agree that any dispute shall be settled exclusively by final and binding arbitration in accordance with the rules of the American Arbitration Association held in Palm Beach County, Florida. The arbitration proceeding shall be conducted by a panel of three (3) neutral arbitrators, all of whom shall be a member of the Bar of any State and shall be experienced in intellectual property and computer law matters. The arbitrator(s) shall provide each party with a written opinion setting forth the reasons for the decision. By entering into this Purchase Agreement, MIDRANGE and Customer each waive the right to adjudicate claims arising out of or relating to this Purchase Agreement in a judicial forum and opt instead to arbitrate these claims. The arbitration decision shall be final and enforceable in a court of competent jurisdiction. Any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall not have the authority to award punitive damages. The prevailing party shall pay the other party's legal expenses directly related to the subject arbitration, including (without limitation) reasonable attorneys' fees. The arbitration procedure, as well as its outcome, shall be kept confidential to both parties to this Purchase Agreement. Notwithstanding the foregoing, either party may seek equitable remedies in any court of competent jurisdiction located in Florida to protect its intellectual property or Confidential Information.
- 7.10 **Equitable Remedies:** The parties hereby acknowledge that in certain cases damages at law may be an inadequate remedy. In addition to all other remedies that may be available at law or equity, each party shall have the right of specific performance, injunction or other equitable remedy in the event of a breach or threatened breach of this Purchase Agreement.
- 7.11 **Survivability.** Sections 2.7, 3, 4.5, 5, 6.4, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, and 7 shall survive the termination or expiration of this Purchase Agreement.

IN WITNESS WHEREOF, as of the Effective Date the parties have entered into this Purchase Agreement by their duly authorized representatives with full rights, power, and authority to enter into and perform this Purchase Agreement.

City of Lake Worth.

Signature: _____

Title: _____

Print Name: _____

Date: _____

MIDRANGE SUPPORT & SERVICE, INC.:

Signature: _____

Title: PRESIDENT _____

Print Name: STEVE MARINAK _____

Date: _____

IFB# 16-109



RESELLER QUOTE

Number AAAQ3807
Date Jan 21, 2016

1122 East Atlantic Avenue, Suite C, Delray Beach, FL 33483
t. 561-272-5883 f. 561-272-5652

Sold To	
City of Lake Worth Nelly Peralta 1900 2nd Avenue N. Lake Worth, FL 33461	
Phone	561-533-7300
Fax	561-586-1761

Ship To	
City of Lake Worth Nelly Peralta 1900 2nd Avenue N. Lake Worth, FL 33461	
Phone	561-533-7300
Fax	561-586-1761

Salesperson	P.O. Number	Old Contract	New Contract	Contract Term	Start Date	End Date	Payment Terms
Steve Marinak	Pending			36 Months			Net 30

Line	Qty	Vendor Part#	Mod-Typ	Serial #	Description	Unit Price	Ext. Price
1	1	HW MAINTENANCE B 3580-H7S	ORGP4FN		TS2260 TAPE DRIVE EXPRESS W/ HHLT07 SAS	\$0.00	\$0.00
2	1	HW MAINTENANCE B 8286-41A	ORGMNF7		POWER S814	\$0.00	\$0.00
3	1	HW MAINTENANCE B 3580-H7S	ORGP4FN		3 Year WSU 24X7 4HR	\$872.87	\$872.87
4	1	HW MAINTENANCE B 8286-41A	ORGMNF7		3 Year WSU 24X7 4HR	\$1,039.13	\$1,039.13

Sales Tax and Shipping may not be included on this quote. Sales Tax will be calculated per individual County and added to your invoice. Shipping will be charged at actual cost and added to the final invoice.

SubTotal	\$1,912.00
Total	\$1,912.00

This MIDRANGE QUOTE ("Quote") is made as of the date it is signed (referred to as the "Order Date") by both Midrange Support & Service, Inc. ("Midrange") a Florida corporation with offices located at 1122 East Atlantic Avenue, Suite C, Delray Beach, Florida 33483 and the Customer designated above provided however should Customer fail to return this Quote to Midrange within thirty (30) days of receipt, this Quote shall be deemed null and void. 1 Complete description of Midrange Services is set forth on the Statement of Work in the Midrange Services Agreement. 2 Complete description of third party services may be set forth in the applicable third party agreements. 3 Complete description and terms of use of third party software may be set forth in the applicable third party agreements. All leases are subject to execution of the equipment lease which shall govern the terms and use of such leased equipment. All agreements requiring signature by the Customer together are collectively referred to as the "Agreements." The Agreements including any exhibits or attachments thereto are hereby incorporated herein by this reference and made a part hereof. Any capitalized terms not defined hereunder shall have the meaning as set forth in the applicable Agreements. Shipping amounts will be added to invoice after the sale has been booked.

Approval and Acceptance _____

Date: _____

Name _____

Reseller Agreement

This MIDRANGE RESERLLER AGREEMENT ("Reseller Agreement") is made as of the date (the "Effective Date") this Reseller Agreement is signed by and between Midrange Support & Service, Inc. ("Midrange"), a Florida corporation with offices located at 1122 East Atlantic Avenue, Suite C, Delray Beach, Florida 33483, and City of Lake Worth ("Customer") with offices located at 1900 2nd Avenue N. Lake Worth, FL 33461.

SECTION 1: WITNESSETH

WHEREAS, Midrange is in the business of selling, leasing and licensing third party computer hardware, software, services, and other third party materials; and WHEREAS, Midrange hereby agrees to sell (lease or license) and Customer hereby agrees to purchase (lease or license, as the case may be) from Midrange the third party software, services, or other materials pursuant to the terms and conditions of this Reseller Agreement; and NOW, THEREFORE, in consideration of the mutual benefits of the covenants set forth below, Customer and Midrange hereby agree as follows:

SECTION 2: SCOPE OF AGREEMENT

- 2.1 **Scope of Agreement:** The scope of this Reseller Agreement includes that certain Midrange Quote executed by Midrange and Customer ("Quote") which Customer may purchase, lease, or license third party software, services, or other third party materials supplied by Midrange ("collectively "Third Party Materials"), all of the terms of which are incorporated herein and made a part hereof. In the event of any conflict between the terms of this Reseller Agreement and the terms of the Quote, the specific terms of the Quote shall prevail. In all other cases, the terms of this Reseller Agreement shall prevail.
- 2.2 **Reseller:** Customer understands and agrees that Midrange is an authorized reseller of certain Third Party Materials supplied by third party vendors and such Third Party Materials are provided by the third party vendors directly or their designees, including (without limitation) Midrange. Midrange is not a party to and shall not be liable for any terms of the Third Party Service Agreements, IBM Agreements, or Third Party Software Licenses (as those terms are defined below and collectively referred to as the "Third Party Agreements"). In the event of a conflict between the terms of the Third Party Agreements and this Reseller Agreement, this Reseller Agreement shall prevail.
- 2.3 **Third Party Services:** Customer may purchase third party services, including (without limitation) IBM ServiceSuite maintenance services, and other training, support, and technical services through Midrange as a reseller of such Third Party Services as set forth in the Quote. In the event Customer desires to acquire any Third Party Services, Customer shall execute any applicable documents governing the terms for such Third Party Services between Customer and the third party vendor directly ("Third Party Service Agreements"). All such Third Party Services shall be rendered by third party vendors directly or their designees. The project schedule for performance of Third Party Services and completion of any deliverables will be determined by the third party vendors and not Midrange.
- 2.4 **IBM Services:** In Particular, in the event Customer desires to acquire maintenance from IBM on any IBM equipment supplied by Midrange, Customer shall show it's subject to current applicable documents required by IBM or execute any applicable IBM documents governing the terms of the equipment maintenance provided by IBM between Customer and IBM directly, including (without limitation) the IBM Customer Agreement and IBM ServiceSuite Agreements (collectively, the "IBM Agreements").
- 2.5 **Third Party Software:** Customer may purchase or license, as the case may be, third party software owned or licensed by third party vendors and supplied by Midrange as a reseller of such software as set forth in the Quote ("Third Party Software"). In the event Customer desires to acquire any Third Party Software from Midrange, Customer shall execute any applicable documents governing the terms of use for such third party software between Customer and the third party software vendor directly ("Third Party Software License"). While Third Party Software may be supplied, installed, or implemented by Midrange as a reseller for the third party vendors, the terms of use for the Third Party Software is determined by the third party vendors directly and not by Midrange. In the event Customer desires Midrange to provide services in connection with such Third Party Software, Customer shall execute Midrange's standard services agreement for performance of such services.

SECTION 3: PAYMENT

- 3.1 **Materials Price and Payment:** The current list price for the Third Party Materials plus any applicable shipping charges for the Third Party Materials ("Materials Price") will be invoiced by Midrange or the third party vendors directly. In the event the Materials Price is charged to Customer by Midrange, Midrange shall invoice Customer for the Materials Price at the time the Third Party Materials are ordered by Customer under the Quote. Any expense incurred by Midrange arising out of Customer's variance from the terms of this Reseller Agreement or additional request for Third Party Materials by Customer shall be invoiced to Customer at Midrange's current list price for such Third Party Materials or the actual cost incurred by Midrange, as determined in the sole discretion of Midrange. Customer shall pay invoices immediately upon receipt and Customer understands that the Third Party Materials shall not be delivered until the invoice from Midrange is paid in full. Any invoice amount which is not paid by Customer to Midrange within thirty (30) days of the date of invoice shall be subject to a late charge equal to one percent (1%) for each month (or portion thereof) in which such invoiced amount is due and not paid. Customer will reimburse Midrange for all reasonable collection expenses, including reasonable attorneys' fees and court costs, for past due amounts.
- 3.2 **Costs:** Customer hereby agrees and acknowledges that Customer shall be responsible for the costs in connection with acquisition any Third Party Materials, including (without limitation) establishment and maintenance of telecommunication access for such Third Party Materials as needed, and any and all applicable sales, use, excise and other tax assessments associated with this Reseller Agreement and the Third Party Materials, whether such costs are assessed by Midrange or the third party vendors.
- 3.3 **Returns:** All acceptance or rejection of Third Party Materials is solely subject to the Third Party Agreements and shall in no way affect the payment obligations of Customer to Midrange under this Reseller Agreement or the Quote.

SECTION 4: TERMINATION

- 4.1 **Termination Limitations:** This Reseller Agreement shall be valid for a period of one (1) year commencing on the Effective Date, and shall automatically renew for consecutive one (1) year periods of time, unless this Reseller Agreement is terminated or cancelled as provided in this Section 4. This Reseller Agreement shall only be terminated or canceled as provided under this Section 4.
- 4.2 **Termination:** Either party may terminate this Reseller Agreement for convenience with at least thirty (30) days advance written notice to the other party prior to the end of the current annual term.
- 4.3 **Cancellation:** If a party violates its obligations under this Reseller Agreement the other party may cancel this Reseller Agreement by sending written cancellation notice describing the noncompliance to the non-complying party. Upon receiving the cancellation notice describing the noncompliance, the non-complying party shall have thirty (30) days from the date of such notice to cure any such noncompliance or begin curing such noncompliance in good faith. If such noncompliance is not cured within the required thirty (30) day period, or if the noncompliance cannot be cured within such thirty (30) day period and such party does not make a good faith effort to begin curing such noncompliance with the thirty (30) day period, the party providing cancellation notice shall have the right to cancel this Reseller Agreement as of the thirty-first (31st) day after the date of the cancellation notice.

- 4.4 **Effect:** Termination or cancellation of this Reseller Agreement shall always automatically terminate or cancel this Reseller Agreement and any outstanding Quotes for Third Party Materials.
- 4.5 **Refund:** Upon termination or cancellation of this Reseller Agreement, Midrange shall be entitled to retain all payments rendered by Customer under this Reseller Agreement in anticipation of providing products and services. Customer shall pay all fees and costs incurred up to the date of termination. An attempted termination or cancellation other than as provided herein shall not terminate or cancel any payment obligation of Customer.

SECTION 5: INTELLECTUAL PROPERTY

- 5.1 **Title to Third Party Materials:** Title to the Third Party Materials shall be the property of the third party vendors or their licensors.
- 5.2 **Indemnification:** Customer shall defend, indemnify and hold Midrange and its officers, directors, employees, and agents harmless from and against any and all claims, actions, liability, expenses, costs, or losses of any kind whatsoever, including reasonable attorneys fees arising out of: (i) negligence or willful misconduct by Customer, its employees, agents, or contractors; (ii) harm, injury, accidents, death or bodily injury; (iii) damage to or loss or destruction of any real or tangible property; (iv) third party claims of intellectual property infringement; or (v) failure of Customer to comply with the terms of this Reseller Agreement or the Third Party Agreements. Customer shall defend and settle at its sole expense all suits or proceedings arising in connection with any such claims. Midrange hereby agrees to notify Customer following receipt of any such claim and provide Customer with necessary assistance and information reasonably requested.

SECTION 6: WARRANTY AND LIMITATION OF LIABILITY

- 6.1 **Third Party Materials Warranty:** Customer understands and agrees that Third Party Materials may or may not be subject to the manufacturer's warranty service, if any, on all standard Third Party Materials, as determined in the exclusive discretion of third party vendors.
- 6.2 **WARRANTY DISCLAIMER:** Customer hereby acknowledges and agrees that it is not relying on Midrange's (or its officers, employees, agents, directors, and independent contractors' of Midrange) skill or judgment to select or furnish goods suitable for any particular purpose and MIDRANGE (INCLUDING OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, AND INDEPENDENT CONTRACTORS' OF MIDRANGE) HAS NOT GRANTED TO CUSTOMER OR MADE ANY WARRANTIES CONCERNING THE THIRD PARTY MATERIALS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY.
- 6.3 **Discharge of Obligations:** In the event Customer does not execute any applicable Third Party Agreements, Midrange shall be discharged from any further liability or obligation to Customer with respect to third party computer hardware, third party software or other material that Midrange notifies Customer of as may be required to correct or enhance operation of the customer equipment or for proper performance of the services or deliverables performed by Midrange. Any such discharge shall not affect the obligations of Customer, which shall be continuing and binding despite such discharge.
- 6.4 **Exclusions:** Notwithstanding any other provision hereof to the contrary, Midrange is not responsible for the Third Party Materials in any manner and for any reason whatsoever, including (without limitation) for: (i) any improper use of Third Party Materials by Customer, including failure to follow the Original Third Party Materials Manufacturer's maintenance, installation or operation instructions, or because of moves, additions, changes, repairs, modifications or other maintenance made by Customer or a third party; (ii) a manufacturer's defect in software or hardware or a defect or problem in software or hardware; (iii) damage occurring during shipment; (iv) damage arising out of failure of Customer to maintain suitable environmental conditions (including failure of air conditioning or humidity control), accident or disaster, failure or fluctuations of electrical power or unusual physical or electrical stress, static electricity, use of materials or supplies that do not adhere to manufacturer specifications, or other causes other than ordinary use; or (v) an event described in Section 6.8.
- 6.5 **Assumption of Risk:** Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically stored data, and that industry standards dictate Customer's systematic use, in conjunction with any CPU, or products which provide comprehensive back-up of data so as to prevent such loss. In addition to the risks assumed by Customer under Section 6.4, CUSTOMER ASSUMES ALL RISK OF LOSS OF ITS MAGNETICALLY STORED DATA IN ANY WAY RELATED TO OR RESULTING FROM THE SALE OR SERVICE OF THIRD PARTY MATERIALS BY MIDRANGE, AND CUSTOMER HEREBY RELEASES MIDRANGE FROM ANY LIABILITY FOR LOSS OF CUSTOMER'S MAGNETICALLY STORED DATA, WHETHER OR NOT CAUSED BY MIDRANGE'S NEGLIGENCE.
- 6.6 **LIMITATION OF LIABILITY:** CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE USE OF ANY THIRD PARTY MATERIALS. MIDRANGE SHALL NOT BE LIABLE TO CUSTOMER OR A THIRD PARTY UNDER THIS RESELLER AGREEMENT IN CONNECTION WITH: (I) USE, PERFORMANCE OR OPERATION OF THE THIRD PARTY MATERIALS; (II) ANY LOSS OF OR DAMAGE TO CUSTOMER OR THIRD PARTY DATA OR INFORMATION; (III) ANY SOFTWARE OR THIRD PARTY MATERIALS MALFUNCTIONS; (IV) SECURITY OF THE CUSTOMER EQUIPMENT OR CUSTOMER OR THIRD PARTY DATA OR INFORMATION; OR (V) ANY OTHER DAMAGE CAUSED BY THIRD PARTY MATERIALS, USER ERRORS, NEGLIGENCE OR INTENTIONAL ACTS OF CUSTOMER OR THIRD PARTIES (INCLUDING VIRUS ATTACKS, SECURITY BREACHES, OR MISUSE).
- 6.7 **LIMITATION OF DAMAGES:** MIDRANGE SHALL NOT BE LIABLE TO CUSTOMER UNDER THIS RESELLER AGREEMENT OR IN CONNECTION WITH THE THIRD PARTY MATERIALS FOR ANY LOST PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, AND REGARDLESS OF WHETHER MIDRANGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE. THE LIABILITY OF MIDRANGE FOR ANY REASON AND FOR ANY CAUSE OF ACTION WHATSOEVER IN CONNECTION WITH THIS RESELLER AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF FEES INCURRED BY CUSTOMER UNDER THIS RESELLER AGREEMENT AND THE RELATED QUOTE(S) UNDER WHICH THE LIABILITY ARISES, OR CUSTOMER'S ACTUAL DAMAGES, WHICHEVER IS LESS.
- 6.8 **Force Majeure:** Midrange shall not be liable for any failure to perform its obligations under this Reseller Agreement because of circumstances beyond the reasonable control of Midrange, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of government, transportation delays, power failure, and any other events reasonably beyond the control of Midrange.

SECTION 7: GENERAL

- 7.1 **Assignments:** This Reseller Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party. Any attempted assignment or delegation in contravention of this provision shall be void and ineffective.
- 7.2 **Public Announcements:** All public announcements of the relationship of Midrange and Customer under this Reseller Agreement shall be subject to the prior written approval of the other party; provided however that Midrange shall have the right to publish the name of Customer as a reference as a current customer.
- 7.3 **Entire Agreement:** Excepting the Quotes or other properly entered into addendum to this Reseller Agreement, this Reseller Agreement contains the entire understanding of the parties and supersedes previous verbal and written communications, proposals and Reseller Agreements between the parties concerning the subject matter hereof.

- 7.4 Amendments:** Except as provided herein, alterations, modifications or amendments of a provision of this Reseller Agreement shall not be binding unless such alteration, modification or amendment is in writing and signed by Midrange and Customer.
- 7.5 Reference:** The headings and captions of this Reseller Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Reseller Agreement, or any particular section, paragraph, or provision. Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural, as the context shall require.
- 7.6 Counterparts:** This Reseller Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.
- 7.7 Governing Law:** This Reseller Agreement shall be governed by the laws of the State of Florida without regard to any rules of conflict or choice of laws, which require the application of laws of another jurisdiction, and exclusive venue shall be Palm Beach County, Delray Beach, Florida.
- 7.8 Notice:** Notices shall be in writing. Notices shall be deemed delivered when delivered by Certified or Registered Mail – Return Receipt Requested, by commercial express delivery service or by hand to the address set forth in the opening paragraph for Midrange or Customer (as applicable). Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt and in the case of commercial express delivery by electronic or written delivery confirmation.
- 7.9 Waiver:** Waiver of breach of this Reseller Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Reseller Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Reseller Agreement shall not be binding unless such waiver is in writing and signed by the waiving party.
- 7.10 Severability:** If a provision of this Reseller Agreement is rendered invalid, void or unlawful, the remaining provisions shall remain in full force and effect.
- 7.11 Relationship:** Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.
- 7.12 No Solicitation:** Customer shall not induce or solicit (directly or indirectly) any Midrange employee or associate to leave the employment of Midrange or engage the services of any employee, independent contractor or associate without the prior written consent of Midrange.
- 7.13 Dispute Resolution:** In connection with a dispute arising out of or relating to this Reseller Agreement, the parties shall attempt in good faith to resolve such dispute promptly by negotiation through an authorized officer with the authority necessary to settle the controversy. Negotiations shall be commenced by written notice being delivered by a party to the other party. The parties are obligated to promptly meet after delivery of such notice at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within sixty (60) days of receipt of written notice, Midrange and Customer agree that any dispute shall be settled exclusively by final and binding arbitration in accordance with the rules of the American Arbitration Association held in Palm Beach County, Florida. The arbitration proceeding shall be conducted by a panel of three (3) neutral arbitrators, all of whom shall be a member of the Bar of any State and shall be experienced in intellectual property and computer law matters. The arbitrator(s) shall provide each party with a written opinion setting forth the reasons for the decision. By entering into this Reseller Agreement, Midrange and Customer each waive the right to adjudicate claims arising out of or relating to this Reseller Agreement in a judicial forum and opt instead to arbitrate these claims. The arbitration decision shall be final and enforceable in a court of competent jurisdiction. Any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall not have the authority to award punitive damages. The prevailing party shall pay the other party's legal expenses directly related to the subject arbitration, including (without limitation) reasonable attorneys' fees. The arbitration procedure, as well as its outcome, shall be kept confidential to both parties to this Reseller Agreement. Notwithstanding the foregoing, either party may seek equitable remedies in any court of competent jurisdiction located in Florida to protect its intellectual property or Confidential Information.
- 7.14 Equitable Remedies:** The parties hereby acknowledge that in certain cases damages at law may be an inadequate remedy. In addition to all other remedies that may be available at law or equity, each party shall have the right of specific performance, injunction or other equitable remedy in the event of a breach or threatened breach of this Reseller Agreement.
- 7.15 Survivability.** Sections 2.2, 3, 4.5, 5, 6 and 7 shall survive the termination or expiration of this Reseller Agreement.

IN WITNESS WHEREOF, as of the Effective Date the parties have entered into this Reseller Agreement by their duly authorized representatives with full rights, power, and authority to enter into and perform this Reseller Agreement.

MIDRANGE SUPPORT & SERVICE, INC.:

City of Lake Worth :

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

IFB#16-109



Midrange

Support & Service, Inc.

1122 East Atlantic Avenue, Suite C, Delray Beach, FL 33483
t. 561-272-5883 f. 561-272-5652

SERVICES QUOTE

Number AAAQ3777
Date Jan 5, 2016

Sold To	
City of Lake Worth Nelly Peralta 1900 2nd Avenue N. Lake Worth, FL 33461	
Phone	561-533-7300
Fax	561-586-1761

Ship To	
City of Lake Worth Nelly Peralta 1900 2nd Avenue N. Lake Worth, FL 33461	
Phone	561-533-7300
Fax	561-586-1761

Salesperson	P.O. Number	Technician	Terms
Steve Marinak	Pending	Sherri Dubin-Nordeen	Net 30

Line	Item	Qty	Description	Unit Price	Ext. Price
1	Installation	1	IBM Power8 Installation & Migration Services. SOW Attached.	\$3,160.00	\$3,160.00

SubTotal	\$3,160.00
Total	\$3,160.00

This MIDRANGE QUOTE ("Quote") is made as of the date it is signed (referred to as the "Order Date") by both Midrange Support & Service, Inc. ("Midrange"), a Florida corporation with offices located at 1122 East Atlantic Avenue, Suite C Delray Beach, Florida 33483, and the Customer designated above, provided however, should Customer fail to return this Quote to Midrange within thirty (30) days of receipt, this Quote shall be deemed null and void. 1 Complete description of Midrange Services is set forth on the Statement of Work in the Midrange Services Agreement. 2 Complete descriptions of third party services may be set forth in the applicable third party agreements. 3 Complete description and terms of use of third party software may be set forth in the applicable third party agreements. All leases are subject to execution of the equipment lease which shall govern the terms and use of such leased equipment. All agreements requiring signature by the Customer together are collectively referred to as the "Agreements." The Agreements including any exhibits or attachments thereto, are hereby incorporated herein by this reference and made a part hereof. Any capitalized terms not defined hereunder shall have the meaning as set forth in the applicable Agreements. Shipping amounts will be added to invoice after the sale has been booked.

Approval and Acceptance _____
Name _____

Date: _____



EXHIBIT A
Statement of Work No. AAAQ3777
to the SERVICES AGREEMENT
between
Midrange Support & Service, Inc. ("Midrange")
and
City of Lake Worth ("Customer")

This STATEMENT OF WORK is made as of the date it is signed by both Midrange and Customer. The Services Agreement is hereby incorporated herein by this reference and made a part hereof. Any capitalized terms not defined hereunder shall have the meaning as set forth in the Services Agreement.

Scope of Services

Midrange Support & Service, Inc. will provide an IBM Certified Power Systems Specialist to plan for and conduct one system & data migration from your current IBM 9406 Power 5 Server to a new Power 8 Server.

MSSI Responsibilities:

- Plan the installation with your representative.
- Identify pre-requisite PTFs.
- Configure the Lan Console.
- Configure disk drives and RAID protection.
- Migrate IBM i programs.
- Migrate user profiles, job descriptions, device descriptions and security information.
- Re-configure LAN adapters and tape devices.
- Migrate customer programs, spool files and data.
- Obtain IBM License Keys.

City of Lake Worth Responsibilities:

- Obtain necessary license keys for non-IBM software.
- Apply PTFs if necessary.
- Permanently apply existing and new PTFs.
- Provide network cables.
- Eliminate all twinax devices.
- Order an adequate supply of LTO tapes.
- Perform a SAVSYS, following any PTF application and perm apply, prior to the installation of the new hardware.
- Perform an option 21 save immediately, with spool files, preceding the migration.
- Provide IP addresses as necessary.
- Provide User IDs and passwords required to enable us to perform this service.
- Complete site planning (provide sufficient rack space and power).
- Provide access to the system during the hours we agree upon.
- Assume primary responsibility for problem resolution for any software compatibility issues even though none are anticipated.



Pricing and Payment Schedule: Per attached Quote AAAQ3777

MIDRANGE SUPPORT & SERVICE, INC.:

City of Lake Worth

By: _____

By: _____

Print Name: Steve Marinak _____

Print Name: _____

Title: President _____

Title: _____

Date: _____

Date: _____

Services Agreement

This MIDRANGE SERVICES AGREEMENT ("Services Agreement") is made as of the date (the "Effective Date") this Services Agreement is signed by and between Midrange Support & Service, Inc. ("Midrange"), a Florida corporation with offices located at 1122 East Atlantic Avenue, Suite C, Delray Beach, Florida 33483, and City of Lake Worth with offices located at 1900 2nd Avenue N. Lake Worth, FL 33461 ("Customer").

SECTION 1: WITNESSETH

WHEREAS, Midrange is in the business of providing various consulting, implementation, migration, support, and other technical services (defined hereinafter as the "Services"); and

WHEREAS, Customer desires Midrange to provide certain Services to Customer; and

WHEREAS, Midrange and Customer desire to establish a contractual arrangement under which Customer can engage the Services of Midrange from time to time as agreed between Midrange and Customer.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants set forth below, Customer and Midrange hereby agree as follows:

SECTION 2: SCOPE OF WORK

- 2.1 **Scope of Agreement:** The scope of this Services Agreement includes that certain Midrange Quote executed by Midrange and Customer which Customer may purchase equipment or services from Midrange ("Quote"), all of the terms of which are incorporated herein and made a part hereof. In the event of any conflict between the terms of this Services Agreement and the terms of the Quote, the specific terms of the Quote shall prevail. In all other cases, the terms of this Services Agreement shall prevail.
- 2.2 **Scope of Work:** Customer shall have the right to submit Statements of Work (the form of which is attached hereto as Exhibit A) to Midrange from time to time for services. Upon mutual agreement and execution of a Statement of Work by both parties, Midrange shall render services in the form of advice, consulting, implementation, support, training, data migration, and other technical services ("Services") and delivery of any such Services, any and all software or other items ("Deliverables") as may be provided in each Statement of Work. The scope of this Services Agreement includes each Statement of Work, the terms of which are incorporated herein and made a part hereof. In the event of any conflict between the terms of this Services Agreement and the terms of any Statement of Work, the terms of this Services Agreement shall prevail. In the event of a conflict between the terms of the Quote and the terms of the Statement of Work, the terms of the Statement of Work shall prevail.
- 2.3 **Services:** The project schedule for performance of Services and completion of Deliverables will be as set forth in the applicable Statement of Work. Unless otherwise specified in a Statement of Work, the Services and service related Deliverables shall be deemed delivered by Midrange and accepted by Customer upon performance.
- 2.4 **Software Deliverables:** In the event the Deliverables consist of any software, including (without limitation) enhancements, modifications, or customizations to software ("Software") as described in a Statement of Work, the Software shall be implemented as set forth on each Statement of Work on the computers that are used to store and distribute information or data across the Customer's network or individual computers of Customer's network (as the case may be), which are owned or leased by Customer and located at the facilities of Customer or at another facility designated in the Statement of Work ("Customer Equipment"). Following implementation of the Software on the Customer Equipment, the Software shall be deemed accepted by Customer.
- 2.5 **Facilities and Personnel:** The Services shall be performed at Customer's facility or Midrange's facility as required by the nature of the Services and determined solely by Midrange and during Midrange's normal business hours (excluding holidays and weekends). The personnel assigned to perform the Services may be employees or independent contractors of Midrange and shall be determined solely by Midrange.
- 2.6 **Customer Responsibilities:** In connection with Midrange's provision of the Services and delivery of Deliverables, Customer shall perform those tasks and fulfill those responsibilities assigned to it in the applicable Statement of Work and shall provide to Midrange, in a timely manner, reasonable cooperation and assistance, access to systems, documentation and Customer personnel as reasonably requested by Midrange. Each Statement of Work may also contain assumptions related to the Services. Customer acknowledges that Midrange's performance is dependent on Customer's timely and effective performance of Customer responsibilities, satisfaction of the assumptions, and timely decisions and approvals by Customer.
- 2.7 **Access:** Customer hereby authorizes Midrange to access the personnel, facilities, computers, software and data of Customer for purposes of performing this Services Agreement. Customer shall cooperate with Midrange by granting unrestricted access to the Customer Equipment, and providing data and information required by Midrange to perform the Services under this Services Agreement. If necessary, Customer shall provide Midrange with remote access reasonably required by Midrange to perform the Services hereunder.
- 2.8 **Customer Materials:** Customer acknowledges and agrees that Midrange may, in performing its obligations pursuant to this Services Agreement, be using data, material, and other information furnished by Customer without any independent investigation or verification thereof, and that Midrange shall be entitled to rely upon the accuracy and completeness of such information in performing the Services. Customer shall obtain all consents necessary from third parties that are required for Midrange to perform its obligations under this Services Agreement or any Statement of Work.
- 2.9 **Back-Up:** Customer acknowledges that Midrange may perform certain data migration services in connection with the Services. Customer shall be solely responsible for backing up any data, information, or software residing on the Customer Equipment and for ensuring the security of any such data, information, or software residing on the Customer Equipment. Customer acknowledges and agrees that Midrange is not responsible for back up or security of any Customer or third party data, information, or software under this Services Agreement.
- 2.10 **Third Party Software, Hardware and Service/Suite Maintenance:** The Services do not include computer hardware, third party software, maintenance on any computer hardware, or other material that may be needed by Customer to correct or enhance operation of the Customer Equipment or for proper performance of the Services or Deliverables. Midrange may notify Customer from time to time whether hardware or software additions are required by Customer. Except as otherwise agreed in writing by the parties, Midrange shall have no obligation to supply, provide, or deliver to Customer such hardware or software, or provide maintenance on the Customer Equipment. In the event Customer desires to acquire any hardware from Midrange, Customer shall execute Midrange's standard equipment purchase agreement governing the terms of hardware acquisition supplied by Midrange and entered into between Customer and the Midrange ("Equipment Purchase Agreement"). In the event Customer desires to acquire any third party software, third party maintenance from Midrange, or any other third party materials or services ("Third Party Materials"), Customer shall execute Midrange's standard reseller agreement governing the terms of acquisition of the Third Party Materials ("Reseller Agreement"). In addition: In the event Customer desires to purchase, lease, or license as the case may be any Third Party Materials from Midrange as a reseller of such Third Party Materials, Customer shall execute any applicable documents governing the terms of use for such Third Party Materials between Customer and the third party vendor directly ("Third Party Agreements"). Customer hereby agrees and acknowledges that: (i) Customer shall be responsible for the costs in connection with acquisition of such hardware, software, and maintenance, including establishment and maintenance of telecommunication access for such hardware, software, and maintenance as needed; (ii) Customer shall be solely responsible for such hardware, software, and maintenance; and (iii) Midrange is not a party to and shall not be liable for any terms of the Third Party Agreements.

SECTION 3: PAYMENT

- 3.1 Services Fees and Payment:** Midrange shall invoice Customer for the fees specified on the Quote in consideration for the Services set forth therein ("Service Fee") on a monthly basis, either in advance or on completion of the Services, or as otherwise specified in the Statement of Work. The Service Fees are payable by Customer in accordance with the payment terms set forth in the Statement of Work. Services performed by Midrange that are not specified in a Statement of Work or are caused by Customer's failure to cooperate or failure of satisfaction of the assumptions set forth in a Statement of Work ("Out of Scope Services") will be billed at Midrange's time and material rates prevailing at the time such Out of Scope Services were rendered, or if specified, at the Out of Scope rates set forth in the Statement of Work. Customer shall pay invoices within thirty (30) days of the date of such invoice. Any invoice amount which is not paid by Customer when due shall be subject to a late charge equal to one percent (1%) for each month (or portion thereof) in which such invoiced amount is due and not paid. Customer will reimburse Midrange for all reasonable collection expenses, including reasonable attorneys' fees and court costs, for past due amounts.
- 3.2 Costs and Expenses:** In addition to the fees set forth above, Customer shall pay Midrange all reasonable costs and expenses incurred by Midrange on Customer's behalf while providing Services hereunder, including (without limitation) postage, shipping, telephone, telecommunication costs, hardware and software and reasonable travel expenses. Travel expenses shall include travel to and from Customer's site, lodging, per diem, etc.
- 3.3 Taxes:** Customer shall be responsible for any and all applicable sales, use, excise and other tax assessments associated with this Services Agreement (excluding taxes based on Midrange's net income).

SECTION 4: TERMINATION

- 4.1 Termination Limitations:** This Services Agreement shall be valid for a period of time commencing on the Effective Date and continuing until this Services Agreement is terminated or cancelled as provided in this Section 4. Statements of Work shall automatically expire upon completion of the Services and payment by Customer hereunder. This Services Agreement shall only be terminated or canceled as provided under this Section 4.
- 4.2 Termination:** Either party may terminate this Services Agreement or a Statement of Work for convenience upon thirty (30) days written notice to the other party, provided that if the Statement of Work contemplates prepaid monthly Services, then the Statement of Work shall automatically renew on a month to month basis unless terminated with thirty (30) days advance written notice to the other party prior to the end of the current monthly term.
- 4.3 Cancellation:** If a party violates its obligations under this Services Agreement or a Statement of Work the other party may cancel this Services Agreement or such Statement of Work by sending written cancellation notice describing the noncompliance to the non-complying party. Upon receiving the cancellation notice describing the noncompliance, the non-complying party shall have thirty (30) days from the date of such notice to cure any such noncompliance or begin curing such noncompliance in good faith. If such noncompliance is not cured within the required thirty (30) day period, or if the noncompliance cannot be cured within such thirty (30) day period and such party does not make a good faith effort to begin curing such noncompliance with the thirty (30) day period, the party providing cancellation notice shall have the right to cancel this Services Agreement or such Statement of Work as of the thirty-first (31st) day after the date of the cancellation notice.
- 4.4 Effect:** Termination or cancellation of this Services Agreement shall always automatically terminate or cancel this Services Agreement, each Statement of Work, and any outstanding Quotes for Services. Termination or Cancellation of a Statement of Work shall terminate or cancel such Statement of Work only.
- 4.5 Refund:** Upon termination or cancellation of this Services Agreement or a Statement of Work, Midrange shall be entitled to retain all payments rendered by Customer under this Services Agreement in anticipation of services. Customer shall pay all fees and costs incurred up to the date of termination. An attempted termination or cancellation other than as provided herein shall not terminate or cancel any payment obligation of Customer.
- 4.6 Return:** Upon termination or cancellation of this Services Agreement, Customer shall promptly return to Midrange all tangible forms of the Deliverables and any and all proprietary information, materials, software code, programs, concepts, applications, technologies, solutions, techniques, methods, processes, adaptations and ideas developed or provided by Midrange, including Midrange's Confidential Information (as defined in Section 5.2 below), whether exclusively or jointly with Customer or a third party or whether prior to this Services Agreement or during the course of providing Services hereunder, regardless of the source of funding ("Proprietary Information"), which were provided to Customer under this Services Agreement. Customer shall provide Midrange with a certificate of compliance with this Section 4.6 signed by an authorized representative of Customer.

SECTION 5: INTELLECTUAL PROPERTY

- 5.1 Ownership:** Title to the Proprietary Information, including any and all ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of Midrange. Unless otherwise stated in the Software License, title to third party Software shall remain the property of the third party software vendor. Unless otherwise expressly agreed in a Statement of Work, Customer hereby acknowledges and agrees that Customer shall not have or accrue any title or ownership interests to the Proprietary Information or any modifications thereto, including any ownership rights to patents, copyrights, trademarks and trade secrets therein. Customer hereby assigns, transfers and conveys to Midrange any and all rights, title and interests Customer may have or accrue in the Proprietary Information (except those otherwise expressly assigned to Customer by Midrange in a Statement of Work) or any modifications thereto, including, without limitation, any and all copyrights, trade secrets and patents in connection therewith.
- 5.2 Confidential Information:** The term "Confidential Information" shall mean information disclosed by the disclosing party that is identified as proprietary or confidential at the time such information comes into the possession or knowledge of the receiving party and that is not: (i) already known to the receiving party; (ii) in the public domain; (iii) conveyed to the receiving party by a third party who is not subject to restrictions to the disclosure or use of such information; (iv) independently developed by the receiving party without use of the Confidential Information; and (v) required by court order to be released by the receiving party. For purposes of this definition, all information concerning this Services Agreement, the Services, Proprietary Information and pricing information, whether disclosed prior to or after the Effective Date, shall be deemed Confidential Information of Midrange. Each party acknowledges it may have access to Confidential Information of the other party. Each party agrees to keep the Confidential Information of the other party confidential and: (i) not to disclose the Confidential Information except to employees and consultants who have a legitimate business reason to have access and who agree to maintain the confidentiality of the Confidential Information; and (ii) to take reasonable precautions, at least to the same degree of care and precautions the recipient would take to protect the confidential nature of its own information.
- 5.3 Customer Equipment:** In the event that Customer owns or has obtain rights in any software or other technology that Midrange may use while providing the Services, Customer hereby grants Midrange a non-exclusive, irrevocable, perpetual and unrestricted license to (i) use, reproduce, display, perform and modify the such technology; and (ii) prepare derivative works based on such technology for the purpose of performing the Services.
- 5.4 Modifications:** Customer shall not modify the Deliverables or allow the Deliverables to be modified without the prior written consent of Midrange. Midrange shall be discharged from any further liability or obligation to Customer with respect to modifications to the Deliverables not performed by Midrange. Any such discharge shall not affect the obligations of Customer, which shall be continuing and binding despite such discharge. In the event that the Customer Equipment is modified or no longer used by Customer, regardless of whether such modifications were recommended by

Midrange or performed by Midrange, Customer, or a third party, Midrange shall have no obligation or liability with respect to errors or operability of the Software resulting from such modifications, except as may be expressly agreed by the parties pursuant to a Statement of Work.

- 5.5 No Contest:** Neither party shall contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets of the other party.
- 5.6 Indemnification:** Company shall defend, indemnify and hold Midrange and its officers, directors, employees, and agents harmless from and against any and all claims, actions, liability, expenses, costs, or losses of any kind whatsoever, including reasonable attorneys fees arising out of: (i) negligence or willful misconduct by Customer, its employees, agents, or contractors; (ii) harm, injury, accidents, death or bodily injury; (iii) damage to or loss or destruction of any real or tangible property; (iv) third party claims of intellectual property infringement; or (v) failure of Customer to comply with the terms of this Services Agreement. Customer shall defend and settle at its sole expense all suits or proceedings arising in connection with any such claims. Midrange hereby agrees to notify Customer following receipt of any such claim and provide Customer with necessary assistance and information reasonably requested.

SECTION 6: WARRANTY AND LIMITATION OF LIABILITY

- 6.1 Services Warranty:** Midrange hereby represents and warrants that the Services shall be performed on a commercially reasonable basis in a professional manner by qualified personnel
- 6.2 Performance Warranty:** Midrange represents and warrants that the Deliverables shall materially conform to the performance capabilities, functions, and other standards as set forth in the related Statement of Work.
- 6.3 Replacement Parts:** All replacement parts provided to Customer in connection with repair service shall be as follows: replacement parts and labor will be warranted for a period of thirty (30) calendar days from the date of replacement, during which period any defective part installed by Midrange will be replaced at no additional charge. Replacement parts may be new or reconditioned to manufacturer's specifications.
- 6.4 WARRANTY LIMITATION:** The warranties contained in sections 6.1, 6.2, and 6.3 are in lieu of all other warranties under this services agreement, express, implied or statutory, including, but not limited to, implied warranties of fitness for a particular purpose and implied warranties of merchantability.
- 6.5 Express Warranty:** Customer hereby acknowledges and agrees that Midrange (including officers, employees, agents, directors, and independent contractors' of Midrange) has not granted to Customer or made any express warranties concerning the Software or the Services, except the warranties set forth in Sections 6.1, 6.2, and 6.3.
- 6.6 Remedy:** For a breach of the warranty set forth herein, Customer's sole and exclusive remedy shall be Midrange's re-performance of the Services or delivery of the Deliverables as warranted without additional fees or charges, or if Midrange is unable to perform the Services or deliver the Deliverables as warranted, Customer shall be entitled to refund of the Services Fee attributed to such Services or Deliverables.
- 6.7 Third Party Materials:** In the event Customer desires not to acquire third party computer hardware, third party software or other material that Midrange notifies Customer of as may be required to correct or enhance operation of the Customer Equipment or for proper performance of the Services or Deliverables, Midrange shall be discharged from any further liability or obligation to Customer with respect to such Services or Deliverables not performed by Midrange. Any such discharge shall not affect the obligations of Customer, which shall be continuing and binding despite such discharge.
- 6.8 Excluded Services:** Notwithstanding any other provision hereof to the contrary, Midrange is not responsible for: (i) improper use by Customer of software or hardware, including (without limitation) failure to follow the Original Equipment Manufacturer's maintenance, installation or operation instructions, or because of moves, additions, changes, repairs, modifications or other maintenance made by Customer or a third party (and not by Midrange personnel or a Midrange subcontractor) or made without Midrange's supervision or approval; (ii) a manufacturer's defect in such software or hardware or a defect or problem in software or hardware not supported by Midrange hereunder; (iii) damage occurring during shipment or arising out of failure of Customer to maintain suitable environmental conditions (including failure of air conditioning or humidity control), accident or disaster, failure or fluctuations of electrical power or unusual physical or electrical stress, static electricity, use of materials or supplies that do not adhere to manufacturer specifications, or other causes other than ordinary use; or (iv) an event described in Section 6.12.
- 6.9 Assumption of Risk:** Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically stored data, and that industry standards dictate Customer's systematic use, in conjunction with any CPU, or products which provide comprehensive back-up of data so as to prevent such loss. In addition to the risks assumed by Customer under Section 6.8, customer assumes all risk of loss of its magnetically stored data in any way related to or resulting from the services or deliverables, and customer hereby releases midrange from any liability for loss of customer's magnetically stored data, whether or not caused by midrange's negligence.
- 6.10 LIMITATION OF LIABILITY:** Midrange shall not be liable to customer or a third party under this services agreement in connection with: (i) use, performance or operation of the customer equipment; (ii) any loss of or damage to customer or third party data or information; (iii) any software or equipment malfunctions; (iv) security of the customer equipment or customer or third party data or information; or (v) any other damage caused by third party hardware or software, user errors, negligence or intentional acts of customer or third parties (including virus attacks, security breaches, or misuse).
- 6.11 LIMITATION OF DAMAGES:** Excepting liability arising out of sections 5.1, 5.2, and 5.6, neither party shall be liable to the other party under this services agreement or in connection with the services or deliverables for any lost profits, consequential, exemplary, incidental or punitive damages, regardless of the form of action, whether in contract or in tort, including negligence, and regardless of whether such party has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. The liability of midrange for any reason and for any cause of action whatsoever in connection with this services agreement shall be limited to the aggregate amount of fees incurred by customer under this services agreement and the related quote(s) or statement(s) of work under which the liability arises, or customer's actual damages, whichever is less.
- 6.12 Force Majeure:** Midrange shall not be liable for any failure to perform its obligations under this Services Agreement because of circumstances beyond the reasonable control of Midrange, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of government, transportation delays, power failure, nonperformance by a third party, nonperformance of a third party, or other events reasonably beyond the control of Midrange.

SECTION 7: GENERAL

- 7.1 Assignments:** This Services Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party. Any attempted assignment or delegation in contravention of this provision shall be void and ineffective.
- 7.2 Public Announcements:** All public announcements of the relationship of Midrange and Customer under this Services Agreement shall be subject to the prior written approval of the other party; provided however that Midrange shall have the right to publish the name of Customer as a reference as a current customer.
- 7.3 Entire Agreement:** Excepting the Statements of Work or other properly entered into addendum to this Services Agreement, this Services Agreement contains the entire understanding of the parties and supersedes previous verbal and written communications, proposals and Services Agreements between the parties concerning the subject matter hereof.
- 7.4 Amendments:** Except as provided herein, alterations, modifications or amendments of a provision of this Services Agreement shall not be binding unless such alteration, modification or amendment is in writing and signed by Midrange and Customer.


Midrange
Support & Service, Inc.

- 7.5 **Reference:** The headings and captions of this Services Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Services Agreement, or any particular section, paragraph, or provision. Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural, as the context shall require.
- 7.6 **Counterparts:** This Services Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.
- 7.7 **Governing Law:** This Services Agreement shall be governed by the laws of the State of Florida without regard to any rules of conflict or choice of laws, which require the application of laws of another jurisdiction, and exclusive venue shall be Palm Beach County, Delray Beach, Florida.
- 7.8 **Notice:** Notices shall be in writing. Notices shall be deemed delivered when delivered by Certified or Registered Mail – Return Receipt Requested, by commercial express delivery service or by hand to the address set forth in the opening paragraph for Midrange or Customer (as applicable). Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt and in the case of commercial express delivery by electronic or written delivery confirmation.
- 7.9 **Waiver:** Waiver of breach of this Services Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Services Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Services Agreement shall not be binding unless such waiver is in writing and signed by the waiving party.
- 7.10 **Severability:** If a provision of this Services Agreement is rendered invalid, void or unlawful, the remaining provisions shall remain in full force and effect.
- 7.11 **Relationship:** Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.
- 7.12 **No Solicitation:** Customer shall not induce or solicit (directly or indirectly) any Midrange employee or associate to leave the employment of Midrange or engage the services of any employee, independent contractor or associate without the prior written consent of Midrange.
- 7.13 **Dispute Resolution:** In connection with a dispute arising out of or relating to this Services Agreement, the parties shall attempt in good faith to resolve such dispute promptly by negotiation through an authorized officer with the authority necessary to settle the controversy. Negotiations shall be commenced by written notice being delivered by a party to the other party. The parties are obligated to promptly meet after delivery of such notice at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within sixty (60) days of receipt of written notice, Midrange and Customer agree that any dispute shall be settled exclusively by final and binding arbitration in accordance with the rules of the American Arbitration Association held in Palm Beach County, Florida. The arbitration proceeding shall be conducted by a panel of three (3) neutral arbitrators, all of whom shall be a member of the Bar of any State and shall be experienced in intellectual property and computer law matters. By entering into this Services Agreement, Midrange and Customer each waive the right to adjudicate claims arising out of or relating to this Services Agreement in a judicial forum and opt instead to arbitrate these claims. The arbitration decision shall be final and enforceable in a court of competent jurisdiction, provided that the arbitrator(s) have given a written opinion setting forth the reasons for the decision. Any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall not have the authority to award punitive damages. The prevailing party shall pay the other party's legal expenses directly related to the subject arbitration. The arbitration procedure, as well as its outcome, shall be kept confidential to both parties to this Services Agreement. Notwithstanding the foregoing, either party may seek equitable remedies in any court of competent jurisdiction located in Florida to protect its intellectual property or Confidential Information.
- 7.14 **Equitable Remedies:** The parties hereby acknowledge that in certain cases damages at law may be an inadequate remedy. In addition to all other remedies that may be available at law or equity, each party shall have the right of specific performance, injunction or other equitable remedy in the event of a breach or threatened breach of this Services Agreement.
- 7.15 **Survivability.** Sections 2.9, 2.10, 3, 4.5, 4.6, 5, 6.4, 6.6, 6.8, 6.9, 6.10, 6.11, 6.12, and 7 shall survive the termination or expiration of this Services Agreement.

IN WITNESS WHEREOF, as of the Effective Date the parties have entered into this Services Agreement by their duly authorized representatives with full rights, power, and authority to enter into and perform this Services Agreement.

City of Lake Worth :

Signature: _____

Title: _____

Print Name: _____

Date: _____

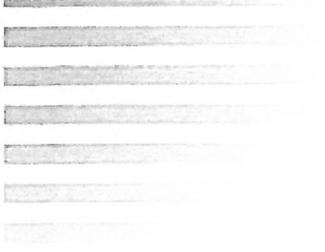
MIDRANGE SUPPORT & SERVICE, INC. SUPPORT & SERVICE, INC.:

Signature: _____

Title: PRESIDENT _____

Print Name: STEVE MARINAK _____

Date: _____



Midrange
Support & Service, Inc.



**PALM BEACH COUNTY
LOCAL BUSINESS TAX RECEIPTS**

IFB #16-109



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel (561) 355-2264

****LOCATED AT****

**1122 E ATLANTIC AVE STE C
 DELRAY BEACH, FL 33483-6965**

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT # DATE PAID	AMT PAID	BIL. #
45-9053 MISC MERCHANDISE SALES	MIDRANGE SUPPORT & SERVICE INC		B15 B70013 - 08/31 15	\$33.00	B40156532

This document is valid only when received by the Tax Collector's Office

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2015/2016 LOCAL BUSINESS TAX RECEIPT**

B2 - 1635

MIDRANGE SUPPORT & SERVICE INC
 MIDRANGE SUPPORT & SERVICE INC
 1122 E ATLANTIC AVE STE C
 DELRAY BEACH, FL 33483-6965



**LBTR Number: 199614571
 EXPIRES: SEPTEMBER 30, 2016**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353 West Palm Beach, FL 33402-3353
 www.pbctax.com Tel (561) 355-2264

****LOCATED AT****

1122 E ATLANTIC AVE STE C
 DELRAY BEACH, FL 33483-6965

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT # DATE PAID	AMT PAID	BILL #
61 0013 COMPUTER SERVICES	MIDRANGE SUPPORT & SERVICE INC		B14 2115250 08/05/15	\$33.00	B4 196476

This document is valid only when received by the Tax Collector's Office

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2015/2016 LOCAL BUSINESS TAX RECEIPT**

B3 - 580

MIDRANGE SUPPORT & SERVICE INC
 MIDRANGE SUPPORT & SERVICE INC
 1122 E ATLANTIC AVE STE C
 DELRAY BEACH, FL 33483-6965



**LBTR Number: 199614570
 EXPIRES: SEPTEMBER 30, 2016**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353 West Palm Beach, FL 33402-3353
 www.pbctax.com Tel (561) 355-2264

****LOCATED AT****

1122 E ATLANTIC AVE STE C
 DELRAY BEACH, FL 33483-6965

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT # DATE PAID	AMT PAID	BILL #
45-9053 MISC MERCHANDISE SALES	MIDRANGE SUPPORT & SERVICE INC		B14 1331520 08/04/14	\$33.00	B4 196476

This document is valid only when received by the Tax Collector's Office

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2014/2015 LOCAL BUSINESS TAX RECEIPT**

B3 - 746

MIDRANGE SUPPORT & SERVICE INC
 MIDRANGE SUPPORT & SERVICE INC
 1122 E ATLANTIC AVE STE C
 DELRAY BEACH, FL 33483-6965



**LBTR Number: 199614571
 EXPIRES: SEPTEMBER 30, 2015**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



WORKERS COMP INSURANCE

IFB# 16-109

79 (Policy Provisions: WC 00 00 00 B)

96

LD INFORMATION PAGE

WEC WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: TWIN CITY FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 14974

Company Code: 7



POLICY NUMBER:

22 WEC LD9679

Previous Policy Number:

22 WEC LD9679

HOUSING CODE: SA

Suffix	
LARS	RENEWAL
	05

1. **Named Insured and Mailing Address:** MIDRANGE SUPPORT & SERVICE, INC.
(No., Street, Town, State, Zip Code)

FEIN Number: 650633981

1122 E ATLANTIC AVE STE C
DELRAY BEACH, FL 33483

State Identification Number(s):

The Named Insured is: CORPORATION

Business of Named Insured: TECHNOLOGY SERVICE PROVIDER

Other workplaces not shown above: SEE ATTACHED SCHEDULES

2. **Policy Period:** From 02/19/15 To 02/19/16
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: ISU-SADLER & COMPANY

Producer's Code: PO DRAWER 5866
COLUMBIA, SC 29250
291018

Issuing Office: THE HARTFORD
8711 UNIVERSITY EAST DRIVE
CHARLOTTE NC 28213
(877) 853-2582

Total Estimated Annual Premium: \$970

Deposit Premium: N/A

Policy Minimum Premium: \$332 FL (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Suean O. Castaneda

Authorized Representative

12/20/14

Date

INFORMATION PAGE (Continued)

Policy Number: 22 WEC LD9679

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: FL

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$1,000,000	each accident
Bodily injury by Disease	\$1,000,000	policy limit
Bodily injury by Disease	\$1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, US TERRITORIES, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 99 00 05 WC 00 03 08 WC 00 03 13 WC 00 04 21C WC 00 04 22A
SEE ENDT

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis		Estimated Annual Premium
	Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	

(SEE ATTACHED SCHEDULES)

WAIVER OF SUBROGATION (0930)			250
INCREASED LIMITS PART TWO (9812) 1.40 PERCENT			5
TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)			115
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			720
EXPENSE CONSTANT (0900)			200
TERRORISM (9740)	250,300	.020	50
TOTAL ESTIMATED ANNUAL PREMIUM			970

Total Estimated Annual Premium:	\$970
Deposit Premium:	N/A
Policy Minimum Premium:	\$332 FL (INCLUDES INCREASED LIMIT MIN. PREM.)

Interstate/Intrastate Identification Number:

Labor Contractors Policy Number:

NAICS: 541519
SIC: 7379



SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: TWIN CITY FIRE INSURANCE COMPANY

Company Code: 7

Policy Number: 22 WEC LD9679 **Schedule Number:** 01-09-01

Effective Date: 02/19/15 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

MIDRANGE SUPPORT & SERVICE, INC.
1122 EAST ATLANTIC AVENUE (WOS)
DELRAY BEACH FL 33483

NAICS: 541519
SIC: 7379

FEIN: 650633981

UIN:

NO. OF EMPL: 000004

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis		
	Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8803 COMPUTER SYSTEM DESIGNERS OR PROGRAMMERS: TRAVELING	250,300	.14	350

WAIVER OF SUBROGATION (0930)
2.00 PERCENT OF PREMIUM

7

Countersigned by _____ Authorized Representative



SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: TWIN CITY FIRE INSURANCE COMPANY

Company Code: 7

Policy Number: 22 WEC LD9679 **Schedule Number:** 01-09-02

Effective Date: 02/19/15 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

MIDRANGE SUPPORT & SERVICE, INC.
9551 WEST SAMPLE ROAD (WOS)
CORAL SPRINGS FL 33065

NAICS: 541519

FEIN: 650633981 **UIN:**

SIC:

NO. OF EMPL: 000001

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis		Estimated Annual Premium
	Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	
8803 COMPUTER SYSTEM DESIGNERS OR PROGRAMMERS: TRAVELING	IF ANY	.14	
WAIVER OF SUBROGATION (0930) 2.00 PERCENT OF PREMIUM			0
TOTAL CLASS PREMIUM			350
FL WAIVER OF SUBROGATION (0930) MINIMUM PREMIUM			250
INCREASED LIMITS PART TWO (9812) 1.40 PERCENT TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)			5
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			720
EXPENSE CONSTANT (0900)			200
TERRORISM (9740)	250,300	.020	50
TOTAL ESTIMATED ANNUAL PREMIUM			970

Countersigned by _____ Authorized Representative

Midrange
Support & Service, Inc.



AUTOMOBILE INSURANCE

IFB# 16-109

State Farm Mutual Automobile Insurance Company

7401 Cypress Gardens Blvd
Winter Haven, FL 33888-0007



AT1 POLICY NUMBER A-2742 A
MID RANGE SUPPORT & SERVICE
INC
1122 E ATLANTIC AVE STE C
DELRAY BEACH FL 33483-6965



2000 0001

Policy Number 646 5903-F01-59A
Policy Period December 01, 2015 to June 01, 2016

Vehicle:
2008 FORD F150

Principal Driver:
STEPHEN MARINAK

AUTO RENEWAL

PREMIUM PAID: \$999.76

DO NOT PAY

Your premium is billed through the State Farm Payment Plan

State Farm Payment Plan Number: 0044200119

Your State Farm Agent

STEVE MULLER INSURANCE AGY INC

Office 561-622-1412

Address 3900 MILITARY TRL STE 400
JUPITER, FL 33458 2872

If you have a new or different car, have added any drivers, or have moved please contact your agent.

IMPORTANT NOTICE: Under No-Fault Coverage, the only medical expenses we will pay are reasonable medical expenses that are payable under the Florida Motor Vehicle No-Fault Law. The most we will pay for such reasonable medical expenses is 80% of the "schedule of maximum charges" found in the Florida Motor Vehicle No-Fault Law and in the Limits section of the Florida Car Policy's No-Fault Coverage.

Location used to determine rate charged-699 W GAINES ST # 245, TALLAHASSEE FL 32304-4377.

Based on your driving record, you have our Accident-Free Discount for preferred customers.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number 646 5903 F01 59A
Prepared October 12 2015
Form 1004933

Page number 1 of 5

144211 2/0 09-15 2012



Because "never" happens all the time.

There was a time you said you'd "never" get married and "never" have kids. And then? They became the things in life you never want to be without. Let your State Farm agent help you protect them. It's why State Farm is there.

Call your State Farm agent today

VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect or if there are any changes, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used? <i>National average: 12,000 miles driven annually per vehicle</i>
2008 FORD F150	1FTPW12V88KB31821	STEPHEN MARINAK, a single male who will be age 20 as of December 01, 2015	To Work, School or Pleasure. Driven over 7,500 miles annually.

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

- 2011 VOLVO V50
- 2003 HONDA ELEMENT
- 2014 MERCEDES E350
- 1965 CHEVROLET SUBURBAN
- 2012 BMW 328i

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience

annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

DRIVER INFORMATION

Assigned Driver(s)

The following driver(s) are assigned to the vehicle(s) on this policy:

Name	Age as of December 01, 2015	Gender	Marital Status	Good Student
STEPHEN MARINAK	20	Male	Single	Current Student

Other Household Driver(s)

In addition to the Principal Driver(s) and Assigned Driver(s), your premium may be influenced by the drivers shown below and other individuals permitted to drive your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that most frequently drive other vehicles in your household:

- STEPHEN MARINAK
- RYAN DIETRICH
- INGRID MARINAK
- MELISSA MARINAK

Principal Driver & Assigned Drivers

For each automobile, the Principal Driver is the individual who most frequently drives it.

Each driver is designated as an Assigned Driver on the household automobile that he or she most frequently drives.

Your premium may be influenced by the information shown for these drivers.

COVERAGE AND LIMITS See your policy for an explanation of these coverages.

A	Liability	
	Bodily Injury 500 000/500 000	
	Property Damage 500 000	\$596.54
P10	No Fault	\$61.17
D	500 Deductible Comprehensive	\$55.56
G	500 Deductible Collision	\$197.65
H	Emergency Road Service	\$1.60
R1	Car Rental & Travel Expense	
	80% Per Day \$500 Max	\$13.92
U3	Uninsured Motor Vehicle	
	Bodily Injury 100 000/300 000	\$73.32
Total Premium		\$999.76

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

IMPORTANT INFORMATION ABOUT UNINSURED MOTOR VEHICLE COVERAGE

Now is a good time to consider either adding Uninsured Motor Vehicle Coverage or increasing your limits for this coverage. This coverage protects you, your resident family members and your passengers in the event of bodily injury sustained in an accident for which an unidentified uninsured or underinsured driver is legally liable. You have the right to choose one of these options:

a. select stacking coverage (U) with any available limits up to your bodily injury liability coverage limits, which means that if more than one Uninsured Motor Vehicle Coverage applies, the limits for the applicable coverages may be added together. (Stacking is not available for policies with a named insured that is not a natural person.)

b. select, at a reduced premium, non-stacking coverage (U3) with any available limits up to your bodily injury liability coverage limits, which means the Uninsured Motor Vehicle Coverage limits are not added together in most

circumstances. The non-stacking coverage on this policy is not available to persons injured while occupying a motor vehicle owned by you or a resident family member which is not insured for uninsured motorist coverage by this policy, or to reject this coverage entirely.

Please contact your State Farm agent if you wish to change coverage.

IMPORTANT INFORMATION ABOUT PREMIUM SAVINGS FOR NO-FAULT COVERAGE

(Coverage P - Personal Injury Protection Insurance)
For personal injury protection insurance, the named insured may elect a deductible and to exclude coverage for loss of gross income and loss of earning capacity ("lost wages"). These elections apply to the named insured alone, or to the named insured and all dependent resident relatives. A premium reduction will result from these elections. The named insured is hereby advised not to elect the lost wage exclusion if the named insured or dependent resident relatives are employed, since lost wages will not be payable in the event of an accident.

Please contact your agent for information about No-Fault premium savings.



LIABILITY INSURANCE

IFB# 16-109



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2015

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 Sadler & Company, Inc. dba ISU-Sadler & Company P. O. Drawer 5866 Columbia, SC 29250-5866 John M. Sadler		CONTACT NAME: Samantha Freeman PHONE (A/C, No, Ext): 800-622-7370 FAX (A/C, No): 803-256-4017 E-MAIL ADDRESS: insurance@sadlerco.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford Casualty Insurance Co	29424
		INSURER B: Twin City Fire Insurance Co.	29459
		INSURER C: ACE American Insurance Co.	22667
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		22SBMCO5526	12/01/2015	12/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Emp Ben. \$ Excluded
A	AUTOMOBILE LIABILITY		22SBMCO5526	12/01/2015	12/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		22WECLD9679	02/19/2015	02/19/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E L DISEASE - EA EMPLOYEE \$ 1,000,000
						E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof. Liability		G24979842006	12/03/2015	12/03/2016	Occurrence 1,000,000
	Deductible: \$5,000					RETROACTIVE DATE: 12/03/2009

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Sample

CERTIFICATE HOLDER **CANCELLATION**

Proof of Coverage XXXXXX XXXXXX, XX XXXXX	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 
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IBM CERTIFICATIONS FOR INSTALLATION ENGINEER

IFB # 16-109

<u>Location name</u>	<u>First name</u>	<u>Last name</u>	<u>Certification description</u>	<u>Achieved Date</u>	<u>Certification type</u>
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified Technical Sales Specialist - Power Systems with POWER8 Scale-out V1	5/6/2015	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified System Administrator - IBM Lotus Sametime 8.5	2/19/2015	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Notes and Domino Sales Professional v3	9/5/2014	Sales
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified Technical Sales Expert - Power Systems with POWER7 -v2	3/5/2014	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified Technical Sales Specialist - Power Systems with POWER7 and IBM i -v2	3/5/2014	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified Technical Sales Specialist - Power Systems with POWER7 and AIX & Linux -v2	2/27/2014	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified Associate - Notes and Domino	4/16/2013	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified Associate - Notes and Domino	4/16/2013	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified Associate - Social Software and Unified Communications	2/25/2013	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	Lotus Symphony Technical Sales Professional v1	2/4/2013	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Lotus Notes & Domino Sales Professional v2	7/16/2012	Sales
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	ICS Social Software Sales Professional v2	7/16/2012	Sales
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified Technical Sales Specialist - Power Systems with POWER7 and AIX - v1	6/26/2012	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified Sales Expert - Power Systems with POWER7 - v1	6/7/2012	Sales
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified Sales Specialist - Power Systems with POWER7 and AIX - v1	6/7/2012	Sales
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified Sales Specialist - Power Systems with POWER7 and AIX - v1	7/21/2011	Sales
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	Lotus Notes & Domino Solution Sales Professional v1	4/13/2011	Sales
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	Lotus Notes & Domino Solution Sales Professional v1	4/13/2011	Sales
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	Lotus XPages Technical Sales Professional v1	4/13/2011	Sales
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Lotus Notes & Domino Technical Sales Professional v2	4/12/2011	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Lotus Notes & Domino Technical Sales Professional v2	4/5/2011	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	Social Software and Unified Communications Sales Professional v1	4/5/2011	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified System Administrator - IBM Lotus Sametime 8.0	5/17/2010	Sales
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified Specialist - Power Systems Sales for IBM i Operating System	5/11/2010	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified Specialist - Power Systems Technical Support for i	5/29/2009	Sales
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	IBM Certified Specialist - iSeries Solution Sales eServer i5 and i5/OS V5R3	11/4/2008	Technical
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	Sales Training - IBM System i IP Te	3/28/2008	Sales
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen	System i IP Telephony Sales Training Exam V1.0	12/6/2006	No
Midrange Support & Service, Ir Sherri	Dubin-Nordeen	Dubin-Nordeen		12/6/2006	No

Midrange
Support & Service, Inc.



STATE OF FLORIDA ANNUAL REPORT DOCUMENTS

IFB#16-109

State of Florida

Department of State

I certify from the records of this office that MIDRANGE SUPPORT & SERVICE, INC. is a corporation organized under the laws of the State of Florida, filed on December 11, 1995, effective January 2, 1996.

The document number of this corporation is P95000094757.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 26, 2016, and that 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-sixth day of January,
2016*



Ken Detjen
Secretary of State

Tracking Number: CC3847400197

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2015 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P95000094757

Entity Name: MIDRANGE SUPPORT & SERVICE, INC

Current Principal Place of Business:

1122 EAST ATLANTIC AVENUE
SUITE C
DELRAY BEACH, FL 33483

Current Mailing Address:

1122 EAST ATLANTIC AVENUE
SUITE C
DELRAY BEACH, FL 33483 US

FEI Number: 65-0633981

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MARINAK MELISSA S
1122 EAST ATLANTIC AVENUE
SUITE C
DELRAY BEACH, FL 33483 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent or both in the State of Florida

SIGNATURE

Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title	DIR	Title	PRES
Name	MARINAK MELISSA S	Name	MARINAK STEVE
Address	1122 EAST ATLANTIC AVENUE SUITE C	Address	1122 EAST ATLANTIC AVENUE SUITE C
City-State-Zip	DELRAY BEACH FL 33483	City-State-Zip	DELRAY BEACH FL 33483

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607 Florida Statutes and that my name appears above or on an attachment with all other like empowered

SIGNATURE STEVE MARINAK **CEO & PRESIDENT** **01/14/2015**

Electronic Signature of Signing Officer/Director Detail Date



FINANCE OFFICE

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1674

Addendum No. 1
IFB 16-109

PURCHASE IBM POWER 8 SYSTEM

Each recipient of this Addendum No. 1 to the Invitation for Bid (IFB) who responds to the IFB acknowledges all of the provisions set forth in the IFB and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the above referenced IFB.

CLARIFICATION:

- 1) You list a model tape drive that is LTO 6 with LTO 7 tape cartridges. Can I assume you want LTO 7?
A: Tape drive & cartridges LTO 7
- 2) What is the IBM OS level of the current IBM 520? If it is at V5R4 then there is much more work that needs to be done.
A: Current OS V7R1
- 3) Page 3 or 18 requests Quantity 15 tape cartridges; however, page 13 or 18 requests 20 tape cartridges.
A: Update bid to provide line item for 15 tapes and add a second line item for an additional 5 tapes as optional.
- 4) There is no line item on page 13 or 18 for the rental tape drive required for migration of data. If not included, a vendor may overlook this critical item.
A: A note was included on page 3 that states the following:

Note: Backup tape LT03 presently being used, vendor must include compatible tape drive to facilitate the migration.
- 5) Install the tape attachment cards, in the existing system, to allow for connectivity to the rental tape drive
A: Include with proposed installation and migration plan.

6) Configure and get Operations Console working with the new system? Sometimes this is a simple step, other times it requires an hour or more at the IBM i control panel to reconfigure the system (using the buttons) to recognize the console.

A: Include with proposed installation and migration plan.

7) Will you be transferring the licenses from the current IBM 9406-520?

A: All software must be migrated to the IBM Power 8 System.

Software licensing information attached.

File name: Lake Worth IBM 520 Software Licensing Information (see separate attachment)

8) What is the serial number for the IBM 9406-520?

A: 10-7C6ED

9) Can we get a rack config for the IBM 9406-520?

A: File attached.

File name: Lake Worth IBM 520 System Configuration (see separate attachment)

10) What version of the SunGard App are you currently on?

A: Naviline Version 9.1.15.2

11) Will you be upgrading Naviline Intel server?

A: No

12) If yes, will someone from your IT staff perform that service?

A: N/A

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the IFB documents and therefore must be executed and submitted with you proposal.

Issued By: City of Lake Worth
Finance Office
January 25, 2016

Signed By: Hirut Darge
Hirut Darge
Purchasing Agent

PROPOSER/Company

Company Name: MIDRANGE SUPPORT + SERVICE

Signed By: [Signature] Print Name: STEVE MARWALC

Title: President Date: 1-25-2016



AGENDA DATE: March 1, 2016, Regular Meeting

DEPARTMENT: Water Utilities

EXECUTIVE BRIEF

TITLE:

Agreement with Everglades Contracting, LLC for construction of the 11th Avenue South and South F Street Watermain project

SUMMARY:

The Agreement authorizes construction of watermain upgrades, fire hydrants and site restoration along 11th Avenue South and South F Streets by Everglades Contracting, LLC.

BACKGROUND AND JUSTIFICATION:

The 11th Avenue South right of way is currently unimproved. This project will upgrade the watermain before the construction of a greenway by Public Services through a separate project. The project is being directly funded through Water Utilities capital improvement funds. The project will include site restoration to the existing conditions prior to start of the separate greenways project.

The City received ten bids in response to its Invitation to Bid, IFB 16-101, and Everglades Contracting, LLC, a Fort Lauderdale based contractor, was the lowest, responsive, and responsible bidder for an amount of \$362,040.

MOTION:

I move to approve/disapprove the Agreement with Everglades Contracting, LLC, for a total amount of \$362,040.

ATTACHMENT(S):

- A. Fiscal Impact Analysis
- B. Award Letter with Bid Tabulation
- C. Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	362,040	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	362,040	0	0	0	0

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

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

Water Utilities						
Account Number	Account Description	Contract Amount	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
402-7034-533.63-60	Water Utility Service / Improve other than Build-Mains	\$362,040	MP-0601	\$1,664,072	-\$362,040	\$1,302,032

C. Department Fiscal Review: Larry Johnson
 Finance Review: Corinne Elliott



URS a Wholly-Owned
Subsidiary of AECOM
7800 Congress Avenue
Suite 200
Boca Raton, FL 33487-1350
www.aecom.com

561 994 6500 tel
561 994 9524 fax

January 19, 2016

Larry A. Johnson
Water and Sewer Utilities Director
City of Lake Worth
301 College Street
Lake Worth, Florida 33461

**SUBJECT: 11th Avenue South and South F Street Watermain
City of Lake Worth Bid IFB 16-101
Bid Award Recommendation Letter**

Dear Mr. Johnson:

As requested, URS reviewed the bids for the subject project. The bid tabulation table attached provides the bid amount of each bidder. The lowest responsible bidder is Everglades Contracting, LLC. with bid in the amount of \$362,040.00.

Everglades Contracting, LLC. provided the following required documents:

- (a) Bid Security in the form of bid Bond for 5% of the Total Bid amount.
- (b) Unit Price Schedule on Page(s) 00300-5 to 00300-6
- (c) Trench Safety Affidavit on Page(s) 00300-7
- (d) Schedule of Subcontractors Page(s) 00300-8
- (e) Schedule of Suppliers, Equipment and Materials Page(s) 00300-9
- (f) Sworn Statements Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes on Page(s) 00300-10 to 00300-11
- (g) Certification of Drug Free Workplace Program Page 00300-12

URS further evaluated the documents provided by Everglades Contracting, LLC. Based on URS's evaluation, Everglades Contracting, LLC. appears to be qualified to execute the 11th Avenue South and South F Street Watermain construction project and URS recommends the City to award the Contract to the lowest bidder Everglades Contracting, LLC.

We appreciate the opportunity to work with you on this project and please do not hesitate to contact me for any additional information. I can be reached at 561-862-1062 office, 561-866-7482 or via email at ana.demelo@aecom.com.

Respectfully,

URS CORPORATION SOUTHERN

Ana C. Valenca DeMelo, P.E., D.WRE
Project Manager

Attachment: Bid Tabulation Table

BID TABULATION SHEET
CITY OF LAKE WORTH 11th AVENUE SOUTH AND SOUTH F STREET PROJECT
CITY OF LAKE WORTH BID IFB 16-101
BID OPENED ON JANUARY 7, 2016 AT 3:00PM

Certified as Correct: <i>[Signature]</i>		Bidder							Date: 1/14/2016	
Description	Everglades Contracting LLC	T.V. Diversified	Johnson-Davis Inc.	B&B Underground Construction, Inc.	Southern Underground Industries	Foster Marine Contractors, Inc.	Sun Up Enterprises	DP Development of the Treasure Coast, LLC	V Engineering & Consulting Corp.	Luna Development Corp.
General Conditions	\$ 118,800.00	\$ 111,993.35	\$ 122,250.00	\$ 135,650.00	\$ 132,200.00	\$ 115,450.00	\$ 137,000.00	\$ 132,350.00	\$ 119,000.00	\$ 160,293.15
Water Utility	\$ 199,260.00	\$ 200,655.50	\$ 219,600.00	\$ 235,320.00	\$ 247,210.00	\$ 270,270.00	\$ 286,665.00	\$ 274,110.00	\$ 400,000.00	\$ 307,470.31
Roadway	\$ 41,200.00	\$ 58,519.00	\$ 50,240.00	\$ 43,480.00	\$ 53,568.00	\$ 59,260.00	\$ 55,120.00	\$ 79,675.00	\$ 48,420.00	\$ 112,935.20
Pavement Markings & Signage	\$ 2,780.00	\$ 3,346.25	\$ 1,860.00	\$ 3,260.00	\$ 2,189.00	\$ 3,940.00	\$ 3,905.00	\$ 2,507.45	\$ 950.00	\$ 2,515.10
GRAND TOTAL BASE BID	\$ 362,040.00	\$ 374,514.10	\$ 393,950.00	\$ 417,710.00	\$ 435,167.00	\$ 448,920.00	\$ 482,690.00	\$ 488,642.45	\$ 568,370.00	\$ 583,213.76

Notes:
 Engineer's Opinion of Probable Construction Cost: \$400,000.00
 Average Bid: \$455,521.73
 Lowest Bid: \$362,040.00

00500
AGREEMENT

THIS AGREEMENT is dated and will be effective on the ____ day of ____ in the year 20__, by and between the **City of Lake Worth** (hereinafter called OWNER) and **Everglades Contracting LLC** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Installation of approximately 2,300 LF and 300 LF of 8-inch and 4-inch, respectively, of PVC C-900 water main;
- Installation of Approximately 300 LF, 130 LF and 50 LF of 8-inch, 6-inch and 4-inch, respectively, of DIP water main;
- Installation of fire hydrants, valves, and appurtenances; and
- Site restoration.

ARTICLE 2. ENGINEER

The Project has been designed by URS Corporation Southern, 7800 Congress Avenue, Suite 200 Boca Raton, FL 33487, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within **60 calendar days** from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **80 calendar days** from the date when the Contract Time commences to run.

3.2 All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.3 LIQUIDATED DAMAGES: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay

(but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Three Hundred 00/100 dollars (\$300.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

4.1 An amount equal to the sum of the established unit price for each separately identified item on the Unit Price Schedule times the estimated quantity of that item:

TOTAL OF ALL UNIT PRICES Three Hundred Sixty Two Thousand and Forty Dollars
(\$ 362,040)

(figures)

(words)

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered 1 to 30

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in Division 1: General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

90% of Work completed.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

95% of the work complete after the Contractor has completed over 50% of the Work.

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

5.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, and settlement of all claims, including liquidated damages, if any, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6. (This Article left blank intentionally)

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to include OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Requirements of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely, if any.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface of physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the

General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement consisting of eight (8) pages.

8.2 Exhibits to this Agreement identified as: Contractor's Corporate Resolution; Contractor's Certificate of Insurance; inclusive.

8.3 Performance Bond and Payment Bond consisting of 4pages (plus Power of Attorney Forms as applicable).

8.4 Notice of Award and Notice to Proceed.

8.5 General Conditions consisting of 34 pages.

8.6 Supplementary Conditions consisting of 8 pages.

8.7 Bidding Requirement as listed in the table of contents of the Project Manual.

8.8 Project Manual consisting of 345 pages.

8.9 Construction Drawings not attached hereto.

8.10 Addenda numbers 1 to 2 inclusive.

8.11 CONTRACTOR's Bid consisting of 52 pages.

8.12 Documentation submitted by CONTRACTOR prior to Notice of Award.

8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.

8.14 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

8.15 Notice of Compliance with Chapter 556, Florida Statutes, consisting of 1 page.

8.16 Any other document attached hereto or incorporated herein.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.6 In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.7 Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

9.9 The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.11 The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the Owner all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

ARTICLE 10. INDEMNIFICATION

10.1 Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers, and employees for liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

10.2 It is the specific intent of the parties hereto that the foregoing indemnification complies with section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

10.3 Nothing in the Contract Documents shall be construed or interpreted as consent by the OWNER to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in section 768.28, Florida Statutes.

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SIGNATURE PAGE FOLLOWS

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AGENDA DATE: March 1, 2016, Regular Meeting

DEPARTMENT: Water Utilities

EXECUTIVE BRIEF

TITLE:

Purchase and Sale Agreement with Granite and Marble World Inc. for additional right-of-way needed for Boutwell Road Phase 1 improvements

SUMMARY:

Authorize purchase of additional right-of-way needed for the Boutwell Road Phase 1 improvements to the Park of Commerce, for the purchase price of \$8,600.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth authorized the design of Phase 1 improvements to Boutwell Road within the Park of Commerce on January 1, 2014. The design of the road improvements requires the acquisition of additional right-of-way along the corridor. This purchase agreement provides for acquisition of right-of-way at the northwest corner of Boutwell Road and Joyce Road that is needed for roadway improvements.

Acquisition of necessary right-of-way is required for the construction of this project.

MOTION:

I move to approve/disapprove the purchase and sale agreement with Granite and Marble World, Inc. for acquisition of additional right-of-way for the purchase price of \$8,600.

ATTACHMENT(S):

Fiscal Impact Analysis
Purchase and Sale Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$8,600	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$8,600	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Water Utilities

Account Number	Account Description	Contract Amount	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
304-5020-541.63-15	Park of Commerce / Improve other than Build-Infrastructure	\$8,600	Not available	\$8,590,446	-\$8,600	\$8,581,846

D. Department Fiscal Review: Larry Johnson
 Finance Review: Corinne Elliott

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made this ____ day of _____, 2016, by and between **Granite & Marble World Inc.** ("Seller"), and **City of Lake Worth**, a Florida corporation ("Buyer"). Seller and Buyer may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WITNESSETH:

Seller is the owner of certain property referred to as Parcel 2 located on **Boutwell Rd., Lake Worth, FL** which is described on **Exhibit A** attached to and by reference made a part of this Agreement (the "Property"). The Parties agree to the sale and purchase of the Property on the terms and conditions which are set forth in this Agreement. The Effective Date of this Agreement shall be the date upon which the last Party fully executes this Agreement (the "Effective Date") and that date shall be inserted in the blank space at the top of this page.

In consideration of the mutual promises and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. PURCHASE AND SALE

1.1 Subject to all of the terms and conditions of this Agreement, Seller will sell the Property to the Buyer and the Buyer will purchase the Property from the Seller, together with all appurtenances, rights, easements, rights of way, permits, licenses and approvals incident or appurtenant to the Property.

2. PURCHASE PRICE

2.1 The purchase price for the Property (the "**Purchase Price**") is **Eight Thousand Six Hundred Dollars (\$8,600.00)**, subject to the adjustments and prorations as set forth in this Agreement.

2.2 Payment. Payment of the Purchase Price is to be made as follows:

A. Buyer shall deliver an initial earnest money deposit of **One Thousand Dollars (\$1,000.00)** (the "Initial Deposit" to **William P. Doney, Esq. of Caldwell Pacetti, Edwards Schoech & Viator, LLP** (the "**Escrow Agent**") within **five (5)** business days after the Effective Date.

B. Buyer shall deliver an additional earnest money deposit of **NOT APPLICABLE** to the Escrow Agent (the "**Additional Deposit**") within **ten (10)** business days after the Effective Date.

C. At Closing, Buyer shall deliver to Escrow Agent, acting as the "Closing Agent", the balance of the Purchase Price, subject to adjustment for the prorations as provided in

this Agreement, via federal wire transfer in immediately available funds to a bank account designated by Escrow Agent.

The Earnest Money will be placed and held in escrow by the Escrow Agent in a non-interest bearing account at a banking institution acceptable to Buyer. The Earnest Money shall be non-refundable, if this Agreement has not been terminated by Buyer, as provided in Section 4; provided, however, that in the event of Seller's default or inability to perform its obligations pursuant to this Agreement (including, without limitation, its obligation to obtain the Approvals), the Escrow Agent will be authorized to disburse the Earnest Money, together with interest on the Earnest Money, as Buyer directs.

3. CLOSING OF TITLE

3.1 Closing Date. The closing (the "**Closing**") shall occur **NO LATER THAN THIRTY (30) days** from the effective date of this Agreement. Closing shall occur "by mail", through an escrow procedure through the Closing Agent.

4. TITLE TO AND CONDITION OF THE PROPERTY

A. Conveyance of the Property. Seller shall convey title to the Property to Buyer by Warranty Deed (the "**Deed**"), sufficient to permit **Old Republic Title Insurance** (the "**Title Company**") to insure that there has been conveyed to Buyer good and marketable title to the Real Property, subject to the Permitted Encumbrances (defined in this Agreement).

4.2 Title Defect

A. During the Inspection Period, Buyer shall order and deliver or cause to be delivered to Seller: (a) a current commitment for an Owner's Policy of Title Insurance issued by the Title Company, whereby the Title Company commits to issue its title policy, written in accordance with this Agreement (the "**Commitment**"); and (b) copies of all instruments shown on Schedule B of the Commitment. The Commitment shall describe the Property; shall list Buyer and Buyer's lender (if any) as the prospective named insureds; shall show as the policy amount the Purchase Price; and shall contain the commitment of the Title Company to insure Buyer's fee simple interest in the Property upon the Closing. The Commitment shall show the status of the title of the Property and all exceptions that would appear in the Title Policy. Any items or exceptions to title that are accepted or waived in writing or deemed to have been accepted or waived by Buyer pursuant to the terms of this Agreement are referred to in this Agreement as "**Permitted Encumbrances.**"

B. Prior to the expiration of the Inspection Period (or within ten (10) days after a title matter appears in an update or bringdown to the Commitment which did not appear in the original Commitment), Buyer shall give written notice (the "**Objection Notice**") to the Seller of any conditions of title and anything contained or set forth in the Commitment (or such update or bringdown) which Buyer is unwilling to have included as a Permitted Encumbrance (the "**Objections**"), separately specifying and setting forth each of such Objections. Notwithstanding, the following are not deemed Permitted Encumbrances and Buyer does not need to give notice of:

- (i) the standard preprinted exceptions set forth in the Commitment and
- (ii) mortgages and other encumbrances evidencing or securing or claiming indebtedness which Seller must discharge and satisfy prior to or concurrent with Closing.

Seller shall be entitled to reasonable adjournments of the Closing Date to cure the Objections, not to exceed thirty (30) days in the aggregate. If Buyer gives Seller an Objection Notice as set forth in this Paragraph B, then all matters disclosed on the Commitment which are not objected to in such Objection Notice shall be deemed to be Permitted Encumbrances. If Buyer fails to give Seller an Objection Notice within the period set forth in this Paragraph B, then all matters disclosed on the Commitment shall be deemed to be Permitted Encumbrances.

C. Except as otherwise set forth in this Section 4.2, Seller shall not be required to expend any money or bring any action or proceeding to cure such Objections. Within ten (10) days after an Objection Notice is given, Seller shall give Buyer notice (the “**Response Notice**”) if Seller is unable or unwilling to cure Buyer’s Objections. If Seller’s Response Notice indicates that Seller is unwilling or unable to cure Buyer’s Objections (except as otherwise provided in this Agreement), then Buyer, as its exclusive remedy, may elect, by written notice given to Seller, either (a) to accept such title as Seller is able to convey with a reasonable reduction or abatement of the Purchase Price, or (b) to terminate this Agreement, in which event the Escrow Agent will be authorized to deliver the Earnest Money and all interest on the Earnest Money as directed by Buyer.

5. REPRESENTATIONS AND WARRANTIES

5.1 Seller. The representations and warranties of Seller in this Section 5.1 are a material inducement for Buyer to enter into this Agreement. Such representations and warranties of Seller shall be true, accurate and complete as of the Effective Date and on the Closing Date, shall be deemed material and shall survive the Closing and the passing of title to the Property for a period of twelve (12) months following the Closing. Seller represents and warrants to Buyer as follows:

A. Seller owns legal and beneficial fee title to the Property, free and clear of all liens and encumbrances except for the Permitted Encumbrances or other matters to be released at Closing.

B. Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

C. Seller has never received any complaint or notice of any governmental investigation relating to any violation or claimed violation of any law, regulation, or order including, without limitation, environmental laws, on or about the Property and, to the best of its knowledge, there are none threatened or pending.

D. Seller has no knowledge of any hazardous materials or hazardous substances (as such terms are defined in applicable federal and state environmental laws) on, under or at the Property or any part of the Property. There are no underground fuel systems, storage tanks or farming equipment on, under or at the Property or any part of the Property.

E. There are no existing, presently pending, or, to the best of Seller's knowledge, threatened actions, suits, proceedings, claims or governmental investigations against Seller or otherwise affecting the Property, nor to the best knowledge of Seller is there any basis for same.

F. Seller has not retained any person or firm to file any notice of protest against, or to commence any action to review, any real property tax assessment against the Property and, to the best of Seller's knowledge, no such action has been taken by or on behalf of any Party.

G. At the Closing, there will be no outstanding contracts made by Seller for any improvements to the Property that has not been fully paid for and no continuing service contracts or maintenance agreements. There are no businesses operating on the Property.

H. No special assessments have been levied or, to the best of Seller's knowledge, are threatened, intended or pending against all or any part of the Property.

I. Seller has not received any written notice from any governmental agency that any part of the Property has been designated as wetlands or inhabited by any endangered species.

J. To Seller's knowledge, there are no unrecorded covenants, easements, leases, licenses or rights of any parties, either personally or appurtenant to the Property.

K. To Seller's knowledge, there are no violations of any state, federal or local law or ordinance against the Property.

L. The streets, roads, highways and avenues in front of or adjoining any part of the Property have been dedicated to the proper municipal authority, such municipal authority has accepted such dedication and the Deed from Seller to Buyer is the only instrument necessary to convey to Buyer full access to and the right to use such roads freely as well as all rights appurtenant to the Property in such roads, except as such rights may be limited by the Permitted Encumbrances.

M. To Seller's knowledge, no written commitments have been made to any governmental authority, utility company, school board, church or other religious body or any homeowner's association, or to any other organization, group or individual, relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property other than as set forth in the Permitted Encumbrances.

N. All information with respect to the Property furnished to Buyer by Seller prior to the Effective Date and after the Effective Date up until the Closing Date is, and shall be, to the best of Seller's knowledge, complete and accurate in all material respects.

5.2 Buyer. The representations and warranties of Buyer in this Section 5.2 are a material inducement for Seller to enter into this Agreement. Such representations and warranties of

Buyer shall be true, accurate and complete as of the Effective Date and on the Closing Date, shall be deemed material and shall survive the Closing and the passing of title to the Property for a period of twelve (12) months following the Closing. Buyer represents and warrants to Seller as follows:

A. Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Buyer has the requisite power to carry out its business, execute this Agreement, and perform its obligations pursuant to this Agreement. The execution, delivery and performance of this Agreement by Buyer have been duly authorized by all necessary action on the part of Buyer and all required consents or approvals have been obtained. This Agreement is a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

5.3 AS-IS. Buyer and Seller each acknowledge and represent to the other that each has been represented by an attorney in connection with the negotiation and finalizing of this Agreement, or such Party has made a conscious decision to not employ an attorney for such purposes, that negotiations have been arms length and free of any coercion or conflict of interest, and that each Party has entered into this Agreement "As-Is", free of any representation or warranty from the other Party other than those expressed representations set forth in this Agreement.

6. COVENANTS

6.1 Seller. Seller covenants and agrees with Buyer that Seller shall:

A. Prior to the Closing, comply with any federal, state, municipal or other health, building, zoning, safety, environmental protection or other applicable code, law, ordinance or regulation of which Seller receives written notice prior to the Closing Date, and remove and cure any violations and remove any notices of such violations.

B. Between the Effective Date and the Closing Date, take no action and permit no action to be taken that would result in the creation of a lien against the Property.

C. Not modify, amend, encumber or permit to be encumbered with any encumbrance, lien or other claim or right, the Property, except as specifically set forth in this Agreement.

D. Cause to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property prior to the Closing.

E. Pay and discharge, as of the Closing Date, any assessment against the Property, or any part of the Property, which may become due and payable on or before the Closing Date or which is a lien on the Property as of the Closing Date, other than such property taxes for the current tax year which are to be adjusted in accordance with the provisions of Section 9.3.

F. Seller shall authorize its engineers, agents and environmental consultants to provide to Buyer any information, reports or opinions generated by such entities in connection with the preparation of any environmental reports for the Property.

6.2 Buyer. Buyer covenants and agrees with Seller as follows:

A. Buyer shall use reasonable efforts, in good faith and with diligence, to cause all of the representations and warranties made by Buyer in Section 5.2 hereof to be true and correct on and as of the Closing Date.

7. EMINENT DOMAIN

7.1 Eminent Domain. If, before the Closing Date, proceedings are commenced for the taking of all or any portion of the Property by exercise of the power of eminent domain (a "**Taking**"), then Buyer shall have the right, by giving notice to Seller within thirty (30) days after Seller gives notice of the commencement of such proceedings to Buyer, to terminate this Agreement, in which event this Agreement shall terminate and the Escrow Agent will be authorized to deliver the Earnest Money as directed by Buyer. If a Taking occurs, but Buyer does not exercise the right to terminate this Agreement, then this Agreement shall remain in full force and effect and, on the Closing Date, the condemnation award (or, if not theretofore received, the right to receive such award) payable on account of the taking shall be transferred to Buyer. Seller shall give notice to Buyer reasonably promptly after Seller's receiving notice of the commencement of any proceedings for the taking by exercise of the power of eminent domain of all or any part of the Property. If necessary, the Closing Date shall be postponed until Seller has given any notice to Buyer required by this Section 7.1 and the period of thirty (30) days described in this Section 7.1 has expired.

8. CONDITIONS PRECEDENT

8.1 Seller. The obligation of Seller to perform Seller's obligations at the Closing under this Agreement are and shall be subject to the satisfaction of each of the following conditions at or prior to the Closing:

A. Buyer shall have delivered the Purchase Price to the Closing Agent at the Closing pursuant to the terms of this Agreement with instructions to forward the net cash due Seller to Seller upon completion of Seller's obligations set forth in this Agreement.

B. Buyer shall have executed (where applicable) and delivered the closing documents to be executed and delivered by Seller.

C. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date with the same effect as if made on and as of such date.

D. Buyer shall have performed, observed, and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with on Buyer's part prior to or as of the Closing Date.

E. Buyer covenants that the City of Lake Worth setback requirements related to the corner clip located at the northeast corner of the intersection of Boutwell Road and Joyce Avenue shall be figured based on the original property line and not on the new property line, after the transfer of the corner clip property. This provision shall survive closing of title.

8.2 Buyer. The obligation of Buyer to perform Buyer's other obligations at the Closing under this Agreement are and shall be subject to the satisfaction of each of the following conditions at or prior to the Closing, unless otherwise specified:

A. Title to the Property shall be free of Encumbrances other than Permitted Encumbrances.

B. Seller shall have executed (where applicable) and delivered the closing documents to be executed and delivered by Seller.

C. **This Purchase and Sale Agreement is subject to the City of Lake Worth, FL City Commission approvals.**

D. **During construction of the Boutwell Road Project any existing landscaping or irrigation that is within the property boundaries of Seller that are damaged by construction activities or in the way of construction activities shall be replaced in kind. Also, the existing fencing, landscaping and irrigation that will need to be moved based on the new property boundaries for the corner clip will either be relocated/replaced by the City of Lake Worth. This provision shall survive closing of title.**

E. All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date with the same effect as if made on and as of such date.

F. Seller shall have performed, observed, and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with on Seller's part prior to or as of the Closing Date.

G. There shall have been no actual or imminent change in the zoning or other entitlements of the Property from the Effective Date which would adversely affect the Property or Buyer's planned development of the Property.

H. The physical condition of the Property shall be substantially the same on the Closing Date as on the Effective Date.

9. CLOSING

9.1 Procedure. The following shall occur at the Closing on the Closing Date:

A. Seller shall deliver to Buyer:

(i) the Deed, duly executed and acknowledged by Seller;

(ii) a Bill of Sale duly executed by Seller, if the transaction involves

personal property;

(iii) a Non-Foreign Affidavit duly executed by Seller and in form sufficient to satisfy the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder;

(iv) such affidavits or certificates as may be requested by the Title Company in connection with the purchase of the Property; and

(v) any other documents, instruments or agreements called for under this Agreement which have not previously been delivered.

B. Buyer shall deliver to Closing Agent the balance of the Purchase Price (excluding the Earnest Money) in accordance with Section 2.2, subject to adjustment as set forth in this Agreement.

9.2 Possession. Seller shall transfer possession of the Property to Buyer on the Closing Date vacant and free of leases or tenancies.

9.3 Adjustments.

A. The following shall be apportioned and adjusted between Seller and Buyer as of 11:59 p.m. (Florida time) the day preceding the Closing Date, except as otherwise specified: real property taxes, water and sewer rents and charges and other like and similar municipal taxes and charges. Seller shall be responsible for the payment of any "roll-back taxes."

B. If any item covered by this Section 9.3 cannot be apportioned because the same has not been (or cannot be) fully ascertained on the Closing Date, or if any error has been made with respect to any apportionment, then such item shall be apportioned (or corrected, as applicable) as soon as the same is fully ascertained and shall be paid within twenty (20) days thereafter by the appropriate Party. Any Property-related bills received after Closing related to the period prior to Closing shall be promptly paid by Seller unless the same are the subject of adjustment as set forth in Section 9.3A.

C. Real estate tax refunds and credits received after the Closing which are attributable to the fiscal tax year during which the Closing Date occurs shall be apportioned between Seller and Buyer, pursuant to this Section 9.3.

D. If, as of the Closing Date, the Property shall be (or shall have become) subject to a special or local assessment or charge of any kind (whether or not yet a lien), then Seller shall pay all installments due and payable prior to the Closing Date; provided, however, that any installment payable after the Closing Date but attributable in whole or in part to any events or periods prior to the Closing Date shall be apportioned at the Closing. Buyer shall be responsible for all installments of such assessments payable after closing which are solely attributable to the period from and after the Closing Date.

E. In the event either Buyer or Seller shall owe the other any money as a result of the terms of this Section 9.3 (whether at Closing or thereafter), then the Party owing such money shall pay the other Party such money promptly, as soon as the amount is finally determined.

F. This Section 9.3, and all rights and duties of the Parties pursuant to this Agreement, shall survive the Closing.

9.4 Costs. Except as otherwise expressly provided in this Agreement, at the Closing Seller shall pay all State, county, town or other transfer and conveyance taxes (including Florida documentary stamp tax), the cost of recording the Deed and other closing documents, the cost of updating the Survey and Seller's share of prorations. Buyer shall pay the Title Company's search and examination fees, the premium for the Title Policy and any endorsements required by Buyer, and Buyer's share of prorations. Except as otherwise set forth in this Agreement, each Party shall pay their own reasonable legal fees.

10. DEFAULTS AND REMEDIES

10.1 If Buyer defaults, Seller's sole remedy shall be to receive and retain the Earnest Money (including all interest earned on the Earnest Money) as liquidated damages, it being agreed that Seller's damages in case of Buyer's default might be impossible to ascertain and that the Earnest Money constitutes a fair and reasonable amount of damages under the circumstances and not a penalty.

10.2 If Seller defaults hereunder, Buyer may as its sole remedies, elect one of the following: (i) terminate this Agreement by written notice delivered to Seller at or prior to the Closing, in which event the Escrow Agent will be authorized to deliver the Earnest Money (including all interest earned on the Earnest Money) as directed by Buyer, and thereafter neither Seller nor Buyer shall have any obligations to the other under this Agreement, except as specifically set forth in this Agreement; or (ii) enforce specific performance of this Agreement against Seller.

10.3 In the event of any willful default or intentional or knowing misrepresentation by Seller, then in addition to the foregoing remedies, Buyer shall be entitled to recover from Seller its reasonable attorneys fees and if Buyer terminates this Agreement as a result of such default or misrepresentation, all of Buyer's out of pocket costs and expenses incurred in connection with this transaction.

11. MISCELLANEOUS.

11.1 Governing Law; Jurisdiction. This Agreement shall be construed according to the laws of the State of Florida. The Parties agree to submit to personal jurisdiction in the Circuit Court in and for PALM BEACH County Florida (or at Buyer's option the County in which the Property is located), in any action or proceeding arising out of this Agreement.

11.2 Entire Agreement. This Agreement states the entire agreement between the Parties and supersedes all prior agreements and negotiations, either oral or written, with respect to the subject matter of this Agreement and neither Seller nor Buyer is or shall be bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in this Agreement.

11.3 Notice. Any notice, demand or other written instrument permitted or required to be given or sent under this Agreement, shall be in writing, signed by the Party giving the same, and shall be sent (i) hand-delivered, effective upon receipt, (ii) by United States Express Mail or by

overnight courier, effective upon receipt, or (iii) by certified mail, postage prepaid, return receipt requested, deemed effective on the earlier of the day of actual delivery, as shown by the addressee's return receipt, or the expiration of three (3) business days after the date of mailing, in each case addressed to the Party intended to receive the same at the address set forth below:

IF TO SELLER:

Granite & Marble World Inc.
3556 Boutwell Rd.
Lake Worth, FL 33461
Telephone: (561) 585-3552
Facsimile: (561) 588-8083
Email: granitepalmbeach@gmail.com

WITH A COPY TO:

William P. Doney, Esq.
Caldwell Pacetti Edwards Schoech & Viator,
LLP
250 S. Australian Ave., Suite 600
West Palm Beach, FL 33401
Telephone: (561) 655-0620
Facsimile: (561) 655-3775
Email: doney@caldwellpacetti.com

IF TO BUYER:

Pam Triolo, Mayor
City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460
Telephone: (561) 586-1735
Facsimile:
Email: ptriolo@lakeworth.org

WITH A COPY TO:

William P. Doney, Esq.
Caldwell Pacetti Edwards Schoech & Viator,
LLP
250 S. Australian Ave., Suite 600
West Palm Beach, FL 33401
Telephone: (561) 655-0620
Facsimile: (561) 655-3775
Email: doney@caldwellpacetti.com

IF TO ESCROW AGENT:

William P. Doney, Esq.
Caldwell Pacetti Edwards Schoech & Viator,
LLP
250 S. Australian Ave., Suite 600
West Palm Beach, FL 33401
Telephone: (561) 655-0620
Facsimile: (561) 655-3775
Email: doney@caldwellpacetti.com

Any Party shall have the right to change the place to which any such notice shall be sent by a similar notice sent in like manner to all Parties.

11.4 Agreement Binding. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, administrators, executors, successors and permitted assigns.

11.5 Assignment. This Agreement may be assigned by Buyer without the prior consent of Seller and at no penalty, cost or expense to the Buyer, provided that Buyer gives Seller prior written notice of such assignment prior to the Closing Date. At the Buyer's sole discretion, any assignments of this Agreement may also include the assignment of the duties of the Escrow Agent or any escrow agreements associated with this Agreement to a new "Escrow Agent." Notwithstanding an assignment of the duties of the Escrow Agent, **William P. Doney, Esq.** will remain the Closing Agent. Any such permitted assignment shall not relieve Buyer of its obligations set forth in this Agreement.

11.6 Attorney's Fees. If there is any legal action or proceeding between Seller and Buyer arising from or based upon this Agreement, the unsuccessful Party to such action or proceeding shall pay to the prevailing Party all costs and expenses, including reasonable attorney's fees, incurred by such prevailing Party in such action or proceeding. This Section 11.6 will survive the Closing (or, if the Closing does not occur, the earlier termination of this Agreement).

11.7 Further Assurances. From and after the Effective Date, Seller and Buyer shall do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement.

11.8 Modifications; Waivers. No provision of this Agreement may be, amended, waived or modified, including, without limitation, by conduct, custom or course of dealing, other than by an express writing signed by the Party against whom enforcement of such, amendment, waiver or modification is sought.

11.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same Agreement.

11.10 Severance. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement.

11.11 Interpretation. This Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the Party who drafted this Agreement. If any words or phrases in this Agreement shall have been stricken out or otherwise mutually eliminated; whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that such words or phrases were so stricken out or otherwise eliminated. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words imparting the singular number shall mean and include the plural number and vice versa.

11.12 Escrow Agent.

A. Escrow Agent shall hold all deposits paid pursuant to this Agreement as escrow agent for the benefit of the Parties in accordance with the following terms of this Agreement. If for any reason the Closing does not occur and either Party makes a written demand upon Escrow Agent for payment of the Earnest Money, such written demand shall specify the reason the Closing shall not occur and Escrow Agent shall deliver a copy of such written demand to the other Party. If Escrow Agent does not receive a written objection to the proposed payment from the other Party within ten (10) business days after the giving of such notice, Escrow Agent shall make such payment. If Escrow Agent receives written objection within such ten (10) day period, or if, for any other reason, Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold the Earnest Money until otherwise directed by written instructions from both Parties or a final judgment of a court. At any time, Escrow Agent may deliver the Earnest Money to the Clerk of the Circuit Court, in Florida having subject matter jurisdiction over this Agreement. Escrow Agent shall give written notice of such delivery to Seller and Buyer. Upon such delivery of the Earnest Money, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

B. Buyer and Seller acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for set forth in this Agreement convenience, that Escrow Agent shall not be deemed to be the agent of either Party and that Escrow Agent shall not be liable to Buyer or Seller for any act or omission on its part, unless taken or suffered in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent. Escrow Agent may act upon any instrument or other writing believed by it to be genuine. Escrow Agent shall not be bound by any modification of this Agreement unless such modification is in writing and signed by Buyer and Seller (with a copy delivered to Escrow Agent), and, if Escrow Agent's duties set forth in this Agreement are affected, unless Escrow Agent shall have given, in writing, its prior written consent to such modification. Escrow Agent shall not be required or obligated to determine any questions of law or fact. Seller and Buyer shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees and litigation costs, incurred in connection with the performance of Escrow Agent's duties set forth in this Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent.

11.13 Brokerage. Except for **NOT APPLICABLE** (each a "Broker"), Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that they know of no broker or finder who has claimed, or who has the right to claim, any fee, commission or other similar compensation in connection with the transaction contemplated by this Agreement, and that they have taken no actions which would form the basis for such a claim. In the event that the transactions contemplated by this Agreement close and, only in such event, Seller shall pay all brokerage fees and commissions to the Brokers pursuant to a separate agreement. Buyer is not responsible for any broker's fees or commissions under this Agreement. Seller and Buyer shall each indemnify, hold harmless and defend the other against all liability, loss, cost, claim or expense arising out of any breach by either of them, as the case may be, against its respective obligations or representations in this Section 11.13. This Section 11.13 shall survive the Closing (or, if the Closing does not occur, the earlier termination of this Agreement).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names or have set their hands and seals as of the Effective Date.

SELLER:

GRANITE & MARBLE WORLD, INC

By: 
Name: Jenny Rojas
Title: Chief Executive Officer

By: 
Name: Jorge O. Rojas
Title: Chief Operating Officer

BUYER:

THE CITY OF LAKE WORTH FLORIDA

By: _____
Name: Pam Triolo
Title: Mayor

Attest:

By: _____

Pam Lopez, City Clerk

Approved as to form and legal sufficiency:

By: 
 Glen J. Torcivia, City Attorney

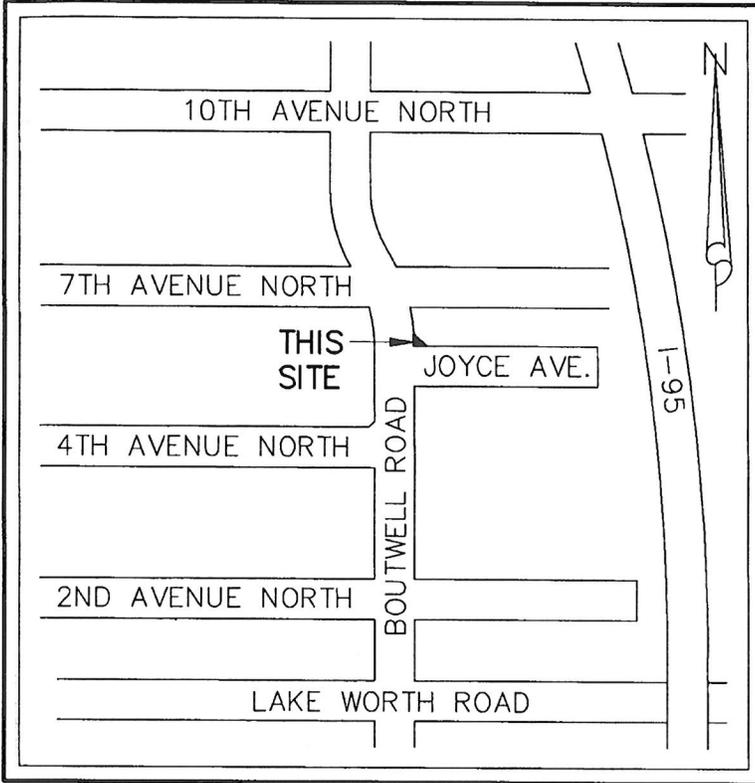
ESCROW AGENT:

William P. Doney, Esq.

By: _____
Name: _____
Title: _____

EXHIBIT A

PAGE ONE OF EXHIBIT A IS INTENTIONALLY LEFT BLANK. SEE THE FOLLOWING PAGES.



LOCATION MAP
NOT TO SCALE

7/28/14
David A. Bower

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

SURVEYOR'S NOTES:

1. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
3. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
4. THIS IS NOT A SURVEY.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 07/28/14
CHK: RM	JOB# 13-099 SD 2CC	SHEET: 1 OF 3

DESCRIPTION:

A parcel of land being a portion of Lots 49 and 50, Block 2, DONORA PARK, according to the plat thereof as recorded in Plat Book 13, Page 36 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

The external area formed by a 40.00 foot radius concave to the Northeast and being tangent to the East line of Boutwell Road as recorded in Deed Book 977, Page 293 of the Public Records of Palm Beach County, Florida and the South line of said Lot 50, Block 2.

TOGETHER WITH:

The internal segment lying between the chord line and the circular curve line formed by the aforementioned 40.00 foot radius.

Said lands situate, lying and being in Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida.

Containing 722 square feet more or less.

LEGEND:

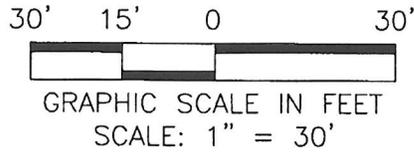
- D = CENTRAL ANGLE
- D.B. = DEED BOOK
- L = ARC LENGTH
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- PCN = PARCEL CONTROL NUMBER
- PG. = PAGE
- R = RADIUS
- ± = MORE OR LESS
- (P) = PER THE PLAT OF DONORA PARK
(P.B. 13, PG. 36, P.B.C.R.)

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

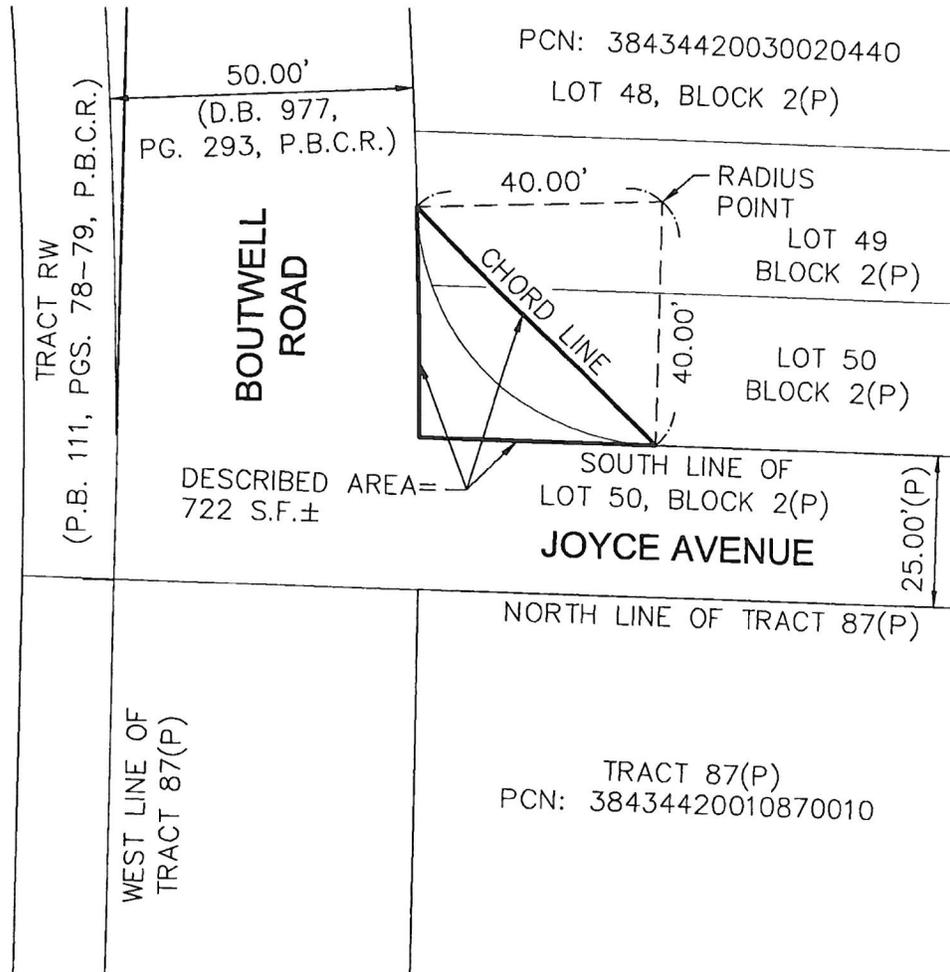
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 07/28/14
CHK: RM	JOB# 13-099 SD 2CC	SHEET: 2 OF 3



PARCEL A
PATTEN PLAT
(P.B. 111, PGS. 78-79, P.B.C.R.)



Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: 1"=30'	DATE: 07/28/14
CHK: RM	JOB# 13-099 SD 200	SHEET: 3 OF 3



AGENDA DATE: March 1, 2016, Regular Meeting

DEPARTMENT: City Commission

EXECUTIVE BRIEF

TITLE:

Ratify members to various City advisory boards

SUMMARY:

This item is to ratify the appointments and reappointments of members to the Library, Sister City, Finance, Tree and Recreation Advisory Boards.

BACKGROUND AND JUSTIFICATION:

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

On November 4, 2014, the Commission adopted an ordinance to provide for an elected official to waive his or her right to make an appointment after 30 days of being notified of the vacancy. It also provides for the next elected official responsible for an appointment to make it. In the event that there is no other elected official responsible for an appointment, then any member of the Commission can make an appointment on behalf of the elected official who waived his or her right.

The following appointments and reappointments are requested to be ratified:

Library Board:

Mayor's appointment of Dave Wilson to fill an unexpired term ending on July 31, 2018.

Commissioner Amoroso's appointment of Glen Scheiner to fill an unexpired term ending on July 31, 2016 and reappoint for a term ending on July 31, 2021. This appointment is assigned to District 2; however, the appointment was waived, which allowed for any member of the Commission to make an appointment on behalf of District 2.

Sister City Board:

Vice Mayor's appointment of Cynthia Brown to fill an unexpired term ending on July 31, 2017.

Finance Advisory Board:

Vice Mayor's appointment of Judith Just to fill an unexpired term ending on July 31, 2017. This appointment is assigned to District 2; however, the appointment was waived, which allowed for any member of the Commission to make an appointment on behalf of District 2.

City Tree Board:

Vice Mayor's appointment of Caneste Succe to fill an unexpired term ending on July 31, 2016 and reappoint for a term expiring on July 31, 2019.

City Recreation Advisory Board:

Vice Mayor's appointment of Erica Cooper-Hadden to fill an unexpired term ending on July 31, 2017. This appointment is assigned to District 2; however, the appointment was waived, which allowed for any member of the Commission to make an appointment on behalf of District 2.

MOTION:

I move to ratify Mayor Triolo's appointment of Dave Wilson to the Library Board to fill an unexpired term ending on July 31, 2018; the Vice Mayor Maxwell's appointment of Cynthia Brown to the Sister City Board to fill an unexpired term ending on July 31, 2017, the appointment of Judith Just to the Finance Advisory Board to fill an unexpired term ending on July 31, 2017 on behalf of District 2, the appointment of Caneste Succe to the City Tree Board to fill an unexpired term ending on July 31, 2016 and reappoint for a term ending on July 31, 2019, and the appointment of Erica Cooper-Hadden to the Recreation Advisory Board to fill an unexpired term ending on July 31, 2017 on behalf of District 2; and Commissioner Amoroso's appointment of Glen Scheiner to the Library Board to fill an unexpired term ending on July 31, 2016 and reappoint for a term ending on July 31, 2021.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Board Membership Applications
Board Logs

Expires 8/31/16



APPLICANT'S NAME: Dave Wilson
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE ENTERED ON PAGE 5.

Thank you for your interest in serving the City of Lake Worth. The City Commission recognizes that volunteering is important, and your contribution is what makes Lake Worth a great community. Completion of this application is necessary so that the members of the City Commission can thoroughly review each application as part of their consideration for your appointment.

If applying for more than one Board/Committee, please number in order of preference. If you have previously submitted an application, it will be removed from our files unless you mark the board(s) previously applied for on this application. Please choose no more than three Boards/Committees for which you wish to apply. When selecting, indicate your first, second, and third preference. **You may not serve on two of the following boards/committees at one time: Construction Board of Adjustments and Appeals, Community Redevelopment Agency, Historic Resources Preservation, or Planning & Zoning Boards.**

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



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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

61

1. PERSONAL

Name: Mr./Mrs./Ms. (circle one) Mr. Dave Wilson
(print)

Residence: 203 S M St

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: scan of driver license

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

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

Cell Phone: (561) 308-8039 Email Address: dlwilson@davewilson.cc

Are you a citizen of the United States? yes

Are you a registered Palm Beach County voter? yes

Are you a registered Lake Worth voter? yes

How long have you been a resident of Lake Worth? 5 years

List all properties owned and/or business interests in Lake Worth? 217 S M St

What is your occupation? Software Engineer

Employer? South Florida Water Management District

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? no

If so, which board? _____

Have you ever served on a City of Lake Worth board? no

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

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

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

62

2. **EDUCATION** Cardinal Newman HS Date of Graduation: 1980
High School: Cardinal Newman HS Date of Graduation: 1980
College: University of Florida Degree: BS, ME Date of Graduation: 87,94
Resume attached? yes no

3. **WORK EXPERIENCE**

27 year career in software development, at a variety of companies,
with a focus on enterprise systems and distributed architecture.

4. **INTEREST/ACTIVITIES**

Scuba diving, running, kayaking, travel, auto mechanics.

5. **COMMUNITY INVOLVEMENT**

Active in the Downtown Jewel Neighborhood Association since moving to
Lake Worth five years ago. Took on leadership of raft-building team,
which culminated in this year's glorious victory at 4th of July event, where
DJNA won for the first time in the fourteen year history of the event.

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

I have always been a voracious reader, and feel that a library is a vital part of any civilized community. I have been a patron of libraries wherever I have lived, and would like to give something back as a volunteer. Additionally, my late wife Morag Dick served on the board, and I would like to carry on the work that she did there.

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

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

64

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

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

Dave Wilson

Digitally signed by Dave Wilson
DN: cn=Dave Wilson, o=Lake Worth, ou=Dave's House,
email=dwilson@davewilson.cc, c=US
Date: 2015.08.31 12:36:57 -04'00'

Signature

PLEASE INITIAL dlw

August 31, 2015

Date

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE SIGNED ABOVE.

NOTE: Information regarding the duties and responsibilities of any board/committee can be found by visiting our website at www.lakeworth.org then select Residents/Volunteer and select the Volunteer Advisory Board application. If you need additional information, please contact the Volunteer Coordinator at sdonaldson@lakeworth.org or by calling 561-586-1730.

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

or

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

or

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

SUNSHINE LAW: The primary purpose of government in the Sunshine Law is to assure public access to the decision making processes of public boards and committees. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and committees.



Florida
The Sunshine State

DRIVER LICENSE CLASS

DAVID LAWLER
WILSON

203 S M ST
LAKE WORTH, FL 33460-4109

DOB: [REDACTED] SEX: [REDACTED]
ISSUED: 11-25-2008 HGT: [REDACTED]
EXPIRES: 11-20-2016

REST: [REDACTED]
ENDORSE: [REDACTED]

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



Expires 1/10/17



APPLICANT'S NAME: Glenn Scheiner
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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

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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

49

1. **PERSONAL**

Name: Mr./Mrs./Ms. (circle one) Glenn Scheiner
(print)

Residence: 820 N. Lakeside Drive

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: Driver's License

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (561) 318-6360 Business Phone: (____) _____

Cell Phone: (561) 843-2847 Email Address: _____

Are you a citizen of the United States? Yes

Are you a registered Palm Beach County voter? Yes

Are you a registered Lake Worth voter? Yes

How long have you been a resident of Lake Worth? 10 years

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

820 N. Lakeside Drive and 905 N. Lakeside Drive

What is your occupation? Retired

Employer? _____

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? No

If so, which board? _____

Have you ever served on a City of Lake Worth board? No

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

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

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

2. **EDUCATION** Hackensack High School Date of Graduation: 06/1966
High School: _____ Date of Graduation: _____
College: University of Miami Degree: B.A. Date of Graduation: 6/1970
Resume attached? yes _____ no

3. **WORK EXPERIENCE**

Homeland Security Supervisor

Airline Ticket Agent

State of Florida General Services Manager

4. **INTEREST/ACTIVITIES**

Reading, Tennis, Car Clubs, Walking, Travel

5. **COMMUNITY INVOLVEMENT**

Volunteer at Lake Worth History Museum

Volunteer at Parrot Cove Home Tours

Volunteer at Red Cross Showhouse

Member of Palm Beach Historical Society

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

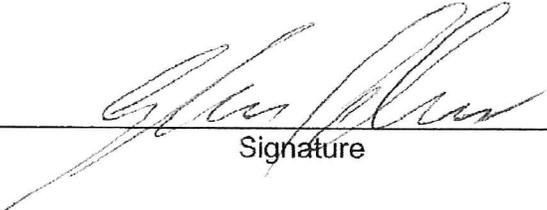
I utilize the services of the Lake Worth Library on a regular basis. I feel that it is important that Lake Worth maintain a functional library for its residents. I look forward to supporting the Library by being actively involved.

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

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

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

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



Signature

PLEASE INITIAL 

1-10-16
Date

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or

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or

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Lake Worth City Hall
7 North Dixie Highway
Lake Worth, FL 33460

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53

Florida *The Sunshine State*
DRIVER LICENSE CLASS



██████████

GLENN BARRY
SCHEINER
820 N LAKESIDE DR
LAKE WORTH, FL 33460-0000
DOB: ██████████ SEX: ██████████
ISSUED: 12-31-2012 HGT: ██████████
EXPIRES: ██████████
REST: A
ENDORSE:
██████████

Glenn Barry Scheiner

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

Expires 1/20/17



APPLICANT'S NAME: CYNTHIA BROWN
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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- Board of Trustees Police Retirement System *
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- Electric Utility Advisory Board
- Finance Advisory Board
- Historic Resources Preservation Board **
- Library Board
- Planning & Zoning Board * **
- Sister City Board

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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. PERSONAL

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

Residence: 1510 NORTH N STREET

City: LAKE WORTH State: FL ZIP Code: 33460

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

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

City: _____ State: _____ ZIP Code: _____

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

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

Are you a citizen of the United States? YES

Are you a registered Palm Beach County voter? YES

Are you a registered Lake Worth voter? YES

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

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

ONLY RESIDENCE - 1510 NORTH N ST. (HOMESTEAD)

What is your occupation? REAL ESTATE AGENT

Employer? REMAX PRESTIGE REALTY

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

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

If so, which board? PLANNING + ZONING

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

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

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

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

2. EDUCATION

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

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

Resume attached? yes _____ no X

3. WORK EXPERIENCE

Massage Therapist 1997-2004

REAL ESTATE AGENT 2006 - present (FL+NC)

Insurance Agent 2008-2010

4. INTEREST/ACTIVITIES

THE ARTS - Medium in Oils / some jewelry making

TRAVEL - Culinary + Leisure

Healthy Living - Thank you Lake Worth for the Boardwalk!

5. COMMUNITY INVOLVEMENT

ACTIVE IN Neighborhood Assoc EDEN Place

Volunteer LOCAL EVENTS - IL RAFT RACE -

STREET PAINTING - PARADES. -- CLEAN UPS

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

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

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

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

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

Florida *The Sunshine State*
DRIVER LICENSE CLASS E



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

EXPIRES: 04-15-2021
REST: [REDACTED]
ENDORSE: [REDACTED]
REPLACED: 09-24-2014

[Signature]

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

Expires 7/28/16



APPLICANT'S NAME: Judith Just
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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- Sister City Board



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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

28

1. PERSONAL

Name: Mr./Mrs./Ms. (circle one) Judith Just
(print)

Residence: 306 N. Lakeside Drive

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: driver's license

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (____) _____ Business Phone: (561) 547-0549

Cell Phone: (561-) 379-5372 Email Address: judithjust01@hotmail.com

Are you a citizen of the United States? y

Are you a registered Palm Beach County voter? y

Are you a registered Lake Worth voter? y

How long have you been a resident of Lake Worth? 10 yrs

List all properties owned and/or business interests in Lake Worth? _____
631 S. Palm Way, 306 N. Lakeside, Judith Ann Just, Attorney, P.A.

What is your occupation? attorney

Employer? self

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? Historic preservation

If so, which board? _____

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

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

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

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

29

2. **EDUCATION** Manistee Catholic Central Date of Graduation: 1973
High School: _____
College: Western Michigan Univ/ Brooklyn Law Degree: BBA/JD Date of Graduation: 88/99
Resume attached? yes no _____

3. **WORK EXPERIENCE**

see resume

4. **INTEREST/ACTIVITIES**

gardening, golf, croquet, swimming, whatever...

5. **COMMUNITY INVOLVEMENT**

Board member on Parrot Cove Neighborhood Association and Cottages
of Lake Worth, Inc.

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

Would like to learn more about the finances of LW and worth with fellow board members to assist the City with financial issues.

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

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

31

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

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


Signature

PLEASE INITIAL JAJ
7/28/2015
Date

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Lake Worth City Hall
7 North Dixie Highway
Lake Worth, FL 33460

SUNSHINE LAW: The primary purpose of government in the Sunshine Law is to assure public access to the decision making processes of public boards and committees. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and committees.



City of Lake Worth

P.O. Box 30552
Lakemore, FL 33430-3552
Phone (561) 533-7300 8 A.M. - 5 P.M. (M-F)
customer_service@lakeworth.org

#BWNCTH7
#0001121110001008#

JUDITH ANN JUST
306 N LAKESIDE DR
LAKE WORTH FL 33460-3513



ACCOUNT NUMBER:

SERVICE ADDRESS:

BILL DATE:

DUE DATE:

AMOUNT DUE:

[REDACTED]
306 N LAKESIDE DR
[REDACTED]
[REDACTED]
[REDACTED]

OPTIONAL DONATION

CARE TO SHARE
(TAX DEDUCTIBLE)

\$ [REDACTED]

ENTER DONATION HERE

AMOUNT ENCLOSED

\$ [REDACTED]

ENTER TOTAL HERE

00011211100000010000000015433

457 13-03

CUSTOMER STATEMENT

STATEMENT DATE: [REDACTED]
CUSTOMER NAME: JUDITH ANN JUST
SERVICE ADDRESS: 306 N LAKESIDE DR

ACCOUNT NUMBER: [REDACTED]
SERVICE DATES: [REDACTED]
SERVICE DAYS: [REDACTED]
CYCLE/ROUTE: [REDACTED]

LAST BILL AMOUNT	PAYMENTS	ADJUSTMENTS	PREVIOUS BALANCE	NEW CHARGES	TOTAL NOW DUE	NEW CHARGES DUE BY
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

ELECTRIC

METER READING	
CURRENT	2651
PREVIOUS	-1976
KWH USED	685

(METER #E18163)

ENERGY USAGE		
	LAST YEAR	THIS YEAR
KWH USED	724	685
SERVICE DAYS	29	29
KWH/DAY	25.0	23.6

ELECTRIC SERVICE
ELECTRIC
POWER COST ADJUSTMENT CHARGE
PUBLIC SERVICE TAX
GROSS RECEIPTS TAX

ELECTRIC TOTAL → [REDACTED]

WATER SERVICE
WATER
PUBLIC SERVICE TAX

WATER TOTAL → [REDACTED]

SEWER SERVICE
SEWER

SEWER TOTAL → [REDACTED]

WATER

METER READING	
CURRENT	2569
PREVIOUS	-2523
HGAL USED	46

(METER #W36777)

WATER USAGE		
	LAST YEAR	THIS YEAR
HGAL USED	36	46
SERVICE DAYS		29
HGAL/DAY		1.6

MESSAGES:

City of Lake Worth

414 Lake Ave.
Lake Worth, FL 33460-3807
Phone (561) 533-7300 8 A.M. - 5 P.M. (M-F)
customer_service@lakeworth.org

33

Education

Florida Bar - Admission June, 2001

Brooklyn Law School - Juris Doctor, June 1, 2000

Western Michigan University June 1988 - B.B.A., major business administration, minor compute science.

Experience:

Judith Ann Just, Attorney, Lake Worth, FL

Solo Law Firm - May 2001 - Present

Practice includes wills, probate, estate planning, elder law, real estate, condominium law and small business law.

Louise Wise Services, NY, NY

Director of Information Services - July 1997 - April 2000

Procure, install and implement computer equipment and systems for a nonprofit child welfare agency. Supervise department personnel. Provide employee computer training. Maintain and upgrade local and wide area networks. Coordinate relocation and upgrade of local area network. Implement inventory system for computer hardware and software. Negotiate and review computer equipment and services contracts. Develop and implement agency policies.

Quill Realty Corp., NY, NY

Consultant - Manager - September 1995 - June 1997

Building manager. Prepare proposal for conversion of a Manhattan commercial loft building for residential use.

Charles E. Duross and Sons, Inc., NY, NY

Vice President - General Manager - January 1989 - August 1995

Oversee management and sales of 19 residential (400 tenants) and commercial family-owned properties. Secured six million dollar loan for purchase of ownership of business. Restructured office staff and building maintenance staff with personnel knowledgeable of NYC building management and housing agencies. Reorganized business files, procured computer hardware and software to support business functions: NYC property management, accounts receivable, accounts payable, payroll and payroll tax processing, monthly reconciliation, budgeting and general business reporting. Set up procedures for tracking tenancies, tenant work requests and vendor work assignments.

Bronson Healthcare Group, Kalamazoo, Michigan

Database Analyst/System Programmer - July 1984 - November 1988

Provided technical support for installation and upgrades of hospital computer systems: Medipac/Clinipac patient accounting system and McCormick & Dodge General Ledger, Accounts Payable and Human Resource systems. Provided technical support for maintenance of data center's hardware and software systems: provided disk and central processing unit management, converted computer operating system from DOS to OS, developed production and test environment for programmers, installed operating system upgrades, provided operation and system documentation.

L. Perrigo Company, Allegan, Michigan

Computer Programmer/Analyst - September 1979 - May 1984

Provided programming for installation and implementation of McCormick and Dodge accounting systems, and Material Requirements Planning systems including: bill of materials, inventory control, production scheduling and customer orders. Provided programming for finished goods inventory, pricing systems and order invoicing. Provided operation and system documentation.

Expires 12/11/16



APPLICANT'S NAME: CANE STE SUELL
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE ENTERED ON PAGE 5.

Thank you for your interest in serving the City of Lake Worth. The City Commission recognizes that volunteering is important, and your contribution is what makes Lake Worth a great community. Completion of this application is necessary so that the members of the City Commission can thoroughly review each application as part of their consideration for your appointment.

If applying for more than one Board/Committee, please number in order of preference. If you have previously submitted an application, it will be removed from our files unless you mark the board(s) previously applied for on this application. Please choose no more than three Boards/Committees for which you wish to apply. When selecting, indicate your first, second, and third preference. ***You may not serve on two of the following boards/committees at one time: Construction Board of Adjustments and Appeals, Community Redevelopment Agency, Historic Resources Preservation, or Planning & Zoning Boards.***

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

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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

55

1. PERSONAL

Name: Mr./Mrs./Ms. (circle one) CANESE SUELL

Residence: 1310 SOUTH FEDERAL HWY APT 22 (print)

City: LAKE WORTH State: FL ZIP Code: 33460

Proof of residency attached: _____

Mailing Address: (if different from residence)

City: LAKE WORTH State: FL ZIP Code: 33460

Home Phone: (561) 667-8375 Business Phone: (305) 417-0883

Cell Phone: (305) 417-0883 Email Address: 347 COLLINS AV MIAMI BEACH.

Are you a citizen of the United States? yes

Are you a registered Palm Beach County voter? yes

Are you a registered Lake Worth voter? NOT yet, I WILL

How long have you been a resident of Lake Worth? 6 months.

List all properties owned and/or business interests in Lake Worth? N/A.

What is your occupation? REALTOR, BUSINESS, LIMO COMPANY

Employer? CSC SKYCAP CSC SKYCAP MULTISERVICES

Business Address: (CRA board only) CSC SKYCAP MULTISERVICES.

Are you currently serving on any City advisory Board? NO

If so, which board? _____

Have you ever served on a City of Lake Worth board? NO

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

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

If yes, please name the board, position, etc. LANTANA, BOARD OF HAITIAN America. Democracy party

BLACK CAUCUS, with MISS Addie Greene 56

2. EDUCATION

High School: LAKE WORTH HIGH SCHOOL Date of Graduation: 07-15-1987

College: STATE FBCC Degree: COMPUTER SCIENCE Date of Graduation: yes

Resume attached? yes _____ no _____

3. WORK EXPERIENCE

13 years working with AIRLINES INDUSTRIES.

AIRCRAFT MAINTENANCE DELTA AIRLINES

US AIRLINES - CUSTOMER SERVICES AGENT. SHERIFF

DEPT 7 years, SUPERVISOR OF ELECTIONS 4 yrs.

4. INTEREST/ACTIVITIES

I used to be on a lot of board; I moved
to North Carolina, I would like to have fun
with my family specially my son CARLIS.
he is in high school, he's in training LANHAM AIRPORT
to be a pilot.

5. COMMUNITY INVOLVEMENT

I have a non-profit organization after
school program, I have been involved in the
community for the longest. Since 2001

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

I would like to participate and share my point of view and learning about the board. in LAKE WORTH (Finance)
Also I am a team person, I want to exercise my experience and learned from you guys.

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

Because I want to serve the public and the city I am leading, and it is my passion to participate and get involved in the community, and learning more about the community.

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

It is great to learn, and to participate on any board, because it is very interesting to have knowledge about your city.
I love to serve my community, because I am a people person.
I love every one.

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

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


Signature

PLEASE INITIAL CS
Date 12-10-15

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE SIGNED ABOVE.

NOTE: Information regarding the duties and responsibilities of any board/committee can be found by visiting our website at www.lakeworth.org then select Residents/Volunteer and select the Volunteer Advisory Board application. If you need additional information, please contact the Volunteer Coordinator at sdonaldson@lakeworth.org or by calling 561-586-1730.

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

or

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

or

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

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Customer Name
CANESTE SUCCE

Statement Date
December 21, 2015

Account Number
[REDACTED]

Service Address
1310 S FEDERAL HWY 22

Last Bill Amount	Payments	Adjustments	Previous Balance	New Charges	Total Amount Due	New Charges Due By
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Message Center

Your account is past due. Any previous balance is subject to disconnection

Payment Options

- Online : www.lakeworth.org
- Mail:

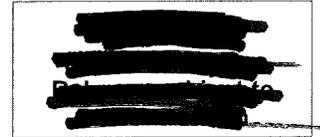
City of Lake Worth
PO BOX 30552
TAMPA FL 33630-3552

- Customer Service Lobby or After Hours Drop Box
- Automatic Funds Transfer – Visit www.lakeworth.org/utilities/customer-service for the Direct Debit Authorization form.

ALL CITY OFFICES WILL BE CLOSED THURSDAY & FRIDAY, DECEMBER 24th AND DECEMBER 25th. HAPPY HOLIDAYS!!! LAKE WORTH'S WATER CHLORINATION METHOD WILL BE TEMPORARILY CHANGED FROM DECEMBER 27, 2015 THROUGH JANUARY 16, 2016. A FREE CHLORINE WATER TREATMENT METHOD WILL BE USED TO PROVIDE A STRONGER DISINFECTION PROCESS. AS PART OF THIS PREVENTIVE MAINTENANCE, THE CITY WILL BE FLUSHING FIRE HYDRANTS.

Summary of New Charges

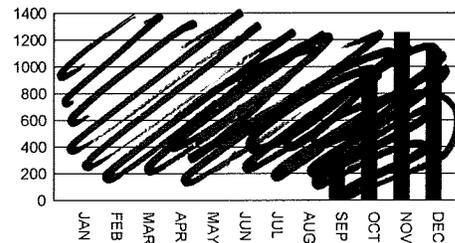
Electric	[REDACTED]
Total New Charges	\$ [REDACTED]
Previous Balance Forward	[REDACTED]
Total Amount Due	\$ [REDACTED]



Electric Service

Electric	[REDACTED]
Fuel Charge	[REDACTED]
Gross Receipts Tax	[REDACTED]
Public Utility Tax	[REDACTED]
Electric Total	[REDACTED]
Meter #	[REDACTED]
Service Period:	11/09/2015 to 12/10/2015
Service Days:	[REDACTED]
Current Read:	[REDACTED]
Previous Read:	[REDACTED]
KWH USED:	[REDACTED]

Electric Usage History



Please see back of statement for additional charges

◆ Detach and return with payment ◆



City of Lake Worth
414 Lake Avenue
Lake Worth, FL 33460-3807

Service Address
1310 S FEDERAL HWY 22

Account Number
[REDACTED]

Due Date
01/19/2016

Total Amount Due
[REDACTED]

Optional Donation

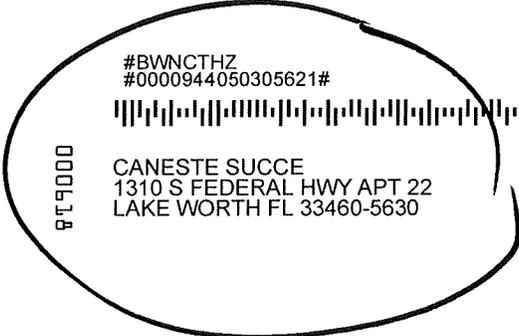
Care to Share
Tax Deductible

\$ [REDACTED]

Total Amount Enclosed

\$ [REDACTED]

Make check payable to **City of Lake Worth**



#BWNCTHZ
#0000944050305621#



CANESTE SUCCE
1310 S FEDERAL HWY APT 22
LAKE WORTH FL 33460-5630

000618

00010454300004865600000031061

60

Expires 7/29/16



APPLICANT'S NAME: Erica Cooper-Hadden
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE ENTERED ON PAGE 5.

Thank you for your interest in serving the City of Lake Worth. The City Commission recognizes that volunteering is important, and your contribution is what makes Lake Worth a great community. Completion of this application is necessary so that the members of the City Commission can thoroughly review each application as part of their consideration for your appointment.

If applying for more than one Board/Committee, please number in order of preference. If you have previously submitted an application, it will be removed from our files unless you mark the board(s) previously applied for on this application. Please choose no more than three Boards/Committees for which you wish to apply. When selecting, indicate your first, second, and third preference. ***You may not serve on two of the following boards/committees at one time: Construction Board of Adjustments and Appeals, Community Redevelopment Agency, Historic Resources Preservation, or Planning & Zoning Boards.***

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

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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

11

1. PERSONAL

Name: Mr./Mrs./Ms (circle one) Ms Ericcka Cooper-Hadden

Residence: 1413 South H Street (print)

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: _____

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

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

Cell Phone: (561) 577-2631 Email Address: Coopelhadd@aol.com

Are you a citizen of the United States? yes

Are you a registered Palm Beach County voter? yes

Are you a registered Lake Worth voter? yes

How long have you been a resident of Lake Worth? 40 years

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

Arts and Education International

What is your occupation? Educational Consultant

Employer? A&E I

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? No

If so, which board? _____

Have you ever served on a City of Lake Worth board? No

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

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

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

2. EDUCATION

High School: Lake Worth High School Date of Graduation: 6/1992
Palm Beach Atlantic College BA
College: Florida Atlantic Univ. Degree: MA Date of Graduation: 2004
Palm Beach State College AA 2000

Resume attached? yes _____ no _____

Will email to sdonaldson@lakeworth.org

3. WORK EXPERIENCE

Primarily Educational Leadership and Supervision.

4. INTEREST/ACTIVITIES

Varies

5. COMMUNITY INVOLVEMENT

Varies - 40 year resident.

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

~~To~~ My goal is to assist the City of Lake Worth and its residence in their endeavor to provide quality services, a safe environment and a better standard of living.

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

Ditto.

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

Ditto. 😊

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

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


Signature

PLEASE INITIAL 
7-29-2015
Date

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE SIGNED ABOVE.

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

or

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

or

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

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Florida *The Sunshine State*
DRIVER LICENSE CLASS 1



ERICKA RANEE HADDEN
1413 S H ST
LAKE WORTH, FL 33460-5462
ISSUED: 04-02-2009

REST. ENDORSE:
[Signature]

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

ERICKA COOPER-HADDEN

1413 South H Street
Lake Worth, FL 33460

Phone: 1-561-577-2631

Email: Coopehadd@aol.com

Summary-*Skilled educational professional with significant administrative, instructional and technological experience. Implements and mentors educators and educational companies in the creation and implementation of class instruction, lesson plans, and student assessment in conjunction with state learning regulations. Provides consultation services to organizations in order to create, incorporate and regulate their educational and fiscal environments. Creates supplemental learning and exploratory activities for preschool and afterschool programs.*

Objective

To create an environment where all people feel safe and secure while being challenged to reach their ultimate potential based on their individuality and through the involvement of highly qualified educators, community workforces, the home and ultimately, the world.

Education and Accreditation

- 2000, AA in Drama ,Palm Beach Community College
- 2002, BA in Theater Arts with Dance, Palm Beach Atlantic University
- 2005, MA in Elementary Education, Florida Atlantic University
- Certified in Educational Leadership 2007, FAU

Licenses and Certificates

- Licensed Cosmetologist, South Technical Education Center
- Previously licensed Real Estate Salesperson, Palm Beach Community College
- Previously licensed Notary
- State Certificates in Educational Leadership, Elementary Education, English Speakers Of other Languages (ESOL), Exceptional Student Education (ESE) and Drama
- African and African American Infusion Certificate
- Clinical Educator Certified
- EDW (Educational Data Warehouse) Certificate
- FPMS (Florida Performance Measurement System) Certified

ERICKA COOPER-HADDEN

1413 South H Street
Lake Worth, FL 33460

Phone: 1-561-577-2631

Email: Coopehadd@aol.com

Leadership Positions Held and Employment History

2014-Current, **Director**

Arts and Education International, Lake Worth, FL

Director

2006-2014, **Principal**

Noah's Ark International Charter School, Riviera Beach, FL

Principal

2005-2006, **Assistant Principal**

Noah's Ark International Charter School, Riviera Beach, FL

Instructional Leader

1994-Current, **Instructor**

Lake Worth High School AD, Lake Worth, FL

Adult Education

2003-2005, **Teacher**

Noah's Ark International Charter School, Riviera Beach, FL

First and Third Grade Teacher

2002-2003, **Teacher**

Rosenwald Elementary, South Bay, FL

Kindergarten Teacher

1989-1994, **Youth Fine Arts Instructor**, City of Lake Worth

Other Jobs and Interests:

Team Leader

Grade Chairperson

Math and Reading Chair

Drama Club Sponsor

Journalism Club Sponsor

Dance Club Sponsor

C Camp Arts Education Program

Life Coach

PTA Coordinator

SAC coordinator/member

Youth Leader at New Life Zion

Personal Trainer

**LIBRARY BOARD
FIVE-YEAR TERMS**

MEMBERS	APPOINTED	ETHICS TRAINING	EXPIRES
Mark Parrilla 319 North B Street Apt. #2 markparrilla@me.com (Vice Mayor's District 1 Appointee)	09/23/14 H: 561-201-2851	YES	07/31/2017
VACANT (Mayor's Appointee)	H:	NA	07/31/2018
VACANT (District 2 Appointee)	H:	NA	07/31/2016
Samuel Goodstein 1717 12 th Avenue South goodstei@gmail.com (District 3 Appointee)	06/29/09 H: 561-585-4321	YES	07/31/2019
VACANT	H:	NA	07/31/2015

The Board is responsible for recommending expenditures from the Library Trust Fund and the Simpkin Trust Fund; advising the library director on issues of policy and service; and participating in the long-range planning process.

Five members appointed by the City Commission from citizens at large.

CITY RESIDENCY REQUIRED (Ord.No. 92-11).

Set up under F.S. 167.29-39. See Ord.No. 75-21, passed 8/18/75, re creation/existence in City Code (pursuant to State law subsequently repealed).

Ord.No. 2003-25, enacted 8/5/03, established attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 25% of all meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 2007-43, enacted 10/12/07, created an alternate member for two-year term.

Ord. No. 2008-14, effective 7/10/08, amended attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 2010-28, effective 11/26/10, deleted alternate member.

Meetings: Fourth Wednesday at 6:00 PM in January, March, June, and September.

Secretary: Vickie Joslin, Librarian (533-7354)

SISTER CITY BOARD
TWO-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Retha Lowe (Chair) 1301 12th Ave. South	06/26/12	H: 586-7276	YES	07/31/2014
Joseph Coicou 19 South C Street josephcoicou@gmail.com (Appointed by Vice Mayor – District 1)	07/16/13	H:561-320-1675	YES	07/31/2014
Halle Cooper (Vice-Chair) 921 North L Street Hcooper45@yahoo.com	08/29/12	C: 584-0373	YES	07/31/2015
VACANT		H:	NA	07/31/2016
VACANT		H:	NA	07/31/2015
VACANT		H:	NA	07/31/2015
VACANT		H:	NA	07/31/2014

BOARD LIAISON

Commissioner Christopher McVoy

W: 586-1732

The purpose of the Board is to assist and serve in an advisory capacity to the City Commission and the City Manager by making recommendations and providing information concerning the sister city program as well as other matters of interest, which are related to this program. The board initiates, plans, sponsors, organizes and promotes cultural exchanges. The board also provides support for international economic development programs, which the City supports, and acts as the City's official hosts for international guests. The board submits written reports to the City Commission and City Manager when deemed necessary.

Ord. No. 2010-26, effective 11/26/10, increased members to seven and staggered terms. The first five (5) members shall be appointed for a term of two (2) years, and two (2) members shall be appointed for a term of one (1) year. Thereafter, all succeeding members of said board shall be appointed for a term of two (2) years.

Established by Ordinance No. 2009-06, effective 03/13/09, comprised of five resident members appointed by the City Commission and one City Commissioner selected by the Commission to be a board liaison.

Ord. No. 2009-06, effective 3/13/09, a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Meetings: Second Monday of each month at 5:30 pm in the City Hall Conference Room.

SECRETARY: Board member

FINANCE ADVISORY BOARD
THREE-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Jason Robinson 115 North M Street jasoncrobinson@gmail.com (District 3 Appointee)	10/21/14	C: 561-685-1852	YES	7/31/2017
VACANT (District 2 Appointee)		C:	NA	07/31/2017
Robert Lepa 728 N. Lakeside Drive Robert.lepa@wfadvisors.com (Vice Mayor's Appointee)	06/02/2015	C: 561-308-5093	YES	07/31/2018
Tom Copeland 1605 S. Palmway tommycopeland@me.com (Mayor's Appointee)	05/05/2015	C: 561-601-5036	YES	07/31/2018
John Szerdi 217 South Palmway john@livingdesignsgroupfla.com (Vice Mayor's Appointee)	06/02/2015	C: 561-578-0776	YES	07/31/2016
Robert Guyer 71 17 th Avenue South rguyer@lobbyschool.com (District 4 Appointee)	08/06/2013	H: 561-582-0501 W: 352-262-5629	YES	07/13/2016
Sherry Schmidt 4 Indigo Terrace sherry@cri-re.com (Mayor's Appointee)	07/31/2013	H: 954 551-1655 C: 954 551-1655	YES	07/31/2016

BOARD LIAISON

TBD

W:

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

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

Revised: November 9, 2015



AGENDA DATE: March 1, 2016, Regular Meeting

DEPARTMENT: City Attorney

EXECUTIVE BRIEF

TITLE:

Declare REG Architects, Inc., The Morganti Group, Inc., and The Insurance Company of the State of Pennsylvania in default

SUMMARY:

This item seeks to declare the design and construction firms and the construction firm's surety in default of their respective contracts with the City regarding the Casino Building.

BACKGROUND AND JUSTIFICATION:

In June 2010, the City entered a professional services agreement with REG Architects, Inc. (REG) to design the new Casino Building. In November 2010 (and as amended in June 2011), the City entered into a construction agreement with The Morganti Group, Inc. (Morganti) to construct the new Casino Building. Morganti secured a Public Construction Bond for its work with The Insurance Company of the State of Pennsylvania (Surety).

During construction, the City notified REG and Morganti of various issues occurring at the Casino Building including, but not limited to, water intrusion through and/or around the doors on the second story (east elevation); water pooling on the second story deck; and, rusting surfaces. While some efforts were made to correct these issues, the City continued to experience the same and additional issues at the Casino.

In 2013, after both REG and Morganti applied for final payment (which was withheld), the City retained construction attorney Michael Kennedy of Ciklin, Lubitz, Martens & O'Connell, P.A., to assist in resolving the issues. After further attempts to resolve some of the issues failed, in November 2013, Mr. Kennedy notified REG, Morganti and the Surety of the continued issues. After a request by Morganti for more time, the City, REG and Morganti again attempted to amicably resolve the issues. The City met with representatives of REG and Morganti in August 2014 at the Casino to discuss solutions to the continued issues and some new issues. In September 2014, the City put REG and Morganti on notice that their proposed solutions to-date were unacceptable. In another effort to amicably resolve the issues, the City attended pre-suit mediation with representatives of REG and Morganti in May 2015. The mediation resulted in a Tolling Agreement to stay any applicable statute of limitations and to allow the parties one more attempt to resolve the issues without litigation.

In late 2015, the parties again discussed resolution of the issues. When the City (and two hired consultants) pushed back on the latest proposed solutions, the City received little response from representatives of REG and Morganti. At this time, the issues at the Casino Building include, but are not be limited to:

- Water intrusion through the windows and operable doors along the east elevation;

- Failure of the second floor deck to drain;
- Water intrusion behind the stucco on the elevations of the building;
- Improper drainage design or construction which allows water to cascade off of the roof causing hazardous conditions on the paver deck below or mold growth on canopies;
- Rusting on arch supports; and
- Premature degradation of external surfaces.

The City along with Mr. Kennedy have worked for an extended period of time with representatives of REG and Morganti in an effort to resolve the issues without litigation. Since the tolling agreement expired in January 2016; REG and Morganti appear non-responsive to the City; and, the uncorrected issues with the Casino are a breach of REG's, Morganti's and the Surety's respective contracts/bonds, Mr. Kennedy recommends placing REG, Morganti and the Surety in default and proceeding with litigation without further delay. The City Attorney concurs with this recommendation.

If REG, Morganti and the Surety are declared in default, Mr. Kennedy and the City Attorney will notify them of the same and immediately proceed with filing a lawsuit.

On February 16, 2016, the City Commission took action to table this item for two weeks.

MOTION:

I move to declare REG Architects, Inc., The Morganti Group, Inc., and The Insurance Company of the State of Pennsylvania in default.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable



AGENDA DATE: March 1, 2016, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-11 - First Reading - Small Scale Future Land Use Map Amendment and schedule the public hearing date for April 5, 2016

SUMMARY:

The Ordinance amends the City's Future Land Use Map to change the designation of approximately .4646 acre, located on the northeast corner of Lucerne Avenue and North F Street, from the City's Public (P) to Mixed Use – E (MU-E).

BACKGROUND AND JUSTIFICATION:

This is a companion item to Ordinance No. 2016-12 approving the Rezoning.

The Applicant (property owner) is preparing applications to develop the approximate .4646 acre parcel of land as the second phase to the successful Urban Arts loft and proposes to change the Future Land Use designation.

The proposed Future Land Use designation of Mixed Use - E (MU-E) is appropriate for the site and is consistent with surrounding properties which front Lucerne Avenue within the City. The MU-E designation will encourage and allow mixed development of the property as a combination of residential and commercial uses, and, allow the artists to use a portion of their home for their occupation of producing and selling their work or services "by right". This ability of the artists to work out of their homes was an important decision factor for the phase 1 buyers and is a major selling point for phase 2. Increased commercial activity in the live-work properties and additional residents of the development will support other businesses already located in the City.

At its meeting of February 3, 2016, the City's Planning and Zoning Board voted unanimously to recommend approval to the City Commission PZB 16-00300001, which covers changing the Future Land Use designation from Public (P) to a City Future Land Use designation of Mixed-Use – East (MU-E).

MOTION:

I move to approve/disapprove Ordinance No. 2016-11 on first reading and schedule the public hearing date for April 5, 2016.

ATTACHMENT(S):

Ordinance

PZB Staff Report including location map

Justification Statement



West Village Art Flats, 110 North F Street
Justification Statement for
Rezoning and Future Land Use Map Amendment

Neighborhood Renaissance, Inc. (“Applicant”) has entered into a contract with the Lake Worth Community Development Agency (“CRA”) to purchase the property located at 110 North F Street (“Property”). The Applicant has also entered into an agreement with the CRA to construct live-work residences for working artists that will be sold to households earning less than 120% of the area median income which is considered affordable housing. Additionally the agreement contemplates construction of additional community/commercial space on the Property (collectively called the “Project”). The CRA has determined that the development is consistent with its Community Redevelopment Plan (the “Redevelopment Plan”), and serves both a municipal and public purpose. The CRA meeting agenda dated August 11, 2015 approving the agreements attached as Exhibit A.

The following is the CRA’s justification for acquiring the Property as previously described:

“The development of new owner-occupied units will bring further stability west of the RR tracks, creating even more of an artist cluster. This development further supports other CRA/City efforts in developing the Artisanal and/or Mixed-Use district and joins projects including the Urban Arts Lofts, the new Lake Worth Arts Center (Armory Arts Annex), the Benziten Center for the Creative Arts and the Flamingo Clay Studio. The synergy of artists in this clustered area creates a destination and attraction in a once blighted area.”

“Development of this site addresses the goals and objectives in the CRA’s Redevelopment Plan including:

- Elimination of slum and blighted conditions
- Increase the tax base to generate additional revenues
- Elimination of conditions that decrease property values
- Facilitation of new investment in the redevelopment district
- Encouragement of housing opportunities
- Establishment of a safe, functional and aesthetically pleasing community environment”

The Property was conveyed by the City of Lake Worth (“City”) to the CRA on May 19, 2015 by Quit Claim Deed as recorded in the public records of Palm Beach County on May 26, 2015. The transfer of ownership from the City was authorized by Resolution No. 16-2015. In Section 2 of the ordinance, “The City Commission finds that the property located at 110 N F Street is appropriate for affordable housing and should be conveyed directly to the CRA consistent with Section 2-1 of the City’s code of ordinances...” A copy of the ordinance is attached as Exhibit B.

The Property is located on the northeast corner of Lucerne Avenue and N F Street. The Urban Arts Lofts were built by the CRA on the northwestern and on the southwestern corners of Lucerne and F Street. The project is wildly successful, as all 12 townhomes were sold and now occupied by working artists. Directly to the south, across Lucerne Avenue is the Lake Worth Arts Center (aka. Armory Arts Annex)

that is operated by the Amory Arts Annex. The proposed project is intended to be an extension of the first phase of a growing creative and productive community.

The Property contains .4646 acres of land that was previously developed with a 2 story office building occupied by the County Health Department. The building and parking area were demolished in 2015 by the CRA and the Property is currently vacant. The Property is currently zoned Public (P) and its Future Land Use (FLU) is Public (P).

Development of the subject property has no impact to existing or potential designated and/or contributing historic resources. The Property is no in or adjacent to a City Historic District.

The Property is located in an area where the majority of other properties are designated as Mixed Use East (MU-E) in Zoning and on the Future Land Use Map (FLUM). The MU-E zone extends along Lucerne Avenue from the FEC railroad tracks to the west on both sides of the avenue all the way to I-95 with the exception of the Shuffle Board Courts directly south (Public) and the north side of the avenue between C and B Streets (Medium Density Residential). The relevant portion of the Zoning and FLU maps are attached as Exhibit C.

The MU-E designation will allow the development of the property as a combination of residential and commercial uses, and, allow the artists to use a portion of their home for their occupation of producing and selling their work or services "by right". This ability of the artists to work out of their homes was an important decision factor for the phase 1 buyers and is a major selling point for phase 2.

The following principal nonresidential uses permitted by right in the MU-E district and are essential for a working artist to conduct his or her craft or occupation out of his or her home:

- a) Commercial – Low Intensity
- b) Office – Low Intensity
- c) Retail - Low Intensity
- d) Personal Services- Low Intensity
- e) Cultural and Artisanal Arts- Low Intensity
- f) Institutional- Low Intensity
- g) Essential Services
- h) Home occupations

Other Medium Intensity uses are allowed with either administrative or conditional uses in the MU-E district.

The following demonstrates the need and rationale for rezoning and amending the Future Land Use Map for the Property in compliance with Chapter 23, Article 2, Administration, Division 2, Section 23.2.36 Rezoning of Land and Future Land Use Map (FLUM) Amendments.

The applicant is requesting the property be Rezoned and the FLUM amended to Mixed Use East (MU-E) classification, collectively called the "Amendment".

The City's Comprehensive Plan, Section 1.1.3.4 defines the MU-E land use classification as:

"The Mixed Use East category is intended to provide for a mixture of residential, office, service and commercial retail uses within specific areas east of I-95, near or adjacent to the central commercial core and major thoroughfares of the City. The maximum density of permitted residential development is 30 dwelling units per acre. The preferred mix of uses area-wide is 25% residential and 75% non-residential. While mixed-use projects are allowed on a single site, it is not a requirement that each site within the category incorporate multiple uses. Zoning regulations implementing the Mixed Use East category shall permit the establishment and expansion of residential (including single family, two-family and multi-family), office, service and commercial retail uses either as uses permitted by right or through conditional use permit provisions. All buildings are required to provide transitional buffering and design features to mitigate impact of the MU-E sites adjacent to residential zoning districts."

"Maximum of thirty (30) dwelling units per acre (30 du/acre). Maximum height of 45'. Third story and above allowed with the provision of Community Benefits. Maximum 2.0 FAR for non-residential uses. Preferred mix of uses within this land use classification is 25% residential and 75% non-residential".

Chapter 23, Section 23.2.36, Paragraph 4 "Review Criteria" An amendment to the official zoning map processed with the FLUM amendment shall be reviewed based upon the following factors:

4. a. Consistency

The Amendment is consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans and Land Development Regulations.

The Amendment is consistent with the purpose and intent of the applicable Comprehensive Plan objectives and policies as follows:

1. Definition 1.1.3.4, specifically describes that the Property is located in an area intended as the Mixed Use East district. The Property is located on Lucerne Avenue in an area east of I-95, near of adjacent to the center commercial core and major thoroughfares of the City. The current designation of Public (P) does not allow private residential or commercial uses.
2. Section 1.2.1.1, Strategy for Delineating Land Use Category Boundaries. The amendment and rezoning will create boundaries that follow recognized parcel boundaries and public right of ways by the Property being the same classification as adjacent properties to the east and west.
3. Section 1.2.2.4, the Locational Strategy for the MU-E Category is intended for mapping along arterials where the existing land use pattern is characterized by a high proportion of office and multi-family uses and/or a high proportion of land (either vacant or with marginally useful

structures) that has a good potential for new office, commercial and medium to high density multi-family development. These areas are also 1) located adjacent to the City's central commercial core, and 2) have reasonable development potential. Predominately all the properties between the central core and I-95 along Lucerne Avenue hold the MU-E designation on the FLUM. The property is highly desirable to be developed as next phase of the Urban Arts Lofts that has revitalized the neighborhood.

4. Objective 1.3.1: The Amendment will eliminate and reduce land uses inconsistent with the community character by making the Property's zoning and FLU the same as adjacent properties.
5. Objective 1.3.2: To achieve a simple land use pattern with a higher degree of use compatibility within each land use category is achieved if the Property's zoning and FLUM designations are the same as adjacent properties and the corridor along Lucerne Avenue.
6. Objective 1.3.4: To encourage redevelopment and renewal of blighted areas and to promote the rehabilitation and restoration of older structures. The objective will be achieved by the MU-E designation. The Property is located within the CRA boundary and the CRA was created to make investments that will eliminate blight, increase property values and encourage economic activity within its boundaries. The Project is also part of the CRA's Redevelopment Plan.
7. Policy 1.3.4.1: Redevelopment opportunities shall be maximized through activities of the Community Redevelopment Agency to operate within the Redevelopment Area as shown on the Future Land Use Plan. The property was conveyed to the CRA by the City for development as affordable housing and the CRA desires more live work housing in this area. The CRA economic and community development strategy for the area includes expansion of the community of artists that live and work in the West Village.
8. Policy 1.3.4.4: Redevelopment opportunities will be maximized through use of mixed land use designations that permit a flexible mix of multi-family residential and compatible office uses.
9. Policy 1.3.4.5: Redevelopment with commercial or office uses in locations that are presently devoted to residential uses, but would be more suitable for commercial or office uses, will be encouraged through use of mixed land use designations. Lucerne Avenue is currently built out with a mix of commercial buildings, mixed use buildings, multi-family and single family homes. The CRA's Redevelopment Plan for the area is a mix of uses and encourage more varied commercial uses and providing more housing.
10. Objective 1.3.9: The City shall discourage the proliferation of urban sprawl and shall facilitate a compact urban development pattern that provides opportunities to more energy efficient use and develop infrastructure, land, and other resources and services by concentrating more intensive growth within the City's mixed use, high density residential and TOD areas.
11. Policy 1.3.9.1 The City shall further discourage urban sprawl by:
 - 2 applies: Requiring in all future development and redevelopment in the City, land use patterns that are non-strip in nature and demonstrate the ability to attract and encourage a functional mix of uses.

12. Policy 1.6.1.2: The City shall support redevelopment with recommended regulations pertaining to height, density, and design, mixed use, neighborhood compatibility and protection of historic resources. The area is in the CRA redevelopment area, supports the redevelopment of an older urban area and allows infill development on a vacant lot. The Property is not in a designated Historic District.
13. Policy 1.7.1.4: The City and CRA will continue to implement the Redevelopment Plan, and review and update the plan as necessary.
14. Policy 1.7.5.1: The City will continue to support operation of the CRA in assembly of lots for redevelopment.
15. Policy 3.1.2.1: Amendments to the zoning ordinance and other development regulations shall retain principles and criteria for guiding the location of adult congregate living facilities, group homes, housing for low and moderate income households, mobile homes, and foster homes in a manner consistent with State laws and more explicitly in conformity with Florida Statutes.
16. Policy 3.2.2.3: The City shall ensure compatibility of new affordable housing developments with existing characteristics by proactively seeking projects that integrate adaptive re-use, missed use, and offer affordable housing solutions through site plan review and design guidelines.

Redevelopment Plan:

The Amendment will support the Redevelopment Plan. See Exhibit A – CRA meeting agenda item approving the project.

4. b. Land Use Pattern

The Amendment would establish a consistent land use pattern. It would eliminate an isolated land use classification unrelated to adjacent and nearby classifications. It would not constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare.

The following table identifies the FLU and Zoning classifications of the adjacent properties:

Adjacent Property Information			
Property Location	Future Land Use	Zoning	Current Use
North	MDR	SF TF 14	Single Family Home
South	Public	PROS	Shuffle Board Courts
East	MU-E	MU-E	Shopping Center
West	MU-E	MU-E	Residential – Urban Artist Lofts

The Amendment will make the FLU and Zoning consistent with it adjacent properties to the east and west but also fill a gap in the MU-E zoning along Lucerne Avenue. MU-E is the predominate designation on Lucerne Avenue from the FEC railway to I-95.

4. c. Sustainability

The Amendment will support the integration of a mix of land uses consistent with smart growth and sustainability initiatives. The requested land use designation is complementary to adjacent properties and the area, is accessible to public transportation and provide interconnectivity within the Project and between adjacent properties. The Project is planned as the next phase of the highly successful Urban Arts Lofts that was developed by the CRA a few years ago. All 12 residences are owned and occupied by working artists. Most of the artists live and work from their homes, creating economic activity in the urban area of Lake Worth. The MU-E designation is desirable as it allows the artists to live and work in their properties. Light commercial and occupational activities are allowed by right.

The Amendment makes the Property's zoning and land use the same as adjacent properties and allows development with complementary uses.

The location of the property encourages the use of alternative transportation due to its location on Palm Trans bus routes 61 and 62 that runs east and west (Lake and Lucerne Avenues) and within 3 blocks of route 1. The Lake Worth Tri Rail station is within walking distance, .55 miles to the west.

Interconnectivity along Lucerne Avenue is enhanced and extended by a consistent pedestrian experience with active artist workspaces fronting on the street.

Smart Growth principals are accomplished by infill development in developed urban area with adequate infrastructure close to grocery, drug and dining establishments. The infill development will further utilized utility and transportation networks without creating sprawl.

4. d. Availability of Public Services/Infrastructure

This section applies to planned zoning districts and is not applicable to this application.

4. e. Compatibility.

The proposed Amendment is compatible with the current and future land uses of the adjacent and nearby properties by making the designation the same as those properties. The Amendment will allow development of the Property consistent with the newly developed Urban Art Lofts to the west and with contemplated development or use of properties along this area of Lucerne Avenue.

4. f. Does not apply to the Amendment. Applies to planned zoning districts.

4. g. Economic Development Impact Determination for Conventional Zoning Districts.

The proposed Amendment would further the City's Economic Development Program by bringing more residents and businesses into the City and the neighborhood.

The MU-E allows mixed residential and commercial development. The existing designation of Public does not allow either. The MU-E designation allows, "by right", residences to include workspace for

artists' occupational business activity and possibly job opportunities for the citizens of the City. This will expand the City's property tax base and associated taxes generated by commercial activities.

The MU-E designation will encourage mixed development of commercial and residential uses. It will allow increased intensity of development and types of uses on the Property. Increased commercial activity in the live-work properties and additional residents of the development will support other business already located in the City.

The Amendment will increase not decrease the number of uses with "high probable economic development benefits such as employment and expansion of tax base". The Amendment will increase the benefits compared to its existing designation as Public.

4. h. Commercial and Industrial Land Supply

The proposed FLUM amendment will increase, not reduce, the amount of land available for commercial/industrial development. The MU-E encourages a mix of commercial with residential uses on a property. Neither is allowed under its existing designation of Public.

The proposed FLUM amendment provides substantiated evidence of satisfying the following Direct Economic Development Benefits as listed in subparagraph 4.f. (must meet at least 4):

Benefit (2) The Amendment contributes to the enhancement and diversification of the City's tax base by allowing private ownership and development of the property.

Benefit (3) Meets current market demand for more affordable housing in the City. The first phase of the Urban Arts Lofts which are live-work residences is wildly successful. The ability to work out of one's residence is highly desirable in today's entrepreneurial society.

Benefit (4) Will create new employment opportunities for residents who will occupy and own the residences. The economic activities of the artist residents will most likely conducted on site rather than at an offsite location, possibly not in the City boundary. Most of the residential properties in the City do not allow a business to be conducted within the residence.

Benefit (5) Will promote and utilize innovative method and technologies that promote sustainability. The construction will comply with standards of and be certified by Florida Green Building Coalition at a minimum. The standards cover the building materials, building efficiency, siting and Florida friendly landscaping.

Benefit (7) Will be complementary to existing uses, thus fostering synergy effects.

Benefit (8) Will alleviate blight/economic obsolescence of the subject site. The property is vacant and does not contribute economically to the area nor to the neighborhood's community. The City Council has determined that the property is surplus and not needed or suitable for its future needs.

The proposed FLUM amendment will result in higher valuation than the existing land use which is Public. Public property does not generate economic activity or increased property values since it would be exempt from taxation. Private ownership will increase tax revenues.

4. i. Alternative Sites

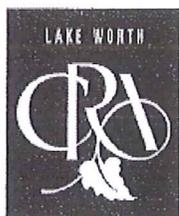
There are no alternative sites. The City Council's intention by conveying the property to the CRA was for the development of affordable housing in the CRA's jurisdiction. The affordability factor is being assisted by a grant of funds to the home buyers to make the homes affordable. The funds must be spent within the CRA boundaries. The Property is also planned by the CRA to expand its Urban Arts Lofts initiative which phase 1 is located adjacent.

4. j. Master Plan and Site Plan Compliance with Land Development Regulations

The Project will comply with the site development standards of 23.2-32 and will provide specific details through the required Site Plan Application approval process subsequent to approval of the Amendment.

EXHIBIT A – CRA AGENDA ITEM

VIII. a.



LAKE WORTH
COMMUNITY REDEVELOPMENT AGENCY
29 SOUTH J STREET
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice-Chair and Members of the Board
FROM: Joan C. Oliva, Executive Director
DATE: August 11, 2015
SUBJECT: Development Agreement for West Village

EXPLANATION:

Under the approved Action Plan in the NSP-2 application, the Lake Worth Consortium is tasked with the acquisition, rehabilitation and construction of 100 housing units. The LW-CRA is responsible for the purchase of all foreclosed and/or abandoned properties that fit the guidelines within the target area. Along with the responsibility of acquisition comes the need for Tier II environmental, State Housing and Preservation Office letters of inquiry, lead and asbestos testing, the clearing of title and any code fines, ordering surveys and appraisals, creating files and the reporting of all activities in the federal on-line system.

In April 2015, the Board approved a conceptual site plan and development proposal for 110 N F Street. The property, formerly owned by the County Health Department was donated to the City in 2013. Since that time, the building remained vacant and continued to deteriorate. This May the City conveyed the property to the CRA for the development of additional NSP-funded arts lofts. To date, the CRA paid just over \$23K for environmental testing, a historic review, a survey and structural demolition.

Neighborhood Renaissance (NR) and the CRA executed a Memorandum of Understanding (MOU) earlier this year in preparation for the development of an NSP-funded project, West Village (Exhibit "A"). Since that time Staff from both the CRA and Neighborhood Renaissance have been meeting with the City to discuss design, unit number and type and financing options.

As a partner in the development of West Village, the CRA is contributing the land and an additional \$700K to help defray development costs. The \$700K in NSP funds will be used to pay for impact fees, permit fees, water and sewer connections and other necessary fees and infrastructure costs such as recording and closing costs, engineering and architectural fees, the bond application, utility relocation and other fees that all constitute NSP-2 eligible expenses.

The development agreement is an Exhibit to the Purchase and Sale agreement. The Purchase and Sale agreement complete with the development agreement and other exhibits is attached as Exhibit "B".

Highlights of the Development Agreement include the following:

- All units must be sold to Artists who meet the established definition
- The development will include up to 11 owner occupied live/work residential units, all offered at 120% or less of AMI (Exhibit "C"), at least 2000 square feet of community/commercial space for cultural uses plus garages and amenities
- The project must become Florida Green Building Certified
- The CRA shall participate in the recruitment of interested artists
- The CRA will use NSP funds to establish an initial maintenance reserve of \$25K for the to-be-established HOA
- Up to \$12K in NSP funds will be used for down payment assistance for qualified buyers
- Other than the Grant money provided by the CRA, Neighborhood Renaissance is responsible for securing all other necessary financing for the construction of the project
- CRA Board has the right to approve the design of the Project

The development of this site will put the Lake Worth Consortium well over our stated 100 unit goal in the NSP-2 Action Plan. With the addition of these eleven new units, the total number of NSP developed units increases to 176.

The development of new owner-occupied units will bring further stability west of the RR tracks, creating even more of an artist cluster. This development further supports other CRA/City efforts in developing the Artisanal and/or Mixed-Use district and joins projects including the Urban Arts Lofts, the new Lake Worth Arts Center, the Benzaiten Center for the Creative Arts and the Flamingo Clay Studio. The synergy of artists in this clustered area creates a destination and attraction in a once blighted area.

Development of this site addresses many of the goals and objectives in the CRA's Redevelopment Plan including:

- Elimination of slum and blighted conditions
- Increase the tax base to generate additional revenue
- Elimination of conditions that decrease property values
- Facilitation of new investment in the redevelopment district
- Encouragement of housing opportunities
- Establishment of a safe, functional and aesthetically pleasing community environment

REQUEST:

Staff requests the Board approve the Purchase and Sale agreement between Neighborhood Renaissance Inc. and the CRA.

EXHIBIT B – CITY COUNCIL AGENDA



CITY OF LAKE WORTH

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

AGENDA DATE: May 5, 2015 Regular Meeting **DEPARTMENT:** Community Sustainability

EXECUTIVE BRIEF

TITLE:

Resolution No. 16-2015 – declare 21 properties as surplus and directing the method of sale

SUMMARY:

The Resolution authorizes the review of a city-owned inventory list and determination if any are appropriate for affordable housing, needed for city purposes, or to be offered for sale.

BACKGROUND AND JUSTIFICATION:

State statute and City ordinance require the City Commission to review the list of all real property within the City limits to which the city holds fee simple title. The City Commission must review the list at a public hearing and make a determination if any of the properties are appropriate for affordable housing. If the properties are not appropriate for affordable housing, the Commission must determine if the properties are unusable or not needed for city purposes. The properties that are not appropriate for affordable housing and not usable or needed for city purposes, may be sold by competitive sealed bids or by request for proposal.

Staff has identified 21 properties to be reviewed (all 21 properties are identified on the attached list by PCN, address and legal description). Staff recommends that the City Commission find that the property at 110 North E Street is appropriate for affordable housing and convey the same to the Lake Worth Community Redevelopment Agency. Staff also recommends that the City Commission find that the remaining 20 properties are not appropriate for affordable housing and not usable or needed for city purposes and should be disposed of as follows:

- | | | |
|-----|------------------------|---|
| 1. | 313 North M Street | RFP with Historic New Construction Covenant |
| 2. | 431 North L Street 1 | Sealed Bid with Historic Restoration Covenant |
| 3. | 622 North H Street | RFP |
| 4. | 601 North E Street | RFP |
| 5. | 639 Washington Avenue | RFP |
| 6. | 711 North L Street | RFP with Historic New Construction Covenant |
| 7. | 416 3rd Avenue South 1 | RFP with Historic New Construction Covenant |
| 8. | 1203 18th Avenue North | RFP with Multiple Parcel Potential |
| 9. | 1506 South J Street | RFP |
| 10. | 431 North K Street | RFP with Historic New Construction Covenant |
| 11. | 624 Highland Avenue | RFP |
| 12. | 1526 Wingfield Street | RFP |
| 13. | 1756 14th Avenue South | RFP |
| 14. | 1101 South E Street | RFP |
| 15. | 626 Latona Avenue | RFP |
| 16. | 628 North K Street | RFP with Historic New Construction Covenant |

- | | | |
|-----|---------------------------|------------------------------------|
| 17. | 629 South H Street | RFP |
| 18. | 1527 South Douglas Street | RFP with Multiple Parcel Potential |
| 19. | 304 South F Street | RFP |
| 20. | 732 South C Street | RFP with Multiple Parcel Potential |

Successful disposition of these properties will accomplish returning the properties to productive use and back onto the City's tax roll, eliminate potential blight, reduce on-going maintenance costs, reduce exposure to liability and help offset the City's current fiscal situation.

MOTION:

I move to approve/not approve Resolution No. 16-2015.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution
Property List

16-2015

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RESOLUTION NO. 16-2015 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING TWENTY-ONE PROPERTIES ON THE INVENTORY LIST OF ALL CITY OWNED PROPERTY AS SURPLUS; FINDING ONE PROPERTY APPROPRIATE FOR AFFORDABLE HOUSING; FINDING TWENTY PROPERTIES NOT USABLE FOR CITY PURPOSES AND NOT APPROPRIATE FOR AFFORDABLE HOUSING; DIRECTING THE METHOD OF SALE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-1 of the City's code of ordinances requires the City Commission to review a list of all real property within the city limits to which the city holds fee simple title; and

WHEREAS, this review must occur at a public hearing to determine if any property is appropriate for affordable housing and, if not, whether usable or needed for city purposes; and

WHEREAS, if a property is appropriate for affordable housing, the City may sell it (and use the proceeds for further affordable housing development); sell it with restrictions for affordable housing; or, donate it to a nonprofit housing organization for permanent affordable housing; and

WHEREAS, for property to be conveyed to the Lake Worth Community Redevelopment Agency (CRA), the City Commission may waive the sale requirements of Section 2-1; and

WHEREAS, if a property is not appropriate for affordable housing and is not usable or needed for city purposes, the City Commission may authorize its sale; and

WHEREAS, the City Commission has reviewed the list of twenty-one (21) properties (attached hereto and incorporated herein) and has determined that all such properties are surplus and not need by the City for its purposes; and

WHEREAS, the City Commission has specifically determined that one (1) property is appropriate for affordable housing and that twenty (20) properties are not appropriate for affordable housing and are unusable; and

WHEREAS, the City Commission finds declaring the twenty-one (21) properties surplus and as further set forth herein as serving a valid public purpose.

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

Section 1. The foregoing WHEREAS provisions are adopted herein as true and correct statements and findings of the City Commission.

Pg. 2, Reso. 16-2015

49
50 Section 2. The City Commission finds that the property located at 110
51 N. F Street is appropriate for affordable housing and should be conveyed directly
52 to the CRA consistent with Section 2-1 of the City's code of ordinances (without
53 a minimum bid amount or by sale).

54
55 Section 3. For the other twenty (20) properties, the City Commission
56 finds that the properties are not usable, not needed for city purposes and are not
57 appropriate for affordable housing and are to be sold by the following methods:

- 58
59 1. 313 North M Street RFP with Historic New Construction Covenant
60 2. 431 North L Street 1 Sealed Bid with Historic Restoration Covenant
61 3. 622 North H Street RFP
62 4. 601 North E Street RFP
63 5. 639 Washington Avenue RFP
64 6. 711 North L Street RFP with Historic New Construction Covenant
65 7. 416 3rd Avenue South 1 RFP with Historic New Construction Covenant
66 8. 1203 18th Avenue North RFP with Multiple Parcel Potential
67 9. 1506 South J Street RFP
68 10. 431 North K Street RFP with Historic New Construction Covenant
69 11. 624 Highland Avenue RFP
70 12. 1526 Wingfield Street RFP
71 13. 1756 14th Avenue South RFP
72 14. 1101 South E Street RFP
73 15. 626 Latona Avenue RFP
74 16. 628 North K Street RFP with Historic New Construction Covenant
75 17. 629 South H Street RFP
76 18. 1527 South Douglas Street RFP with Multiple Parcel Potential
77 19. 304 South F Street RFP
78 20. 732 South C Street RFP with Multiple Parcel Potential
79

80 Section 4. Effective Date. This Resolution shall take effect immediately
81 upon its adoption.

82
83 The passage of this Resolution was moved by Commissioner _____,
84 seconded by Commissioner _____, and upon being put to a vote, the vote
85 was as follows:

86
87 Mayor Pam Triolo
88 Vice Mayor Scott Maxwell
89 Commissioner Christopher McVoy
90 Commissioner Andy Amoroso
91 Commissioner Ryan Maier
92

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93 Mayor Pam Triolo thereupon declared this Resolution duly passed and
94 adopted on the 5th day of May, 2015.

95
96
97
98
99
100

LAKE WORTH CITY COMMISSION

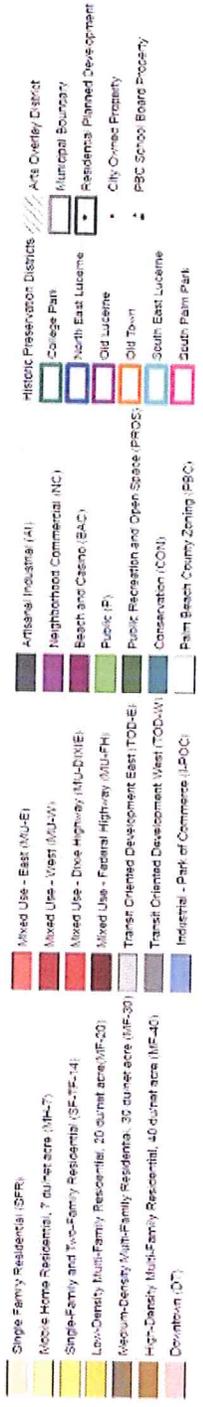
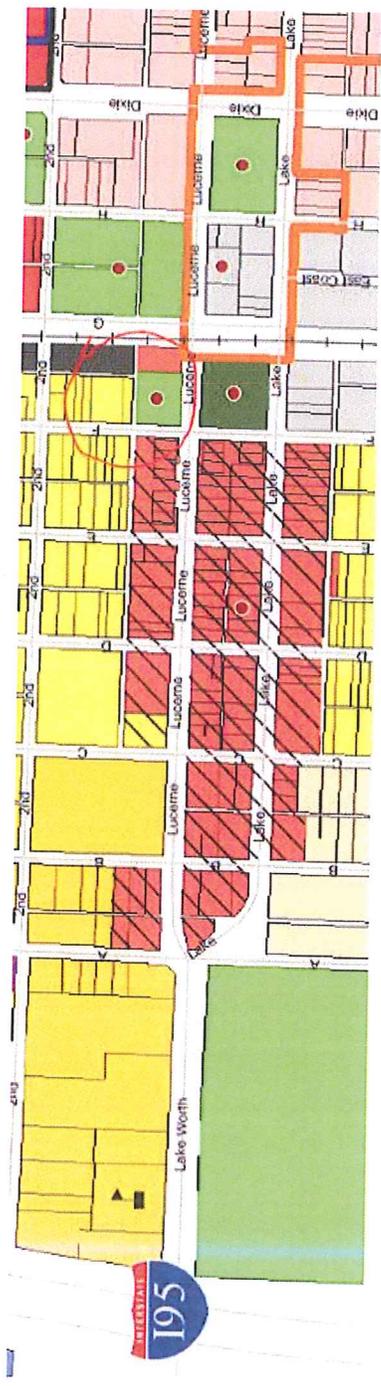
By: _____
Pam Triolo, Mayor

101 ATTEST:

102
103
104
105

Pamela J. Lopez, City Clerk

Exhibit C-1
Future Land Use





DEPARTMENT for COMMUNITY SUSTAINABILITY
Planning, Zoning and Historic Preservation Division
1900 2nd Avenue North · Lake Worth, Florida 33461 · Phone: 561-586-1687

DATE: January 23, 2016

TO: Members of the Planning & Zoning Board

FROM: Curt Thompson, Community Planner
Maxime Ducoste, Planning and Preservation Manager

SUBJECT: **PZB Project Numbers 16-01300001 and 16-00300001**, Consideration of:

- A recommendation to the Planning & Zoning Board on a request for a **Small Scale Future Land Use Map Amendment** from a City of Lake Worth Land Use designation of Public (P) to a City of Lake Worth Future Land Use designation of Mixed Use East (MU-E);
- A recommendation to the Planning & Zoning Board on a request for a **Zoning Map Amendment** from a City of Lake Worth Public (P) Zoning District to a City of Lake Worth Mixed Use – East (MU – E) Zoning District.

P&ZB Meeting Date: February 3, 2016

BACKGROUND/ PROPOSAL:

Neighborhood Renaissance, Inc. ("Applicant") has entered into a contract with the Lake Worth Community Development Agency ("CRA") to purchase the property located at 110 North F Street ("Property"). The Applicant has also entered into an agreement with the CRA to construct live-work residences for working artists that will be sold to households earning less than 120% of the area median income which is considered affordable housing. Additionally the agreement contemplates construction of additional community/commercial space on the Property (collectively called the "Project"). The CRA has determined that the development is consistent with its Community Redevelopment Plan (the "Redevelopment Plan"), and serves both a municipal and public purpose. The CRA meeting agenda dated August 11, 2015 approving the agreements attached as Exhibit A.

The following is the CRA's justification for acquiring the Property as previously described:

"The development of new owner-occupied units will bring further stability west of the RR tracks, creating even more of an artist cluster. This development further supports other CRA/City efforts in developing the Artisanal and/or Mixed-Use district and joins projects including the Urban Arts Lofts, the new Lake Worth Arts Center (Armory Arts Annex), the Benzaiten Center for the Creative Arts and the Flamingo Clay Studio. The synergy of artists in this clustered area creates a destination and attraction in a once blighted area."

"Development of this site addresses the goals and objectives in the CRA's Redevelopment Plan including:

- Elimination of slum and blighted conditions
- Increase the tax base to generate additional revenues
- Elimination of conditions that decrease property values
- Facilitation of new investment in the redevelopment district
- Encouragement of housing opportunities
- Establishment of a safe, functional and aesthetically pleasing community environment”

The Property was conveyed by the City of Lake Worth (“City”) to the CRA on May 19, 2015 by Quit Claim Deed as recorded in the public records of Palm Beach County on May 26, 2015. The transfer of ownership from the City was authorized by Resolution No. 16-2015. In Section 2 of the ordinance, “The City Commission finds that the property located at 110 N F Street is appropriate for affordable housing and should be conveyed directly to the CRA consistent with Section 2-1 of the City’s code of ordinances...” A copy of the ordinance is attached as Exhibit B.

The Property is located on the northeast corner of Lucerne Avenue and N F Street. The Urban Arts Lofts were built by the CRA on the northwestern and on the southwestern corners of Lucerne and F Street. The project was very successful, as all 12 townhomes were sold and now occupied by working artists. Directly to the south, across Lucerne Avenue is the Lake Worth Arts Center (aka. Armory Arts Annex) that is operated by the Amory Arts Annex. The proposed project is intended to be an extension of the first phase of a growing creative and productive community. The Property contains .4646 acres of land that was previously developed with a 2 story office building occupied by the County Health Department. The building and parking area were demolished in 2015 by the CRA and the Property is currently vacant. The Property is currently zoned Public (P) and its Future Land Use (FLU) is Public (P).

Development of the subject property has no impact to existing or potential designated and/or contributing historic resources. The Property is not in or adjacent to a City Historic District.

The Property is located in an area where the majority of other properties are designated as Mixed Use East (MU-E) in Zoning and on the Future Land Use Map (FLUM). The MU-E zone extends along Lucerne Avenue from the FEC railroad tracks to the west on both sides of the avenue all the way to I-95 with the exception of the Shuffle Board Courts directly south (Public) and the north side of the avenue between C and B Streets (Medium Density Residential). The relevant portion of the Zoning and FLU maps are attached as Exhibit C.

The MU-E designation will allow the development of the property as a combination of residential and commercial uses, and, allow the artists to use a portion of their home for their occupation of producing and selling their work or services “by right”. This ability of the artists to work out of their homes was an important decision factor for the phase 1 buyers and is a major selling point for phase 2. The following principal nonresidential uses permitted by right in the MU-E district and are essential for a working artist to conduct his or her craft or occupation out of his or her home:

- a) Commercial – Low Intensity
- b) Office – Low Intensity
- c) Retail - Low Intensity

- d) Personal Services- Low Intensity
- e) Cultural and Artisanal Arts- Low Intensity
- f) Institutional- Low Intensity
- g) Essential Services
- h) Home occupations

Other Medium Intensity uses are allowed with either administrative or conditional uses in the MU-E district.

ANALYSIS:

The requested Future Land Use Amendment (FLUM) and Rezoning is consistent with the following Objective and Policies of the Future Land Use Element within the City's adopted Comprehensive Plan:

1.1.3 Land Use Classifications

Mixed Use East: Maximum of thirty (30) dwelling units per acre (30 du/acre). Maximum height of 45'. Third story and above allowed with the provision of the Sustainability Bonus Incentive Program (Community Benefits). Maximum 2.0 FAR for non-residential uses. Preferred mix of uses within this land use classification is 25% residential and 75% non-residential. The corresponding zoning districts for this land use category are MU-DH, MU-FH and MU-E.

1.2.2.4 Locational Strategy for the Mixed Use East Category:

The Mixed Use East land use category is intended for mapping along arterials where the existing land use pattern is characterized by a high proportion of office and multi-family uses and/or a high proportion of land (either vacant or with marginally useful structures) that has a good potential for new office, commercial and medium to high density multi-family development. These areas are also 1) located adjacent to the City's central commercial core, and 2) have reasonable development potential.

1.1.3.4 Mixed Use East, maximum 30 du/acre

The Mixed Use East category is intended to provide for a mixture of residential, office, service and commercial retail uses within specific areas east of I-95, near or adjacent to the central commercial core and major thoroughfares of the City. The maximum density of permitted residential development is 30 dwelling units per acre. The preferred mix of uses area-wide is 25% residential and 75% non-residential. While mixed-use projects are allowed on a single site, it is not a requirement that each site within the category incorporate multiple uses. Zoning regulations implementing the Mixed Use East category shall permit the establishment and expansion of residential (including single family, two-family and multi-family), office, service and commercial retail uses either as uses permitted by right or through conditional use permit provisions. All buildings are required to provide transitional buffering and design features to mitigate impact of the MU-E sites adjacent to residential zoning districts.

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 FLUM and rezoning, The Amendment is consistent with the purpose and intent of the applicable Comprehensive Plan objectives and policies as follows:

1. Definition 1.1.3.4, specifically describes that the Property is located in an area intended as the Mixed Use East district. The Property is located on Lucerne Avenue in an area east of I-95, near of adjacent to the center commercial core and major thoroughfares of the City. The current designation of Public (P) does not allow private residential or commercial uses.
 2. Section 1.2.1.1, Strategy for Delineating Land Use Category Boundaries. The amendment and rezoning will create boundaries that follow recognized parcel boundaries and public right of ways by the Property being the same classification as adjacent properties to the east and west.
 3. Section 1.2.2.4, the Locational Strategy for the MU-E Category is intended for mapping along arterials where the existing land use pattern is characterized by a high proportion of office and multi-family uses and/or a high proportion of land (either vacant or with marginally useful structures) that has a good potential for new office, commercial and medium to high density multi-family development. These areas are also 1) located adjacent to the City's central commercial core, and 2) have reasonable development potential. Predominately all the properties between the central core and I-95 along Lucerne Avenue hold the MU-E designation on the FLUM. The property is highly desirable to be developed as next phase of the Urban Arts Lofts that has revitalized the neighborhood.
- 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 Amendment would establish a consistent land use pattern. It would eliminate an isolated land use classification unrelated to adjacent and nearby classifications. It would not constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare.

The following table identifies the FLU and Zoning classification of the adjacent properties:

Adjacent Property Information			
Property Location	Future Land Use	Zoning	Current Use
North	MDR	SF-TF 14	Single Family Home
South	Public	PROS	Shuffle Board Courts
East	MU-E	MU-E	Shopping Center
West	MU-E	MU-E	Residential – Urban Artist Lofts

The Amendment will make the FLU and Zoning consistent with its adjacent properties to the east and west but also fills a gap in the MU-E zoning along Lucerne Avenue. The Mixed Use East land use and zoning designations are the predominate designations on Lucerne Avenue from the FEC railway to Interstate-95 (I-95).

- 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: The Amendment will support the integration of a mix of land uses consistent with smart growth and sustainability initiatives. The requested land use designation is complementary to adjacent properties and the area, is accessible to public transportation and provide interconnectivity within the Project and between adjacent properties. The Project is planned as the next phase of the highly successful Urban Arts Lofts that was developed by the CRA a few years ago. All 12 residences are owned and occupied by working artists. Most of the artists live and work from their homes, creating economic activity in the urban area of Lake Worth. The MU-E designation is desirable as it allows the artists to live and work in their properties. Light commercial and occupational activities are allowed by right.

The Amendment makes the Property's zoning and land use the same as adjacent properties and allows development with complementary uses. The location of the property encourages the use of alternative transportation due to its location on Palm Trans bus routes 61 and 62 that runs east and west (Lake and Lucerne Avenues) and within 3 blocks of route 1. The Lake Worth Tri Rail station is within walking distance, .55 miles to the west. Interconnectivity along Lucerne Avenue is enhanced and extended by a consistent pedestrian experience with active artist workspaces fronting on the street.

While no formal site plan has been submitted as part of this FLUM and Rezoning 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. Smart Growth principals are accomplished by infill development in developed urban area with adequate infrastructure close to grocery, drug and dining establishments. The infill development will further utilized utility and transportation networks without creating sprawl.

- 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 Amendment is compatible with the current and future land uses of the adjacent and nearby properties by making the designation the same as those properties. The Amendment will allow development of the Property consistent with the newly developed Urban Art Lofts to the west and with contemplated development or use of properties along this area of Lucerne Avenue.

- 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 Amendment would further the City's Economic Development Program by bringing more residents and businesses into the City and the neighborhood. The MU-E allows mixed residential and commercial development. The existing designation of Public does not allow either. The MU-E designation allows, "by right", residences to include workspace for West Village Art Flats, 110 North F Street artists' occupational business activity and possibly job opportunities for the citizens of the City. This will expand the City's property tax base and associated taxes generated by commercial activities.

The MU-E designation will encourage mixed development of commercial and residential uses. It will allow increased intensity of development and types of uses on the Property. Increased commercial activity in the live-work properties and additional residents of the development will support other business already located in the City.

The proposed land use and zoning designations represent an increase in the number of uses with high probable economic development benefits such as employment and expansion of the tax base, while allowing for other mix of uses when compared to the existing Public (P) land use and zoning designation.

- 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 will increase, not reduce, the amount of land available for commercial/industrial development. The MU-E encourages a mix of commercial with residential uses on a property. Neither is allowed under its existing designation of Public.

The proposed FLUM amendment provides substantiated evidence of satisfying the following Direct Economic Development Benefits as listed in subparagraph 4.f. (must meet at least 4):

Benefit (2) The Amendment contributes to the enhancement and diversification of the City's tax base by allowing private ownership and development of the property.

Benefit (3) Meets current market demand for more affordable housing in the City. The first phase of the Urban Arts Lofts which are live-work residences is wildly successful. The ability to work out of one's residence is highly desirable in today's entrepreneurial society.

Benefit (4) Will create new employment opportunities for residents who will occupy and own the residences. The economic activities of the artist residents will most likely be conducted on site rather than at an offsite location, possibly not in the City boundary. Most of the residential properties in the City do not allow a business to be conducted within the residence.

Benefit (5) Will promote and utilize innovative methods and technologies that promote sustainability. The construction will comply with standards and be certified by Florida

Green Building Coalition at a minimum. The standards cover the building materials, building efficiency, siting and Florida friendly landscaping.

Benefit (7) Will be complementary to existing uses, thus fostering synergy effects.

Benefit (8) Will alleviate blight/economic obsolescence of the subject site. The property is vacant and does not contribute economically to the area nor to the neighborhood's community. The City Council has determined that the property is surplus and not needed or suitable for its future needs.

The proposed FLUM amendment will result in higher valuation than the existing land use which is Public. Public property does not generate economic activity or increased property values since it would be exempt from taxation. Private ownership will increase tax revenues.

- h. Alternative Sites. Whether there are sites available elsewhere in the city in zoning districts which already allow the desired use.

Staff Response: There are no alternative sites. The City Council's intention by conveying the property to the CRA was for the development of affordable housing in the CRA's jurisdiction. The affordability factor is being assisted by a grant of funds to the home buyers to make the homes affordable. The funds must be spent within the CRA boundaries. The Property is also planned by the CRA to expand its Urban Arts Lofts initiative which phase 1 is located adjacent.

- i. Master Plan and Site Plan Compliance with Land Development Regulations.

Staff Response: Staff will ensure that the proposed project will comply with the site development standards of 23.2-32 and the applicant will provide specific details through the required Site Plan Application approval process subsequent to approval of this request.

CONSEQUENT ACTION:

The Planning and Zoning Board can choose to recommend approval of the application; recommend approval of the application with conditions; continue the hearing to a date certain to request additional information; or recommend denial of the application. 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:

The analysis has shown that the rezoning request meets the applicable standards as indicated above. The rezoning as proposed is in harmony with the underlying future land use and all future proposals shall be subject to the City of Lake Worth's Land Development Regulations. The Land Development Regulations require a conditional land use permit for a hotel use in the Downtown zoning district.

Staff recommends that the Planning & Zoning Board approve the following:

- Approval of the Small Scale Future Land Use Map Amendment from Public (P) to assign a Future Land Use designation of Mixed Use East (MU-E);
- Approval of the Zoning Map Amendment from Public (P) to assign an initial zoning of Mixed Use – East (MU - E) District.

POTENTIAL MOTIONS:

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 16-00300001 a Small Scale Future Land Use Map (FLUM) change from a City land use designation of Public (P), to a City of Lake Worth land use designation of Mixed Use East (MU-E).

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 16-01300001: Zoning Map Amendment from a City of Lake Worth Zoning Designation of Public (P), to a City Zoning Designation of Mixed Use – East (MU-E).

LOCATION MAP



Attachments:

- Exhibit A
- Exhibit B
- Exhibit C-1
- Exhibit C-2

EXHIBIT A – CRA AGENDA ITEM

VIII. a.



LAKE WORTH
COMMUNITY REDEVELOPMENT AGENCY
29 SOUTH J STREET
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice-Chair and Members of the Board
FROM: Joan C. Oliva, Executive Director
DATE: August 11, 2015
SUBJECT: Development Agreement for West Village

EXPLANATION:

Under the approved Action Plan in the NSP-2 application, the Lake Worth Consortium is tasked with the acquisition, rehabilitation and construction of 100 housing units. The LW-CRA is responsible for the purchase of all foreclosed and/or abandoned properties that fit the guidelines within the target area. Along with the responsibility of acquisition comes the need for Tier II environmental, State Housing and Preservation Office letters of inquiry, lead and asbestos testing, the clearing of title and any code fines, ordering surveys and appraisals, creating files and the reporting of all activities in the federal on-line system.

In April 2015, the Board approved a conceptual site plan and development proposal for 110 N F Street. The property, formerly owned by the County Health Department was donated to the City in 2013. Since that time, the building remained vacant and continued to deteriorate. This May the City conveyed the property to the CRA for the development of additional NSP-funded arts lofts. To date, the CRA paid just over \$23K for environmental testing, a historic review, a survey and structural demolition.

Neighborhood Renaissance (NR) and the CRA executed a Memorandum of Understanding (MOU) earlier this year in preparation for the development of an NSP-funded project, West Village (Exhibit "A"). Since that time Staff from both the CRA and Neighborhood Renaissance have been meeting with the City to discuss design, unit number and type and financing options.

As a partner in the development of West Village, the CRA is contributing the land and an additional \$700K to help defray development costs. The \$700K in NSP funds will be used to pay for impact fees, permit fees, water and sewer connections and other necessary fees and infrastructure costs such as recording and closing costs, engineering and architectural fees, the bond application, utility relocation and other fees that all constitute NSP-2 eligible expenses.

The development agreement is an Exhibit to the Purchase and Sale agreement. The Purchase and Sale agreement complete with the development agreement and other exhibits is attached as Exhibit "B".

West Village Art Flats, 110 North F Street
Justification Statement

Highlights of the Development Agreement include the following:

- All units must be sold to Artists who meet the established definition
- The development will include up to 11 owner occupied live/work residential units, all offered at 120% or less of AMI (Exhibit "C"), at least 2000 square feet of community/commercial space for cultural uses plus garages and amenities
- The project must become Florida Green Building Certified
- The CRA shall participate in the recruitment of interested artists
- The CRA will use NSP funds to establish an initial maintenance reserve of \$25K for the to-be-established HOA
- Up to \$12K in NSP funds will be used for down payment assistance for qualified buyers
- Other than the Grant money provided by the CRA, Neighborhood Renaissance is responsible for securing all other necessary financing for the construction of the project
- CRA Board has the right to approve the design of the Project

The development of this site will put the Lake Worth Consortium well over our stated 100 unit goal in the NSP-2 Action Plan. With the addition of these eleven new units, the total number of NSP developed units increases to 176.

The development of new owner-occupied units will bring further stability west of the RR tracks, creating even more of an artist cluster. This development further supports other CRA/City efforts in developing the Artisanal and/or Mixed-Use district and joins projects including the Urban Arts Lofts, the new Lake Worth Arts Center, the Benzaïten Center for the Creative Arts and the Flamingo Clay Studio. The synergy of artists in this clustered area creates a destination and attraction in a once blighted area.

Development of this site addresses many of the goals and objectives in the CRA's Redevelopment Plan including:

- Elimination of slum and blighted conditions
- Increase the tax base to generate additional revenue
- Elimination of conditions that decrease property values
- Facilitation of new investment in the redevelopment district
- Encouragement of housing opportunities
- Establishment of a safe, functional and aesthetically pleasing community environment

REQUEST:

Staff requests the Board approve the Purchase and Sale agreement between Neighborhood Renaissance Inc. and the CRA.

West Village Art Flats, 110 North F Street
Justification Statement

EXHIBIT B – CITY COUNCIL AGENDA



CITY OF LAKE WORTH

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

AGENDA DATE: May 5, 2015 Regular Meeting **DEPARTMENT:** Community Sustainability

EXECUTIVE BRIEF

TITLE:

Resolution No. 16-2015 – declare 21 properties as surplus and directing the method of sale

SUMMARY:

The Resolution authorizes the review of a city-owned inventory list and determination if any are appropriate for affordable housing, needed for city purposes, or to be offered for sale.

BACKGROUND AND JUSTIFICATION:

State statute and City ordinance require the City Commission to review the list of all real property within the City limits to which the city holds fee simple title. The City Commission must review the list at a public hearing and make a determination if any of the properties are appropriate for affordable housing. If the properties are not appropriate for affordable housing, the Commission must determine if the properties are unusable or not needed for city purposes. The properties that are not appropriate for affordable housing and not usable or needed for city purposes, may be sold by competitive sealed bids or by request for proposal.

Staff has identified 21 properties to be reviewed (all 21 properties are identified on the attached list by PCN, address and legal description). Staff recommends that the City Commission find that the property at 110 North F Street is appropriate for affordable housing and convey the same to the Lake Worth Community Redevelopment Agency. Staff also recommends that the City Commission find that the remaining 20 properties are not appropriate for affordable housing and not usable or needed for city purposes and should be disposed of as follows:

- | | | |
|-----|------------------------|---|
| 1. | 313 North M Street | RFP with Historic New Construction Covenant |
| 2. | 431 North L Street I | Sealed Bid with Historic Restoration Covenant |
| 3. | 622 North H Street | RFP |
| 4. | 601 North E Street | RFP |
| 5. | 639 Washington Avenue | RFP |
| 6. | 711 North L Street | RFP with Historic New Construction Covenant |
| 7. | 416 3rd Avenue South I | RFP with Historic New Construction Covenant |
| 8. | 1203 18th Avenue North | RFP with Multiple Parcel Potential |
| 9. | 1506 South J Street | RFP |
| 10. | 431 North K Street | RFP with Historic New Construction Covenant |
| 11. | 624 Highland Avenue | RFP |
| 12. | 1526 Wingfield Street | RFP |
| 13. | 1756 14th Avenue South | RFP |
| 14. | 1101 South E Street | RFP |
| 15. | 626 Latona Avenue | RFP |
| 16. | 628 North K Street | RFP with Historic New Construction Covenant |

West Village Art Flats, 110 North F Street
Justification Statement

- | | | |
|-----|---------------------------|------------------------------------|
| 17. | 629 South H Street | RFP |
| 18. | 1527 South Douglas Street | RFP with Multiple Parcel Potential |
| 19. | 304 South F Street | RFP |
| 20. | 732 South C Street | RFP with Multiple Parcel Potential |

Successful disposition of these properties will accomplish returning the properties to productive use and back onto the City's tax roll, eliminate potential blight, reduce on-going maintenance costs, reduce exposure to liability and help offset the City's current fiscal situation.

MOTION:

I move to approve/not approve Resolution No. 16-2015.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution
Property List

West Village Art Flats, 110 North F Street
Justification Statement

1 16-2015

2
3 RESOLUTION NO. 16-2015 OF THE CITY OF LAKE WORTH, FLORIDA,
4 DECLARING TWENTY-ONE PROPERTIES ON THE INVENTORY LIST OF ALL
5 CITY OWNED PROPERTY AS SURPLUS; FINDING ONE PROPERTY
6 APPROPRIATE FOR AFFORDABLE HOUSING; FINDING TWENTY
7 PROPERTIES NOT USABLE FOR CITY PURPOSES AND NOT
8 APPROPRIATE FOR AFFORDABLE HOUSING; DIRECTING THE METHOD
9 OF SALE; AND, PROVIDING AN EFFECTIVE DATE.

10
11 WHEREAS, Section 2-1 of the City's code of ordinances requires the City
12 Commission to review a list of all real property within the city limits to which the
13 city holds fee simple title; and

14
15 WHEREAS, this review must occur at a public hearing to determine if any
16 property is appropriate for affordable housing and, if not, whether usable or
17 needed for city purposes; and

18
19 WHEREAS, if a property is appropriate for affordable housing, the City
20 may sell it (and use the proceeds for further affordable housing development);
21 sell it with restrictions for affordable housing; or, donate it to a nonprofit housing
22 organization for permanent affordable housing; and

23
24 WHEREAS, for property to be conveyed to the Lake Worth Community
25 Redevelopment Agency (CRA), the City Commission may waive the sale
26 requirements of Section 2-1; and

27
28 WHEREAS, if a property is not appropriate for affordable housing and is
29 not usable or needed for city purposes, the City Commission may authorize its
30 sale; and

31
32 WHEREAS, the City Commission has reviewed the list of twenty-one (21)
33 properties (attached hereto and incorporated herein) and has determined that all
34 such properties are surplus and not need by the City for its purposes; and

35
36 WHEREAS, the City Commission has specifically determined that one (1)
37 property is appropriate for affordable housing and that twenty (20) properties are
38 not appropriate for affordable housing and are unusable; and

39
40 WHEREAS, the City Commission finds declaring the twenty-one (21)
41 properties surplus and as further set forth herein as serving a valid public
42 purpose.

43
44 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
45 THE CITY OF LAKE WORTH, FLORIDA:

46
47 Section 1. The foregoing WHEREAS provisions are adopted herein as
48 true and correct statements and findings of the City Commission.

West Village Art Flats, 110 North F Street
Justification Statement

Pg. 2, Reso. 16-2015

49
50 Section 2. The City Commission finds that the property located at 110
51 N. F Street is appropriate for affordable housing and should be conveyed directly
52 to the CRA consistent with Section 2-1 of the City's code of ordinances (without
53 a minimum bid amount or by sale).
54

55 Section 3. For the other twenty (20) properties, the City Commission
56 finds that the properties are not usable, not needed for city purposes and are not
57 appropriate for affordable housing and are to be sold by the following methods:
58

- 59 1. 313 North M Street RFP with Historic New Construction Covenant
- 60 2. 431 North L Street 1 Sealed Bid with Historic Restoration Covenant
- 61 3. 622 North H Street RFP
- 62 4. 601 North E Street RFP
- 63 5. 639 Washington Avenue RFP
- 64 6. 711 North L Street RFP with Historic New Construction Covenant
- 65 7. 416 3rd Avenue South 1 RFP with Historic New Construction Covenant
- 66 8. 1203 18th Avenue North RFP with Multiple Parcel Potential
- 67 9. 1506 South J Street RFP
- 68 10. 431 North K Street RFP with Historic New Construction Covenant
- 69 11. 624 Highland Avenue RFP
- 70 12. 1526 Wingfield Street RFP
- 71 13. 1756 14th Avenue South RFP
- 72 14. 1101 South E Street RFP
- 73 15. 626 Latona Avenue RFP
- 74 16. 628 North K Street RFP with Historic New Construction Covenant
- 75 17. 629 South H Street RFP
- 76 18. 1527 South Douglas Street RFP with Multiple Parcel Potential
- 77 19. 304 South F Street RFP
- 78 20. 732 South C Street RFP with Multiple Parcel Potential

79
80 Section 4. Effective Date. This Resolution shall take effect immediately
81 upon its adoption.
82

83 The passage of this Resolution was moved by Commissioner _____,
84 seconded by Commissioner _____, and upon being put to a vote, the vote
85 was as follows:
86

87 Mayor Pam Triolo
88 Vice Mayor Scott Maxwell
89 Commissioner Christopher McVoy
90 Commissioner Andy Amoroso
91 Commissioner Ryan Maier
92

West Village Art Flats, 110 North F Street
Justification Statement

Pg. 3, Reso. 16-2015

93 Mayor Pam Triolo thereupon declared this Resolution duly passed and
94 adopted on the 5th day of May, 2015.

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LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Exhibit C-2
Zoning Map



Single Family Residential (SF-R)	Mixed Use - East (MU-E)	Actual Industrial (AI)	Historic Preservation Districts	Arts Overlay District
Mobile Home Residential, 7 duplex units (MH-7)	Mixed Use - West (MU-W)	Neighborhood Commercial (NC)	College Park	Municipal Boundary
Single Family and Two Family Residential (SF-TF-14)	Mixed Use - Dixie Highway (MU-DH)	Beach and Casino (B&C)	North-East Lucerne	Residential Planned Development
Low Density Multi-Family Residential, 22 duplex units (MF-20)	Mixed Use - Federal Highway (MU-FH)	Public (P)	Old Lucerne	City Owned Property
Medium-Density Multi-Family Residential, 30 duplex units (MF-30)	Transit Oriented Development East (TOD-E)	Public Recreation and Open Space (PROS)	Old Town	FBC School Board Property
High-Density Multi-Family Residential, 40 duplex units (MF-40)	Transit Oriented Development West (TOD-W)	Conservation (CON)	South East Lucerne	
Downsized (DT)	Industrial - Park of Commerce (I-POC)	Palm Beach County Zoning (PBC)	South Palm Park	

18 | Page

West Village Art District, 110 North F Street
Justification Statement

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ORDINANCE NO. 2016-11 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 CITY OF LAKE WORTH LAND USE DESIGNATION OF PUBLIC (P) TO A CITY OF LAKE WORTH DESIGNATION OF MIXED USE EAST (MU-E); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

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 City of Lake Worth land use designation of Public (P) to a City of Lake Worth land use designation of Mixed Use East (MU-E); and

WHEREAS, on February 3, 2016, 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.

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 Mixed Use East (MU-E) on the City’s Future Land Use Map.

49 Section 3. All ordinances or parts of ordinances in conflict herewith are hereby
50 repealed.

51

52 Section 4. If any provision of this Ordinance, or the application thereof to any
53 person or circumstance is held invalid, the invalidity shall not affect other
54 provisions or applications of the Ordinance which can be given effect without the
55 invalid provision or application, and to this end the provisions of this Ordinance
56 are declared severable,

57

58 Section 5. The effective date of this small scale development plan amendment
59 shall be thirty-one (31) days after adoption, unless the amendment is challenged
60 pursuant to Section 163.3187(3), Florida Statutes. If challenged, the effective
61 date of this amendment shall be the date a final order is issued by the state land
62 planning agency, or the Administration Commission, finding the amendment in
63 compliance with Section 163.3184, Florida Statutes. No development orders,
64 development permits, or land uses dependent on this amendment may be issued
65 or commence before it has become effective. If a final order of noncompliance is
66 issued by the state land planning agency or Administration Commission, this
67 amendment may nevertheless be made effective by adoption of a resolution
68 affirming its effective status, a copy of which resolution shall be sent to the
69 Department of Economic Opportunity, Bureau of Community Planning, Caldwell
70 Building, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

71

72 The passage of this Ordinance was moved by Commissioner _____,
73 seconded by Commissioner ____, and upon being put to a vote, the vote was as
74 follows:

75

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

81

82 Mayor Pam Triolo thereupon declared this Ordinance duly passed on first reading
83 on the 1st day of March, 2016.

84

85 The passage of this Ordinance on second reading was moved by Commissioner
86 _____, seconded by Commissioner _____, as amended and upon being
87 put to a vote, the vote was as follows:

88

89 Mayor Pam Triolo
90 Vice Mayor Scott Maxwell
91 Commissioner Christopher McVoy
92 Commissioner Andy Amoroso
93 Commissioner Ryan Maier

94

95 Mayor Pam Triolo thereupon declared this Ordinance duly passed and enacted
96 on the 5th day of April, 2016.

97

98

LAKE WORTH CITY COMMISSION

99

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By: _____
Pam Triolo, Mayor

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106 ATTEST:

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108

109

110 _____
Pamela J. Lopez, City Clerk

EXHIBIT A

TOWN OF LAKE WORTH LOTS 26 TO 31 INC BLK 12





AGENDA DATE: March 1, 2016, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-12 - First Reading - rezone property located at the northeast corner of Lucerne Avenue and North F Street and schedule the public hearing date for April 5, 2016

SUMMARY:

The Ordinance will rezone approximately .4646 acre from City's Public (P) to the City's Mixed Use – East (MU-E) Zoning district.

BACKGROUND AND JUSTIFICATION:

This is a companion item to Ordinance No. 2016-11 approving the Small Scale Future Land Use Map Amendment.

The request falls within the scope of a small-scale comprehensive plan amendment. The parcel is located at the northeast corner of Lucerne Avenue and N F Street. Currently, the site has a City of Lake Worth Public (P) zoning designation and has a City Future Land use designation of Public (P). The Applicant (property owner) is preparing applications to develop the approximate .4646 acre parcel of land as the second phase to the successful Urban Arts loft.

The proposed zoning designation of Mixed Use - E (MU-E) is appropriate for the site and is consistent with surrounding properties which front Lucerne Avenue within the City. The MU-E designation will allow the development of the property as a combination of residential and commercial uses, and, allow the artists to use a portion of their home for their occupation of producing and selling their work or services "by right". This ability of the artists to work out of their homes was an important decision factor for the phase 1 buyers and is a major selling point for phase 2.

At its meeting of February 3, 2016, the City's Planning and Zoning Board voted unanimously to recommend approval to the City Commission PZB 16-01300001, which covers changing the zoning from zoning classification of Public (P) to a City zoning classification of Mixed-Use – East (MU-E).

MOTION:

I move to approve/disapprove Ordinance No. 2016-12 on first reading and schedule the public hearing date for April 5, 2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Justification Statement
P&Z Staff Report including location map
Ordinance



West Village Art Flats, 110 North F Street
Justification Statement for
Rezoning and Future Land Use Map Amendment

Neighborhood Renaissance, Inc. (“Applicant”) has entered into a contract with the Lake Worth Community Development Agency (“CRA”) to purchase the property located at 110 North F Street (“Property”). The Applicant has also entered into an agreement with the CRA to construct live-work residences for working artists that will be sold to households earning less than 120% of the area median income which is considered affordable housing. Additionally the agreement contemplates construction of additional community/commercial space on the Property (collectively called the “Project”). The CRA has determined that the development is consistent with its Community Redevelopment Plan (the “Redevelopment Plan”), and serves both a municipal and public purpose. The CRA meeting agenda dated August 11, 2015 approving the agreements attached as Exhibit A.

The following is the CRA’s justification for acquiring the Property as previously described:

“The development of new owner-occupied units will bring further stability west of the RR tracks, creating even more of an artist cluster. This development further supports other CRA/City efforts in developing the Artisanal and/or Mixed-Use district and joins projects including the Urban Arts Lofts, the new Lake Worth Arts Center (Armory Arts Annex), the Benziten Center for the Creative Arts and the Flamingo Clay Studio. The synergy of artists in this clustered area creates a destination and attraction in a once blighted area.”

“Development of this site addresses the goals and objectives in the CRA’s Redevelopment Plan including:

- Elimination of slum and blighted conditions
- Increase the tax base to generate additional revenues
- Elimination of conditions that decrease property values
- Facilitation of new investment in the redevelopment district
- Encouragement of housing opportunities
- Establishment of a safe, functional and aesthetically pleasing community environment”

The Property was conveyed by the City of Lake Worth (“City”) to the CRA on May 19, 2015 by Quit Claim Deed as recorded in the public records of Palm Beach County on May 26, 2015. The transfer of ownership from the City was authorized by Resolution No. 16-2015. In Section 2 of the ordinance, “The City Commission finds that the property located at 110 N F Street is appropriate for affordable housing and should be conveyed directly to the CRA consistent with Section 2-1 of the City’s code of ordinances...” A copy of the ordinance is attached as Exhibit B.

The Property is located on the northeast corner of Lucerne Avenue and N F Street. The Urban Arts Lofts were built by the CRA on the northwestern and on the southwestern corners of Lucerne and F Street. The project is wildly successful, as all 12 townhomes were sold and now occupied by working artists. Directly to the south, across Lucerne Avenue is the Lake Worth Arts Center (aka. Armory Arts Annex)

that is operated by the Amory Arts Annex. The proposed project is intended to be an extension of the first phase of a growing creative and productive community.

The Property contains .4646 acres of land that was previously developed with a 2 story office building occupied by the County Health Department. The building and parking area were demolished in 2015 by the CRA and the Property is currently vacant. The Property is currently zoned Public (P) and its Future Land Use (FLU) is Public (P).

Development of the subject property has no impact to existing or potential designated and/or contributing historic resources. The Property is no in or adjacent to a City Historic District.

The Property is located in an area where the majority of other properties are designated as Mixed Use East (MU-E) in Zoning and on the Future Land Use Map (FLUM). The MU-E zone extends along Lucerne Avenue from the FEC railroad tracks to the west on both sides of the avenue all the way to I-95 with the exception of the Shuffle Board Courts directly south (Public) and the north side of the avenue between C and B Streets (Medium Density Residential). The relevant portion of the Zoning and FLU maps are attached as Exhibit C.

The MU-E designation will allow the development of the property as a combination of residential and commercial uses, and, allow the artists to use a portion of their home for their occupation of producing and selling their work or services "by right". This ability of the artists to work out of their homes was an important decision factor for the phase 1 buyers and is a major selling point for phase 2.

The following principal nonresidential uses permitted by right in the MU-E district and are essential for a working artist to conduct his or her craft or occupation out of his or her home:

- a) Commercial – Low Intensity
- b) Office – Low Intensity
- c) Retail - Low Intensity
- d) Personal Services- Low Intensity
- e) Cultural and Artisanal Arts- Low Intensity
- f) Institutional- Low Intensity
- g) Essential Services
- h) Home occupations

Other Medium Intensity uses are allowed with either administrative or conditional uses in the MU-E district.

The following demonstrates the need and rationale for rezoning and amending the Future Land Use Map for the Property in compliance with Chapter 23, Article 2, Administration, Division 2, Section 23.2.36 Rezoning of Land and Future Land Use Map (FLUM) Amendments.

The applicant is requesting the property be Rezoned and the FLUM amended to Mixed Use East (MU-E) classification, collectively called the "Amendment".

The City's Comprehensive Plan, Section 1.1.3.4 defines the MU-E land use classification as:

"The Mixed Use East category is intended to provide for a mixture of residential, office, service and commercial retail uses within specific areas east of I-95, near or adjacent to the central commercial core and major thoroughfares of the City. The maximum density of permitted residential development is 30 dwelling units per acre. The preferred mix of uses area-wide is 25% residential and 75% non-residential. While mixed-use projects are allowed on a single site, it is not a requirement that each site within the category incorporate multiple uses. Zoning regulations implementing the Mixed Use East category shall permit the establishment and expansion of residential (including single family, two-family and multi-family), office, service and commercial retail uses either as uses permitted by right or through conditional use permit provisions. All buildings are required to provide transitional buffering and design features to mitigate impact of the MU-E sites adjacent to residential zoning districts."

"Maximum of thirty (30) dwelling units per acre (30 du/acre). Maximum height of 45'. Third story and above allowed with the provision of Community Benefits. Maximum 2.0 FAR for non-residential uses. Preferred mix of uses within this land use classification is 25% residential and 75% non-residential".

Chapter 23, Section 23.2.36, Paragraph 4 "Review Criteria" An amendment to the official zoning map processed with the FLUM amendment shall be reviewed based upon the following factors:

4. a. Consistency

The Amendment is consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans and Land Development Regulations.

The Amendment is consistent with the purpose and intent of the applicable Comprehensive Plan objectives and policies as follows:

1. Definition 1.1.3.4, specifically describes that the Property is located in an area intended as the Mixed Use East district. The Property is located on Lucerne Avenue in an area east of I-95, near of adjacent to the center commercial core and major thoroughfares of the City. The current designation of Public (P) does not allow private residential or commercial uses.
2. Section 1.2.1.1, Strategy for Delineating Land Use Category Boundaries. The amendment and rezoning will create boundaries that follow recognized parcel boundaries and public right of ways by the Property being the same classification as adjacent properties to the east and west.
3. Section 1.2.2.4, the Locational Strategy for the MU-E Category is intended for mapping along arterials where the existing land use pattern is characterized by a high proportion of office and multi-family uses and/or a high proportion of land (either vacant or with marginally useful

structures) that has a good potential for new office, commercial and medium to high density multi-family development. These areas are also 1) located adjacent to the City's central commercial core, and 2) have reasonable development potential. Predominately all the properties between the central core and I-95 along Lucerne Avenue hold the MU-E designation on the FLUM. The property is highly desirable to be developed as next phase of the Urban Arts Lofts that has revitalized the neighborhood.

4. Objective 1.3.1: The Amendment will eliminate and reduce land uses inconsistent with the community character by making the Property's zoning and FLU the same as adjacent properties.
5. Objective 1.3.2: To achieve a simple land use pattern with a higher degree of use compatibility within each land use category is achieved if the Property's zoning and FLUM designations are the same as adjacent properties and the corridor along Lucerne Avenue.
6. Objective 1.3.4: To encourage redevelopment and renewal of blighted areas and to promote the rehabilitation and restoration of older structures. The objective will be achieved by the MU-E designation. The Property is located within the CRA boundary and the CRA was created to make investments that will eliminate blight, increase property values and encourage economic activity within its boundaries. The Project is also part of the CRA's Redevelopment Plan.
7. Policy 1.3.4.1: Redevelopment opportunities shall be maximized through activities of the Community Redevelopment Agency to operate within the Redevelopment Area as shown on the Future Land Use Plan. The property was conveyed to the CRA by the City for development as affordable housing and the CRA desires more live work housing in this area. The CRA economic and community development strategy for the area includes expansion of the community of artists that live and work in the West Village.
8. Policy 1.3.4.4: Redevelopment opportunities will be maximized through use of mixed land use designations that permit a flexible mix of multi-family residential and compatible office uses.
9. Policy 1.3.4.5: Redevelopment with commercial or office uses in locations that are presently devoted to residential uses, but would be more suitable for commercial or office uses, will be encouraged through use of mixed land use designations. Lucerne Avenue is currently built out with a mix of commercial buildings, mixed use buildings, multi-family and single family homes. The CRA's Redevelopment Plan for the area is a mix of uses and encourage more varied commercial uses and providing more housing.
10. Objective 1.3.9: The City shall discourage the proliferation of urban sprawl and shall facilitate a compact urban development pattern that provides opportunities to more energy efficient use and develop infrastructure, land, and other resources and services by concentrating more intensive growth within the City's mixed use, high density residential and TOD areas.
11. Policy 1.3.9.1 The City shall further discourage urban sprawl by:
 - 2 applies: Requiring in all future development and redevelopment in the City, land use patterns that are non-strip in nature and demonstrate the ability to attract and encourage a functional mix of uses.

12. Policy 1.6.1.2: The City shall support redevelopment with recommended regulations pertaining to height, density, and design, mixed use, neighborhood compatibility and protection of historic resources. The area is in the CRA redevelopment area, supports the redevelopment of an older urban area and allows infill development on a vacant lot. The Property is not in a designated Historic District.
13. Policy 1.7.1.4: The City and CRA will continue to implement the Redevelopment Plan, and review and update the plan as necessary.
14. Policy 1.7.5.1: The City will continue to support operation of the CRA in assembly of lots for redevelopment.
15. Policy 3.1.2.1: Amendments to the zoning ordinance and other development regulations shall retain principles and criteria for guiding the location of adult congregate living facilities, group homes, housing for low and moderate income households, mobile homes, and foster homes in a manner consistent with State laws and more explicitly in conformity with Florida Statutes.
16. Policy 3.2.2.3: The City shall ensure compatibility of new affordable housing developments with existing characteristics by proactively seeking projects that integrate adaptive re-use, missed use, and offer affordable housing solutions through site plan review and design guidelines.

Redevelopment Plan:

The Amendment will support the Redevelopment Plan. See Exhibit A – CRA meeting agenda item approving the project.

4. b. Land Use Pattern

The Amendment would establish a consistent land use pattern. It would eliminate an isolated land use classification unrelated to adjacent and nearby classifications. It would not constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare.

The following table identifies the FLU and Zoning classifications of the adjacent properties:

Adjacent Property Information			
Property Location	Future Land Use	Zoning	Current Use
North	MDR	SF TF 14	Single Family Home
South	Public	PROS	Shuffle Board Courts
East	MU-E	MU-E	Shopping Center
West	MU-E	MU-E	Residential – Urban Artist Lofts

The Amendment will make the FLU and Zoning consistent with it adjacent properties to the east and west but also fill a gap in the MU-E zoning along Lucerne Avenue. MU-E is the predominate designation on Lucerne Avenue from the FEC railway to I-95.

4. c. Sustainability

The Amendment will support the integration of a mix of land uses consistent with smart growth and sustainability initiatives. The requested land use designation is complementary to adjacent properties and the area, is accessible to public transportation and provide interconnectivity within the Project and between adjacent properties. The Project is planned as the next phase of the highly successful Urban Arts Lofts that was developed by the CRA a few years ago. All 12 residences are owned and occupied by working artists. Most of the artists live and work from their homes, creating economic activity in the urban area of Lake Worth. The MU-E designation is desirable as it allows the artists to live and work in their properties. Light commercial and occupational activities are allowed by right.

The Amendment makes the Property's zoning and land use the same as adjacent properties and allows development with complementary uses.

The location of the property encourages the use of alternative transportation due to its location on Palm Trans bus routes 61 and 62 that runs east and west (Lake and Lucerne Avenues) and within 3 blocks of route 1. The Lake Worth Tri Rail station is within walking distance, .55 miles to the west.

Interconnectivity along Lucerne Avenue is enhanced and extended by a consistent pedestrian experience with active artist workspaces fronting on the street.

Smart Growth principals are accomplished by infill development in developed urban area with adequate infrastructure close to grocery, drug and dining establishments. The infill development will further utilized utility and transportation networks without creating sprawl.

4. d. Availability of Public Services/Infrastructure

This section applies to planned zoning districts and is not applicable to this application.

4. e. Compatibility.

The proposed Amendment is compatible with the current and future land uses of the adjacent and nearby properties by making the designation the same as those properties. The Amendment will allow development of the Property consistent with the newly developed Urban Art Lofts to the west and with contemplated development or use of properties along this area of Lucerne Avenue.

4. f. Does not apply to the Amendment. Applies to planned zoning districts.

4. g. Economic Development Impact Determination for Conventional Zoning Districts.

The proposed Amendment would further the City's Economic Development Program by bringing more residents and businesses into the City and the neighborhood.

The MU-E allows mixed residential and commercial development. The existing designation of Public does not allow either. The MU-E designation allows, "by right", residences to include workspace for

artists' occupational business activity and possibly job opportunities for the citizens of the City. This will expand the City's property tax base and associated taxes generated by commercial activities.

The MU-E designation will encourage mixed development of commercial and residential uses. It will allow increased intensity of development and types of uses on the Property. Increased commercial activity in the live-work properties and additional residents of the development will support other business already located in the City.

The Amendment will increase not decrease the number of uses with "high probable economic development benefits such as employment and expansion of tax base". The Amendment will increase the benefits compared to its existing designation as Public.

4. h. Commercial and Industrial Land Supply

The proposed FLUM amendment will increase, not reduce, the amount of land available for commercial/industrial development. The MU-E encourages a mix of commercial with residential uses on a property. Neither is allowed under its existing designation of Public.

The proposed FLUM amendment provides substantiated evidence of satisfying the following Direct Economic Development Benefits as listed in subparagraph 4.f. (must meet at least 4):

Benefit (2) The Amendment contributes to the enhancement and diversification of the City's tax base by allowing private ownership and development of the property.

Benefit (3) Meets current market demand for more affordable housing in the City. The first phase of the Urban Arts Lofts which are live-work residences is wildly successful. The ability to work out of one's residence is highly desirable in today's entrepreneurial society.

Benefit (4) Will create new employment opportunities for residents who will occupy and own the residences. The economic activities of the artist residents will most likely conducted on site rather than at an offsite location, possibly not in the City boundary. Most of the residential properties in the City do not allow a business to be conducted within the residence.

Benefit (5) Will promote and utilize innovative method and technologies that promote sustainability. The construction will comply with standards of and be certified by Florida Green Building Coalition at a minimum. The standards cover the building materials, building efficiency, siting and Florida friendly landscaping.

Benefit (7) Will be complementary to existing uses, thus fostering synergy effects.

Benefit (8) Will alleviate blight/economic obsolescence of the subject site. The property is vacant and does not contribute economically to the area nor to the neighborhood's community. The City Council has determined that the property is surplus and not needed or suitable for its future needs.

The proposed FLUM amendment will result in higher valuation than the existing land use which is Public. Public property does not generate economic activity or increased property values since it would be exempt from taxation. Private ownership will increase tax revenues.

4. i. Alternative Sites

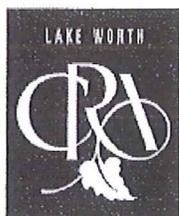
There are no alternative sites. The City Council's intention by conveying the property to the CRA was for the development of affordable housing in the CRA's jurisdiction. The affordability factor is being assisted by a grant of funds to the home buyers to make the homes affordable. The funds must be spent within the CRA boundaries. The Property is also planned by the CRA to expand its Urban Arts Lofts initiative which phase 1 is located adjacent.

4. j. Master Plan and Site Plan Compliance with Land Development Regulations

The Project will comply with the site development standards of 23.2-32 and will provide specific details through the required Site Plan Application approval process subsequent to approval of the Amendment.

EXHIBIT A – CRA AGENDA ITEM

VIII. a.



LAKE WORTH
COMMUNITY REDEVELOPMENT AGENCY
29 SOUTH J STREET
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice-Chair and Members of the Board
FROM: Joan C. Oliva, Executive Director
DATE: August 11, 2015
SUBJECT: Development Agreement for West Village

EXPLANATION:

Under the approved Action Plan in the NSP-2 application, the Lake Worth Consortium is tasked with the acquisition, rehabilitation and construction of 100 housing units. The LW-CRA is responsible for the purchase of all foreclosed and/or abandoned properties that fit the guidelines within the target area. Along with the responsibility of acquisition comes the need for Tier II environmental, State Housing and Preservation Office letters of inquiry, lead and asbestos testing, the clearing of title and any code fines, ordering surveys and appraisals, creating files and the reporting of all activities in the federal on-line system.

In April 2015, the Board approved a conceptual site plan and development proposal for 110 N F Street. The property, formerly owned by the County Health Department was donated to the City in 2013. Since that time, the building remained vacant and continued to deteriorate. This May the City conveyed the property to the CRA for the development of additional NSP-funded arts lofts. To date, the CRA paid just over \$23K for environmental testing, a historic review, a survey and structural demolition.

Neighborhood Renaissance (NR) and the CRA executed a Memorandum of Understanding (MOU) earlier this year in preparation for the development of an NSP-funded project, West Village (Exhibit "A"). Since that time Staff from both the CRA and Neighborhood Renaissance have been meeting with the City to discuss design, unit number and type and financing options.

As a partner in the development of West Village, the CRA is contributing the land and an additional \$700K to help defray development costs. The \$700K in NSP funds will be used to pay for impact fees, permit fees, water and sewer connections and other necessary fees and infrastructure costs such as recording and closing costs, engineering and architectural fees, the bond application, utility relocation and other fees that all constitute NSP-2 eligible expenses.

The development agreement is an Exhibit to the Purchase and Sale agreement. The Purchase and Sale agreement complete with the development agreement and other exhibits is attached as Exhibit "B".

Highlights of the Development Agreement include the following:

- All units must be sold to Artists who meet the established definition
- The development will include up to 11 owner occupied live/work residential units, all offered at 120% or less of AMI (Exhibit "C"), at least 2000 square feet of community/commercial space for cultural uses plus garages and amenities
- The project must become Florida Green Building Certified
- The CRA shall participate in the recruitment of interested artists
- The CRA will use NSP funds to establish an initial maintenance reserve of \$25K for the to-be-established HOA
- Up to \$12K in NSP funds will be used for down payment assistance for qualified buyers
- Other than the Grant money provided by the CRA, Neighborhood Renaissance is responsible for securing all other necessary financing for the construction of the project
- CRA Board has the right to approve the design of the Project

The development of this site will put the Lake Worth Consortium well over our stated 100 unit goal in the NSP-2 Action Plan. With the addition of these eleven new units, the total number of NSP developed units increases to 176.

The development of new owner-occupied units will bring further stability west of the RR tracks, creating even more of an artist cluster. This development further supports other CRA/City efforts in developing the Artisanal and/or Mixed-Use district and joins projects including the Urban Arts Lofts, the new Lake Worth Arts Center, the Benzaiten Center for the Creative Arts and the Flamingo Clay Studio. The synergy of artists in this clustered area creates a destination and attraction in a once blighted area.

Development of this site addresses many of the goals and objectives in the CRA's Redevelopment Plan including:

- Elimination of slum and blighted conditions
- Increase the tax base to generate additional revenue
- Elimination of conditions that decrease property values
- Facilitation of new investment in the redevelopment district
- Encouragement of housing opportunities
- Establishment of a safe, functional and aesthetically pleasing community environment

REQUEST:

Staff requests the Board approve the Purchase and Sale agreement between Neighborhood Renaissance Inc. and the CRA.

EXHIBIT B – CITY COUNCIL AGENDA



CITY OF LAKE WORTH

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

AGENDA DATE: May 5, 2015 Regular Meeting **DEPARTMENT:** Community Sustainability

EXECUTIVE BRIEF

TITLE:

Resolution No. 16-2015 – declare 21 properties as surplus and directing the method of sale

SUMMARY:

The Resolution authorizes the review of a city-owned inventory list and determination if any are appropriate for affordable housing, needed for city purposes, or to be offered for sale.

BACKGROUND AND JUSTIFICATION:

State statute and City ordinance require the City Commission to review the list of all real property within the City limits to which the city holds fee simple title. The City Commission must review the list at a public hearing and make a determination if any of the properties are appropriate for affordable housing. If the properties are not appropriate for affordable housing, the Commission must determine if the properties are unusable or not needed for city purposes. The properties that are not appropriate for affordable housing and not usable or needed for city purposes, may be sold by competitive sealed bids or by request for proposal.

Staff has identified 21 properties to be reviewed (all 21 properties are identified on the attached list by PCN, address and legal description). Staff recommends that the City Commission find that the property at 110 North E. Street is appropriate for affordable housing and convey the same to the Lake Worth Community Redevelopment Agency. Staff also recommends that the City Commission find that the remaining 20 properties are not appropriate for affordable housing and not usable or needed for city purposes and should be disposed of as follows:

- | | | |
|-----|------------------------|---|
| 1. | 313 North M Street | RFP with Historic New Construction Covenant |
| 2. | 431 North L Street 1 | Sealed Bid with Historic Restoration Covenant |
| 3. | 622 North H Street | RFP |
| 4. | 601 North E Street | RFP |
| 5. | 639 Washington Avenue | RFP |
| 6. | 711 North L Street | RFP with Historic New Construction Covenant |
| 7. | 416 3rd Avenue South 1 | RFP with Historic New Construction Covenant |
| 8. | 1203 18th Avenue North | RFP with Multiple Parcel Potential |
| 9. | 1506 South J Street | RFP |
| 10. | 431 North K Street | RFP with Historic New Construction Covenant |
| 11. | 624 Highland Avenue | RFP |
| 12. | 1526 Wingfield Street | RFP |
| 13. | 1756 14th Avenue South | RFP |
| 14. | 1101 South E Street | RFP |
| 15. | 626 Latona Avenue | RFP |
| 16. | 628 North K Street | RFP with Historic New Construction Covenant |

- | | | |
|-----|---------------------------|------------------------------------|
| 17. | 629 South H Street | RFP |
| 18. | 1527 South Douglas Street | RFP with Multiple Parcel Potential |
| 19. | 304 South F Street | RFP |
| 20. | 732 South C Street | RFP with Multiple Parcel Potential |

Successful disposition of these properties will accomplish returning the properties to productive use and back onto the City's tax roll, eliminate potential blight, reduce on-going maintenance costs, reduce exposure to liability and help offset the City's current fiscal situation.

MOTION:

I move to approve/not approve Resolution No. 16-2015.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution
Property List

16-2015

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RESOLUTION NO. 16-2015 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING TWENTY-ONE PROPERTIES ON THE INVENTORY LIST OF ALL CITY OWNED PROPERTY AS SURPLUS; FINDING ONE PROPERTY APPROPRIATE FOR AFFORDABLE HOUSING; FINDING TWENTY PROPERTIES NOT USABLE FOR CITY PURPOSES AND NOT APPROPRIATE FOR AFFORDABLE HOUSING; DIRECTING THE METHOD OF SALE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-1 of the City's code of ordinances requires the City Commission to review a list of all real property within the city limits to which the city holds fee simple title; and

WHEREAS, this review must occur at a public hearing to determine if any property is appropriate for affordable housing and, if not, whether usable or needed for city purposes; and

WHEREAS, if a property is appropriate for affordable housing, the City may sell it (and use the proceeds for further affordable housing development); sell it with restrictions for affordable housing; or, donate it to a nonprofit housing organization for permanent affordable housing; and

WHEREAS, for property to be conveyed to the Lake Worth Community Redevelopment Agency (CRA), the City Commission may waive the sale requirements of Section 2-1; and

WHEREAS, if a property is not appropriate for affordable housing and is not usable or needed for city purposes, the City Commission may authorize its sale; and

WHEREAS, the City Commission has reviewed the list of twenty-one (21) properties (attached hereto and incorporated herein) and has determined that all such properties are surplus and not need by the City for its purposes; and

WHEREAS, the City Commission has specifically determined that one (1) property is appropriate for affordable housing and that twenty (20) properties are not appropriate for affordable housing and are unusable; and

WHEREAS, the City Commission finds declaring the twenty-one (21) properties surplus and as further set forth herein as serving a valid public purpose.

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

Section 1. The foregoing WHEREAS provisions are adopted herein as true and correct statements and findings of the City Commission.

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49
50 Section 2. The City Commission finds that the property located at 110
51 N. F Street is appropriate for affordable housing and should be conveyed directly
52 to the CRA consistent with Section 2-1 of the City's code of ordinances (without
53 a minimum bid amount or by sale).

54
55 Section 3. For the other twenty (20) properties, the City Commission
56 finds that the properties are not usable, not needed for city purposes and are not
57 appropriate for affordable housing and are to be sold by the following methods:

- 58
59 1. 313 North M Street RFP with Historic New Construction Covenant
60 2. 431 North L Street 1 Sealed Bid with Historic Restoration Covenant
61 3. 622 North H Street RFP
62 4. 601 North E Street RFP
63 5. 639 Washington Avenue RFP
64 6. 711 North L Street RFP with Historic New Construction Covenant
65 7. 416 3rd Avenue South 1 RFP with Historic New Construction Covenant
66 8. 1203 18th Avenue North RFP with Multiple Parcel Potential
67 9. 1506 South J Street RFP
68 10. 431 North K Street RFP with Historic New Construction Covenant
69 11. 624 Highland Avenue RFP
70 12. 1526 Wingfield Street RFP
71 13. 1756 14th Avenue South RFP
72 14. 1101 South E Street RFP
73 15. 626 Latona Avenue RFP
74 16. 628 North K Street RFP with Historic New Construction Covenant
75 17. 629 South H Street RFP
76 18. 1527 South Douglas Street RFP with Multiple Parcel Potential
77 19. 304 South F Street RFP
78 20. 732 South C Street RFP with Multiple Parcel Potential
79

80 Section 4. Effective Date. This Resolution shall take effect immediately
81 upon its adoption.

82
83 The passage of this Resolution was moved by Commissioner _____,
84 seconded by Commissioner _____, and upon being put to a vote, the vote
85 was as follows:

86
87 Mayor Pam Triolo
88 Vice Mayor Scott Maxwell
89 Commissioner Christopher McVoy
90 Commissioner Andy Amoroso
91 Commissioner Ryan Maier
92

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93 Mayor Pam Triolo thereupon declared this Resolution duly passed and
94 adopted on the 5th day of May, 2015.

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LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

101 ATTEST:

102
103
104
105

Pamela J. Lopez, City Clerk



DEPARTMENT for COMMUNITY SUSTAINABILITY
Planning, Zoning and Historic Preservation Division
1900 2nd Avenue North · Lake Worth, Florida 33461 · Phone: 561-586-1687

DATE: January 23, 2016

TO: Members of the Planning & Zoning Board

FROM: Curt Thompson, Community Planner
Maxime Ducoste, Planning and Preservation Manager

SUBJECT: **PZB Project Numbers 16-01300001 and 16-00300001**, Consideration of:

- A recommendation to the Planning & Zoning Board on a request for a **Small Scale Future Land Use Map Amendment** from a City of Lake Worth Land Use designation of Public (P) to a City of Lake Worth Future Land Use designation of Mixed Use East (MU-E);
- A recommendation to the Planning & Zoning Board on a request for a **Zoning Map Amendment** from a City of Lake Worth Public (P) Zoning District to a City of Lake Worth Mixed Use – East (MU – E) Zoning District.

P&ZB Meeting Date: February 3, 2016

BACKGROUND/ PROPOSAL:

Neighborhood Renaissance, Inc. ("Applicant") has entered into a contract with the Lake Worth Community Development Agency ("CRA") to purchase the property located at 110 North F Street ("Property"). The Applicant has also entered into an agreement with the CRA to construct live-work residences for working artists that will be sold to households earning less than 120% of the area median income which is considered affordable housing. Additionally the agreement contemplates construction of additional community/commercial space on the Property (collectively called the "Project"). The CRA has determined that the development is consistent with its Community Redevelopment Plan (the "Redevelopment Plan"), and serves both a municipal and public purpose. The CRA meeting agenda dated August 11, 2015 approving the agreements attached as Exhibit A.

The following is the CRA's justification for acquiring the Property as previously described:

"The development of new owner-occupied units will bring further stability west of the RR tracks, creating even more of an artist cluster. This development further supports other CRA/City efforts in developing the Artisanal and/or Mixed-Use district and joins projects including the Urban Arts Lofts, the new Lake Worth Arts Center (Armory Arts Annex), the Benzaiten Center for the Creative Arts and the Flamingo Clay Studio. The synergy of artists in this clustered area creates a destination and attraction in a once blighted area."

"Development of this site addresses the goals and objectives in the CRA's Redevelopment Plan including:

- Elimination of slum and blighted conditions
- Increase the tax base to generate additional revenues
- Elimination of conditions that decrease property values
- Facilitation of new investment in the redevelopment district
- Encouragement of housing opportunities
- Establishment of a safe, functional and aesthetically pleasing community environment”

The Property was conveyed by the City of Lake Worth (“City”) to the CRA on May 19, 2015 by Quit Claim Deed as recorded in the public records of Palm Beach County on May 26, 2015. The transfer of ownership from the City was authorized by Resolution No. 16-2015. In Section 2 of the ordinance, “The City Commission finds that the property located at 110 N F Street is appropriate for affordable housing and should be conveyed directly to the CRA consistent with Section 2-1 of the City’s code of ordinances...” A copy of the ordinance is attached as Exhibit B.

The Property is located on the northeast corner of Lucerne Avenue and N F Street. The Urban Arts Lofts were built by the CRA on the northwestern and on the southwestern corners of Lucerne and F Street. The project was very successful, as all 12 townhomes were sold and now occupied by working artists. Directly to the south, across Lucerne Avenue is the Lake Worth Arts Center (aka. Armory Arts Annex) that is operated by the Amory Arts Annex. The proposed project is intended to be an extension of the first phase of a growing creative and productive community. The Property contains .4646 acres of land that was previously developed with a 2 story office building occupied by the County Health Department. The building and parking area were demolished in 2015 by the CRA and the Property is currently vacant. The Property is currently zoned Public (P) and its Future Land Use (FLU) is Public (P).

Development of the subject property has no impact to existing or potential designated and/or contributing historic resources. The Property is not in or adjacent to a City Historic District.

The Property is located in an area where the majority of other properties are designated as Mixed Use East (MU-E) in Zoning and on the Future Land Use Map (FLUM). The MU-E zone extends along Lucerne Avenue from the FEC railroad tracks to the west on both sides of the avenue all the way to I-95 with the exception of the Shuffle Board Courts directly south (Public) and the north side of the avenue between C and B Streets (Medium Density Residential). The relevant portion of the Zoning and FLU maps are attached as Exhibit C.

The MU-E designation will allow the development of the property as a combination of residential and commercial uses, and, allow the artists to use a portion of their home for their occupation of producing and selling their work or services “by right”. This ability of the artists to work out of their homes was an important decision factor for the phase 1 buyers and is a major selling point for phase 2. The following principal nonresidential uses permitted by right in the MU-E district and are essential for a working artist to conduct his or her craft or occupation out of his or her home:

- a) Commercial – Low Intensity
- b) Office – Low Intensity
- c) Retail - Low Intensity

- d) Personal Services- Low Intensity
- e) Cultural and Artisanal Arts- Low Intensity
- f) Institutional- Low Intensity
- g) Essential Services
- h) Home occupations

Other Medium Intensity uses are allowed with either administrative or conditional uses in the MU-E district.

ANALYSIS:

The requested Future Land Use Amendment (FLUM) and Rezoning is consistent with the following Objective and Policies of the Future Land Use Element within the City's adopted Comprehensive Plan:

1.1.3 Land Use Classifications

Mixed Use East: Maximum of thirty (30) dwelling units per acre (30 du/acre). Maximum height of 45'. Third story and above allowed with the provision of the Sustainability Bonus Incentive Program (Community Benefits). Maximum 2.0 FAR for non-residential uses. Preferred mix of uses within this land use classification is 25% residential and 75% non-residential. The corresponding zoning districts for this land use category are MU-DH, MU-FH and MU-E.

1.2.2.4 Locational Strategy for the Mixed Use East Category:

The Mixed Use East land use category is intended for mapping along arterials where the existing land use pattern is characterized by a high proportion of office and multi-family uses and/or a high proportion of land (either vacant or with marginally useful structures) that has a good potential for new office, commercial and medium to high density multi-family development. These areas are also 1) located adjacent to the City's central commercial core, and 2) have reasonable development potential.

1.1.3.4 Mixed Use East, maximum 30 du/acre

The Mixed Use East category is intended to provide for a mixture of residential, office, service and commercial retail uses within specific areas east of I-95, near or adjacent to the central commercial core and major thoroughfares of the City. The maximum density of permitted residential development is 30 dwelling units per acre. The preferred mix of uses area-wide is 25% residential and 75% non-residential. While mixed-use projects are allowed on a single site, it is not a requirement that each site within the category incorporate multiple uses. Zoning regulations implementing the Mixed Use East category shall permit the establishment and expansion of residential (including single family, two-family and multi-family), office, service and commercial retail uses either as uses permitted by right or through conditional use permit provisions. All buildings are required to provide transitional buffering and design features to mitigate impact of the MU-E sites adjacent to residential zoning districts.

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 FLUM and rezoning, The Amendment is consistent with the purpose and intent of the applicable Comprehensive Plan objectives and policies as follows:

1. Definition 1.1.3.4, specifically describes that the Property is located in an area intended as the Mixed Use East district. The Property is located on Lucerne Avenue in an area east of I-95, near of adjacent to the center commercial core and major thoroughfares of the City. The current designation of Public (P) does not allow private residential or commercial uses.
 2. Section 1.2.1.1, Strategy for Delineating Land Use Category Boundaries. The amendment and rezoning will create boundaries that follow recognized parcel boundaries and public right of ways by the Property being the same classification as adjacent properties to the east and west.
 3. Section 1.2.2.4, the Locational Strategy for the MU-E Category is intended for mapping along arterials where the existing land use pattern is characterized by a high proportion of office and multi-family uses and/or a high proportion of land (either vacant or with marginally useful structures) that has a good potential for new office, commercial and medium to high density multi-family development. These areas are also 1) located adjacent to the City's central commercial core, and 2) have reasonable development potential. Predominately all the properties between the central core and I-95 along Lucerne Avenue hold the MU-E designation on the FLUM. The property is highly desirable to be developed as next phase of the Urban Arts Lofts that has revitalized the neighborhood.
- 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 Amendment would establish a consistent land use pattern. It would eliminate an isolated land use classification unrelated to adjacent and nearby classifications. It would not constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare.

The following table identifies the FLU and Zoning classification of the adjacent properties:

Adjacent Property Information			
Property Location	Future Land Use	Zoning	Current Use
North	MDR	SF-TF 14	Single Family Home
South	Public	PROS	Shuffle Board Courts
East	MU-E	MU-E	Shopping Center
West	MU-E	MU-E	Residential – Urban Artist Lofts

The Amendment will make the FLU and Zoning consistent with its adjacent properties to the east and west but also fills a gap in the MU-E zoning along Lucerne Avenue. The Mixed Use East land use and zoning designations are the predominate designations on Lucerne Avenue from the FEC railway to Interstate-95 (I-95).

- 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: The Amendment will support the integration of a mix of land uses consistent with smart growth and sustainability initiatives. The requested land use designation is complementary to adjacent properties and the area, is accessible to public transportation and provide interconnectivity within the Project and between adjacent properties. The Project is planned as the next phase of the highly successful Urban Arts Lofts that was developed by the CRA a few years ago. All 12 residences are owned and occupied by working artists. Most of the artists live and work from their homes, creating economic activity in the urban area of Lake Worth. The MU-E designation is desirable as it allows the artists to live and work in their properties. Light commercial and occupational activities are allowed by right.

The Amendment makes the Property's zoning and land use the same as adjacent properties and allows development with complementary uses. The location of the property encourages the use of alternative transportation due to its location on Palm Trans bus routes 61 and 62 that runs east and west (Lake and Lucerne Avenues) and within 3 blocks of route 1. The Lake Worth Tri Rail station is within walking distance, .55 miles to the west. Interconnectivity along Lucerne Avenue is enhanced and extended by a consistent pedestrian experience with active artist workspaces fronting on the street.

While no formal site plan has been submitted as part of this FLUM and Rezoning 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. Smart Growth principals are accomplished by infill development in developed urban area with adequate infrastructure close to grocery, drug and dining establishments. The infill development will further utilized utility and transportation networks without creating sprawl.

- 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 Amendment is compatible with the current and future land uses of the adjacent and nearby properties by making the designation the same as those properties. The Amendment will allow development of the Property consistent with the newly developed Urban Art Lofts to the west and with contemplated development or use of properties along this area of Lucerne Avenue.

- 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 Amendment would further the City's Economic Development Program by bringing more residents and businesses into the City and the neighborhood. The MU-E allows mixed residential and commercial development. The existing designation of Public does not allow either. The MU-E designation allows, "by right", residences to include workspace for West Village Art Flats, 110 North F Street artists' occupational business activity and possibly job opportunities for the citizens of the City. This will expand the City's property tax base and associated taxes generated by commercial activities.

The MU-E designation will encourage mixed development of commercial and residential uses. It will allow increased intensity of development and types of uses on the Property. Increased commercial activity in the live-work properties and additional residents of the development will support other business already located in the City.

The proposed land use and zoning designations represent an increase in the number of uses with high probable economic development benefits such as employment and expansion of the tax base, while allowing for other mix of uses when compared to the existing Public (P) land use and zoning designation.

- 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 will increase, not reduce, the amount of land available for commercial/industrial development. The MU-E encourages a mix of commercial with residential uses on a property. Neither is allowed under its existing designation of Public.

The proposed FLUM amendment provides substantiated evidence of satisfying the following Direct Economic Development Benefits as listed in subparagraph 4.f. (must meet at least 4):

Benefit (2) The Amendment contributes to the enhancement and diversification of the City's tax base by allowing private ownership and development of the property.

Benefit (3) Meets current market demand for more affordable housing in the City. The first phase of the Urban Arts Lofts which are live-work residences is wildly successful. The ability to work out of one's residence is highly desirable in today's entrepreneurial society.

Benefit (4) Will create new employment opportunities for residents who will occupy and own the residences. The economic activities of the artist residents will most likely be conducted on site rather than at an offsite location, possibly not in the City boundary. Most of the residential properties in the City do not allow a business to be conducted within the residence.

Benefit (5) Will promote and utilize innovative methods and technologies that promote sustainability. The construction will comply with standards and be certified by Florida

Green Building Coalition at a minimum. The standards cover the building materials, building efficiency, siting and Florida friendly landscaping.

Benefit (7) Will be complementary to existing uses, thus fostering synergy effects.

Benefit (8) Will alleviate blight/economic obsolescence of the subject site. The property is vacant and does not contribute economically to the area nor to the neighborhood's community. The City Council has determined that the property is surplus and not needed or suitable for its future needs.

The proposed FLUM amendment will result in higher valuation than the existing land use which is Public. Public property does not generate economic activity or increased property values since it would be exempt from taxation. Private ownership will increase tax revenues.

- h. Alternative Sites. Whether there are sites available elsewhere in the city in zoning districts which already allow the desired use.

Staff Response: There are no alternative sites. The City Council's intention by conveying the property to the CRA was for the development of affordable housing in the CRA's jurisdiction. The affordability factor is being assisted by a grant of funds to the home buyers to make the homes affordable. The funds must be spent within the CRA boundaries. The Property is also planned by the CRA to expand its Urban Arts Lofts initiative which phase 1 is located adjacent.

- i. Master Plan and Site Plan Compliance with Land Development Regulations.

Staff Response: Staff will ensure that the proposed project will comply with the site development standards of 23.2-32 and the applicant will provide specific details through the required Site Plan Application approval process subsequent to approval of this request.

CONSEQUENT ACTION:

The Planning and Zoning Board can choose to recommend approval of the application; recommend approval of the application with conditions; continue the hearing to a date certain to request additional information; or recommend denial of the application. 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:

The analysis has shown that the rezoning request meets the applicable standards as indicated above. The rezoning as proposed is in harmony with the underlying future land use and all future proposals shall be subject to the City of Lake Worth's Land Development Regulations. The Land Development Regulations require a conditional land use permit for a hotel use in the Downtown zoning district.

Staff recommends that the Planning & Zoning Board approve the following:

- Approval of the Small Scale Future Land Use Map Amendment from Public (P) to assign a Future Land Use designation of Mixed Use East (MU-E);
- Approval of the Zoning Map Amendment from Public (P) to assign an initial zoning of Mixed Use – East (MU - E) District.

POTENTIAL MOTIONS:

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 16-00300001 a Small Scale Future Land Use Map (FLUM) change from a City land use designation of Public (P), to a City of Lake Worth land use designation of Mixed Use East (MU-E).

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 16-01300001: Zoning Map Amendment from a City of Lake Worth Zoning Designation of Public (P), to a City Zoning Designation of Mixed Use – East (MU-E).

LOCATION MAP



Attachments:

- Exhibit A
- Exhibit B
- Exhibit C-1
- Exhibit C-2

EXHIBIT A – CRA AGENDA ITEM

VIII. a.



LAKE WORTH
COMMUNITY REDEVELOPMENT AGENCY
29 SOUTH J STREET
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice-Chair and Members of the Board
FROM: Joan C. Oliva, Executive Director
DATE: August 11, 2015
SUBJECT: Development Agreement for West Village

EXPLANATION:

Under the approved Action Plan in the NSP-2 application, the Lake Worth Consortium is tasked with the acquisition, rehabilitation and construction of 100 housing units. The LW-CRA is responsible for the purchase of all foreclosed and/or abandoned properties that fit the guidelines within the target area. Along with the responsibility of acquisition comes the need for Tier II environmental, State Housing and Preservation Office letters of inquiry, lead and asbestos testing, the clearing of title and any code fines, ordering surveys and appraisals, creating files and the reporting of all activities in the federal on-line system.

In April 2015, the Board approved a conceptual site plan and development proposal for 110 N F Street. The property, formerly owned by the County Health Department was donated to the City in 2013. Since that time, the building remained vacant and continued to deteriorate. This May the City conveyed the property to the CRA for the development of additional NSP-funded arts lofts. To date, the CRA paid just over \$23K for environmental testing, a historic review, a survey and structural demolition.

Neighborhood Renaissance (NR) and the CRA executed a Memorandum of Understanding (MOU) earlier this year in preparation for the development of an NSP-funded project, West Village (Exhibit "A"). Since that time Staff from both the CRA and Neighborhood Renaissance have been meeting with the City to discuss design, unit number and type and financing options.

As a partner in the development of West Village, the CRA is contributing the land and an additional \$700K to help defray development costs. The \$700K in NSP funds will be used to pay for impact fees, permit fees, water and sewer connections and other necessary fees and infrastructure costs such as recording and closing costs, engineering and architectural fees, the bond application, utility relocation and other fees that all constitute NSP-2 eligible expenses.

The development agreement is an Exhibit to the Purchase and Sale agreement. The Purchase and Sale agreement complete with the development agreement and other exhibits is attached as Exhibit "B".

West Village Art Flats, 110 North F Street
Justification Statement

Highlights of the Development Agreement include the following:

- All units must be sold to Artists who meet the established definition
- The development will include up to 11 owner occupied live/work residential units, all offered at 120% or less of AMI (Exhibit "C"), at least 2000 square feet of community/commercial space for cultural uses plus garages and amenities
- The project must become Florida Green Building Certified
- The CRA shall participate in the recruitment of interested artists
- The CRA will use NSP funds to establish an initial maintenance reserve of \$25K for the to-be-established HOA
- Up to \$12K in NSP funds will be used for down payment assistance for qualified buyers
- Other than the Grant money provided by the CRA, Neighborhood Renaissance is responsible for securing all other necessary financing for the construction of the project
- CRA Board has the right to approve the design of the Project

The development of this site will put the Lake Worth Consortium well over our stated 100 unit goal in the NSP-2 Action Plan. With the addition of these eleven new units, the total number of NSP developed units increases to 176.

The development of new owner-occupied units will bring further stability west of the RR tracks, creating even more of an artist cluster. This development further supports other CRA/City efforts in developing the Artisanal and/or Mixed-Use district and joins projects including the Urban Arts Lofts, the new Lake Worth Arts Center, the Benzaïten Center for the Creative Arts and the Flamingo Clay Studio. The synergy of artists in this clustered area creates a destination and attraction in a once blighted area.

Development of this site addresses many of the goals and objectives in the CRA's Redevelopment Plan including:

- Elimination of slum and blighted conditions
- Increase the tax base to generate additional revenue
- Elimination of conditions that decrease property values
- Facilitation of new investment in the redevelopment district
- Encouragement of housing opportunities
- Establishment of a safe, functional and aesthetically pleasing community environment

REQUEST:

Staff requests the Board approve the Purchase and Sale agreement between Neighborhood Renaissance Inc. and the CRA.

West Village Art Flats, 110 North F Street
Justification Statement

EXHIBIT B – CITY COUNCIL AGENDA



CITY OF LAKE WORTH

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

AGENDA DATE: May 5, 2015 Regular Meeting **DEPARTMENT:** Community Sustainability

EXECUTIVE BRIEF

TITLE:

Resolution No. 16-2015 – declare 21 properties as surplus and directing the method of sale

SUMMARY:

The Resolution authorizes the review of a city-owned inventory list and determination if any are appropriate for affordable housing, needed for city purposes, or to be offered for sale.

BACKGROUND AND JUSTIFICATION:

State statute and City ordinance require the City Commission to review the list of all real property within the City limits to which the city holds fee simple title. The City Commission must review the list at a public hearing and make a determination if any of the properties are appropriate for affordable housing. If the properties are not appropriate for affordable housing, the Commission must determine if the properties are unusable or not needed for city purposes. The properties that are not appropriate for affordable housing and not usable or needed for city purposes, may be sold by competitive sealed bids or by request for proposal.

Staff has identified 21 properties to be reviewed (all 21 properties are identified on the attached list by PCN, address and legal description). Staff recommends that the City Commission find that the property at 110 North F Street is appropriate for affordable housing and convey the same to the Lake Worth Community Redevelopment Agency. Staff also recommends that the City Commission find that the remaining 20 properties are not appropriate for affordable housing and not usable or needed for city purposes and should be disposed of as follows:

- | | | |
|-----|------------------------|---|
| 1. | 313 North M Street | RFP with Historic New Construction Covenant |
| 2. | 431 North L Street I | Sealed Bid with Historic Restoration Covenant |
| 3. | 622 North H Street | RFP |
| 4. | 601 North E Street | RFP |
| 5. | 639 Washington Avenue | RFP |
| 6. | 711 North L Street | RFP with Historic New Construction Covenant |
| 7. | 416 3rd Avenue South I | RFP with Historic New Construction Covenant |
| 8. | 1203 18th Avenue North | RFP with Multiple Parcel Potential |
| 9. | 1506 South J Street | RFP |
| 10. | 431 North K Street | RFP with Historic New Construction Covenant |
| 11. | 624 Highland Avenue | RFP |
| 12. | 1526 Wingfield Street | RFP |
| 13. | 1756 14th Avenue South | RFP |
| 14. | 1101 South E Street | RFP |
| 15. | 626 Latona Avenue | RFP |
| 16. | 628 North K Street | RFP with Historic New Construction Covenant |

West Village Art Flats, 110 North F Street
Justification Statement

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|-----|---------------------------|------------------------------------|
| 17. | 629 South H Street | RFP |
| 18. | 1527 South Douglas Street | RFP with Multiple Parcel Potential |
| 19. | 304 South F Street | RFP |
| 20. | 732 South C Street | RFP with Multiple Parcel Potential |

Successful disposition of these properties will accomplish returning the properties to productive use and back onto the City's tax roll, eliminate potential blight, reduce on-going maintenance costs, reduce exposure to liability and help offset the City's current fiscal situation.

MOTION:

I move to approve/not approve Resolution No. 16-2015.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution
Property List

West Village Art Flats, 110 North F Street
Justification Statement

1 16-2015

2
3 RESOLUTION NO. 16-2015 OF THE CITY OF LAKE WORTH, FLORIDA,
4 DECLARING TWENTY-ONE PROPERTIES ON THE INVENTORY LIST OF ALL
5 CITY OWNED PROPERTY AS SURPLUS; FINDING ONE PROPERTY
6 APPROPRIATE FOR AFFORDABLE HOUSING; FINDING TWENTY
7 PROPERTIES NOT USABLE FOR CITY PURPOSES AND NOT
8 APPROPRIATE FOR AFFORDABLE HOUSING; DIRECTING THE METHOD
9 OF SALE; AND, PROVIDING AN EFFECTIVE DATE.

10
11 WHEREAS, Section 2-1 of the City's code of ordinances requires the City
12 Commission to review a list of all real property within the city limits to which the
13 city holds fee simple title; and

14
15 WHEREAS, this review must occur at a public hearing to determine if any
16 property is appropriate for affordable housing and, if not, whether usable or
17 needed for city purposes; and

18
19 WHEREAS, if a property is appropriate for affordable housing, the City
20 may sell it (and use the proceeds for further affordable housing development);
21 sell it with restrictions for affordable housing; or, donate it to a nonprofit housing
22 organization for permanent affordable housing; and

23
24 WHEREAS, for property to be conveyed to the Lake Worth Community
25 Redevelopment Agency (CRA), the City Commission may waive the sale
26 requirements of Section 2-1; and

27
28 WHEREAS, if a property is not appropriate for affordable housing and is
29 not usable or needed for city purposes, the City Commission may authorize its
30 sale; and

31
32 WHEREAS, the City Commission has reviewed the list of twenty-one (21)
33 properties (attached hereto and incorporated herein) and has determined that all
34 such properties are surplus and not need by the City for its purposes; and

35
36 WHEREAS, the City Commission has specifically determined that one (1)
37 property is appropriate for affordable housing and that twenty (20) properties are
38 not appropriate for affordable housing and are unusable; and

39
40 WHEREAS, the City Commission finds declaring the twenty-one (21)
41 properties surplus and as further set forth herein as serving a valid public
42 purpose.

43
44 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
45 THE CITY OF LAKE WORTH, FLORIDA:

46
47 Section 1. The foregoing WHEREAS provisions are adopted herein as
48 true and correct statements and findings of the City Commission.

West Village Art Flats, 110 North F Street
Justification Statement

Pg. 2, Reso. 16-2015

49
50 Section 2. The City Commission finds that the property located at 110
51 N. F Street is appropriate for affordable housing and should be conveyed directly
52 to the CRA consistent with Section 2-1 of the City's code of ordinances (without
53 a minimum bid amount or by sale).
54

55 Section 3. For the other twenty (20) properties, the City Commission
56 finds that the properties are not usable, not needed for city purposes and are not
57 appropriate for affordable housing and are to be sold by the following methods:
58

- 59 1. 313 North M Street RFP with Historic New Construction Covenant
- 60 2. 431 North L Street 1 Sealed Bid with Historic Restoration Covenant
- 61 3. 622 North H Street RFP
- 62 4. 601 North E Street RFP
- 63 5. 639 Washington Avenue RFP
- 64 6. 711 North L Street RFP with Historic New Construction Covenant
- 65 7. 416 3rd Avenue South 1 RFP with Historic New Construction Covenant
- 66 8. 1203 18th Avenue North RFP with Multiple Parcel Potential
- 67 9. 1506 South J Street RFP
- 68 10. 431 North K Street RFP with Historic New Construction Covenant
- 69 11. 624 Highland Avenue RFP
- 70 12. 1526 Wingfield Street RFP
- 71 13. 1756 14th Avenue South RFP
- 72 14. 1101 South E Street RFP
- 73 15. 626 Latona Avenue RFP
- 74 16. 628 North K Street RFP with Historic New Construction Covenant
- 75 17. 629 South H Street RFP
- 76 18. 1527 South Douglas Street RFP with Multiple Parcel Potential
- 77 19. 304 South F Street RFP
- 78 20. 732 South C Street RFP with Multiple Parcel Potential

79
80 Section 4. Effective Date. This Resolution shall take effect immediately
81 upon its adoption.
82

83 The passage of this Resolution was moved by Commissioner _____,
84 seconded by Commissioner _____, and upon being put to a vote, the vote
85 was as follows:
86

87 Mayor Pam Triolo
88 Vice Mayor Scott Maxwell
89 Commissioner Christopher McVoy
90 Commissioner Andy Amoroso
91 Commissioner Ryan Maier
92

West Village Art Flats, 110 North F Street
Justification Statement

Pg. 3, Reso. 16-2015

93 Mayor Pam Triolo thereupon declared this Resolution duly passed and
94 adopted on the 5th day of May, 2015.

95

96

LAKE WORTH CITY COMMISSION

97

98

By: _____
Pam Triolo, Mayor

99

100

101 ATTEST:

102

103

104 _____
Pamela J. Lopez, City Clerk

105

Exhibit C-2
Zoning Map



Single Family Residential (SF-R)	Mixed Use - East (MU-E)	Actual Industrial (AI)	Historic Preservation Districts	Arts Overlay District
Mobile Home Residential, 7 duplex units (MH-7)	Mixed Use - West (MU-W)	Neighborhood Commercial (NC)	College Park	Municipal Boundary
Single Family and Two Family Residential (SF-TF-14)	Mixed Use - Dixie Highway (MU-DH)	Beach and Casino (B&C)	North-East Lucerne	Residential Planned Development
Low Density Multi-Family Residential, 22 duplex units (MF-20)	Mixed Use - Federal Highway (MU-FH)	Public (P)	Old Lucerne	City Owned Property
Medium-Density Multi-Family Residential, 30 duplex units (MF-30)	Transit Oriented Development East (TOD-E)	Public Recreation and Open Space (PROS)	Old Town	FBC School Board Property
High-Density Multi-Family Residential, 40 duplex units (MF-40)	Transit Oriented Development West (TOD-W)	Conservation (CON)	South East Lucerne	
Downsized (DT)	Industrial - Park of Commerce (I-POC)	Palm Beach County Zoning (PBC)	South Palm Park	

18 | Page

West Village Art District, 110 North F Street
Justification Statement

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ORDINANCE NO. 2016-12 OF THE CITY OF LAKE WORTH, FLORIDA; CHANGING THE ZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A FROM CITY OF LAKE WORTH ZONING PUBLIC (P) TO CITY OF LAKE WORTH ZONING MIXED USE – EAST (MU-E); 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 requested a change in the Property’s zoning from a City of Lake Worth zoning category of Public (P) to a City zoning of Mixed Use – East (MU - E); and

WHEREAS, City staff has reviewed the request to rezone the Property from a City zoning designation of Public (P) to a City zoning designation of Mixed Use – East (MU-E); and

WHEREAS, on February 3, 2016, 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 – East is consistent with the land use designation of Mixed Use - East (MU - E); 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 – East 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 invalid provision or application, and to this end the provisions of this Ordinance are declared severable,

50
51 Section 5. This Ordinance shall become effective thirty-one (31) days after
52 adoption.

53
54 The passage of this Ordinance on first reading was moved by
55 Commissioner _____, seconded by Commissioner _____, and
56 upon being put to a vote, the vote was as follows:

57
58 Mayor Pam Triolo
59 Vice Mayor Scott Maxwell
60 Commissioner Christopher McVoy
61 Commissioner Andy Amoroso
62 Commissioner Ryan Maier

63
64 Mayor Pam Triolo thereupon declared this Ordinance duly passed on first
65 reading on the 1st day of March, 2016.

66
67 The passage of this Ordinance on second reading was moved by
68 Commissioner _____, seconded by Commissioner
69 _____, as amended and upon being put to a vote, the vote was
70 as follows:

71
72 Mayor Pam Triolo
73 Vice Mayor Scott Maxwell
74 Commissioner Christopher McVoy
75 Commissioner Andy Amoroso
76 Commissioner Ryan Maier

77
78 Mayor Pam Triolo thereupon declared this Ordinance duly passed and
79 enacted on the 5th day of April, 2016.

80
81
82 LAKE WORTH CITY COMMISSION

83
84
85 By: _____
86 Pam Triolo, Mayor

87
88 ATTEST:

89
90 _____
91 Pamela J. Lopez, City Clerk
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EXHIBIT A

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TOWN OF LAKE WORTH LOTS 26 TO 31 INC BLK 12





AGENDA DATE: March 1, 2016, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Resolution No. 12-2016 - authorizing the levy of municipal special assessment liens totalling \$60,315.09 for unpaid lot clearing charges

SUMMARY:

The Resolution assesses the costs incurred by the City for lot clearing services and levies such costs as special assessment liens against the properties identified in the Resolution.

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 were notified of the existence of debris, vegetation, tree or other matter thereon which were determined to create a hazard declared to be a public nuisance and a violation of the City's Lot Clearing Ordinance. Certain owners failed to abate such nuisances and the City or its contractor, in accordance with the procedures set forth in the Lot Clearing Ordinance, have abated said nuisances by clearing the offending lots. In accordance with section 12-42, the costs incurred by the City to abate said nuisances may be assessed against each property as a special assessment lien. The list of 56 properties to be assessed for unpaid lot clearing charges, along with the associated administrative costs, total \$60,315.09 and are attached to the Resolution as Exhibit "A". If not paid, these liens may be foreclosed by the City or they may be certified to the tax collector for collection pursuant to the uniform method provided in section 197.3632, Florida Statutes.

MOTION:

I move to approve / not approve Resolution No. 12-2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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12-2016

RESOLUTION NO. 12-2016 OF THE CITY OF LAKE WORTH, FLORIDA, ASSESSING THE COST INCURRED BY THE CITY PURSUANT TO SECTION 12-42 OF THE CITY CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES (LOT CLEARING) WITHIN THE CITY; LEVYING LIENS ON SAID PROPERTIES IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth, Florida has, pursuant to sections 12-38 through 12-42 of the Code of Ordinances of the City of Lake Worth, Florida, as amended, found and determined that the condition of certain properties or parcels of land as hereinafter described violated section 12-38 of said Code by reason of the existence of debris, vegetation, tree, or other matter thereon and thereby created a hazard declared to be a public nuisance; and

WHEREAS, the respective owners of the parcels of property hereinafter described were duly notified of the existence of the aforesaid nuisances on their properties and were required to abate the nuisances; and

WHEREAS, said owners have, after being duly notified by a Notice of Violation, failed to bring their property into code compliance; and

WHEREAS, the lots have been cleared of debris, vegetation, tree or other public nuisance thereon by the City or its contractor at a cost to the City as set forth below; and

WHEREAS, it is recommended that in accordance with section 12-42 of the Code of Ordinances of the City of Lake Worth, the costs incurred to abate said nuisances be assessed against the respective property owners and that special assessment liens be recorded against the properties in the Public Records of the Palm Beach County, Florida.

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

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

Section 2. Legislative Determinations. It is hereby ascertained and declared that the lot clearing on the properties listed in Exhibit "A" (attached hereto and incorporated herein) provided a special benefit to each parcel assessed, based upon the following legislative determinations:

(A) It is hereby ascertained, determined, and declared that each assessed parcel has benefitted by the City's provision of lot clearing services in an amount not less than the amount of the lot clearing services costs imposed against each parcel.

(B) It is fair and reasonable to assess the lot clearing services costs in the amounts actually expended by the City to benefit each assessed parcel.

Section 3. All costs incurred by the City in the abatement of nuisances on the following parcels of land, along with an administrative fee, are hereby levied and assessed against said properties as municipal special assessment liens on the properties identified and in the amounts indicated on the attached "Exhibit A". To each of the aforesaid lien amounts shall be added the cost to reimburse the City to record each lien in the Public Records of Palm Beach County, Florida.

Section 4. Said liens shall be prior in dignity to all other liens, encumbrances, titles and claims against the property and equal in rank and dignity with ad valorem taxes and shall remain on such property until paid.

Section 5. Said special assessment liens shall bear interest from the date of adoption of this Resolution at the legal rate until fully paid.

Section 6. The City Clerk is hereby directed to record a certified copy of this Resolution in the Public Records of Palm Beach County, Florida.

Section 7. The City Clerk is hereby directed to mail a copy of this Resolution to the owners of the parcels of land levied hereby at the last known address of such owner.

Section 8. Such assessment liens, together with interest, administrative fees costs, and reasonable attorneys' fees shall be enforced and collected, and may be foreclosed, pursuant to the Code of Ordinances of the City of Lake Worth and applicable provisions of law. Such assessment liens, if they remain unpaid, may be collected pursuant to the uniform method set forth in sec. 197.3632, Fla. Stat.

Section 9. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

96 Section 10. If any provision of this resolution or the application thereof to any
97 person or circumstances is held invalid, the invalidity shall not affect other
98 provisions or applications of this Resolution which can be given effect without the
99 invalid provision or application and to this end the provisions of this Resolution
100 are declared severable.

101
102 Section 11. This Resolution shall take effect upon adoption.

103
104 The passage of this Resolution was moved by Commissioner
105 _____, seconded by Commissioner _____, and upon being put to
106 a vote, the vote was as follows:

107
108 Mayor Pam Triolo
109 Vice Mayor Scott Maxwell
110 Commissioner Christopher McVoy
111 Commissioner Andy Amoroso
112 Commissioner Ryan Maier

113
114 The Mayor thereupon declared this Resolution duly passed and adopted
115 on this 1st day of March, 2016.

116
117 LAKE WORTH CITY COMMISSION

118
119
120 By: _____
121 Pam Triolo, Mayor

122 ATTEST:

123
124
125 _____
126 Pamela J. Lopez, City Clerk
127

Exhibit A

LOT CLEARINGS

CASE #	Owner Name	Owner Address	PCN	Legal Description	Property Address	Date invoiced	Amount owed	Paid Y/N	Contr. Invoice	Finance Invoice	Invoice Status
15-1710	CHRISTOPHER HOUSE OF HOPE INC	931 VILLAGE BLVD STE 905 WEST PALM BEACH FL 33409-1804	38-43-44-21-15-310-0090	TOWN OF LAKE WORTH LT 9 BLK 310	1031 N J St	11/9/2015	\$199.00		110915a	8576	11/13/2015
15-328	VARECHA JOSEPH EST	LAKE WORTH FL 33460-4046 105 S D ST	38-43-44-21-15-063-0190	TOWN OF LAKE WORTH LTS 19 & 20 BLK 63	105 S D St	4/13/2015	\$683.00		3304	7932	5/1/2015
15-571	VARECHA JOSEPH EST	LAKE WORTH FL 33460-4046 105 S D ST	38-43-44-21-15-063-0190	TOWN OF LAKE WORTH LTS 19 & 20 BLK 63	105 S D St	7/29/2015	\$803.00		3456	8128	8/24/2015
15-823	DEUTSCHE BANK NATIONAL TRUST COMPANY TR	6501 IRVINE CENTER DR IRVINE CA 92618-2133 2800 N PATRICK CIR WEST PALM BEACH FL 33406-4457	38-43-44-21-15-002-0110	LAKE WORTH TOWN OF LT 11 BLK 2	107 N B St	7/29/2015	\$598.00		3457	8130	8/24/2015
14-2327	RAILROAD STATION ENTERPRISES INC	LAKE WORTH FL 33460-4021 112 S E ST	38-43-44-21-15-011-0190	TOWN OF LAKE WORTH LT 19 BLK 11	1108 1st Ave S	11/18/2014	\$9,683.60		3149	7620	1/22/2015
15-98	PACHECO GENARO	LAKE WORTH FL 33460-4021 5647 CAMEO DR N BOCA RATON FL 33433-5322	38-43-44-21-15-049-0110	TOWN OF LAKE WORTH LT 11 BLK 59	112 S E St	3/18/2015	\$691.25		3275	7893	4/29/2015
15-520	SAKKAL BISHR	970 SW 15TH ST BOCA RATON FL 33486-6856	38-43-44-21-15-049-0110	LAKE WORTH TOWN OF LTS 11 & 12 BLK 49	112 S J St	5/12/2015	\$738.00		3333	7952	6/5/2015
15-1073	1214 NH St LAND TRUST	LAKE WORTH FL 33460-4125 126 S J ST	38-43-44-21-15-049-0031	TOWN OF LAKE WORTH N 1/2 OF LT 3 & LT 4 BLK 49	1214 N H St	9/7/2015	\$1,493.00		9/1/2015A	8406	9/24/2015
15-1835	LOMBARDO ANTHONY JR	LAKE WORTH FL 33460-4125 126 S J ST	38-43-44-21-15-049-0031	TOWN OF LAKE WORTH N 1/2 OF LT 3 & LT 4 BLK 49	126 S J St	12/27/2015	\$2,768.00		122715A	8656	12/31/2015
15-191	LOMBARDO ANTHONY JR	LAKE WORTH FL 33460-4125 126 S J ST	38-43-44-21-15-049-0031	TOWN OF LAKE WORTH N 1/2 OF LT 3 & LT 4 BLK 49	126 S J St	4/13/2015	\$657.75		3305	7933	5/1/2015
15-1406	BRYANT TERRY	WEST PALM BEACH FL 33407-4011 915 39TH ST	38-43-44-27-01-064-0021	ADD 1 TO TOWN OF LAKE WORTH LT 2 /LESS S 5 FT/ BLK 64	1328 S L St	10/27/2015	\$693.00		102515E	8564	10/29/2015
14-1878	MENDELSONH CRAIG & MENDELSONH DAWN	LAKE WORTH FL 33460-5319 1414 S B ST	38-43-44-33-11-006-0150	WHISPERING PALMS NO 4 LT 15 BLK 6	1414 S B St	12/9/2014	\$1,098.56		3180	7602	1/22/2015

15-1497	MENDELSONH CRAIG & MENDELSONH DAWN	1414 S B ST LAKE WORTH FL 33460-5319	38-43-44-33-11-006-0150	WHISPERING PALMS NO 4 LT 15 BLK 6	1414 S B ST	10/27/2015	\$1,823.00	102515A	8572	10/29/2015
15-1405	ARMAN AMANI OBRIEN EDWARD M &	10818 GRAND PALLADIUM WAY LAKE WORTH FL 33466	38-43-44-16-06-007-0190	LAKE WORTH HEIGHTS LT 19 BLK 7	1521 16TH AVE N	9/30/2015	\$2,193.25	3553	8461	9/30/2015
15-1322	HAYS CHERYL A	1528 16TH AVE N LAKE WORTH FL 33460-6418	38-43-44-16-06-008-0181	LAKE WORTH HEIGHTS W 17 FT OF LT 18 & LT 20 BLK 8	1528 16TH AVE N	9/17/2015	\$3,438.00	91715b	8401	9/24/2015
15-38	AFFORDABLE HOME COMPANY	937 39TH CT WEST PALM BEACH FL 33407-4015	38-43-44-34-01-000-0460	OSBORNE ADD AMND LT 46	1614 S JOHNSON S	2/10/2015	\$915.00	3247	7721	3/12/2015
14-2289	DUQUETTE SARA	1802 N LAKESIDE DR LAKE WORTH FL 33460-5614	38-43-44-15-16-053-0010	NORTH LAKE WORTH LT 1 BLK E	02 N LAKESIDE DRI	2/18/2015	\$155.00	21815A	7717	3/12/2015
15-1263	DUQUETTE SARA	1802 N LAKESIDE DR LAKE WORTH FL 33460-5614	38-43-44-15-16-053-0010	NORTH LAKE WORTH LT 1 BLK E	02 N LAKESIDE DRI	9/7/2015	\$463.00	9/1/2015B	8349	9/24/2015
15-576	XENOFAN LLC	PO BOX 1347 LAKE WORTH FL 33460-1347	38-43-44-21-15-005-0260	TOWN OF LAKE WORTH LT 26 BLK 5	19 S D ST	6/23/2015	\$300.50	62515A	8129	8/24/2015
13-1392	KLAUSMEYER HOLDINGS LLC	806 E WINWARD WAY PH 12 LAKE WORTH FL 33462-8016	38-43-44-21-15-066-0130	TOWN OF LAKE WORTH LT 13 BLK 66	215 N. C ST	9/25/2012	\$93.00	9904b	7622	1/22/2015
14-064	MCCAIN GLORIA	18727 46TH CT LOXAHATCHEE FL 33470- 1809	38-43-44-21-15-062-0110	TOWN OF LAKE WORTH LT 13 BLK 66	222 N D ST	7/25/2014	\$1,034.24	235	7623	1/22/2015
13-1426	ANICETTE BRADFORD	5005 NORTHERN LIGHTS DR LAKE WORTH FL 33463-5921	38-43-44-21-15-064-0110	TOWN OF LAKE WORTH LTS 11 TO 13 INC BLK 64	224 N. C ST	9/25/2012	\$1,180.00	9904ad	7616	1/22/2015
15-1657	SHERIDAN SCOTT A TRUST	2614 LAKE OSBORNE DR LAKE WORTH FL 33461-5663	38-43-44-29-05-000-0930	LAKE OSBORNE TERRACE LT 93	14 LAKE OSBORNE	10/27/2015	\$188.00	102515F	8570	10/29/2015
13-1069	NATIONWIDE INVESTMENT FIRM CORP	1375 GATEWAY BLVD BOYNTON BEACH FL 33426 8304	38-43-44-21-15-129-0090	TOWN OF LAKE WORTH LTS 9 & 10 BLK 129	314 South C St	10/23/2014	\$658.56	3072	7604	1/22/2015
15-1047	MAGINOT LINE LLC	330 E SEAVIEW DR MARATHON FL 33050-3820	38-43-44-21-15-151-0210	TOWN OF LAKE WORTH LT 21 BLK 151	409 S J St	9/30/2015	\$823.00	3551	8460	9/30/2015
15-566	CARR EDWARD	416 S J ST LAKE WORTH FL 33460-4544	38-43-44-21-15-153-0090	TOWN OF LAKE WORTH LT 9 BLK 153	416 S J St	6/29/2015	\$1,325.90	249	8026	6/30/2015

15-284	MAESEL SHAWN R	105 E PALMETTO PARK RD BOCA RATON FL 33432-4801	38-43-44-21-15-118-0091	TOWN OF LAKE WORTH N 1/2 OF LT 9 & LT 10 BLK 118	420 N H ST	4/3/2015	\$488.00	4315A	7896	4/29/2015
15-1301	PATINO FRANCISCO J	530 S L ST LAKE WORTH FL 33460-4518	38-43-44-21-15-174-0170	TOWN OF LAKE WORTH LTS 17 & 18 BLK 174	501 7th Ave N	9/30/2015	\$658.00	3552	8458	9/30/2015
15-326	PATINO FRANCISCO J	530 S L ST LAKE WORTH FL 33460-4518	38-43-44-21-15-174-0170	TOWN OF LAKE WORTH LTS 17 & 18 BLK 174	501 7th Ave N	5/21/2015	\$368.00	52115A	7950	6/5/2015
15-1164	UNIVERSAL 21 HOTELS INC	ANTILLA MARTIN C/O C OLIVA 3 LOCAL N 32CENTRO FINDANIDA FUENGIROLA MALAGA 29640 SPAIN	38-43-44-27-01-003-0080	ADD 1 TO TOWN OF LAKE WORTH LT 8 BLK 3	508 S FEDERAL HWY	9/29/2015	\$1,023.00	3549	8462	9/30/2015
15-1166	FINN LION INC	ANTILLA MARTIN C/O C OLIVA 3 LOCAL N 32 CENTRO FINDANIDA FUENGIROLA MALAGA 29640 SPAIN	38-43-44-27-01-003-0070	ADD 1 TO TOWN OF LAKE WORTH LT 7 BLK 3	510 S FEDERAL HWY	9/29/2015	\$1,065.56	3550	8462	9/30/2015
14-1027	SIMON SUSAN J	PO BOX 385 LAKE WORTH FL 33460-0385	38-43-44-21-15-213-0072	TOWN OF LAKE WORTH W 45 FT OF E 90 FT OF N 20 FT OF LT 7 & W 45 FT OF E 90 FT OF LT 8 BLK 213	513 6th Ave S	12/16/2014	\$1,198.00	121614A	7619	1/22/2015
15-140	HERARD CLENGUS	981 E 15TH ST BROOKWYN NY 11230-3703	38-43-44-21-15-138-0260	TOWN OF LAKE WORTH LT 26 BLK 138	513 N D ST	5/12/2015	\$567.50	3332	7956	6/5/2015
15-146	KOBLER SANDOR	1404 S N ST LAKE WORTH FL 33460-5728	38-43-44-21-15-148-0110	TOWN OF LAKE WORTH LTS 11 & 12 BLK 148	524 N H ST	4/9/2015	\$2,013.00	41515a	7892	4/29/2015
15-1523	KOBLER SANDOR	1404 S N ST LAKE WORTH FL 33460-5728	38-43-44-21-15-148-0110	TOWN OF LAKE WORTH LTS 11 & 12 BLK 148	524 N H ST	10/21/2015	\$562.80	3599	8563	10/29/2015
14-2209	FLORES JOSE, FLORES JOSE JR, FLORES NINFA & FLORES VALENE J	527 N K ST LAKE WORTH FL 33460-3021	38-43-44-21-15-152-0180	TOWN OF LAKE WORTH LT 18 BLK 152	527 N K ST	1/13/2015	\$526.75	3217	7645	1/22/2015
15-1173	FLORES JOSE, FLORES JOSE JR, FLORES NINFA, FLORES VALENE J &	527 N K ST LAKE WORTH FL 33460-3021	38-43-44-21-15-152-0180	TOWN OF LAKE WORTH LT 18 BLK 152	527 N K ST	9/8/2015	\$438.00	3498	8348	9/24/2015
14-611	TARPON IV LLC	SUITE 400 AVENTURERA FL 33160 2172	38-43-44-34-02-000-0030	AMENDED PL OF LATONA COURT LTS 3 & 4	610 Latona Avenue	11/5/2012	\$770.37	236	7606	1/22/2015

15-1307	CHILDERS WENDY J	610 N E ST LAKE WORTH FL 33460-2853	38-43-44-21-15-188-0050	TOWN OF LAKE WORTH LTS 5 & 6 BLK 188	610 N E St	10/27/2015	\$2,108.00	102515C	8565	10/29/2015
15-1155	OCHOA HILDA	608 1ST AVE S LAKE WORTH FL 33460-3833	38-43-44-21-15-176-0050	TOWN OF LAKE WORTH LT 5 BLK 176	610 N K St	9/8/2015	\$997.00	3499	8388	9/24/2015
15-1078	GOMEZ CARLOS RODRIGUEZ	616 S PINE ST LAKE WORTH FL 33460-4748	38-43-44-28-03-000-0280	ADD 1 TO LAKEVIEW HGT'S LT 28	616 S PINE St	9/8/2015	\$560.00	3500	8376	9/24/2015
15-1987	GOMEZ CARLOS RODRIGUEZ	616 S PINE ST 313 LAKE CIR # 312 NORTH PALM BEACH FL 33408-5230	38-43-44-28-03-000-0280	ADD 1 TO LAKEVIEW HGT'S LT 28	616 S PINE St	12/27/2015	\$994.00	122715B	8657	12/31/2015
15-311	CABREJA GLENYS C	103 W MANGO RD LAKE WORTH FL 33467-4819	38-43-44-34-01-000-0482	OSBORNE ADD AMNND LT 48 /LESS N 65 FT OF E 25 FT/	77 WASHINGTON A	4/5/2015	\$478.00	41515D	7898	4/29/2015
15-323	MULE PAUL	718 S PINE ST LAKE WORTH FL 33460-4750	38-43-44-21-15-222-0140	TOWN OF LAKE WORTH LT 14 BLK 222	709 N Federal Hwy	5/13/2015	\$617.00	3334	7951	6/5/2015
15-1495	MUSGRAVE AMBER	805 WASHINGTON AVE LAKE WORTH FL 33460-5554	38-43-44-28-05-000-0201	LAKEVIEW HGT'S ADD 3 N 25 FT OF LT 20 & 5 25 FT OF LT 21	718 S PINE St	10/29/2015	\$1,866.50	3610	8571	10/29/2015
15-1314	CONKLIN RICHARD R & NELSON DOROTHY	805 WASHINGTON AVE LAKE WORTH FL 33460-5554	38-43-44-34-01-000-0720	OSBORNE ADD AMNND LT 72	75 WASHINGTON A	9/29/2015	\$613.00	3547	8459	9/30/2015
15-46	CONKLIN RICHARD R & NELSON DOROTHY	805 WASHINGTON AVE LAKE WORTH FL 33460-5554	38-43-44-34-01-000-0720	OSBORNE ADD AMNND LT 72	75 WASHINGTON A	2/10/2015	\$659.00	3248	7719	3/12/2015
15-123	JENNE KENNETH C II	2601 W BROWARD BLVD FORT LAUDERDALE FL 33312 1308	38-43-44-21-15-242-0040	TOWN OF LAKE WORTH LT 4 BLK 242	814 N J St	3/5/2015	\$91.00	3915A	7739	3/20/2015
14-2369	BECKER DANIEL & DOTTER CHRISTINA	4130 SABAL LAKE RD DELRAY BEACH FL 33445 1219	38-43-44-21-15-241-0040	TOWN OF LAKE WORTH LT 4 BLK 241	814 S B St	12/3/2014	\$807.00	3179	7610	1/22/2015
14-1646	MORTGAGE POOL 285 LP	1200 PLANO TX 75093 2447	38-43-44-24-15-247-0050	TOWN OF LAKE WORTH LT 5 BLK 247	816 S E St	12/16/2014	\$627.25	3200	7667	1/31/2015
14-2316	HUNTER MARY L & EMMETT HUNTER	817 TRUMAN ST LAKE WORTH FL 33460 5548	38-43-44-34-03-000-0210	PARKVIEW HEIGHTS LT 21	817 Truman Ave	12/4/2014	\$893.25	3181	7627	1/22/2015
15-1411	HUNTER MARY L & EMMETT HUNTER	817 TRUMAN ST LAKE WORTH FL 33460-5548	38-43-44-34-03-000-0210	PARKVIEW HEIGHTS LT 21	817 Truman Ave	10/27/2015	\$128.00	102515B	8566	10/29/2015
15-281	BRADY JOAN	10213 NW 54TH PL POMPANO BEACH FL 33076- 1775	38-43-44-21-15-247-0160	TOWN OF LAKE WORTH LT 16 BLK 247	831 S F St	4/9/2015	\$3,413.00	41515C	7900	4/29/2015
14-2382	BARRIOS CARLOS	2520 IDA WAY WEST PALM BEACH FL 33415-7402	38-43-44-27-01-026-0040	ADD 1 TO TOWN OF LAKE WORTH LT 4 BLK 26	920 S J St	12/16/2015	\$558.00	12164D	7609	1/22/2015

15-1549	ADAIR JOHN TRUST BRYANT FAMILY TRUST NEW ADVENTURES INC TR	100 WATERWAY DR # 210 LAKE WORTH FL 33462-1882 2122 UNION ST ROYAL PALM BEACH FL 33411-5757	38-43-44-21-15-274-0040 38-43-44-21-15-066-0080	TOWN OF LAKE WORTH LTS 4, 5 & 6 BLK 274 TOWN OF LAKE WORTH LT 8 BLK 66	922 N G St 230 N B St	10/28/2015 4/13/2015	\$653.00 \$575.50		1025156 3303	8568 8134	10/29/2015 6/24/2015
						Total	\$60,315.09				



AGENDA DATE: March 1, 2016, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Resolution No. 13-2016 - authorizing the levy of municipal special assessment liens totalling \$78,107.62 for unpaid demolition charges

SUMMARY:

The Resolution assesses the costs incurred by the City for demolishing unsafe structures and levies such costs as special assessment liens against the properties identified in the Resolution.

BACKGROUND AND JUSTIFICATION:

Pursuant to the provisions of sections 9-2.2(a) through 9-2.2(t) of the Code of Ordinances (the “Unsafe Building Abatement Code”), the owners of certain parcels of real property were notified of the existence of an unsafe structure which was determined to create a hazard declared to be a public nuisance and a violation of the City’s Unsafe Building Abatement Code. Certain owners failed to abate such nuisances and the City or its contractor, in accordance with the procedures set forth in the Unsafe Building Abatement Code, have abated said nuisances by demolishing the unsafe structure. In accordance with section 9-2.2(q), the costs incurred by the City to abate said nuisances may be assessed against each property as a special assessment lien. The list of 9 properties to be assessed for demolition charges, along with the associated administrative costs, total \$78,107.62 and are attached to the Resolution as Exhibit “A”. If not paid, these liens may be foreclosed by the City or they may be certified to the tax collector for collection pursuant to the uniform method provided in section 197.3632, Florida Statutes.

MOTION:

I move to approve / not approve Resolution No. 13-2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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13-2016

RESOLUTION NO. 13-2016 OF THE CITY OF LAKE WORTH, FLORIDA, ASSESSING THE COST INCURRED BY THE CITY PURSUANT TO SECTION 9-2.2(Q) OF THE CITY CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES (DEMOLITIONS) WITHIN THE CITY; LEVYING LIENS ON SAID PROPERTIES IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth, Florida has, pursuant to sections 9-2.2(a) through 9-2.2(t) of the Code of Ordinances of the City of Lake Worth, Florida, as amended, found and determined that the condition of certain properties or parcels of land as hereinafter described violated section 9-2.2(c) of said Code by reason of the existence of a structure that is unsafe which thereby has created a hazard declared to be a public nuisance; and

WHEREAS, the respective owners of the parcels of property hereinafter described were duly notified of the existence of the aforesaid nuisances on their properties and were required to abate the nuisances; and

WHEREAS, said owners have, after being duly notified by a Notice of Violation, failed to bring their property into code compliance; and

WHEREAS, the structures have been demolished by the City or its contractor at a cost to the City as set forth below; and

WHEREAS, it is recommended that in accordance with section 9-2.2(q) of the Code of Ordinances of the City of Lake Worth, the costs incurred to abate said nuisances be assessed against the respective property owners and that special assessment liens be recorded against the properties in the Public Records of the Palm Beach County, Florida.

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

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

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Section 2. Legislative Determinations. It is hereby ascertained and declared that the demolitions of the structures on the properties listed in Exhibit "A" (attached hereto and incorporated herein) provided a special benefit to each parcel assessed, based upon the following legislative determinations:

(A) It is hereby ascertained, determined, and declared that each assessed parcel has benefitted by the City's provision of demolition services in an amount not less than the amount of the demolition services costs imposed against each parcel.

(B) It is fair and reasonable to assess the demolition services costs in the amounts actually expended by the City to benefit each assessed parcel.

Section 3. All costs incurred by the City in the abatement of nuisances on the following parcels of land, along with an administrative fee, are hereby levied and assessed against said properties as municipal special assessment liens on the properties identified and in the amounts indicated on the attached "Exhibit A". To each of the aforesaid lien amounts shall be added the cost to reimburse the City to record each lien in the Public Records of Palm Beach County, Florida.

Section 4. Said liens shall be prior in dignity to all other liens, encumbrances, titles and claims against the property and equal in rank and dignity with ad valorem taxes and shall remain on such property until paid.

Section 5. Said liens shall bear interest from the date of adoption of this Resolution at the legal rate until fully paid.

Section 6. The City Clerk is hereby directed to record a certified copy of this Resolution in the Public Records of Palm Beach County, Florida.

Section 7. The City Clerk is hereby directed to mail a copy of this Resolution to the owners of the parcels of land levied hereby at the last known address of such owner.

Section 8. Such assessment liens, together with interest, administrative fees costs, and reasonable attorneys' fees shall be enforced and collected, and may be foreclosed, pursuant to the Code of Ordinances of the City of Lake Worth and applicable provisions of law. Such assessment liens, if they remain unpaid, may be collected pursuant to the uniform method set forth in sec. 197.3632, Fla. Stat.

Section 9. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 10. If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the

97 invalid provision or application and to this end the provisions of this Resolution
98 are declared severable.

99

100 Section 11. This Resolution shall take effect upon adoption.

101

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

105

106 Mayor Pam Triolo
107 Vice Mayor Scott Maxwell
108 Commissioner Christopher McVoy
109 Commissioner Andy Amoroso
110 Commissioner Ryan Maier

111

112 The Mayor thereupon declared this Resolution duly passed and adopted
113 on this 1st day of March, 2016.

114

LAKE WORTH CITY COMMISSION

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By: _____
Pam Triolo, Mayor

119

120 ATTEST:

121

122

123

124 _____
Pamela J. Lopez, City Clerk

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Exhibit A

DEMOLITIONS

CASE #	Owner Name	Owner Address	PCN	Legal Description	Property Address	Date Invoiced	Amount owed	Paid Y/N	Invoice #	Finance Invoice #	Invoice Status
14-72	VARECHA JOSEPH EST	108 S D ST LAKE WORTH FL 33460 4046	38-43-44-21-15-063-0190	TOWN OF LAKE WORTH LTS 19 & 20 BLK 63	105 S D St	9/30/2014	\$7,901.00		1597-1	7441	10/15/2014
13-605	SCHMECKEBIER ELIZABETH	1517 W 29TH ST S WICHITA KS 67217-2413	38-43-44-21-15-039-0030	TOWN OF LAKE WORTH LT 3 BLK 39	124 Ocean Breeze	9/18/2014	\$10,931.00		1595-1	7443	9/30/2014
14-73	GREELY EDITH ESTATE	HORRELL C/O 521 LAKE AVE # 7 LAKE WORTH FL 33460 3846	38-43-44-21-15-003-0010	LAKE WORTH TOWN OF LT 1 BLK 3	32 S B St	9/5/2014	\$7,190.00		CS11597	7465	9/30/2014
14-136	MALDONADO CELESTINA RIVASDARDAN AMANDA S	413 S D ST LAKE WORTH FL 33460- 4345	38-43-44-21-15-139-0240	TOWN OF LAKE WORTH LTS 24 & 25 BLK 139	417 S D St	9/18/2015	\$10,298.00		J000386	8520	9/30/2015
14-136	MALDONADO CELESTINA RIVASDARDAN AMANDA S	413 S D ST LAKE WORTH FL 33460- 4345	38-43-44-21-15-139-0240	TOWN OF LAKE WORTH LTS 24 & 25 BLK 139	417 S D St	9/19/2015	\$950.00		J000382	8520	9/30/2015
14-2335	SIMON SUSAN J	PO BOX 385 LAKE WORTH FL 33460 0385	38-43-44-21-15-213-0072	TOWN OF LAKE WORTH W 45 FT OF E 90 FT OF N 20 FT OF LT 7 & W 45 FT OF E 90 FT OF LT 8 BLK 213	513 6th Ave S	12/14/2016	\$11,927.00		15-0397	8668	12/31/2015
14-2601	TARPPON IV LLC	18305 BISCAYNE BLVD SUITE 400 AVENTURA FL 33160-2172	38-43-44-21-15-225-0111	TOWN OF LAKE WORTH S 1/2 OF LT 11 BLK 225	711 S H St	7/22/2015	\$6,090.16		J000362	8131	8/24/2015
14-1910	TARPPON IV LLC	18305 BISCAYNE BLVD SUITE 400 AVENTURA FL 33160-2172	38-43-44-21-15-225-0120	TOWN OF LAKE WORTH LT 12 BLK 225	715 S H St	7/17/2015	\$9,462.96		J000361	8131	8/24/2015
15-595	MIDFIRST BANK	1505 N FLORIDA AVE TAMPA FL 33602 2613	38-43-44-21-15-206-0080	TOWN OF LAKE WORTH LT 8 BLK 206	728 N E St	12/7/2015	\$13,357.50		15-0406	8665	12/31/2015
					Total		\$78,107.62				



AGENDA DATE: March 1, 2016, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Resolution No. 14-2016 - authorizing the levy of municipal special assessment liens totalling \$52,326.45 for unpaid boarding and securing charges

SUMMARY:

The Resolution assesses the costs incurred by the City for boarding and securing services and levies such costs as special assessment liens against the properties identified in the Resolution.

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 were notified of the existence of a structure that allows access to its interior which is not boarded or secured and that does not have a certificate of boarding which were determined to create a hazard declared to be a public nuisance and a violation of the City’s Board and Secure Ordinance. Certain owners failed to abate such nuisances and the City or its contractor, in accordance with the procedures set forth in the Board and Secure Ordinance, have abated said 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 may be assessed against each property as a special assessment lien. The list of 31 properties to be assessed for unpaid boarding and securing charges, along with the associated administrative costs, total \$52,326.45 and are attached to the Resolution as Exhibit “A”. If not paid, these liens may be foreclosed by the City or they may be certified to the tax collector for collection pursuant to the uniform method provided in section 197.3632, Florida Statutes.

MOTION:

I move to approve / not approve Resolution No. 14-2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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14-2016

RESOLUTION NO. 14-2016 OF THE CITY OF LAKE WORTH, FLORIDA, ASSESSING THE COST INCURRED BY THE CITY PURSUANT TO SECTION 2-75.2.7 OF THE CITY CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES (BOARDING AND SECURING) WITHIN THE CITY; LEVYING LIENS ON SAID PROPERTIES IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth, Florida has, pursuant to sections 2-75.2 through 2-75.2.7 of the Code of Ordinances of the City of Lake Worth, Florida, as amended, found and determined that the condition of certain properties or parcels of land as hereinafter described violated section 2-75.2.2(a) of said Code by reason of the existence of a structure that allows access to its interior and which is not boarded and secured or a structure that is boarded and secured but does not have a certificate of boarding which thereby has created a hazard declared to be a public nuisance; and

WHEREAS, the respective owners of the parcels of property hereinafter described were duly notified of the existence of the aforesaid nuisances on their properties and were required to abate the nuisances; and

WHEREAS, said owners have, after being duly notified by a Notice of Violation, failed to bring their property into code compliance; and

WHEREAS, the structures have been boarded and secured by the City or its contractor at a cost to the City as set forth below; and

WHEREAS, it is recommended that in accordance with section 2-75.2.7 of the Code of Ordinances of the City of Lake Worth, the costs incurred to abate said nuisances be assessed against the respective property owners and that special assessment liens be recorded against the properties in the Public Records of the Palm Beach County, Florida.

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

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

52

53 Section 2. Legislative Determinations. It is hereby ascertained and declared
54 that the boarding and securing of the structures on the properties listed in Exhibit
55 "A" (attached hereto and incorporated herein) provided a special benefit to each
56 parcel assessed, based upon the following legislative determinations:

57

58 (A) It is hereby ascertained, determined, and declared that each
59 assessed parcel has benefitted by the City's provision of boarding and securing
60 services in an amount not less than the amount of the boarding and securing
61 services costs imposed against each parcel.

62

63 (B) It is fair and reasonable to assess the boarding and securing
64 services costs in the amounts actually expended by the City to benefit each
65 assessed parcel.

66

67 Section 3. All costs incurred by the City in the abatement of nuisances on the
68 following parcels of land, along with an administrative fee, are hereby levied and
69 assessed against said properties as municipal special assessment liens on the
70 properties identified and in the amounts indicated on the attached "Exhibit A". To
71 each of the aforesaid lien amounts shall be added the cost to reimburse the City
72 to record each lien in the Public Records of Palm Beach County, Florida.

73

74 Section 4. Said liens shall be prior in dignity to all other liens, encumbrances,
75 titles and claims against the property and equal in rank and dignity with ad
76 valorem taxes and shall remain on such property until paid.

77

78 Section 5. Said liens shall bear interest from the date of adoption of this
79 Resolution at the legal rate until fully paid.

80

81 Section 6. The City Clerk is hereby directed to record a certified copy of this
82 Resolution in the Public Records of Palm Beach County, Florida.

83

84 Section 7. The City Clerk is hereby directed to mail a copy of this Resolution
85 to the owners of the parcels of land levied hereby at the last known address of
86 such owner.

87

88 Section 8. Such assessment liens, together with interest, administrative fees
89 costs, and reasonable attorneys' fees shall be enforced and collected, and may
90 be foreclosed, pursuant to the Code of Ordinances of the City of Lake Worth and
91 applicable provisions of law. Such assessment liens, if they remain unpaid, may
92 be collected pursuant to the uniform method set forth in sec. 197.3632, Fla. Stat.

93

94 Section 9. All Resolutions or parts of Resolutions in conflict herewith are hereby
95 repealed.

96

97 Section 10. If any provision of this resolution or the application thereof to any
98 person or circumstances is held invalid, the invalidity shall not affect other
99 provisions or applications of this Resolution which can be given effect without the
100 invalid provision or application and to this end the provisions of this Resolution
101 are declared severable.

102
103 Section 11. This Resolution shall take effect upon adoption.

104
105 The passage of this Resolution was moved by Commissioner
106 _____, seconded by Commissioner _____, and upon
107 being put to a vote, the vote was as follows:

108
109 Mayor Pam Triolo
110 Vice Mayor Scott Maxwell
111 Commissioner Christopher McVoy
112 Commissioner Andy Amoroso
113 Commissioner Ryan Maier

114
115 The Mayor thereupon declared this Resolution duly passed and adopted
116 on this 1st day of March, 2016.

117
118 LAKE WORTH CITY COMMISSION

119
120
121 By: _____
122 Pam Triolo, Mayor

123 ATTEST:

124
125
126 _____
127 Pamela J. Lopez, City Clerk
128

Exhibit A

BOARD AND SECURES

CASE #	Owner Name	Owner Address	PCN	Legal Description	Property Address	Date Invoiced	Amount owed	Paid Y/N	Contr. Invoice	Finance Invoice	Invoice Status
14-1009	CHRISTOPHER HOUSE OF HOPE INC	931 VILLAGE BLVD STE 905 WEST PALM BEACH FL 33409 1804	38-43-44-21-15-310-0090	TOWN OF LAKE WORTH LT 9 BLK 310	1031 N J St	12/9/2014	\$2,659.95		2756	7632	1/22/2015
15-158	DEUTSCHE BANK NATIONAL TRUST COMPANY TR	6501 IRVINE CENTER DR IRVINE CA 92618-2133	38-43-44-21-15-002-0110	LAKE WORTH TOWN OF LT 11 BLK 2	107 N B St	6/23/2015	\$1,272.75		2855	8027	6/30/2015
14-135	FEDERAL NATIONAL MORTG ASSN	FINANCIAL FREEDOM C/O 2900 ESPERANZA KING AUSTIN TX 78758-3658	38-43-44-16-06-014-0040	LAKE WORTH HEIGHTS LITS 4 R 5 BLK D	1123 18th Ave N	12/17/2014	\$2,244.83		2764	7637	1/22/2015
15-136	MAY SCOTT	401 NE 6TH AVE DELRAY BEACH FL 33483-5607	38-43-44-21-15-063-0090	TOWN OF LAKE WORTH LT 9 BLK 63	116 S C St	4/16/2015	\$1,479.94		2821	7901	4/29/2015
15-650	LOMBARDO ANTHONY JR	126 S 1ST LAKE WORTH FL 33460-4125	38-43-44-21-15-049-0031	TOWN OF LAKE WORTH N 1/2 OF LT 3 & LT 4 BLK 49	126 S 1 St	10/20/2015	\$2,773.37		2909	8472	10/30/2015
15-370	TRUONG TAI A	4416 SUSSEX AVE LAKE WORTH FL 33461-1739	38-43-44-21-15-061-0170	TOWN OF LAKE WORTH LT 17 BLK 61	1301 1ST AVES	10/21/2015	\$593.88		2910	8471	10/31/2015
13-1492	BRYANT TERRY	915 39TH ST WEST PALM BEACH FL 33407-4011	38-43-44-27-01-064-0021	ADD 1 TO TOWN OF LAKE WORTH LT 2 /LESS 5.5 FT/ BLK 64	1328 S L St	12/12/2014	\$1,503.58		2758	7600	1/22/2015
15-1679	SANTIAGO NANCY NANCY SANTIAGO TR TITL Hldr	1410 S H ST LAKE WORTH FL 33460 5463	38-43-44-33-12-012-0230	WHISPERING PALMS NO 5 LT 23 BLK 12	1410 S H St	12/26/2016	\$1,078.22		2944	8658	12/31/2015
15-156	XENOFANI LLC	PO BOX 1347 LAKE WORTH FL 33460-1347	38-43-44-21-15-005-0260	TOWN OF LAKE WORTH LT 26 BLK 5	19 S D St	8/10/2015	\$1,678.14		2095	8343	8/31/2015
14-2331	CARROLL PATRICIA A	8441 PINTO DR LAKE WORTH FL 33467-1130	38-43-44-21-15-060-0020	TOWN OF LAKE WORTH LT 2 BLK 60	204 N E St	1/20/2015	\$1,520.10		2781	7664	1/31/2015
15-212	JORDAN GARY & JORDAN VIRGINIA	266 S D ST LAKE WORTH FL 33460	38-43-44-21-15-075-0040	TOWN OF LAKE WORTH LT 13 BLK 62	226 S D St	9/5/2015	\$2,128.60		2892	8347	9/24/2015
15-294	BRYANT FAMILY TRUST NEW ADVENTURES INC TR	2122 UNION ST ROYAL PALM BEACH FL 33411-5757	38-43-44-21-15-066-0080	TOWN OF LAKE WORTH LT 8 BLK 66	230 N B St	8/15/2015	\$565.65		2880	8134	8/24/2015
14-2262	ROONEY GLORIA C	307 N E ST LAKE WORTH FL 33460-3339	38-43-44-21-15-078-0290	TOWN OF LAKE WORTH LT 29 BLK 78	307 N E St	1/19/2015	\$1,051.21		2780	7646	1/22/2015

15-50	NATIONWIDE INVESTMENT FIRM CORP	1375 GATEWAY BLVD BOYNTON BEACH FL 33426-8304	38-43-44-21-15-129-0090	TOWN OF LAKE WORTH LTS 9 & 10 BLK 129	314 S C St	4/15/2015	\$1,979.85	2820	7894	4/29/2015
14-2139	TAMAYO JUAN C	LAKE WORTH FL 33460-3333 321 N E ST	38-43-44-21-15-076-0220	TOWN OF LAKE WORTH LT 22 BLK 76	321 N E St	1/5/2015	\$1,249.90	2770	7597	1/22/2015
14-133	REAL STRATEGIC CAPITAL LLC	7741 N MILITARY TRL STE 1 PALM BEACH GARDENS FL 33410-7431	38-43-44-21-15-074-0110	TOWN OF LAKE WORTH LT 11 & S 23 FT OF LT 12 BLK 74	322 N C St	4/29/2015	\$2,273.09	2827	7958	6/5/2015
15-369	MAGNOT LINE LLC	320 E SEAVIEW DR MARATHON FL 33050-3820	38-43-44-21-15-151-0210	TOWN OF LAKE WORTH LT 21 BLK 151	409 S J St	8/19/2015	\$2,282.85	2883	8344	8/31/2015
15-511	BECCERA HENRY VANES LUIS &	LAKE WORTH FL 33460-4309 411 S E ST	38-43-44-21-15-141-0220	TOWN OF LAKE WORTH LT 22 BLK 141	411 S E St	6/26/2015	\$1,207.52	2857	8028	6/30/2015
14-133	JOHNSON BRUCE	LAKE WORTH FL 33460-4388 412 S B ST	38-43-44-21-15-137-0061	TOWN OF LAKE WORTH N 25 FT OF LT 6 BLK 137	412 S B St	8/10/2015	\$1,208.10	2881	8133	8/24/2015
15-138	GGH 43 LLC	18305 BISCAYNE BLVD MIAMI FL 33160-2172	38-43-44-21-15-138-0250	TOWN OF LAKE WORTH LT 25 BLK 138	515 N D St	5/1/2015	\$2,164.98	2829	7958	6/5/2015
15-1555	BANK OF NEW YORK MELLON TR	4425 PONCE DE LEON BLVD FL 4 MIAMI FL 33146-1897	38-43-44-27-01-003-0150	ADD 1 TO TOWN OF LAKE WORTH LT 15 BLK 3	523 S PALMWAY	11/18/2015	\$2,231.66	2921	8620	11/30/2015
15-145	KOBLER SANDOR	LAKE WORTH FL 33460-5728 1404 S N ST	38-43-44-21-15-148-0110	TOWN OF LAKE WORTH LTS 11 & 12 BLK 148	524 N H St	5/19/2015	\$2,004.82	2836	7949	6/6/2015
15-1250	FLORES JOSE FLORES JOSE JR FLORES NINFA FLORES VALERIE J &	LAKE WORTH FL 33460-3021 527 N K ST	38-43-44-21-15-152-0180	TOWN OF LAKE WORTH LT 18 BLK 152	527 N K St	11/20/2015	\$1,568.92	2923	8819	11/30/2015
14-2304	FEDERAL NATIONAL MRTG ASSN	GLADSTONE LAW GROUP C/O 1499 W PALMETTO PARK RD STE 300 BOCA RATON FL 33486-3322	38-43-44-21-15-194-0020	TOWN OF LAKE WORTH LT 2 BLK 194	608 N B St	1/2/2015	\$1,544.50	2766	7638	1/22/2015
14-2292	CHILDERS WENDY J	LAKE WORTH FL 33460-2853 610 N E ST	38-43-44-21-15-188-0050	TOWN OF LAKE WORTH LTS 5 & 6 BLK 188	610 N E St	1/3/2015	\$1,238.24	2767	7601	1/22/2015
14-1068	BROWN MICHAEL S	BOYNTON BEACH FL 33425-1616 PO BOX 1616	38-43-44-34-02-000-0090	AMENDED PL OF LATONA COURT LTS 9 & 10	634 LATONA AVE	1/22/2015	\$2,588.00	2794	7661	1/31/2015
14-1070	BROWN MICHAEL SCOTT	BOYNTON BEACH FL 33425-1616 PO BOX 1616	38-43-44-34-02-000-0110	AMENDED PL OF LATONA COURT LT 11	642 LATONA AVE	1/21/2015	\$1,221.95	2783	7661	1/31/2015
13-1480	HARRISON SHERYL L	FORT MYERS FL 33917-1902 2213 CARLISLE LN	38-43-44-21-15-198-0032	TOWN OF LAKE WORTH S 1/2 OF LT 3 BLK 198	718 N A St	9/6/2014	\$1,201.45	2725	7628	1/22/2015
15-45	CONKUN RICHARD R & NELSON DOROTHY	805 WASHINGTON AVE LAKE WORTH FL 33460-5554	38-43-44-34-01-000-0720	OSBORNE ADD AMND LT 72	805 WASHINGTON AVE	3/10/2015	\$2,496.79	2804	7736	3/20/2015

15-261	J P MORGAN CHASE BANK NA	RONALD R WOLFE & ASSOC'S C/O 4919 MEMORIAL HWY STE 200 TAMPA FL 33634-7500	38-43-44-21-15-266-0010	TOWN OF LAKE WORTH LT 1 BLK 266	902 N C St	4/30/2015	\$3,174.11	2828
15-203	CANNON TODD	1464 S 50 W PAYSON UT 84651-3044	38-43-44-21-15-286-0040	TOWN OF LAKE WORTH LT 4 BLK 286	914 N M St	5/18/2015	\$139.50	2835
						Total	\$52,326.45	



**AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MARCH 22, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:** Provided by
- 3. PLEDGE OF ALLEGIANCE:** Led by
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. DESIGNATE APPOINTMENTS:**
 - A. Vice Mayor and Vice Mayor Pro Tem
 - B. Various organizational appointments:
 - 1) Metropolitan Planning Organization liaison
 - 2) Palm Beach County League of Cities liaison
 - 3) Treasure Coast Regional Planning Council liaison
 - 4) Florida Municipal Power Agency liaison
 - 5) Downtown Cultural Alliance
 - 6) Community Redevelopment Agency liaison
 - 7) Lake Worth Sister City Board liaison
 - 8) Neighborhood Association Presidents' Council liaison
- 6. PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Board of Trustees for the Police Retirement System update
- 7. COMMISSION LIAISON REPORTS AND COMMENTS:**

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

9. APPROVAL OF MINUTES:

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

- A. Contract with seven (7) companies for Fleet Supply and Delivery of Parts and Accessories
- B. Contract with eleven (11) companies for external Fleet Services

11. PUBLIC HEARINGS:

- A. Ordinance No. 2016-XX - First Reading and First Public Hearing - amend various sections and tables in the City's Land Development Regulations; and schedule the second public hearing date for April 5, 2016

12. UNFINISHED BUSINESS:

13. NEW BUSINESS:

14. LAKE WORTH ELECTRIC UTILITY:

- A. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
- B. **PUBLIC HEARING:**
- C. **NEW BUSINESS:**

15. CITY ATTORNEY'S REPORT:

16. CITY MANAGER'S REPORT:

- A. April 5, 2006 - draft Commission agenda

17. 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.