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7 North Dixie Highway
Lake Worth, FL 33460
561.586.1600

AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, APRIL 05, 2016 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION OR MOMENT OF SILENCE:** Offered by Pastor Quesnel Delvard, Sacred Heart Church, on behalf of Vice Mayor Maxwell

3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Christopher McVoy

4. **AGENDA - Additions/Deletions/Reordering:**

5. **PRESENTATIONS:** (there is no public comment on Presentation items)

   A. City Tree Board update

   B. Palm Beach County School District and PBSO-Breaking the Cycle of Gang Recruitment.

   C. Downtown Jewel Neighborhood Association update

   D. Proclamation declaring April 10-17, 2016 as National Volunteer Week

   E. Proclamation declaring April 10-16, 2016 as National Library week

   F. Proclamation declaring April 22, 2016 as Earth Day

6. **COMMISSION LIAISON REPORTS AND COMMENTS:**

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

8. **APPROVAL OF MINUTES:**

   A. City Commission Special Meeting 3/18/16.

   B. City Commission 3/22/16

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

A. Amendment to the Memorandum of Understanding (MOU) with Palm Beach County regarding the EDA Grant.

B. Monument Sign Access and Easement Agreement for the Woodspring Suites West Palm Beach Florida South Lake Worth, LLC.

C. Approval of Contract For Sale and Purchase of 628 South K Street

D. Approval of Contract For Sale and Purchase of 431 North L Street

E. Approval of construction contract with One Call Property Services, Inc. for $133,892.68

F. Approve inter-local agreement with Drowning Prevention Coalition of Palm Beach County for swimming lesson vouchers

10. PUBLIC HEARINGS:

A. Ordinance No. 2016-11 - Second Reading - Small Scale Future Land Use Map Amendment

B. Ordinance No. 2016-12 - Second Reading - rezone property located at the northeast corner of Lucerne Avenue and North F Street

C. Ordinance No. 2016-13 - 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 19,
2016

D. Ordinance No. 2016-14 - Second Reading - Revise the code enforcement lien reduction procedure

E. Resolution No. 17-2016 - Abandon 25 ft. ROW Fun Depot

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

A. Resolution No 18-2016 Support for baseball team in South Central Palm Beach County

B. Fiscal Year 2016-2017 Community Development Block Grant application for funding

C. Approval of Interlocal Agreement with the County for Annexation of Enclave

13. LAKE WORTH ELECTRIC UTILITY:

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

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. Discussion about staff action with regard to Atlanta Braves

16. ADJOURNMENT:

17. 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.

AGENDA DATE: April 5, 2016, Regular Meeting **DEPARTMENT**: City Clerk

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EXECUTIVE BRIEF

TITLE:
City Tree Board update

SUMMARY:
Mr. Richard Stowe, Board Chair, will update the Commission on activities that have taken place over the past several months.

BACKGROUND AND JUSTIFICATION:
The Board members establish policy and provide standards within the City landscape ordinance for tree preservation and protection, both public and private. The policy would include, but not be limited to providing educational materials on proper planting, pruning techniques and insect and disease control; planting native species; inventory existing trees; permit guidelines, including rules for tree removal; opportunities for citizen involvement; and City tree sales. The members should recommend the planting of trees, which would provide a continuing shade canopy into the future. The last update from the City Tree Board was on April 7, 2015.

MOTION:
Not applicable

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

AGENDA DATE: April 5, 2016, Regular Meeting **DEPARTMENT:** City Clerk

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EXECUTIVE BRIEF

TITLE:
Downtown Jewel Neighborhood Association update

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

BACKGROUND AND JUSTIFICATION:
At the City Commission meeting on July 20, 2010, the City Commission requested that all neighborhood associations provide an update. The last update from the Downtown Jewel Neighborhood Association was on August 18, 2015.

MOTION:
Not applicable

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

PROCLAMATION

WHEREAS, the City of Lake Worth recognizes the enormous contribution that volunteers and voluntary, community-based organizations make to the social, cultural and economic development of our City; and

WHEREAS, it has been recognized that the contributions made by volunteer hours result in a significant and positive impact on the quality of life of the residents of the City of Lake Worth; and

WHEREAS, the City of Lake Worth recognizes and shows its appreciation to all volunteers and encourage the continuation of volunteerism.

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

April 10-17, 2016
as
National Volunteer Week

and urge all residents to lend their time and skills to this worthwhile activity.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 5th day of April, 2016.

_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

PROCLAMATION
National Library Week 2016

WHEREAS, libraries create potential and possibilities within their communities, campuses and schools;

WHEREAS; libraries level the playing field for all who seek information and access to technologies;

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities;

WHEREAS, libraries and librarians open up a world of possibilities through innovative programming, job-seeking resources and the power of reading;

WHEREAS, librarians are trained, tech-savvy professionals, providing technology training and access to downloadable content like e-books;

WHEREAS, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

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

APRIL 10-16, 2016

AS

NATIONAL LIBRARY WEEK

and encourage all residents to visit the library this week to take advantage of the library resources available at your library. Unlimited possibilities await you at your library.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 5th day of April, 2016.

_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

PROCLAMATION

WHEREAS, a new world view is emerging as through telecommunications, trade and travel our planet is rapidly becoming a single community; and

WHEREAS, the creation of a healthy environment requires the establishment of a stable human society where the economic and material desires of humankind are balanced with ecological concerns; and

WHEREAS, Earth Day each year can provide a special time to draw people together in appreciation of their mutual home, Planet Earth, and bring a global feeling of community through realization of our deepening desire for life, freedom and love, and our mutual dependence on each other; and

WHEREAS, our beautiful blue planet is a home for all people; and

WHEREAS, the City of Lake Worth takes pride in its diverse population; and

WHEREAS, through voluntary action, individuals can join with one another in building the Earth in harmony with nature and promote support thereof by private and government agencies; and

WHEREAS, the City of Lake Worth, as a waterfront community, has a special interest in cleanup efforts for Lake Osborne, the Lake Worth Lagoon and the C-51 canal; and

WHEREAS, the City of Lake Worth has made neighborhood beautification a priority including the planting of trees and enhancement of green space; and

WHEREAS, the City of Lake Worth takes pride in its natural resources and conservation efforts; and

WHEREAS, Earth Day each year can foster a common recognition that we are One People, One Planet.

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

APRIL 22, 2016
as
EARTH DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 5th day of April, 2016.

_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

MINUTES
CITY OF LAKE WORTH
CITY COMMISSION SPECIAL MEETING
MARCH 18, 2016 – 5:30 PM

The meeting was called to order by Mayor Triolo on the above date at 5:30 PM in the City Commission Chamber, located at 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy (arrived late), Andy Amoroso, and Ryan Maier (arrived late). Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and Records and Information Manager Deborah M. Andrea.

2. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Vice Mayor Maxwell.

3. NEW BUSINESS:

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

RESOLUTION NO. 15-2016 OF THE CITY OF LAKE WORTH, FLORIDA, CERTIFYING THE OFFICIAL RESULTS OF THE MUNICIPAL GENERAL ELECTION HELD MARCH 15 2016; AND PROVIDE FOR AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve Resolution No. 15-2016 to certify the returns of the officials of the municipal election.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; Commissioner Amoroso Commissioners McVoy and Maier were absent for the vote. NAYS: None.

Commissioner Maier arrived at 5:31 P.M.
Commissioner McVoy arrived at 5:32 P.M.

4. SWEARING IN OF NEWLY ELECTED OFFICIALS BY THE ASSISTANT CITY ATTORNEY:

A. Mayor – Pam Triolo

City Attorney Glen Torcivia administered the Oath of Office to Pam Triolo as Mayor.

B. Commissioner, District 1 – Scott Maxwell

City Attorney Torcivia administered the Oath of Office to Scott Maxwell as Commissioner, District 1.

C. Commissioner, District 3 – Andy Amoroso

City Attorney Torcivia administered the Oath of Office to Andy Amoroso as Commissioner, District 3.

5. ELECTED OFFICIALS' COMMENTS:

A. Mayor Triolo thanked all the people who share her vision and also thanked them for making it a great place to work, thanked staff because you care (especially Silvina), thanked her staff, thanked her father for helping with the campaign and was honored to have her dad present, and thanked her husband. She stated there is a lot to do in the City of Lake Worth and we still have to move the city forward.

B. Commissioner Maxwell wanted to thank the folks in the room for help with the campaign, and thanked his wife, Paula, because she has allowed 10 years to be shared with Lake Worth. He commented this has been an issue based election. He made it clear his vision for the future, and the voters made their thoughts crystal clear citing: they want roads, stronger economy, not lawsuits, people of Lake Worth want us to lower the costs for residents, and we must keep our beach and not give in to the scare tactics. People want to move Lake Worth forward, and with strong leadership and your support he will always keep the faith and roll up his sleeves for the next two years to improve code and Dixie Highway so we can see a more sustainable economy.

C. Commissioner Amoroso, thanked Gordon for putting up with him, thanked Paula for putting up with Vice Mayor Maxwell, and also a special thanks to City Manager Michael Bornstein. He is thankful for all the voters, his family and friends.

6. ADJOURNMENT:

Action: Motion made by Commissioner Maxwell and seconded by Commissioner Amoroso to adjourn the meeting at 5:49 PM.

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

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
DEBORAH M. ANDREA, AS DEPUTY CITY CLERK

Minutes Approved: April 5, 2016

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

MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
MARCH 22, 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 Interim City Clerk Karen Hancsak.

2. INVOCATION OR MOMENT OF SILENCE:

Pastor Kris Vos, Sunlight Community Church provided the invocation, on behalf of Mayor Triolo.

3. PLEDGE OF ALLEGIANCE:

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

4. AGENDA - Additions/Deletions/Reordering:

Commissioner McVoy requested that Items 10(F), (G), and (I) be removed from the consent. They were moved to Item 13(B), (C), and (D).

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve the amended agenda.

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

5. DESIGNATE APPOINTMENTS:

A. Vice Mayor and Vice Mayor Pro Tem

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to appoint Scott Maxwell as Vice Mayor.

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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to appoint Commissioner Amoroso as Vice Mayor Pro Tem.

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

B. Various organizational appointments:

1) Metropolitan Planning Organization liaison

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to appoint Mayor Triolo as the Metropolitan Planning Organization's liaison.

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

2) Palm Beach County League of Cities liaison

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to appoint Vice Mayor Maxwell as the Palm Beach County League of Cities' liaison.

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

3) Treasure Coast Regional Planning Council liaison

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to appoint Commissioner Maier as the Treasure Coast Regional Planning Council's liaison.

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

4) Florida Municipal Power Agency liaison

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to appoint Vice Mayor Maxwell as the Florida Municipal Power Agency's liaison.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell;

Commissioner Amoroso, and Commissioner Maier. NAYS: Commissioner McVoy.

5) Downtown Cultural Alliance liaison

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to appoint Commissioner Amoroso as the Downtown Cultural Alliance's liaison.

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

6) Community Redevelopment Agency liaison

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to appoint Commissioner Amoroso as the Community Redevelopment Agency's liaison.

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

7) Lake Worth Sister City Board liaison

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to appoint Commissioner Maier as the Lake Worth Sister City Board's liaison.

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

8) Neighborhood Association Presidents' Council liaison

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to appoint Mayor Triolo as the Neighborhood Association Presidents' Council liaison.

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

Mayor Triolo commented that while some boards may have sunsetted she was glad to hear that the Finance Advisory Board has a quorum and requested that they be involved in the upcoming budget process. She also suggested creating an Educational Council Advisory Board, an Arts Advisory Board, and a Roadway Improvement Advisory Board through an ordinance adoption at a future meeting.

Vice Mayor Maxwell suggested it be discussed at a workshop meeting.

Mayor Triolo advised that a workshop meeting still needed to be scheduled regarding creating a Code Enforcement Advisory Board and also to receive an update from the Historical Resource Preservation Board.

6. PRESENTATIONS:

A. Board of Trustees for the Police Retirement System Update

Todd Baer, Board Chair, provided the Commission with an update on the Board's 2015 financial activities.

B. Proclamation declaring April 2016 as Florida Water Professionals Month

Mayor Triolo read a proclamation declaring April 2016 as Florida Water Professionals Month.

Brian Shields introduced himself as the new Water Utility Director and a City Engineer and stated he has 35 years of experience.

C. Proclamation declaring April 2016 as Water Conservation Month

Mayor Triolo read a proclamation declaring April 2016 as Water Conservation Month.

Mr. Shields commented that all residents need to be conscious of water conservation to protect our resources.

Commissioner McVoy clarified that the City tests the water for lead and has programs in place to encourage water conservation. Mr. Shields advised that the programs include: mandatory water restrictions, higher rates for over consumption, and invoice informational inserts. He also advised that testing requirements include a test to 60 residences annually. He added that there has been an overall reduction in per capita water usage since the 2011 dry period.

Commissioner McVoy questioned if code enforcement is also used. Mr. Shields advised that the rates actually drive water reduction, however; code enforcement can also be notified regarding violations.

Commissioner McVoy requested the City Manager provide a study on whether the Town's irrigation and rain out sensors are fully compliant. City Manager Bornstein advised that there is actually a task force currently

in place that can provide these figures. Commissioner McVoy suggested providing this information on the website.

D. Proclamation declaring April 2016 as Autism Awareness Month

Mayor Triolo read a proclamation declaring April 2016 as Autism Awareness Month.

7. COMMISSION LIAISON REPORTS AND COMMENTS:

Vice Mayor Maxwell: thanked the public for their support and stated he was grateful to serve another term. He commented that within the next 6 – 12 months he would like to see new programs implemented to address the roadway issues, rectify the Casino and Pool concerns and also to create a parking plan for the future. He added that he was not specifically suggesting parking meters, nor was he advocating for an increase in parking meter rates.

Commissioner McVoy: apologized for not participating in the parade over the weekend as he was in the Keys with a science explorer post. He stated that he learned about a lot of xeriscape plants and water conservation. He expressed his concern regarding a recent newspaper article that included comments from commissioners and staff about the proposed baseball park and he felt the entire Commission should be informed on discussions related to this topic. He stated that he along with many others were opposed to the privatization of public assets for this property.

He also had concerns regarding the projected amount of funding the city may give to the Park of Commerce (grants or otherwise) when staff has not provided a financial analysis on how it will project out and what will be the return for the city.

Commissioner Amoroso; thanked the public for their support on his re-election. He mentioned that the Gay Pride Event was a success. He reminded everyone about the Easter Egg Hunt on Saturday, March 26th and advised that volunteers were needed.

Mayor Triolo: thanked the public for their support and agreed that parking (actually the lack of) is definitely an issue and also agreed that there should be a presentation on the economic viability and job creation for the Boutwell Rd. project.

Mayor Triolo also expressed her disappointment on Governor Scott's recent veto for city funding on the 5 year plan. She added that she plans on meeting with him either locally or in Tallahassee, utilizing her own

funding.

Mayor Triolo also commented that reports of secret dinner meetings between Commissioners prior to Commission meetings were incorrect. She explained that since most of the Commissioners proceed straight to City Hall on meeting nights several people take turns and provide dinner. She added that there is a record of who pays for dinner and who attends.

8. 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: Jon Faust, Maryann Polizzi, Peggy Fisher, Mark Parrilla, Greg Rice, and Jo-Ann Golden.

Mayor Triolo read a comment submitted Kim Wallant relaying her support regarding the City taking steps to update its home occupation code to make this an artist and maker –friendly city and a thriving cultural center.

9. APPROVAL OF MINUTES:

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

A. City Commission Work Session – February 9, 2016
B. City Commission Meeting – March 1, 2016

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

10. CONSENT AGENDA:

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

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

C. Purchase four new replacement trucks for the Water Utility Department

D. Ratify a member to the Historic Resources Preservation Board

E. Appoint a member to the Police and Employee Retirement Boards

F. 2" Watermain Replacement – Phase 1A Construction Agreement with Everglades Contracting, LLC (Relocated to Item 13 B)

G. 2" Watermain Replacement – Phase 1A Construction Phase Engineering Services, Task Order No. 026 (Relocated to Item 13 C)

H. Resolution to Consider Abandonment of the right of way located at the Fun Depot Property

I. Tropical Drive & Barton Road Infrastructure Improvements – Construction Phase Engineering Services (Relocated to Item 13 D)

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

11. PUBLIC HEARINGS:

There were no Public Hearings items on the agenda.

12. UNFINISHED BUSINESS:

A. Extension of Tolling Agreement with REG and Morganti to June 7, 2016

Assistant City Attorney Goddeau explained that negotiations have been ongoing since March 1, 2016 and a proposed solution has been discussed. Therefore, staff is recommending to extend the Tolling Agreement with REG Architects, Inc. and The Morganti Group, Inc. to June 7, 2016.

Attorney Michael Kennedy advised that the key issue may be a drainage issue on the second story deck. Morganti Group will replace the northeast corner of the deck with a porcelain tile and then test it in approximately 8 weeks for viability prior to proceeding further. He recommended extending the Tolling Agreement until June 7th.

Comments/requests summaries:

1. Commissioner Amoroso questioned whether there will be any cost to the City to which Attorney Kennedy advised there is no additional cost on the deck issue. No other upgrades are anticipated at this time.

2. Vice Mayor Maxwell questioned why it would take another three months to which he was advised it would take approximately 6-8 weeks to mobilize, complete the work, and test the new decking.

If it does not work no other option is contemplated at this time.

3. Vice Mayor Maxwell also asked if the decking was the only outstanding issue. Attorney Kennedy advised that the doors are now in line, the pergolas and trellis nails need replaced with screws, and the shutters are degrading. He was advised that Morganti mobilized at the site but was advised that no work can be completed without proof of insurance, which still has not been provided.

4. Commissioner Amoroso asked if other issues such as the rusted elevators, rusted doorknobs, rusted sprinkler heads, flooding of the tenants downstairs, and leakage within the 5,000 square feet will be addressed. Attorney Kennedy advised it would be addressed, however; some items will be maintenance items because of the passage of time. Attorney Kennedy also clarified that the molded tile issues below will also be addressed with the placement of tongue insets into the scuppers and water curbs to divert the water.

5. Mayor Triolo questioned what was causing the rain to pour down the stairwells and elevator shafts. Attorney Kennedy advised it was caused by the lack of pitching and no water stops. A water stop will be installed.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to extend the Tolling Agreement with REG Architects, Inc. and the Morganti Group, Inc. to June 7, 2016.

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

13. NEW BUSINESS:

A. Ordinance No. 2016-14 – First Reading – Revise the code enforcement lien reduction procedure and schedule the public hearing date for April 5, 2016

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

ORDINANCE NO. 2016-14 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, “ADMINISTRATION”, ARTICLE VI, “CODE COMPLIANCE”, SECTION 2-69.3, “APPLICATIONS FOR LIEN REDUCTIONS, CONSIDERATIONS FOR SALE, LIEN RELEASES; FEES; FEE CAP” TO ADDRESS THE CAPS IN THE REDUCTION OF LIEN PROCESS; AMENDING SECTION 2-69.3.1, “LIEN REDUCTIONS

AND RELEASE OF LIENS" TO ADDRESS LIEN SEARCHES, TO INCLUDE A RESERVATION OF RIGHTS ON BEHALF OF THE CITY IN THE COLLECTION OF LIENS, TO CLARIFY WHAT COSTS MAY BE CONSIDERED IN THE CALCULATION OF A LIEN REDUCTION, TO ENSURE PROPERTIES SUBJECT TO A PARTIAL RELEASE OF LIEN ARE FREE OF DEBT TO THE CITY AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2016-14 on first reading and schedule the public hearing date for April 5, 2016.

William Waters, Community Sustainability Director, explained that the ordinance amends the code to require that an applicant requesting a lien reduction, under certain circumstances, conduct a lien search to determine whether the applicant meets the criteria for a lien reduction and to clarify what is considered a documented expense.

Commissioners Amoroso and McVoy clarified the code amendments and commended the staff for the proposed modifications. Mr. Waters advised that the City is achieving a record number of corrective action and collection on liens in this fiscal year.

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. 2" Watermain Replacement – Phase 1A Construction Agreement with Everglades Contracting, LLC

Commissioner McVoy had requested that Item 10 F and G be removed from the Consent Agenda in order to verify that the costs were appropriate and also that the ratio for the engineering costs as compared to the construction costs was within the typical percentage for this type of work.

Mr. Shields advised that the engineering costs were slightly more than 10%, which he believed was in range for this type of project.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve award of the construction contract for 2" Watermain Replacement – Phase 1A to Everglades Contracting, LLC for

$382,944.34.

Joanne Golden, 502 North Palmway, was concerned whether the work could be completed at the low bid cost and questioned whether the references were verified. Mr. Shields commented that the references were verified by Mock & Roos & Associates.

Commissioner McVoy commented that he was concerned that there may be future change orders since the bid is the lowest. Mr. Shields advised that they did not foresee issues with the project.

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

C. 2" Watermain Replacement – Phase 1A – Construction Phase Engineering Services, Ask Order No. 026

This item was addressed in Item 13 B.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Task Order No. 026 of the Continuing Engineering Services Agreement (RFQ-12-13-302) with Mock Roos & Associates, Inc. for 2" Watermain Replacement – Phase 1A Construction Phase Services for $45,867.

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

D. Tropical Drive & Barton Road Infrastructure Improvements – Construction Phase Engineering Services

Commissioner McVoy had requested that Item 10 I be removed from the Consent Agenda in order to verify that the ratio for the engineering costs as compared to the construction costs was within the typical percentage for this type of work.

Mr. Shields advised that with a project of this size it is typical the engineering costs would be slightly lower that the 10% and he believed they were average.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Task Order No. 02 of the Standard Professional Consulting Services Agreement (RFQ-12-13-211) with URS Corporation a division of AECOM for Tropical Drive & Barton Road Infrastructure Improvements Construction Phase Services for $155,707.

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

14. LAKE WORTH ELECTRIC UTILITY:

A. CONSENT AGENDA:

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

B. PUBLIC HEARING:

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

15. CITY ATTORNEY'S REPORT:

Assistant City Attorney Goddeau did not provide a report.

16. CITY MANAGER'S REPORT

A. April 5, 2016 – draft Commission agenda

City Manager Bornstein did not provide a report.

17. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to adjourn the meeting at 7:15 PM.

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

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
KAREN HANCSAK, INTERIM CITY CLERK

Minutes Approved: April 5, 2016
A digital audio recording of this meeting will be available in the Office of the City Clerk.

AGENDA DATE: April 5, 2016 **DEPARTMENT:** Economic Development

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EXECUTIVE BRIEF

TITLE:
Amendment to the Memorandum of Understanding (MOU) with Palm Beach County regarding the EDA Grant.

SUMMARY:
The City Commission approved Resolution No. 14-2015 authorizing the execution of a Memorandum of Understanding (MOU) between Palm Beach County and City of Lake Worth to submit a grant application to the U.S. Department of Commerce, Economic Development Administration (EDA) for infrastructure improvements in the Lake Worth Park of Commerce. The EDA has since awarded monies for the execution for those improvements. The amendment to the MOU clarifies the roles and responsibilities of each party.

BACKGROUND AND JUSTIFICATION:
The City and County submitted a joint grant application to the US Economic Development Administration for infrastructure improvements in the Lake Worth Park of Commerce. On February 12, 2016, final award documents were issued by the EDA in the amount of $1,389,100.

The amendment to the original MOU outlines the roles, responsibilities and compensation of each party during the award period. Palm Beach County, Department of Community Sustainability, will be responsible for grant administration and reporting to the EDA. This includes submission of quarterly and semi-annual project performance reports; semi-annual federal financial reports; and processing reimbursement requests consistent with federal requirements. The EDA-approved budget reflects $20,000 of grant administration services. However, the City of Lake Worth will receive funds from the EDA directly and therefore will need to make payments to the County from that particular line item.

MOTION:
I move to approve / disapprove the amendment to the Memorandum of Understanding between Palm Beach County and City of Lake Worth.

ATTACHMENT(S):
Amendment to Memorandum of Understanding
Resolution No. 14-2015

AMENDMENT 001 TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
PALM BEACH COUNTY AND CITY OF LAKE WORTH

Amendment 001 entered into on_____, by and between **Palm Beach County** and **City of Lake Worth.**

W I T N E S S E T H:

WHEREAS, Palm Beach County entered into a Memorandum of Understanding (MOU, R2015-0682) with the City of Lake Worth on May 19, 2015 (R14-2015), which established a partnership between the County and the City to coordinate efforts in securing and managing infrastructure grant funds to complete necessary roadway and related infrastructure improvements to support the development of the Lake Worth Park of Commerce, and,

WHEREAS, on February 12, 2016, the U.S. Economic Development Administration (EDA) notified the City and County that it had approved the joint application for a $1,389,100 EDA investment (Award No. 04-01-07113) for infrastructure improvements to support the development of the commerce park, and

WHEREAS, the City has compensated the County in the amount of $10,000 for pre-award staff costs related to grant preparation and submission, and

WHEREAS, the EDA-approved grant budget reflects $20,000 for grant administration, and the City has agreed to compensate the County in the amount of $20,000 for grant administration services, and

WHEREAS, the County has requested to modify the MOU to memorialize the scope of grant management services it will provide to the City and provide for specific compensation to the County for tasks it completes under the scope of work in the MOU; and

WHEREAS, both parties desire to amend the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS
The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

SECTION 2 (b). THE CITY and COUNTY AGREE TO:
Delete the entire content of this Section and replace it with the following: "Provide grant management assistance to the City of Lake Worth through Palm Beach County Department of Economic Sustainability related to EDA Award No. 04-01-07113. This assistance includes quarterly and federal financial reporting, processing reimbursement requests, and ensuring project consistency with EDA construction requirements, Special Award Conditions, and EDA Standard Terms and Conditions for Construction Projects, dated March 12, 2013."

SECTION 3 (h). THE CITY AGREES TO:
Insert a new subsection "h" to read: "The City shall compensate County in the amount of $20,000 for overall grant administration. The compensation will be paid by the City to the County on a quarterly basis, upon receipt of invoice from County, related to percentage completion of the grant-funded project.

SECTION 6. THE CITY and COUNTY AGREE TO: TERMINATION
Insert the following language at the beginning of the first sentence of the paragraph: "This MOU will terminate at the earlier of: 1) grant closeout or 2) May 12, 2021."

Except as set forth herein, the MOU remains unrevised and in full force and effect, and the parties hereby ratify, confirm, and adopt the MOU as amended hereby.

IN WITNESS WHEREOF, the City and the County have caused this Amendment 001 to be executed on the date first above written.

(CITY SEAL BELOW)

CITY OF LAKE WORTH

By: _____
Pam Triolo, Mayor

By:_____
Pam Lopez, Clerk

Approved as to form and legal sufficiency:

By:_____
Glen J. Torcivia, City Attorney

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By:_____
Mary Lou Berger, Mayor
Board of County Commissioners

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By:_____
Deputy Clerk

Document No.:_____

Approved as to Form and
Legal Sufficiency

By: _____
James Brako
Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By:_____
Sherry Howard
Deputy Director

RESOLUTION NO. 14-2015 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN PALM BEACH COUNTY AND THE CITY TO COORDINATE EFFORTS IN SECURING GRANT FUNDS FOR INFRASTRUCTURE IMPROVEMENTS TO THE LAKE WORTH PARK OF COMMERCE, APPROVING AND AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATON FOR GRANT FUNDS PROVIDED THROUGH THE PUBLIC WORKS AND ECONOMIC DEVELOPMENT FACILITIES PROGRAM IN THE AMOUNT OF $1,400,000 FOR INFRASTRUCTURE IMPROVEMENTS IN THE PARK OF COMMERCE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS the U.S. Department of Commerce, Economic Development Administration has announced the availability of funding under the Public Works and Economic Development Facilities Program for Fiscal Year 2015; and

WHEREAS, the Public Works and Economic Development Facilities Program provides grant funds for the construction or rehabilitation of essential public infrastructure and facilities to help communities and regions leverage their resources and strengths to create jobs, drive innovation, become centers of competition in the global economy, and ensure resilient economies; and

WHEREAS, Palm Beach County and the City desire to enter into a partnership pursuant to a Memorandum of Understanding for the purpose of establishing the terms and conditions for undertaking a working relationship to coordinate efforts in securing grant funds for necessary infrastructure improvements for the Lake Worth Park of Commerce in order to attract regional business projects and create job opportunities for area residents; and

WHEREAS, the proposed improvements for the Lake Worth Park of Commerce are eligible for consideration under Public Works and Economic Development Facilities Program guidelines; and

WHEREAS, the City, in partnership with Palm Beach County, desires to submit an application under the Fiscal Year 2015 Public Works and Economic Development Facilities Program funds to support Phase 1 of planned infrastructure improvements for the Lake Worth Park of Commerce as identified in the Infrastructure Needs Assessment and Preliminary Engineering Study for this site.

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

SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby approves and authorizes the Mayor to execute a Memorandum of Understanding between Palm Beach County and the City for the purpose of establishing the terms and conditions for undertaking a working relationship to coordinate efforts in securing grant funds for

necessary infrastructure improvements for the Lake Worth Park of Commerce in order to attract regional business projects and create job opportunities for area residents.

SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby authorizes the submission of an application for funding under the Fiscal Year 2015 Public Works and Economic Development Facilities Program funds to support Phase 1-A of planned infrastructure improvements for the Lake Worth Park of Commerce as identified in the Infrastructure Needs Assessment and Preliminary Engineering Study for this site.

SECTION 3: The City Commission of the City of Lake Worth, Florida, hereby authorizes the Mayor to execute all related documents necessary for submission on behalf of the City for the aforementioned application.

SECTION 4: Upon execution of the Resolution, one copy shall be provided to the Director of the Department of Community Sustainability and one copy shall be provided to the Palm Beach County Department of Economic Sustainability. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 5: This Resolution shall become effective upon adoption.

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

Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	AYE
Commissioner Andy Amoroso	AYE
Commissioner Ryan Maier	AYE

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 21st day of April, 2015.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

CITY OF LAKE WORTH INCORPORATED 1913 PALM BEACH COUNTY STATE OF FLORIDA

AGENDA DATE: April 5, 2016 **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Monument Sign Access and Easement Agreement for the Woodspring Suites West Palm Beach Florida South Lake Worth, LLC.

SUMMARY:
Pursuant to the conditions of approval for the development approval of the Value Place Hotel project, Woodspring Suites West Palm Beach Florida South Lake Worth LLC is dedicating a monument sign access and easement to the City for the placement of a Park of Commerce sign.

BACKGROUND AND JUSTIFICATION:
Woodspring Suites West Palm Beach Florida South Lake Worth LLC recently constructed the Value Place Hotel project located at 2171 10th Avenue North. As a condition of approval, the project, was required to provide a monument sign easement at the ingress and egress point along the Boutwell Road. The property that the monument sign is built on is fee simple owned by Woodspring Suites West Palm Beach Florida South Lake Worth, LLC and this agreement between the City and Woodspring Suites West Palm Beach Florida South Lake Worth, LLC provides for the access and easement agreement terms.

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

MOTION:
I motion to approve/disapprove the Monument Sign Access and Easement Agreement with Woodspring Suites West Palm Beach Florida South Lake Worth, LLC.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Monument Sign Access and Easement Agreement

Prepared By & Returned To:
Karen Pickens
WoodSpring Hotels
8621 E. 21st Street North, Suite 250
Wichita, KS 67206

MONUMENT SIGN ACCESS & EASEMENT AGREEMENT

THIS **MONUMENT SIGN ACCESS & EASEMENT AGREEMENT** (the "Agreement") is made and entered into this 3rd day of March, 2016, by and between **WoodSpring Suites West Palm Beach Florida South Lake Worth LLC**, a Kansas limited liability company ("WSS"), whose mailing address is 8621 E. 21st Street North, Suite 250, Wichita, KS 67206, and **The City of Lake Worth, Florida**, a municipal corporation of the State of Florida ("City"), whose mailing address is 7 North Dixie Highway, Lake Worth, Florida 33460.

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

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

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

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

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

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

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

4. **Remedies**. If City fails to maintain and repair its monument sign so that it shall at all times be in good and operable condition and in compliance with all applicable governmental codes and regulations, WSS shall have the right after twenty (20) days written notice to the City or, in case of an emergency, at any time, to undertake reasonable construction, repairs and maintenance and the City shall reimburse WSS for all reasonable

costs and expenses related to the City's construction, maintenance and repair activities within thirty (30) days of receipt of an invoice for such costs. In the event the City does not pay when due WSS's costs and expenses, WSS shall be entitled to pursue any or all available remedies to collect the amounts due by filing an action to collect the indebtedness.

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

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

7. **Indemnification**. The City, its successor and assigns, shall be liable for its own negligence and, to the extent permitted by law, shall indemnify and hold Grantor, its successors and assigns, harmless from and against any damages, liability, actions, claims or expenses (including, without limitation, reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the City's negligence in connection with this Agreement and use of the Easement Property. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall same be construed to constitute agreement by the City to indemnify Grantor, its successors and assigns, for their own negligent, willful or intentional acts or omissions. The Grantor, its successor and assigns, shall be liable for its own negligence and, to the extent permitted by law, shall indemnify and hold the City, its successors and assigns, harmless from and against any damages, liability, actions, claims or expenses (including, without limitation, reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the Grantor's negligence in connection with this Agreement and use of the Easement Property. The foregoing shall not be construed to constitute agreement by the Grantor to indemnify City, its successors and assigns, for the City's own negligent, willful or intentional acts or omissions.

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

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

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

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

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

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

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

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

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

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

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

19. **Jury Trial Waiver**. The parties hereto hereby knowingly,

voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation arising out of, under or in connection with this agreement and any other instrument contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or action of either party.

[Signature Pages Follow]

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

Signed, sealed and delivered
in the presence of:

Print: Laura Schoenberger

Print: Shannon R. Baker

WSS:

WoodSpring Suites West Palm Beach South Lake Worth LLC, a Kansas limited liability company

By: Scott Frey
Name: Scott Frey
Title: Secretary

STATE OF KANSAS)
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 3rd day of March, 2016, by Scott Frey, Secretary of WoodSpring Suites West Palm Beach South Lake Worth LLC, a Kansas limited liability company, on behalf of the companies, who is personally known to me or who presented a valid driver's license as identification.

NOTARY PUBLIC STATE OF KANSAS

LARA PATTERSON
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp.: 12/8/16

Print Name: Lara Patterson
My commission expires: 12/8/16

City
City of Lake Worth Florida

Attest:

Pam Lopez, City Clerk

By:
Name: Pam Triolo, Mayor

NOTES:

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

DESCRIPTION:

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

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 33; THENCE S01°24'14"W ALONG THE WEST LINE OF SAID TRACT 33, A DISTANCE OF 205.20 FEET; THENCE S88°35'46"E, A DISTANCE OF 25.00 FEET TO A POINT ALONG A LINE 25 FEET EAST OF AND PARALLEL TO SAID WEST LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S88°07'49"E, A DISTANCE OF 20.00 FEET; THENCE S01°24'14"W, A DISTANCE OF 30.00 FEET; THENCE N88°07'49"W, A DISTANCE OF 20.00 FEET TO SAID PARALLEL LINE; THENCE N01°24'14"E ALONG SAID LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

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

CERTIFICATE:

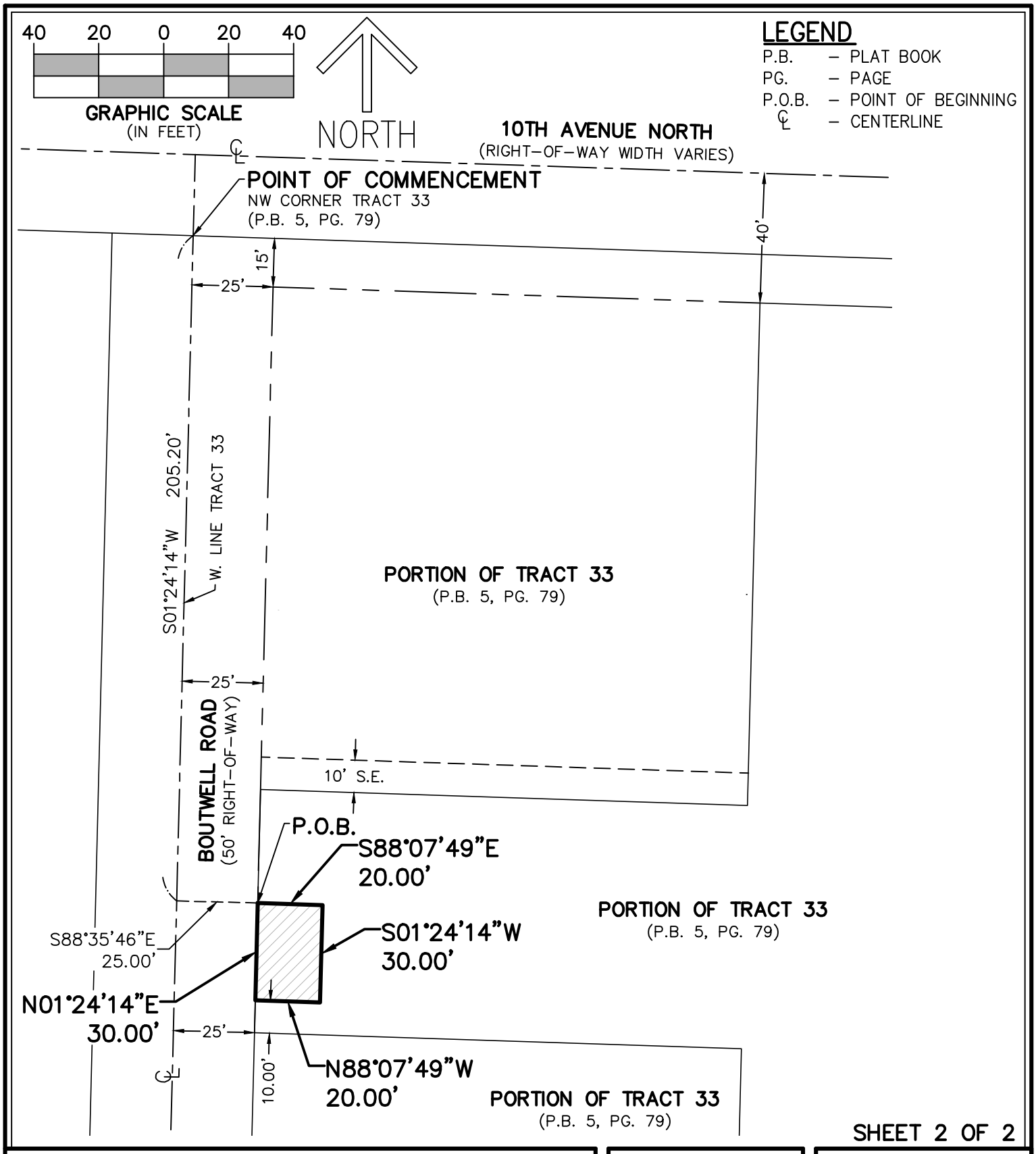
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON DECEMBER 4, 2015. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER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

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

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

VALUE PLACE SIGN EASEMENT
LAKE WORTH, FLORIDA
SKETCH OF DESCRIPTION

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



SHEET 2 OF 2

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

VALUE PLACE SIGN EASEMENT
LAKE WORTH, FLORIDA
SKETCH OF DESCRIPTION

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

AGENDA DATE: April 5, 2016 **DEPARTMENT:** **Community Sustainability**

EXECUTIVE BRIEF

TITLE:
Approval of Contract For Sale and Purchase of 628 North K Street

SUMMARY:
Sale of city surplus vacant lot located at 628 North K Street, PCN 38-43-44-21-15-176-0140, to Alicia J. Heine and Frederick P. Lummis for Fifty Thousand, Ten dollars ($50,010.00). Contract includes a Quit Claim Deed and Historic Preservation Covenant.

BACKGROUND AND JUSTIFICATION:
Per City Commission direction and approval, the City's surplus vacant properties were approved for sale through a formal Request for Proposal (RFP) process. City Staff prepared RFP 15-207, which closed on November 5, 2015. The RFP included nineteen (19) vacant parcels for sale. The minimum required proposal sales price for the lot located at 628 North K Street per the 2015 Tax Roll was $45,158. The City received one (1) proposal for the property from Alicia J. Heine and Frederick P. Lummis in the amount of $50,010.

Based on the single proposal received, City Staff evaluated the proposal and determined that it met the minimum requirements for sale and the City Attorney's office prepared a Contract for Sale and Purchase (Contract) a Quit Claim Deed (Deed) and a Historic Preservation Covenant (Covenant). Both the Contract and Covenant have been signed by the proposed buyers as well as a one thousand dollar ($1,000.00) deposit in the form of a cashier's check has been deposited with the City.

Should the City Commission approve the sale, a closing date will be scheduled with the buyers. All closing costs and other fees related to the sale will be the responsibility of the buyers.

MOTION:
I move to approve/not approve the contract for sale and purchase including historic preservation covenant for the vacant lot located at 628 North K Street in the amount of $50,010.00.

ATTACHMENT(S):
Fiscal Impact Analysis
Signed Sales Contract and Preservation Covenant

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	$50,010	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	+$50,010	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

C.

Funds from the sale of the surplus property will be deposited in account 160-0000-369.90-28, which is a revenue account within the Remediation Fund program.

D. Department Fiscal Review: _____

CITY OF LAKE WORTH, FLORIDA
CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT is made as of the date last executed below (the "Effective Date"), by and between the City of Lake Worth and the Buyer as follows:

SELLER: The City of Lake Worth ("City"), a municipal corporation created and existing under the laws of the State of Florida

ADDRESS: City of Lake Worth ("City")
Attn: City Manager's Office
7 North Dixie Highway
Lake Worth, FL 33460

BUYER(S): Alicia J. Heine & Frederick P. Lummis ("Buyer")

ADDRESS: 100 Day Street
Granby, CT 06035

City & Buyer AGREE TO BUY AND SELL on the terms and conditions specified below the property described as:

Address: 628 North K Street, Lake Worth, FL
County: Palm Beach
Legal Description: Lots 14 and 15, Block 176, TOWNSITE OF LUCERNE, (now City of Lake Worth), according to the PALM BEACH FARMS COMPANY PLAT NO. 2, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida
Tax ID No: 38-43-44-21-15-176-0140

1. **AGREEMENT TO SELL:** City hereby agrees to sell and the Buyer hereby agrees to buy in accordance with this Contract, all that certain real property, together with all improvements, easements and appurtenances.

2. **PURCHASE PRICE; OTHER CONDITIONS:** Buyer hereby agrees to pay City Fifty Thousand and Ten Dollars ($50,010.00) which shall be paid in the form of a Certified or Cashier's Check in the following manner:

   a. Deposit: Buyer deposits herewith One Thousand Dollars ($1,000.00) in the form of a Certified or Cashier's Check, made payable to the City of Lake Worth as an earnest money deposit and delivered to the City Clerk within ten (10) days of date of the execution of this Agreement by the parties.

   b. Balance: The balance of the purchase price in the amount of Forty Nine Thousand and Ten Dollars ($49,010.00), shall be paid by Certified or Cashier's Check made

payable to the City of Lake Worth at the time of closing. Any costs of sale incurred by the City shall be paid by the Buyer by Certified or Cashier's Check made payable to the City of Lake Worth at the time of closing.

c. Historic Preservation Covenant: The Historic Preservation Covenant, attached hereto as Exhibit "A", must be executed by Buyer upon the execution of this Agreement by both parties.

3. **CLOSING, EXPENSES AND POSSESSION**: City will deliver possession of the Property to the Buyer at Closing, at which time the Buyer shall pay the balance of the purchase price. The following are additional details of the Closing:

a. Time and Place: The Closing shall take place within Sixty (60) days of the Effective Date of this Agreement at a time and location established by the City.

b. Conveyance: At Closing, City will deliver to the Buyer a fully executed quit claim deed (the "Deed") conveying the Property in "AS IS, WHERE IS CONDITION". The form of the Deed shall substantially comply with the form attached hereto as Exhibit "B"; and

c. Expenses: The Buyer shall pay all costs of closing including, but not limited to, all costs incurred through appraisal of the property, survey costs, documentary stamp tax on the deed, recording fees, and title attorney's fees, if applicable. City may require that the closing be processed by and through a title insurance company officer, or other agent, designated by City, and the Buyer shall pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey, nothing contained therein shall affect the purchase price or terms of this contract.

4. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES:** The Buyer agrees to pay all outstanding real estate taxes, prorated from and after the day of Closing. The Buyer agrees to take title to the Property subject to any special liens or assessments, zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants, all other easements, restrictions, reservations or matters of record and as otherwise set forth in the Quit Claim Deed attached hereto.

5. **PERMITTING:** The Property may be subject to the permitting requirements of the DEP or the South Florida Water Management District, or any other applicable government agency, with which the Buyer shall comply.

6. **CONDITION OF THE PROPERTY:** City makes no promises or representations related to the current or future assignment on the Property by the City of any future land use designation or zoning district designation; or related to any implied or express approvals for specific permitted uses or special exception uses allowed on the Property in the future. Furthermore, the City makes no warranties or representations whatsoever as to the condition of the property or any improvements located thereon, or the fitness of either for any particular use or purpose.

7. **PROPERTY INSPECTION; RIGHT TO CANCEL: The Buyer shall have fifteen (15) days from the Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to the City prior to the expiration of the Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and the City shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide the City with paid receipts for all work done on the Property (the preceding provisions shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property in an "AS IS, WHERE IS CONDITION" and accepts any violation of governmental, building, environmental, and safety codes, restrictions, or requirements.**

8. **RISK OF LOSS:** In the event of any substantial damage to the Property (in excess of $5,000) between the date of this Contract and the date of closing, the City shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer shall complete the transaction as originally planned. If these repairs are not completed prior to Closing Date, closing will be extended until such time as the repairs are completed. If the City elects not to repair the damaged Property, the Buyer's sole remedy shall be the right to rescind this contract by giving written notice to and to receive a refund of the earnest money deposit or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage, the parties shall proceed to closing as though no damage had occurred.

9. **DEFAULT:** If Buyer fails to perform any covenants of this Contract, the City may retain the earnest money deposit without waiving any action for damages resulting from Buyer's default. Alternatively, the City may seek specific performance of the terms and conditions herein. If the City fails to perform any covenants of this Contract, the deposit shall be returned to Buyer (in which event, all parties shall be released of their rights and obligations under this Contract). This is Buyer's sole remedy.

10. **DISCLOSURES:**

(a) Radon Gas: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) Permits Disclosure: Except as may have been disclosed by the City to Buyer in a written disclosure, the City does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) Mold: Mold is naturally occurring and may cause health risks or damage to property.

If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) Flood Zone; Elevation Certification: Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to the City within 20 days after this Contract is executed by both parties, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) Energy Brochure: Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) Lead-Based Paint: If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.

(g) Homeowners' Association/Community Disclosure: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.

(h) Property Tax Disclosure Summary: BUYER SHOULD NOT RELY ON CITY'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR(S) SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) Tax Withholding: If Seller is "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.

(j) Seller Disclosure: City knows of no facts materially affecting the value of the Property which are not readily observable and which have not been disclosed to Buyer. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) City has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) City extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

11. **SUCCESSORS:** Upon execution of this Contract by the Buyer, this Contract shall be binding upon and inure to the benefit of the Buyer, its heirs, successors or assigns.

12. **RECORDING:** This Contract may be recorded in the Public Records for Palm Beach County, Florida, at the sole discretion and expense of the City.

13. **ASSIGNMENT:** The Buyer may not assign this Contract without the prior written consent of City.

14. **TIME:** Calendar days shall be used in computing time periods. Any time periods provided for in this Contract which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the property is located) of the next business day. Time is of the essence in the performance of this Contract.

15. **AMENDMENTS:** This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing and signed by all parties.

16. **CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS:** This Contract consists of all exhibits thereto, all of which are incorporated herein by this reference, including, but not limited to, the Quit Claim Deed form, and the historic covenant. The Buyer agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between this Contract and the remaining contract documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. However, if a rider or addenda is attached to this Contract, such rider or addenda shall control.

17. **WAIVER:** Failure of Buyer or City to insist on compliance with, or strict performance of, any provisions of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or right.

18. **APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the state of Florida and venue for resolution of all disputes shall lie in Palm Beach County, Florida.

19. **SURVIVAL:** The covenants of this Contract will survive delivery and recording of the deed and possession of the property.

20. **ACCEPTANCE OF OFFER:** City reserves the right to reject this offer. Therefore, this contract shall not bind City in any manner unless or until the City approves it and it is legally executed.

21. **NOTICES.** Any notice, request, demand, instruction or other document to be given hereunder shall be in writing and shall be (a) delivered personally, or (b) sent by a reputable overnight delivery service (such as FedEx), prepaid and specifying next day delivery, or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, and in each case addressed to the parties at the respective addresses set forth in the introductory paragraph hereof, and the same shall be effective, as the case may be (i) upon receipt if delivered personally, (ii) one business day after deposit with a reputable overnight delivery service, or (iii) two business days after deposit in the mails if mailed, or (iv) upon the facsimile transmission thereof to the number shown below. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

22. **BROKERAGE.** The parties represent and warrant to one another that they have not dealt with any broker.

23. **BUYER WAIVER OF CLAIMS: Buyer waives any claims against City for any defects or other damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.**

24. **ADDITIONAL TERMS/ADDENDA:** The following additional terms are included in the attached addenda (see list below) and incorporated into this Contract: **NONE**

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

IN WITNESS WHEREOF, the parties have caused this Contract for Sale and Purchase to be executed on the day and year written below.

Date: _____ CITY OF LAKE WORTH, FLORIDA

WITNESSES AS TO THE CITY: By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved As To Form And Legal Sufficiency:

By: _____ For
Glen Torcivia, City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing was acknowledged before me on this ___ day of _____, 2016, by, _____ who is personally known to me, or produce _____ ID as identification.

_____
Notary Public
My Commission Expires:

Date:_____ BUYER

WITNESSES AS TO BUYER

Michael Lombardo

Jacqueline Stomsky

Date: 03/05/2016

By: Frederick P Lummis

BUYER

WITNESSES AS TO BUYER

Michael Lombardo

Jacqueline Stomsky

By: Alicia J. Heine

STATE OF ~~FLORIDA~~ Connecticut
COUNTY OF ~~PALM BEACH~~ Hartford

The foregoing was acknowledged before me on this 5th day of March, 2016, by, Alicia J. Heine and Frederick P Lummis who is personally known to me, or produce CTDL 144665166 Ex 02/10/2020 CTDL 113123802 Ex 11/05/2017 ID as identification.

Notary Public
My Commission Expires: My Commission Expires July 31, 2017

EXHIBIT "A"

(Historic Preservation Covenant)

This instrument prepared by and return to:
Torcivia, Donlon, Goddeau and Ansay, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33401

Property Control # 38-43-44-21-15-176-0140

HISTORIC PRESERVATION COVENANT

This Covenant is made the 7th day of March, 2016 by Alicia J. Heine & Frederick P. Lummis, (hereinafter referred to as the Owner) and in favor of the City of Lake Worth, Florida (hereinafter referred to as the City) for the purpose of acknowledging that a certain property located at 628 North K Street, Lake Worth, Florida is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance.

The Property is more particularly described as follows:

Lots 14 and 15, Block 176, TOWNSITE OF LUCERNE, (now City of Lake Worth), according to the PALM BEACH FARMS COMPANY PLAT NO. 2, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida

1. The City conveyed the above-referenced Property to the Owner by quit claim deed dated _____. The Owner agrees and covenants to comply with the City's Historic Preservation Ordinance, as it may be amended from time to time, and to maintain and preserve the property in accordance with the U.S. Secretary of Interior's *Standards for the Treatment of Historic Properties.* The Owner agrees and covenants to assume the cost of the continued maintenance and repair of the Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The terms of this covenant shall be binding on the current Property Owner, transferees, heirs, successors, or assigns.

Date: _____

CITY OF LAKE WORTH, FLORIDA

WITNESSES AS TO THE CITY:

By: _____
Pam Triolo, Mayor

ATTEST:

Witness:

_____
Pamela J. Lopez, City Clerk

_____
Print Name:

Approved As To Form And Legal Sufficiency:

By: _____ FOR
Glen Torcivia, City Attorney

Date: 3/7/2016

PROPERTY OWNER

WITNESSES AS TO PROPERTY OWNER

Jacqueline Stonsky

Michael Lombardi

By: Frederick P Lummis
Property Owner

Date: 3/7/2016

PROPERTY OWNER

WITNESSES AS TO PROPERTY OWNER

Jacqueline Stonsky

Michael Lombardi

By: Alicia J Heine
Property Owner

STATE OF ~~FLORIDA~~ MVL Connecticut
COUNTY OF ~~PALM BEACH~~ MVL Hartford

The foregoing was acknowledged before me on this 7th day of March, 2016, by, Frederick P Lummis and Alicia J Heine who is personally known to me, or produce CTDL # 113123803 Ex. 11/05/17 ID as identification.
CTDL # 144665166 Ex 2/10/20

Notary Public
My Commission Expires: My Commission Expires July 31, 2017

3A

EXHIBIT "B"

(Quit Claim Deed)

This instrument prepared by and return to:
Torcivia, Donlon, Goddeau and Ansay, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33401

Property Control # 38-43-44-21-15-176-0140

QUITCLAIM DEED

THIS INDENTURE made this _____ day of _____, 2016, between City of Lake Worth, the Grantor, whose mailing address is 7 North Dixie Highway, Lake Worth, FL 33460 and Alicia J. Heine & Frederick P. Lummis, Grantees, whose mailing address is 100 Day Street, Granby, CT 06035.

W I T N E S S E T H :

That said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations in hand paid by the said Grantees, the receipt whereof is hereby acknowledged, by these presents does remise, release and quitclaim unto the said Grantees, their successors and assigns forever, the following described land, situate, lying and being in Palm Beach County, State of Florida, to wit:

Lots 14 and 15, Block 176, TOWNSITE OF LUCERNE, (now City of Lake Worth), according to the PALM BEACH FARMS COMPANY PLAT NO. 2, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantees, their successors and assigns forever.

IN WITNESS WHEREOF, this Quitclaim Deed has been executed by the Grantor the date first above written.

Signed, sealed and delivered
in the presence of:

CITY OF LAKE WORTH, FLORIDA

By_____
Pam Triolo, Mayor

_____
_____, Witness

2B

_____
_____, Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____who is personally known to me or who have produced _____ as identification.

_____
Notary Public

_____
Print

My Commission Expires:

AGENDA DATE: April 5, 2016 **DEPARTMENT:** **Community Sustainability**

EXECUTIVE BRIEF

TITLE:
Approval of Contract For Sale and Purchase of 431 North L Street

SUMMARY:
Sale of city surplus, historic structure located at 431 North L Street, PCN 38-43-44-21-15-112-0170, to Joseph and Gloria Ansaroff for One Hundred Forty Six Thousand dollars ($146,000.00). Contract includes a Quit Claim Deed and Historic Preservation Covenant.

BACKGROUND AND JUSTIFICATION:
Per City Commission direction and approval, the City's surplus, historic structure located at 431 North L Street was approved for sale through a formal Invitation to Bid (IFB) process. City Staff prepared IFB 15-114, which closed on November 5, 2015. The minimum required bid sales price for the historic structure located at 431 North L Street per the 2015 Tax Roll was $74,649. The City received two (2) bids for the property. One bid was for $146,000 with an anticipated renovation budget of an additional $150,000. The second bid was for $80,100 with an anticipated renovation budget of an additional $300,000.

Based on the bids received and the scope of renovations outlined, City Staff evaluated the bids and determined that both met the minimum requirements for sale, but the higher bidder had a more realistic approach to the renovation. The City Attorney's office prepared a Contract for Sale and Purchase (Contract) a Quit Claim Deed (Deed) and a Historic Preservation Covenant (Covenant). Both the Contract and Covenant have been signed by the proposed buyers as well as a one thousand dollar ($1,000.00) deposit in the form of a cashier's check has been deposited with the City.

Should the City Commission approve the sale, a closing date will be scheduled with the buyers. All closing costs and other fees related to the sale will be the responsibility of the buyers.

MOTION:
I move to approve/not approve the contract for sale and purchase including historic preservation covenant for the historic structure located at 431 North L Street in the amount of $146,000.00.

ATTACHMENT(S):
Fiscal Impact Analysis
Signed Sales Contract and Preservation Covenant

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	$146,000	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	+$146,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Funds from the sale of the surplus property will be deposited in account 160-0000-369.90-28, which is a revenue account within the Remediation Fund program.

C. Department Fiscal Review:
   a. William Waters
   b. Marie Elianor

CITY OF LAKE WORTH, FLORIDA
CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT is made as of the date last executed below (the "Effective Date"), by and between the City of Lake Worth and the Buyer as follows:

SELLER: The City of Lake Worth ("City"), a municipal corporation created and existing under the laws of the State of Florida

ADDRESS: City of Lake Worth ("City")
Attn: City Manager's Office
7 North Dixie Highway
Lake Worth, FL 33460

BUYER(S): Joseph and Gloria Ansaroff ("Buyer")

ADDRESS: 4503 Northwest 103rd Avenue, #102
Sunrise, Florida 33351

City & Buyer AGREE TO BUY AND SELL on the terms and conditions specified below the property described as:

Address: 431 North L Street, Lake Worth, FL
County: Palm Beach
Legal Description: Lots 17 to 19 inclusive, Block 112, according to the PLAT OF THE PALM BEACH FARMS COMPANY PLAT NO. 2, TOWNSITE OF LUCERNE, n/k/a TOWN OF LAKE WORTH, recorded in the Public Records of Palm Beach County, Florida, in Plat Book 2, Pages 29-40 inclusive
Tax ID No: 38-43-44-21-15-112-0170

1. **AGREEMENT TO SELL:** City hereby agrees to sell and the Buyer hereby agrees to buy in accordance with this Contract, all that certain real property, together with all improvements, easements and appurtenances.

2. **PURCHASE PRICE; OTHER CONDITIONS:** Buyer hereby agrees to pay City One Hundred Forty Six Thousand Dollars ($146,000.00) which shall be paid in the form of a Certified or Cashier's Check in the following manner:

   a. Deposit: Buyer deposits herewith One Thousand Dollars ($1,000.00) in the form of a Certified or Cashier's Check, made payable to the City of Lake Worth as an earnest money deposit and delivered to the City Clerk within ten (10) days of date of the execution of this Agreement by the parties.

   b. Balance: The balance of the purchase price in the amount of One Hundred forty five Thousand Dollars ($145,000.00), shall be paid by Certified or Cashier's Check

made payable to the City of Lake Worth at the time of closing. Any costs of sale incurred by the City shall be paid by the Buyer by Certified or Cashier's Check made payable to the City of Lake Worth at the time of closing.

c. Historic Preservation Covenant: The Historic Preservation Covenant, attached hereto as Exhibit "A", must be executed by Buyer upon the execution of this Agreement by both parties.

d. IFB 15-114: The terms and conditions provided in IFB 15-114 are incorporated into this contract for sale and purchase. If the City determines, in its sole discretion, that Buyer has failed to comply with the terms and conditions of IFB 15-114, the City shall have the right to require the reversion of the property to the City upon thirty (30) days written notice to Buyer. Buyer shall provide a bond, letter of credit or other instrument, acceptable to the City, prior to obtaining a permit for the renovation, in the amount of $150,000 to insure the proper renovation of the historic building. Such instrument shall expire upon the granting of a certificate of occupancy by the City.

3. CLOSING, EXPENSES AND POSSESSION: City will deliver possession of the Property to the Buyer at Closing, at which time the Buyer shall pay the balance of the purchase price. The following are additional details of the Closing:

a. Time and Place: The Closing shall take place within Sixty (60) days of the Effective Date of this Agreement at a time and location established by the City.

b. Conveyance: At Closing, City will deliver to the Buyer a fully executed quit claim deed (the "Deed") conveying the Property in "AS IS, WHERE IS CONDITION". The form of the Deed shall substantially comply with the form attached hereto as Exhibit "B"; and

c. Expenses: The Buyer shall pay all costs of closing including, but not limited to, all costs incurred through appraisal of the property, survey costs, documentary stamp tax on the deed, recording fees, and title attorney's fees, if applicable. City may require that the closing be processed by and through a title insurance company officer, or other agent, designated by City, and the Buyer shall pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey, nothing contained therein shall affect the purchase price or terms of this contract.

4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The Buyer agrees to pay all outstanding real estate taxes, prorated from and after the day of Closing. The Buyer agrees to take title to the Property subject to any special liens or assessments, zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants, all other easements, restrictions, reservations or matters of record and as otherwise set forth in the Quit Claim Deed attached hereto.

5. PERMITTING: The Property may be subject to the permitting requirements of the

DEP or the South Florida Water Management District, or any other applicable government agency, with which the Buyer shall comply.

6. **CONDITION OF THE PROPERTY:** City makes no promises or representations related to the current or future assignment on the Property by the City of any future land use designation or zoning district designation; or related to any implied or express approvals for specific permitted uses or special exception uses allowed on the Property in the future. Furthermore, the City makes no warranties or representations whatsoever as to the condition of the property or any improvements located thereon, or the fitness of either for any particular use or purpose.

7. **PROPERTY INSPECTION; RIGHT TO CANCEL: The Buyer shall have fifteen (15) days from the Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to the City prior to the expiration of the Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and the City shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide the City with paid receipts for all work done on the Property (the preceding provisions shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property in an "AS IS, WHERE IS CONDITION" and accepts any violation of governmental, building, environmental, and safety codes, restrictions, or requirements.**

8. **RISK OF LOSS:** In the event of any substantial damage to the Property (in excess of $5,000) between the date of this Contract and the date of closing, the City shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer shall complete the transaction as originally planned. If these repairs are not completed prior to Closing Date, closing will be extended until such time as the repairs are completed. If the City elects not to repair the damaged Property, the Buyer's sole remedy shall be the right to rescind this contract by giving written notice to and to receive a refund of the earnest money deposit or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage, the parties shall proceed to closing as though no damage had occurred.

9. **DEFAULT:** If Buyer fails to perform any covenants of this Contract, the City may retain the earnest money deposit without waiving any action for damages resulting from Buyer's default. Alternatively, the City may seek specific performance of the terms and conditions herein. If the City fails to perform any covenants of this Contract, the deposit shall be returned to Buyer (in which event, all parties shall be released of their rights and obligations under this Contract). This is Buyer's sole remedy.

10. **DISCLOSURES:**

(a) Radon Gas: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) Permits Disclosure: Except as may have been disclosed by the City to Buyer in a written disclosure, the City does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) Mold: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) Flood Zone; Elevation Certification: Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to the City within 20 days after this Contract is executed by both parties, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) Energy Brochure: Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) Lead-Based Paint: If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.

(g) Homeowners' Association/Community Disclosure: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.

(h) Property Tax Disclosure Summary: BUYER SHOULD NOT RELY ON CITY'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR(S) SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) Tax Withholding: If Seller is "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.

(j) Seller Disclosure: City knows of no facts materially affecting the value of the Property which are not readily observable and which have not been disclosed to Buyer. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) City has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) City extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

11. **SUCCESSORS:** Upon execution of this Contract by the Buyer, this Contract shall be binding upon and inure to the benefit of the Buyer, its heirs, successors or assigns.

12. **RECORDING:** This Contract may be recorded in the Public Records for Palm Beach County, Florida, at the sole discretion and expense of the City.

13. **ASSIGNMENT:** The Buyer may not assign this Contract without the prior written consent of City.

14. **TIME:** Calendar days shall be used in computing time periods. Any time periods provided for in this Contract which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the property is located) of the next business day. Time is of the essence in the performance of this Contract.

15. **AMENDMENTS:** This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing and signed by all parties.

16. **CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS:** This Contract consists of all exhibits thereto, all of which are incorporated herein by this reference, including, but not limited to, the Quit Claim Deed form, and the historic covenant. The Buyer agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between this Contract and the remaining contract documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. However, if a rider or addenda is attached to this Contract, such rider or addenda shall control.

17. **WAIVER:** Failure of Buyer or City to insist on compliance with, or strict performance of, any provisions of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or right.

18. **APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the state of Florida and venue for resolution of all disputes shall lie in Palm Beach County, Florida.

19. **SURVIVAL:** The covenants of this Contract will survive delivery and recording of the deed and possession of the property.

20. **ACCEPTANCE OF OFFER:** City reserves the right to reject this offer. Therefore, this contract shall not bind City in any manner unless or until the City approves it and it is legally executed.

21. **NOTICES.** Any notice, request, demand, instruction or other document to be given hereunder shall be in writing and shall be (a) delivered personally, or (b) sent by a reputable

overnight delivery service (such as FedEx), prepaid and specifying next day delivery, or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, and in each case addressed to the parties at the respective addresses set forth in the introductory paragraph hereof, and the same shall be effective, as the case may be (i) upon receipt if delivered personally, (ii) one business day after deposit with a reputable overnight delivery service, or (iii) two business days after deposit in the mails if mailed, or (iv) upon the facsimile transmission thereof to the number shown below. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

22. **BROKERAGE.** The parties represent and warrant to one another that they have not dealt with any broker.

23. **BUYER WAIVER OF CLAIMS:** **Buyer waives any claims against City for any defects or other damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.**

24. **ADDITIONAL TERMS/ADDENDA:** The following additional terms are included in the attached addenda (see list below) and incorporated into this Contract: **NONE**

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

IN WITNESS WHEREOF, the parties have caused this Contract for Sale and Purchase to be executed on the day and year written below.

Date: _____

CITY OF LAKE WORTH, FLORIDA

WITNESSES AS TO THE CITY:

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved As To Form And Legal Sufficiency:

By: _____ FOR
Glen Torcivia, City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing was acknowledged before me on this ___ day of _____, 2016, by, _____ who is personally known to me, or produce _____ ID as identification.

_____
Notary Public
My Commission Expires:

The foregoing was acknowledged before me on this 4 day of March, 2016, by, Joseph & Gloria Ansaroff who is personally known to me, or produce _____ ID as identification.

_____
Notary Public
My Commission Expires:

Date:_____

BUYER

_____

By: JOSEPH ANSAROFF

WITNESSES AS TO BUYER

JOHN DEFRANCISCO

_____

Date: 3/3/16

BUYER

_____

By: Gloria Ansaroff

WITNESSES AS TO BUYER

_____

DONNA MARR

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing was acknowledged before me on this 4 day of March, 2016, by, Gloria Ansaroff and Joseph Ansaroff who is personally known to me, or produce _____ ID as identification.

_____
Notary Public
My Commission Expires:

DONNA BETH MARR
Notary Public - State of Florida
My Comm. Expires Jan 6, 2018
Commission # FF 072204

EXHIBIT "A"

(Historic Preservation Covenant)

This instrument prepared by and return to:
Torcivia, Donlon, Goddeau and Ansay, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33401

Property Control # 38-43-44-21-15-112-0170

HISTORIC PRESERVATION COVENANT

This Covenant is made the __ day of _____, 2016 by Joseph and Gloria Ansaroff, (hereinafter referred to as the Owner) and in favor of the City of Lake Worth, Florida (hereinafter referred to as the City) for the purpose of acknowledging that a certain property located at 431 North L Street, Lake Worth, Florida is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance.

The Property is more particularly described as follows:

Lots 17 to 19 inclusive, Block 112, according to the PLAT OF THE PALM BEACH FARMS COMPANY PLAT NO. 2, TOWNSITE OF LUCERNE, n/k/a TOWN OF LAKE WORTH, recorded in the Public Records of Palm Beach County, Florida, in Plat Book 2, Pages 29-40 inclusive

1. The City conveyed the above-referenced Property to the Owner by quit claim deed dated _____. The Owner agrees and covenants to comply with the City's Historic Preservation Ordinance, as it may be amended from time to time, and to maintain and preserve the property in accordance with the U.S. Secretary of Interior's *Standards for the Treatment of Historic Properties.* The Owner agrees and covenants to assume the cost of the continued maintenance and repair of the Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The terms of this covenant shall be binding on the current Property Owner, transferees, heirs, successors, or assigns.

Date: _____

CITY OF LAKE WORTH, FLORIDA

WITNESSES AS TO THE CITY:

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved As To Form And Legal Sufficiency:

By: _____
Glen Torcivia, City Attorney

Date: _____

PROPERTY OWNER

WITNESSES AS TO PROPERTY OWNER

_____

By: Joseph Ansaroff
Property Owner

Date: 3/23/16

PROPERTY OWNER

WITNESSES AS TO PROPERTY OWNER

_____

By: Gloria Ansaroff
Property Owner

MARGARET L. VOEGTLE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing was acknowledged before me on this 23 day of MARCH, 2016, by, _____ and _____ who is personally known to me, or produce _____ ID as identification.

Notary Public
My Commission Expires:

SHERI L. NEHLS
MY COMMISSION # FF 056118
EXPIRES: September 19, 2017
Bonded Thru Budget Notary Services

EXHIBIT "B"

(Quit Claim Deed)

This instrument prepared by and return to:
Torcivia, Donlon, Goddeau and Ansay, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33401

Property Control # 38-43-44-21-15-112-0170

QUIT CLAIM DEED

THIS INDENTURE made this _____ day of _____, 2016, between City of Lake Worth, the Grantor, whose mailing address is 7 North Dixie Highway, Lake Worth, FL 33460 and Joseph and Gloria Ansaroff, Grantees, whose mailing address is 4503 Northwest 103rd Avenue, #102, Sunrise, Florida 33351.

W I T N E S S E T H :

That said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations in hand paid by the said Grantees, the receipt whereof is hereby acknowledged, by these presents does remise, release and quitclaim unto the said Grantees, their successors and assigns forever, the following described land, situate, lying and being in Palm Beach County, State of Florida, to wit:

Lots 17 to 19 inclusive, Block 112, according to the PLAT OF THE PALM BEACH FARMS COMPANY PLAT NO. 2, TOWNSITE OF LUCERNE, n/k/a TOWN OF LAKE WORTH, recorded in the Public Records of Palm Beach County, Florida, in Plat Book 2, Pages 29-40 inclusive

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantees, their successors and assigns forever.

Further, Grantees must comply with the terms and conditions provided in IFB 15-114. Upon a determination by the Grantor of the failure of the Grantees to comply with the terms and conditions of IFB 15-114, Grantor shall have the right to require the reversion of the property to the Grantor upon thirty (30) days written notice to Grantees. Grantees shall provide a bond, letter of credit or other instrument, acceptable to the City, in the amount of $125,000 to insure the proper renovation of the historic building.

IN WITNESS WHEREOF, this Quitclaim Deed has been executed by the Grantor the date first above written.

Signed, sealed and delivered
in the presence of:

CITY OF LAKE WORTH, FLORIDA

By_____
Pam Triolo, Mayor

_____
_____, Witness

_____
_____, Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____who is personally known to me or who have produced _____ as identification.

_____
Notary Public

_____
Print

My Commission Expires:

B3

AGENDA DATE: April 5, 2016 **DEPARTMENT:** **Community Sustainability**

EXECUTIVE BRIEF

TITLE:
Approval of construction contract with One Call Property Services, Inc. for $133,892.68

SUMMARY:
Award competitively bid construction contract to One Call Property Services, Inc. in the amount of $133,892.68 for porch enclosure renovations at 1900 Second Avenue North.

BACKGROUND AND JUSTIFICATION:
The City Community Sustainability Department has grown in both programmatic responsibility and staff over the past four years. With the ever increasing demands on the services of the Department, additional staff and programs have been added to enhance customer service and service delivery. With these changes comes the need for additional office and file storage spaces. The proposed project will provide the necessary additional space to serve the immediate and short term future needs of the Department.

The construction agreement was competitively bid through IFB-16-107, and the bid tabulation is attached. City Staff is recommending contracting with the second lowest bidder as the lowest bid was determined to be incomplete and deficient in several areas.

The proposed project will provide approximately 1,750 sq. ft. of additional office space for the Building Division staff of the Community Sustainability Department. In addition, the City's building files, which are housing in the basement of City Hall, will be moved to the new space. The relocation of the Building Division Staff and building files will greatly enhance customer service and resource efficiencies. The vacated space will be remodeled for the Planning & Preservation Division and Code Compliance Division. All Departmental records also will be relocated to conditioned, secured space within easy access of the Departmental offices.

MOTION:
I move to approve/disapprove award of contract with One Call Property Services, Inc. for $133,892.68

ATTACHMENT(S):
Fiscal Impact Analysis
Construction Contract
Bid Tabulation
Recommendation of Award

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	$133,892.68	$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	$133,892.68	$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:

Two capital improvement projects were approved as part of the Fiscal Year 2017 budget for the Building Division totaling $217,500. The first project of $180,000 was allocated for the renovation of the porch area of 1900 Second Avenue North, and the second project of $37,500 was allocated for renovation of the customer service area of the Community Sustainability Department. The monies were budgeted in the Building/Improvements account 103-2020-515.62-10 of the Building Division.

Water & Sewer		Everglades Contracting				
Account Number (s)	Account Description	Project #	FY 2016 Budget	Balance	Agenda Expense	Balance
103-2020-515.62-10	Buildings/Improvements	1	$217,500	$217,500	($133,892.68)	$83,607.32

C. Department Fiscal Review:
William Waters
Clyde Johnson
Marie Elianor

CONSTRUCTION CONTRACT FOR
BUILDING PORCH ENCLOSURE
IFB # 16-107

THIS CONSTRUCTION CONTRACT ("Contract") is by and between the **City of Lake Worth**, a Florida municipal corporation ("City") and **One Call Property Services, Inc.**, a Florida corporation, with its principal address at 7804 SW Ellipse Way, Stuart Florida 34997 ("Contractor").

WHEREAS, the City issued Invitation For Bid # 16-107 for construction services for the project known as the Building Porch Enclosure Project ("IFB"); and

WHEREAS, the Contractor submitted a bid in response to the IFB; and

WHEREAS, the City desires to award the IFB to the Contractor for the Building Porch Enclosure Project ("Project"); and

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 sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. DEFINITIONS.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the Invitation for Bid #16-107 (including, but not limited to, the plans issued therewith) ("IFB"); the bid submitted by the Contractor; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed Change Orders
Second Priority:	Plans issued with the IFB
Third Priority:	This Contract
Fourth Priority:	Remainder of the IFB
Sixth Priority:	Contractor's Bid

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the City Manager or designee, City of Lake Worth, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

1.3 Contract Price. The Contract Price shall not exceed $133,892.68 (One Hundred Thirty-Three Thousand Eight Hundred Ninety-Two Dollars and 68/100 Cents, which shall be payable in accordance with paragraph 3 of this Contract.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 Substantial completion of the work shall be within **90 calendar days** from the notice to proceed. Final completion of the work and all punch-list items (if any) shall be within **30 calendar days** from substantial completion.

2.2 **Liquidated Damages. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the work described in the Contract Documents not completed within the times specified in paragraph 2.1 above. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City five hundred dollars ($500.00) for each day that expires after the times specified in paragraph 2.1.**

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor's invoices shall be submitted to:

City of Lake Worth
Attn: Finance Department
7 N. Dixie Highway
Lake Worth, FL 33460

The City's Project Manager will review each invoice submitted by the Contractor. If approved by the City's Finance Department, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Payment to the Contractor shall be made in accordance with Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold ten percent (10%) of each payment to the Contractor as retainage until fifty percent (50%) of the Contract Price is paid to the Contractor. Upon payment of fifty percent (50%) of the Contract Price to the Contractor, the City will withhold only five percent (5%) of each payment made to the Contractor. Upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage upon payment of fifty percent (50%) of the Contract Price being paid to the Contractor (not to exceed fifty percent (50%) of the total retainage amount).

3.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Project, the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL"

on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the City. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the Contract Price including any amount held as retainage.

3.4 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City.

3.5 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.

3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS

The total work to be accomplished by subcontractors is listed in the IFB. Balance of work must be accomplished by selected Contractor's own forces.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Contract, the Contractor makes the following representations:

5.1 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.

5.2 Contractor has obtained, if applicable, at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface 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 Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

5.3 Blank

5.4 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.

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

Article 6. INDEMNITY.

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Article 7. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses of engineering and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the City will be charged to Contractor be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for herein.

Article 8. REMOVED.

Article 9. TERMINATION.

A. TERMINATION BY CITY: The City may terminate the Contract and the Contract Documents if the Contractor:

- **(a)** refuses or fails to supply enough properly skilled workers or proper materials;
- **(b)** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **(c)** disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- **(d)** **takes action, short of declaring bankruptcy, evidencing insolvency;**
- **(e)** **fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,**
- **(f)** otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may:

- **(a)** take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
- **(b)** finish the Work by whatever reasonable method the City may deem expedient.

The Contractor shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor’s termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

B. TERMINATION BY THE CITY FOR CONVENIENCE

The City may, at any time, terminate the Contract and Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

- **(a)** cease operations as directed by the City in the notice;
- **(b)** take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
- **(c)** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination including termination payments to Subcontractors and demobilization costs.

Article 10. MISCELLANEOUS.

10.1 The City and Contractor each binds itself, its partners, its 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.

10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the City's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders

10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

10.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

10.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any

person other than a party herein.

10.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

10.10 Effective date: The effective date of this Contract is the date the Contract is approved by the City Commission.

10.11 Public Records**:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

A. Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Contract.

B. Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

10.13 PALM BEACH COUNTY IG: 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.

10.14 Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

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

10.16 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

10.17 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.

10.18 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its Subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The City grants to the Contractor and Contractor's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's Subcontractors in future projects of the Contractor or Contractor's Subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's Subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

10.19 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

10.20 Contractor hereby waives any and all rights to Subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

10.21 Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the City:

City of Lake Worth
Attn: City Manager
7 N. Dixie Highway
Lake Worth, FL 33460

and to the Contractor as follows:

One Call Property Services, Inc.,
7804 SW Ellipse Way,
Stuart Florida 34997

Either party may amend this provision by written notice to the other party.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and Contractor have caused this Construction Contract for the Building Porch Enclosure Project to be executed the day and year shown below.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, City Attorney

CONTRACTOR: **ONE CALL PROPERTY SERVICES, INC.**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by_____, as _____ of One Call Property Services, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public _____
Print Name: _____
My commission expires:_____

City of Lake Worth
FINANCE OFFICE

INVITATION FOR BID

IFB NO. 16-107

BUILDING PORCH ENCLOSURE

Bid Submission Deadline

Day/ Date: **Thursday, March 3, 2016**
Time: **3:00 PM**
Location: Finance Office
7 North Dixie Highway – 2nd Floor
Lake Worth, FL 33460

Pre-Bid Meeting

Day/ Date: **Tuesday, February 9, 2016**
Time: **10:00 am**
Location: 1900 Second Avenue North
Lake Worth, Florida 33461

FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1651

INVITATION FOR BID
IFB #16-107

BUILDING PORCH ENCLOSURE

The City of Lake Worth is soliciting bids from responsible and experienced general commercial contractors to provide permitting and construction services for a renovation/porch enclosure. The scope of work is generally described as follows: the enclosure of an existing 1,451 sq ft porch and renovation at 1900 Second Avenue North, City of Lake Worth Electric Utilities Building to be used as office space and storage for the Department of Community Sustainability.

Bid documents may be downloaded at the City's website at: www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00PM on Thursday, March 3, 2016**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Finance Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

Pre-Bid meeting is scheduled for Tuesday, February 9, 2016 at 10:00 AM at 1900 Second Avenue North, Lake Worth, Florida 33461.

All bids must be delivered or mailed to:

City of Lake Worth, Finance Office – 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # 16-107.

Hirut Darge, Purchasing Agent

PUBLISH: West Palm Beach Post
January 31, 2016

SECTION 1 – SCOPE OF WORK

IFB 16-107

BUILDING PORCH ENCLOSURE

The City of Lake Worth is soliciting bids from responsible and experienced general commercial contractors to provide permitting and construction services for an approximately 1,450 sq ft porch enclosure to be used as general office space. The scope of work is generally described as follows: the enclosure of an existing porch area on the north side of the Electric Utilities Department Building as 1900 Second Avenue North, Lake Worth to provide additional office space for the Department of Community Sustainability. The work involves structural, mechanical, electrical and plumbing trades. A more detailed scope of work, the specifications, and the drawings are attached and incorporated into to this Invitation For Bid (IFB) as Exhibit "A".

All work shall be constructed in accordance with the City's design specifications and standards and in accordance with these bid documents which are available on the City's website at www.lakeworth.org.

END OF SECTION 1 – SCOPE OF WORK

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the City finds it necessary to change any of these dates and/or times, the change will accomplished by addenda. All dates and times are subject to change at the City's discretion.

ACTION	COMPLETION DATE
Pre-Bid Meeting	**February 9, 2016 @ 10:00 AM**
Final Questions Due	February 15, 2016 (2:00 PM)
Addendum Published	February 18, 2016 (by 2:00 PM)
Bid Due	**March 3, 2016 (3:00 PM)**

SECTION 2 – SPECIAL TERMS

1. **Pre-Bid Meeting.** **Pre-Bid Meeting is scheduled at 10:00 am on Tuesday, February 9, 2016 at 1900 Second Avenue North, Lake Worth, Florida 33461**. This will be the only opportunity for bidders to ask questions and seek any clarification concerning the project.

2. **Time of Completion and Liquidated Damages**. The work to be performed under this IFB shall commence on the date of Notice to Proceed. The work shall be substantially completed **within ninety (90)** calendar days after the date of such notice, and fully completed within one **hundred and twenty (120)** calendar days, with such extensions of time as may be provided in the resulting contract with the City

The resulting contract will include a provision in substantially the following form regarding liquidated damages:

The City and Contractor recognize that the turnaround time for processing the utility bills are critical and time sensitive under this Contract. The City will suffer financial loss if the Contractor fails to achieve daily processing within the time specified herein. In such event, the total amount of the City's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should the Contractor fail to achieve processing, printing, and mailing of customer bills and inserts within the timeframes established in the Contract, the City shall be entitled to assess, as liquidated damages, but not as a penalty, $500 (Five Hundred Dollars) for each calendar day thereafter until processing, printing, and mailing of utility bills and inserts is achieved. The Contractor shall expressly waive and relinquish any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Contractor fails to perform the services within the required time periods.

3. **Permits and Fees**. In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of Lake Worth for following permits or licenses, impact, inspection or other fees for this Project under the Contract:

(Permit)	(Fee/Amount or calculation)
Building Permit	Estimated at 3% of Construction Value of Contract
PBCFR Plans Review Fee	Cost for said review fee will be paid by the City as a direct pass through cost.
Palm Beach County Impact Fee	Cost for said impact fee will be paid by the City as a direct pass through cost
Other required permits or reviews	Costs for any said permits or reviews will be paid by the City as a direct pass through cost

4. **Licenses**. Each Bidder shall possess a valid, non-expired State of Florida General Contractor's license at the time of bid submittal or its bid may be disqualified.
Each Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.

- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.

- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5. **Construction Bond**. Payment and Performance Bonds **are not** required for the work under this IFB.

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

A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of $1,000,000.00 per occurrence ($2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.

B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least $1,000,000 combined single limit.

C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

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

END OF SECTION 2 – SPECIAL TERMS

SECTION 3 – MINIMUM QUALIFICATIONS

Each Bidder must meet the following minimum qualification requirements in order to be considered for award. A Bidder who fails to meet these requirements will be disqualified. All decisions on qualifications are within the City's sole discretion.

1. Bidder must have served as prime contractor for a minimum of two similar (2) projects involving similar scope of work and similar size projects within the last thirty six (36) months.

   Complete Form B2 – Bidder's Qualifications Form

2. Bidder must possess an active license as described in the "Licenses" section above.

END OF SECTION 3 – MINIMUM QUALIFICATIONS

SECTION 4 - INSTRUCTIONS TO BIDDERS

1. HOW TO SUBMIT A BID:

a. **The original and five (5) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

City of Lake Worth – Finance Office – 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. Each bid submitted in response to this IFB shall contain the following documents:

B1 Bid Cover Sheet
B2 Bidder's Minimum Qualifications
B3 Bid
B4 Schedule of Bid Items
B5 Substitution Sheet
B6 Schedule of Subcontractors (with daily reporting format)
B7 Contractor Verification
B8 Reference List
B9 Non-Collusion Affidavit
B10 Drug Free Certification
B11 Trench Safety Compliance Form
B12 Contractor's Material Suppliers
B13 Contractor's Existing and Proposed Workload

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms**. Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES. All prices shall remain valid for **ninety (90) days** after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Bid Items. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS. If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING. If a Bidder intends to subcontracts any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Bidder shall submit for the City's review and approval, as part of his/her bid submission, a sample copy of his/her company's daily reporting format for reporting the progress of construction. This

format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. BID BONDS OR DEPOSITS. Each bid must be accompanied by a bid bond or a deposit in a sum of non-less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the City of Lake Worth
4. U.S. Postal Money Order

All checks and orders must be made payable to the City of Lake Worth. The City reserves the right to hold the bid security until a contract is properly executed and proof of the required insurance is provided. If any bidder presented with a contract fails to execute such contract with the City and provide the required insurance within five (5) business days of receipt of the contract, the City shall be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract and proof of the required insurance and bonds.

9. CERTIFICATION AND LICENSES. Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

10. NO LOBBYING – CONE OF SILENCE. In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the City's procurement code is available on- line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

11. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS. This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

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

12. PUBLIC ENTITY CRIMES. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

13. INQUIRIES AND ADDENDA. Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent
City of Lake Worth, Finance Office
7 N. Dixie Hwy.
Lake Worth, FL 33460
E-mail: hdarge@lakeworth.org
(561) 586-1651

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

14. ACCEPTANCE; REJECTION; CANCELLATION. In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

15. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the "best value" to the City using the following criteria:

1. Skill and experience based on current projects (in the last 36 months);
2. References for current projects;
3. Amount of the bid in relation to the needed goods, services, or construction and other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

The above criteria are equally weighted.

16. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Procurement Office.

17. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next "best value" bidder based on the bid tabulation and to contract with said bidder.

18. PROCUREMENT CODE. The City's Procurement Code, sections 2-111 to 2-119 of the City's Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

20. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

21. PROTEST PROCEDURE. *Please see* section 2-115 of the City's Procurement Code for the procedure.

22. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding ay solicitation made by the City of Lake Worth.

24. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City's Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder's bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected. Applicable forms may be obtained from the City's Procurement Office.

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

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

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

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

27. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF SECTION 4 - INSTRUCTIONS TO BIDDERS

EXHIBIT "A"

SCOPE OF WORK

The selected bidder shall provide general commercial contractor services to obtain permits and construct an approximately 1,450 sq. ft. porch enclosure to be utilized as general office space for the Department of Community Sustainability (Department) as outlined in the attached drawings and specifications dated January 11, 2016. Porch area is to the north of an existing warehouse area and adjacent to the current offices for the Department. The existing building was constructed in 1991 and has been modified and altered since that time. The porch area will be accessed via an existing doorway and the project includes provision of mechanical, electric, and sprinkler components. The porch will be enclosed utilizing a simple curtain wall system running between two existing walls on a simple footing. New curtain wall will be attached to existing eave and walls as outlined in the attached drawings.

(See Attachments - 23 Separate Attachments)

(B1)

BID PACKAGE COVER SHEET

IFB # 16-107	**Project Title: BUILDING PORCH ENCLOSURE**

Bidder Company Name: .....

Enclose the following documents:

_____ 1. Bid Package Cover Sheet (B1)

_____ 2. Minimum Qualifications (B2)

_____ 3. Bid (B3) **Must be signed**

_____ 4. Schedule of Bid Items (B4) **Must be signed**

_____ 5. Substitution Sheet (B5) - If none, mark “none”.

_____ 6. Schedule of Sub-contractors (B6) - If none, mark “none”.

_____ 7. Contractor Verification (B7) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.

_____ 8. Reference List (B8)

_____ 9. Affidavit Of Prime Bidder re Non-collusion (B9)

_____ 10. Drug Free Certification (B10)

_____ 11. Trench Safety Compliance Form (B11)

_____ 12. Contractor’s Material Suppliers (B12)

_____ 13. Contractor’s Existing and Projected Workload (B13)

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 FIVE (5) 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)

IFB # 16-107

Bidder's Minimum Qualifications

Contractor must provide two (2) references for each project identified to satisfy the minimum experience requirements. A reference person must be someone who has personal knowledge of the Contractor's and Subcontractor's performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

Bidder's Name: _____

PROJECT **(FIRST PROJECT)**

Name of Project: _____

Project Location: _____

Description of Project: _____

_____

_____

_____

Describe the project construction elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

_____

_____

_____

_____

_____

_____

_____

Description of any Change Orders: _____

_____

_____

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name & Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

PROJECT **(SECOND PROJECT)**

Name of Project: _____

Project Location: _____

Description of Project: _____

_____

_____

_____

Describe the project construction elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

_____

_____

_____

_____

_____

_____

Description of any Change Orders: _____

_____

_____

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name: Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

(B3)

BID

IFB # 16-107

Proposal of: _____
(Bidder Name)

Bid Amount: $_____

_____
(Write Dollar Figure Here)

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. Final completion shall be in one hundred twenty (120) calendar days OR as stated above.

9. Liquidated damages for delay are agreed to be $500 per calendar day.

10. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in the Special Terms in the Contract.

11. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

12. The City reserves the right to select and include one or more alternates in the Project and work.

13. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name *Address*

_____

_____

_____

_____

14. 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*

_____

_____

_____

_____

15. 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.

16. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

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

18. 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 Firm: _____

HQ Address: _____ ST_____ Zip_____

Phone: (_____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST_____ Zip_____

Sales Contact Name: _____ Title: _____

Phone: (_____) _____ Email: _____

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

(B4)

IFB # 16-107

SCHEDULE OF BID ITEMS

In accordance with the specifications and Scope of Work included with this bid, following is the recommended unit prices in order to evaluate the total bid as submitted with your proposal. These prices are not intended to equal the total base bid as submitted at the top of page 18 of the IFB. These prices are used as a tool for the evaluation of the bid(s).

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	GENERAL CONDITIONS				
1	Mobilization	1	LS		
2	General Conditions				
3	Cost of Materials - itemized				
4	Cost of Labor				
5	Permits, Impact Fees, Plans Review Fees				
6	Project Administration				
7	Overhead and Project				
8	Contingency				
	ALLOWANCE				
		TOTAL BASE BID			

Name of Firm: _____

Address: _____ ST_____ Zip_____

Phone: (_____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

(B5)

IFB # 16-107

SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any IFB requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan.

Associated “Add” or “Deduct” must be provided.

DESCRIPTION OR MAKE BID ITEM NO. SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____

(B6)

IFB # 16-107

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.

(B7)

IFB # 16-107

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

_____

Telephone: ( ) _____

Fax: ( ) _____

Email: _____

CONTRACTOR OF RECORD:

Name: _____

Address: _____

_____

Telephone: ( ) _____

Email: _____

State License # _____ (**ATTACH COPY)**

County License # _____ (**ATTACH COPY**)

Type of License: _____

Unlimited _____ (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.

(B8)

IFB # 16-107

LIST OF REFERENCES

1. Owner's Name & Address: _____

_____

Project: _____

Contact Person: _____

Telephone: ( ) _____ Fax: ( )_____ E-Mail: _____

2. Owner's Name & Address: _____

_____

Project: _____

Contact Person: _____

Telephone: ( ) _____ Fax: ( )_____ E-Mail: _____

3. Owner's Name & Address: _____

_____

Project: _____

Contact Person: _____

Telephone: ( ) _____ Fax: ( )_____ E-Mail: _____

(B9)

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

State of _____}
County of _____}

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

1. I am the _____of _____, 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. _____ (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: _____ (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) _____

(Print Name) _____

(Title) _____

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

this _____ day of _____, 2014 by _____, who is _____ (title) of _____ and who is personally known to me or who has produced _____ as identification.

_____
Notary Public

(B10)

IFB 16-107

DRUG FREE WORKPLACE CERTIFICATION

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

_____ 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 contendre* 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: _____

_____

Date

(B11)

FLORIDA TRENCH SAFETY COMPLIANCE

This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.

☐ ***If Not Applicable – Check this Box and sign below.***

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:

   - Included in the specifications for this bid or
   - Are identified as: _____

2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.

3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

Note: Included in the various bid items on Form B-3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B-10 shall be consistent with Form B-3. The bid items for trench safety compliance on Form B-3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost per Linear Foot	Linear Feet	Extended Cost
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____

	Shoring Safety Measure (Description)	Cost per Square Foot	Square Feet	Extended Cost
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____
F.	_____	_____	_____	_____

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.

Bidder Firm: _____

Authorized Signature: _____

Date: _____

(B12)

IFB # 16-107

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.

Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax

(B13)

IFB # 16-107

CONTRACTOR'S EXISTING AND PROJECTED WORKLOAD FORM

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.
Failure to fully and accurate complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date

City of Lake Worth

BID TABULATION - IFB 16-107 Building Porch Enclosure

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

				Ahrens Companies		One Call Property Services		Hatcher Construction & Development		Hartzell Construction, Inc.	
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	GENERAL CONDITIONS										
1	Mobilization	1	LS	$ -	$ -	$ 5,000.00	$ 5,000.00	$ 5,775.55	$ 5,775.55	$ 25,000.00	$ 25,000.00
2	General Conditions			$ 2,532.00	$ 2,532.00	$ 2,145.00	$ 2,145.00	$ 11,551.11	$ 11,551.11	$ 6,000.00	$ 6,000.00
3	Cost of Materials - itemized			$ 58,444.00	$ 58,444.00	$ 61,387.48	$ 61,387.48	$ 16,478.78	$ 16,478.78	$ 43,333.00	$ 43,333.00
4	Cost of Labor			$ 66,188.00	$ 66,188.00	$ 40,924.99	$ 40,924.99	$ 10,500.00	$ 10,500.00	$ 93,453.00	$ 93,453.00
5	Permits, Impact Fees, Plans Review Fees			$ 4,855.00	$ 4,855.00	$ 500.00	$ 500.00	$ 3,465.33	$ 3,465.33	$ 15,000.00	$ 15,000.00
6	Project Administration			$ 24,947.00	$ 24,947.00	$ 5,203.31	$ 5,203.31	$ 4,000.00	$ 4,000.00	$ 35,000.00	$ 35,000.00
7	Overhead and Project			$ 24,963.00	$ 24,963.00	$ 15,601.92	$ 15,601.92	$ 10,501.02	$ 10,501.02	$ 11,000.00	$ 11,000.00
8	Contingency			$ -	$ -	$ 3,121.98	$ 3,121.98	$ 7,500.00	$ 7,500.00	$ 8,000.00	$ 8,000.00
	ALLOWANCE										
		25	%						$ 28,877.80		
	TOTAL BASE BID				$ 181,929.00		$ 133,884.68		$ 98,649.59		$ 236,786.00
	Minimum Qualifications (B2)				YES		YES		YES		YES
	Bid (B3)				YES		YES		YES		YES
	Schedule of Bid Items (B4)				YES		YES		YES		YES
	Substitution Sheet (B5)				YES		NONE		NONE		NONE
	Schedule of Sub-contractors (B6)				YES-7		YES-3		YES-3		YES-3
	Contractor Verification (B7)				YES		YES		YES		YES
	Reference List (B8)				YES		YES		YES		YES
	Affidavit of Prime Bidder Re Non-Collusions (B9)				YES		YES		YES		YES
	Drug Free Certification (B10)				YES		YES		YES		YES
	Trench Safety Compliance (B11)				YES		YES		YES		YES
	Contractor's Material Suppliers (B12)				YES		YES		YES		NO
	Contractor's Existing & Projected Workload (B13)				YES		YES		YES		YES
	Required Licenses				TBD		TBD		TBD		TBD
	Bid Bond 5%				NO		YES		NO		NO
	Addendum #1				YES		YES		YES		YES
	Proposed Price						$ 133,892.68		$ 115,512.00		
	Difference						$ 8.00		$ 16,862.41		

Opened by: Hirut Darge

FINANCE OFFICE
7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1654

MEMORANDUM

TO: All Interested Parties

FROM: Hirut Darge, Purchasing Agent

DATE: March 15, 2016

REF: IFB 16-107 Building Porch Enclosure

SUBJECT: **Notice of Recommendation of Award**

Based on the results and review of the sealed bids submitted in response to the above-referenced solicitation, the City of Lake Worth is recommending contract award be made to ***One Call Property Services, Inc.***, as the lowest, responsive and responsible bidder. The effective date of this posting is March 15, 2016.

The City will be contacting the awarded bidder so that the contract documents can be compiled and thereafter executed contingent upon approval by the Lake Worth City Commission.

Thank you for your interest in doing business with the City. Should you have any questions, please feel free to contact me at hdarge@lakeworth.org or (561) 586-1651. Thank you to all the firms who submitted a proposal. We truly appreciate your time, efforts and interest.

Hirut Darge
Purchasing Agent
City of Lake Worth

cc: Bid File

AGENDA DATE: April 5, 2016 **DEPARTMENT:** **Leisure Services**

EXECUTIVE BRIEF

TITLE:
Approve Interlocal Agreement with Drowning Prevention Coalition of Palm Beach County for swimming lesson vouchers.

SUMMARY:
The Interlocal Agreement with Drowning Prevention Coalition of Palm Beach County will provide free swim lessons vouchers to participants ages six months and older.

BACKGROUND AND JUSTIFICATION:
The Leisure Services Department is requesting to enter into an inter-local agreement with Drowning Prevention Coalition of Palm Beach County to provide free learn to swim lessons to participants ages six months and older. The Palm Beach County Drowning Prevention Coalition's Learn to Swim Program distributes vouchers to Palm Beach County residents ages 6 months and older that can be redeemed for free swimming lessons up to $50 held throughout Palm Beach County. Leisure Services Department will be responsible for submitting the monthly reimbursements to the County for payment of the vouchers submitted.

Through, Section 163.01, Florida Statutes, known as the "Florida Inter-local Cooperation Act of 1969," authorizes local government to make the most efficient use of their power be enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographical, economical, population and other factors influencing the needs and development of local communities". The Interlocal Agreement is effective April 1, 2016 and will remain in effect until September 30, 2016.

MOTION:
I MOVE TO APPROVE/DISAPPROVE THE INTERLOCAL AGREEMENT WITH THE DROWNING PREVENTION COALITION OF PALM BEACH COUNTY

ATTACHMENT(S):
Fiscal Impact Analysis

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

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

C. Department Fiscal Review: _____

INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS

This Agreement is made as of the ___ day of _____, 20___, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the City of Lake Worth, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter referred to as "MUNICIPALITY").

WHEREAS, COUNTY, through its Drowning Prevention Coalition's ("DPC") Learn to Swim Program, distributes vouchers to the public which may be redeemed for swimming lessons at designated aquatic facilities within Palm Beach County; and

WHEREAS, the parties desire to enter into this Agreement for MUNICIPALITY to provide swimming lessons as part of the DPC Learn to Swim Program, and to define the parties' responsibilities relating thereto.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and the MUNICIPALITY agree as follows:

ARTICLE 1 - SERVICES

MUNICIPALITY shall offer and provide swimming lesson classes to individuals who present vouchers issued by the DPC Learn to Swim Program. Each class to be offered and provided shall consist of a series of at least six swimming lessons and shall be identified in **Exhibit A**, attached hereto and incorporated herein. **Exhibit A** shall set forth the name, type, swimming level, dates, location, minimum participation requirements, if any, and MUNICIPALITY'S usual and customary fee for each class. MUNICIPALITY shall not charge voucher holders for any swim class for which MUNICIPALITY'S usual and customary fee is $50.00 or less. If MUNICIPALITY'S usual and customary fee for a swim class is more than $50.00, then the maximum fee that MUNICIPALITY may charge voucher holders for said class is its usual and customary fee minus $50.00. Said classes may be open to the public and are not restricted to voucher holders.

The swimming lesson classes shall be provided at MUNICIPALITY'S aquatic facility. MUNICIPALITY agrees to provide and maintain its facility in a safe, clean and hygienic manner and in accordance with all safety and health standards and all other applicable laws and regulations. MUNICIPALITY agrees to provide and maintain in proper working order all equipment necessary to provide and maintain the services and facility as provided herein. MUNICIPALITY represents and warrants that its aquatic facility is in compliance, and shall continue to be in compliance, with Section 514.031, Florida Statutes, all applicable rules and requirements of the State and County Health Departments, and all other applicable laws, rules and regulations. Prior to execution of this Agreement, MUNICIPALITY must provide to

COUNTY copies of the facility's current operating permit and most current inspection report, which must evidence a satisfactory inspection.

MUNICIPALITY shall perform the services set forth herein in accordance with all applicable laws, rules and regulations, and in a competent, professional, safe and responsible manner with full regard for the safety of the participants. MUNICIPALITY agrees and warrants that all swimming instructors utilized by MUNICIPALITY to provide lessons hereunder shall be certified as required by Section 514.071, Florida Statutes, and any other applicable laws, rules and regulations. MUNICIPALITY shall provide proof of such certifications to COUNTY'S representative upon request. MUNICIPALITY represents and warrants that it has in place, and shall continue to maintain, a drug-free workplace policy.

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on April 1, 2016 and shall remain in effect until September 30, 2016.

ARTICLE 3 - PAYMENTS TO MUNICIPALITY

A. For swimming classes provided by MUNICIPALITY in exchange for DPC Learn to Swim Program vouchers, COUNTY shall pay MUNICIPALITY its usual and customary fee per class as set forth in **Exhibit A** hereto, up to a maximum of $50.00 per class series provided to a voucher holder. As provided in Resolution No. R-2005-1906, the total payments to all swimming lesson providers utilized in the DPC Learn to Swim Program for each fiscal year shall not exceed the amount budgeted by COUNTY for this purpose for said fiscal year.

B. MUNICIPALITY shall invoice COUNTY monthly based on the number of swimming lesson classes provided hereunder. Invoices shall include a list of the names and contact information of students to whom lessons were actually provided, the name, dates, and times of the classes provided, and any other documentation deemed necessary by COUNTY to verify that services have been rendered in conformity with this Agreement and any applicable DPC Learn to Swim Program criteria, policies and procedures.

ARTICLE 4 - TERMINATION

The COUNTY may terminate this Agreement at any time upon written notice to the MUNICIPALITY with or without cause and without penalty, damages or recourse against COUNTY. MUNICIPALITY may terminate this Agreement upon thirty days (30) days' prior written notice to the COUNTY.

ARTICLE 5 - PERSONNEL

The MUNICIPALITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by the MUNICIPALITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized and permitted under state and local law to perform such services.

The MUNICIPALITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

MUNICIPALITY may not, without written approval of COUNTY, subcontract any rights, responsibilities or obligations under this Agreement.

ARTICLE 7 - AVAILABILITY OF FUNDS

The COUNTY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners and subject to the provisions of Palm Beach County Resolution No. R-2005-1906. The MUNICIPALITY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by its governing body.

ARTICLE 8 - INSURANCE

Without waiving the right to sovereign immunity as provided by *s*.768.28 *f.s.*, MUNICIPALITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event MUNICIPALITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s*.768.28 *f.s*, MUNICIPALITY shall agree to maintain said insurance policies at limits not less than $500,000 combined single limit for bodily injury or property damage.

MUNICIPALITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

When requested, MUNICIPALITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Agreement.

ARTICLE 9 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of COUNTY'S negligence in connection with this Agreement, and MUNICIPALITY shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of MUNICIPALITY'S negligence in connection with this

Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

Neither party shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.

ARTICLE 11 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, 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.

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or MUNICIPALITY.

ARTICLE 12 - CONFLICT OF INTEREST

The MUNICIPALITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The MUNICIPALITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The MUNICIPALITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the MUNICIPALITY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MUNICIPALITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the MUNICIPALITY. The COUNTY agrees to notify the MUNICIPALITY of its opinion by certified mail within thirty (30) days of receipt of notification by the MUNICIPALITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MUNICIPALITY, the COUNTY shall so state in the notification and the MUNICIPALITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the MUNICIPALITY under the terms of this Agreement.

ARTICLE 13 - EXCUSABLE DELAYS

MUNICIPALITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of MUNICIPALITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon MUNICIPALITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the MUNICIPALITY 'S failure to perform was without its or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 14 - ARREARS

The MUNICIPALITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 15 – PUBLIC RECORDS

The MUNICIPALITY shall comply with Florida's Public Records Law with regard to any documents or other records relating to this Agreement.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The MUNICIPALITY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the MUNICIPALITY'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the MUNICIPALITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The MUNICIPALITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

The MUNICIPALITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPALITY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the MUNICIPALITY, any fee, commission, percentage, gift , or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - ACCESS AND AUDITS

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the MUNICIPALITY 'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 19 - NONDISCRIMINATION

The MUNICIPALITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The MUNICIPALITY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if MUNICIPALITY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that MUNICIPALITY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 20 - AUTHORITY TO PRACTICE

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 21 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 22- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 23 - SURVIVABILITY

Any covenant, agreement, representation, warranty or other provision of this Agreement that is of a continuing nature or which by its language or its nature imposes an obligation that extends beyond the term of this Agreement, including but not limited to representations relating to indemnification and the disclosure or ownership of documents, shall survive the expiration or early termination of this Agreement and the consummation of the transactions contemplated hereunder.

ARTICLE 24 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Fire-Rescue
405 Pike Road
West Palm Beach, FL 33411-3815
Attn: Fire-Rescue Administrator

If sent to the MUNICIPALITY, notices shall be addressed to:

City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460
Attn: Juan Ruiz, Leisure Services Director

ARTICLE 25 - FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MUNICIPALITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered unless agreed to in writing by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY, and MUNICIPALITY has hereunto set its hand the day and year above written.

WITNESS

_____
Signature

_____
Name (type or Print)

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Jeffrey P. Collins, Fire-Rescue Administrator, through Verdenia C. Baker, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By_____
Palm Beach County Fire-Rescue

ATTEST:

By:_____
City Clerk

CITY OF LAKE WORTH , FLORIDA

By:_____
Pam Triolo, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
City Attorney

Exhibit A

NON-DISCRIMINATION POLICY

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, such entity shall be required to check the applicable statement and sign below affirming it will conform with Palm Beach County's policy.

Check only one:

☐ MUNICIPALITY hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and MUNICIPALITY hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

☑ MUNICIPALITY hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

☐ MUNICIPALITY hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, MUNICIPALITY hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

NOTE: MUNICIPALITY shall notify Palm Beach County in the event it no longer maintains a written or non-written non- discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

MUNICIPALITY:

_____
Name of MUNICIPALITY

_____
Signature

_____
Name (type or print)

_____
Title

_____
Date

AGENDA DATE: April 5, 2016, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2016-11 - Second Reading - Small Scale Future Land Use Map Amendment

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).

At its regular meeting of March 1, 2016, the City Commission voted 5-0 to approve the Ordinance and to schedule the second reading and public hearing.

MOTION:
I move to approve/disapprove Ordinance No. 2016-11 on second reading.

ATTACHMENT(S):
Ordinance
PZB Staff Report including location map
Justification Statement

Neighborhood Renaissance

Diverse Communities – Strong Economies

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 rational 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:

<u>4. a. Consistency</u>

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 <u>Mixed Use East</u> 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 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

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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 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

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.

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

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:_____
99 Pam Triolo, Mayor
100
101 ATTEST:
102
103 _____
104 Pamela J. Lopez, City Clerk
105

Exhibit C-1
Future Land Use

Exhibit C-2
Zoning Map

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 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.

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**".

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 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 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

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.

Section 2. 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 (without a minimum bid amount or by sale).

Section 3. For the other twenty (20) properties, the City Commission finds that the properties are not usable, not needed for city purposes and are not appropriate for affordable housing and are to be sold by the following methods:

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

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

Pg. 3, Reso. 16-2015

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 5th day of May, 2015.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Exhibit C-1
Future Land Use

West Village Art Flats, 110 North F Street
Justification Statement

Exhibit C-2
Zoning Map

2016-11

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.

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,

Section 5. The effective date of this small scale development plan amendment shall be thirty-one (31) days after adoption, unless the amendment is challenged pursuant to Section 163.3187(3), Florida Statutes. If challenged, the effective date of this amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the state land planning agency or Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity, Bureau of Community Planning, Caldwell Building, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

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

Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Andy Amoroso	AYE
Commissioner Christopher McVoy	AYE
Commissioner Ryan Maier	AYE

Mayor Pam Triolo thereupon declared this Ordinance duly passed on first reading on the 1st day of March, 2016.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

Mayor Pam Triolo thereupon declared this Ordinance duly passed and enacted on the 5th day of April, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

EXHIBIT A

TOWN OF LAKE WORTH LOTS 26 TO 31 INC BLK 12

AGENDA DATE: April 5, 2016, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2016-12 - Second Reading - rezone property located at the northeast corner of Lucerne Avenue and North F Street

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).

At its regular meeting of March 1, 2016, the City Commission voted 5-0 to approve the Ordinance and to schedule the second reading and public hearing.

MOTION:
I move to approve/disapprove Ordinance No. 2016-12 on second reading.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Justification Statement
P&Z Staff Report including location map
Ordinance

Neighborhood Renaissance

Diverse Communities – Strong Economies

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 rational 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:

<u>4. a. Consistency</u>

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 <u>Mixed Use East</u> 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 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

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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 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

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.

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

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:_____
99 Pam Triolo, Mayor
100
101 ATTEST:
102
103 _____
104 Pamela J. Lopez, City Clerk
105

Exhibit C-1
Future Land Use

Exhibit C-2
Zoning Map

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 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.

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**".

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 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 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

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.

Section 2. 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 (without a minimum bid amount or by sale).

Section 3. For the other twenty (20) properties, the City Commission finds that the properties are not usable, not needed for city purposes and are not appropriate for affordable housing and are to be sold by the following methods:

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

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

Pg. 3, Reso. 16-2015

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 5th day of May, 2015.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Exhibit C-1
Future Land Use

West Village Art Flats, 110 North F Street
Justification Statement

Exhibit C-2
Zoning Map

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,

Section 5. This Ordinance shall become effective thirty-one (31) days after adoption.

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

Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	AYE
Commissioner Andy Amoroso	AYE
Commissioner Ryan Maier	AYE

Mayor Pam Triolo thereupon declared this Ordinance duly passed on first reading on the 1st day of March, 2016.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

Mayor Pam Triolo thereupon declared this Ordinance duly passed and enacted on the 5th day of April, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

EXHIBIT A

TOWN OF LAKE WORTH LOTS 26 TO 31 INC BLK 12

AGENDA DATE: April 5, 2016, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2016-13 - 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 19, 2016

SUMMARY:
The Ordinance amends Chapter 23, Land Development Regulations, of the City's Code of Ordinances including six (6) articles of the Land Development Regulations: General Provisions, Administration, Zoning Districts, Development Standards, and Supplemental Regulations. The ordinance also revises the Land Development Regulation's permitted use table, and Environmental Regulations.

BACKGROUND AND JUSTIFICATION:
On August 6, 2013, the City of Lake Worth adopted Chapter 23, Land Development Regulations (LDRs), of the Code of Ordinances. The LDRs include six (6) articles governing all development within the City. As use of the adopted LDRs progress, some provisions require clarification and edits/additions to provide consistency, improve understanding and facilitate implementation as well as address issues that have arisen since adoption.

The proposed amendments provide clarification, edits and additions to the LDRs' definitions; notice requirements for public hearing; site plan review; zoning districts; development standards; off-street parking; sign code; and, landscape regulations.

On February 3, 2016, the Planning & Zoning Board, at its regularly scheduled meeting, discussed the proposed amendments to the LDRs and voted 7-0 to recommend approval to the City Commission.

On February 10, 2016, the Historic Resources Preservation Board, at its regularly scheduled meeting, discussed the proposed amendments to the LDRs and voted 5-0 to recommend approval to the City Commission.

MOTION:
I move to approve/disapprove Ordinance No. 2016-13 on first reading and first public hearing and schedule the second reading and second public hearing date for April 19, 2016.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
P&Z Board and HRPB Staff Reports
Ordinance

City of Lake Worth
Department for Community Sustainability
Planning, Zoning and Historic Preservation Division
1900 Second Avenue North· Lake Worth, Florida 33461 · Phone: 561-586-1687

MEMORANDUM DATE: January 19, 2016

AGENDA DATE: February 3, 2016

TO: Members of the Planning & Zoning Board

RE: Land Development Regulations (LDRs)

FROM: William Waters, Director
Maxime Ducoste, Planning and Preservation Manager
Department for Community Sustainability

TITLE: **PZB/HRPB Project Number 16-02900001**: Consideration of recommendation to the City Commission concerning a proposed amendment to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

BACKGROUND AND JUSTIFICATION:
On August 6, 2013 the City of Lake Worth adopted Chapter 23 – Land Development Regulations of the Code of Ordinances. The LDRs include six (6) articles governing all development within the city. They are Article I – General Provisions, Article II – Administration, Article III – Zoning Districts, Article IV – Development Standards, Article V – Supplemental Regulations, and Article VI – Environmental Regulations.

As the code progresses, staff acknowledges that some aspects require clarification and edits/additions to provide consistency, improve understanding and facilitate implementation as well as address issues that have arisen over the past year. Attachment 1 of this report includes the proposed ordinance and a highlight/strike-thru version of those sections of the code which are proposed to be amended.

In this round of amendments, following the joint Planning and Zoning Board and Historic Resources Preservation Board workshop conducted on December 16, 2015 we are proposing to amend the following sections: Article 1 - Section 23.2-12 Definitions; Article 2 - Division 1: Administration, Section 23.2-15 – Summary of the Notice Requirements for Public Hearing; Section 23.2-30, Site Plan Review; Section 23.3-6, Permitted Use Table; Section 23.3-17, MU-DH – Mixed Use Dixie Highway; Section 23.4-3, Exterior Lighting; Section 23.4-6, Home Occupations; Section 23.4-10, Off-Street Parking; Section 23.5-1 Signs; and Section 23.6-1, Landscape Regulations.

As such, Staff is proposing these amendments as a solution to some of the aspects confronted during last year and are a solution to items discussed in the joint workshop held on December 16, 2015. The proposed amendments also will go before the Historic Resources Preservation Board (HRPB) next week at its regularly scheduled meeting of February 10, 2016. The first hearing of the ordinance before the City Commission is tentatively scheduled for the regularly scheduled meeting on March 1, 2016.

City of Lake Worth
Department for Community Sustainability
Planning, Zoning and Historic Preservation Division
1900 Second Avenue North· Lake Worth, Florida 33461 · Phone: 561-586-1687

POTENTIAL MOTION:
I MOVE TO RECOMMEND/NOT RECOMMEND DENY PZB/HRPB 16-02900001: Proposed amendments to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

ATTACHMENTS:
Proposed Ordinance No. 2016-XX Amendments to Chapter 23 (Land Development Regulations) – Inclusive of Attachments A through I.

2016-XX

ORDINANCE NO. 2016-XX OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES BY AMENDING ARTICLE 1 DIVISION 2, SECTION 23.2-12, DEFINITIONS; ARTICLE 2, DIVISION 3, SECTIONS 23.2-30 SITE PLAN REVIEW; ARTICLE 3, DIVISION 1, SECTION 23.2-15, NOTICE REQUIREMENTS; ARTICLE 3, DIVISION 1, SECTION 23.3-6, PERMITTED USE TABLE; ARTICLE 3 DIVISION 2, SECTION 23.3-17, MU-DH – MIXED USE DIXIE HIGHWAY; ARTICLE 4, DEVELOPMENT STANDARDS, SECTION 23.4-3, EXTERIOR LIGHTING; SECTION 23.4-6, HOME OCCUPATIONS; SECTION 23.4-10, OFF-STREET PARKING; ARTICLE 5, SUPPLEMENTAL REGULATIONS, SECTION 23.5-1, SIGNS; ARTICLE 6, ENVIRONMENTAL REGULATIONS, SECTION 23.6-1, LANDSCAPE REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the City adopted a new Chapter 23 Land Development Regulations of the code of ordinances on August 6, 2013; and

WHEREAS, as use of the new Chapter 23 proceeds, items are identified that need clarification or revision in order to refine and implement the code; and

WHEREAS, the City periodically amends and updates the Land Development Regulations; and

WHEREAS, on February 3 2016 this amendment was reviewed by the Lake Worth Planning and Zoning Board at a public hearing and the Board found the amendment to be consistent with the Comprehensive Plan and made a recommendation to the City Commission to adopt the amendment; and

WHEREAS, on February 10 2016 this amendment was reviewed by the Historic Resources Preservation Board which made a recommendation to the City Commission to adopt the amendment; and

WHEREAS, the City Commission has reviewed the recommended amendments and has determined that it is in the best interest of the public health, safety and general welfare of the City, its residents and visitors to adopt these amendments.

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

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

Section 2. Chapter 23 Article 1 Division 2, Section 23.2-12, Definitions is amended by adding the words and letters shown in underline and deleting words and letters struck through as indicated in exhibit A.

Section 3. Chapter 23 Article 3. Division 1 Section 23.2-15, Notice Requirements is amended by adding the words and letters shown in underline and deleting the words and letters struck through as indicated in exhibit B.

Section 4. Chapter 23 Article 2. Division 3, Section 23.2-30, Site Plan Review is amended by adding the words and letters shown in underline and deleting the words and letters struck through as indicated in exhibit C.

Section 5. Chapter 23 Article 3. Division 1 Section 23.3-6, Permitted Use Table is amended by adding the words and letters shown in underline and deleting the words and letters struck through as indicated in exhibit D.

Section 6. Chapter 23 Article 3. Division 1 Section 23.3-17, Mixed Use Dixie Highway is amended by adding the words and letters shown in underline and deleting the words and letters struck through as indicated in exhibit E.

Section 7. Chapter 23 Article 4. Section 23.4-3, Exterior Lighting is amended by adding the words and letters shown in underline and deleting the words and letters struck through as indicated in exhibit F.

Section 8. Chapter 23 Article 4. Section 23.4-6, Home Occupations is amended by adding the words and letters shown in underline and deleting the words and letters struck through as indicated in exhibit G.

Section 9. Chapter 23 Article 4. Section 23.4-10, Off-Street Parking is amended by adding the words and letters shown in underline and deleting the words and letters struck through as indicated in exhibit H.

Section 10. Chapter 23 Article 5. Section 23.5-1, Signs is amended by adding the words and letters shown in underline and deleting the words and letters struck through as indicated in exhibit I.

Section 11. Chapter 23 Article 4. Section 23.6-1, Landscape Regulations is amended by adding the words and letters shown in underline and deleting the words and letters struck through as indicated in exhibit J.

Section 12. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 13. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

Section14. Codification. All exhibits of the ordinance shall be made a part of the City code of ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section15. Effective Date. This Ordinance shall take effect ten days after its adoption.

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

Mayor Pam Triolo	___
Vice Mayor Scott Maxwell	___
Commissioner Christopher McVoy	___
Commissioner Andy Amoroso	___
Commissioner Ryan Maier	___

The Mayor thereupon declared this Ordinance duly passed on first reading on the_____, 2016.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Ordinance duly passed and enacted on the _____, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

EXHIBIT A

Chapter 23

ZONING

***

ARTICLE 1 GENERAL PROVISIONS, DIVISION 2, SECTION 23.2-12 DEFINITIONS

Amended by adding the words and figures shown in underline type and deleting the words and figures crossed through.

Accessory structure: Any detached structure which houses an accessory use which is customarily incidental and subordinate to the principal structure. Accessory structures shall count toward overall floor area ratio (FAR) and lot coverage. Such structure must maintain the same setback or greater from public streets as the principal structure and may not be constructed between any principal structure and a public street right of way.

Accessory building: A building, structure, or use on the same lot with, and of a nature customarily incidental and subordinate to, the principal building, structure, or use. Examples would include detached garages or tool sheds. Accessory buildings shall count toward overall floor area ratio (FAR) and lot coverage. Such buildings must maintain the same setback or greater from public streets as the principal structure and may not be constructed between any principal structure and a public street right of way.

Lumen: A unit of measure of the quantity of light that falls on an area of one square foot every point of which one foot from the source of one candela. A light source of one candela emits a total of 12.57 lumens.

Pharmaceutical & Medicine: An establishment primarily engaged in one (1) or more of the following: (1) manufacturing biological and medicinal products; (2) processing (i.e., grading, grinding, and milling) botanical drugs and herbs; (3) isolating active medicinal principals from botanical drugs and herbs; and (4) the collection, destruction, disposal, or other related processes.

Research & Development, Scientific/Technological: An establishment engaged in conducting original investigation undertaken on a systematic basis to gain new knowledge (research) and/or the application of research findings or other scientific knowledge for the creation of new or significantly improved products or processes (experimental development). Excluding treatment, storage, or processing of human or animal bodies or body parts. Medical or scientific research which involves the use, treatment, storage, or processing of human or animal bodies or body parts would require conditional use approval.

Testing Laboratory: An establishment primarily engaged in performing laboratory analysis of natural, biological resources and manufactured materials. The scientific analysis is generally performed for an outside customer to support the work of that customer.

Exhibit B

Chapter 23

ZONING

***

ARTICLE 2 ADMINISTRATION, DIVISION 1, SECTION 23.2-15 SUMMARY ILLUSTRATION OF NOTICE REQUIREMENTS FOR PUBLIC HEARING

Amended by adding the words and figures shown in underline type and deleting the words and figures crossed through.

Table 2-2. Notice Requirements

Type of Permit Application	Newspaper Publication	Mailing	Site Posting	None Required
Historic landmark designation - district or individual property	~~14~~ 10 days	~~14~~ 10 days 400' R	10 days	
Certificate of appropriateness (COA) - Administrative	-	-	-	X
Certificate of appropriateness (COA) - Board • Demolition • New construction	10 days	10 days 400' R	~~Within 3 days of application~~ 10 days	-
Ad valorem tax abatement	10 days	10 days	~~Within 3 days of application~~ 10 days	-
Annexation - voluntary and involuntary	First hearing: 7 days Second hearing: 5 days	10 days 400’ R	10 days	-
Administrative use permit	-	-	-	X
Conditional use permit	10 days	10 days 400' R	10 days	-
Variance	10 days	10 days 400' R	10 days	-
Proximity waiver	-	-	X	-
Planned development (PD)	10 days prior to adoption hearing	10 days 400' R	10 days	-
Site plan - minor				X
Site plan - major	10 days	10 days 400' R	10 days	-
Sustainable bonus incentive (per associated permit required)	-	-	-	-

Type of Permit Application	Newspaper Publication	Mailing	Site Posting	None Required
Zoning map amendment, (rezone initiated by other than city)	10 days prior to adoption hearing	10 days 400' R	10 days	-
Zoning map amendment (rezone initiated by city) less than 10 acres	10 days	~~30 days~~ 10 days 400' R	10 days	
Zoning map amendment (rezone initiated by city) 10 acres or more	First hearing: 7 days Second hearing: 5 days	10 days 400' R	10 days	
Zoning text amendments (change to list of uses within a zoning category)	First hearing: 7 days Second hearing: 5 days			
Zoning text amendments	10 days prior to adoption hearing			
Comprehensive plan future land use map amendment (small scale, 10 or fewer acres)	~~5~~ 10 days			
Comprehensive plan amendment (more than 10 acres)	First hearing: 7 days Second hearing: 10 days			
Appeals to city commission of PZB or HRPB		10 days 400' R		

The foregoing Table 2-2 is illustrative with the text being controlling in the event of conflict or ambiguity between the text of these LDRs and the table.

Exhibit C

Chapter 23

ZONING

***

ARTICLE 2 ADMINISTRATION, DIVISION 3, SECTION 23.2-30 SITE PLAN REVIEW

Amended by adding the words shown in underline type and deleting the words crossed through.

Sec. 23.2-30. - Site plan review.

a) *Intent.* The intent of the site plan review provisions is to establish standards for development and provide review procedures which ensure compliance with these qualitative standards and with other regulations of these LDRs. Site plans shall be prepared in accordance with the qualitative site design requirements in section 23.2-31. Site plan review and approval shall be required for the following:

1. Construction of all new structures, except principal and accessory structures associated with use a lot or parcel for single-family detached dwelling units.
2. Modification of existing structures, except principal and accessory structures associated with use of a lot or parcel for single-family detached dwelling units.
3. Occupancy of an existing structure, where a change of occupancy requires additional parking, a site plan shall be required. Where a change of use does not require additional parking, an application so stating and signed by the development review official must be attached to the certificate of occupancy application file prior to the issuance of a certificate of occupancy.

In the case of a site plan that is part of a master development plan for a planned development district, the procedures in section 23.3-25 shall apply.

b) *Determination if site plan review required.* Prior to issuance of a building permit or a certificate of occupancy, the development review official shall determine if site plan review pursuant to the provisions of this section is required. If site plan review is required, the development review official shall notify the applicant of this determination.

c) *Determination of type of site plan review procedure application.* Applications shall be submitted to the department for community sustainability. The development review official shall review development applications to determine if they require site plan review or approval as minor or major developments. If the application constitutes a major development, notice of the review by the appropriate board shall be given by publication, posting and courtesy mailing in accordance with the notice provision of this article. The development review official's determination shall be based on the following criteria:

1. Minor development may include the following:

a. Addition of awnings, canopies or ornamental structures; redesign and different location of pools, parking spaces and drives and driveways; modifications in stairs or elevations of decks, porches, terraces and fencing; or similar types of improvements;
b. Addition of up to twenty (20) parking spaces;
c. Attached or detached additions to buildings which do not increase the floor area by more than five thousand (5,000) square feet; and
d. New structures having less than ~~ten thousand (10,000)~~ <u>seven thousand five hundred (7,500)</u> square feet of floor area.

Exhibit D

Chapter 23

ZONING

***

ARTICLE 3 ZONING DISTRICTS, DIVISION 1, SECTION 23.3-6 PERMITTED USE TABLE
Amended by adding the words shown in underlined type and deleting the words crossed through.

(to be inserted)

Exhibit E

Chapter 23

ZONING

***

ARTICLE 3 ZONING DISTRICTS, DIVISION 2, SECTION 23.3-17 MU-DH – MIXED USE – DIXIE HIGHWAY

Amended by adding the words shown in underlined type and deleting the words crossed through.

Sec. 23.3-17. - MU-DH—Mixed use-Dixie Highway.

a) Intent. The MU-DH mixed use - Dixie Highway district is designed for Dixie Highway, Lake Worth's commercial spine. The MU-DH district is intended to provide the establishment and expansion of a broad range of office and commercial uses, including higher density residential use. Certain commercial uses are not permitted in the district because they will be detrimental to the shopping or office functions of the area. The establishment of certain uses is subject to conditional use review to ensure they will not have a negative impact on nearby residential uses or on the commercial viability of their neighbors. The district implements in part the downtown mixed use land use category of the Lake Worth Comprehensive Plan.

b) Use restrictions and development regulations for multiple-family residential uses in the MU-DH district. Multiple-family residential uses, <u>excluding single-family and two-family uses,</u> may be established and expanded in the MU-DH district subject to the provisions of section 23.3-10 for uses on the east side of Dixie Highway and section 23.3-11 for uses on the west side of Dixie Highway. Provided however that residential uses shall not be permitted at the ground floor of any building fronting on Dixie Highway.

Exhibit F

Chapter 23

ZONING

***

ARTICLE 4 DEVELOPMENT STANDARDS, SECTION 23.4-3. EXTERIOR LIGHTING

Amended by adding the words shown in underline type and deleting the words crossed through.

Sec. 23.4-3. - Exterior lighting.

a) *Purpose.* The purpose of this section is to provide for regulations for outdoor lighting that will permit reasonable uses of lighting for nighttime safety, utility, security, productivity, enjoyment and commerce. Further, this section shall strive to:

1. Conserve energy and resources to the greatest extent possible;
2. Minimize adverse off-site impacts, including light trespass and obtrusive light;
3. Curtail light pollution and preserve the nighttime environment; and
4. Help protect the natural environment from the adverse effects of nighttime lighting from electric sources.

b) *Conformance with all applicable codes.* All outdoor lighting shall be installed in conformance with the provisions of this chapter, applicable electrical and energy codes, and applicable sections of the building code.

c) *Design and location.*

1. All outdoor lighting in all zoning districts used to light the general area of a specific site shall be shielded to reduce glare and shall be so located and arranged so as to reflect lights away from all adjacent residential districts, adjacent residences or public thoroughfares.

2. All outdoor lighting in all zoning districts shall be directed toward the ground or the façade of a building.

3. All lighting used for the external illumination of buildings, so as to feature said buildings, shall be placed and shielded so as not to interfere with the vision of motor vehicle operators or pedestrians.

4. High intensity lighting may be used to illuminate parking areas and to promote security, where needed. However, such lighting shall be shielded and located so as not to allow light trespass upon neighboring residential properties or districts in excess of ~~one (1) foot candle~~ <u>12.57 lumens</u> when measured on that property.

5. No illuminated signs or any other outdoor feature shall be of a flashing, moving, or intermittent type. Artificial light shall be maintained stationary and constant in intensity and color at all times when in use.

6. Lighting shall be arranged to eliminate conflicts with safe traffic and pedestrian movements.

7. Lighting is not to be used as a form of advertising in a manner that is not compatible to the neighborhood or in a manner that draws considerably more attention to the building or grounds at night than in the day.
8. Lighting following the form of the building or part of the building will not be allowed if the overall effect will be detrimental to the environment or contrary to the architectural style of the building.
9. Lighting on a building shall be compatible with the architectural style of the building. Any lighting proposed for decorative or artistic purposes shall be appropriate to both the use and function of the building as well as its architectural style.

Exhibit G

Chapter 23

ZONING

***

ARTICLE 4 DEVELOPMENT STANDARDS, SECTION 23.4-6. HOME OCCUPATIONS

Amended by adding the words shown in underline type and deleting the words crossed through.

Sec. 23.4-6. - Home occupations.

a) Purpose. It is the purpose of this section to provide for the orderly use of residential premises for certain customary home occupations. This provision allows for a portion of a residential unit to support a ~~home office space~~ business, profession or trade conducted for gain and that generates income for the owner/tenant. ~~If~~ It is further the purpose to assure that none of the residential ambiance of a neighborhood is modified or in any way diminished by the presence of said home occupation.

b) Design and performance standards.

1. Limited use. The home occupation shall be conducted within the residential premises and only by ~~the person who is licensed to do so and is a~~ residents of the premises. ~~The individual so licensed shall not engage any employees to assist in the home occupation.~~

2. Pedestrian and automobile traffic. The home occupation shall not generate pedestrian or automobile traffic beyond what would normally be expected in a residential district.

3. Maximum area of use. No individual home occupation shall occupy more space than twenty (20) percent of the total floor area of a residence exclusive of any open porch, attached garage, or similar space not suited for or intended to be occupied as living quarters, provided however, in no event shall such all home occupations occupy more than forty (40) percent of the total floor area of the residence or one thousand (1,000) square feet, whichever is less.

4. No signs or advertisements. No signs, banners or flyers shall be permitted to advertise the accessory use of the premises for an occupational purpose.

5. Limited equipment. ~~No equipment shall be used on the building site except telephones, typewriters, personal computers and mailboxes.~~ No chemical, electrical or mechanical equipment shall be used except that which is normally used for domestic, ~~or~~ household or home office purposes. No electrical or mechanical equipment which causes outside interference may be installed or used. No equipment or process shall be used in a home occupation which creates fumes, glare, noise, odors, vibration, or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single family residence or outside the dwelling unit if conducted in other than a single family residence.

6. Stock in trade. No goods shall be sold on or from the building site. Stock or inventory is permitted in so much as will fit within the allowable area of the residence being utilized as a home occupation and does not create a health or safety hazard. No outdoor storage of materials or equipment related to the home occupation shall be permitted on the premises. Deliveries may not exceed that which would be utilized by a private residence and shall not be disruptive to the immediate neighborhood

7. Parking. The vehicle used for the home occupation is limited to a passenger car, van, or pickup truck. The vehicle may not be more than twenty (20) feet in overall length and not more than seven (7) feet in overall height. Any vehicles used solely in connection with such home occupation must have separate off-street parking facilities in addition to those provided for the residence, except as otherwise regulated by city ordinances.

8. Residential character. There shall be no alteration in the residential character or appearance of the premises in connection with such home occupation.

9. Neighborhood impact. A home occupation shall not create any nuisance, hazard, or other offensive condition, such as that resulting from noise, smoke, fumes, dust, odors, or other noxious emissions. Electrical or mechanical equipment that causes fluctuations in line voltage, creates any interference in audio or video reception, or causes any perceivable vibration on adjacent properties is not permitted.

10. Three (3) home occupations per residence. No more than three (3) home occupations shall be permitted at any given residence at one (1) time. Each home occupation must maintain the required applicable business tax receipts and use and occupancy certificates.

11. Audible evidence of the activity should not be present off the real property line or outside the dwelling unit if conducted in other than a single family residence before 9:00 a.m. or after 9:00 p.m.

12. If a home occupation reaches a level of activity that detracts from the residential character of the area, it shall be considered a commercial or business activity and shall be required to relocate to an appropriate zoning district where such use is permitted.

Exhibit H

Chapter 23

ZONING

***

ARTICLE 4 DEVELOPMENT STANDARDS, SECTION 23.4-10. OFF-STREET PARKING

Amended by adding the words shown in underline type and deleting the words crossed through.

Sec. 23.4-10 i) 4. Exceptions.

B. Changes in use, remodeling, ~~or building expansion~~ of existing buildings as designated as a contributing structure in one (1) of the city's historic districts (as determined by section 23.5-4.).

Exhibit I

Chapter 23

ZONING

***

ARTICLE 5 SUPPLEMENTAL REGULATIONS, SECTION 23.5-1 SIGNS

Amended by adding the words Shown in underlined type and deleting the words crossed through.

Sec. 23.5-1. - Signs

12. *Temporary signs.*

A. Temporary construction, real estate, and development signs shall be permitted, as follows:

(i) Real estate signs. The maximum allowable sign area for parcels in excess of one hundred fifty (150) lineal feet shall be limited to twelve (12) square feet. Parcels comprise of two (2) acres or more shall be limited to thirty-two (32) square feet. Only one (1) real estate sign per parcel. All real estate signs six (6) square feet and under shall be exempt from permitting requirements.

(ii) Sign area. The maximum allowable sign area for all other temporary signs shall be thirty-two (32) square feet.

(iii) No temporary sign shall be placed closer than ~~ten (10)~~ <u>three (3)</u> feet from any ~~side~~ property line.

(iv) Permits for temporary signs shall be valid for not longer than six (6) months.

(v) All temporary signs shall meet all applicable regulations set forth in this section.

Exhibit J

Chapter 23

ZONING

***

ARTICLE 6 ENVIRONMENTAL REGULATIONS, SECTION 23.6-1 LANDSCAPE REGULATIONS

Amended by adding the words shown in underlined type and deleting the words crossed through.

2. *New and existing multiple-family, commercial and industrial development.* On the site of a building or open-lot use providing an off-street parking, storage or other vehicular use area, where such an area will not be screened visually by an intervening building or structure from an abutting right-of-way or dedicated alley, landscaping shall be provided as follows:

(a) *Perimeter requirements adjacent to public and private rights-of-way.*

1. A strip of land at least ten (10) feet in depth located between the off-street parking area or other vehicular use area and the City's Major Thoroughfares and roadway rights-of-way shall be landscaped. For developments located in the Downtown Mixed Use (DT) and the Transit Oriented Development East (TOD-E) zoning districts, a landscape strip of land along roadway rights of way other than Major Thoroughfares must be at least five (5) feet in depth. A similar landscaped strip of land at least five (5) feet in depth shall be located between the City's alleys and off street parking areas or other vehicular use areas. The landscaping shall consist of ~~at least one (1) tree for each twenty (20) linear feet or fraction thereof.~~

   a. At least one (1) small tree for each fifteen (15) linear feet or fraction thereof, or

   b. At least one (1) medium tree for each twenty (20) linear feet or fraction thereof, or

   c. At least one (1) large tree for each twenty-five (25) linear feet or fraction thereof, or

   d. A combination of small, medium and/or large trees, when aggregated meet the linear spacing as outlined in a through c.

The trees shall be located between the right-of-way line and the off-street parking or vehicular use area. The remainder of the landscape area shall be landscaped with living ground cover and organic mulch.

Additionally, a hedge, wall or other durable landscape area shall be placed along the interior perimeter of the landscape strip. If a hedge is used (see subsection c), it must attain a minimum

height of three (3) feet above the finished grade of the adjacent vehicular use or off-street parking area within one (1) year of planting.

If a nonliving barrier is used, it shall be a minimum of three (3) feet above the finished grade of the adjacent vehicular use. Nonliving barriers shall require additional landscaping to soften them and enhance their appearance. For each five (5) feet of nonliving barrier, two (2) shrubs or vines shall be planted along the street side of the barrier, in addition to tree requirements. Earth berms may be used only when installed in conjunction with sufficient plant materials to satisfy the screening requirements. The slope of the berm shall not exceed a 3:1 ratio.

Hedges for multi-family projects which are used to separate a residential use from an adjacent arterial or collector road right-of-way may attain a height of eight (8) feet to mitigate the impact of the adjacent roadway, unless otherwise prohibited. A visibility triangle shall be maintained (see section 23.4-4).

Perimeter hedging installed to effect screening of storage areas must be a minimum of four (4) feet in height at the time of installation and be permitted to grow to a height to conceal the materials being stored. Perimeter shade trees are required to be planted every twenty (20) feet and are not permitted to be clustered. Palm trees used for the purpose of street trees must be planted in clusters of three (3) with no palm being planted further than ten (10) feet apart.

2. The unpaved portion of the right-of-way adjacent to the property line shall be landscaped and provided with irrigation and maintenance.

(b) *Perimeter landscaping requirements relating to abutting properties.*

1. A landscaped screen shall be provided between the off-street parking area or other vehicular use area and abutting properties. The landscape screen may be two (2) feet in height at the time of planting and shall achieve and be maintained at not less than three (3) feet and no greater than six (6) feet in height to form a continuous screen between the off-street parking area or vehicular use area and such abutting property. This landscape screen shall be located between the common lot line and the off-street parking area or other vehicular use area in a planting strip of not less than five (5) feet in width. In addition, one (1) shade tree shall be provided for every twenty (20) linear feet of such landscaped screen or fraction thereof.

2. Where any commercial or industrial area abuts a residential zoning district in addition to requirements established for district boundary line separators in the zoning code one (1) shade tree shall be planted every twenty (20) feet to form a solid tree line.

3. The provision for perimeter landscape requirements relating to abutting properties shall not be applicable where a proposed parking area or other vehicular use area abuts an existing hedge or established tree line. The existing hedge and trees may be used to satisfy the landscape requirements provided the existing material meets all applicable standards. The landscape strip, a minimum of five (5) feet in depth, however, is still required, and must be landscaped with living ground cover. If the existing landscaping does not meet the standards of this section, additional landscaping shall be required as necessary to meet the standards. In the event that the landscaping provided by the adjacent property which has been used to satisfy the landscaping requirements for the property making application is ever removed,

the property heretofore using the existing vegetation to satisfy landscaping requirements must then install landscaping as required to comply with the provisions of this code.

(c) *Interior landscaping requirements relating to areas exclusive of vehicular parking areas and building footprints.*

1. All pervious areas of a site that not associated with required water retention shall be provided landscaping meeting the following standards.

a. At least one (1) small tree for each two hundred and twenty-five (225) square feet or fraction thereof, or

b. At least one (1) medium tree for each four hundred (400) square feet or fraction thereof, or

c. At least one (1) large tree for each six hundred and twenty-five (625) square feet or fraction thereof, or

d. A combination of small, medium and/or large trees, when aggregated meet the square footage tree ratio as outlined in a through c.

e. A five (5) foot building landscape area shall be provided adjacent to the perimeters of all buildings where one (1) shrub shall be planted for every five square feet of landscaping area.

f. The remainder of the building landscape area shall be landscaped with living ground cover and organic mulch.

g. The remainder of the impervious area of the site shall be landscaping with grass, living ground cover, organic mulch or other material as deemed appropriate by the community sustainability department.

h. Additional landscaping may be provided which shall serve as credit toward the Sustainable Bonus Incentive Program in applicable.

3. *Interior landscape requirements for parking and other vehicular use areas*.

(a) The amount of interior landscaping within off-street parking areas shall amount to no less than twenty (20) percent of the total area used for parking and accessways.

(b) There shall be a group of palms or a shade tree for every one hundred (100) square feet of required interior landscaping. No more than twenty-five (25) percent of these required trees shall be palms.

(c) Landscape islands which contain a minimum of seventy-five (75) square feet of plantable area, with a minimum dimension of eight (8) feet, exclusive of the required curb, shall be placed at intervals of no less than one (1) landscaped island for every ten (10) parking spaces. One (1) shade tree or equivalent number of palm trees shall be planted in every interior island.

(d) Each row of parking spaces shall be terminated by landscape islands with dimension of eight (8) feet in width, exclusive of curbs. An exception to this requirement is when a landscaped area exists at the end of the parking row.

(e) Whenever parking tiers abut, they shall be separated by a minimum five-foot wide landscape strip. This strip shall be in addition to the parking stall. Non-mountable curbs are not required for these landscaping strips, provided carstops are installed. Should carstops not be installed the landscape strip shall be a minimum of nine (9) feet wide and be provided a non-mountable curb.

(f) Perimeter landscape strips which are required to be created by these land development regulations shall not be credited to satisfy any interior landscaping requirements; however, the gross area of perimeter landscape strips which exceed minimum requirements may, upon approval by the ~~building~~ community sustainability department, be credited to partially satisfy the interior landscape requirements of this section.

(g) Interior landscaping in both parking areas and other vehicular use areas shall, insofar as possible, be used to delineate and guide major traffic movement within the parking area so as to prevent cross-space driving wherever possible. A portion of the landscaping for interior parking spaces, not to exceed twenty-five (25) percent of the total requirement, may be relocated so as to emphasize corridors or special landscape areas within the general parking area or adjacent to buildings located on the site, if helpful in achieving greater overall aesthetic effect. Such relocated landscaping shall be in addition to the perimeter landscaping requirements.

(h) All dumpster and refuse areas and all ground level mechanical equipment shall be screened with shrubbery or with fencing where visible from public rights-of-way.

(i) Landscaping may be permitted in easements only with the written permission of the easement holder. Written permission shall be submitted as part of the site plan or landscape plan review.

(j) All landscaped areas shall be provided with an irrigation system, automatically operated, to provide complete coverage of all plant materials to be maintained. This system should be designed to automatically shut off when raining. The source of water may be either from city water or non-potable water. The use of recycled water is encouraged.

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
RETAIL																										
High Intensity Retail Uses - Greater than 7,500 sq. ft.																										
Drive Through Facilities													C	C												
Drug Store ~~Full Service~~							C		C		C		C	C	C	C										
Grocery Store ~~Regional~~							C		C		C		C	C	C	C										
Home Improvement Center													C	C												
Produce Market							C			C	C		C	C	C	C										
Liquor Store							C			C	C		C	C												
Merchant Retail Stock (Reference Ordinance Chapter 14)							C			C	C		C	C	C	C										
~~Auto, Boat, Cycle, RV Sales See Automotive/Vehicular Use Section~~																										
Single Destination Retail							C	C	C	C	C		C	C	C	C	C		C							
Stand Alone Retail											C		C	C												

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
Medium Intensity Retail Uses - Less than 7,500 sq. ft.																										
Convenience Stores (Maximum 7,500 sq. ft.)							~~A~~ C						~~A~~ C	~~A~~ C												
Drive Through Facilities													C	C												
Drug Store ~~Full Service~~							A		A		A		A	A	A	A										
~~Drug Store Limited Service~~							~~A~~				~~A~~		~~A~~	~~A~~	~~A~~	~~A~~										
Grocery Store ~~Neighborhood~~							A			A			A	A	A	A										
Home Improvement Center										C			A	A												
Liquor Store							C			C	C		C	C												
Produce Market							A			A	A		A	A	A	A										
Single Destination Retail							P	P	P	P	P		P	P	P	P	P		P							
Specialty Retail							A		A		P		P	P	P	P		P	P							
Stand Alone Retail							A		A	A			A	A	A	A			A							
Specialty Food Product Stores							A		A	A			A	A	A	A										
Sundry Shop							A		A	A	A		A	A	A	A	A	P	A							

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
Low Intensity Retail Uses - Less than-2,500 sq. ft.																										
Gift Boutiques							P	P	P	P	P		P	P	P	P		P	P							
Hobby Shops							P	P	P	P	P		P	P	P	P			P							
Produce Market							A			A	A		A	A	A	A					A					
Grocery Store Neighborhood							A			A			A	A	A	A										
Single Destination Retail							P	P	P	P	P		P	P	P	P	P		P							
Specialty Food Product Stores							P	P	P	P	P		P	P	P	P	P		P							
Specialty Retail							P		P		P		P	P	P	P		P	P							
Sundry Shop							P		P	P			P	P	P	P		P	P		P					
Tobacco Shop							P						P	P	P	P			P							

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
COMMERCIAL																										
High Intensity Commercial Uses - Greater than 7,500 sq. ft.																										
Bars/ Clubs with or without live entertainment											C		C	C	C	C			C							
~~Bars/clubs with live entertainment~~											~~C~~		~~C~~	~~C~~					~~C~~							
Cold Storage																			C	C						
Contractor (Office with no outdoor storage yard)							C						C	C					C	C						
Contractor (Office with outdoor storage yard)																				C						
Dead Storage Facilities														C					C	C						
Drive Through Facilities									C	C			C	C												
~~Eating and Drinking Establishments, w/ Drive Through~~									~~C~~	~~C~~			~~C~~	~~C~~												
~~Eating and Drinking Establishments, w/o Drive Through~~									~~C~~	~~C~~			~~C~~	~~C~~												
Financial Institution w/ Drive Through									C	C	C		C	C	C	C										
~~High Intensity Financial Institution~~ Financial Institution w/o Drive Through							C			C	C	C	C	C	C	C										
Hotels							C		C		C	C	C	C	C	C										C
Indoor Commercial Recreation (Reference Ordinance Chapter 14)													C	C					C	C						
~~Laundry Facilities - Public~~							~~C~~						~~C~~	~~C~~	~~C~~	~~C~~										
~~Linen service/uniform service~~																				~~C~~						
Printing Services							C			C	C		C	C	C	C			C	C						
Mini-Warehouses													C	C					C	C					~~A~~ C	
Motels							C	C	C	C	C	C	C	C					C							
Motel or Hotel, extended stay											C		C	C					C							
Outdoor Commercial Recreation (See Indoor Commercial Recreation)														C					C	C						
~~Printing Services~~													~~C~~	~~C~~					~~C~~	~~C~~						
Restaurants Accessory to Hotel or Motel							C		C	C	C	C	C	C	C	C										
Restaurants w/Drive Through							C		C	C	~~C~~		C	C					C							
Restaurants - ~~High Turn Over~~ With Bar							C		C	C	C		C	C	C	C		~~A~~ C	C							
Restaurants - ~~Medium Turn Over~~ Take Out							~~A~~ C	C	C	~~A~~ C			~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C	C	~~A~~ C	~~A~~ C		~~A~~ C					
Restaurants ~~- Low Turn Over~~							~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C		~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C		~~A~~ C					
Single Destination Commercial										C	C		C	C	C	C			C							
Truck/Van Rentals														C						C						
Veterinary Offices, w/ Kennels													C	C					C	C						
Warehouse Facilities														C					C	C						
Wholesale and Distribution Facilities														C					C	C						
TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
Medium Intensity Commercial Uses - Less than 7,500 sq. ft.																										
Bars/ Clubs with or without live entertainment											~~A~~ C		~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C			~~A~~ C							
~~Bars/clubs with live entertainment~~											~~C~~		~~C~~	~~C~~					~~C~~							
Bed and Breakfast Inns	C	C		C	C	C	C	C	C	C	C	C	C						C							
Caterering/Caterer							A						A	A	A	A			A							
Contractor (Office only, no outdoor storage yard)							A	A	A	A	A	A	A	A	A	A			A	A						
Contractor (Office with outdoor storage yard)																				C						
Drive Through Facilities									C	C			C	C												
~~Dry cleaners~~													~~A~~	~~A~~					~~A~~							

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
~~Eating and Drinking Establishments, w/ drive through~~							~~C~~		~~C~~	~~C~~	~~C~~		~~C~~	~~C~~	~~C~~	~~C~~		~~C~~	~~C~~		~~C~~					
~~Eating and Drinking Establishments, w/o drive through~~							~~A~~		~~A~~	~~A~~	~~A~~		~~A~~	~~A~~	~~A~~	~~A~~		~~P~~	~~C~~		~~P~~					
Financial Institution w/ Drive Through									C	C	C		C	C	C	C										
Financial Institution w/o Drive Through							A		A	A	A		A	A	A	A										
Financial Management Services							A	A	A	A	A		A	A	A	A										
Funeral Home/ Crematory							C	C					C							C						
Hotels							A		A		A		A	A	A	A										
Indoor Commercial Recreation (Reference Ordinance Chapter 14)							A			A		A	A	A					A	A						
~~Laundromat self service~~							~~A~~		~~A~~	~~A~~		~~A~~	~~A~~	~~A~~							~~P~~					
~~Laundry Establishments - Private~~							~~A~~			~~A~~		~~A~~	~~A~~	~~A~~							~~P~~					
~~Linen service/uniform service~~													~~A~~						~~A~~	~~A~~						
Motels							A		A		A	A	A	A												
Motel or Hotel Extended Stay											C		C	C					C							
Printing Services							A		A		A		A	A	A	A			A	A						
Restaurants w/Drive Through							C		C				C	C					C							
Restaurants - ~~High Turn Over~~ With Bar							C		C	C	C		C	C	C	C		A	C							
Restaurants - ~~Medium Turn Over~~ Take Out							A	A	A	A	A		A	A	A	A	A	P	A		P					
Restaurants ~~- Low Turn Over~~							A	A	A	A	A		A	A	A	A	A	P	A		P					
~~Sandwich Shops and Snack Bars~~							~~A~~			~~A~~			~~A~~	~~A~~	~~A~~	~~A~~		~~P~~	~~A~~		~~P~~					
Single Destination Commercial							A			A			A	A	A	A			A							
Social Service Centers							A	A	A	A			A	A	A	A			A							
Storage Lockers													A	A	A	A										
~~Take Out Restaurants~~							~~A~~		~~A~~	~~A~~	~~A~~		~~A~~	~~A~~	~~A~~	~~A~~			~~A~~		~~P~~					
Veterinary Offices, w/o Kennels										A			A	A	P	P			A	A						
Veterinary Offices, w/ Kennels													C	C					C	C						
Warehouse Facilities														A					A	A						
Wholesale and Distribution Facilities														A					A	A						
Low Intensity Commercial Uses - Less than-2,500 sq. ft.																										
Coffee Shop							P	P	P	P	P		P	P	P	P	P	P	P		P					
Contractor (Office only, no outdoor storage yard)							P	P	P	P	P	P		P	P	P			P	P						
Contractor (Office with outdoor storage yard)																				C						
~~Dry Cleaning drop-off services off-site~~							~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~					~~P~~					
Financial Management Services							P	P	P	P	P		P	P	P	P			P							
~~Laundry Service drop-off services off-site~~							~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~					~~P~~					
Printing Services							P		P	P	P		P	P	P	P			P							
Restaurants w/Drive Through							C		C				C	C					C							
Restaurants - ~~High Turn Over~~ With Bar							A		A	A	A		A	A	A	A		A	A							
Restaurants - ~~Medium Turn Over~~ Take Out							P	P	P	P			P	P	P	P	P	P	P		P					
Restaurants ~~- Low Turn Over~~							P	P	P	P	P		P	P	P	P	P	P	P		P					
Single Destination Commercial							P	P	P	P	P		P	P	P	P	P		P							
Wholesale and Distribution Facilities														P					P	P						

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
OFFICE																										
High Intensity Office Uses- Greater than 7,500 sq. ft.																										
Administrative/Professional Services: (non-medical)							C	C	C	C	C	C	C	C	C	C			C							
Business Services							C	C	C	C	C		C	C	C	C										
Call Center													C		C	C			C	C						
Contractor (Office with no outdoor storage yard)							C						C	C					C	C						
Contractor (Office with outdoor storage yard)																				C						
Governmental Administrative Office							C			C			C	C	C	C			C	C		C				
Health Clinics/Urgent Care													C	C	C	C						C				
Medical Offices							C	C	C	C		C	C	C								C				
Out Patient Clinics													C	C								C				

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
Medium Intensity Office Uses - Less than 7,500 sq. ft.																										
Administrative/Professional Services: (non-medical)							A	A	A	A	A	A	A	A	A	A	A		A							
Business Incubation Office							A		A		A		A	A	A	A										
Business Services							A	A	A	A	A		A	A	A	A										
Call Center													A	A	A	A			A							
Contractor (Office only, no outdoor storage yard)							A	A	A	A	A	A	A	A	A	A			A	A						
Contractor (Office with outdoor storage yard)																				C						
Governmental Administrative Office							A			A			A	A	A	A			A	A		A				
Health Clinics/Urgent Care													C	C	C	C						C				
Interior Design Studio w/ Sales							A		A		A		A	A	A	A			A							
Kitchen/Millwork Design Studio							A	A	A	A	A		A	A	A	A			A	A						
Medical Offices							~~C~~ A	~~C~~ A	~~C~~ A	~~C~~ A		~~C~~ A	~~C~~ A	~~C~~ A								~~C~~ A				
Out Patient Clinics/Medical Office							A		A				A	A	A	A										

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
Low Intensity Office Uses - Less than-2,500 sq. ft.																										
Administrative/Professional Services: (non-medical)							P	P	P	P	P	P	P	P	P	P	P		P	P		C				
Call Center													P	P	P	P			P							
Contractor (Office only, no outdoor storage yard)							P	P	P	P	P	P	P	P	P	P			P	P						
Contractor (Office with outdoor storage yard)																				C						
Health Clinics/Urgent Care													C	C	C	C						C				
Medical Offices							A	A	A	A		A	A	A								A				
Out Patient Clinics/Medical Office							A		A				A	A	A	A										
Governmental Administrative Office							A			A			A	A	A	A			A	A		A				
Home Occupation	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P			P		P					

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
INDUSTRIAL																										
High Intensity Industrial Uses - Greater than 7,500 sq. ft.																										
Aquaculture/Hydroponic Farming																			C	C						
Auction House w/ or w/out outdoor storage																			C	C						
Building and Construction Trades/Contractors manufacturing w/ Outdoor																				C						
Building and Construction Trades/Contractors manufacturing w/o Outdoor																			C	C						
Boat Repair / Maintenance / Detailing																				C						
Equipment Rental and Leasing																				C						
Factory or Manufacturing (Reference Ordinance Chapter 14)																				C						
Food Manufacturing & Processing																			C	C						
Garment/Clothing/Apparel Manufacturing																			C	C						
Heavy Utility Service Uses																				C		C				
High Intensity Fabrication Services excluding retail display and sales																				C						
High Intensity Manufacturing excluding retail display and sales																				C						
High Intensity Processing excluding retail display and sales																				C						
Import/Export Business														C					C	C						
Jobsite Preparation (Reference Ordinance Chapter 14)																			C	C						
Microbrewery w/Sales																			C	C						
Microbrewery w/o Sales																			C	C						
Organic/Green/All Natural Composting Fertilizer Manufacturing																			C	C						
Pharmaceutical & Medicine																				C						
Plant Nursery (sales only)													C						C	C						
Plant Nursery																			C	C						
Recycling Processing Center																				C						
Regional Distribution Center																			C	C						
Renewable Energy Resource Center																				C						
Research & Development, Scientific/Technological																				C						
Septic Tank, Sewer, and Drain Cleaning and Repair Services																				C						
Storage-outdoor																			C	C						
Storage-indoor																			C	C						
Testing Laboratory																				C						
Utility Plant, Substation, Power Generation-Minor																				C		C				
Vintner/Winery																			C	C						
Welding Contractors																				C						
Welding Repair Services																				C						

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
Medium Intensity Industrial Uses - Less than 7,500 sq. ft.																										
Aquaculture/Hydroponic Farming																			A	A						
Auction House w/out outdoor storage													C						C	C						
Boat Repair / Maintenance / Detailing																			C	C						
Building and construction trades/contractors manufacturing without outdoor																			C	C						

Building and construction trades/contractors manufacturing with outdoor storage yards																				C						
Cabinetry Manufacturing																			C	C						
Cleaning and Maintenance Services																			A	A						
Disinfecting and Exterminating Services																			C	C						
Distillery																			C	C						
Furniture Stripping, Finishing and Refinshing																			C	C						
Furniture Manufacturing																			C	C						
Garment/Clothing/Apparel Manufacturing																			C	C						
Import/Export Business													C						C	C						
Landscaping Contractors w/Storage Yards																			C	C						
Lawn, Garden and Tree Maintenance Services																			A	A						
Mail Delivery Services																			C	C						
Medical/Biothech/Pharmaceutical Manufacturing & Distribution																			C	C						
Medium Intensity Fabrication Services excluding retail display and sales																			C	C						
Medium Intensity Manufacturing excluding retail display and sales																			C	C						
Medium Intensity Processing excluding retail display and sales																			C	C						
Microbrewery w/Sales																			A	A						
Microbrewery w/o Sales																			A	A						
Packaging and Labeling Services																			C	C						
Pharmaceutical & Medicine																				C						
Plant Nursery (sales only)													C						C	C						
Plant Nursery																			A	A						
Regional Distribution Center																			A	A						
Research & Development, Scientific/Technological																				C						
Steam and Pressure Cleaning Services																			C	C						
Storage-outdoor																				C						
Storage-indoor																			A	A						
Testing Laboratory																				C						
Utility Plant, Substation, Power Generation-Minor																			C	C						
Vintner/Winery																			A	A						
TYPE/USE	**SF-R**	**SF-TF 14**	**MH-7**	**MF-20**	**MF-30**	**MF-40**	**MU-E** Lake & Lucerne	**MU-E** 1st & 2nd Edges	**MU-E** Federal Hwy	**MU-E** 10th & 6th	**DT**	**MU-FH**	**MU-DH**	**MU-W** Lake & 10th	**TOD-E**	**TOD-W**	**NC**	**BAC**	**AI**	**I-POC**	**PD**	**P**	**PROS**	**CON**	**FEC**	**HOTEL**
Low Intensity Industrial Uses - Less than 2,500 sq. ft.																										
Building and construction trades/contractors manufacturing without outdoor																			P	P						
Building and construction trades/contractors manufacturing with outdoor storage yards																				C						
Contractor (Office only, no outdoor storage yard)							P	P	P	P	P	P		P	P	P			P	P						
Contractor (Office with outdoor storage yard)																				C						
Landscaping Contractors w/Storage Yards																				C						
Lawn, Garden and Tree Maintenance Services																			P	P						
Low Intensity Fabrication Services excluding retail display and sales																			P	P						
Low Intensity Fabrication Services including retail display and sales																			A	A						
Low Intensity Manufacturing excluding retail display and sales																			P	P						
Low Intensity Manufacturing including retail display and sales																			A	A						
Low Intensity Processing excluding retail display and sales																			P	P						
Low Intensity Processing including retail display and sales																			A	A						

Garment/Clothing/Apparel Manufacturing																			P	P						
Medical and Dental Laboratories																			P	P						
Pharmaceutical & Medicine																				C						
Research & Development, Scientific/Technological																				C						
Testing Laboratory																				C						

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
INSTITUTIONAL																										
High Intensity Institutional Uses - Greater than 7,500 sq. ft.																										
Colleges and Universities	C	C		C	C	C	C	C	C	C	C	C	C	C	C	C						C				
Day Care Center						C	C	C	C	C		C	C	C	C	C			C							
Day Care Center Accessory to Place of Worship	C	C		C	C	C	C	C	C	C	C	C	C	C	C	C										
Hospitals and Clinics Public														C								C				
Hospitals and Clinics Private														C								C				
Museums							C		C		C								C			C	C	C		
Schools, elementary	C	C		C	C	C	C	C	C	C	C	C	C	C	C	C						C				
Schools, intermediate and secondary	C	C		C	C	C	C	C	C	C	C	C	C	C	C	C						C				
Schools-Conservatory of Music (Retail merchant license required if selling any instruments, equipment, etc.)													C	C	C	C			C							
School of the Arts														C					C			C				
School for Modeling or Booking Agency														C					C			C				
School of Instruction (for artisan, workers, etc.)														C					C			C				
Places of Worship	~~A~~ C	~~A~~ C		~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C	~~A~~ C										

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
Medium Intensity Institutional Uses - Less than 7,500 sq. ft.																										
Botanical Research and Education																			A			A	A	A		
Colleges and Universities (Satellite Campus)	A	A		A	A	A	A	A	A	A	A	A	A	A	A	A			A			A				
Day Care Center				A	A	A	A	A	A	A		A	A	A	A	A			A							
Marine Research and Education															A	A			A			A	A	A		
Museums							A		A		A								A			A	A	A		
Nursing Homes/Assisted Living Facilities				A	A	A	A	A	A	A		A	A	A	A	A			A							
Places of Worship	A	A		A	A	A	A	A	A	A	A	A	A	A	A	A										
Welcome Centers											A				A	A						A	A	A		

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
Low Intensity Institutional Uses - Less than 2,500 sq. ft.																										
Environmental Nature Centers																						C	C	C		
Museum											P								P			P	A	A		

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
SPECIALITY																										
High Intensity Specialty Uses - Greater than 7,500 sq. ft.																										
Adult Establishments																				C						
Flea Market							C	C	C	C	C	C	C	C	C	C			C	C		C				
Outdoor Farmer's Market																			C			C			C	
Mobile food vending courts																			C			C			C	
Passenger Railroads/Transit															C	C						C				
Private Club									C				C	C												
Power Plants																				C		C				
Public Safety Facilities																						C				
Radio and Television Broadcasting Studios w/ Communication Towers														C						C		C				
Shooting Ranges																				C						
Special Interest Automobile Dealership													C						C	C						
Sports Arenas, (Public/Private)(Indoor/Outdoor)														C						C						
Taxicab Companies																				C						
Taxidermist																				C						
Water Towers																						C				
Wireless Communication Facilities										C	C	C	C	C	C	C			C	C		C			C	

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
Medium Intensity Specialty Uses - Less than 7,500 sq. ft.																										
Adult Establishments																				C						
Cemetery/Mauseleum(Public/Private)	C	C		C	C	C						C										C	C			
Private Club									A				A	A												
Produce Market							A			A	A		A	A	A	A					A					
Radio and Television Broadcasting Studios w/o Communication Towers							~~P~~ A			~~P~~ A	~~P~~ A		~~P~~ A	~~P~~ A	~~P~~ A	~~P~~ A			~~P~~ A	~~P~~ A		C				
Special Interst Automobile Dealership													A						A	A						
Temporary Help Marshalling and Dispatch Services																						C				
Non-motorized recreational equipment rental (canoes, kayaks, paddle boards, etc)																						C	C	C		
Outdoor Farmer's Market																			C			C			C	
Flea Market																			C			C			C	
Mobile food vending courts																			C			C			C	

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
Low Intensity Specialty Uses - Less than 2,500 sq. ft.																										
Essential Services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Open Space Conservation Areas	P	P	P	P																		P	P	P		
Produce Market							A			A	A		A	A	A	A					A					
Private Club									P				P	P												
Special Interest Automobile Dealership													P						P	P						
Water Conservation Areas	P	P	P	P																		P	P	P		

AGENDA DATE: April 5, 2016 **DEPARTMENT: Community Sustainability**

EXECUTIVE BRIEF

TITLE:
Ordinance No. 2016-14 - Second Reading - Revise the code enforcement lien reduction procedure

SUMMARY:
The Ordinance requires an applicant for a lien reduction to, under certain circumstances, conduct a lien search to determine whether the applicant meets the criteria for a lien reduction and to clarify what is considered a documented expense.

BACKGROUND AND JUSTIFICATION:
Pursuant to section 2-69.3.1 "Lien reductions and release of liens" of the Code of Ordinances, an applicant may apply for a lien reduction hearing before the Special Magistrate if they meet several criteria. One of the criteria is that all applicant-owned properties located within the City of Lake Worth must not have any active code enforcement cases in process. To assist staff in making this determination, the Ordinance requires an applicant to submit with the application a list of all properties he or she owns within the City. The Ordinance also provides that if the list includes more than three properties, the City may now require the applicant to submit a lien search request through the City Clerk's Office to determine whether any code enforcement cases exist on the list of properties. Further, the current process provides that as part of the analysis of a proper reduction of a lien, the Special Magistrate may consider any documented expenses incurred by the applicant to bring the property into compliance. The Ordinance clarifies that documented expenses include the cost of any permit required to bring the property into compliance, but any government penalties or fines should not be included.

At its meeting of March 22, 2106, the City Commission voted 5-0 to approve the ordinance on first reading and to schedule the second reading and public hearing for April 5, 2016.

MOTION:
I move to approve / not approve Ordinance No. 2016-14 on second reading.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Ordinance

ATTACHMENT(S):
Fiscal Impact Analysis

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

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

C. Department Fiscal Review: _____

ORDINANCE NO. 2016-14 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, “ADMINISTRATION”, ARTICLE VI, “CODE COMPLIANCE”, SECTION 2-69.3 “APPLICATIONS FOR LIEN REDUCTIONS, CONSIDERATIONS FOR SALE, LIEN RELEASES; FEES; FEE CAP” TO ADDRESS THE CAPS IN THE REDUCTION OF LIEN PROCESS; AMENDING SECTION 2-69.3.1, “LIEN REDUCTIONS AND RELEASE OF LIENS” TO ADDRESS LIEN SEARCHES, TO INCLUDE A RESERVATION OF RIGHTS ON BEHALF OF THE CITY IN THE COLLECTION OF LIENS, TO CLARIFY WHAT COSTS MAY BE CONSIDERED IN THE CALCULATION OF A LIEN REDUCTION, TO ENSURE PROPERTIES SUBJECT TO A PARTIAL RELEASE OF LIEN ARE FREE OF DEBT TO THE CITY AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the City has a procedure wherein after a property has been brought into full compliance with the Code, the property owner may seek a reduction of the existing code enforcement liens and;

WHEREAS, in order to balance the need to enforce the daily fines imposed with the need to limit the total lien amount to a reasonable sum, the City has capped the total amount of a single lien at 200% of the appraised value of the property based upon the value of the property when the lien was imposed; and

WHEREAS, the City wishes to add an alternative cap so that the total of all liens reduced on one property does not exceed 300% of the current appraised value of the property; and

WHEREAS, as part of the analysis of a proper reduction of the lien, the Special Magistrate considers the amount of money expended by the owner to bring the property into compliance; and

WHEREAS, the City Commission wishes to clarify which costs required to bring the property into compliance should be considered in the calculation of the reduction and which costs should not be considered; and

WHEREAS, in order to ensure that properties subject to lien reductions and partial releases of liens are free of any debt owed to the City, the City wishes to include an additional lien search requirement as part of the application process; and

WHEREAS, the City Commission finds that the adoption of these

amendments to the lien reduction ordinance are in the best interests of the health, safety, and welfare of the residents and citizens of the City.

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

Section 1. Chapter 2, "Administration", Article VI, "Code Compliance", Section 2-69.3 is amended to read as follows:

Sec. 2-69.3. - Applications for lien reductions, considerations for sale, and lien releases; fees; lien cap.

* * *

(d) Upon the filing of a fully completed application for a lien reduction, the total amount of the daily fine(s) authorized in each lien imposed upon the property pursuant to this chapter shall be capped at no more than two hundred (200) percent of the appraised value of the property. The appraised value of the property shall be determined by the Palm Beach County Property Appraiser's appraised "total market value" established for the property the year the order finding the violation was entered or the year prior if the current year has not yet been established. However, in no case shall the cap on the total amount of the daily fine(s) authorized under all liens exceed three hundred (300) percent of the appraised value of the property. In this case, the appraised value of the property shall be determined by the Palm Beach County Property Appraiser's appraised "total market value" established at the time the application for a lien reduction is submitted to the city.

Section 2. Chapter 2, "Administration", Article VI, "Code Compliance", Section 2-69.3.1 is amended to read as follows:

Sec. 2-69.3.1. – Lien reductions and release of liens.

(a) The following criteria must be complied with prior to a lien reduction hearing before a special magistrate:

(1) The property in question must be in total compliance and an affidavit of compliance must be issued for the case(s) being considered.

(2) The subject property must be free of all outstanding debts (including taxes) due to the city, and all administrative costs assessed in the underlying code compliance case(s) for the lien(s) have been paid or shall be paid prior to the hearing. The applicant shall have the city clerk's office conduct a lien search to determine whether the subject property is free of any outstanding debt owed to the city, and shall provide a copy of the search results with the application. Any costs associated with any such lien search shall be the responsibility of the applicant. If the subject property has any other code enforcement liens that originated on the subject property, all such liens shall be included in the lien reduction application or shall otherwise be paid in full prior to the scheduling of the lien reduction hearing.

(3) The request for lien reduction application must be completed and submitted to the code compliance secretary along with the applicable fee.

(4) All other properties owned by the violator within the city must not have any active code compliance cases in process with the city. The applicant shall provide the city a list of all properties owned by the applicant within the City of Lake Worth. This list shall be submitted with the application.

(b) Except as otherwise set forth herein, ~~I~~if the reduction application is complete and the above criteria have been met, a lien reduction hearing shall be scheduled before a special magistrate. The appealing party will be notified in writing of the scheduled hearing at least five (5) days prior to the hearing date by regular U.S. Mail to the address provided on the

application. In its sole discretion, the city may postpone such lien hearing if it wishes to pursue the collection of the lien(s) through an alternate remedy at law or in equity, and the city shall notify the applicant of such postponement in writing.

* * *

(e) In determining how much to reduce the outstanding lien, the special magistrate may also consider any documented expenses incurred to bring the property into compliance. The use of the term "documented expenses" in this article may also include permit fees required to bring the property into compliance and the costs of any lien search conducted pursuant to this section; however, the lien reduction application fee, any outstanding administrative costs, and any government penalties or fines shall not be included. The special magistrate may reduce the outstanding lien amount by the total amount of these documented expenses. Except as otherwise set forth herein, the special magistrate shall not reduce any lien, after documented expenses are deducted, if any, to less than ten (10) percent of the remaining outstanding lien. If the lien is attached to an owner-occupied residential property ~~or to a residential property that will be owner-occupied~~, the special magistrate may reduce the lien to less than ten (10) percent of the remaining outstanding lien based upon considerations of the criteria set forth in subsection (d) above and any deduction for documented expenses. The applicant shall provide proper documentation that the owner occupies ~~or will occupy~~ the residence, upon the request of the city.

* * *

(g) Lien reductions by city manager.

(1) Once a lien has been imposed under this article, a person may request a lien reduction from the city manager under the following special circumstances (with proof of the following provided to the city manager):

a. The property the lien attaches to will be sold prior to the next special magistrate hearing.

b. The completed application, documented expenses, if any, and any other documents to be considered by the city manager have been submitted to the city manager a minimum of five (5) business days prior to the scheduled closing.

c. The subject property, if located within the City of Lake Worth, must be free of all outstanding debts (including taxes) due to the city. Unless waived by the city manager due to time constraints, the applicant shall have the city clerk's office conduct a lien search to determine whether the subject property is free of any outstanding debt owed to the city, and shall provide a copy of the search results with the application. Any costs associated with any such lien search shall be the responsibility of the applicant. If the subject property has any other code enforcement liens that originated on the subject property, all such liens shall be included in the application or shall otherwise be paid in full prior to the city manager's consideration of the lien reduction.

~~c~~d. The lien on the subject property was recorded less than eighteen (18) months from the date the application is received by the city manager.

~~d~~e. All administrative costs or fees assessed in the underlying code compliance case for the lien have been paid or will be paid prior to the manager's consideration of the lien reduction application.

~~e~~f. The application fee for the lien reduction has been paid in full.

* * *

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

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

(2) The subject property, if located within the City of Lake Worth, must be free of all outstanding debts (including taxes) due to the city. The applicant shall have the city clerk's office conduct a lien search to determine whether the subject property is free of any outstanding debt owed to the city, and shall provide a copy of the search results with the application. Any costs associated with any such lien search shall be the responsibility of the applicant. If the subject property has any code enforcement liens that originated on the subject property, the partial release may not be granted until all such liens are paid either in full or at an amount reduced through the lien reduction process set forth above.

(~~2~~3) All property owned by the applicant in whole or in part that is located in the city, including the property for which the partial release of lien is sought (if applicable), must be in compliance with all city codes prior to the granting of the partial release of lien.

(~~3~~4) A partial release of lien cannot be sought for the property where the lien originated.

(~~4~~5) Upon the payment of 10% of the total lien amount, or $5,000, whichever is greater, the mayor is hereby authorized to execute a partial release of lien. If a lien search was required as part of an application for a partial release of lien, the costs of such search shall be deducted from the 10% of the total lien amount, or $5,000, whichever is greater, and the applicant shall pay the balance.

(~~5~~6) When determining the total amount of the lien, section 2-69.3(d)

shall be applicable.

Section 3. Severability. 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.

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

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

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

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

Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	AYE
Commissioner Andy Amoroso	AYE
Commissioner Ryan Maier	AYE

The Mayor, thereupon declared this Ordinance duly passed on first reading on the 22nd day of March, 2016.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Ordinance duly passed and enacted on the _____ day of _____, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

AGENDA DATE: April 5, 2016 **DEPARTMENT: Public Services**

EXECUTIVE BRIEF

TITLE:
Resolution No. 17-2016 - Abandon 25 ft. ROW Fun Depot property.

SUMMARY: Pursuant to the adjacent property owner's and current Fun Depot owner's request, Three Palms Investment, LLC, staff recommends abandonment of a small portion of City owned right-of-way property.

BACKGROUND AND JUSTIFICATION: The Fun Depot property, located at 2003 10th Ave North, is undergoing future renovation work and additional amenities are being proposed by its current owner, Three Palms Investment, LLC. Three Palms Investment desires to include the south 25' x 143.24' of the property in the renovations. This portion of the property is currently owned by the City as right-of-way.

The right-of-way was privately owned by the Fun Depot's predecessor and deeded to the City of Lake Worth in 1988 for the purposes of a future roadway. Since that time, the City has not performed any roadway work nor has the City utilized the right of way for any public purpose, and there are no future plans to develop the parcel which is landlocked.

The Public Services Dept., Community Sustainability Dept., Water Utilities Dept., and the Electric Utilities Dept. have all reviewed the request and have no issue with said abandonment. There are no conflicts or utilities that will be affected by way of the abandonment.

Since the City owns the right-of-way outright, the abandonment of the same will result in the right-of-way reverting back to the Fun Depot current property owner, Three Palms Investment, LLC.

MOTION: I move to approve/disapprove the abandonment of the right of way located adjacent to the Fun Depot property.

ATTACHMENT(S):
Fiscal Impact Analysis – None
Letter from Applicant
Proposed Site Plan
Resolution
Right of Way Abandonment application

ANDREW HELGESEN, P.A.
ATTORNEY AT LAW
A Professional Association

11380 Prosperity Farms Road, Suite 201
Palm Beach Gardens, FL 33410
Voice 561/622-7755
Fax 561/622-8422
ahelgesen@helgesenlawfirm.com

November 24, 2015

Via email only to Christy@torcivialaw.com
Christy Goddeau, Esq.
Torcivia, Donlon, Goddeau, and Ansay, P. A.
701 Northpoint Parkway, Suite 201
West Palm Beach, FL 33407

Re: Three Palms Investments, LLC (formerly Carefree Park Corporation); 2001 and 2003 10th Ave N, Lake Worth, FL 33461

Dear Christy:

This is a follow-up to our phone conversation earlier this afternoon. As indicated, I represent Three Palms Investments and the Nabhan family. They own the property that is the subject of this letter. The property was formerly owned by Carefree Park Corporation that was also owned by various members of that family. This letter, and the reason for me writing to you, concerns the South 25 feet of this property.

I am enclosing with this letter a copy of a survey that was done in October of this year showing the property in question, including the South 25 feet. My client wants to further improve its property by adding further amenities as part of the Fun Depot amusement business that it runs on part of the site. These improvements will certainly benefit the city of Lake Worth.

By right-of-way deed dated October 24, 1988 and recorded March 9, 1989 in Official Record Book 5991, Page 1725 the South 25 feet (and also the East 10 feet) of the property was transferred for road purposes to the City of Lake Worth. In fact, the right-of-way was never used. And, if you look at the survey, you will see that there is a concrete wall at the extreme south end of our property that includes, not excludes, the proposed right-of-way. I am advised by Adib Nabhan that the concrete wall was constructed at the direction of or at least with the permission of the City after the right-of-way was granted.

In previous discussions with officials at the City, it was suggested that we create a Unity of Title to encompass the South 25 feet. In order to do that, we need a quitclaim deed from the City evidencing the fact that it has not used this right-of-way in the last 27 or 28 years since the deed was executed. We are asking that this property be reconveyed to us acknowledging that it is not being used by the City but is in fact being used by my client. As I said at the beginning, the purpose for doing this is so that we can go forward with our plans to further improve this site.

It is my understanding that no consideration was paid to my client's predecessor in title for the conveyance.

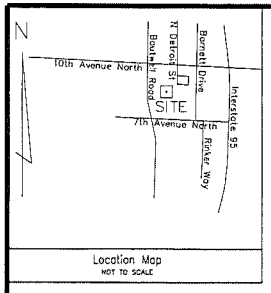
Thanks for taking the time to speak with me.

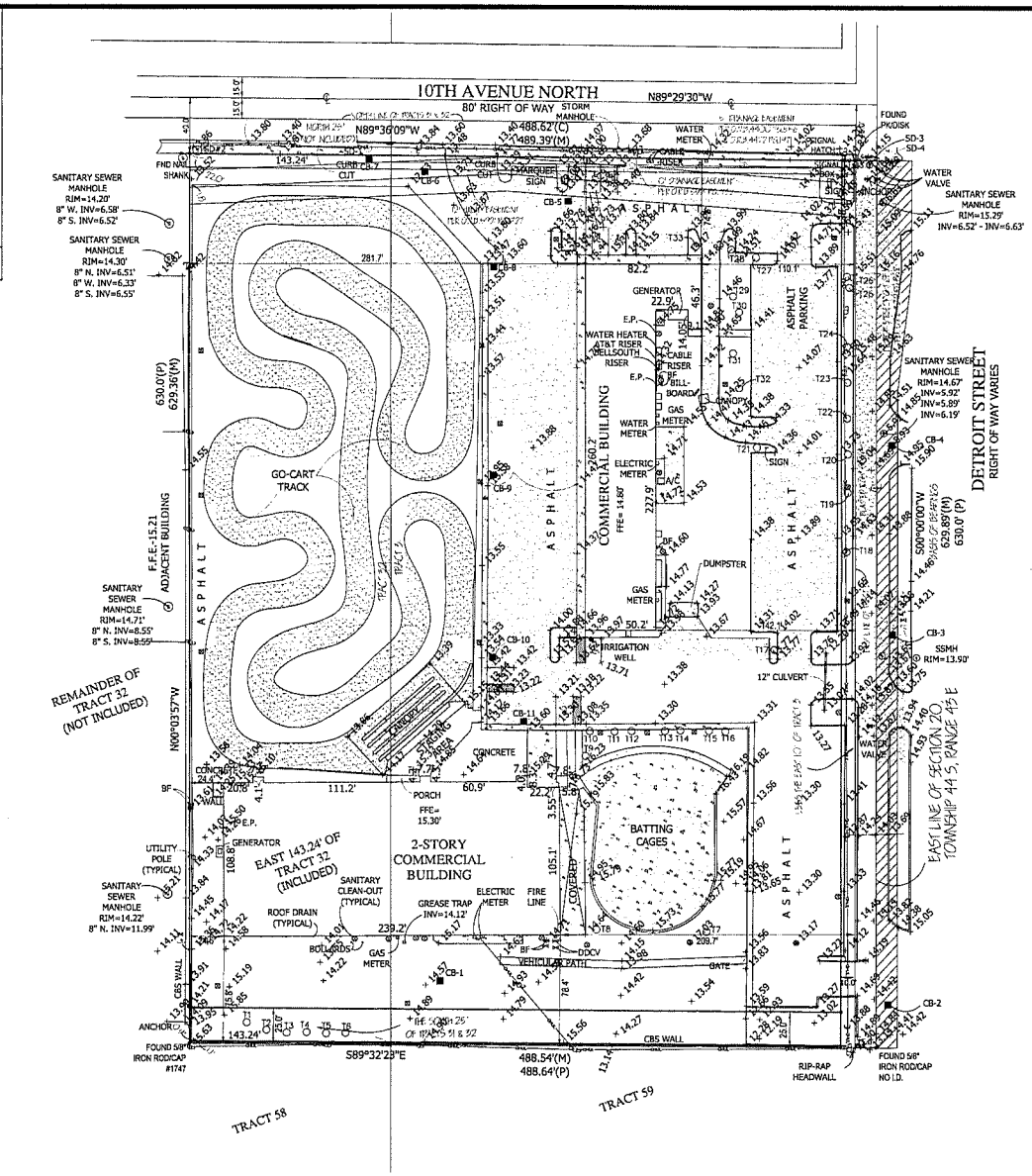
Sincerely,

Andrew Helgesen, Esq.

AH/

Attachments (survey and right of way deed)





DESCRIPTION:

TRACT 31 AND THE EAST 143.24 FEET OF TRACT 32, MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 5, PAGE 79, LESS THE NORTH 25 FEET THEREOF FOR STATE ROAD RIGHT OF WAY, AND LESS THE EAST 10 FEET THEREOF.

TOGETHER WITH:

THE SOUTH 25.00 FEET OF TRACT 31 AND THE EAST 143.24 FEET OF TRACT 32, MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUT, RANGE 43 EAST IN PLAT BOOK 5, PAGE 79 AS DEEDED TO THE CITY OF LAKE WORTH BY RIGHT OF WAY WARRANTY DEED RECORDED IN O.R. BOOK 5991, PAGE 1725, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH TITLE POLICY NFS.8066743, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY DATED JULY , 2013.

2. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT ADDRESSED AS A PART OF THIS SURVEY. ONLY VISIBLE ABOVE GROUND IMPROVEMENTS HAVE BEEN SHOWN. THERE MAY EXIST UNDERGROUND UTILITIES, FOUNDATIONS OR OTHER MATTERS WHICH HAVE NOT BEEN REFLECTED ON THIS SURVEY.

3. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS AND DISTANCES ARE NOT TO BE SCALED FOR CONSTRUCTION AND/OR DESIGN PURPOSES.

4. ADDITIONS AND/OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THIS OFFICE.

5. THIS MAP, AS DEPICTED IN ITS GRAPHIC FORM, BEARING THE SIGNATURE AND SEAL OF THE SURVEYOR, IS THE OFFICIAL DOCUMENT OF THE LANDS AS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCE BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE MAP.

6. THIS SURVEY IS PREPARED FOR THE PARTIES AS STATED HEREON AND IS NOT ASSIGNABLE TO OTHER PARTIES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

7. THIS SURVEY DOCUMENT, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED AND CERTIFIED. REUSE OF AND/OR RELIANCE ON THIS DOCUMENT FOR ANY OTHER PURPOSE WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY DEAN SURVEYING AND MAPPING, INC. SHALL BE WITHOUT LIABILITY TO DEAN SURVEYING AND MAPPING, INC.

8. ELEVATIONS AS SHOWN HEREON ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.

THIS BOUNDARY & TOPOGRAPHIC SURVEY PREPARED FOR:
ST. LUKES UNITED METHODIST CHURCH

PROPERTY LIES WITHIN A FLOOD ZONE B AS SCALED FROM THE NATIONAL INSURANCE PROGRAM RATE MAP COMMUNITY PANEL NUMBER 120192 0170 A.

TREE TABLE	
T1	14" OAK
T2	14" OAK
T3	12" OAK
T4	12" OAK
T5	10" OAK
T6	14" OAK
T7	15" MAHOGANY
T8	12" MAHOGANY
T9	6" PALM
T10	8" PALM
T11	8" PALM
T12	6" PALM
T13	6" PALM
T14	6" PALM
T15	8" PALM
T16	8" PALM
T17	10" OAK
T18	12" PALM
T19	10" OAK
T20	10" OAK
T21	4" EUCALYPTIS
T22	12" OAK
T23	12" OAK
T24	10" OAK
T25	10" OAK
T26	12" PALM
T27	6" EUCALYPTIS
T28	3" TRIPLE PALM
T29	6" OAK
T30	4" TRIPLE PALM
T31	5" OAK
T32	4" TRIPLE PALM
T33	3" PALM

STORM DRAINAGE					
CB-1	RIM=14.12			RIM=14.18	
			CB-7	N. INV=8.69	30"
	RIM=13.96			E. INV=8.69	24"
CB-2	S.W. INV=8.67	30"		S.W. INV=9.87	12"
	N. INV=8.67	30"		RIM=13.46	
	RIM=13.26		CB-8	S. INV=10.41	15"
CB-3	N. INV=9.02	30"		N. INV=10.41	15"
	S. INV=9.03	30"	CB-9	RIM=13.24	
	RIM=14.38			N. INV=10.26	15"
CB-4	N. INV=8.98	30"		RIM=13.24	
	S. INV=8.93	30"	CB-10	N. INV=10.25	15"
	RIM=13.25			S. INV=10.17	15"
CB-5	N.E. INV=9.05	15"	CB-11	RIM=13.02	
	W. INV=9.04	15"		N.W. INV=10.25	15"
	RIM=13.26		SD-1	RIM=13.72	
CB-6	WEIR=12.98		SD-2	RIM=13.96	
	E. INV=8.87	24"	SD-3	RIM=14.29	
	W. INV=8.89		SD-4	RIM=14.41	

Legend

- Indicates Set 1/2" IRON Rod & Cap #LB6936
- Indicates Found Iron Rod & Cap
- Indicates Water Valve
- Indicates Water Service METER
- Indicates Overhead Utility Lines
- Indicates Wood Utility Pole
- Indicates Catch Basin
- Indicates Tree Number
- Indicates Sanitary Sewer Clean-Out
- Indicates Double Detector Check Valve
- Indicates Light Pole
- Indicates Deed Dimension
- Indicates Plat Dimension
- Indicates Measured Dimension
- Indicates Drainage Manhole
- Indicates Sanitary Manhole
- Indicates Manhole
- Indicates Radius
- Indicates Arc Length
- Indicates Delta
- Indicates Backflow Preventer
- Indicates Electric Panel

PROPERTY ADDRESS: 2003 10TH AVENUE NORTH, LAKE WORTH, FL

NOTE: This drawing is not valid without embossed seal of Surveyor.

BOUNDARY & TOPOGRAPHIC SURVEY Prepared For:
THREE PALMS INVESTMENTS

RICHARD N. DEAN
Professional Surveyor & Mapper
Florida Certificate No. 4408
L.B. 6436

Dean Surveying and Mapping, Inc.
"The Measuring Line Shall Go Forth" Jeremiah 31:39
4201 Westgate Ave.
Suite A2
West Palm Beach, Florida 33409
Tel.(561)625-6740 Facsimile (561)625-6158

FIELD: R.N.D.	DATE: 09/08/15
DRAWN: S.G.	SCALE: 1"=50'
SHEET: 1 of 1	JOB No.: 015-809

068018

MAR-09-1989 11:55am 89-066578

RIGHT-OF-WAY WARRANTY DEED ORB 5991 Pg 1725

THIS INDENTURE, made this 24th day of October, 1988, by and between CAREFREE PARK CORPORATION, a corporation existing under the laws of Massachusetts, authorized to do business in the State of Florida, and having its principal place of buiness at 13 Ocean Front South, Salisbury, Massachusetts 01950, hereinafter called the Grantor, to THE CITY OF LAKE WORTH, FLORIDA, a political subdivision of Palm Beach County, Florida, hereinafter called the Grantee.

W I T N E S S E T H:

That the Grantor, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain parcel of land situate in the City of Lake Worth, County of Palm Beach, State of Florida, to-wit:

THE EAST 10.00 FEET AND THE SOUTH 25.00 FEET, AS MEASURED AT RIGHT ANGLES, OF THE FOLLOWING DESCRIBED PARCEL:

TRACT 31, AND THE EAST 143.25 FEET OF TRACT 32, MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 5, PAGE 79. LESS THE NORTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1987.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, but its proper officer duly authorized, the day and year first above written.

CAREFREE PARK CORPORATION, a Massachusetts corporation, qualified to do business in the State of Florida

Witness:

Alan Fallik

By [signature] mco

Dickie L. Richardson

As to Grantor

89-066578
Can 1.00 Doc
JOHN B DUNKLE,CLERK - PB COUNTY, FL
55

RETURN TO: ALAN FALIK, ESQUIRE
7 NORTH DIXIE HIGHWAY
LAKE WORTH, FL 33460

Unofficial Document

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared AMIN KABIHAN, well known to me to be the PRESIDENT of the corporation named as Grantor in the foregoing Deed and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of October, 1988.

Alan E. Fallik
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: DEC. 23, 1990
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

Alan Fallik, Esquire
7 North Dixie Highway
Lake Worth, FL 33460

This is not a certified copy

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

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

UNIVERSAL DEVELOPMENT APPLICATION

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

Application Type (select all that apply):

☐ Site Plan – Minor ☐ Site Plan – Major ☐ Planned Development ☐ Variance

☐ Subdivision/Plat ☐ Conditional Use ☐ Administrative Use ☐ Mural

☐ Alcoholic Beverage Distance Proximity Waiver ☐ Community Residence Proximity Waiver

☐ Gaming Establishment Distance Proximity Waiver ☐ Adult Use Distance Proximity Waiver

☐ Sustainable Bonus Incentive Program ☐ Certificate of Appropriateness ☐ Sign Variance

☐ Rezoning (Zoning Map Amendment) ☐ Zoning Text Amendment ☐ Annexation

☒ Other: Property Abandonment to Three Palms Investments LLC Fun Depot.

Project Name: Three Palms Investment LLC

Project Location: 2001&2003 10th Ave N Lake Worth FL 33461

Legal Description: Model Land CO SUB TR 31 Date Platted: _____

PCN: 38-43-44-20010310010&20 Existing Zoning: Commercial MU-W Proposed Zoning: MU W

Existing FLU: Mixed Use Proposed FLU: Mixed Use

Proposed Use: ☐ Residential; Density _____; ☐ Commercial _____ SF; ☐ Industrial _____ SF

Total Estimated Cost of the Project: _____

FOR OFFICE USE ONLY			
PZ Project No.	15-00700002		
Associated Project Nos.			
Submittal Date	12/18/15	Sufficiency Date	
Project Planner Assigned	CURT THOMPSON		
Total Fee Amount	$ 500.00 ☒ PAID 500.00 ☐ DUE _____		

Project Manager/Contact Person: Eddie Nabhan

Company: Three Palms Investments LLC

Address: 2001&2003 10th Ave N Lake Worth FL 33461
(Street Address) (City) (State) (Zip)

Phone No.: 561-282-8038 E-Mail Address: eddie@fundepot.com

Applicant Name (if different from Project Manager): _____

Company: _____

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

Phone No.: _____ E-Mail Address: _____

Owner Name: Same

Company: _____

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

Phone No.: _____ E-Mail Address: _____

OWNER'S CONSENT

Three Palms Investments ("Owner") certifies that it is the owner of the property located at 2001+2003 10th Ave N ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

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

Owner's Signature: _____ Date: 12/18/15
Name/Title of Signatory: _____

STATE OF Florida)
COUNTY OF Palm Beach)
The foregoing instrument was acknowledged before me this 18 day of December, 2015 by Edward Nabhan who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)
Paris Merkle
COMMISSION # FF032964
EXPIRES: JULY 02, 2017
WWW.AARONNOTARY.com

(Signature of Notary Public)
Paris Merkle
(Name of Notary)

PROJECT DATA

DESCRIPTION OF WORK:

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

City of Lake Worth Abandonment of ROW on the South 25 feet of 2001 and 2003 10th Ave N to

Three Palms Investments LLC

PRIOR APPROVALS:

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

ADJACENT PROPERTY INFORMATION:

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

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

DEVELOPMENT STANDARDS:

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

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

AFFIDAVIT OF COMPLETENESS AND ACCURACY

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

Project Name: Three Palms Inv City Lake Worth Abandonment Submittal Date: 12/18/15

STATEMENT OF COMPLETENESS AND ACCURACY:

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

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

Edward Nabhan
(Name - type, stamp or print clearly)

(Signature)

(Name of Firm)

2001 10th Ave N Lake Worth FL
(Address, City, State, Zip)

STATE OF FL)
COUNTY OF PBC)

The foregoing instrument was acknowledged before me this 18th day of Dec, 20 15 by Edward Nabhan who is personally known to me or who produced a N150 227 800 130 as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(Name of Notary)

TIFFANY MULVAY
Notary Public - State of Florida
My Comm. Expires Jan 21, 2017
Commission # EE 866587

SIGN POSTING AGREEMENT

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

Applicant: _____

Property Owner: _____

Contact Phone No.: _____

Property Location: _____

_____

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

Signature: _____ Date: _____

Name/Title of Signatory: _____

STATE OF)
COUNTY OF)

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

(NOTARY SEAL)

_____
(Signature of Notary Public)

_____
(Name of Notary)

Edward Nabhan

From: Andrew Helgesen <ahelgesen@helgesenlawfirm.com>
Sent: Wednesday, December 16, 2015 10:19 AM
To: Edward Nabhan
Subject: FW: Three Palms Investments; Fun Depot; Lake Worth Road property
Attachments: Lt Christy Goddeau 11-24-15.pdf; Universal Development Application.pdf

Andrew Helgesen | Andrew Helgesen, P.A.
11380 Prosperity Farms Road | Suite 201
Palm Beach Gardens, FL 33410
561 622 7755 office | 561 622 8422 fax
ahelgesen@helgesenlawfirm.com

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From: Felipe Lofaso [mailto:flofaso@LakeWorth.org]
Sent: Wednesday, December 16, 2015 10:17 AM
To: Andrew Helgesen
Cc: William Waters
Subject: FW: Three Palms Investments; Fun Depot; Lake Worth Road property

Andrew,

I was informed by the City's attorney of the request for the city to abandon that portion of right of way to the south of the Fun Depot property. Upon discussions with all of the other Departments (Water, Electric,Planning, etc.), we have no issues with the abandonment. The process is outlined below by our City Clerk:

The process is 3 step:

1. Applicant to complete a Universal Development Application form (attached) and submit through the Building Dept. The application must go through the city's review process and be approved by all Dept's. Usually takes a few weeks. Once approved, then step 2...
2. City staff to prepare a staff report and resolution to declare the City's intent to abandon...this can go under Consent Agenda and must be approved by Commission. Once approved, then step 3...
3. City staff to prepare a staff report and another different resolution actually abandoning the road...this needs to be under Public Hearings and approved by City commission

The Universal Development Application form is normally submitted as part of a total project along with site plans, etc. You may wish to submit ahead of time or you could submit all of this paperwork at one time when the Fun Depot is ready to start developing the property. Once the application is approved, the commission process takes about a month because it has to go to two meetings for approval.

Any questions please feel free to contact me.

Thanks,

Felipe A. Lofaso

Assistant Director of Public Services
City of Lake Worth, Public Services Department
1749 3rd Ave South
Lake Worth, FL 33460
561-586-1720 Phone
flofaso@lakeworth.org

From: Christy Goddeau [mailto:christy@torcivialaw.com]
Sent: Thursday, December 10, 2015 9:04 AM
To: Jamie Brown; Felipe Lofaso; John Borsch; Larry A. Johnson
Cc: William Waters
Subject: FW: Three Palms Investments; Fun Depot; Lake Worth Road property

Gentlemen: There is a procedure for abandoning public right of way in the City's code (under Chapter 19) along with a fixed service charge of $500 (I don't know if that has been changed...). That procedure (two resolution process) applies and the ROW is to be split with adjacent owners. I don't know about the alleyway discussed at yesterday's meeting, but for the ROW that is the subject of the attached letter (south 25 feet of Fun Depot property), that ROW was deeded to the City outright by the prior Fun Depot owner (i.e., not to have on behalf of the public) and Fun Depot has a wall separating the ROW from the adjacent owner. This distinction is important because if it was deeded on behalf of the public, it might have to be split b/t the two adjacent property owners (mobile home park and Fun Depot). Thus, I believe the ROW should be abandoned and quit claim deeded back to Fun Deport.

Since it appears the City does not have a need for the ROW (according to the emails I have received), who may I tell the attorney for the property owner to contact in order to start the abandonment process?

Also, if the City desires to retain an utility easement in the ROW, please coordinate with the appropriate department on the same.

Thanks!

Christy L. Goddeau, Esquire

Board Certified City County and Local Government Attorney

TORCIVIA, DONLON, GODDEAU & ANSAY, P.A.

Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
(561) 686-8700

(561) 686-8764 fax
christy@torcivialaw.com
www.torcivialaw.com

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS ATTORNEY PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE COLLECT AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. WE WILL REIMBURSE YOU FOR YOUR EXPENSES. THANK YOU.

From: Andrew Helgesen [mailto:ahelgesen@helgesenlawfirm.com]
Sent: Monday, December 07, 2015 9:59 AM
To: Christy Goddeau
Cc: 'eddie@fundepot.com'
Subject: Three Palms Investments; Fun Depot; Lake Worth Road property

This is a follow up to my letter of the 24th (copy attached).

Can we get a meeting scheduled or a phone conference to move this forward?

My clients are anxious to further develop this site.

Andrew Helgesen | Andrew Helgesen, P.A.
11380 Prosperity Farms Road | Suite 201
Palm Beach Gardens, FL 33410
561 622 7755 office | 561 622 8422 fax
ahelgesen@helgesenlawfirm.com

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Record and return to:

City of Lake Worth
Attn: City Clerk
7 N. Dixie Highway
Lake Worth, FL 33460

RESOLUTION NO. 17-2016 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE ABANDONMENT OF A 25 FOOT WIDE RIGHT OF WAY IDENTIFIED AS THE EAST 10.00 FEET AND THE SOUTH 25.00 FEET, OF THE FOLLOWING DESCRIBED PARCEL: TRACT 31, AND THE EAST 143.25 FEET OF TRACT 32, MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 5, PAGE 79, LESS THE NORTH 25 FEET THEREOF FOR ROAD RIGHT OF WAY; AND PROVIDING RECORDING AND AN EFFECTIVE DATE.

WHEREAS, the former property owner of the property now known as Fun Depot conveyed by warranty deed a portion of its property to the City for right-of-way purposes;

WHEREAS, the current owner of the Fun Depot property, Three Palms Investments, LLC, seeks to have that right-of-way abandoned by the City so that it may further develop the property including the right-of-way;

WHEREAS, the City has not utilized the deed right-of-way for right-of-way purposes or for any other City or public purpose;

WHEREAS, the City Commission finds that the right-of-way under consideration is not needed by the public as right-of-way and the same should therefore be returned to private ownership; and,

WHEREAS, since the City owns the right-of-way outright, the abandonment of the right-of-way will cause the right-of-way to revert back to the current Fun Depot owner, Three Palms Investments, LLC, as the originating source of the conveyance to the City.

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

Section 1. The foregoing recitals and findings are incorporated into this Resolution as true statements.

Section 2. The City Commission of the City of Lake Worth, Florida, hereby declares the following described right-of-way as abandoned for all legal purposes and the same shall revert back to the current property owner Three Palms Investments, LLC:

25 FOOT WIDE RIGHT OF WAY IDENTIFIED AS THE EAST 10.00 FEET AND THE SOUTH 25.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

TRACT 31, AND THE EAST 143.25 FEET OF TRACT 32, MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 5, PAGE 79, LESS THE NORTH 25 FEET THEREOF FOR ROAD RIGHT OF WAY

Section 3. The City Clerk is directed to record a copy of this Resolution upon its passage in the official records in and for Palm Beach County, Florida.

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

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Andy Amoroso
Commissioner Christopher McVoy
Commissioner Ryan Maier

The Mayor thereupon declared this Resolution duly passed and adopted this ___ day of _____, 2016.

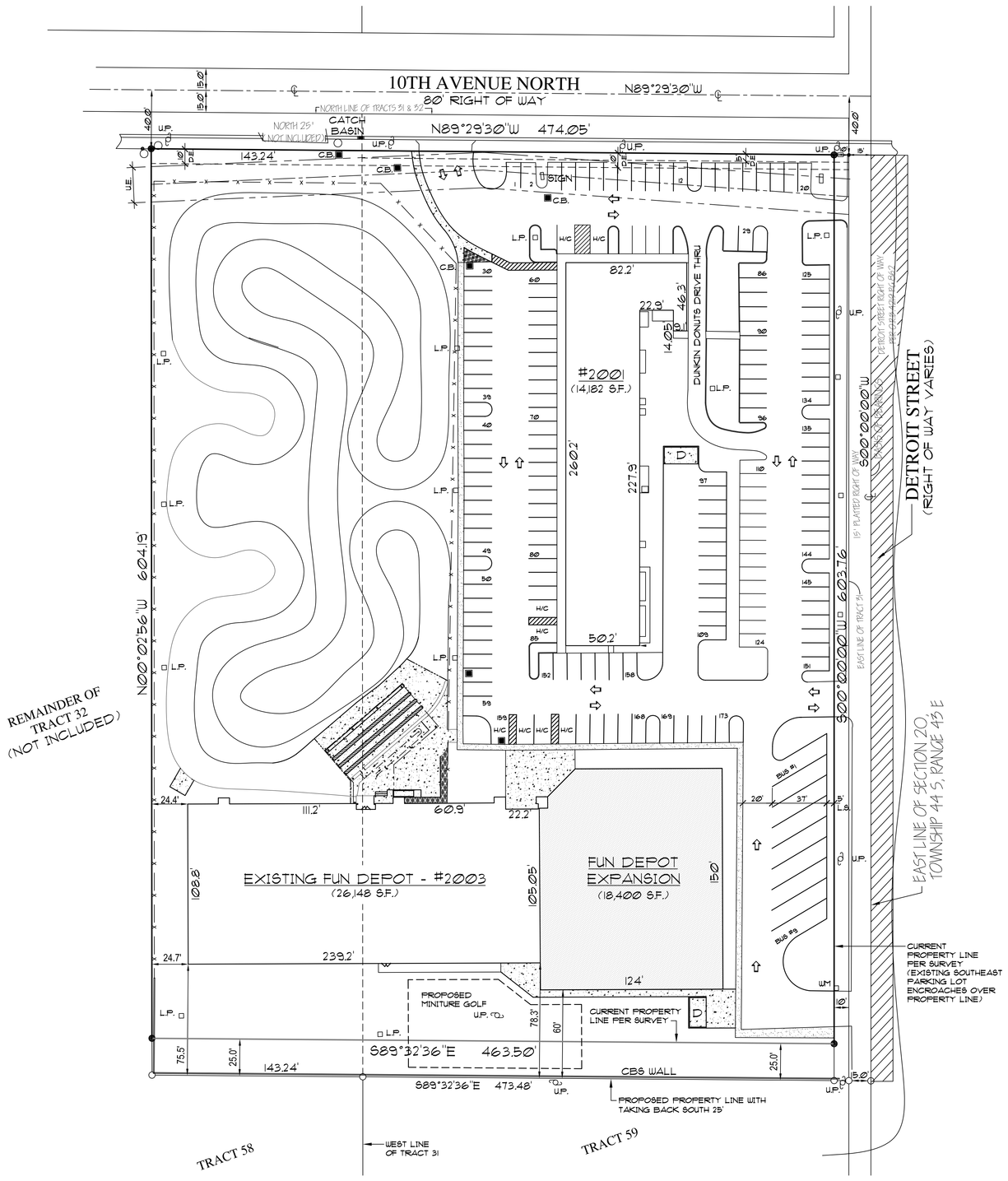
LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____

Pamela J. Lopez, City Clerk



SITE PLAN

1" = 40'-0"

RESOLUTION NO. 18-2016 OF THE CITY OF LAKE WORTH, FLORIDA, SUPPORTING THE LOCATION OF THE ATLANTA BRAVES SPRING TRAINING BASEBALL FACILITY IN SOUTH CENTRAL PALM BEACH COUNTY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County Board of County Commissioners is considering an effort to work with the Atlanta Braves ("Braves") to return to Palm Beach County; and,

WHEREAS, the Braves were located in West Palm Beach for 34 years building a strong local following of fans and supporters; and,

WHEREAS, the Braves are one of the oldest baseball franchises winning 3 World Series and was the team of local resident Hank Aaron #44 who broke Babe Ruth's career home run record in 1974; and,

WHEREAS, a Braves Spring Training site in South Central Palm Beach County would provide an opportunity for residents, families and children, and visitors alike to attend professional baseball games; and,

WHEREAS a Braves Spring Training site in John Prince Park would provide a tremendous economic impact and provide additional tourist bed tax revenue; and,

WHEREAS a Spring Training facility would provide an important venue for other sporting and cultural activities to the City of Lake Worth and surrounding communities; and,

WHEREAS, significant County and State economic development investments have been made in other parts of Palm Beach County including, Scripps, Roger Dean Stadium, and the recent Astros/Nationals facility; and,

WHEREAS, the Mayor and Commissioners and City staff are involved in long term planning activities in our City to promote tourism, economic development, and improved quality of life;

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

Section 1: The City Commission of the City of Lake Worth strongly encourages and supports Palm Beach County in its effort to **Bring Home the Braves** to a Spring Training facility in John Prince Park.

Section 2: The City Commission directs that a copy of this Resolution shall be provided to Palm Beach County and the Atlanta Braves and all other parties as deemed appropriate by the City Manager.

Section 3: This Resolution shall be effective immediately upon its passage.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Resolution duly passed and adopted on this 5th day of April, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

AGENDA DATE: April 5, 2016, Regular Meeting **DEPARTMENT:** City Manager's Office

---

EXECUTIVE BRIEF

TITLE:
Fiscal Year 2016-2017 Community Development Block Grant application for funding

SUMMARY:
As a participating jurisdiction in the Palm Beach County Urban County Program for Fiscal Years 2015, 2016 and 2017, the City will be provided with continued access to funding under Community Development Block Grant (CDBG) program as a part of the Palm Beach County Entitlement Jurisdiction. The County has notified the City of its FY 2016-2017 CDBG allocation in the estimated amount of $256,726. The City's application for these funds must be submitted to the County by noon on April 8, 2016.

BACKGROUND AND JUSTIFICATION:

The Palm Beach County Entitlement Jurisdiction serves unincorporated areas and non-entitlement municipalities (those with populations under the 50,000 threshold) within Palm Beach County by providing the opportunity to access funding allocated by the U.S. Department of Housing and Urban Development (HUD) through its Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs. It further provides participants with access to economic stimulus and/or disaster recovery funding that is distributed to the County by HUD. At its meeting of June 17, 2014, the City Commission approved Resolution No. 31-2014 that authorized the City to enter into a cooperation agreement with Palm Beach County for participation in the Palm Beach County Urban County Program for the 2015, 2016 and 2017 fiscal years.

Pursuant to the aforementioned Interlocal Cooperation Agreement, the City is eligible for receipt of its portion of the formula allocation of CDBG funds that the County receives from HUD. The County has notified the City of its FY 2016-2017 CDBG allocation in the estimated amount of $256,726. The City's application for these funds must be submitted to the County by noon on April 8, 2016. This funding is subject to availability from HUD and approval by the Board of County Commissioners.

Pursuant to the Interlocal Cooperation Agreement, the allocation of CDBG funds the City receives must be used for eligible activities pursuant to CDBG regulations in accordance with the County's CDBG program. Such eligible activities include the following:

- acquisition of real property;
- relocation and demolition;
- rehabilitation of residential and non-residential structures;

- construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers and the conversion of school buildings for eligible purposes;
- activities relating to energy conservation and renewable energy resources; and
- provision of assistance to profit motivated businesses to carry out economic development and job creation/retention activities.

The County's CDBG program does not permit the City to conduct public service, planning and administrative activities with its allocation of CDBG funds.

These eligible activities must address on of the three national objectives of the CDBG program as follows:

- benefit low and moderate income persons;
- aid in the prevention of slums or blight; or
- address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

A public meeting to discuss possible uses of these funds was conducted on February 23, 2016. The following projects have been brought forward for further discussion:

- reconstruction of 2nd Avenue South from Dixie Highway to Federal Highway;
- clearance of derelict and substandard structures;
- acquisition of vacant property on 3rd Avenue South for development of a park; and
- reconstruction of the larger pavilion at the Osborne Community Center, including installation of benches, improved lighting, reconstruction of the rest rooms, restoration of the plaque, installation of bollards along the gravel road, etc.

Pursuant to the County's requirements the City can submit only one application for this funding. It is respectfully requested that direction be provided to staff by the City Commission regarding the specific project to be submitted by the County's deadline of April 8, 2016.

MOTION:
Not applicable – this is for informational purposes to obtain direction from the City Commission

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

AGENDA DATE: April 5, 2016 **DEPARTMENT:** **Community Sustainability**

EXECUTIVE BRIEF

TITLE:
Approval of Interlocal Agreement with the County for Annexation of Enclave

SUMMARY:
Proposed Interlocal Agreement would facilitate the annexation of an enclave area including fourteen (14) properties on the west side of Boutwell Road north of 10th Avenue North.

BACKGROUND AND JUSTIFICATION:
At its meeting of July 14, 2015, the City Commission unanimously approved the Interlocal Service Area Boundary Agreement (ISBA), which was forwarded to the Palm Beach County Board of Commissioners (Board), which approved the ISBA at its September 22, 2015 meeting. The benefits of the City's ISBA are many but foremost is the ability for owners of individual parcels in the area to be annexed into the City from the County on an individual basis without the issues of creating enclaves.

The first voluntary annexation, Southport, under the City's approved ISBA was completed in February 19, 2016. The annexation created an enclave area to the east along Boutwell Road, and two outlying parcels were already enclaves prior to the annexation. The proposed agreement would facilitate these enclave areas being involuntarily annexed into the city. Both the county and city have been working together to regularize the city's boundaries and this first enclave agreement would facilitate the city's annexation of the northwest portion of the city's future annexation area.

Once the agreement is approved by the Board a formal annexation request including designation of future land uses and zoning classifications will be brought back before the City Commission. The Board hearing is tentatively scheduled for May 3, 2016.

Notices were sent both regular and certified mail as of March 22, 2016 to all of the property owners in the affected area.

MOTION:
I move to approve/not approve the proposed enclave agreement.

ATTACHMENT(S):
Fiscal Impact Analysis (N/A)
Agreement
County Review Letter

Department of Planning, Zoning & Building

2300 North Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5000

Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Enforcement 233-5500
Contractors Certification 233-5525
Administration Office 233-5005
Executive Office 233-5228
www.pbcgov.com/pzb

Palm Beach County Board of County Commissioners

Mary Lou Berger, Mayor

Hal R. Valeche, Vice Mayor

Paulette Burdick

Shelley Vana

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

March 3, 2016

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

RE: Proposed Annexation Boutwell Rd Enclave, 2016-38-002

Dear Mr. Waters:

Thank you for providing the County advance notice and the opportunity to review the annexation summarized below.

Name	Description
Boutwell Rd Enclave 2016-38-002	**Acres:** 8.19 **Location:** Northwest & southeast corners of Boutwell Rd and 10th Ave N, east of LWDD L-10 Canal **Council Hearing:** April 5, 2016 **BCC Hearing:** May 3, 2016

The proposed annexation is within the boundary of an Interlocal Service Boundary Agreement (ISBA) adopted in 2015 by the County and the City. The proposed annexation falls within the terms of the agreement and was processed through the County's Annexation Review Process. After review, County staff has not identified any inconsistencies with Chapter 171, Florida Statutes. The parcels are located in the County's Urban Redevelopment Area (URA). The County's Engineering Department stated that 10th Avenue North (east and west of the intersection), and Boutwell Road (south of the intersection) are identified as Thoroughfare Roads on the County's Thoroughfare Identification Map. The County's Engineering Department provided the following recommendations:

- The City should protect the following:
  - the ultimate right of way for 10th Avenue North;
  - the ultimate right of way for Boutwell Road, south of 10th Avenue North; and
  - the expanded right-of-way and corner clips required to complete the intersection improvements at 10th Avenue North and Boutwell Road, including turn lanes.

- There is a condition of zoning approval to dedicate right of way for Boutwell Road for the following properties 00-43-44-20-01-027-0010, 00-43-44-20-01-027-0050 and 00-43-44-20-01-027-0020. These requirements were included on resolution ZR-2015-003.

Thank you for providing County staff with a copy of the draft interlocal agreement prior to presenting the item to the Lake Worth City Council. The agreement will be scheduled for the Board of County Commissioners (BCC) hearing on May 3, 2016, pending adoption by the City on April 5, 2016. The BCC agenda will be available online one week prior to the BCC meeting at http://www.pbcgov.com/PubInf/Agenda. Please provide a written notice to all property owners within the enclave and indicate Patricia Behn, Principal Planner, as the County staff contact. We suggest that the City provide information regarding tax implications to the affected property owners.

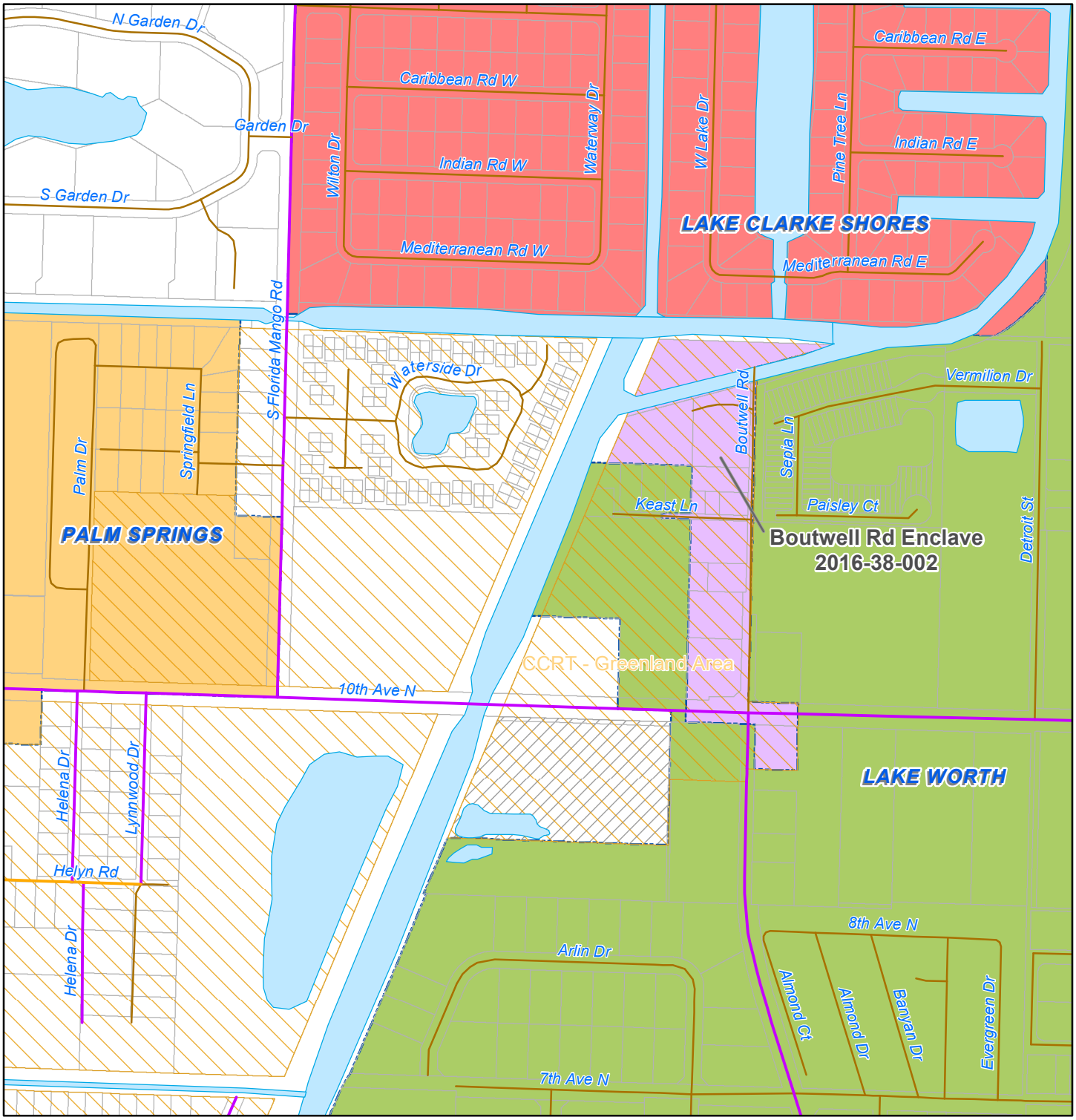
County staff is looking forward to working with the City of Lake Worth toward future annexations. If you have questions regarding the Department of Engineering comments, please contact Tammy Lee at 561-684-4019. For questions regarding the URA, please contact Ed Nessenthaler at 561-233-5328. For any other comments or questions, please contact Patricia Behn, Principal Planner, at 561-233-5332.

Sincerely,

Lorenzo Aghemo
Planning Director

cc: The Honorable Shelley Vana, District 3 Commissioner
Rebecca D. Caldwell, PZ&B Executive Director
Michael Bornstein, City Manager, Lake Worth
Bob Banks, AICP, Chief Land Use County Attorney
Patricia Behn, Principal Planner, PBC Planning
Ed Nessenthaler, Senior Planner, PBC Planner
Tammy Lee, PBC Engineering Dept.

Annexation Location Map



Proposed Annexation

Water

Municipalities

CCRT Area

ROW Maintenance

County Maintained

Courtesy Maintained

State Maintained

Other

Updated: 2/18/2016
Contact: Nicole Delsoin
Filename: N:\Division Pr\Annex\FY2016
Note: Map is not official, for informational purposes only
Source: ROW Maintenance Data PBC Engineering
Dept 2014 GISPROD SDE GEODATA.CENTERLINE_LN

250 0 250 500 Feet

N W E S

Planning, Zoning & Building
2300 N. Jog Rd.
West Palm Beach, FL 33411
Phone (561) 233-5300

PALM BEACH COUNTY FLORIDA

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made on this ____ day of _____, 2016 between the CITY OF LAKE WORTH, a municipal corporation located in Palm Beach County, Florida, hereinafter referred to as "CITY," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", each entity constituting a "public agency" as defined in Part 1, Chapter 163, Florida Statutes (2015).

WHEREAS, Section 163.01, Florida Statutes (2015), known as the "Florida Interlocal Cooperation Act of 1969," as amended, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and to thereby provide services and facilities which will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the "Florida Interlocal Cooperation Act of 1969" permits public agencies as defined herein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 163.3171(3), F.S., authorizes municipalities and counties to jointly enter into agreements to exercise the powers granted to the county and the municipalities pursuant to Chapter 163, Part II, the Local Government Planning and Land Development Regulation Act; after each government conducts a public hearing with due public notice; and

WHEREAS, Chapter 171, Part II, F.S., as amended, establishes the Interlocal Service Boundary Agreement process as a flexible, joint planning option for counties and municipalities to cooperatively adjust municipal boundaries while planning for service delivery and land use changes; and

WHEREAS, the Board of County Commissioners entered into an Interlocal Service Boundary Agreement with the City of Lake Worth by Ordinance 2015-037; and

WHEREAS, it has been determined by the City and by the County that the parcels to be annexed via this interlocal Agreement meet the requirements set out in the Interlocal Service Boundary Agreement adopted in 2015 and requirements set out in Section 171.046, Florida Statutes (2015), as such enclaves are developed or are improved, are ten (10) acres or less in size, and are completely surrounded by the City or are surrounded by the City and a natural manmade obstacle that allows passage of vehicular traffic to the enclaves only through the City; and

WHEREAS, the County and the City agree that the parcels to be annexed via this Interlocal Agreement is subject to the Land Use Atlas of the Palm Beach County Comprehensive Plan and County zoning and subdivision regulations until the City adopts a

comprehensive plan amendment to include the parcels to be annexed in the comprehensive plan.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose

The purpose of the Agreement is to allow annexation by the City of Lake Worth of certain unincorporated enclaves which are identified in Exhibit "A" attached hereto and made a part hereof:

Section 2. Definitions

The following definition shall apply to this Agreement:

1. The term "enclave" shall be defined as set forth in Section 171.031(13) (a) and (b), Florida Statutes (2015).

2. "Act" means Part 1 of Chapter 163, Florida Statutes (2015).

3. "Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

Section 3. Annexation

The unincorporated enclaves identified in Exhibit "A", which is attached hereto and made a part hereof, are hereby annexed into and are included in the corporate boundaries of the City of Lake Worth.

Section 4. Annexation of Rights-of-Way

Palm Beach County hereby consents to the annexation of the right-of-way segments identified in Exhibit "B" into the corporate boundaries of the City of Lake Worth.

Section 5. Transfer of Ownership and Maintenance Responsibility of Rights-of-Way identified in Exhibit "C"

Approval of this interlocal agreement by both parties constitutes mutual agreement by the City and County pursuant to Section 335.0415, Florida Statutes (2015), to the transfer of the responsibility for ownership, operation and maintenance of the right-of-way segments identified in Exhibit "C" from the County to the City. Such transfer shall occur upon the effective date of the annexation of the right-of-way segments identified in Exhibit "C".

Section 6. Effective Date

This agreement shall take effect upon execution by both parties.

Section 7. Filing

Upon execution by both parties, a certified copy of this agreement shall be filed with the Clerk of Circuit Court in and for Palm Beach County.

Section 8. Notification

The City hereby acknowledges that is has provided written notice to all owners of real property located in the enclaves identified in Exhibit “A” whose names and addresses are known by reference to the latest published ad valorem tax records of the Palm Beach County Property Appraiser. The written notice described the purpose of the Interlocal Agreement and stated the date, time, and place of the meeting of the City Council of the City of Lake Worth where this Interlocal Agreement is to be considered for adoption. The written notice also indicated the name and telephone number of the Palm Beach County staff person to contact regarding the date, time and place when the Board of County Commissioners is to consider the adoption of this Interlocal Agreement.

Section 9. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 10. Severability

In the event any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

Section 11. Entire Agreement & Counterparts

This Agreement represents the entire understanding between the parties, concerning the subject, and supersedes all other negotiations, representation, or agreements, either written or oral, relating this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

ATTEST:

CITY OF LAKE WORTH
By City Commission

By: _____
Pamela J. Lopez, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFIENCY

By: _____
Glen Torcivia, City Attorney

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock
Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Robert Banks, Chief Land Use
County Attorney

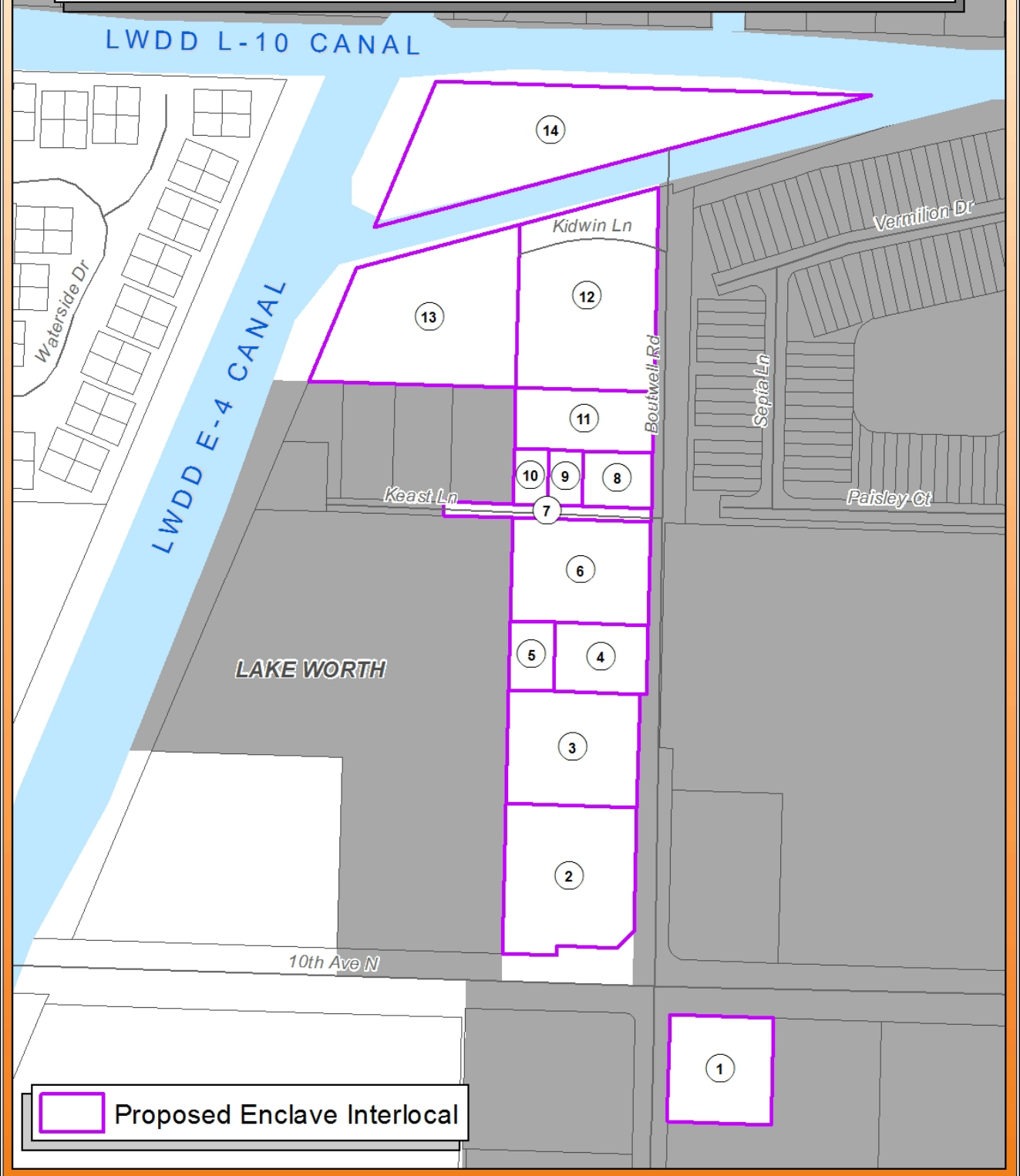
By: _____
Rebecca D. Caldwell, Executive Director
Planning, Zoning & Building

Exhibit A
Parcel within Enclave

Map ID	PCN	Address	Owner	Acres	Assessed Value	PBC Land Use	PBC Zoning	Proposed Land Use	Proposed Zoning
1	00434420010330040	2172 10TH AVE N	10TH AVENUE REALTY LLC	0.53	$632,602	CH/8	CN		
2	00434420010270040	2201 10TH AVE N	LUTZ PETROLEUM EQUIP INSTALLATIONS INC	0.91	$1,121,298	CH/8	CG		
3	00434420010270020	3185 BOUTWELL RD	GRAND SLAM TWO LLC	0.72	$646,914	CH/8	CN		
4	00434420010270010	3145 BOUTWELL RD	SUNRISE DETOXIFICATION CENTER LLC	0.31	$ 54,000	CH/8	CN		
5	00434420010270050	3161 BOUTWELL RD	PRAESUM HEALTHCARE SERVICES	0.15	$ 26,000	CH/8	CN		
6	00434420010270030	3141 BOUTWELL RD	POWELL CHRISTOPHER	0.69	$ 74,400	HR/8	RH		
7	00434420010040020	KEAST LN	BARKER K R TR	0.14	$ -	HR/8	RH		
8	00434420010040090	3113 BOUTWELL RD	GARCIA ABEL	0.18	$ 38,216	HR/8	RH		
9	00434420010040100	2219 KEAST LN	ROMANO JEREMIAH &	0.09	$ 50,283	HR/8	RH		
10	00434420010040110	2221 KEAST LN	WEBB DEREK &	0.09	$ 67,032	HR/8	RH		
11	00434420010040050	3097 BOUTWELL RD	ROMANO RODNEY ZACHARIAH &	0.40	$ 77,740	HR/8	RH		
12	00434420010040070	3058 BOUTWELL RD	ROMANO LYNNETTE A	1.22	$146,248	HR/8	RS		
13	00434420010040040	2240 KIDWIN LN	FOGEL MICHAEL N EST	1.20	$188,579	HR/8	RS		
14	00434420010030020	3015 BOUTWELL RD	SMITH PATRICIA K &	1.55	$149,126	HR/8	AR		

Lake Worth Park of Commerce

Interlocal Service Boundary Agreement Area



Revision Date: 7/26/2013
Contact: Dale Whitfield
Filename: N:/DM/LWPOC/2013/

Note: Map is not official, for presentations purposes only.

0 100 200 300 Feet

Planning, Zoning & Building
2300 N Jog Rd
West Palm Beach, FL 33411
Phone (561) 233-5300

Exhibit B
Right-of-Way Segments To Be Annexed

Rights-of-Way	Segment
Keast Ln	Entire segment from Boutwell Road, west to dead end
Kidwin Ln	Entire segment from Boutwell Road, west to dead end
10th Avenue North	From the West line of the East 220' of Tract 27 of Model Land Co. Subdivision easterly to the West right-of-way for Boutwell Road

Exhibit C
Right-of-Way Segments Operated and Maintained by the County
For which ownership and maintenance will be transferred to the City

Rights-of-Way	Segment
None	**None**