



**AGENDA  
CITY OF LAKE WORTH  
CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, SEPTEMBER 20, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:** On behalf of Commissioner Ryan Maier
- 3. PLEDGE OF ALLEGIANCE:** Led by Commissioner Andy Amoroso
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. Palm Beach Sheriff's Office Community Police update
  - B. Community Redevelopment Agency update
  - C. City Recreation Board update
- 6. COMMISSION LIAISON REPORTS AND COMMENTS:**
- 7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
- 8. PUBLIC HEARINGS:**
  - A. Resolution No. 42-2016 - Second Public Hearing - establish the Fiscal Year 2016-2017 final general City millage rate
  - B. Resolution No. 43-2016 - Second Public Hearing - adopt the Fiscal Year 2016-2017 final City budget
  - C. Ordinance No. 2016-25 - Second Reading and Public Hearing - amend jurisdiction and applicability to the Land Development Regulations
  - D. Ordinance No. 2016-26 - Second Reading and Public Hearing - designate the restricted/committed/assigned fund balances for Fiscal Year 2016 in accordance with GASB 54

**9. APPROVAL OF MINUTES:**

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

- A. Task Order No. 11 for Construction Management and Administrative services and two amendments to agreements with Baxter & Woodman, Inc. dba Mathews Consulting
- B. Agreement with B&B Underground Construction, Inc. for the 8th Avenue South Watermain Improvements project
- C. Interlocal Agreement with the Town of South Palm Beach for maintenance of a lift station
- D. Task Order No. 4 with Kimley-Horn and Associates, Inc. to provide transportation and traffic professional services
- E. Agreement with W. Craig Lawson, P.A. for legal services
- F. Accepting the Proposal for Insurance Coverage submitted by Public Risk Insurance Agency (PRIA)
- G. Settlement and General Release Agreement with Belki Hernandez
- H. Ratify a board member to the Electric Utility Advisory Board

**11. UNFINISHED BUSINESS:**

**12. NEW BUSINESS:**

- A. Ordinance No. 2016-27 - First Reading - adopt the County's curbstoning ordinance and schedule the public hearing date for October 4, 2016
- B. Ordinance No. 2016-28 - First Reading - adopt the County's solicitation and distribution on public roads ordinance and schedule the public hearing date for October 4, 2016

**13. LAKE WORTH ELECTRIC UTILITY:**

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

**B. PUBLIC HEARING:**

**C. NEW BUSINESS:**

- 1) Notification letter to Orlando Utilities Commission (OUC) to extend the term of the purchased power agreement

**14. CITY ATTORNEY'S REPORT:**

**15. CITY MANAGER'S REPORT:**

A. October 4, 2016 - draft Commission agenda

**16. ADJOURNMENT:**

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

NOTE: ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.



**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** City Clerk

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**EXECUTIVE BRIEF**

**TITLE:**

Community Redevelopment Agency update

**SUMMARY:**

Joan Olivia, Executive Director, will update the Commission on activities that have taken place over the past several months.

**BACKGROUND AND JUSTIFICATION:**

The Agency members are responsible for formulating and implementing projects that are consistent with the Lake Worth Redevelopment Plan to assist in revitalizing and redeveloping portions of the City of Lake Worth. The members serve four-year terms. The last update provided by the Community Redevelopment Agency was on September 15, 2015.

**MOTION:**

Not applicable

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable



**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** City Clerk

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**EXECUTIVE BRIEF**

**TITLE:**

City Recreation Board update

**SUMMARY:**

Steve Haughn, Recreation Program Coordinator, will update the Commission on activities that have taken place over the past several months.

**BACKGROUND AND JUSTIFICATION:**

The Board members assist in promoting community awareness and involvement in recreation programs and initiate and assist the City in planning for future facility and program needs. The members shall consult with and advise the City Manager, Recreation Manager, and City Commission in matters affecting recreation policies, program, finances and future land or facility capital projects related to the total community recreation program and to its long-range plans. Last update from the City Recreation Board was on June 3, 2014.

**MOTION:**

Not applicable

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable



**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** Financial Services

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**EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 42-2016 - Second Public Hearing - establish the Fiscal Year 2016-2017 final general City millage rate

**SUMMARY:**

This Resolution sets the millage to fund the City's proposed Fiscal Year 2016-2017 operating budget. The final millage is 5.4945 mils.

**BACKGROUND AND JUSTIFICATION:**

The budget and property tax rate adoption process is governed by Chapter 200, Florida Statutes, which sets forth the TRIM (Truth-In-Millage) process. In Florida, properties are assessed by the County Property Appraiser; levied by each taxing entity; and, collected by the County Tax Collector. Taxing entities are required to hold two public hearings for the adoption of a property tax (millage) rate and budget. The first public hearing is advertised by the Property Appraiser mailing a TRIM notice to each property owner. Chapter 200, Florida Statutes, requires the City to:

1. The second public hearing was advertised in a newspaper of general circulation (the Palm Beach Post) along with the budget appropriation summary on September 16 which was 2 to 5 days prior to the final public hearing, on September 20, 2016 at 6:00 PM.
2. At the second public hearing, the City Commission must adopt a final millage rate and final operating budget for fiscal year 2016-2017.
3. Subsequent to the final adoption, the City must deliver the resolution adopting the final millage rate to the County Property Appraiser, the County Tax Collector, and the Department of Revenue within 3 days after the final public hearing.

For Fiscal Year (FY) 2016-2017 (the 2016 tax year), the certified taxable value of real and personal property within the City of Lake Worth increased by \$159,590,974 or 12.14%. This is the fourth increase in taxable value since the peak of the real estate market in FY 2008, prior to this year's increase taxable values had declined over 51% through FY 2014. The 12.14% is the total increase in taxable value including the CRA district.

With the inclusion of the County Fire MSTU millage 3.4581, the City's maximum available Operating Millage cannot exceed 6.5419 mills. The final millage is 5.4945 mils (or \$5.4945 per \$1,000 assessed valuation), which is 7.8347% more than the rolled-back rate of 5.0953 mils.

**MOTION:**

I move to approve/disapprove Resolution No. 42-2016 which adopts a final millage rate of 5.4945 mils for the Fiscal Year 2016-2017.

**ATTACHMENT(S):**

Rollback Rate and Millage Calculation  
Resolution

# City of Lake Worth

Change in assessed values and resulting Ad-Valorem Taxes  
Tax year 2016/ FY2017

Reviewed by e-Trim team - Dept of Revenue (State of Florida)

	<u>Assessed Value</u>		<u>Total Estimated Ad-Valorem at 95%</u>	<u>CRA Estimate</u>	<u>City Portion</u>
				<u>assessed value</u>	
Certified Final Taxable Value - 2015 after VAB closed	<b>\$1,314,968,925</b> <small>(CY DR420 line 7)</small>	as of June 30, 2016		174,142,831 <small>(CY DR420TIF line 5)</small>	1,140,826,094 <small>Formula</small>
			Adopted Millage rate 5.49450 \$6,863,842	pymt made 914,883	amt budgeted 5,971,300
Tax year 2016 estimated gross taxable value	<b>\$1,474,559,899</b> <small>(CY DR420 line 4)</small>	as of June 30, 2016		<u>assessed value</u>	
			Proposed Millage rate 5.49450 \$7,696,871	214,643,790 <small>(CY DR420TIF line 3)</small>	1,259,916,109 <small>Formula</small>
				<small>CRA TIF portion</small> 1,120,392	<small>City Portion</small> 6,576,479
<b>Estimated Ad-Valorem changes at Proposed Millage Rate</b>					
	<b>Dollars</b> \$159,590,974		\$833,029	205,509	605,179
	<b>%</b> 12.14%		12.14%	22.46%	10.13%
<b>Assessed Value changes</b>					
	<b>Dollars</b>			40,500,959	119,090,015
	<b>%</b>			23.26%	10.44%
		<small>(DR 420 - Line 16)</small>			
Calculated Roll-back rate	5.0953		Calculated Roll-back rate		
Proposed millage rate	5.4945		5.09530		
% change of roll-back rate	7.8347%		\$7,137,659	1,038,991	6,098,668
<b>Estimated Ad-Valorem changes at Roll Back Rate</b>					
			\$273,817	124,108	127,368
			3.99%	13.57%	2.13%
millage cap	10.0000		Maximum Roll-up Rate		
MSTU - PBC Fire rescue letter 6/1/2016	3.4581		6.54190		
<b>Maximum Roll-up Rate</b>	<b>6.5419</b>				
final millage rate public hearing 9/15/2015 and 9/23/2015			\$9,164,102	1,333,969	7,830,133
<b>Estimated Ad-Valorem changes at Maximum Roll-up Rate</b>					
			\$2,300,260	419,086	1,858,833
			33.51%	45.81%	31.13%

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3 RESOLUTION NO. 42-2016 OF THE CITY OF LAKE WORTH, FLORIDA, A  
4 MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING  
5 MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF  
6 LAKE WORTH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1,  
7 2016 AND ENDING SEPTEMBER 30, 2017; REPEALING ALL RESOLUTIONS  
8 AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE  
9 EFFECTIVE DATE THEREOF.

10  
11 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE  
12 CITY OF LAKE WORTH, FLORIDA, that:

13  
14 Section 1. There be and hereby is levied on all taxable property, real and  
15 personal, within the City of Lake Worth for the fiscal year beginning October 1,  
16 2016 and ending September 30, 2017, for the purpose of providing monies for  
17 the various funds of the City of Lake Worth, taxes expressed in mills upon the  
18 dollar of the assessed valuation of all property located in the City of Lake Worth,  
19 as shown upon the 2016 Tax Roll of Palm Beach County.

20  
21 Section 2. The taxes levied hereby are specifically applied and apportioned for  
22 the purposes and at the millage rates per dollar of assessed valuation as  
23 aforesaid, as follows:

- 24  
25 (a) For the General Fund for the purpose of providing money for  
26 general municipal purposes, and for the improvement and general  
27 government of said City, 5.4945 mills, \$5.4945 per \$1,000 assessed  
28 valuation; which is 7.8347% more than the rolled-back rate of 5.0953 mils.  
29

30 Section 3. The taxes above specified at the total millage rate of 5.4945 mills,  
31 \$5.4945 per \$1,000 assessed valuation, totaling the sum of \$7,696,871 (after  
32 allowance for a 5% collection allowance) are hereby specifically allocated and  
33 apportioned to the respective items for which the same are levied.  
34

35 Section 4. The taxes above specified are hereby apportioned to and levied  
36 upon and against all the taxable property, both real and personal, within the  
37 corporate limits of said City in proportion to the assessed valuation thereof as  
38 returned by the Palm Beach County Property Appraiser and as shown by the  
39 2015 Tax Assessment Roll of Palm Beach County.

40  
41 Section 5. All Resolutions or parts thereof, respectively, in conflict with this  
42 Resolution are hereby repealed.  
43

44 Section 6. This Tax Levy Resolution shall become effective upon adoption  
45 after the second public hearing on September 20, 2016.  
46

47 The passage of this Resolution on first public hearing was moved by  
48 Commissioner Amoroso, seconded by Commissioner Maier and upon being put  
49 to a vote, the vote was as follows:

50		
51	Mayor Pam Triolo	AYE
52	Vice Mayor Scott Maxwell	ABSENT
53	Commissioner Christopher McVoy	AYE
54	Commissioner Andy Amoroso	AYE
55	Commissioner Ryan Maier	AYE
56		

57 The Mayor thereupon declared this Resolution duly passed upon the first  
58 public hearing on the 13th day of September, 2016.

59  
60 The passage of this Resolution on second public hearing was moved by  
61 Commissioner \_\_\_\_\_ seconded by Commissioner \_\_\_\_\_ and upon being  
62 put to a vote, the vote was as follows:

63		
64	Mayor Pam Triolo	
65	Vice Mayor Scott Maxwell	
66	Commissioner Christopher McVoy	
67	Commissioner Andy Amoroso	
68	Commissioner Ryan Maier	
69		

70 The Mayor thereupon declared this Resolution duly passed and enacted  
71 on the 20th day of September, 2016.

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LAKE WORTH CITY COMMISSION

78 By: \_\_\_\_\_  
79 Pam Triolo, Mayor

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81 ATTEST:

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85 \_\_\_\_\_  
Pamela J. Lopez, City Clerk

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**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** Financial Services

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**EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 43-2016 - Second Public Hearing - adopt the Fiscal Year 2016-2017 final City budget

**SUMMARY:**

The Resolution provides for the final Fiscal Year 2016-2017 City Budget.

**BACKGROUND AND JUSTIFICATION:**

In accordance with the City's code of ordinances and Florida Statutes, the FY 2016-2017 Final Annual Budget for the City of Lake Worth is hereby submitted. Expenditures in the Final FY 2016-2017 Annual Operating Budget total \$171,869,270 for all City funds. Attached to this item is a schedule of expenditures by fund. The proposed budget can be viewed in its entirety by visiting the City's website at <http://www.lakeworth.org/city-hall/finance>.

The Final FY 2016-2017 Annual Operating Budget contains program changes relating to building City operations that will help push forward economic recovery.

Highlights of the FY 2016-2017 budget are:

- No change in the General Fund millage rate of 5.4945 mils
- Use of approximately \$365,287 of General Fund available fund balance
- No change in Electric Utility rates
- Increase in Local Sewer rates of 3% to offset increased capital projects costs related to the East Central Regional (ECR) Facility.
- Increase in Water rates of 2.75% to offset capital projects costs including the 2" watermain replacement.
- Contract with the PBSO for five (5) additional Deputy Sheriffs
- No changes to Sanitation and Stormwater rates
- No changes to parking rates

The City Commission has held four budget workshops, including Financial Modelling by Burton & Associates Consultants over a four month time frame. The City's FY 2016-2017 operating budget has been balanced and is submitted for approval.

**MOTION:**

I move to approve/not approve Resolution No. 43-2016 on second public hearing to adopt the final Fiscal Year 2016-2017 annual operating budget of the City of Lake Worth.

**ATTACHMENT(S):**

Budget Summary of Revenues and Expenditures  
Resolution

**City of Lake Worth**  
**FY 2017 Proposed Budget Summary**  
**Reports Produced - August 30th 2016**

<b><u>Fund #</u></b>	<b><u>Fund Name</u></b>	<b><u>Revenues</u></b>	<b><u>Expenditures</u></b>	<b><u>Variance</u></b>
001	General Fund	33,371,329	\$ 33,371,329	\$ -
103	Building Permit	1,048,159	928,319	119,840
140	Beach Fund	3,686,080	3,686,080	-
160	Code Remediation	390,600	390,600	-
170	Road Improvement	619,234	523,481	95,753
180	Grant Fund	840,139	840,139	-
190	Beautification Fund	1,425	1,425	-
195	Utility Conservation	-	90,110	(90,110)
401	Electric	62,528,474	62,528,474	-
402	Water	22,516,135	22,516,135	-
403	Local Sewer	8,172,463	8,172,463	-
404	Golf Fund	1,158,535	1,126,842	31,693
405	Regional Sewer	7,282,628	6,942,400	340,228
406	Regional Sewer R/R	297,723	115,000	182,723
408	Stormwater	2,019,517	2,019,517	-
410	Refuse	5,877,020	5,877,020	-
510	Information Technology	1,359,541	1,359,541	-
520	Self Insurance	12,279,954	12,279,954	-
530	Garage	1,014,220	1,014,220	-
540	Employee Benefits	8,297,430	8,086,221	211,209
605	Simpkin Trust	-	-	-
607	Library Trust	-	-	-
			<b>Total Budget</b>	
			<b>\$ 171,869,270</b>	

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3 RESOLUTION NO. 43-2016, A GENERAL APPROPRIATION RESOLUTION OF  
4 THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE  
5 OF FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR  
6 ITS NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF  
7 THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL  
8 YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017;  
9 PROVIDING FOR THE EFFECTIVE DATE THEREOF.

10  
11 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE  
12 CITY OF LAKE WORTH, FLORIDA, that:

13  
14 Section 1. As hereinafter stated in this Resolution, the term "fiscal year" shall  
15 mean that period of time beginning October 1, 2016 and ending and including  
16 September 30, 2017.

17  
18 Section 2. The funds and available resources and revenues, as set out in the  
19 City of Lake Worth Approved Budget, are hereinafter incorporated by reference,  
20 be, and the same hereby are, appropriated to provide the monies to be used to  
21 pay the necessary operating and other expenses of the respective funds and  
22 departments of the City of Lake Worth for the above described fiscal year.

23  
24 Section 3. Sums hereinafter incorporated by reference listed as operating and  
25 other uses or expenses of the respective funds and departments of the City be,  
26 and the same hereby are, appropriated and shall be paid out of the revenues  
27 herein appropriated for said fiscal year.

28  
29 Section 4. The revenues and the expenses for which appropriations are  
30 hereby made, all set forth above, shall be as follows:

31  
32 As set out in the City of Lake Worth Approved Budget as on  
33 file in the Office of the City Clerk of the City of Lake Worth.

34  
35 Section 5. The sums hereinbefore incorporated by reference based upon  
36 departmental estimates prepared by the City Manager, shall be, and the same  
37 hereby are, fixed and adopted as the budget for the operation of the City of Lake  
38 Worth government and its other enterprises for the fiscal year beginning October  
39 1, 2016. Expenditures in the Final FY 2016-2017 Annual Operating Budget total  
40 \$171,869,270 for all City funds.

41  
42 Section 6. The City of Lake Worth adopts the provisions of Chapter 200,  
43 Florida Statutes, which provides for the expenditures of monies for the fiscal year  
44 based upon the final budget approved by the City Commission of the City of Lake  
45 Worth.

46  
47 Section 7. This Resolution shall become effective immediately upon adoption  
48 after the second public hearing on September 20, 2016.

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50 The passage of this Resolution on first public hearing was moved by  
51 Commissioner Amoroso, seconded by Commissioner Maier, and upon being put  
52 to a vote, the vote was as follows:

53		
54	Mayor Pam Triolo	AYE
55	Vice Mayor Scott Maxwell	ABSENT
56	Commissioner Christopher McVoy	AYE
57	Commissioner Andy Amoroso	AYE
58	Commissioner Ryan Maier	AYE
59		

60 The Mayor thereupon declared this Resolution duly passed upon the first  
61 public hearing on the 13th day of September, 2016.

62  
63 The passage of this Resolution on second public hearing was moved by  
64 Commissioner \_\_\_\_\_ seconded by Commissioner \_\_\_\_\_, and upon being put  
65 to a vote, the vote was as follows:

66		
67	Mayor Pam Triolo	
68	Vice Mayor Scott Maxwell	
69	Commissioner Christopher McVoy	
70	Commissioner Andy Amoroso	
71	Commissioner Ryan Maier	
72		
73		

74 The Mayor thereupon declared this Resolution duly passed and enacted  
75 on the 20th day of September, 2016.

76  
77 LAKE WORTH CITY COMMISSION

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79  
80 By: \_\_\_\_\_  
81 Pam Triolo, Mayor

82  
83 ATTEST:

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86 \_\_\_\_\_  
87 Pamela J. Lopez, City Clerk  
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**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-25 – Second Reading – amend jurisdiction and applicability to the Land Development Regulations

**SUMMARY:**

The Ordinance provides for a violation or for any non-compliance to be subject to the City's code compliance process as well as any other legal action.

**BACKGROUND AND JUSTIFICATION:**

The proposed amendment provides a clear and predictable mechanism to ensure that conditions of approval associated with development are maintained and are adhered to. Although it has been common practice that violation of conditions of approval leads to code compliance violation, this amendment makes it clearer that violation of, or non-compliance with, any condition placed on any permit or any approval given to any development or project by a board or administratively shall be deemed a violation of the Code and shall be subject to the City's code compliance process.

On August 3, 2016, at its regularly scheduled meeting, the Planning & Zoning Board discussed the proposed amendments to the Land Development Regulations (LDR) and voted 6-0 to recommend approval to the City Commission.

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

The City Commission approved the ordinance on first reading at the September 6, 2016, Commission meeting.

**MOTION:**

I move to approve/disapprove Ordinance No. 2016-25 on second reading.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
P&Z Board and HRPB Staff Reports  
Ordinance



**Lake Worth, Florida. The Art of Florida Living.<sup>sm</sup>**

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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

DATE: July 27, 2016

TO: Members of the Planning & Zoning Board and  
Historic Resources Preservation Board

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

SUBJECT: **PZB/HRPB Project Number 16-03100001**: Consideration of recommendation to the City Commission concerning a proposed amendment to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

Meeting Date: August 3, 2016

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**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 amendment, staff is proposing to amend the following sections: Article 1 – General Provisions, Division 1, “Generally”, Section 23.1-4 – Jurisdiction and applicability.

As such, Staff is proposing this amendment as a solution to some of as aspect confronted during last year. The proposed amendment also will go before the Historic Resources Preservation Board (HRPB) next week at its regularly scheduled meeting of August 10, 2016. The first hearing of the ordinance before the City Commission is tentatively scheduled for next regularly scheduled meeting available.

**POTENTIAL MOTION:**

I MOVE TO RECOMMEND/NOT RECOMMEND DENY PZB/HRPB 16-03100001: 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).

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ORDINANCE NO. 2016-25 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23, "LAND DEVELOPMENT REGULATIONS", ARTICLE 1, "GENERAL PROVISIONS", DIVISION 1, "GENERALLY", SECTION 23.1-4, "JURISDICTION AND APPLICABILITY" TO CLARIFY THAT NON-COMPLIANCE WITH CONDITIONS PLACED ON A DEVELOPMENT PROJECT SHALL BE DEEMED A VIOLATION OF THIS CODE AND SHALL BE SUBJECT TO THE CITY'S CODE COMPLIANCE PROCESS; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, 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 Commission wishes to clarify that non-compliance with conditions placed on a development project shall be deemed a violation of this Code and shall be subject to the City's code compliance process; and

WHEREAS, the City Commission has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the City to adopt this ordinance.

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, "Land Development Regulations", Article 1, "General Provisions", Division 1, "Generally", Section 23.1-4, "Jurisdiction and applicability" is hereby amended as follows:

**Sec. 23.1-4. - Jurisdiction and applicability.**

- a) These regulations shall govern the development and use of land, buildings and structures within the corporate limits of the city.
- b) No building, structure, water or land shall be used or occupied, and no building, structure or land shall be developed unless in conformity with all of the provisions of the zoning district in which it is located, all other applicable regulations and all development approvals.
- c) The minimum yards and other open spaces, including the intensity of use provisions contained in these LDRs for each building erected, added on to, reconstructed or structurally altered subsequent to the enactment of these LDRs shall not be encroached upon or considered as in compliance with yard or open space requirements or intensity of use requirements for any other building or adjoining building.

- 50 d) Every building erected subsequent to the enactment of these LDRs  
51 shall be located on a lot duly platted in accordance with city  
52 ordinances. Alterations or improvements to existing structures are  
53 exempt from this requirement.  
54
- 55 e) Except where otherwise specified, the provisions of these LDRs shall  
56 be construed to mean minimum or maximum standards, as applicable.  
57
- 58 f) Any violation of any portion of Chapter 23 or any violation or non-  
59 compliance with any condition placed on any permit or any approval  
60 given to any development or project by a board or administratively shall  
61 be deemed a violation of this Code and shall be subject to the City's  
62 code compliance process as well as any other legal action available to  
63 the City including but not limited to injunctive relief.  
64

65 Section 3. Severability. If any section, subsection, sentence, clause, phrase  
66 or portion of this Ordinance is for any reason held invalid or unconstitutional by  
67 any court of competent jurisdiction, such portion shall be deemed a separate,  
68 distinct, and independent provision, and such holding shall not affect the validity  
69 of the remaining portions thereof.  
70

71 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in  
72 conflict herewith are hereby repealed to the extent of such conflict.  
73

74 Section 5. Codification. The sections of the ordinance may be made a part of  
75 the City Code of Laws and ordinances and may be re-numbered or re-lettered to  
76 accomplish such, and the word "ordinance" may be changed to "section",  
77 "division", or any other appropriate word.  
78

79 Section 6. Effective Date. This Ordinance shall become effective on ten (10)  
80 days after passage.  
81

82 The passage of this Ordinance on first reading was moved by Vice Mayor  
83 Maxwell, seconded by Commissioner Amoroso, and upon being put to a vote, the  
84 vote was as follows:  
85

86	Mayor Pam Triolo	AYE
87	Vice Mayor Scott Maxwell	AYE
88	Commissioner Christopher McVoy	AYE
89	Commissioner Andy Amoroso	AYE
90	Commissioner Ryan Maier	AYE

91  
92 The Mayor thereupon declared this Ordinance duly passed on first reading  
93 on the 6<sup>th</sup> day of September, 2016.  
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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 20<sup>th</sup> day of September, 2016.

LAKE WORTH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk



**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** Finance

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**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-26 - Second Reading and Public Hearing - designate the restricted/committed/assigned fund balances for Fiscal Year 2016 in accordance with GASB 546

**SUMMARY:**

Annually the City Commission must formally designate fund balances in certain funds to be used only for the purpose of that fund. This requirement is contained in Governmental Accounting Standards Board (GASB) Statement Number 54, and is a part of the Generally Accepted Accounting Principles that the City must adhere to. This Ordinance seeks to designate certain fund balances as **Committed** fund balances.

**BACKGROUND AND JUSTIFICATION:**

**Summary of Statement No. 54**

***Fund Balance Reporting***

The objective of this Statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. This Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

The classifications are:

***Nonspendable***, such as fund balance associated with inventories and fixed assets.

The ***restricted*** fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

The ***committed*** fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. For the City this level is the City Commission **by ordinance**.

Amounts in the ***assigned*** fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed.

***Unassigned*** fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications.

**MOTION:**

I move to approve/disapprove Ordinance No. 2016-26 on second reading to designate the Committed Fund Balances for Fiscal Year 2016 in accordance with GASB 54.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Ordinance

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ORDINANCE NO. 2016-26 OF THE CITY OF LAKE WORTH, FLORIDA, ESTABLISHING COMMITTED FUND BALANCES; DESIGNATING THE CITY MANAGER TO ASSIGN FUND BALANCES IN ACCORDANCE WITH THE CITY OF LAKE WORTH CODE; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the Government Accounting Standards Board (GASB) issued Statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions" ("GASB #54"); and

WHEREAS, GASB #54 requires a new stratification of the City's governmental fund balances; and

WHEREAS, the new categories of fund balance are: non-spendable, restricted, committed, assigned and unassigned; and

WHEREAS, GASB #54 requires that the City Commission designate fund balances as committed fund balances (or fund types if actual fund balance is not known) by September 30, 2016 or prior thereto; and

WHEREAS, the City Commission can designate the City Manager to assign fund balances in accordance with Budget Authority of the City Manager under the City of Lake Worth Code of Ordinances.

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

Section 1. The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated in this Ordinance.

Section 2. The City of Lake Worth Commission further commits the fund balances of the funds listed in Attachment 1, which is attached hereto and incorporated herein.

Section 3. The City of Lake Worth Commission designates the City Manager as the responsible individual to assign fund balances in accordance with the authority of the City Manager under the City of Lake Worth Code of Ordinances.

Section 4. This Ordinance shall become effective ten (10) days after passage.

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The passage of this Ordinance on first reading was moved by Vice Mayor Maxwell, seconded by Commissioner Maier, 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 6<sup>th</sup> day of September 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 22nd day of September, 2016.

CITY OF LAKE WORTH, FLORIDA

\_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

**ATTACHMENT 1**

**Committed Fund Balance**

Amounts that can be used only for specific purposes as determined by a formal action (Resolution, or Ordinance) of the City Commission, the City's highest level of decision making authority. Commitments may be changed or lifted only by the City Commission taking the same formal action (Resolution, or Ordinance) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements may be reported in this category. The following will be classified as committed fund balance.

**Special Revenue Funds**

**Beach**

The City will commit that portion of the fund balance derived from the parking meters, parking fines, pier fees, and rentals and the interest there on, for the operations of the beach, pier, pool, beach parking and casino building.

**Utility Conservation**

The City will commit that portion of the fund balance received from the surcharge on the utility bills and the interest there on, to provide conservation activities.

**Parking Improvement**

The City will commit that portion of the fund balance as stated in the City Code, Section 21.21.01-13 and received from interest there on, for the parking lot maintenance, striping and improvements.

**Beautification Fund**

The City will commit that portion of the fund balance as stated in the City Code, Section 23.21.13.12 and received from interest there on, for the preservation, maintenance, relocation or restoration of tree ecosystems on public and private land within the city limits.

**Foreclosure Fund**

The City will commit that portion of the fund balance as stated in the City Code, Section 2 and Commission action on 08/03/2004, interest there on, and other transfers into the fund for the cost associated code compliance functions, acquiring, maintaining and selling foreclosed properties.

126 **Simpkin Trust**

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128 The City will commit that portion of the fund balance as stated in the City Code,  
129 Section 13.5 and received from interest there on, for library expenditures.

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131 **Library Endowment Fund**

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133 The City will commit that portion of the fund balance as stated in the City Code,  
134 Section 13.5 and received from interest there on, for library expenditures.

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136 **Library Trust**

137

138 The City will commit that portion of the fund balance as stated in City Code,  
139 Section 13.5, received from the sale of surplus books/materials and interest there  
140 on, for library expenditures.

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142 **Golf**

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144 The City will commit that portion of the fund balance received from the operations  
145 of the golf course, pro shop and restaurant and the interest there on, for the  
146 operations of the golf course, pro shop and restaurant.

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**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Amendments to City Agreements and Task Order No. 11 with Mathews Consulting

**SUMMARY:**

This item includes the following with Mathews Consulting:

- 1) Amendments to two (2) City agreements to assign the agreements from Mathews Consulting, Inc., to Baxter & Woodman, Inc., d/b/a Mathews Consulting; and,
- 2) Task Order No. 11 for construction management and administrative services for the 8<sup>th</sup> Avenue South Watermain project by Baxter & Woodman, Inc., d/b/a Mathews Consulting.

**BACKGROUND AND JUSTIFICATION:**

On July 1, 2014, the City and Mathews Consulting, Inc., entered a professional services agreement to provide certain engineering services on a Task Order basis. On January 8, 2014, the City and Mathews Consulting, Inc., entered into a separate agreement on for services for the Park of Commerce Project. Mathews Consulting, Inc., has merged with Baxter & Woodman, Inc., In order to assign these agreements to Baxter & Woodman, Inc., d/b/a/ Mathews Consulting, an amendment for each of the aforementioned agreements is being submitted for approval.

The Water Utilities Department identified a lack of fire protection along the unimproved right of way on 8<sup>th</sup> Avenue South. To address the issue, the Department procured a project design to add fire hydrant coverage in this area and to provide an additional watermain loop to the distribution system for redundancy. The City solicited bids from contractors for the construction of the project under IFB No. 16-113 and received four bids. B&B Underground Construction, Inc., is the recommended contractor to construct the project whose contract is included as a separate agenda item. The City requested a proposal from Mathews Consulting to provide construction management and administrative services during the construction of the project. Task Order No. 11 represents Mathews Consulting's proposal for construction management and administration services for a total cost of \$33,950. Task Order No. 11 is proposed for approval under the name "Baxter & Woodman, Inc. d/b/a/ Mathews Consulting".

**MOTION:**

I move to approve/disapprove the amendments to the two (2) agreements with Mathews Consulting, Inc., (to assign the same to Baxter & Woodman, Inc., d/b/a/ Mathews Consulting) and to approve/disapprove Task Order No. 11 with Baxter & Woodman, Inc. d/b/a/ Mathews Consulting for a total amount of \$33,950.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Task Order No. 11

First Amendment to the Professional Services Agreement

Third Amendment to the Professional Services Agreement

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$33,950	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	\$33,950	0	\$0	\$0	\$0

No. of Additional Full-Time Employees	0	0	0	0	0
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B. Recommended Sources of Funds/Summary of Fiscal Impact:

The funds have been identified in the FY2016 Capital Improvement Plan budget from account 402-7034-533.63-60

Utilities/Water Distribution							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Balance	Agenda Item Expenditures	Remaining Balance
402-7034-533.63-60	Water Distribution	MP 0401	\$2,134,158	\$1,744,158	\$80,535.11	-\$33,950	\$46,585.11

C. Department Fiscal Review: \_\_\_BS\_\_\_

Brian Shields –Director  
 Clyde Johnson - Finance  
 Marie Elianor - Finance  
 Christy Goddeau – City Attorney  
 Michael Bornstein – City Manager

# Task Order No. 11

## City of Lake Worth – 8<sup>th</sup> Avenue South Water Main Construction Management Services

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### A. BACKGROUND

The City of Lake Worth has entered into an engineering consulting services agreement entitled “Standard Professional Consulting Services Agreement, Awarded per RFQ 12-13-302” with Baxter & Woodman, Inc., d/b/a/ Mathews Consulting, a Baxter & Woodman Company (“MC”) on the 1st day of July, 2014 (the “Agreement”). This Consultant Services Authorization (“CSA”) shall be performed under the terms and conditions described in that Agreement.

### B. PROJECT DESCRIPTION

The City of Lake Worth has recently completed design of a new 8-inch water main to be located within the unpaved right-of-way of 8<sup>th</sup> Avenue South. The new water main is intended to increase water pressure and fire protection to the community surrounding the proposed water main extension. The City has chosen to retain Mathews Consulting (MC) to provide construction management and administration services during construction of the project.

### C. SCOPE OF SERVICES

The general administration services during construction of the 8<sup>th</sup> Avenue South Water Main Improvements Project shall include the following tasks:

#### Task 1 Preconstruction Conference

MC shall attend a preconstruction conference meeting with representatives of CITY, contractor and major subcontractors for the construction contract. MC shall prepare, in writing, minutes of conference meeting.

#### Task 2 Submittal Review

MC shall review and process shop drawings, samples, schedules, certifications and any other data which the construction contractor is required to submit. The review will be for conformance with the design concept and compliance with the construction contract documents. MC will submit reviewed shop drawings/submittals to CITY for their records. These services include the review of up to fifty (50) submittals. Any rejected shop drawing will only be reviewed once following revision by the contractor for compliance with the Construction Documents.

#### Task 3 Pay Estimate and Schedule Review

Based on onsite observations as an experienced and qualified design professional and on review of Contractor applications for payment and accompanying data and schedules, MC shall determine the

amounts owing to the Contractor and recommend, in writing, payments to Contractor in such amounts. MC shall provide review of stored materials items and invoices as required. This also includes monitoring the construction schedule monthly and reporting to the CITY conditions which may cause delay in completion.

#### **Task 4 Construction Clarifications**

MC shall respond in writing to Contractor's Request for Information (RFI) regarding design documents during the estimated 100 day construction period. MC shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. Those interpretations will be rendered and a response prepared and submitted to the Contractor within 3 to 5 working days. This task assumes a maximum of 20 RFIs for the project.

#### **Task 5 Review Change Orders**

MC shall provide services in connection with preparing change orders to reflect changes to the construction project, limited to minor changes requested by Contractor. Analysis of major design modifications, including the preparation of significant Drawing revisions, are not included, and may require additional authorization.

#### **Task 6 Progress Meetings**

MC shall conduct monthly construction progress meetings (estimated 3 meetings) to be held at an acceptable location and provide a written summary of the issues discussed.

#### **Task 7 Certification of Construction Completion**

MC shall certify to the Palm Beach County Health Department based on the visible project features, MC's periodic inspections, that the project was constructed in accordance with the plans and specifications submitted in the permit applications. Task assumes one (1) clearance package will be submitted.

#### **Task 8 Substantial and Final Inspections**

MC shall conduct a substantial and final inspection with the CITY and Contractor to determine if the project has been completed in accordance with the contract documents and if the construction contractor has fulfilled his obligations there under. A punch-list will be prepared for each inspections (substantial and final) for the project. MC shall recommend, in writing, final acceptance of the work to the CITY. The CITY may, at CITY's option proceed to make final payment to the construction contractor.

#### **Task 9 Resident Project Representative Services**

The Construction Inspections phase services to be provided by MC include the following:

1. Provide a Construction Inspector to provide periodic inspections (4 hrs/day) during the construction of the work from NTP to Substantial Completion for a total period not-to-exceed 80 calendar days (57 working days) for a total of 228 hours for the construction contract. Activities performed under this task consist of furnishing a Construction Inspector during the construction of the project, to observe the performance of the work of the Contractor, who will:

- Serve as MC's liaison with construction contractor, working principally through the contractor's construction manager and assist him in understanding the intent of the contract documents.
  - Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the contract documents and that completed work conforms to the contract documents. Report, in writing, whenever MC believes that work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.
  - Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to CITY.
  - Consider and evaluate construction contractor's suggestions for modifications in drawings or specifications and report them to CITY, in writing. MC shall make recommendation for action by the CITY.
  - Review Contractor As-Built information on a monthly basis to confirm updates are being made.
  - Review all Contractor density test results performed by Professional Geotechnical Company.
  - Observe all flushing and pressure testing of the water main.
2. Review work progress at key steps to allow certifications to the PBCHD that work was completed in substantial conformance with the Contract Documents and Permits.

#### *LIMITATIONS OF AUTHORITY*

Except upon written instructions of Engineer, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not participate in specialized field or laboratory tests.

## D. ASSUMPTIONS

In addition to the work items discussed above, the following assumptions were made in establishing the scope of this Contract and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the contract. Assumptions include:

1. MC assumes construction duration in the field of 80 calendar days to Substantial Completion and 100 calendar days to Final Completion. MC shall provide periodic inspections for 4hrs/day (total of 228 hours). CITY will provide inspector to oversee construction periodically during the hours that MC is not on the project site.
2. Contractor shall be responsible for preparing Record Drawings.
3. Bidding services are not included with this Task Order.

## E. ADDITIONAL SERVICES

The following are examples of some specific Additional Services Items that may be required, but are not included within the Contract. Generally, a condition contrary to the work description in Section C (upon which the design fee is based) is considered an Additional Services Item. Examples include:

1. Additional services beyond the Not-to-Exceed budget established in Section G.
2. Bidding Services.

These and other services can be provided, if desired by the CITY, under separate Proposal(s) or by an amendment to this Proposal. Services performed will be on an as-directed basis in accordance with a written Notice to Proceed from the CITY.

## F. PROJECT SCHEDULE

Task	Task Completion Duration	Cumulative Completion from NTP
Construction Administration Tasks 1 – 9.	100 calendar days	100 calendar days
Total:	100 calendar days	100 calendar days

## G. FEE PROPOSAL

Fee proposal for the tasks listed above is as follows and is detailed in Attachment 1:

<b>Task</b>	<b>Engineering Fee (Not to Exceed)</b>
Construction Management Task 1 - 9	\$32,400.00
Reimbursable Expenses	\$1,550.00
<b>Total:</b>	<b>\$33,950.00</b>

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF LAKE WORTH, FLORIDA

By: \_\_\_\_\_  
*Pam Triclo, Mayor*

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:  
By: \_\_\_\_\_  
Christy Goddeau  
City Attorney

*Bar 8/22/16*

\_\_\_\_\_  
Date

*8-22-16*

BAXTER & WOODMAN, INC., d/b/a Mathews Consulting, a Baxter & Woodman Company

By: \_\_\_\_\_  
Rene L. Mathews, P.E.  
Vice President

\_\_\_\_\_  
Date

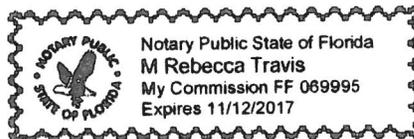
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of August, 2016, by Rene Mathews, Vice President, of Baxter & Woodman, an Illinois Corporation, on behalf of the corporation, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public:  
*M. Rebecca Travis*

Print Name: M. Rebecca Travis

My commission expires: 11/12/17



## ATTACHMENT 1

*8th Avenue South Water Main Construction Management Services*  
**Budget Summary for Mathews Consulting, Inc.**

Task No.	Task Description	Labor Classification and Hourly Rates								Sub-Consultant Services
		Principal \$160.00	Senior Engineer II \$150.00	Engineer I \$117.00	Sr. Engineering Technician \$108.00	Sr. Construction Inspector \$110.00	Construction Inspector \$90.00	Clerical \$70.00	Total Labor	
	<b>Construction Administration Services</b>									
1	Preconstruction Conference	1				4			\$600.00	
2	Submittal Review	2				25	20		\$4,470.00	
3	Pay Estimate/Schedule Review	1				8			\$1,040.00	
4	Construction Clarifications	2				10			\$1,420.00	
5	Review Change Orders	2				10			\$1,420.00	
6	Progress Meetings	1				9			\$1,150.00	
7	Certification of Construction Completion		2			4			\$740.00	
8	Substantial and Final Inspections	1				8			\$1,040.00	
9	RPR Inspections						228		\$20,520.00	
	<b>Subtotal Task 1-9</b>	<b>10</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>78</b>	<b>228</b>	<b>20</b>	<b>\$32,400.00</b>	<b>\$0.00</b>
	Labor Subtotal Hours	10	2	0	0	78	228	20		\$0.00
	Labor Subtotal	\$1,600.00	\$300.00	\$0.00	\$0.00	\$8,580.00	\$20,520.00	\$1,400.00	\$32,400.00	
	<b>Labor Total Costs</b>	<b>\$32,400.00</b>								
	Subconsultant Costs Total	0.00								
	Reimbursables	1,550.00								
	<b>Project Total</b>	<b>33,950.00</b>								

**FIRST AMENDMENT TO THE PROFESSIONAL CONSULTING SERVICES AGREEMENT**

**THIS FIRST AMENDMENT TO THE PROFESSIONAL CONSULTING SERVICES AGREEMENT** (“Amendment” hereinafter) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the **City of Lake Worth**, Florida, a municipal corporation (“City” hereinafter), with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **Baxter & Woodman, Inc., d/b/a Mathews Consulting, a Baxter & Woodman Company (as the successor after merger with Mathews Consulting, Inc.)**, whose mailing address is 477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida, 33401.

**WHEREAS**, on July 1, 2014, the City and Mathews Consulting, Inc., entered a professional consulting services agreement for Mathews Consulting to provide certain professional consulting services to the City on a Task Order basis (“Agreement” hereafter);

**WHEREAS**, Mathews Consulting has merged with Baxter & Woodman, Inc., and has requested to have the Agreement assigned to Baxter & Woodman, Inc., d/b/a Mathews Consulting, a Baxter & Woodman Company, as the successor entity to Mathews Consulting, Inc.; and,

**WHEREAS**, the City desires to amend the Agreement as requested.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and Baxter & Woodman, Inc., d/b/a Mathews Consulting, a Baxter & Woodman Company agree to amend the Agreement as follows:

**1: AMENDMENT TO AGREEMENT.** The Agreement is amended to assign the Agreement to the Baxter & Woodman, Inc., d/b/a Mathews Consulting, a Baxter & Woodman Company, as the successor of the original consultant Mathews Consulting, Inc. The “Consultant” under the Agreement shall now be “Baxter & Woodman, Inc., d/b/a Mathews Consulting, a Baxter & Woodman Company”.

**2: ENTIRETY OF AGREEMENT.** The City and the Consultant agree that the Agreement including this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

**4: COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment.

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

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

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

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

27-8/24/16

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

[Signature]  
Glen J. Torcivia, City Attorney

Consultant: Baxter & Woodman, Inc., d/b/a Mathews Consulting,  
a Baxter & Woodman Company

By: \_\_\_\_\_  
Print Name: Rene Mathews  
Print Title: Vice President

[Corporate Seal]

STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of August, 2016 by Rene Mathews, as Vice President of Baxter & Woodman, a Corporation authorized to do business in the State of Florida and registered fictitious name, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public:

[Signature]



**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT**

**THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT** (“Amendment” hereinafter) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the **City of Lake Worth**, Florida, a municipal corporation (“City” hereinafter), with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **Baxter & Woodman, Inc., d/b/a Mathews Consulting, a Baxter & Woodman Company (as the successor after merger with Mathews Consulting, Inc.)**, whose mailing address is 477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida, 33401.

**WHEREAS**, on January 8, 2014, the City and Mathews Consulting, Inc., entered a professional services agreement for Mathews Consulting to provide certain professional consulting services to the City on a Task Order basis (“Agreement” hereafter);

**WHEREAS**, Mathews Consulting has merged with Baxter & Woodman, Inc., and has requested to have the Agreement assigned to Baxter & Woodman, Inc., d/b/a Mathews Consulting, a Baxter & Woodman Company, as the successor entity to Mathews Consulting, Inc.; and,

**WHEREAS**, the City desires to amend the Agreement as requested.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and Baxter & Woodman, Inc., d/b/a Mathews Consulting, a Baxter & Woodman Company agree to amend the Agreement as follows:

**1: AMENDMENT TO AGREEMENT.** The Agreement is amended to assign the Agreement to the Baxter & Woodman, Inc., d/b/a Mathews Consulting, a Baxter & Woodman Company, as the successor of the original consultant Mathews Consulting, Inc. The “Consultant” under the Agreement shall now be “Baxter & Woodman, Inc., d/b/a Mathews Consulting, a Baxter & Woodman Company”.

**2: ENTIRETY OF AGREEMENT.** The City and the Consultant agree that the Agreement including this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

**4: COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment.

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

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

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

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

*BW 8/24/16*

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

*GJT*  
\_\_\_\_\_  
Glen J. Torcivia, City Attorney

Consultant: Baxter & Woodman, Inc., d/b/a Mathews Consulting,  
a Baxter & Woodman Company

By: \_\_\_\_\_  
Print Name: Rene Mathews  
Print Title: Vice President

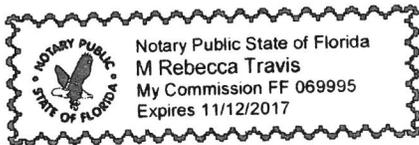
[Corporate Seal]

STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of August, 2016 by Rene Mathews, as Vice President of Baxter + Woodman, a corporation authorized to do business in the State of Florida and registered fictitious name, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public:

*M Rebecca Travis*  
\_\_\_\_\_





**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

---

**EXECUTIVE BRIEF**

**TITLE:**

Agreement with B&B Underground Construction, Inc. for the 8th Avenue South Watermain Improvements project

**SUMMARY:**

The Agreement authorizes the construction of the 8th Avenue South Watermain project in the amount of \$338,902.00.

**BACKGROUND AND JUSTIFICATION:**

The City Water Utilities Departments has identified a lack of fire protection along the unimproved right of way on 8<sup>th</sup> Avenue South. This project will add fire hydrant coverage and provide an additional watermain loop to the distribution system for redundancy. URS was the design engineer on the project and Baxter & Woodman, Inc., d/b/a Mathews Consulting is proposed to do construction management and administration, which is included as a separate agenda item.

The City solicited bids from contractors for this project construction under IFB No. 16-113 and four bids were received. The lowest bid, for the sum of \$338,902, was from B&B Underground Construction, Inc. URS is recommending award of the Bid to B&B Underground Construction, Inc., as the lowest responsible, responsive bidder.

**MOTION:**

I move to approve/disapprove an agreement with B&B Underground Construction, Inc. in the amount of \$338,902.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Bid Recommendation & Tabulation  
Budget Transfer  
Agreement

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$338,902	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	\$338,902	0	\$0	\$0	\$0

No. of Additional Full-Time Employees	0	0	0	0	0
---------------------------------------	---	---	---	---	---

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

The funds have been identified in the FY2016 Capital Improvement Plan budget from account 402-7034-533.63-60 with a budget transfer of \$285,000 from account 402-7034-533.63-15

Utilities/Water Distribution								
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Budget Transfer	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7034-533.63-60	Water Distribution	MP 0401	\$2,134,158	\$1,744,158	\$285,000	\$134,437.11	-\$338,902	\$80,535.11

C. Department Fiscal Review: \_\_\_\_\_

Brian Shields –Director  
 Clyde Johnson – Finance  
 Marie Elianor – Finance  
 Christy Goddeau – City Attorney  
 Michael Bornstein – City Manager



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

561 994 6500 tel  
561 994 9524 fax

August 10, 2016

Julie Parham, P.E.  
Assistant Water Utilities Director  
City of Lake Worth  
301 College Street  
Lake Worth, Florida 33461

**SUBJECT: 8<sup>th</sup> Avenue South and South F Street Watermain Installation  
City of Lake Worth Bid IFB 16-113 and Finance Project MP 0401  
Bid Award Recommendation Letter**

Dear Ms. Parham:

As requested, URS reviewed the bids for the subject project. The bid tabulation table attached provides the bid amount of each bidder. The lowest responsible bidder is B&B Underground Construction, Inc. with bid in the amount of \$338,902.00.

B&B Underground Construction, Inc. provided the following required documents:

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

URS further evaluated the documents provided by B&B Underground Construction, Inc. and contacted the references provided. Based on URS's evaluation, B&B Underground Construction, Inc. appears to be qualified to execute the 8<sup>th</sup> Avenue South and South F Street Watermain Installation construction project and URS recommends the City of Lake Worth to award the Contract to the lowest bidder B&B Underground Construction, Inc.

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

Respectfully,

**URS CORPORATION SOUTHERN**

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

Attachment: Bid Tabulation Table



**BID TABULATION  
CITY OF LAKE WORTH 8th AVENUE SOUTH AND SOUTH F STREET PROJECT**

**BID DATE: 4-Aug-16**

Item No	Description	Estimated Quantity	Units	B&B Underground Construction, Inc.		Foster Marine Contractors, Inc.		Coramarca Corporation		Everglades Contracting, LLC	
				Unit Cost	Value	Unit Cost	Value	Unit Cost	Value	Unit Cost	Value
<b>GENERAL REQUIREMENTS</b>											
1	Mobilization	1	LS	\$15,000.00	\$15,000.00	\$11,000.00	\$11,000.00	\$17,500.00	\$17,500.00	\$47,500.00	\$47,500.00
2	Maintenance of Traffic (per FDOT Index 600 and FDOT Standard Specifications 536)	1	LS	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$4,250.00	\$4,250.00	\$18,000.00	\$18,000.00
3	Bonds and Insurance	1	LS	\$7,000.00	\$7,000.00	\$10,500.00	\$10,500.00	\$8,800.00	\$8,800.00	\$6,200.00	\$6,200.00
4	Allowance	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
5	Permits (Palm Beach County Health Department Clearances)	1	LS	\$150.00	\$150.00	\$2,000.00	\$2,000.00	\$2,250.00	\$2,250.00	\$3,000.00	\$3,000.00
6	Audio and Video Detection	1	LS	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,250.00	\$2,250.00	\$2,500.00	\$2,500.00
7	and dewatering permit from applicable agencies. Contractor shall be limited to a maximum of one and one-half (1.5%) of the Sub Total Base Bid Price	1	LS	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$4,850.00	\$4,850.00	\$4,200.00	\$4,200.00
8	Record Drawings	1	LS	\$10,000.00	\$10,000.00	\$2,400.00	\$2,400.00	\$1,750.00	\$1,750.00	\$8,500.00	\$8,500.00
<b>SUB TOTAL GENERAL CONDITIONS:</b>					<b>\$96,650.00</b>		<b>\$82,900.00</b>		<b>\$91,650.00</b>		<b>\$139,900.00</b>
<b>WATER UTILITIES</b>											
1	Furnish and install 4" PVC (Polyvinyl Chloride) C-900 (DR-18) water main pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system. Includes site restoration.	140	LF	\$37.00	\$5,180.00	\$85.00	\$11,900.00	\$53.59	\$7,502.60	\$32.00	\$4,480.00
2	Furnish and install 8" PVC (Polyvinyl Chloride) C-900 (DR-18) water main pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system. Includes site restoration.	2100	LF	\$24.00	\$50,400.00	\$33.00	\$69,300.00	\$20.83	\$43,743.00	\$30.00	\$63,000.00
3	Furnish and install 6" DIP (Ductile Iron Pipe) Class 350 water main cement lined pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system. Includes site restoration.	50	LF	\$50.00	\$2,500.00	\$55.00	\$2,750.00	\$71.23	\$3,561.50	\$54.00	\$2,700.00
4	Furnish and install 8" DIP (Ductile Iron Pipe) Class 350 water main cement lined pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system. Includes site restoration.	260	LF	\$51.00	\$13,260.00	\$56.00	\$14,560.00	\$51.88	\$13,488.80	\$37.00	\$9,620.00
5	Furnish and install Compact Ductile Iron cement lined Fittings (Tees, Elbows, Crosses, etc.)	1.4	TONS	\$9,500.00	\$13,300.00	\$8,000.00	\$11,200.00	\$12,241.98	\$17,138.77	\$10,997.00	\$15,395.80
6	Furnish and install 4" Cap, 2" Corp Stop and 2" HDPE (High-density polyethylene) water main pipe to connect to existing 2" GS water main and deliver a functioning water distribution system. Includes site restoration.	10	EA	\$1,500.00	\$15,000.00	\$2,250.00	\$22,500.00	\$1,107.65	\$11,076.50	\$1,393.00	\$13,930.00



**BID TABULATION  
CITY OF LAKE WORTH 8th AVENUE SOUTH AND SOUTH F STREET PROJECT**

**BID DATE: 4-Aug-16**

Item No	Description	Estimated Quantity	Units	B&B Underground Construction, Inc.		Foster Marine Contractors, Inc.		Coramarca Corporation		Everglades Contracting, LLC	
				Unit Cost	Value	Unit Cost	Value	Unit Cost	Value	Unit Cost	Value
7	Furnish and install air release valve. This item includes, but is not limited to, air release valve, strapping saddle, corporation stop, manhole/vault and all appurtenances necessary for the complete system.	1	EA	\$6,600.00	\$6,600.00	\$8,500.00	\$8,500.00	\$7,197.69	\$7,197.69	\$7,992.00	\$7,992.00
8	Furnish and install 12" x 8" stainless steel tapping sleeve assembly, including valve, appurtenances and site restoration.	1	EA	\$5,400.00	\$5,400.00	\$6,500.00	\$6,500.00	\$6,823.01	\$6,823.01	\$5,215.00	\$5,215.00
9	Furnish and install 4" resilient wedge gate valve and appurtenances.	10	EA	\$800.00	\$8,000.00	\$1,200.00	\$12,000.00	\$1,476.21	\$14,762.10	\$994.00	\$9,940.00
10	Furnish and install 8" resilient wedge gate valve and appurtenances.	16	EA	\$2,000.00	\$32,000.00	\$1,700.00	\$27,200.00	\$2,947.67	\$47,162.72	\$1,429.00	\$22,864.00
11	Furnish and install fire hydrant assemblies on proposed water main, including tee, valve and appurtenances.	6	EA	\$4,000.00	\$24,000.00	\$4,200.00	\$25,200.00	\$7,668.66	\$46,011.96	\$4,030.00	\$24,180.00
12	Furnish and install sampling point.	6	EA	\$350.00	\$2,100.00	\$450.00	\$2,700.00	\$67.73	\$406.38	\$392.00	\$2,352.00
13	Support of existing utility poles during excavation and installation.	1	LS	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,250.00	\$2,250.00	\$1,200.00	\$1,200.00
14	Removal of trees including palms.	1	LS	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$2,250.00	\$2,250.00	\$5,100.00	\$5,100.00
<b>Water Utility Subtotal:</b>					\$182,240.00		\$215,810.00		\$223,375.03		\$187,968.80



**BID TABULATION**  
**CITY OF LAKE WORTH 8th AVENUE SOUTH AND SOUTH F STREET PROJECT**

BID DATE: 4-Aug-16

Item No	Description	Estimated Quantity	Units	B&B Underground Construction, Inc.		Foster Marine Contractors, Inc.		Coramarca Corporation		Everglades Contracting, LLC	
				Unit Cost	Value	Unit Cost	Value	Unit Cost	Value	Unit Cost	Value
<b>ROADWAY TRENCH RECONSTRUCTION</b>											
15	Furnish and Place 3/4" Type S-III Asphalt	2300	SY	\$7.25	\$16,675.00	\$8.50	\$19,550.00	\$10.10	\$23,230.00	\$7.50	\$17,250.00
16	Furnish and Place 1-1/2" Type S-III Asphalt	480	SY	\$14.25	\$6,840.00	\$20.00	\$9,600.00	\$10.10	\$4,848.00	\$16.00	\$7,680.00
17	Furnish and Place 8" Limerock base course	470	SY	14.5	\$6,815.00	\$35.00	\$16,450.00	\$15.00	\$7,050.00	\$12.00	\$5,640.00
18	Furnish and Place 12" Stabilized subgrade	470	SY	7	\$3,290.00	\$10.00	\$4,700.00	\$17.00	\$7,990.00	\$4.00	\$1,880.00
19	Mill existing asphalt pavement, 3/4" average depth	2300	SY	5.75	\$13,225.00	\$3.50	\$8,050.00	\$3.50	\$8,050.00	\$3.55	\$8,165.00
20	Concrete sidewalk installation including demolition and disposal, 4" thick	36	SY	50	\$1,800.00	\$85.00	\$3,060.00	\$138.00	\$4,968.00	\$95.00	\$3,420.00
21	Seed and Mulch for restoration of disturbed grassed areas	150	SY	\$3.00	\$450.00	\$15.00	\$2,250.00	\$11.00	\$1,650.00	\$16.50	\$2,475.00
22	Asphalt milling for restoration of disturbed driving areas, 4" layer compacted	1200	SY	\$7.00	\$8,400.00	\$9.50	\$11,400.00	\$4.30	\$5,160.00	\$5.00	\$6,000.00
<b>Roadway Construction Subtotal:</b>					\$57,495.00		\$75,060.00		\$62,946.00		\$52,510.00
<b>PAVEMENT MARKINGS &amp; SIGNAGE</b>											
23	Thermoplastic, STD, White, Solid, 24"	15	LF	\$40.00	\$600.00	\$75.00	\$1,125.00	\$15.00	\$225.00	\$55.00	\$825.00
24	Thermoplastic, Double, Yellow, Solid, 6"	25	LF	\$3.00	\$75.00	\$45.00	\$1,125.00	\$10.00	\$250.00	\$60.00	\$1,500.00
25	Retro-Reflective Pavement Markers	6	EA	\$7.00	\$42.00	\$12.00	\$72.00	\$10.00	\$60.00	\$12.00	\$72.00
26	Signage Replacement	4	EA	\$450.00	\$1,800.00	\$480.00	\$1,920.00	\$450.00	\$1,800.00	\$250.00	\$1,000.00
<b>Pavement Markings &amp; Signage Subtotal:</b>					\$2,517.00		\$4,242.00		\$2,335.00		\$3,397.00
<b>SUB-TOTAL WATER, ROADWAY AND PAVEMENT MARKINGS:</b>					\$242,252.00		\$295,112.00		\$288,656.03		\$243,875.80
<b>GRAND TOTAL CONSTRUCTION COSTS:</b>					\$338,902.00		\$378,012.00		\$380,306.03		\$383,775.80

I have reviewed the above bid tabulation and found that B&B Underground Construction, Inc. had few mathematical errors but the mathematically correct Grand Total is listed above. The bid tabulation above represents an accurate statement of the bids received.

8/10/16

Ana C. DeMelo, P.E., D.WRE



# BUDGET TRANSFER REQUEST

(replaces Budget Appropriation Form)

Accounting Period:	Accounting Month/Year:	Journal Entry:
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<b>DEPARTMENT:</b> Water Utilities Administration	<b>DATE:</b> 8/24/16
---	----------------------

FROM ACCOUNT # (Note 1)	ACCOUNT DESCRIPTION	AMOUNT
402-7034-533.63-15	WT 1506 Infrastructure - Improve Other Than Build.	\$285,000.00

TO ACCOUNT # (Note 1)	ACCOUNT DESCRIPTION	AMOUNT
402-7034-533.63-60	TO MP 0401 Water Distribution Mains - Improve Other Than Build.	\$285,000.00

**Explanation required:**

Additional money needed to award and construct project MP 0401 - 8th Avenue South Watermain.

Will also include the engineering construction services contract for \$33,950 with Mathews Consulting, Inc.

<b>REQUESTED BY (Originator)</b>	Title	Telephone Ext.
Print Name: Mary A Pape	Executive Assistant	561 586 1710

**Signature:** *Mary A. Pape* 8/24/16

<b>APPROVED BY DEPARTMENT DIRECTOR</b>	Title	Telephone Ext.
Print Name: Brian A. Shields, P.E.	Water Utilities Director	561 586 1675

**Signature:** *BAS* 8/24/16

\* \* \* \* FINANCE USE ONLY \* \* \* \*

<b>FINANCE APPROVED</b>	Name	Date
<b>Signature:</b>		
<b>FINANCE POSTED</b>	Name	Date
<b>Signature:</b>		

**Note 1:** Account Master AAA-BBCC-DDD.EE.FF  
AAA and BB need to agree in "From Account #" and "To Account #" box

Attach supporting documentation (i.e. resolution, ordinance, minutes, etc.).

**00500  
AGREEMENT**

THIS AGREEMENT is dated and will be effective on the \_\_\_\_ day of \_\_\_\_ in the year 2016, by and between the City of Lake Worth (hereinafter called OWNER) and B&B Underground Construction Inc. (hereinafter called CONTRACTOR).

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

**ARTICLE 1. WORK**

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

**8<sup>TH</sup> AVENUE SOUTH AND SOUTH F STREET WATERMAIN:**

- Installation of PVC C-900 (DR-18) and DIP water main with pipe diameters ranging from 4 to 8-inches, less than 2,500 LF combined;
- Installation of fire hydrants, valves, and appurtenances; and
- Site restoration.

**ARTICLE 2. ENGINEER**

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

**ARTICLE 3. CONTRACT TIME**

3.1 The Work will be substantially completed within **80 calendar days** from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **100 calendar days** from the date when the Contract Time commences to run.

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

**3.3 LIQUIDATED DAMAGES: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred and 00/100**

**dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.**

#### **ARTICLE 4. CONTRACT PRICE**

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

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

TOTAL OF ALL UNIT PRICES Three Hundred Thirty Eight Thousand, Nine Hundred and Two Dollars  
(\$ 338,902.00 ) (use words)  
(figures)

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered 1 to 26

#### **ARTICLE 5. PAYMENT PROCEDURES**

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

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

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

90% of Work completed.

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

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

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

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

**ARTICLE 6. (This Article left blank intentionally)**

## **ARTICLE 7. CONTRACTOR'S REPRESENTATIONS**

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

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

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

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

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

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

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

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

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

#### **ARTICLE 8. CONTRACT DOCUMENTS**

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

- 8.1 This Agreement consisting of eight (8) pages.
- 8.2 CONTRACTOR's Bid consisting of 22 pages.
- 8.3 Addenda numbers 1 to 1, inclusive.
- 8.4 Supplementary Conditions consisting of 10 pages and Special Conditions consisting of 3 pages.
- 8.5 General Conditions consisting of 34 pages.
- 8.6 Project Technical Specifications consisting of 232 pages.
- 8.7 Construction Drawings.
- 8.8 Exhibits to this Agreement identified as: Contractor's Corporate Resolution; Contractor's Certificate of Insurance; inclusive.
- 8.9 Performance Bond and Payment Bond consisting of 4 pages (plus Power of Attorney Forms as applicable).
- 8.10 Notice of Award and Notice to Proceed.
- 8.11 Bidding Requirement as listed in the table of contents of the Project Manual.
- 8.12 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3A and 3.5 of the General Conditions.

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

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

8.16 Any other document attached hereto or incorporated herein.

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

## **ARTICLE 9. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 10. INDEMNIFICATION**

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

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

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

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**SIGNATURE PAGE FOLLOWS**





**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Interlocal Agreement with the Town of South Palm Beach for maintenance of a lift station

**SUMMARY:**

The Agreement provides for maintenance of the South Palm Beach lift station.

**BACKGROUND AND JUSTIFICATION:**

The Town operates a sewer lift station which pumps wastewater to the City's shared subregional sewer system. The City has provided lift station maintenance to the Town since 1997. This interlocal agreement is an update to and termination of the 1997 agreement and includes a \$400 per month fee to perform routine maintenance and a maximum \$800 corrective maintenance per incident fee payable to the City. The previous agreement included a \$275 per month fee to perform routine maintenance. Any corrective maintenance over \$800 will be reported to the Town and the Town shall determine whether the City shall perform the work, upon the approval of the City, or whether it shall obtain a contractor to perform the work.

This Interlocal Agreement will not be effective or billed until October 2016, meaning it will be effective for Fiscal Year 2017. The fiscal impact reflects the difference of \$275 and \$400 per month over the 12 month period.

**MOTION:**

I move to approve/disapprove the Interlocal Agreement with the Town of South Palm Beach for maintenance of a lift station.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Interlocal Agreement

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	+\$1500	+\$1500	+\$1500	+\$1500
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	+\$1500	+\$1500	+\$1500	+\$1500

No. of Additional Full-Time Employees	0	0	0	0	0
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B. Recommended Sources of Funds/Summary of Fiscal Impact:

The funds have been identified to be deposited into account 403-0000-369.90-90

Utilities/Local Sewer						
Account Number	Account Description	Project #	FY 2017 Proposed Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
405-0000-369.90-90	Local Sewer	N/A	\$3300	\$0	+\$1500	\$4800

C. Department Fiscal Review: \_\_\_\_\_

Brian Shields –Director  
 Corinne Elliott – Assistant Finance Director  
 Marie Elianor – Finance Director  
 Christy Goddeau – City Attorney  
 Michael Bornstein – City Manager



# TOWN OF SOUTH PALM BEACH

3577 South Ocean Boulevard, South Palm Beach, Florida 33480  
(561) 588-8889 • Fax (561) 588-6632

August 26, 2016

City of Lake Worth  
Pam Lopez, City Clerk  
7 North Dixie Highway  
Lake Worth, FL 33460

Dear Mrs. Lopez,

On August 23, 2016, the Town of South Palm Beach executed an Interlocal Agreement with the City of Lake Worth, for continued maintenance services to our lift station. This agreement will be in effect for a period of twenty years, and may be extended for up to ten additional years.

Enclosed, you will find one original Agreement. Please return the fully executed original agreement, once signed. When we receive the original back, we will have it recorded and will provide you with a recorded copy of the agreement.

If you have any additional questions, please feel free to contact Maylee De Jesús, Town Clerk, at 561-588-8889.

Sincerely,

A handwritten signature in black ink, appearing to read 'Maylee De Jesús', is written over a faint, larger version of the same signature.

Maylee De Jesús, CMC  
Town Clerk/ Assistant to the Town Manager

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
LAKE WORTH AND THE TOWN OF SOUTH PALM BEACH  
FOR  
MAINTENANCE OF A LIFT STATION**

**THIS INTERLOCAL AGREEMENT** ("Agreement"), is made this 23<sup>rd</sup> day of August, 2016, by and between the City of Lake Worth, a municipal corporation duly organized and existing by virtue of the laws of the State of Florida (hereinafter "City"), and the Town of South Palm Beach, a municipal corporation duly organized and existing by virtue of the laws of the State of Florida, (hereinafter "Town") each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

**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 powers 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; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the City has previously entered into an interlocal agreement with the Town, approved on October 7, 1997, regarding the maintenance of the lift station, see Exhibit "A", attached hereto and incorporated herein; and

**WHEREAS**, the parties wish to establish the terms and conditions for the maintenance of the lift station.

**NOW, THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing statements are true and correct.
2. Effective Date - This Agreement shall become effective August 23, 2016.
3. Term - The term of this Agreement shall commence on August 23, 2016, after execution by both parties, shall continue in full force and effect for a period of twenty (20) years, and may be extended for up to ten (10) additional years upon approval by both parties.

4. Scope of Agreement – The City agrees to inspect and maintain the lift station, as described in Exhibit “A”, in accordance with the terms and conditions of this Agreement.
5. Termination of Existing Agreements – Any existing agreements, regarding the maintenance of this lift station, between the parties shall be terminated on or before August 23, 2016.
6. Access to the Lift Station – The City shall have access to the lift station 24 hours a day seven days a week. The City shall not be required to obtain any permissions from the Town prior to performing inspections or maintenance on the lift station.
7. Payment of Bills – The City will bill the Town on a monthly basis for all inspections and maintenance performed on the lift station for the prior month. The Town will make payment within twenty five (25) days of receipt of the bill. A past due notice will be mailed by the City to the Town after thirty (30) days. If payment has not been received after sixty (60) days from the date of the original bill, the City may cease the inspections and maintenance and a one percent (1%) per month interest charge will be assessed on the outstanding balance. If Town disputes the accuracy of an invoice, the Town shall notify the City in writing of its disagreement with such invoice within fifteen (15) calendar days of receipt of said invoice, but Town will still be required to submit funds for such disputed invoice to the City in accordance with this Section, and will be subject to any applicable penalties for non-payment. Each Manager, or designee, shall work to resolve any billing dispute. Upon resolution of the invoice dispute, the Town shall be reimbursed any funds paid to the City in excess of the final decision in such dispute. Should the parties fail to reach a mutually acceptable resolution, either party may seek any available legal remedy in relation to the disputed invoice.
8. Fees for City Inspections and Maintenance of the Lift Station - The City shall perform inspections, deemed necessary by the City, and perform routine maintenance on the lift station for a fee of \$400.00 per month. Corrective maintenance costing less than \$800.00 per incident will be performed by the City and charged on a time and materials basis. Corrective maintenance costing more than \$800.00 will be reported to the Town and the Town shall determine whether the City shall perform the work, upon the approval of the City, or whether it shall obtain a contractor to perform the work.
9. Termination - The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default within ninety (90) days following notice may be grounds for termination of this Agreement. Termination of this Agreement by either party shall require thirty (30) days prior written notice to the other party prior to the termination date. The parties may mutually agree to extend the time for cure and/or termination.

10. No Transfer of Powers - Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies of the City and the Town shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.
11. Indemnification - The City and the Town acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The City and the Town agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.
12. Force Majeure - In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to Acts of god or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or wastewater plant failures and sewer main breaks, neither party shall be liable for such non-performance.
13. Remedies - This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred 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 now or hereafter.
14. Successors and Assigns - The City and the Town each binds itself and its partners, successors, executors, administrators and assigns of such other party, in respect to all covenants

of this Agreement. Neither the city nor the Town shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other.

15. Waiver - The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.
16. 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 by any court of competent jurisdiction, then 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.
17. Notice - All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to the City, shall be mailed to the City at:

City of Lake Worth  
Attention City Manager  
7 North Dixie Highway  
Lake Worth, FL 33460

and if to Town, shall be mailed or delivered to:

Town of South Palm Beach  
Attention Town Manager  
3577 South Ocean Blvd  
South Palm Beach, FL 33480

18. Filing - This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.
19. Amendment and Modification - This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.
20. Entirety of Agreement - The City and the Town agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the Provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

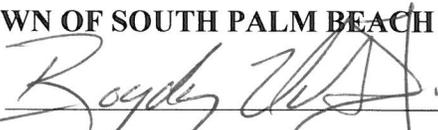
21. Inspector General - In accordance with Palm Beach County ordinance number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General.

**IN WITNESS WHEREOF**, City and Town have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

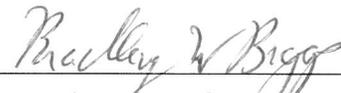
**ATTEST:**

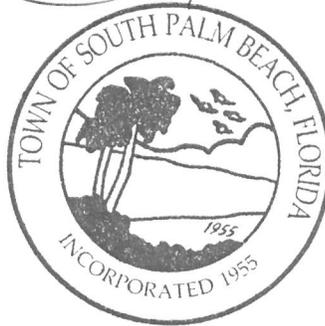
By:   
Maylee De Jesus, Town Clerk  
(SEAL)

**TOWN OF SOUTH PALM BEACH**

By:   
BOGDAN VITAS, Town Manager

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

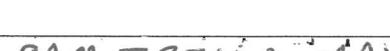
By:   
Bradley W. Biggs, Town Attorney



**ATTEST:**

By: \_\_\_\_\_  
Pamela Lopez, City Clerk

**CITY OF LAKE WORTH, FLORIDA**

By:   
PAM TRICOLI, MAYOR

(SEAL)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
Glen J. Torcivia, City Attorney

## **EXHIBIT "A"**

### **Scope of Services**

The Town of South Palm Beach operates a pump station on South Ocean Boulevard, which pumps wastewater into the Lake Worth Regional Sewer System. This Scope includes the following provisions:

- The Town will pay the city \$400.00 per month for inspection of the Station and routine maintenance, (three times per week).
- Corrective maintenance costing less than \$800.00 will be performed by the City and billed on a time and material basis.
- Corrective maintenance costing more than \$800.00 will be reported to the Town and either handled by the City or by an outside contractor as appropriate, and mutually agreed on by the parties.



**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** Public Services

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**EXECUTIVE BRIEF**

**TITLE:**

Task Order No. 4 with Kimley-Horn and Associates, Inc. to provide transportation and traffic professional services

**SUMMARY:**

The Task Order provides for services to update the City's Comprehensive Plan Transportation Element at a cost of \$50,625.

**BACKGROUND AND JUSTIFICATION:**

The City is required to update the Comprehensive Plan by 2017 in accordance with the Florida Department of Economic Opportunity requirement for an Evaluation and Appraisal Notification Letter. There are several elements that make up the Comprehensive Plan. This Task Order for the Transportation Element of the Comprehensive Plan includes updates to the data and map series, and the goals, objectives and policies.

Kimley-Horn and Associates, Inc. was selected by staff as a firm to provide Transportation and Traffic Professional Services for a continuing services contract, RFQ 12-13-302, through the Consultant's Competitive Negotiation Act (section 287.055, Florida Statutes) procurement process.

**MOTION:**

I move to approve/deny Task Order No. 4 with Kimley-Horn and Associates, Inc., for transportation and traffic professional services in the amount of \$50,625.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Task Order 4

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$50,625	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	\$50,625	0	\$0	\$0	\$0

No. of Additional Full-Time Employees	0	0	0	0	0
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B. Recommended Sources of Funds/Summary of Fiscal Impact:

The funds have been identified in the account 402-7010-533.31-90

Utilities/Water Admin							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Balance	Agenda Item Expenditures	Remaining Balance
402-7010-533.31-90	Water Admin	N/A	\$245,000	\$203,893	\$58,622	-\$50,625	\$7,997

C. Department Fiscal Review: \_BS\_

Brian Shields –Director  
 Clyde Johnson – Finance  
 Marie Elianor – Finance  
 Christy Goddeau – City Attorney  
 Michael Bornstein – City Manager

TASK ORDER 4

PROFESSIONAL CONSULTING SERVICES  
FOR

*Comprehensive Plan – Transportation Element Update*

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES (“Task Order” hereafter) is made on the \_\_\_ day of \_\_\_\_\_, 2016, between the City of Lake Worth, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City” hereafter) and Kimley-Horn and Associates, Inc., a corporation authorized to do business in the State of Florida, whose local business address is 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411 (“Consultant” hereafter).

**1.0 Project Description**

The City desires the Consultant to provide those services as identified herein for the Project. The project is generally described as:

The City of Lake Worth has requested that Kimley-Horn update the Transportation Element of the Comprehensive Plan.

**2.0 Scope of Work**

Under this Task Order, the consultant will provide the following:

**Task 1: Project Kick-off**

Kimley-Horn will attend one kick-off meeting with City staff to begin the project. Prior to the meeting, Kimley-Horn will identify data and information needs for the update of the Elements’ Data, Inventory, and Analysis and Goals, Objectives, and Policies. To the fullest extent possible, the information within the letter to DEO and amendments required per Florida Statutes specific to comprehensive plans will be incorporated into the Data, Inventory and Analysis (DIA) Report. Kimley-Horn will meet with Staff to refine the initial Planning and Community Involvement approach. As part of this kick-off meeting, we will also review the preliminary Public Involvement Plan (PIP).

Tasks to be completed:

- Attendance of one kick-off meeting.
- Prepare and refine Planning and Community Involvement in the form of a Public Involvement Plan (PIP).
- Prepare preliminary data and inventory analysis of the City’s Comprehensive Plan elements.

Kimley-Horn will identify data and information needs for the update of the Elements' Data, Inventory, and Analysis and Goals, Objectives, and Policies. The information within the Letter submitted by the City to DEO will be incorporated into the individual DIA Reports along with updates required by Florida Statutes, as applicable to the City. Kimley-Horn will also utilize readily available data from the Florida Department of Transportation (FDOT), Treasure Coast Regional Planning Commission (TCRPC), Palm Beach County and the Florida Bureau of Economic and Business Research (BEBR).

### **Task 2 – Update Data and Map Series**

Kimley-Horn will update the Map Series of the Transportation Element. The following map series will be updated:

- Roads and Level of Service
- Pedestrian/Bicycle Routes
- PalmTran Bus Routes

Kimley-Horn will prepare maps showing existing and future (2040) traffic volumes and level of service on FDOT, Palm Beach County, and significant City roadways. Maps will be created based on most recently available aerials and GIS data. Existing traffic count data provided by Palm Beach County and FDOT will be utilized where available. Additional daily, AM and PM peak hour counts will be collected at up to twenty (20) locations throughout the City, if necessary. Long range traffic projections will be based on data provided by the Palm Beach MPO where available. For City roadways, an areawide growth rate will be calculated and applied to existing volumes.

Kimley-Horn will meet with representatives from the City up to two times to discuss existing and future pedestrian and bicycle routes. The pedestrian and bicycle maps will then be updated.

Kimley-Horn will review existing PalmTran routes, as well as proposed future PalmTran service and update the PalmTran Bus Routes map. A review of other existing transit modes will be performed and incorporated into the map.

### **Task 3: Update Goals, Objectives and Policies (GOPs)**

Kimley-Horn will review the City's current Comprehensive Plan and identify strengths and opportunities weaknesses of the current Plan. With the recommended amendments from the DEO Letter and the DIA report serving as the foundation, the Consultant will update the GOPs for the Transportation Element. Draft GOPs will be presented to City staff for review and comment. Kimley-Horn will respond to up to two (2) rounds of revisions to the draft GOPs based upon staff review. City staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn. At the request of the City, the following topics will be considered for development into new Goals, Objectives and Policies:

- Tri-Rail / All-Aboard Florida Planning
- Traffic Calming Implementation
- Pavement Management
- Parking Management / Future Parking Garage
- Mobility Fee Concept Planning

Tasks to be completed:

- Preparation of draft Goals, Objectives, and Policies (up to 10 printed copies and one electronic copy)

### **3.0 Schedule**

The services to be provided under this Task Order shall be completed as expeditiously as practicable to meet a mutually agreed upon schedule.

### **4.0 Compensation**

KHA will perform the Services the total lump sum fee of \$50,625. Fees will be invoiced monthly based on the actual amount of service performed and expenses incurred. Payment will be due within 25 days of your receipt of the invoice. Individual task amounts are informational only.

Additional services which may be identified as needed at a later time will be negotiated at that time.

### **5.0 Authorization**

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, Kimley-Horn and Associates, dated July 1, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF LAKE WORTH, FLORIDA

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:  
sufficiency:

Approved as to form and legal

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

By: Christy Goddeau  
Christy Goddeau  
City Attorney

\_\_\_\_\_  
Date

Kimley-Horn and Associates, Inc.

By: Christopher W. Heggen  
Proposer CHRISTOPHER W. HEGGEN  
Title VICE PRESIDENT

9/13/2016  
Date

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2016, by Christopher W. Heggen, Vice President, of Kimley-Horn and Associates, Inc., a Florida Corporation, on behalf of the corporation, and who is personally known to me or who has produced the following n/a as identification.

Notary Public:  
Lisa M. Hill

Print Name: Lisa M. Hill

My commission expires: 5/18/2019





**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** Legal/City Attorney

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**EXECUTIVE BRIEF**

**TITLE:**

Agreement with W. Craig Lawson, P.A. for legal services

**SUMMARY:**

The Agreement provides for legal services with W. Craig Lawson, P.A. for the prosecution of municipal ordinances.

**BACKGROUND AND JUSTIFICATION:**

For years, the City has been very serious about the prosecution of municipal ordinances and last year, it entered into an agreement with attorney Andrew DeGraffenreidt to provide prosecutorial legal services to the City. In July 2016, Mr. DeGraffenreidt was hired as the City Attorney for the City of Riviera Beach, and can no longer provide prosecutorial services to the City of Lake Worth. City Attorney Glen Torcivia is recommending that the Commission hire attorney Craig Lawson to replace Mr. DeGraffenreidt. Mr. Lawson was a former prosecutor who is now in private practice. Not only will Mr. Lawson prosecute the ordinances, he will be tasked, along with the City Attorney, with coming up with a viable plan on effectively prosecuting offenders of municipal ordinances in a way that will stop recidivism. In other words, Lake Worth will not only seek fines and possible jail time, but the attorneys will be working on a plan to incorporate meaningful community service (especially for open container/drinking in public violations) specifically in Lake Worth, with the hope that offenders will get tired of repeatedly violating the law in Lake Worth. That task requires that Lake Worth work with the court system, the State Attorney's office, and the County to create a viable program.

Prosecution of the cases requires a court commitment several times per month. The attached agreement for legal services establishes the firm's hourly rate at \$150 per hour with the right of either party to terminate the agreement upon written notice. Pursuant to section 2-112(c)(4) of the City's procurement code, the City Attorney recommends W. Craig Lawson, P.A., as possessing the expertise and skill necessary to prosecute municipal ordinance cases. Remaining funds in the Fiscal Year 2016 budget, and funds in the Fiscal Year 2017 budget for attorney Andrew DeGraffenreidt will be redirected for attorney Craig Lawson.

**MOTION:**

I move to approve / deny the legal services agreement with W. Craig Lawson, P.A.

**ATTACHMENT(S):**

Legal Services Agreement

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

**This Standard Agreement** (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **City of Lake Worth**, a Florida Municipal Corporation, whose mailing address is 7 North Dixie Highway, Lake Worth, Florida 33460 (“City”), and **W. Craig Lawson, P.A.**, whose mailing address is 1880 North Congress Avenue, Suite 200, Boynton Beach, FL 33426 (“Firm”).

In consideration of the mutual promises contained in this Agreement, the City and Firm agree as follows:

**SECTION 1 – SCOPE OF SERVICES AND TERMINATION**

1.1 The City engages the Firm to provide legal services as it relates to the prosecution of municipal ordinance violations beginning in September 2016. The engagement is ongoing unless terminated by either party. The City and Firm reserve the right to terminate this Agreement upon written notice to the other. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. If Firm terminates the Agreement, it shall timely turn over all files to the City pending at the time of termination.

**SECTION 2 –COMPENSATION, INVOICING, AND NOTICES**

2.1 The City shall compensate the Firm’s attorneys on an hourly basis of \$150.00 per hour for legal services. With the exception of paralegals, no other personnel will be compensated without prior approval (written or verbal) from the City Attorney.

2.2 The Firm shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the City’s receipt of the Firm’s invoice.

2.3 All invoices must be submitted to the Finance Department, 7 North Dixie Highway, Lake Worth, FL 33460, with a copy to the City Attorney, for review and approval prior to payment. The invoices may be submitted by email to the appropriate persons as established. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The City does not accept grouping of activities or “block billing.” Each task must be billed separately and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Firm, is not permitted by the City.

2.4 The City will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

- (a) In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought).
- (b) The City will not pay for local facsimile transmissions.
- (c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.

- (d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (e) The City does not pay for local travel (Palm Beach County), including, but not limited to, attorney's time for such local travel and/or reimbursement for meals.
- (f) For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Lake Worth Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- (g) The City will not be responsible for the cost of any computerized legal research service that the Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the City requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the City will not pay for research that is routine in nature. The City will pay only for updating and Shepardizing existing research and/or fact specific research.

2.5 This is a non-exclusive Agreement and the City does not guarantee that any services beyond those stated herein will be requested of the Firm.

2.6 All notices relating to this Agreement shall be sent via U.S. mail or email to the following:

If to Firm:

W. Craig Lawson, Esq.  
 1880 North Congress Avenue, Suite 200  
 Boynton Beach, FL 33426  
 Phone: (561)374-8624  
 Email: craig@craiglawsonlaw.com

If to City:

City of Lake Worth  
 7 North Dixie Highway  
 Lake Worth, FL 33460  
 Attn: Mike Bornstein, City Manager

Copy to: Torcivia, Donlon, Goddeau & Ansay, P.A.

Northpoint Corporate Center  
 701 Northpoint Parkway, Suite 209  
 West Palm Beach FL 33407  
 Attn: Glen Torcivia, Esq.  
 gtorcivia@torcivialaw.com

### **SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS**

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

3.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

#### **SECTION 4 - AUTHORITY TO PRACTICE**

4.1 The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the City upon request.

#### **SECTION 5 – SEVERABILITY**

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

#### **SECTION 6 - PUBLIC ENTITY CRIMES**

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Firm certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

#### **SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT**

7.1 The City and Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **SECTION 8 – WAIVER**

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

#### **SECTION 9 – COMPLIANCE**

9.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

#### **SECTION 10 – INDEPENDENT CONTRACTOR**

10.1 No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim against the City for compensation of any kind under this Agreement. The relationship between the City and Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

#### **SECTION 11 – REMEDIES**

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

#### **SECTION 12 – INSURANCE**

12.1 The Firm shall maintain during the term of this Agreement a professional liability/errors and omissions policy in the amount of \$250,000 per claim/ \$500,000 annual aggregate. Proof of insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance upon request by the City.

#### **SECTION 13 – PUBLIC RECORDS**

13.1 The Firm shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the Firm does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Firm or keep and maintain public records required by the City to perform the service. If the Firm transfers all public records to the City upon completion of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,**

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, [dandrea@lakeworth.org](mailto:dandrea@lakeworth.org), CITY OF LAKE WORTH, ATTN: DEBBIE ANDREA, 7 N. DIXIE HIGHWAY, LAKE WORTH, FL 33460.**

**SECTION 14 – EFFECTIVENESS AND PALM BEACH COUNTY IG**

14.1 This Agreement shall not become effective until approved by the City Manager. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

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

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

**CITY OF LAKE WORTH**

ATTESTS:

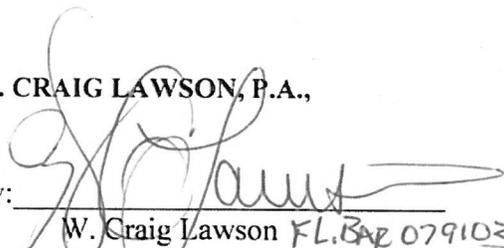
By: \_\_\_\_\_  
Pamela J. Lopez, City Clerk

By: \_\_\_\_\_  
Pam Triolo, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Glen J. Torcivia, City Attorney

**W. CRAIG LAWSON, P.A.,**

By:   
W. Craig Lawson FL BAR 079103  
Managing Attorney



**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** Human Resources

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**EXECUTIVE BRIEF**

**TITLE:**

Accepting the Proposal for Insurance Coverage submitted by Public Risk Insurance Agency (PRIA)

**SUMMARY:**

This is a request to accept the Evaluation Committee's recommendation that PRIA be retained to bind several types of insurance on behalf of the City of Lake Worth in an amount of approximately \$786,052.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth is self-insured up to the deductible amounts and every one to three years, it rebids its insurance to ensure that it is getting the best premiums possible. This year, the City of Lake Worth requested proposals from insurance brokers to provide proposals for binding the following types of insurance coverage to the City: Automobile Liability, Boiler & Machinery Coverage, Crime Coverage, Data Processing Equipment Coverage, Excess Worker's Compensation Coverage, General Liability, Property Coverage, and Public Officials Liability coverage. The City issued Request for Proposals (RFP #16-207) on July 17, 2016, with a due date of August 19, 2016. Only one firm, PRIA, properly responded to the RFP. Arthur J. Gallagher failed to submit its bid timely; therefore, its bid was returned unopened.

As a part of the RFP, proposers were required to detail the premiums for each type of insurance needed. The Evaluation Committee met on August 24, 2016, and evaluated PRIA, and its response. PRIA earned 92 out of 100 points. PRIA has serviced the City of Lake Worth for several years and the renewal rates for insurance are in line with what it has been in past years; however, the overall premiums have reduced from \$855,997 to \$786,052 with more coverage for windstorm and cyber liability. The costs are guaranteed for two years. The Evaluation Committee felt that this was a very good reduction for the City.

The Evaluation Committee recommends that PRIA be retained to bind insurance coverage as listed above.

**MOTION:**

I move to accept/reject the proposal for insurance coverage submitted by the Public Risk Insurance Agency pending final adoption of the Fiscal Year 2016-2017 budget.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
2016-17 Proposal Comparison

**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	855,997	786,052	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	855,997	786,052	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, pending adoption of FY 2017 Budget:  
**Account number: 520-1331-513-45-70**

Human Resources		Public Risk Insurance Agency (PRIA)				
Account Number (s)	Account Description		FY 2017 Proposed Budget	Available Bal Pending Approval	Agenda Expense	Balance
520-1331-513-45.70	Property & Liability		1,220,000	1,220,000	(786,052)	433,948

C. Department Fiscal Review: \_\_\_\_\_

2016 - 2017 PROPOSAL COMPARISON			
FOR			
CITY OF LAKE WORTH			
COVERAGES	PGIT EXPIRING PREMIUM	PGIT OPTIONS	PGIT 2016-17 PREMIUM
<b>PROPERTY</b>	\$222,719		<b>\$191,223</b>
<b>UTILITY PROPERTY</b>	\$465,405	\$15M Named Windstorm	<b>\$401,105</b>
	\$15M Named Windstorm	Engineering Fee	<b>\$7,004</b>
		Optional - Certified Terrorism	<b>\$8,721</b>
		Optional - Non-Certified Terrorism	<b>\$969</b>
		\$25M Named Windstorm	<b>\$416,885</b>
		Engineering Fee	<b>\$7,004</b>
		Optional - Certified Terrorism	<b>\$8,721</b>
		Optional - Non-Certified Terrorism	<b>\$969</b>
<b>INLAND MARINE</b>	Included in Property		<b>\$4,423</b>
<b>CRIME</b>	\$1,600		<b>\$1,600</b>
<b>EQUIPMENT BREAKDOWN</b>	Included in Property		<b>Included in Property</b>
<b>GENERAL LIABILITY</b>	\$33,660	Option 1: \$100,000 SIR	<b>\$33,660</b>
	\$100,000 SIR	Option 2: \$0 Deductible	<b>\$255,783</b>
		Option 3: \$25,000 Deductible	<b>\$217,415</b>
		Option 4: \$50,000 Deductible	<b>\$140,680</b>
<b>AUTO LIABILITY</b>	\$15,962	Option 1: \$100,000 SIR	<b>\$16,045</b>
	\$100,000 SIR	Option 2: \$0 Deductible	<b>\$165,670</b>
		Option 3: \$25,000 Deductible	<b>\$111,950</b>
		Option 4: \$50,000 Deductible	<b>\$74,758</b>
<b>PUBLIC OFFICIAL LIABILITY / EPLI</b>	\$23,294	Option 1: \$100,000 Deductible	<b>\$23,294</b>
	\$100,000 EPLI Deductible	Option 1: Cyber Liability (Optional)	<b>\$3,958</b>
	\$0 Public Official Liability Deductible	Option 2: \$50,000 Deductible	<b>\$23,294</b>
		Option 2: Cyber Liability (Optional)	<b>\$1,764</b>
<b>POLLUTION LEGAL LIABILITY/STORAGE TAN</b>	\$40,594	Storage Tank Liability (All Locations)	
	(Eleven Month Premium)	Option 1: \$100,000 Deductible	<b>\$35,197</b>
	All Locations Covered	Option 1: Terrorism (Optional)	<b>\$352</b>
		Storage Tank Liability (117 College St.)	
		Option 2: \$100,000 Deductible	<b>\$25,684</b>
		Option 2: Terrorism (Optional)	<b>\$257</b>
		(Both options include pollution legal liability.)	
<b>EXCESS WORKERS' COMPENSATION</b>	\$52,763	Option 1: \$500,000 SIR	<b>\$52,763</b>
	\$500,000 SIR	Option 2: \$0 Deductible	<b>\$312,963</b>
		Option 3: \$50,000 Deductible	<b>\$226,261</b>
		Option 4: \$100,000 Deductible	<b>\$189,982</b>
<b>Total: Expiring</b>	<b>\$855,997</b>	<b>Total: Renewed As Expiring</b>	<b>\$766,314</b>
		<b>Total: Recommended Options</b>	<b>\$786,052</b>
		TPA Cost (York Flat Fee Option)	<b>\$59,500</b>
		<b>GRAND TOTAL</b>	<b>\$845,552</b>
TPA Cost Breakdown - York			
Service Category	Proposed Per Claim Cost	Estimated Number of Claims	Estimated Total Cost
GL/POL/E&O/EPLI: Bodily Injury Claims	\$618	34	\$21,012
GL/POL/E&O/EPLI: PropertyDamage Claims	\$618	1	\$618
AL: Bodily Injury Claims	\$486	38	\$18,468
AL: Property Damage Claims	\$347	9	\$3,123
WC: Indemnity Claims	\$975	10	\$9,750
WC: Medical Only Claims	\$160	24	\$3,840
Report Only	\$47	13	\$611
Property Claims	\$618	1	\$618
Cost for taking over existing claims	\$55 per month until closed		Varies
OSHA 300 Log preparation - Optional	No Charge		N/A
One time fees, set up costs, etc.	N/A		N/A
Other services fees (Annual Admin)	\$4,000		
<b>Total Annual Cost</b>	<b>\$62,040 + sunset fees</b>		
<b>Optional Flat Annual Fee</b>	<b>\$59,500</b>		
TPA Cost Breakdown - PMA Management Corp.			
Service Category	Proposed Per Claim Cost	Estimated Number of Claims	Estimated Total Cost
GL/POL/E&O/EPLI: Bodily Injury Claims	\$650 GLBI / \$995 PROF	14 / If Any	\$9,100 / \$0
GL/POL/E&O/EPLI: PropertyDamage Claims	\$425 GLBI / \$995 PROF	22 / If Any	\$9,350 / \$0
AL: Bodily Injury Claims	\$650	5	\$3,250
AL: Property Damage Claims	\$425	7	\$2,975
WC: Indemnity Claims	\$825	8	\$6,600
WC: Medical Only Claims	\$150	22	\$3,300
Report Only	\$30	10	\$300
Property Claims	\$695	2	\$1,390
Cost for taking over existing claims	Various rates based on claim type	74	\$42,210
OSHA 300 Log preparation - Optional	\$500		
One time fees, set up costs, etc. (Annual Admin)	\$4,000		
Other services fees			
Data Conversion (year 1 only)	\$5,000		
CINCH (PMA's RMIS 3 user IDs)	\$4,000		
<b>Total Annual Cost</b>	<b>\$91,975</b>		
<b>Optional Flat Annual Fee</b>	<b>\$65,500</b>		



**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** City Attorney

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**EXECUTIVE BRIEF**

**TITLE:**

Settlement and General Release Agreement with Belki Hernandez

**SUMMARY:**

The Agreement provides for the settlement and general release of all claims in an amount of \$12,500.

**BACKGROUND AND JUSTIFICATION:**

This claim arose when a City employee driving a City vehicle failed to stop at a stop sign and hit Ms. Hernandez who incurred damage to her vehicle and medical bills. The City employee was charged with the accident.

The City's insurance adjuster has recommended approval of this settlement and the City Attorney concurs. The attached General Release Agreement releases the City from any and all liability related to this claim upon the payment of \$12,500. Ms. Hernandez has already executed the settlement agreement.

**MOTION:**

I move to approve/deny the settlement of the claim in the amount of \$12,500 with Belki Hernandez with authorization to execute the General Release Agreement.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	12,500	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	12,500	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:  
520-1331-513-3110

City Attorney		General Release Agreement / Settlement				
Account Number (s)	Account Description		FY 2016 Budget	Available Balance	Agenda Expense	Balance
520-1331-513-31.10	Property & Liability		438,000	95,927	(12,500)	83,427

C. Department Fiscal Review: \_\_\_\_\_

**GENERAL RELEASE AGREEMENT**  
**(Belkin Hernandez Claim 4790883)**

THIS GENERAL RELEASE AGREEMENT is entered into by the Belkin Hernandez, an individual, and the CITY OF LAKE WORTH, a Florida municipal corporation, in order to resolve all claims and disputes of personal injury.

In consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

The undersigned, Belkin Hernandez, being of lawful age, for consideration of **\$12,500.00 (Twelve thousand-five hundred 00/100--dollars)** to be paid by the CITY OF LAKE WORTH to Belkin Hernandez on behalf of and for the benefit of Belkin Hernandez his/her heirs, subrogees, executors, administrators and assigns, hereby releases and forever discharges THE CITY OF LAKE WORTH, its Commission, officials, agents, servants, employees, former employees, subsidiaries and their heirs, successors and assigns and all other persons, firms, governmental entities, and corporations of an from any claim, suits, demand, or cause of action arising from or by reason of any known and unknown, foreseen and unforeseen injuries, lost wages, medical expenses, mental anguish, pain and suffering, and any other matter or thing which has happened, developed or occurred before the signing of this General Release Agreement, and particularly, but not in limitation of any of the foregoing general terms, arising out of or related to automobile accident on or about July 10, 2014, as alleged in the pre-suit notice of claim filed with the City of Lake Worth pursuant to section 768.28, Florida Statutes, on behalf of Belkin Hernandez.

Belkin Hernandez further declares and represents that the injuries sustained by him/her may be permanent and progressive, and that recovery therefrom is uncertain and indefinite, and that all of the injuries, damages and losses may not now be fully known to him/her, and may be more numerous or more serious than he/she now expects, and in making this General Release Agreement, it is understood and agreed that Belkin Hernandez relies wholly upon his/her own judgment of the future development, progress, and result of the said injuries, known or unknown, and that he/she has not been influenced to any extent whatsoever in making this Release by any representations or statements regarding the said injuries, damages or the legal liability therefore, or regarding any other matters made by the any party to this General Release Agreement or by any physician or surgeon employed by such party or parties, and that he accepts the above mentioned sum in full settlement and satisfaction of all claims or demands whatsoever for injuries known and unknown.

It is further understood and agreed by Belkin Hernandez and the City of Lake Worth that this General Release Agreement is a compromise of a doubtful and disputed claim and the payments are not to be construed as an admission of liability on the part of those released herein, by whom liability is expressly denied.

Belkin Hernandez further agrees and certifies that (a) neither Medicare nor Medicaid have made any payments for treatment including medical treatment for any injuries in anyway related to the incident referred to in this General Release Agreement; (b) Belkin Hernandez is not currently eligible for Medicare benefits; (c) that there is no reasonable expectation that Belkin

Hernandez would qualify for or become eligible for Medicare in the next 30 months; (d) Medicare and/or Medicaid shall not be requested to pay for any treatment, including medical treatment, related to the incident referred to in this General Release Agreement and further; and, (e) should it be later determined that Medicare and/or Medicaid has/have made payments for treatment including medical treatment related to the incident referred to in this General Release Agreement, that Belkin Hernandez shall pay Medicare and/or Medicaid for such payments out of the payment received pursuant to this General Release Agreement.

Belkin Hernandez as well as the City of Lake Worth further warrant and represent that we have considered Medicare's interests in this particular General Release Agreement and it has been determined that Center for Medicare and Medicaid Services ("CMS") approval of an allocation for future Medicare covered costs and expenses are not required.

Moreover, as evidence of Belkin Hernandez's and the City of Lake Worth's intent not to shift the burden of payment for future medical expenses to the Federal Government, the amount of \$0 is being allocated from the total payment as the reasonably expected value necessary to pay for Belkin Hernandez's future medical expenses related to the injuries subject to this General Release Agreement. Should Medicare later determine that additional sums should have been allocated to pay for future medical expenses which Medicare would otherwise cover, or that conditional payments were made by Medicare as a result of the injuries covered by this General Release Agreement, Belkin Hernandez agrees to pay such sums and agrees to be solely responsible for the payment of such sums in the future.

Belkin Hernandez further agrees to defend, indemnify, save and hold harmless the City of Lake Worth, its Commission, officials, agents, servants, employees, former employees, subsidiaries and their heirs, successors and assigns from all demands, liability, damages, costs and expenses of every kind and nature including but not limited to all liens for medical expenses and medical bills, should Medicare, Medicaid, Social Security or any other State, Federal or Local Agency or Department seek past or future payment from the City of Lake Worth its Commission, officials, agents, servants, employees, former employees, subsidiaries and their heirs, successors and assigns arising out of or related to any injuries and/or damages allegedly sustained by Belkin Hernandez agreement to defend, indemnify, save and hold harmless the persons and entities in this paragraph shall apply to any demand or cause of action, including but not limited to any demand or action by CMS, or its agent Medicare Secondary Payor Recovery Contractor ("MSPRC"), to recover or recoup Medicare benefits or loss of Medicare benefits, if CMS or MSPRC determines that the money set-aside has been spent inappropriately or for any recovery sought by Medicare, including past, present and future conditional payments. Belkin Hernandez further agrees that his/her defense and indemnity obligations pursuant to this paragraph shall also include the payment of any fines or penalties imposed by CMS against the City of Lake Worth its Commission, officials, agents, servants, employees, former employees, subsidiaries and their heirs, successors and assigns that are connected to or result from the actions, agreements, warranties and/or representations of Belkin Hernandez with respect to this General Release Agreement.

Furthermore, Belkin Hernandez hereby agrees to defend, hold harmless and indemnify The City of Lake Worth, its Commission, officials, agents, servants, employees, former employees, subsidiaries and their heirs, successors and assigns from any and all hospital liens,

physicians' liens, attorney's fees or liens, Workers' Compensation liens, Medicaid liens, Medicare liens, and any health care insurance company subrogated interests or liens for payment of medical expenses incurred prior to the date of this General Release Agreement.

Belkin Hernandez is aware that he/she could become eligible for Medicare benefits well into the future and that it is possible that Medicare could in the future require he expend up to the amount of the recovery he received from this General Release Agreement for Medicare covered expenses related to his/her injuries in the future before Medicare agrees to provide coverage for his/her injuries related to this loss.

Therefore, Belkin Hernandez understands that it is in his/her best interest to maintain receipts and other documentation related to her treatment in the event CMS requests same at a later date. Belkin Hernandez voluntarily accepts this risk and waives any claims against the City of Lake Worth, its Commission, officials, agents, servants, employees, former employees, subsidiaries and their heirs, successors and assigns.

Enforcement of this General Release Agreement shall be in Palm Beach County, Florida. Regardless of which party was more responsible for its drafting, this General Release Agreement shall not be construed against either Joshua Stewart or the City of Lake Worth.

This General Release Agreement contains the entire agreement between the parties hereto and the terms of the same are contractual and not a mere recital.

This General Release Agreement shall not become effective until approved by the City Commission for the City of Lake Worth.

Belkin Hernandez has reviewed the contents of this General Release Agreement with his/her attorney and understands the contents thereof and that it is a full and final release of my claims against those released herein. Belkin Hernandez further states that she has carefully read the foregoing General Release Agreement and knows the contents thereof and has signed the same as his/her own free will and acts.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, \_\_\_\_\_ and City of Lake Worth have hereunto set their hand and seal for this GENERAL RELEASE AGREEMENT this 29<sup>th</sup> day of August, 2016.

Belkin Hernandez

By: Belkin Hernandez

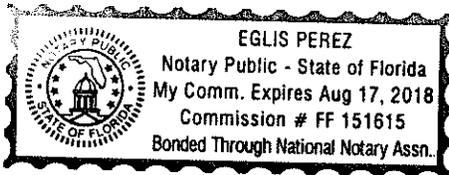
BEFORE ME, the undersigned authority, personally appeared Belkin Hernandez, who is personally known to me, or who produced identification of Passport # E 773974, whom after being first duly sworn, deposes and states that he/she executed the foregoing General Release Agreement that it is true and correct. Sworn to and subscribed before me this 29<sup>th</sup> day of August, 2016.

[Signature]

Notary Public

My Commission Expires: \_\_\_\_\_

(Notary Seal)



**CITY OF LAKE WORTH**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

Approved for legal sufficiency:

\_\_\_\_\_  
Pam Lopez, City Clerk

\_\_\_\_\_  
Glen J. Torcivia, City Attorney



**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** City Commission

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**EXECUTIVE BRIEF**

**TITLE:**

Ratify a board member to the Electric Utility Advisory Board

**SUMMARY:**

This item is to ratify the reappointment of Caroline Clore to the Electric Utility Advisory Board for a term ending on July 31, 2018.

**BACKGROUND AND JUSTIFICATION:**

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

The Commission's reappointment of Caroline Clore to the Electric Utility Advisory Board for a term ending on July 31, 2018 is requested to be ratified.

**MOTION:**

I move to ratify the Commission's appointment of Caroline Clore to the Electric Utility Advisory Board for a term ending on July 31, 2018.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Board Membership Application  
Board Membership Log



APPLICANT'S NAME: Caroline Clore  
(Print name)

**VOLUNTEER ADVISORY BOARD APPLICATION**

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

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

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

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

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

\*\* Certain skill-set disciplines required

**ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW**

1. PERSONAL

Name: Mr./Mrs./Ms (circle one) Caroline Clore

Residence: 6570 High Ridge Rd (print)

City: LANTANA State: FL ZIP Code: 33462

Proof of residency attached: \_\_\_\_\_

Mailing Address: (if different from residence)

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Home Phone: ( ) N/A Business Phone: (561) 588-6533

Cell Phone: (561) 801-2304 Email Address: cbc6570@yahoo.com

Are you a citizen of the United States? yes

Are you a registered Palm Beach County voter? yes

Are you a registered Lake Worth voter? NO

How long have you been a resident of Lake Worth? N/A

List all properties owned and/or business interests in Lake Worth? Rent -  
525 Lake Avenue - PAWS ON THE AVENUE

What is your occupation? BUSINESS OWNER

Employer? The Clore Group Inc.

Business Address: (CRA board only) \_\_\_\_\_

Are you currently serving on any City advisory Board? UAB

If so, which board? \_\_\_\_\_

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

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

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

If yes, please name the board, position, etc. \_\_\_\_\_

4

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**2. EDUCATION**High School: Central City High Date of Graduation: 1977College: Rhodes College Degree: B.A. Date of Graduation: 1981Resume attached? yes \_\_\_\_\_ no X**3. WORK EXPERIENCE**Sales/Marketing with Sara Lee Corp., ElsonPharmaceutical, Gillette, Johnson & Johnson, Int.Playtex - Sales Acct manager, unit managerregional manager and National Account Managers  
Started PAWS on the Avenue in 1999.**4. INTEREST/ACTIVITIES**Kayaking, snorkeling, football, basketball, biking,  
golf, animal rescue, and gardening.**5. COMMUNITY INVOLVEMENT**UAB board, Merchant's Association, E.U.P.Waco Worth Chamber, DCA and Eveningon the Avenues.

4

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

I have served on the UAB board for 2 terms  
AND would like to continue in order to  
contribute to the city of Lake worth and  
help the LWD realize the goals we as a  
board have put in place.

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

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

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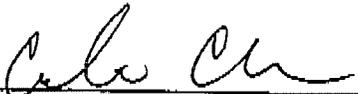
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I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

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

  
Signature

PLEASE INITIAL CBC  
9/7/16  
Date

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

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

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

or

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

or

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

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

**Florida** *The Sunshine State*  
**DRIVER LICENSE CLASS E**

CAROLINE BRYANT  
GLORE  
6570 HIGH RIDGE RD  
LANTANA, FL 33462-4016

ISSUED: [REDACTED]  
EXPIRES: [REDACTED]  
ENDORSE: [REDACTED]

*[Signature]*

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

**ELECTRIC UTILITY ADVISORY BOARD**

ONE, TWO, AND THREE-YEAR TERMS

<b>MEMBERS</b>	<b>APPOINTED</b>	<b>ETHICS TRAINING</b>	<b>EXPIRES</b>
<p>Lisa Maxwell (Chair)                      24 Yale Drive  <a href="mailto:Lobbyist1@aol.com">Lobbyist1@aol.com</a>                      (3-year term)  <b>(Commissioner District 3 Appointee)</b></p>	05/15/2012	C: 954 830-3466 YES	07/31/2018
<p>Peggy Fisher (Secretary)                      508 N. A St.  <a href="mailto:Gt72089@ymail.com">Gt72089@ymail.com</a>                      (3-year term)  <b>(Vice Mayor / Commissioner District 1 Appointee)</b></p>	05/15/2012	H: 582-0125 W: 357-4106 C: 385-1130 YES	07/31/2018
<p>Noah Tennyson                      28 Wellesley Drive  <a href="mailto:ntennyson@nasonyeager.com">ntennyson@nasonyeager.com</a>                      (2-year term)  <b>(At-large member)</b>  <b>(Mayor's Appointee)</b></p>	05/05/15	W: 561-471-3523 YES	07/31/2018
<p>Ibrahim Chalhoub                      2 Lakeside Palms Ct.  <a href="mailto:ichalhoub@bellsouth.net">ichalhoub@bellsouth.net</a>                      (3-year term)  <b>(Commissioner District 2 Appointee)</b></p>	10/20/15	C: 561-762-9178 YES	07/31/2018
<p>Steffanie Mayo                      519 North B Street  <a href="mailto:steffaniemayo@yahoo.com">steffaniemayo@yahoo.com</a>                      (3-year term)  <b>(Commissioner District 4 Appointee)</b></p>	08/16/16	C: 561-389-7685 by 9/22/16 YES	07/31/2018
<p>Caroline Clore                      6570 High Ridge Rd. 33462  <a href="mailto:Cbc6570@yahoo.com">Cbc6570@yahoo.com</a>                      (2-year term)  <b>(At-large business owner)</b>  <b>(Commission's Appointee)</b></p>	05/15/2012	H: 586-4042 W: 588-6533 C: 801-2304 YES	07/31/2016
<p>Roger St. Martin                      3760 Kenyon Rd.  <a href="mailto:daddysaint@comcast.net">daddysaint@comcast.net</a>                      (1-year term)  <b>(At-large utility service area)</b>  <b>(Commission's Appointee)</b></p>	10/06/215	C: 561-312-6035 YES	07/31/2017
<p><b>BOARD LIAISON</b>                      Jack Borsch (Electric Utility Director)                      1900 2<sup>nd</sup> Avenue North  <a href="mailto:jborsch@lakeworth.org">jborsch@lakeworth.org</a></p>		W: 561-586-1670 YES	

The purpose is to advise the City Commission, on behalf of and for the benefit of the citizens and residents of the City of Lake Worth, on electric utilities policies, plans and programs. The Board will advise the City Commission on the establishment of fair and equitable policies, plans and programs that are consistent with customer needs, legal mandates, public policy, operational requirements and the long-term financial stability and viability of the electric utilities.

Ord. No. 2012-22 – effective May 25, 2012, created a seven member board composed of at-large appointments by each of the four District Commissioners, for a term of 3 years; two at-large members, one appointed by the Mayor and one business owner, whose business is located in the City, appointed by the City Commission, for a term of 2 years; one at-large member appointed by the City Commission representing the utility service areas of or in a portion of the Village of Palm Springs and unincorporated Palm Beach County, for a term of 1 year.

The powers and duties shall include the following:

(a) Serve as a channel of communications between the City Commission, utility department staff, and the citizens of the City of Lake Worth and the business owners of Lake Worth, in order to understand and solve the many complex problems relating to water, sewer and electric utilities;

(b) Promote public access to information on the city facilities, services, policies and programs concerning the future energy needs of the community with respect to the electric utilities;

(c) To review:

(1) existing and proposed policies, plans and programs of the City of Lake Worth Utilities Department for electric utilities;

(2) proposed capital improvement plans and programs of the Utilities Department for the electric utilities and electric power plant;

(3) existing or proposed electric rate changes, electric rate structures, and the electric utilities portion of the annual budget of the Utilities Department;

(d) Assist utility staff by suggesting and reviewing policies affecting programs and services that affect acquisition, delivery or utilization of electric utility resources within the community;

(e) Perform any other duties which may be within the purview of the committee which may be assigned by the City Commission.

The City Commission shall appoint the chairperson of the initial board for a one year term; thereafter, the members shall select its own chairperson for a one year term at an election held at the first meeting of the board and annually thereafter.

The board shall meet at least once a month. The chair shall have the power to schedule special meetings or cancel regularly scheduled meetings as the workload of the board requires.

If any member fails to be present at three (3) consecutive regularly scheduled meetings or at twenty (20) percent of the regularly scheduled meetings of the Board held within any 12-month period, the city clerk shall declare the member's office vacant, and the City Commission shall promptly fill such vacancy.

**FINANCIAL DISCLOSURE FORMS ARE NOT REQUIRED.**

**Meetings:** First Wednesday every month in City Hall Conference Room

**Secretary:** Board member



**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** Legal/City Attorney

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**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-27 – First Reading - adopt the County’s curbstoning ordinance and schedule the public hearing date for October 4, 2016

**SUMMARY:**

The Ordinance adopts the County’s curbstoning ordinance that regulates the sale of motor vehicles from public and semi-public areas.

**BACKGROUND AND JUSTIFICATION:**

Palm Beach County adopted an ordinance on curbstoning on September 22, 2015 and provided that not only is it applicable within the unincorporated areas but it shall also apply in municipalities that elect to have it apply within their jurisdictions.

The proposed ordinance adopts (it will apply within the jurisdictional boundaries of the City of Lake Worth) the Palm Beach County curbstoning ordinance. The ordinance prohibits the parking of a motor vehicle on a public highway, public parking lot, public property, or upon private property where the public has a right to travel, for the principal purpose of displaying the motor vehicle for sale, hire or rental where it is not specifically authorized by law. In the event there is a violation the motor vehicle may be towed and the owner of the motor vehicle shall be assessed a penalty of \$500.00.

**MOTION:**

I move to approve/deny Ordinance No. 2016-27 on first reading and schedule the public hearing date for October 4, 2016.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Ordinance

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ORDINANCE NO. 2016-27 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7, "BEACHES, PARKS AND RECREATION", ARTICLE VI, "MUNICIPAL BEACH AREA AND MUNICIPAL BEACH", SECTION 7-69, "COMMERCIAL ACTIVITIES; PEDDLING"; AMENDING CHAPTER 21, "TRAFFIC", ARTICLE I, "IN GENERAL", SECTION 21-21, "APPLICABILITY OF "PALM BEACH COUNTY CURBSTONING ORDINANCE" TO PROVIDE THAT THE PALM BEACH COUNTY CURBSTONING ORDINANCE SHALL APPLY WITHIN THE MUNICIPAL LIMITS OF THE CITY OF LAKE WORTH; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, 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's current "Motor vehicles for sale" ordinance requires updating; and

WHEREAS, Palm Beach County recently adopted a curbstoning ordinance regulating the sale of vehicles from public and semi-public areas for the unincorporated areas of Palm Beach County and also provided that this ordinance may apply to incorporated areas if those municipalities elect to have this ordinance apply; and

WHEREAS, the "Palm Beach County Curbstoning Ordinance" regulates the sale of motor vehicles from public property, right of way and private property where the public has a right to travel; and

WHEREAS, the City wishes to clarify the applicability of the "Palm Beach County Curbstoning Ordinance" within the City; and

WHEREAS, the City Commission has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the City to adopt this ordinance.

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

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

Section 2. Chapter 7, "Beaches, Parks and Recreation", Article VI, "Municipal Beach Area and Municipal Beach", Section 7-69, "Commercial activities; peddling" is hereby amended as follows:

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**Sec. 7-69. - Commercial activities; peddling.**

~~(a) No person shall park or station on any municipal beach area property any vehicle displaying a sign or notice with the intent of offering said vehicle for sale or exchange.~~

(ba) No person shall advertise or offer for sale any article, material, or service, nor place any stand, cart, or vehicle for the transportation, sale, trade or display of any article, material or service for sale or trade within any park area unless in conjunction with a permitted use of a reserved portion of the municipal beach area with prior approval of the leisure services director and without valid licensing.

(eb) No person shall engage in any sale, exchange, barter, rental, lease or other transfer of goods, property or services whether tangible or intangible, on the municipal beach or at the municipal beach area, except pursuant to a nonexclusive license contract with the city, as provided therein.

(ec) No person shall distribute, display or affix any printed materials or advertisements to or within the municipal beach area property. Exceptions to this rule are printed materials or advertisements permanently affixed on vehicles or on clothing, distribution of printed handbills or leaflets the purpose of which is not solely commercial, announcements of park sponsored or sanctioned events; authorized signs located entirely within concession structures, and signs or distribution of printed materials in conjunction with a permitted use of reserved portion of the municipal beach area.

(ed) No person shall utilize any municipal beach area property to facilitate a commercial operation, whether land-based or from the water, without written authorization from the leisure services director and without proper licensing.

(fe) No person shall do any aggressive panhandling, hawking, peddling or soliciting in the municipal beach area.

**Section 3.** Chapter 21, "Traffic", Article I, "In General", Section 21-21, "Motor vehicles for sale; exceptions" is hereby deleted and a new Section 21-21, "Applicability of the "Palm Beach County Curbstoning Ordinance" is hereby adopted to read as follows:

**Sec. 21-21. Applicability of "Palm Beach County Curbstoning Ordinance"**  
The sale of motor vehicles on public parking lots, public streets and highways, or other public property or upon private property where the public has a right to travel by motor vehicle shall be subject to the conditions, restrictions and regulations set forth in the "Palm Beach County Curbstoning Ordinance."  
Chapter 19, Article X of the Palm Beach County Code of Ordinances, as

96 amended from time to time, is incorporated by reference within the Lake Worth  
97 Code of Ordinances as if fully set forth herein. The applicability of the “Palm  
98 Beach County Curbstoning Ordinance” is clarified to provide that any City  
99 licensing regulations shall apply as it relates to exceptions under this ordinance  
100 and that a City of Lake Worth code enforcement officer/parking employee or his  
101 or her designee shall have the same rights as a Palm Beach County code  
102 officer or Palm Beach County Sheriff’s deputy regarding the enforcement of this  
103 ordinance.

104  
105 Section 4. Severability. If any section, subsection, sentence, clause, phrase or  
106 portion of this Ordinance is for any reason held invalid or unconstitutional by  
107 any court of competent jurisdiction, such portion shall be deemed a separate,  
108 distinct, and independent provision, and such holding shall not affect the validity  
109 of the remaining portions thereof.

110  
111 Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in  
112 conflict herewith are hereby repealed to the extent of such conflict.

113  
114 Section 6. Codification. The sections of the ordinance may be made a part of  
115 the City Code of Laws and ordinances and may be re-numbered or re-lettered  
116 to accomplish such, and the word “ordinance” may be changed to “section”,  
117 “division”, or any other appropriate word.

118  
119 Section 7. Effective Date. This Ordinance shall become effective on ten (10)  
120 days after passage.

121  
122 The passage of this Ordinance on first reading was moved by  
123 Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and  
124 upon being put to a vote, the vote was as follows:

- 125  
126 Mayor Pam Triolo  
127 Vice Mayor Scott Maxwell  
128 Commissioner Christopher McVoy  
129 Commissioner Andy Amoroso  
130 Commissioner Ryan Maier

131  
132 The Mayor thereupon declared this Ordinance duly passed on first  
133 reading on the 20<sup>th</sup> day of September, 2016.

134  
135 The passage of this Ordinance on second reading was moved by  
136 Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_,  
137 and upon being put to a vote, the vote was as follows:

- 138  
139 Mayor Pam Triolo  
140 Vice Mayor Scott Maxwell  
141 Commissioner Christopher McVoy  
142 Commissioner Andy Amoroso  
143 Commissioner Ryan Maier

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The Mayor thereupon declared this Ordinance duly passed and enacted  
on the 4<sup>th</sup> day of October, 2016.

LAKE WORTH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk



**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** Legal/City Attorney

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**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-28 – First Reading - adopt the County’s solicitation and distribution on public roads ordinance and schedule the public hearing date for October 4, 2016

**SUMMARY:**

The Ordinance adopts the Palm Beach County solicitation and distribution on public roads ordinance that prohibits the solicitation of charitable contributions or the distribution of materials or goods on public roads.

**BACKGROUND AND JUSTIFICATION:**

Palm Beach County adopted an ordinance on solicitation and distribution on public roads on June 23, 2015 and provided that not only is it applicable to public highways within the unincorporated areas but it shall also apply to public roadways within municipalities that elect to have it apply within their jurisdictions.

The proposed ordinance adopts (it will apply to all roadways within the jurisdictional boundaries of the City of Lake Worth) the Palm Beach County solicitation and distribution ordinance. The ordinance prohibits a person from going upon a public road for the purpose of displaying information of any kind, distributing materials or goods or soliciting business or charitable contributions of any kind. PBSO may issue a notice to appear to persons who violate this ordinance. The notice to appear shall require the person to appear in court to respond to the municipal ordinance violation charge.

**MOTION:** I move to approve/deny Ordinance No. 2016-28 on first reading and schedule the public hearing date for October 4, 2016.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Ordinance

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ORDINANCE NO. 2016-28 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 19, "STREETS AND SIDEWALKS", ARTICLE VI, "PEDESTRIAN AND VEHICULAR RIGHTS-OF-WAY AND OTHER PUBLIC PROPERTY", SECTION 19-87, "PEDDLERS, SOLICITORS, OR CANVASSERS PROHIBITED IN DOWNTOWN AREA AND MAJOR THOROUGHFARES; EXCEPTIONS" AND ADOPTING SECTION 19-89, "APPLICABILITY OF "PALM BEACH COUNTY SOLICITATION AND DISTRIBUTION ON PUBLIC ROADS ORDINANCE" TO PROVIDE THAT THE PALM BEACH COUNTY SOLICITATION AND DISTRIBUTION ON PUBLIC ROADS ORDINANCE SHALL APPLY WITHIN THE MUNICIPAL LIMITS OF THE CITY OF LAKE WORTH; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

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

WHEREAS, Palm Beach County adopted an ordinance regulating the solicitation of business and charitable contributions or distribution materials or goods along state and county roads in the unincorporated areas of Palm Beach County and also provided that this ordinance may apply to incorporated areas if those municipalities elect to have this ordinance apply; and

WHEREAS, the "Palm Beach County Solicitation and Distribution on Public Roads Ordinance" regulates the solicitation of business and charitable contributions or distribution of materials or goods along state and county roads in the unincorporated areas of Palm Beach County; and

WHEREAS, the City wishes to have the "Palm Beach County Solicitation and Distribution on Public Roads Ordinance" apply within the limits of the City and to clarify its applicability within the City; and

WHEREAS, the City Commission has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the City to adopt this ordinance.

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 19, "Streets and Sidewalks", Article VI, "Pedestrian and Vehicular Rights-of-Way and Other Public Property", Section 19-87, "Peddlers,

47 solicitors or canvassers prohibited in downtown area and major thoroughfares;  
48 exceptions” is hereby amended as follows:

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**Sec. 19-87. - Peddlers, solicitors or canvassers prohibited in downtown area and major thoroughfares; exceptions.**

52 (a) No peddler shall conduct or engage in any business activities in the  
53 downtown area or along the major thoroughfares.

54

55 (b) No solicitors or canvassers shall conduct or engage in any soliciting  
56 or canvassing activities in the downtown area or along the major  
57 thoroughfares.

58

59 (c) This section shall not apply to:

60 (1) Authorized peddlers at the city green market or arts market;

61 (2) Authorized peddlers acting as concessionaries at a special  
62 event with the express written approval of the city or special event  
63 organizers/sponsors;

64 (3) Authorized peddlers conducting business pursuant to a  
65 franchise, permit or other written agreement with the city; or

66 ~~(4) Solicitors or canvassers who solicit or canvass exclusively  
67 for a non-profit or charitable cause in the downtown area or along  
68 major thoroughfares or are otherwise authorized by law in such  
69 areas.~~

70

71 Section 3. Chapter 19, “Streets and Sidewalks”, Article VI, “Pedestrian and  
72 Vehicular Rights-of-Way and Other Public Property”, Section 19-89, “Applicability  
73 of the “Palm Beach County Solicitation and Distribution on Public Roads  
74 Ordinance” is hereby adopted to read as follows:

75

76 **Sec. 19-89. Applicability of “Palm Beach County Solicitation and**  
77 **Distribution on Public Roads Ordinance”**

78

79 The distribution of materials and goods or solicitation of business or charitable  
80 contributions along all roads where the public has a right to travel by motor vehicle  
81 shall be subject to the conditions, restrictions and regulations set forth in the  
82 “Palm Beach County Solicitation and Distribution on Public Roads Ordinance.”  
83 Chapter 18, Article I of the Palm Beach County Code of Ordinances, as amended  
84 from time to time, is incorporated by reference within the Lake Worth Code of  
85 Ordinances as if fully set forth herein. The applicability of the “Palm Beach  
86 County Solicitation and Distribution on Public Roads Ordinance” is clarified to  
87 provide that it shall also apply to all roads within the incorporated limits of the City  
88 of Lake Worth.

89

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

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

Section 6. Codification. The sections of the ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 7. Effective Date. This Ordinance shall become effective on ten (10) days after passage.

The passage of this Ordinance on first 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 on first reading on the 20<sup>th</sup> day of September, 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 4<sup>th</sup> day of October, 2016.

LAKE WORTH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:  
  
\_\_\_\_\_  
Pamela J. Lopez, City Clerk



**AGENDA DATE:** September 20, 2016, Regular Meeting

**DEPARTMENT:** Electric Utility

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**EXECUTIVE BRIEF**

**TITLE:**

Notification letter to Orlando Utilities Commission (OUC) to extend the term of the purchased power agreement

**SUMMARY:**

This Notification Letter exercises the City's option to extend the term of an agreement with OUC for a fifth year at the same terms and conditions. The notice to extend the term of an agreement with OUC must be given no later than December 31, 2016.

**BACKGROUND AND JUSTIFICATION:**

Pursuant to Section 4.2(a) of the Agreement, the City of Lake Worth has the option to extend the Term of the Agreement for one additional one-year term.

On March 4, 2015, the Electric Utility Advisory Board recommended this agenda item for the City Commission's approval.

**MOTION:**

I move to authorize/not authorize the City Manager to execute a Notification Letter to Orlando Utility Commission to extend the term of the OUC-Lake Worth PPA through 2018.

**ATTACHMENT(S):**

Fiscal Impact – not applicable  
Draft notification letter



**Electric Utility Department**

1900 2nd Avenue North  
Lake Worth, FL 33461

**561.533.7316**

September 21st, 2016

Jan Aspuru, Vice President  
Electric & Water Production  
Orlando Utilities Commission  
100 West Anderson Street  
Orlando, Florida 32801

Re: Extension of Term of OUC-Lake Worth PPA for 2018

Dear Mr. Aspuru:

This letter comprises and transmits the City of Lake Worth's exercise of its option to extend the Term of the "INTERLOCAL AGREEMENT FOR PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY AND ASSET MANAGEMENT SERVICES BETWEEN THE CITY OF LAKE WORTH, FLORIDA AND ORLANDO UTILITIES COMMISSION" (the "Agreement") entered into as of February 7, 2013, for a fifth year.

Pursuant to Section 4.2(a) of the Agreement, the City of Lake Worth ("City") hereby gives notice to the Orlando Utilities Commission ("OUC") that it has elected to exercise, and the City does hereby exercise, the City's option to extend the Term of the Agreement for a fifth year, i.e., the calendar year beginning on January 1, 2018 and concluding on December 31, 2018.

Pursuant to Section 4.2(a), this notice to extend for the fifth year (i.e., for 2018) must be given no later than December 31, 2016, which is the last day of the third year of the initial 3- year term, which initial term began on January 1, 2014, which date was and is the "Turnover Date" under the Agreement. Therefore this notice, given on September 21st, 2016, is and has been timely given with respect to the extension of the Term for the fifth year.

Please confirm OUC's acknowledgement that the City has properly exercised its option to extend the Term for the fourth year by signing in the space provided below and returning a copy to me at your earliest convenience.

Thank you very much for your prompt attention to this matter. The City looks forward to continuing our mutually beneficial relationship. If you have any questions, please call me any time.



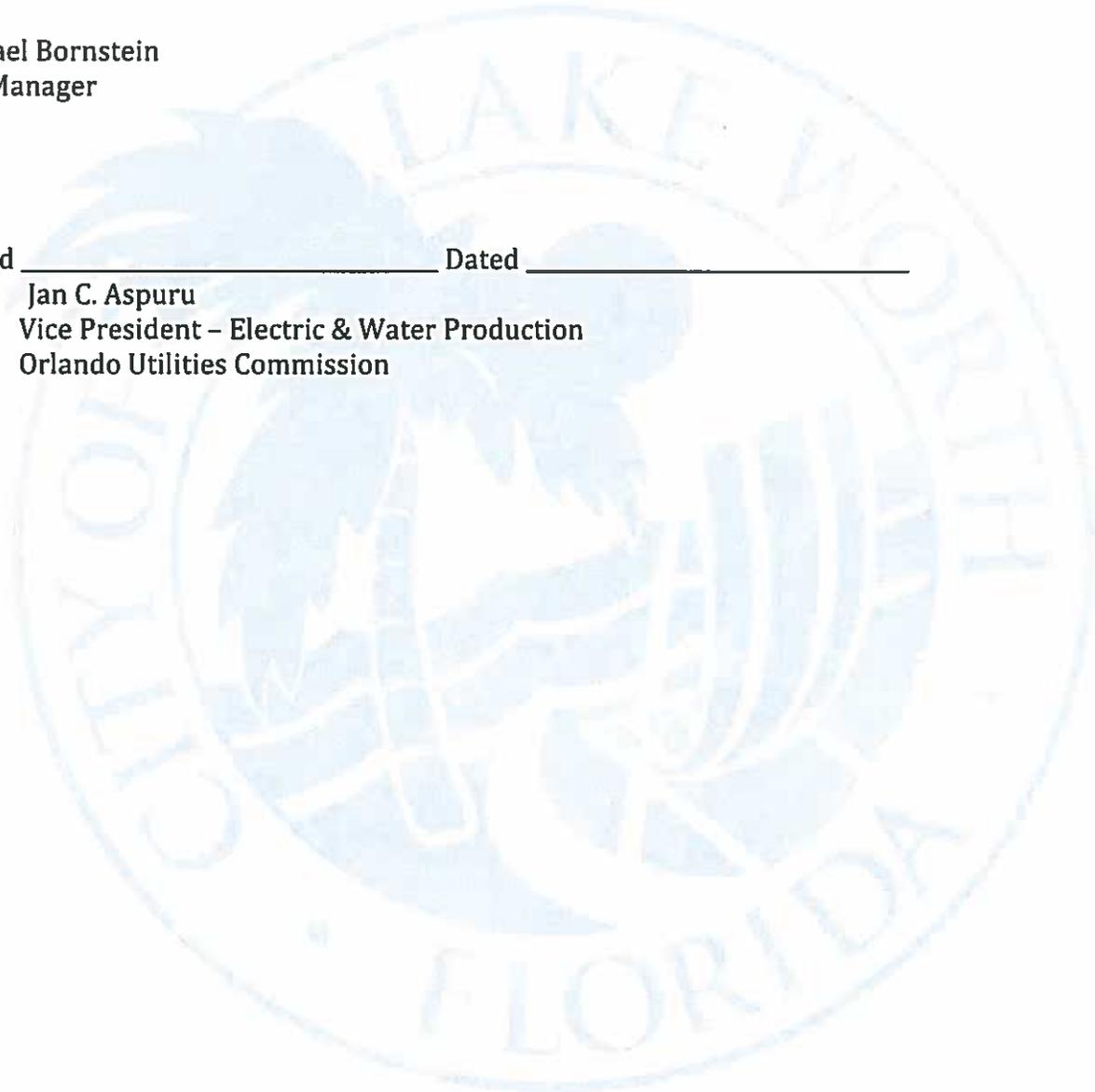
Sincerely,

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Michael Bornstein  
City Manager

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Jan C. Aspuru  
Vice President – Electric & Water Production  
Orlando Utilities Commission





**DRAFT AGENDA  
CITY OF LAKE WORTH  
CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, OCTOBER 04, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:**
- 3. PLEDGE OF ALLEGIANCE:**
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. Mango Groves Neighborhood Association Update
  - B. Proclamation declaring October 3-7, 2016 as Customer Service Week
- 6. COMMISSION LIAISON REPORTS AND COMMENTS:**
- 7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
- 8. APPROVAL OF MINUTES:**
  - A. City Commission Regular Meeting - September 6, 2016
  - B. City Commission Special Meeting - September 13, 2016
  - C. City Commission Regular Meeting - September 20, 2016
- 9. CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
- 10. PUBLIC HEARINGS:**
- 11. UNFINISHED BUSINESS:**
- 12. NEW BUSINESS:**
  - A. Resolution No. 47-2016 - adopt a list of neighborhood streets to be improved with proposed bond

funds and designate a citizen advisory committee

**13. LAKE WORTH ELECTRIC UTILITY:**

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

1) Update on the electric utility system

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

**C. PUBLIC HEARING:**

**D. NEW BUSINESS:**

**14. CITY ATTORNEY'S REPORT:**

**15. CITY MANAGER'S REPORT:**

**16. ADJOURNMENT:**

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

NOTE: ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.