

AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 04, 2020 -- 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Scott Maxwell

PLEDGE OF ALLEGIANCE: led by Commissioner Herman Robinson

AGENDA - Additions / Deletions / Reordering:

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

- A. North Grade Elementary School presentation by Nicole Patterson
- B. Proclamation declaring February 11-17, 2020 as 2-1-1 Awareness Week

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Regular Meeting - January 7, 2020](#)
- B. [Regular Meeting - January 21, 2020](#)
- C. [Work Session - January 27, 2020](#)

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

- A. [Work Order #7 with JW Cheatham for the District 3, Year 4 Pushbutton Neighborhood Road Program Project](#)
- B. [Task Order #12 with Baxter Woodman, Inc. for the Construction Engineering and Inspection Services \(CEI\) for the District 3, Year 4 Neighborhood Road Program](#)
- C. [Agreement with Environmental Services, Inc. for Historic Resources Survey Update, Phase IV](#)
- D. [Resolution No 04-2020 – Amending the fees and charges schedule](#)
- E. [Purchase authorization for Quicklime from LHoist North America of Alabama, LLC for the Water Treatment Plant](#)
- F. [Authorize Amendment 3 to Drinking Water State Revolving Fund Loan Agreement DW501710 for the 2-inch watermain phases 1A and 2 replacement projects](#)

PUBLIC HEARINGS:

- A. [Appeal by Daniel Hiatt and Frederick Schmidt of PZB case # 19-00500004: approval by the Planning and Zoning Board of a Conditional Use Permit at 1812 Aragon Avenue, Unit A](#)

UNFINISHED BUSINESS:

NEW BUSINESS:

- A. [US-1 Multimodal Corridor Study](#)

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

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)

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR MEETING OF THE CITY
TUESDAY, JANUARY 7, 2020 - 6:00 PM**

ROLL CALL: Present were Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell, Omari Hardy and Herman Robinson. Also present were City Manager Michael Bornstein, Assistant City Attorney Pamala Ryan and City Clerk Deborah Andrea.

INVOCATION OR MOMENT OF SILENCE: on behalf of Vice Mayor Andy Amoroso.

PLEDGE OF ALLEGIANCE: led by Commissioner Herman Robinson.

AGENDA - Additions/Deletions/Reordering:

There were no changes to the agenda.

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

- A.** Dr. Arce-Gonzalez gave a presentation about South Grade Elementary School including the history of the school, its unique strengths dual language and VPK on campus and a band program. She said that the areas for improvement were that many students did not speak English as their primary language and had a great need for help with their food pantry. She spoke about the many partnerships and grants, the student and teacher demographics and goals. She said that they had great volunteers from churches and colleges and the Rotary Club and that Jack the Bike Man came out each month and gave a bike to the child who won the Character Counts program that month. She stated that they had increased proficiency grades and parent participation.
- B.** Captain Todd Baer provided an update on the community policing initiatives, which included overdose data, crime prevention liaisons, Operation “Full Court Press” to have a presence in the area of 9th Ave South, grant updates, the camera project update, anti-bullying programs and the Holiday Toy Drive. He reported that the crime prevention liaisons attended the El Bodegon annual Christmas Festival and spoke to approximately 1,000 residents. He stated that Operation Full Court Press culminated in 54 arrests, all of the tag readers and cameras were fully operational and had assisted in hundreds of arrests. He said that the overdose numbers were very similar to last year and although the numbers were coming down, they were still high. He thanked all the sponsors, mostly City businesses for the golf tournament, which had generated the most money in years and was held at the City’s golf course.
- C.** Cheryl Raskin, President of South Palm Park Neighborhood Association, gave an update of activities in the neighborhood. She said that the neighborhood was the oldest in the City, running from 5th Ave. S. to 18th Ave. S., and had a great park where many activities were held every year. She stated that there were a few bumps in the road this year including drug problems, smells from the streets and an increase in crime. She said that the City had stepped up to update the roads and sewers, keep the medians nice and the streetlights working. She thanked staff for the holiday lighting event this holiday.

D. Mayor Triolo presented the Parking Award to Ricardo Espana for ethical behavior.

COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner Robinson: wished everyone a Happy New Year and said that he looked forward to accomplishments that were doable. He thanked the City employees for making the City beautiful over the holidays.

Vice Mayor Amoroso: thanked everyone for coming to the meeting and encouraged everyone to attend the meetings. He reported that he had attended a Palm Beach County League of Cities meeting about homelessness, especially in John Prince Park; he discovered that so many children were homeless and they were working to fix the issue. He asked about Mayor Triolo's initiative about reducing the speed limit on Federal Highway.

Commissioner Hardy: announced that there would be a groundbreaking ceremony for the Mid, the new housing in District 2. He said that 68% of the renters in the City were rent-burdened and he would continue to advocate for affordable housing.

Commissioner Maxwell extended Happy New Year wishes. He said that he had had a nice holiday and reflected on how well things were going. He stated that 2019 was a great year for Lake Worth Beach and 2020 would be even better.

Mayor Triolo: said Happy New Year and thanked the Arbor Day Committee as the City had received a Tree City Award. She thanked everyone for the ribbon cutting for housing for women veterans and everyone involved in the bike giveaway over the holidays. She stated that the TPA would have regular meetings in West Palm Beach where a lot of street work would be discussed, and Lake Worth Beach would have a seat at the table. She announced that there was a ribbon cutting for the new Dunkin Donuts, there would be a pre-K collaboration meeting and the bus to the beach was back; she thanked Vice Mayor Amoroso for helping with the bus.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

The following people spoke about various issues but did not write anything on their comment cards: Ted Brownstein, Michelle Sylvester, Tammy Panza.

APPROVAL OF MINUTES:

Action: Motion made by Commissioner Hardy and seconded by Vice Mayor Amoroso to approve the following minutes:

- A. Special Meeting - November 7, 2019
- B. Regular Meeting - December 3, 2019
- C. Special Meeting - December 12, 2019

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

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

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

- A. Change Order #2 to B&B Underground Construction for District 1, Year 3 Neighborhood Road Program
- B. Resolution No. 01-2020 - authorizing the Lake Worth Beach Community Redevelopment Agency to issue a non-revolving credit facility in the amount of up to \$1,500,000
- C. Ratification of appointments to various city advisory boards
- D. Utility Easements and Bill of Sale - Adopt-A-Family of the Palm Beaches, Inc.
- E. Utility Easement and Bill of Sale - Stateside Partners, LLC
- F. Utility Easement and Bill of Sale by- Neighborhood Renaissance, Inc.
- G. Work Order No. 4 with Globaltech, Inc. for Design-Build services for Radio System Upgrade Phase I
- H. Resolution No. 02-2020 - Local Agency Program Agreement 442094-1-58-01 with Florida Department of Transportation

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

PUBLIC HEARINGS:

- A. Quasi Judicial Ordinance No. 2019-15 - Second Reading - Changing the Zoning of Properties Located at 109 North Golfview Road, 121 North Golfview Road and 125 North Golfview Road

Assistant City Attorney Ryan read the ordinance by title only.

ORDINANCE NO. 2019-15 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CHANGING THE ZONING OF PROPERTIES LOCATED AT 109 NORTH GOLFWIEW ROAD, 121 NORTH GOLFWIEW ROAD, AND 125 NORTH GOLFWIEW ROAD AND MORE PARTICULARLY DESCRIBED IN EXHIBIT A AND SHOWN IN EXHIBIT B FROM A CITY OF LAKE WORTH BEACH ZONING OF LOW DENSITY MULTI-FAMILY RESIDENTIAL (MF-20) TO CITY OF LAKE WORTH BEACH ZONING OF DOWNTOWN (DT); AUTHORIZING STAFF TO AMEND THE ZONING MAP; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Triolo read the title of the case into the record, reading that this was the second reading of an ordinance to rezone properties located at 109, 121, and 125 North Golfview

Road from Low Density Multi-Family Residential (MF-20) to a Downtown (DT) zoning designation. The request was made by property owners John Rinaldi, Thomas Greene and Robert Knight. She stated that this was the second quasi-judicial hearing on the request and asked if the Commissioners had had any *ex parte* communications, personal investigations, or campaign contributions to disclose.

Commissioner Robinson said he had no communication since the last hearing.

Vice Mayor Amoroso said he had no communication since the last hearing.

Commissioner Hardy reported that he had a conversation immediately following the last meeting with Mr. Rinaldi and Patrick McKenna.

Commissioner Maxwell said he had no communication since the last hearing.

Mayor Triolo said she had no communication since the last hearing.

Mayor Triolo stated that the first reading of the ordinance was held on December 12, 2019, at which time the commission took evidence, heard testimony and public comment. She reported that the commission voted 4-1 to pass the ordinance, which was all part of the record. She said that the commission would take additional evidence, testimony and public comment at this time, and would vote on whether to adopt the ordinance.

Mayor Triolo told all those giving testimony to stand, raise their right hands, face City Clerk Deborah Andrea, and be sworn-in. City Clerk Andrea swore in all those giving testimony and announced that those testifying should state their names and addresses for the record and who they represented, if applicable.

Mayor Triolo asked if staff had any new or updated information.

Mark Stivers, Community Sustainability Deputy Director said he had no new information.

Mayor Triolo asked if the applicant had any new or updated information. There was no new information.

Mayor Triolo asked if the affected parties or members of the public wished to make comments.

Mayor Triolo read the comment card written by Lynn Anderson who wrote against the change.

Mary Watson said that she was worried that the change would require people to move within ten years.

Don Rosenshine stated that he and his wife had invested \$250,000 to live in a quiet neighborhood and the Commissioners approved the change even though there was no plan for the property.

Susan Guyaux said that the rezoning would change her quiet neighborhood.

Richard Stowe said that he felt really bad for his friends Susan Guyaux and Don Rosenshine.

Mayor Triolo asked if City staff had any questions for the applicant. There were no questions.

Mayor Triolo asked if the applicant had any questions for City staff.

John Rinaldi said that he was not opposed to his neighbor opening a hotel at the end of his street; he found out his neighbors' properties were designated Downtown and his property to have the same designation.

Mayor Triolo asked the Commissioners if they had any questions for City staff or the applicant.

Commissioner Robinson asked about the sale of the property.

Mr. Rinaldi replied that the problems with the sale of the property were not the zoning, rather with the bankers. He said that City staff had encouraged him to apply for rezoning.

Commissioner Hardy disclosed that he had accepted a campaign contribution from Don Rosenshine.

Commissioner Robinson said that he would not change his vote and would not like to see a change at this time. He stated that he might reconsider when the downtown became a growing area.

Mayor Triolo asked if staff or the applicant had any further comments or rebuttal evidence to present and they did not.

Mayor Triolo closed the evidentiary portion of the hearing to allow for Commission discussion reminding everyone that the Commission already voted 4-1 on first reading to pass the ordinance.

Mayor Triolo asked for a motion stating facts supporting the decision.

Action: Motion made by Commissioner Hardy and seconded by Vice Mayor Amoroso to approve Ordinance No. 2019-15 - changing the zoning of properties located at 109 North Golfview Road, 121 North Golfview Road, and 125 North Golfview Road.

Mayor Triolo asked if there would be a new site plan on the property and was told that a plan would have to come before the P&Z Board.

Mr. Stivers said that the last property on the north side of the street was the only property not currently zoned Downtown.

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

The meeting recessed at 7:24 PM and reconvened at 7:38 PM.

- B.** Appeal by Thomas V. Conboy, P.E., and Cliff Kohlmeyer of HRPB Project number 19-00100207: approval by the Historic Resources Preservation Board (HRPB) of a Certificate of Appropriateness for the Relocation or Demolition of ten structures located at 17 South M Street, 23 South M Street, 24 South L Street, 26 South L Street, 30 South L Street, and 32 South L Street

Mayor Triolo read the title of the case into the record, reading that this was an appeal by Thomas V. Conboy and Cliff Kohlmeyer of HRPB project # 19-00100207: approval by the Historic Resources Preservation Board of a Certificate of Appropriateness for the relocation or demolition of ten structures located at 17 South M Street, 23 South M Street, 24 South L Street, 26 South L Street, 30 South L Street, and 32 South L Street. She announced that the meeting was a quasi-judicial hearing to hear an appeal pursuant to section 23.2-17 of the City's Code of Ordinances. She said that the hearing would be a little different from the regular quasi-judicial process and asked Pamala Ryan, Assistant City Attorney, to explain how the hearing would proceed.

Assistant City Attorney Ryan gave an explanation of the process, pointing out that overturning the HRPB's decision would take a supermajority vote of the Commission. She explained that each side would have ten minutes to give a presentation and then the Commissioners would have the opportunity to ask questions of the applicant and of staff. She stated that the Commissioners could hear whatever the public had to say but could not consider the comments in the appeal; only the information that had been previously presented to the HRPB could be considered. She said that the Commission would deliberate and then make a motion to uphold or overturn the denial.

Mayor Triolo asked if the Commissioners had had any *ex parte* communications, personal investigations or campaign contributions to disclose.

Commissioner Robinson stated that he attended the Downtown Jewell neighborhood meeting and the applicant attended and there was a discussion.

Vice Mayor Amoroso said that he spoke with the CRA as its liaison and during the break, someone spoke with him about the issue.

Commissioner Hardy stated that he spoke with the applicant and the CRA in the months before the appeal.

Commissioner Maxwell had no communications to report.

Mayor Triolo said that she met that afternoon with applicant Thomas M. Conboy.

Mayor Triolo told all those giving testimony to stand, raise their right hands, face City Clerk Deborah Andrea, and be sworn-in. City Clerk Andrea swore in all those giving testimony and announced that those testifying should state their names and addresses for the record and who they represented, if applicable.

Mayor Triolo told Community Sustainability staff to give their ten-minute presentation. William Waters, Community Sustainability Director, showed a map of contributing and non-contributing properties and said that there were contributing and non-contributing properties in the area that had been torn down. He spoke about the various properties and

showed the current condition of each. He explained that the CRA had to advertise a request for people to relocate the structures before having them demolished and a demolition permit would not be issued until there was a new site plan.

Mayor Triolo stated that there were two affected parties who had appealed the decision of the HRPB; each be allowed to make a ten-minute presentation. She said that all other persons would be heard during public comment.

Cliff Kohlmeyer said that his property was across the street from the non-contributing building that was not part of the project. He stated that the HRPB's approval was in violation of applicable law and inconsistent with the City's redevelopment plan. He reported that the properties were boarded up without air conditioning, subject to deterioration. He stated that the CRA sought to demolish the buildings before submitting a site plan and the removal of the properties would disrupt the quality and character in his neighborhood. He spoke about various City guidelines and options, which had not been considered by the HRPB, and said that the demolition and removal would jeopardize the district's national historic status. He requested that the Commission grant their appeal and require the CRA to resubmit plans before any demolition would be done.

Tom Conboy said that the HRPB had made an arbitrary and capricious decision. He stated that they did not follow the guidelines and presented a lengthy list of why he felt the decision of the HRPB was wrong. He said that a site plan was needed before moving forward. He stated that they were appealing the decision and urged the Commission to approve the appeal.

Commissioner Maxwell left the meeting at 8:27 PM and returned at 8:29 PM.

David Tolces, attorney at Weiss, Serota, et. al., representing the CRA, disputed Mr. Conboy's account stating that all of the points had been supported and the proof was in the record. He said that the justification statement showed that the HRPB was justified in granting the Certificate of Appropriateness as the HRPB determined that the CRA had met its burden as well as having support from City staff. He said that there was no legal requirement for the CRA to have a specific plan and that the HRPB's approval was consistent with the Community Redevelopment Plan goals. He stated that the City had been a partner in acquiring properties and working together with the CRA to increase the tax base in the area. He iterated that, with respect to the properties, there was no legal basis to overturn the decision, which was neither arbitrary nor capricious.

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

Janet Serrano spoke in opposition to the appeal.

Barbara Reeve said that the cottages should not be demolished but something harmonious should be built if they were.

David Simms spoke in support of the appeal.

Mayor Triolo read Lynn Anderson's comment that she was for the appeal.

Mary Watson spoke in favor of the appeal.

Cathy Berger spoke in support for the appeal.

Sugar Bear asked the Commissioners to approve the appeal.

Jill Karlin spoke in support of the appeal.

Bob Banting recommended denial of the appeal.

Diane Carpentieri spoke in favor of the appeal.

Andrew Gottlieb spoke in favor of the appeal.

Lindy Seto spoke against the appeal.

Betty Resch spoke in support of the appeal.

Suzanne Cabrera, of the Housing Leadership Council, said that there was an opportunity to improve the area and had been helping to relocate the properties. She stated that the CRA had a plan for housing and nothing would be demolished until there was a site plan.

David Kislin urged residents to support the CRA as they had been positive for the City.

Alex Schultz said that senior housing, not any more retail space, was needed.

Paul Snitkin spoke in support of the appeal.

Tom Copeland asked the Commission to deny the appeal.

Tammy Panza said that she was neither for nor against the appeal.

Adrian Montiso spoke in favor of the appeal.

Mayor read the comments written by Sibel Kocabasi in favor of the appeal.

Richard Stowe spoke in favor of the appeal.

Ann Fairfax spoke in favor of the appeal.

Richard Samons spoke in favor of the appeal.

Joe Egly stated that residents had the same complaints when the previous commission approved townhouses along Federal Highway and it was a good time to start with the area in question.

Mayor Triolo told the Commissioners that it was the time to ask questions of staff, the applicant or the affected parties.

Questions/comments:

Commissioner Maxwell asked for clarification of what to consider, whether the laws had been adhered to and if the decision was arbitrary and capricious. He said that he would need to determine the accuracy of the testimony from the various parties and inquired if he should refer to Assistant City Attorney Ryan.

Assistant City Attorney Ryan replied that the determination was if the decision was contrary to law or was arbitrary and capricious. She suggested that he question any of the parties about their presentations if he had questions or consider the information in the backup.

Mayor Triolo asked if the Commission was to talk about the cottages or the CRA's process. She stated that the decision was not about what would be downtown or developing the property.

Assistant City Attorney Ryan answered that the focus should be on the HRPB's decision, the comments of the public could not be taken into consideration. She stated that the HRPB heard the evidence, listened to the CRA, the public and the affected parties, went through the application and approved it. She said that it should be determined whether the HRPB had followed the City's ordinances in making their decision.

Commissioner Hardy asked about the size of the property and how many dwelling units there were.

Mr. Waters replied that it was 1.6 acres including the parking lot, with about 20 dwelling units.

Commissioner Hardy said that he had to consider if the HRPB made its decision arbitrarily or capriciously. He stated that this was a legal matter and he did not believe the HRPB acted arbitrarily or capriciously and that it had followed the laws set forth.

Commissioner Robinson said that the HRPB acted in the best interest of the City within the law and not arbitrarily or capriciously. He said that the CRA should meet with residents.

Mayor Triolo expressed her love for the cottages. She said that there would be need for further discussion and did not believe the HRPB's decision was arbitrary nor capricious and they were within the law. She stated that there was no rapid development in the City and requested that the property not be tied up in lawsuits.

Mayor Triolo asked the Commissioner to discuss the appeal amongst themselves.

Mayor Triolo asked for a motion, stating that under section 23.2-17 of the code, the Commission shall approve, approve with modifications or disapprove the application. She said that the considerations substantiating the decision should be outlined in the motion.

Action: Motion made by Commissioner Robinson and seconded by Vice Mayor Amoroso to deny the appeal based on the fact that the Historic Resources Preservation Board did not act capriciously or arbitrarily and was within the law for Project Number 19-00100207.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners

Maxwell, Hardy and Robinson. NAYS: none.

The meeting recessed at 9:47 PM and reconvened at 10:01 PM.

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to extend the meeting for one hour.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: None. ABSENT: Commissioner Hardy.

Commissioner Hardy returned at 10:03 PM.

UNFINISHED BUSINESS:

A. Snook Island follow up per Vice Mayor Amoroso

Vice Mayor Amoroso said that this item had been tabled last October and needed to come back. He said that he had asked the County about overnight boat parking and they responded that it was not allowed. He opined that the item should come back in a work session and stated that there was no maintenance attached and a funding mechanism should be in place.

Commissioner Robinson said that the City had an underperforming asset. He asked if the City could manage the docks and directed staff to see if the policy could be changed.

Commissioner Maxwell said that he did not support this as the City had too much on its plate currently.

Commissioner Hardy said that the City had a lot on its plate but should be able to do multiple things. He stated that people should be charged to use the docks and the money received would be used for maintenance of the docks, if it were a revenue opportunity, the City should negotiate with FIND.

Vice Mayor Amoroso said that the backup contained emails between staff and FIND regarding the docks. He stated that the item needed to come back as a work session to provide direction.

Commissioner Robinson said that there could be a new policy with management to emphasize the City's waterfront.

Vice Mayor Amoroso said that staff had contacted FIND and expressed agreement that there should be a way to police the boats that currently docked there. He reiterated that overnight docking was not allowed and a plan would be needed.

Mayor Triolo requested a workshop with a representative from FIND in attendance. City Manager Bornstein said that there were two issues, the use of the docks with FIND's conditions and the management of the docks. He stated that staff was stretched to do everything necessary currently and could not manage the docks. He said if the City would move forward with a business plan, it would be necessary to know the cost of the operation

and to get FIND to agree with the plan, and it might not be possible to find the money to do this.

Mayor Triolo asked what the regulations were to moor a boat in the intracoastal waterway. She said that it could be a start to allow dinghies to go out to the boats moored there.

City Manager Bornstein replied that the intracoastal was a public right of way and anyone could moor there with no regulations. He recommended against having dinghies because the City did not have an operational mooring field.

Commissioner Hardy asked where the prohibition against overnight parking was in the agreement; if it was not in the agreement why was it being followed and if it were an ordinance, the Commission could change it.

Juan Ruiz, Assistant City Manager, responded that the prohibition was in a City ordinance that docking could only be from sunrise to sunset because of security issues. He said that the intent was for a transient operation accessible to all County residents. He had asked if the City could charge for overnight boat docking and was told that it was not allowed.

Commissioner Hardy stated that the issue about charging should be pursued. Vice Mayor Amoroso asked if there were boats illegally docked and if the City had a mechanism to fine them.

Assistant City Manager Ruiz answered that the boats were red tagged but there was a very slow process with no ability to tow them, which would require a court appearance and attorney fees. He stated that the existing facility, which did not have electricity, security nor a pump out, could not accommodate the boaters traveling the Intracoastal. Commissioner Hardy said that when luminaries of the community make a request to the City, it should be done. He opined that the City was against this from the beginning and said that FIND should be contacted.

Commissioner Robinson requested a work session, which was agreed to by Mayor Triolo and Vice Mayor Amoroso.

Assistant City Manager Ruiz asked for direction for the context of the work session.

Mayor Triolo said that the item had been discussed for 30 minutes and would go to a work session.

NEW BUSINESS:

- A. Ordinance No. 2020-01 - amending Chapter 2, Article XIX "Chronic Nuisance Property Code", Division 1 "Chronic nuisance services," by repealing ordinance 2017-12, replacing it with a new ordinance to insert provisions unintentionally removed from Ordinance 2017-12 and providing for additional nuisance activities and setting the second reading and public hearing for January 21, 2020

Assistant City Attorney Ryan read the ordinance by title only.

ORDINANCE NO. 2020-01 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REPEALING ORDINANCE 2017-12 WHICH AMENDED DIVISION 1 "CHRONIC NUISANCE SERVICES" OF CHAPTER 2 "ADMINISTRATION", ARTICLE XIX "CHRONIC NUISANCE PROPERTY CODE", TO PROVIDE FOR ADDITIONAL VIOLATIONS RELATING TO OVERDOSING AND CODE ENFORCEMENT, POSTING NOTICES, ENTERING INTO AGREEMENTS WITH PROPERTY OWNERS, AND ADDITIONAL PENALTIES AND REPLACING IT WITH A NEW ORDINANCE TO INSERT PROVISIONS UNINTENTIONALLY REMOVED FROM ORDINANCE 2017-12 AND PROVIDING FOR ADDITIONAL NUISANCE ACTIVITY; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

Action: Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve Ordinance 2020-01 on first reading and set the second reading and public hearing for January 21, 2020.

Comments/requests summary:

Commissioner Hardy said that there had been litigation regarding chronic nuisance ordinances regarding people's rights. He stated that unscrupulous owners should be punished for not keeping up their properties, but tenants were not retaliated against for the property owners being cited.

Assistant City Attorney Ryan explained that the ordinance was already on the books. She stated that there had been a business with an overdosing problem, but after receiving a letter from the City, the owner installed security and ended the problem. She said that she would investigate if there were any litigation in Florida about chronic nuisance before the second hearing.

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

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

CITY ATTORNEY'S REPORT:

Assistant City Attorney Ryan did not provide a report.

CITY MANAGER'S REPORT:

City Manager Bornstein did not provide a report.

ADJOURNMENT:

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Hardy to adjourn the meeting at 10:36 PM.

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

Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Minutes Approved: February 4, 2020

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

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
TUESDAY, JANUARY 21, 2020 - 6:00 PM**

ROLL CALL: Present were Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell, Omari Hardy and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and City Clerk Deborah M. Andrea.

INVOCATION OR MOMENT OF SILENCE: on behalf of Commissioner Herman Robinson.

PLEDGE OF ALLEGIANCE: led by Commissioner Scott Maxwell.

AGENDA - Additions/Deletions/Reordering:

Presentation items B and C, proclamations to commemorate the retirements of Scott Sanders and Henry Rhiney, were added to the agenda and New Business B, Second Amendment to the Incentive Agreement with The Mid, was added and then deleted from the meeting, to be heard at a future meeting.

Action: Motion made by Commissioner Maxwell and seconded by Commissioner Robinson to approve the agenda as amended.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: None. (Commissioner Hardy was absent for the vote)

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

- A. Mary Lindsey gave a presentation about the incredible library, completed in 1941 that the citizens of Lake Worth built with their own money and no taxpayer funds. She spoke about the new hours of operation due to the recent staff cuts, the artwork, which would be curated, a leasing program to obtain books, the Spanish family library selection and various programs that the library had, including BiblioArte, for the children of the City. She reported that many patrons used the library each month.
- B. (added) Mayor Triolo read the proclamation to commemorate the retirement of Scott Sanders. Jamie Brown, Public Works Director, presented a service award in honor of his 24 years with the City.
- C. (added) Mayor Triolo read the proclamation to commemorate the retirement of Henry Rhiney. Jamie Brown presented him with a service award for his 29 years of service to the City.

COMMISSION LIAISON REPORTS AND COMMENTS:

Vice Mayor Amoroso: stated that Martin Luther King (MLK), Jr. festivities were fabulous and many people attended the parade and speeches. He said that he would be attending the Palm Beach League of Cities luncheon and the Sober Home Task Force. He announced that the Street Painting Festival and Gay Pride Week were coming up.

Commissioner: Robinson: said that he enjoyed the three MLK celebrations, the presentations for the two retiring employees and hearing about the children using library, who were the future. He came close to hitting a bicyclist and cautioned everyone to pay attention on our roads.

Commissioner Hardy: stated that he attended the ground breaking for the Mid, which would be the first luxury apartment complex in the City. He said that the MLK celebration was a wonderful event and there were many great volunteers. He reported attending Palm Beach County Days in Tallahassee where he spoke with legislators about appropriations for the City and was hopeful that the City would get funding.

Commissioner Maxwell: wished everyone a Happy New Year and said that the City would have a dynamic 2020 as there were many things going on. He stated that the MLK events were wonderful and Retha Lowe did a great job. He expressed admiration for Mary Lindsey's library presentation.

Mayor Triolo: reported that she attended the MLK events and thanked Retha Lowe, Paul and Carla Blockson and Ted Brownstein. She stated that The Mid ground breaking was incredible and it was great to see it coming together. She said that it was good to work with the schools in Palm Beach County to encourage our kids and attended a presentation about VPK with Erica Whitfield. She announced that the beach now had its own PalmTran route 62, the "Beach Bus". She said that she attended the Color of Hope bike ride for Haiti, the Mayor's parade at the County Fair where they rode around the fair and awarded scholarships and the Census Community meeting; an accurate count was important and she thanked staff and everyone who had stepped up. She announced that the TPA was opening an office in West Palm Beach. She said that there would be several community crime walks each year, the first one held on Saturday at 3:00 PM; PBSO would be there and she invited everyone to attend.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

Todd Townsend spoke against a public private partnership, because someone else could set the hours of operation and such for the pool. He stated that the CRA would ruin the downtown with the parking garage.

Philip Scott Rice said that he served on many organizations involved with mitigating the opioid crisis and had learned that Lake Worth Beach was overlooked for resources in addressing the crisis. He offered his services to help with the issue.

Sandra Ekberg said that the Gulfstream condominium did not have enough parking spaces for the residents and requested that the City address the parking issue.

Richard Disiedue suggested two solutions to the parking situation at the Gulfstream condominium, open the row of parking spaces that faced the park to all night parking and have "resident only" parking spaces when the Gulfstream Hotel reopened.

APPROVAL OF MINUTES:

There were no minutes on the agenda.

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

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

- A. Approve Task Order # 8 with Wantman Group, Inc. for professional services for parking study phase two.
- B. Work Order No. 5 with Globaltech, Inc. for design-build services for miscellaneous improvements at the master lift station

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

PUBLIC HEARINGS:

- A. Ordinance No. 2020-01 – second reading - amending Chapter 2, Article XIX "Chronic Nuisance Property Code", Division 1 "Chronic nuisance services," by repealing ordinance 2017-12, replacing it with a new ordinance to insert provisions unintentionally removed from Ordinance 2017-12 and providing for additional nuisance activities

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2020-01 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REPEALING ORDINANCE 2017-12 WHICH AMENDED DIVISION 1 "CHRONIC NUISANCE SERVICES" OF CHAPTER 2 "ADMINISTRATION", ARTICLE XIX "CHRONIC NUISANCE PROPERTY CODE", TO PROVIDE FOR ADDITIONAL VIOLATIONS RELATING TO OVERDOSING AND CODE ENFORCEMENT, POSTING NOTICES, ENTERING INTO AGREEMENTS WITH PROPERTY OWNERS, AND ADDITIONAL PENALTIES AND REPLACING IT WITH A NEW ORDINANCE TO INSERT PROVISIONS UNINTENTIONALLY REMOVED FROM ORDINANCE 2017-12 AND PROVIDING FOR ADDITIONAL NUISANCE ACTIVITY; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to approve Ordinance 2020-01 to repeal and replace Ordinance 2017-12.

Comments/requests summary:

- 1. Commissioner Robinson asked why it would take three years to hold property owners responsible.

City Attorney Goddeau explained that a property owner could be cited after the second repeat offense. She stated that the intent was to have a code process and the ordinance gave the City another tool to make those property owners who became chronic nuisances to make with an action plan and come into voluntary compliance.

- 2. Commissioner Hardy raised the issue of differentiating between victims of crimes like domestic violence not having to worry about being cited for chronic nuisance. He stated that property owners should not be held responsible when they were victims of a crime.

City Attorney Goddeau said that there as an exception in the ordinance so that a victim of a crime would not be subject to chronic nuisance.

Commissioner Hardy said that due to Good Samaritan laws, if there were calls for service related to overdoses, care should be taken that the calls for service would not be labeled chronic nuisance, not for domestic violence and/or for overdose calls.

3. Commissioner Maxwell asked about second repeat offenses.

City Attorney Goddeau explained that the decision was made to bring the offenses forward as a chronic nuisance after the second repeat of the offense.

Commissioner Maxwell asked what would preclude an owner from saying “it was not theirs” regarding the dumpster violations.

4. Vice Mayor Amoroso said that the police officers were very well trained in domestic violence calls. He reported that he received many calls about illegal dumping and the property owners were told that it was their problem if it was on their property. He expressed hope that the dumping would be caught with all the cameras in the city.
5. Commissioner Robinson asked would be done if there were a dumping into a dumpster the day after it had been collected.

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

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

NEW BUSINESS:

- A. Resolution No. 03-2020 - adopting the Lake Worth Beach Opportunity Zone Master Plan

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 03-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA,
ADOPTING THE LAKE WORTH BEACH OPPORTUNITY ZONE MASTER PLAN;
PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Action: Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve Resolution No. 03-2020 adopting the Lake Worth Beach Opportunity Zone Master Plan.

William Waters, Community Sustainability Director, said that WGI had done a master plan study for the City’s opportunity zone area last spring and that there were meetings with the neighborhoods involved last summer. He spoke about the potential benefits such as jobs, housing, improved roads and new businesses and stated that residents favored having a laundromat, healthcare facility or grocery store. He described the five nodes in the zone and showed examples of each: Mixed use/Residential, Transit Oriented Development, Neighborhood Core, Artisanal/Makers District and Health and Tech Incubator, which followed the requirements of the City’s zoning districts and the future land use plan. He

said that Community Sustainability would work on the missing middle types of housing that were lacking in the City such as townhomes, apartment and condos. He stated that the final plan document would be available on the website and have pamphlets for developers; the Business Development Board and Palm Beach County had requested links to the document. He reported that legislation was pending to extend the benefit window for opportunity zones, which ended at the end of 2019.

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

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

B. (added then deleted) Second Amendment to the Incentive Agreement with The Mid.

CITY ATTORNEY'S REPORT:

City Attorney Goddeau provided the following report:

- Stated that she was working on the Second Amendment for The Mid, which could be presented at a special meeting the following Monday or Tuesday.

CITY MANAGER'S REPORT:

City Manager Bornstein provided the following report:

- Announced that the pier would be closed until Friday due to inclement weather and ocean swells.
- Said that the Casino Ballroom won the Wedding Wire Couples Choice Award for wedding venue for the fourth year in a row.

ADJOURNMENT:

Action: Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to adjourn the meeting at 7:24 PM.

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

Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, City Clerk

Minutes Approved: February 4, 2020

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

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION WORK SESSION - PUBLIC PRIVATE PARTNERSHIPS
MONDAY, JANUARY 27, 2020 – 6:00 PM**

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

ROLL CALL: Present were; Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell, Omari Hardy and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and Deputy City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: led by Commissioner Omari Hardy.

UPDATES/FUTURE ACTION/DIRECTION:

Public Private Partnerships

City Manager Bornstein stated that Public Private Partnerships (P3s) had been discussed in various jurisdictions across the country the past and by the City Commissioners more frequently. He stated that the purpose of the work session would be to get information about P3s and allow the Commissioners to ask questions of the experts and staff.

Jim Gilmore, Partner at Gilmore Hagan Partners (GHP), stated that GHP was a diversified economic development and government relations firm that specialized in public/private partnerships, incentive negotiation, strategic planning and public outreach and strategic communications; GHP had invented many options that were in place throughout the state. He explained that a P3 was a close business transaction involving trust between the parties and could produce a “win-win” for both by achieving investment and return objectives with additional benefits including job creation and other intangible benefits resulting from the capital investment. He said that the Public Sector/Private Sector would take the lead to identify objectives such as infrastructure, redevelopment programs, public parking with revenues and municipal facilities. He spoke about the importance of having a communications strategy, contacting the correct developers and having the proper tools for project market analytics. He stated the significance of being protected in case of “what if” scenarios and considering the risk factors related to financing a project. He said that the City would have to determine the vision for the Beach Casino Property and different options for the type of P3 involved. He spoke about the next steps for the casino property including market data collection, private market opportunities, identifying potential private partners and developing public outreach programs, and next steps for parking including a parking study, analysis of parking demand and potential locations.

Comments/requests summary:

1. Commissioner Robinson stated that there were two potential opportunities for P3s with the casino property and parking; the City would have to decide what was wanted. He asked

what GHP would assist with and if they had done P3s with big projects comparable to the beach property. He inquired if GHP would help with the County's involvement. He said that six million dollars had been set aside for the waterfront improvement, not just a pool.

Mr. Gilmore replied that the GHP and WGI would research people in the area and provide a list of people with redevelopment expertise, attorneys with a deep background in transactional work and work on an outreach strategy within the community. He said that he had worked with Jacksonville Beach, which was comparable. He stated that the County should be contacted to determine their involvement. He said that there was great interest in the City's beachfront and it would be important to identify who might be interested and what the market might be to partner with the City.

2. Mayor Triolo said that she spoke with many cities, both small and large, that had projects involving P3s. She asked what the difference would be for the City to put out an RFP or RFQ and having a P3.

Mr. Gilmore responded that just putting out an RFP or RFQ was a fishing expedition; due diligence would produce specific developers who would be interested in partnering with the City.

3. Commissioner Hardy said that it would be critical to understand that a win-win would have to be positive for both parties; residents often made suggestions for options that a partner would not be interested in. He said that there was a standoff between the services residents wanted and the changes that would be necessary to provide funding for the services, which the residents opposed. He asked how it would be possible to get some options back on the table.
4. Mayor Triolo stated that there were opportunities throughout the City and the P3 could be looked at for many different properties.
5. Commissioner Robinson expressed hope that the beach property would attract hospitality groups. He asked if there could be a P3 for the pool and a separate one for a restaurant.
6. Vice Mayor Amoroso stated that the downtown parking was of interest to change the culture.
7. Commissioner Maxwell said that he was comfortable with the P3 concept and asked the Mayor to allow public comment or ask questions. No one from the public commented.
8. Commissioner Robinson stated that he was interested in downtown parking, which was more of a CRA issue and could be dealt with in steps, but a partner was essential for the beach.
9. Mayor Triolo said that it was important for the community to be engaged and there would be more input with a P3 process.

City Manager Bornstein stated that the City would have to determine what to do at the beach and what the market would bear. He asked what level of detail would be necessary to move the project forward and get developers interested.

Mr. Gilmore replied that there should be simultaneous conversations with staff, the commission and the community about what was wanted at the beachfront and what the market said could be done, and with the real estate development community about what they would want to do there. He recommended not putting out anything formal; he would help identify what was being done in the surrounding markets and which developers might be interested.

10. Mayor Triolo stated that the casino property issue had been contentious for decades and it had been almost impossible to find a solution that would suit everyone, but the community was agreeing with the types of things they wanted there.
11. Commissioner Hardy said that there should be a process to define what would be non-negotiable at the beach property. He stated that he would be open to P3s anywhere in the City.

City Manager Bornstein asked Mr. Gilmore how extending the leases at the beach to 30 years would benefit P3s.

Mr. Gilmore replied that a 30-year term was very important and would be sufficient for a private partner to obtain financing for a project and was the standard throughout the state.

12. Commissioner Robinson said that he was looking forward to finding a partner who would be able to leverage the six million dollars committed to the property. He asked what the next step would be.

City Manager Bornstein iterated the three ballot issues, which were the 30-years leases, the Steinhardt property and the Gulfstream Hotel.

13. Commissioner Maxwell said that the 30-year leases only pertained to property east of A1A and that it would be difficult to get developers interested in projects in other parts of the City.
14. Commissioner Hardy said that it would be necessary to have discussions with the residents about what must happen and what the consequences would be if no changes were made.
15. Mayor Triolo said that after showing the residents that the City was a good steward of their money, they might gain confidence and buy into the projects.
16. Vice Mayor Amoroso said that after the March election there should be a conversation about putting the 30-year leases for the rest of the City on the November ballot.

City Manager Bornstein asked for clarity regarding next steps.

Mr. Gilmore recommended against having an RFQ until after the March election. He stated that in the time before the election, GHP would gather the market data and talk to the development community to determine who might be interested in a partnership with the City.

17. Commissioner Hardy said that the City should wait until after the March election to proceed.

18. Commissioner Maxwell stated that the City would need to have all the components of the transaction considerations in place before going ahead. He agreed that the City should wait until after the election before taking action.
19. Mayor Triolo said that it would be important to move ahead with the beach property but not to muddy the waters before the election. She spoke in favor of having a P3 no matter the outcome of the election.

City Manager Bornstein said that he would speak with GHP about gathering market data to be ready once the ballot question was decided. GHP had fulfilled the contractual obligations regarding P3s and discussion regarding further work would be forthcoming.

ADJOURNMENT:

The meeting adjourned at 7:23 PM.

Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Minutes approved: February 4, 2020.

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

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 4, 2020

DEPARTMENT: Public Works

TITLE:

Work Order #7 with JW Cheatham for the District 3, Year 4 Pushbutton Neighborhood Road Program Project

SUMMARY:

The Work Order authorizes JW Cheatham to construct the associated improvements as part of the District 3, Year 4 Pushbutton project at a cost not to exceed \$3,799,731.30.

BACKGROUND AND JUSTIFICATION:

The Neighborhood Road Program is entering the fourth and final year of construction. The engineering design work for the District 3, Year 4 Pushbutton project is completed and the lowest, most responsive and responsible bid is with JW Cheatham, Inc. The City currently has 5 construction contractors under an annual Pushbutton contract specifically to build the Neighborhood Road Program projects. JW Cheatham has successfully completed multiple projects throughout the City and is being recommended for award for this District 3 project at a cost not to exceed \$3,799,731.30. The project will be completed within 180 calendar days of the Notice to Proceed.

MOTION:

Move to approve/disapprove the Work Order #7 with JW Cheatham, Inc. at a cost not to exceed \$3,799,731.30.

ATTACHMENT(S):

Fiscal Impact Analysis

Work Order #7 – JW Cheatham, Inc. (D3,Y4)

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	3,799,731.30	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	3,799,731.30	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:

Public Services

Account Number	Account Description	FY2020 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
308-5020-519-63-15	Improve other than build		NR2003	0.00	3,799,731.30	

D. Department Fiscal Review:_____

**NEIGHBORHOOD STREETS PROGRAM
ANNUAL PAVING, CONCRETE AND MISC. HARDSCAPE CONSTRUCTION SERVICES
WORK ORDER NO. 7**

THIS WORK ORDER FOR CONSTRUCTION SERVICES (“Work Order” hereafter) is made on the ____ day of _____, 2020, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City” hereafter) and **J.W. Cheatham, LLC**, a Florida corporation, whose local business address is **7396 Westport Place, West Palm Beach, FL 33413** (“Contractor” hereafter).

1.0 Project Description:

The City desires the Contractor to provide those construction services as identified herein for the Neighborhood Streets Program. The services are generally described as: **Neighborhood Road Program, District 3 Year 4 Roadway Project** (the “Project”). The Project is more specifically described in the plans prepared by **Kinley-Horn & Associates, Inc.**, dated **December, 2019**, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contractor’s proposal attached hereto and incorporated herein as Exhibit “1”**.

3.0 Schedule

The services to be provided under this Work Order shall be substantially completed within **150** calendar days from the City’s approval of this Work Order and issuance of a notice to proceed. Final completion shall be within **180** calendar days from the City’s approval of this Work Order and issuance of a notice to proceed.

4.0 Compensation

This Work Order is issued for a line item, not to exceed amount of **Three Million Seven Hundred Ninety-Nine Thousand Seven Hundred Thirty-One Dollars and Thirty Cents (\$3,799,731.30)**. The attached proposal identifies all costs and expenses included in the line item, not to exceed amount.

5.0 Project Manager

The Project Manager for the Contractor is **Steve Cheatham**, phone: **(561) 307-4915**; email: **jwcstevc@jwcheatham.com**; and, the Project Manager for the City is **Richard C. Hasko, P.E.**, phone: **(561) 586-1686**; email: **rhasko@lakeworthbeachfl.gov**.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor’s Representations

In order to induce the City to enter into this Work Order, the Contractor makes the following

representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, 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 obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents 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 is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

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

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

8.0 Warranty. The Contractor warrants and guarantees to the City that all work provided under this Work Order will be in accordance this Work Order and the other Contract Documents. The Contractor warrants that all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under this Work Order will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its neighborhood roads. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition.

9.0 Authorization

This Work Order is issued pursuant to the Contract for Neighborhood Road Program – Annual Paving, Concrete and Miscellaneous Hardscape Construction Services between the City of Lake Worth and the Contractor, dated May 3, 2017 (“Contract” hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney
/mpa

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **J.W. Cheatham, LLC.**

By: Thomas P. Uhrig

Print Name: Thomas P. Uhrig

Title: President

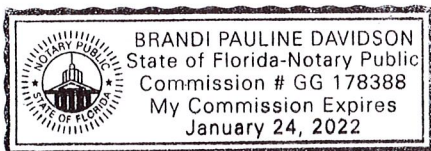
[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 21st day of January, 2020 by Thomas P. Uhrig, as President (title), of J.W. Cheatham, LLC, a _____ corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Brandi D
Print Name: Brandi Davidson
My commission expires: 01/24/2022





City of Lake Worth
BID TABULATION - NEIGHBORHOOD ROAD PROGRAM

DISTRICT 3 YEAR 4 ROAD IMPROVEMENTS

Reference IFB
NEIGHBORHOOD ROAD PROGRAM - ANNUAL PAVING, CONCRETE AND HARDSCAPE

					Project	JW CHEATHAM	
No.	FDOT No.	ITEM DESCRIPTION	EST QTY	UNIT	Quantity	UNIT PRICE	
GENERAL ITEMS							
1	102-60	WORK ZONE SIGN	50	ED		\$ 0.50	\$ -
2	102-61	BUSINESS SIGN	10	EA		\$ 100.00	\$ -
3		PROJECT SIGN (PER DETAIL)	8	EA		\$ 500.00	\$ -
4	102-76	ARROW BOARD	2	ED		\$ 13.00	\$ -
5	102-99-A	PORTABLE MESSAGE SIGN	2	ED		\$ 21.00	\$ -
6	102-150-1	PORTABLE REGULATORY SIGN	2	ED		\$ 13.00	\$ -
7		MOT - CERTIFIED FLAGMAN (2 flagman)	1	ED		\$ 530.00	\$ -
8	102-74-1	BARRICADE, TYPE 1, II, VI, DRUM	50	ED		\$ 0.25	\$ -
9		HI-VISIBILITY CONES	50	ED		\$ 0.25	\$ -
10	104-18	INLET PROTECTION	50	EA	63	\$ 160.00	\$ 10,080.00
11	110-2-A	SELECTIVE CLEARING AND GRUBBING	1	AC	0.2	\$ 1,500.00	\$ 300.00
		SUBTOTAL					\$ 10,380.00
ROADWAY							
12	327-70-AA	MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH) AND HAULOFF	500-1,000	SY	0	\$ 7.50	\$ -
12.1	327-70-AA	MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH) AND HAULOFF	Over 1,000	SY	24162	\$ 4.20	\$ 101,480.40
13	210-1-AA	REWORKING LIMEROCK BASE	500-1,000	SY	0	\$ 8.00	\$ -
13.1	210-1-AA	REWORKING LIMEROCK BASE	Over 1,000	SY	16865	\$ 6.00	\$ 101,190.00
14		REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 10" DEEP)	500-1,000	SY	0	\$ 5.50	\$ -
14.1		REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 10" DEEP)	Over 1,000	SY	9270	\$ 5.50	\$ 50,985.00
15		12" STABILIZED SUBGRADE	500-1,000	SY	0	\$ 10.00	\$ -
15.1		12" STABILIZED SUBGRADE	Over 1,000	SY	13632	\$ 10.00	\$ 136,320.00
16		8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)	500-1,000	SY	0	\$ 18.00	\$ -
16.1		8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)	Over 1,000	SY	9384	\$ 16.00	\$ 150,144.00
17		12" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)	500	SY	0	\$ 23.00	\$ -
18	334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C SP9.5	50-100	TN	0	\$ 133.00	\$ -
18.1	334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C SP9.5	Over 100	TN	2,839	\$ 118.00	\$ 335,016.00
19	337-7-33	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5	50-100	TN	0	\$ 154.00	\$ -
19.1	337-7-33	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5	Over 100	TN	0	\$ 129.00	\$ -
20	523-A-B	PATTERNED PAVEMENT, CROSSWALKS OR INTERSECTIONS	500	SY	134	\$ 115.00	\$ 15,410.00
21		COLD IN-PLACE RECYCLING (CIR) 4"-8" DEPTH	Over 1,000	SY	0	\$ 12.40	\$ -
22		ASPHALT EMULSION (FOR CIR)	1	GAL	0	\$ 2.85	\$ -
23		PORTLAND CEMENT (FOR CIR)	1	TN	0	\$ 182.00	\$ -
24		ADDED RAP OR AGGREGATE (FOR CIR)	1	TN	0	\$ 20.00	\$ -
25		ASPHALT SPEED HUMP COMPLETE W/ THERMO STRIPING (PER DETAIL)	25	EA	4	\$ 6,600.00	\$ 26,400.00
26	339-1	MISC. ASPHALT PAVEMENT	Over 100	TN	0	\$ 200.00	\$ -
27	305-1	BITUMINOUS CRACK AND JOINT SEALING	Over 1,000	LF	0	\$ 3.00	\$ -
28		CLEAN FILL DIRT F&I	50-100	CY	0	\$ 20.00	\$ -
29		SWALE CONSTRUCTION INCL. BAHIA SODDING	500	SY	0	\$ 60.00	\$ -
30		ASPHALT MILLINGS F&I	100	TN	0	\$ 30.00	\$ -
31		PBC TRAFFIC SIGNAL LOOP RESTORATION	5	EA	0	\$ 1,400.00	\$ -
		SUBTOTAL					\$ 916,945.40
CONCRETE							
32		REMOVE EX. CONCRETE CURBING (ALL TYPES)	Over 1,000	LF	13862	\$ 15.00	\$ 207,930.00
33		REMOVE EX. CONCRETE SIDEWALK / DRIVEWAY (4"-6")	Over 1,000	SY	5719	\$ 20.00	\$ 114,380.00
34	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (SELECTIVE REPLACEMENT)	Over 1,000	SY	4729	\$ 40.00	\$ 189,160.00
35	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (SELECTIVE REPLACEMENT)	500-1,000	SY	2926	\$ 60.00	\$ 175,560.00
36		MONOLITHIC CURB AND SIDEWALK (SELECTIVE REPLACEMENT)	Over 1,000	SF	4107	\$ 7.00	\$ 28,749.00
37	520-1-AA	TYPE F CURB AND GUTTER (SELECTIVE REPLACEMENT)	500-1,000	LF	14203	\$ 30.00	\$ 426,090.00
38	520-2-AA	TYPE D CURB (SELECTIVE REPLACEMENT)	500-1,000	LF	934	\$ 30.00	\$ 28,020.00
39	520-3	VALLEY GUTTER (SELECTIVE REPLACEMENT)	500-1,000	LF	4306	\$ 30.00	\$ 129,180.00
40		DECORATIVE STAMPED COLORED CONCRETE, 4" THICK	Over 500	SF	0	\$ 10.00	\$ -
41		DECORATIVE STAMPED COLORED CONCRETE, 6" THICK	Over 500	SF	0	\$ 12.00	\$ -
42		ADA CURB RAMP W/ DETECTABLE WARNINGS (CAST-IN-PLACE)	Over 100	EA	0	\$ 1,000.00	\$ -
		SUBTOTAL					\$ 1,299,069.00
STRIPING / SIGNAGE							
43	705-11-A	DELINEATOR	25	EA	0	\$ 55.00	\$ -
44	706-3	RETRO REFLECTIVE PAVEMENT MARKERS (RPM'S)	Over 500	EA	172	\$ 5.00	\$ 860.00
45		REMOVAL OF EX. STRIPING (GRIND OR WATERBLAST)	100	LF	0	\$ 1.75	\$ -
46		4" DOUBLE YELLOW THERMO	Over 500	LF	0	\$ 1.50	\$ -
47		4" SINGLE YELLOW THERMO	100	LF	0	\$ 0.60	\$ -
48		4" SINGLE WHITE THERMO	Over 500	LF	0	\$ 0.60	\$ -
49		6" DOUBLE YELLOW THERMO	100	LF	675	\$ 1.70	\$ 1,147.50
50		6" SINGLE YELLOW THERMO	100	LF	0	\$ 1.00	\$ -
51		6" SINGLE WHITE THERMO	100	LF	2637	\$ 1.00	\$ 2,637.00
52		12" SINGLE WHITE THERMO	Over 500	LF	1816	\$ 1.85	\$ 3,359.60
53		18" SINGLE WHITE THERMO	Over 500	LF	207	\$ 2.50	\$ 517.50
54		24" STOP BAR WHITE THERMO	Over 500	LF	375	\$ 3.65	\$ 1,368.75
55	700-20-11	SINGLE SIGN POST ASSEMBLY, F&I, LESS THAN 12SF	Over 100	AS	14	\$ 320.00	\$ 4,480.00
56		STANDARD STREET SIGN BLADE W/ POST ASSEMBLY	Over 50	AS	14	\$ 175.00	\$ 2,450.00
57		HISTORIC DISTRICT STREET SIGN BLADE W/ POST ASSEMBLY	25-50	AS	14	\$ 200.00	\$ 2,800.00
58		BIKE LANE SYMBOL STRIPING (THERMO)	Over 50	EA	0	\$ 425.00	\$ -
59		HANDICAP PARKING STALL COMPLETE W/ SIGN (PAINT)	10	EA	0	\$ 335.00	\$ -
60		REMOVE / RELOCATE EXISTING SIGN W/ POST	Over 50	EA	39	\$ 211.00	\$ 8,229.00
		SUBTOTAL					\$ 27,849.35

MISC. WORK					
61		ST. AUGUSTINE SOD	Over 100	SY	0
62		BAHIA SOD	Over 100	SY	0
63		CHOCOLATE BROWN MULCH	100	CY	0
64	425-4	ADJUST INLET	Over 25	EA	12
65	425-5-A	ADJUST MANHOLES	Over 25	EA	20
66	425-6	ADJUST VALVE BOX	Over 25	EA	20
67		REPLACE MANHOLE RING AND COVER	Over 25	EA	0
68		22"x22"x8" CONCRETE COLLAR (CLEANOUTS)	25	EA	0
69		30"x30"x8" CONCRETE COLLAR (VALVES)	25	EA	0
70		5'X5'X8" CONCRETE COLLAR (MANHOLES AND INLETS)	25	EA	0
71	526-1-A	ARCHITECTURAL PAVERS (PER DETAIL)	100-250	SY	0
72	110-7-A	MAILBOX RELOCATION	Over 100	EA	14
73		PAVER BRICK REPAIR (REINSTALL EXIST. BRICKS)	100-250	SY	74
74		FEC RAILROAD FLAGMAN	1	HR	0
		SUBTOTAL			
ADDITIONAL ITEMS: ROADWAY					
75		RESTORATION OF DRIVEWAYS AND WALKWAYS INCLUDING CONCRETE (6" THICK), TEXTURED CONCRETE, AND PAVER DRIVEWAYS (ON PRIVATE PROPERTY)		SY	315
76		CONCRETE BUMPOUT		EA	12
77		HEDGE REPLACEMENT		LS	1
78		REPLACE BRICK WALL		LS	1
79		HEADER CURB		LF	4776
80	527-2	DETECTABLE WARNINGS		SF	1045
81	571-1-13	PERFORMANCE TURF, SOD		SY	2787
82	700-2-11	MULTI- POST SIGN, F&I GROUND MOUNT, UP TO 12 SF		AS	1
83	500-109-AA	FENCE, SPECIAL TYPE, RESET EXISTING		LF	151
84	120-1	REGULAR EXCAVATION		CY	406
85	120-6	EMBANKMENT		CY	269
86		ROADWAY TESTING ALLOWANCE (DO NOT BID)		LS	1
		SUBTOTAL			
ADDITIONAL ITEMS: STORM DRAINAGE					
87	425-1-201	INLET, CURB TYPE 9		EA	9
88		INLET, CURB TYPE 9, PARTIAL		EA	3
89		INLET, VALLEY GUTTER, PARTIAL		EA	2
90		INLET, VALLEY GUTTER, <10'		EA	4
90	425-2-41	MANHOLES, P-7, <10'		EA	4
91	425-2-71	MANHOLES, J-7, <10'		EA	1
92	425-11	MODIFY EXISTING DRAINAGE STRUCTURE		EA	3
93		FURNISH & INSTALL REINFORCED CONCRETE PIPE (CLASS III) - 15"		LF	1578
94		FURNISH & INSTALL REINFORCED CONCRETE PIPE (CLASS III) - 36"		LF	8
95		SANITARY SEWER LATERAL (REMOVE EXISTING & REPLACE)		EA	2
94		REMOVE INLET WITH RCP		EA	2
96		TESTING ALLOWANCE (DO NOT BID)		EA	1
		SUBTOTAL			
ADDITIONAL ITEMS: POTABLE WATER					
97		REMOVAL OF EXISTING 6" CIP		LF	40
98		6" WATER MAIN (DIP)		LF	40
99		6" 45 MJ BENDS		EA	8
100		6" GATE VALVES		EA	2
101	1644-111-08	FIRE HYDRANT, FURNISH & INSTALL, STANDARD, SINGLE HOSE, 6"		EA	1
102		UTILITY TESTING ALLOWANCE (DO NOT BID)		LS	1
		SUBTOTAL			

\$	4.00	\$	-
\$	4.00	\$	-
\$	75.00	\$	-
\$	605.00	\$	7,260.00
\$	400.00	\$	8,000.00
\$	330.00	\$	6,600.00
\$	790.00	\$	-
\$	500.00	\$	-
\$	500.00	\$	-
\$	500.00	\$	-
\$	350.00	\$	-
\$	50.00	\$	700.00
\$	110.00	\$	8,140.00
\$	400.00	\$	-
		\$	30,700.00
\$	120.00	\$	37,800.00
\$	2,900.00	\$	34,800.00
\$	3,500.00	\$	3,500.00
\$	5,000.00	\$	5,000.00
\$	45.00	\$	214,920.00
\$	50.00	\$	52,250.00
\$	15.00	\$	41,805.00
\$	5,075.00	\$	5,075.00
\$	40.00	\$	6,040.00
\$	50.00	\$	20,300.00
\$	50.00	\$	13,450.00
\$	7,500.00	\$	7,500.00
		\$	442,440.00
\$	4,875.00	\$	43,875.00
\$	3,240.00	\$	9,720.00
\$	3,240.00	\$	6,480.00
\$	4,875.00	\$	19,500.00
\$	6,125.00	\$	24,500.00
\$	10,200.00	\$	10,200.00
\$	1,680.00	\$	5,040.00
\$	175.00	\$	276,150.00
\$	540.00	\$	4,320.00
\$	3,500.00	\$	7,000.00
\$	1,680.00	\$	3,360.00
\$	3,500.00	\$	3,500.00
		\$	413,645.00
\$	86.00	\$	3,440.00
\$	126.00	\$	5,040.00
\$	960.00	\$	7,680.00
\$	1,872.00	\$	3,744.00
\$	5,240.00	\$	5,240.00
\$	2,000.00	\$	2,000.00
		\$	27,144.00

SUBTOTAL ITEMS \$ 3,157,792.75

MAINTENANCE OF TRAFFIC (General Items 1-9) 8.00% \$ 252,623.42

CONTINGENCY 12.00% \$ 378,935.13

TOTAL \$ 3,799,731.30

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 4th, 2020

DEPARTMENT: Public Works

TITLE:

Task Order #12 with Baxter Woodman, Inc. for the Construction Engineering and Inspection Services (CEI) for the District 3, Year 4 Neighborhood Road Program

SUMMARY:

The Task Order #12 with Baxter Woodman authorizes the consultant to perform the CEI services for the Neighborhood Road Program's Year 4, District 3 construction project at a cost not to exceed \$53,150.00.

BACKGROUND AND JUSTIFICATION:

The Neighborhood Road Program is entering the fourth and final year of construction and the design services are completed and ready for construction. Baxter Woodman, Inc. is one of the City's four engineering consultants on contract and is responsible for the construction engineering and inspection services for this project. The project is scheduled to be completed within 180 calendar days and the consultant will be monitoring and certifying the construction work for a total of 20 hours per week. Task Order #12 will be issued to Baxter Woodman at a cost not to exceed \$53,150.00.

MOTION:

Move to approve/disapprove Task Order #12 with Baxter Woodman, Inc.

ATTACHMENT(S):

Fiscal Impact Analysis

Task Order #12

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	53,150	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	 53,150	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
308-5020-519-63-15	Improve other than Build	NR2003			\$53,150.00	

C. Department Fiscal Review: _____

EXHIBIT "A"
TASK ORDER

**PROFESSIONAL SERVICES
FOR
NEIGHBORHOOD STREETS PROGRAM
TASK ORDER NO. 12**

THIS TASK ORDER FOR PROFESSIONAL SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 20__, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **Baxter & Woodman, Inc.**, an Illinois corporation, whose local business address is 477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida, 33401 ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Neighborhood Streets Program. The services are generally described as: District 3, Year 4 Project Construction Engineering & Inspection (CEI) Services (the "Project").

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth Beach Public Services Department with plans, specifications and/or construction inspection services for the Project as specified in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within 180 calendar days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of \$53,150.00. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Rebecca Travis, P.E. phone: 561-655-6175; email: rtravis@baxterwoodman.com; and, the Project Manager for the City is Richard C. Hasko, P.E., phone : (561) 586-1686 ; email: rhasko@lakeworthbeachfl.gov .

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 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 Services between the City of Lake Worth Beach and the Consultant, dated February 7, 2017 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Debbie Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney /
mpa

By: _____
Bruce T. Miller, Financial Services Director



[Corporate Seal]

BAXTER & WOODMAN, INC.

By: _____
Rebecca Travis, P.E.
Vice President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 23 day of January 2020, by Rebecca Travis, as Vice President of Baxter & Woodman, Inc. a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Courtney Marshall
Notary Public



EXHIBIT "B"
FEE SCHEDULE
(Consisting of 1 page(s))

Neighborhood Streets Bond Program - District 3, Year 4 CMS

5th Avenue North, 8th Avenue North, North J Street, North K Street, North L Street, North Lakeside Drive

Budget Summary for Baxter & Woodman, Inc. (1/23/2020)

Task No.	Task Description	Labor Classification and Hourly Rates								Sub-Consultant Services
		Principal \$170.00	Senior Engineer III to IV \$160.00	Engineer II \$110.00	Construction Manager \$120.00	Construction Inspector \$90.00	CAD Technician \$110.00	Clerical \$70.00	Total Labor	
6	Construction Administration Services									
6.1	Preconstruction Conference				4	3		1	\$820.00	
6.2	General Administration, Project & Inspection Management				50				\$6,000.00	
6.3	Submittal Review (up to 15 shop drawings)		6		20				\$3,360.00	
6.4	Review As-Builts (monthly, estimated at 3)				10		4		\$1,640.00	
6.5	Construction Quantities Review (3 pay periods during underground work)				8				\$960.00	
6.6	Contractor RFI's (related to underground utility work only)		12		20		4		\$4,600.00	
6.7	Monthly Progress Meetings (every month - 6 mtgs)				24				\$2,880.00	
6.8	Periodic Field Inspections		8		20				\$3,680.00	
6.9	Substantial and Final Inspections - Prepare Punch List (underground work only)		2		30				\$3,920.00	
6.10	Project Close-out Documentation	3			3				\$870.00	
	Subtotal Task 6	3	28	0	189	3	4	5	\$28,730.00	\$0.00
7	Construction Inspections									
7.1	Inspections									
	Underground utility work - avg 20 hrs/wk (3 months)					258			\$23,220.00	
	General construction inspection - avg 1.5 hrs/wk (3 months)									
	Subtotal Task 7	0	0	0	0	258	0	0	\$23,220.00	\$0.00
	Labor Subtotal Hours	3	28	0	189	261	4	5		\$0.00
	Labor Subtotal	\$510	\$4,480	\$0	\$22,680	\$23,490	\$440	\$350	\$51,950.00	
	Labor Total Costs	\$51,950								
	Subconsultant Costs Total	\$0								
	Subconsultant Multiplier	1.05								
	Subconsultant Total	\$0								
	Reimbursables	\$1,200								
	Project Total	\$53,150								

Exhibit 1

City of Lake Worth – Construction Services for the Neighborhood Road Program

District 3, Year 4

5th Avenue North, 8th Avenue North, North J Street, North K Street, North L Street, North Lakeside Drive

A. Background

The City of Lake Worth Beach (CITY) has selected Baxter & Woodman, Inc. (B&W) to provide Construction Engineering Services for the City of Lake Worth Beach Neighborhood Road Program, District 3, Year 4 Roadway Improvements. Refer to project location map in *Figure 1* for the project limits.

B. Scope of Services

The Engineering Services shall include the following tasks as Amendment to the Design, Permitting & Bidding scope of work:

- Task 6 – Construction Administration Services
- Task 7 – Construction Inspections

The specific scope of services to be provided by B&W in this Contract includes the following:

TASK 6 – CONSTRUCTION ADMINISTRATION SERVICES

The general administration services during construction of the Project shall include the following tasks:

Subtask 6.1 Preconstruction Conference

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

Subtask 6.2 General Administration, Project & Inspection Coordination

B&W's Construction Manager will provide general construction administration as required for the Contract. This includes coordination with the CITY and Contractor on a weekly basis. This also includes coordination with the design engineer as necessary.

Subtask 6.3 Submittal Review

B&W shall receive, log and review Shop Drawing and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to 15 submittals

Figure 1

PREPARED FOR CITY OF LAKE WORTH BEACH PROJECT No.: 140503005



END CAROLINA CT CONSTRUCTION
STA. 52+28.68

END CORNELL DR CONSTRUCTION
STA. 66+74.79
BEGIN CORNELL DR CONSTRUCTION
STA. 61+10.52

END PENNSYLVANIA DR CONSTRUCTION
BEGIN DARTMOUTH AVE CONSTRUCTION
STA. 210+05.00
STA 70+72.00

BEGIN PENNSYLVANIA DR CONSTRUCTION
STA. 200+27.00

END N J TERRACE CONSTRUCTION
STA. 104+68.84

BEGIN 18TH AVE N CONSTRUCTION
BEGIN N J TERRACE CONSTRUCTION
STA. 40+42.89
STA. 100+28.62

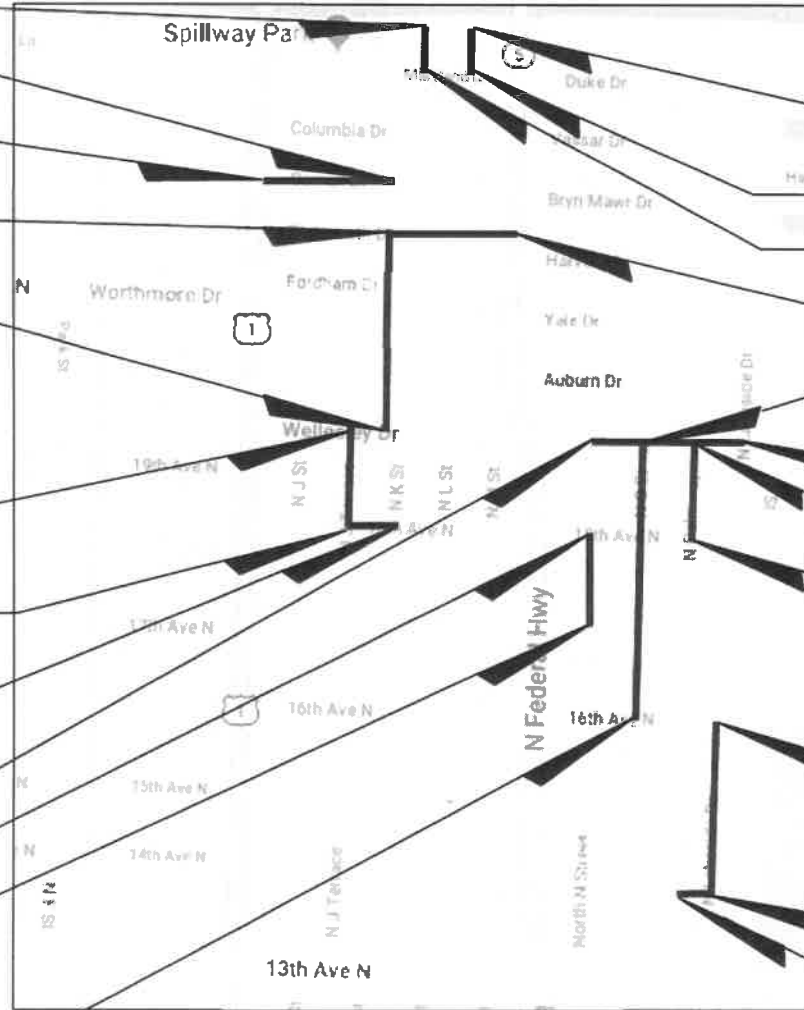
END 18TH AVE N CONSTRUCTION
STA. 42+21.94

BEGIN WELLESLEY DR CONSTRUCTION
STA. 220+48.00

END NORTH N ST CONSTRUCTION
STA. 165+62.00

BEGIN NORTH N ST CONSTRUCTION
STA. 160+31.00

BEGIN N OCEAN BREEZE CONSTRUCTION
STA. 170+77.00



END DUKE CT CONSTRUCTION
STA. 82+29.35

BEGIN DUKE CT CONSTRUCTION
STA. 80+18.78

BEGIN CAROLINA CT CONSTRUCTION
STA. 50+12.83

END DARTMOUTH DR CONSTRUCTION
STA. 76+34.00

END N OCEAN BREEZE CONSTRUCTION
STA. 184+38.00

END WELLESLEY DR CONSTRUCTION
STA. 227+97.00

END N PALMWAY CONSTRUCTION
STA. 195+07.00

BEGIN N PALMWAY CONSTRUCTION
STA. 190+19.00

END N LAKESIDE DR CONSTRUCTION
STA. 159+29.00

END 14TH AVE N CONSTRUCTION
BEGIN N LAKESIDE DR CONSTRUCTION
STA. 32+04.00
STA. 150+10.00
BEGIN 14TH AVE N CONSTRUCTION
STA. 31+06.00

LOCATION MAP
(NTS)

(total, which includes submittals and re-submittals, if required) is included in the budget for this subtask. B&W will return submittals to the Contractor and CITY within 7 to 14 days of receipt.

Subtask 6.4 As-Built Review

B&W shall review monthly (total of 3 months) as-built (Record Drawings) information from the Contractor for underground utility work only to confirm conformance to the Contract Documents.

Subtask 6.5 Construction Quantities Review

Based on onsite observations as an experienced and qualified design professional and on review of Contractor's monthly pay quantities, determine the amounts owing to the Contractor and recommend, in writing, approved quantity amounts due to Contractor. Review of stored materials items and invoices as required. This includes the review of underground utility quantity amounts for each of 3 monthly applications, including re-submittals.

Subtask 6.6 Contractor RFI's

Respond in writing to Contractor's Request for Information (RFI) regarding design documents related to the underground utility work only during the estimated 3-month construction period. B&W 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 5 working days of receipt.

Subtask 6.7 Monthly Progress Meetings

B&W shall attend monthly construction progress meetings (estimated 6 meetings) and provide an agenda and written summary of the issues discussed. Following the meeting, the Construction Manager will prepare and distribute meeting minutes (within 5 days after the meeting) to the CITY and other attendees. Meetings will be held at the CITY facilities.

Subtask 6.8 Periodic Field Inspections

B&W's Construction Manager shall make periodic field visits to observe progress of the work and attend any required field meetings. We have budgeted 20 hours for this subtask.

Subtask 6.9 Substantial and Final Inspections

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

Subtask 6.10 Project Close-Out Documentation

B&W shall prepare and submit all required project close-out documentation and issue final letter of acceptance for the underground utility work only to the CITY.

TASK 7 – RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES

The Construction Inspections phase services to be provided by B&W include the following:

1. Provide a Construction Inspector to provide part-time inspections (approximately 20 hrs/week) during the construction of the underground utility work only in a total period of not-to-exceed 3 months. Provide a Construction Inspector to provide inspections as requested by the City (approximately 1.5 hrs/week) for all other general construction tasks not associated with the underground work, for an additional period of not-to-exceed 3 months. The total construction inspection time equates to 258 hours for the construction contract. Activities performed under this task consist of furnishing a Construction Inspector during the construction of certain portions of the project as specified in this Task Order, to observe the performance of the work of the Contractor, who will:
 - Serve as B&W’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 B&W 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. B&W 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 and drainage lamping.
 - RPR shall work with the Contractor and develop a Daily Quantity Sheet (based on the approved Schedule of Values) to be reviewed and accepted each day agreeing to the quantities of Schedule of Value items installed.
 - Document construction through preparation of daily inspection reports. Reports to be forwarded to City weekly.

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.

C. 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. CITY to provide construction administration and inspection services for all work items not pertaining to the underground utility work.
2. No PBCHD permit close-out is included as part of this project. The proposed plans call for less than 100 LF of proposed water main, which does not require PBCHD permit and clearance.
3. B&W assumes that all existing and proposed infrastructure roadway/pipeline alignments are within the CITY's, rights-of-way and/or approved easements.
4. B&W will only provide review and approval for the underground utility quantities for the project. After quantity approval by B&W, CITY will review and approve all pay applications.
5. CITY will be responsible for acquisition of easements (including temporary construction easements), if required. Surveying and legal work necessary to prepare document for and to secure easements (temporary and permanent) required for installation of the roadway/piping improvements is the responsibility of the CITY.
6. CITY to prepare change orders.
7. Contractor shall be responsible for preparing Record Drawings.
8. B&W assumes that there are no contaminated soils or groundwater in the project area.
9. Shop drawings will be electronically submitted by the contractor.
10. Work by others includes:

- Identifying stakeholders and creating a database for notifications
- Public outreach meetings during the 6-month time-frame
- Provision of periodic progress and status reports regarding public outreach
- Create, coordinate schedule for and distribution of door hangers
- Provision of project tools to keep residents informed
- Provision of information for website postings
- Tracking and reporting of Resident Complaints, coordination of response and resolution
- Preparation of public outreach material

D. Additional Services

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

1. Additional supervision or construction observation in excess of that specified in this Contract.
2. Assisting the CITY in the settlement of construction contract claims will be an additional service.

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

E. Compensation

Compensation by the CITY to B&W for all tasks will be on a Not-to-Exceed (time utilized) basis in accordance with the above mentioned Agreement. The estimated compensation for the services described in this Contract is **\$53,150.00** as shown in Table 1 below and detailed in **Exhibit B**.

TABLE 1: LABOR AND EXPENSE SUMMARY

	Total Cost
Task 6 – Construction Administration Services	\$28,730.00
Task 7 – Construction Inspections	\$23,220.00
Reimbursables	\$1,200.00
Totals	\$53,150.00

F. Schedule

The Construction time-frame is as follows:

- The project will be awarded by the end of February 2020.
- Construction Administration Services=>total of 3 months (during underground utility installation)
- Construction Inspection Services => total of 20 hours/week for 3 months (during underground utility installation); total of 1.5 hours/week for an additional 3 months as needed (for all other general construction at the City’s request)

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 4, 2020

DEPARTMENT: Community Sustainability

TITLE:

Agreement with Environmental Services, Inc. for Historic Resources Survey Update, Phase IV

SUMMARY:

The Agreement authorizes Environmental Services, Inc. to complete the Lake Worth Beach Historic Resources Survey Update, Phase IV in the amount of \$63,000.00.

BACKGROUND AND JUSTIFICATION:

The State of Florida, Department of State, Division of Historical Resources is providing the City with \$50,000 under the FY 2019-2020 Small Matching Historic Preservation Grants Program. The purpose of this grant award is to provide the City with funding assistance to procure the services of a cultural resources management consultant to assist the City in developing Phase IV of the City's historic resources survey.

This survey is intended to provide updated and accurate information regarding contributing and noncontributing properties within the City's six historic districts. The fourth phase will complete this effort by surveying remaining districts that have not yet been updated. These areas are primarily located in the Southeast Lucerne and Old Lucerne Local Historic Districts. The City will utilize the services of Environmental Services Inc. to oversee the project, conduct the field surveys, update the existing Florida Master Site forms, create new Florida Master Site forms, and assemble the survey documentation.

On September 29, 2019, the City published a Request for Proposals for qualified consultants for the scope of the grant. On November 5, 2019, the City evaluated the proposals and selected Environmental Services, Inc. as the highest scoring candidate. Environmental Services, Inc. was selected in prior years to complete the Lake Worth Beach Historic Resources Survey Updates I, II, and III.

This Agreement will utilize the \$50,000 small matching historic preservation grant and a local cost share of \$13,000 to engage with Environmental Services, Inc. for the completion of the Lake Worth Beach Historical Resources Survey, Phase IV.

This Agreement is in accordance with City of Lake Worth Beach Resolution 38-2019, authorizing the acceptance of an award from the Florida Department of State, Division of Historical Resources for grant funds provided through the fiscal year 2019-2020 small matching historic preservation grants program in the amount of \$50,000 for conducting the Lake Worth Beach Historic Resources Survey, Phase IV.

MOTION:

Move to approve/disapprove the Agreement with Environmental Services, Inc. for the Historic Resources Survey Update, Phase IV.

ATTACHMENT(S):
 Fiscal Impact Analysis
 Resolution 38-2019
 Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	0	0	0	0	0
Operating Expenditures	63,000.00	0	0	0	0
External Revenues	50,000.00	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 13,000.00	 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:

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
180-9720-515.31-90	Professional Fees	SG 2001	\$50,000	\$100,000	\$50,000	\$50,000
180-9700-515.31-90	Professional Fees		\$15,000	\$15,000	\$13,000	\$2,000

C. Department Fiscal Review:_____

RESOLUTION NO. 38-2019 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE ACCEPTANCE OF AN AWARD FROM THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES FOR GRANT FUNDS PROVIDED THROUGH THE FISCAL YEAR 2019-2020 SMALL MATCHING HISTORIC PRESERVATION GRANTS PROGRAM IN THE AMOUNT OF \$50,000 FOR CONDUCTING THE HISTORIC RESOURCES SURVEY PHASE IV; AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Small Matching Historic Matching Grant Program is administered by the Florida Department of State, Division of Historical Resources (the "Division"); and

WHEREAS, the Division has provided notice to the City of an award of a Small Matching Grant as a Certified Local Government in the amount of \$50,000 for the purpose of conducting the Phase IV survey of the City's historic resources; and

WHEREAS, the City desires to accept this award to procure the services of a cultural resources management consultant to assist the City with the Phase IV survey historic districts not yet updated of for historical significance; and

WHEREAS, the City and the Division both desire to enter in Agreement for this purpose; and

WHEREAS, the proposed project serves a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the acceptance of an award from the Florida Department of State, Division of Historic Preservation for grant funds made available through the Fiscal Year 2019-2020 Small Matching Historic Preservation Grants Program in an amount of \$50,000 to procure the services of a cultural resources management consultant to assist the City in conducting the Phase IV survey of the City's historic resources.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the Mayor to execute the Agreement and all documents related to the City's award.

SECTION 3: The City Commission hereby authorizes Kevin Fischer, Planning and Preservation Manager, or his designee, to serve in the capacity of Project Manager for this purpose.

SECTION 4: Upon execution of the resolution, one copy shall be delivered to the Planning and Preservation Manager. The fully executed original shall be maintained by the City Clerk as a public record of the City.


SECTION 5: This resolution shall become effective upon adoption.

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


Mayor Pam Triolo	AYE
Vice Mayor Andy Amoroso	AYE
Commissioner Scott Maxwell	AYE
Commissioner Omari Hardy	AYE
Commissioner Herman Robinson	AYE

The Mayor thereupon declared this resolution duly passed and adopted on the 20th day of August, 2019.

LAKE WORTH BEACH CITY COMMISSION

By: 
Pam Triolo, Mayor

ATTEST:


Deborah M. Andrea, CMC, City Clerk



PROFESSIONAL SERVICES AGREEMENT
(Historic Resources Survey Update, Phase IV)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on ____ day of _____, 2019, by and between the City of Lake Worth Beach, a Florida municipal corporation ("City") and Environmental Services, Inc., a Florida corporation ("Consultant").

RECITALS

WHEREAS, the City issued a Request for Proposals #19-214 ("RFP", incorporated fully herein by reference) for a consultant to provide Historic Resources Survey Update, Phase IV; and

WHEREAS, the Consultant submitted a proposal to provide the services described and set out in the RFP; and

WHEREAS, the City desires to accept the Consultant's proposal (consisting of 31 pages and incorporated fully herein by reference) and enter into an agreement with the Consultant for the provisions of services as set forth in the RFP; and

WHEREAS, the City finds awarding the RFP to the Consultant as described herein serves a valid public purpose.

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

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 the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. Consultant is hereby engaged by the City to perform a historic resources survey update in accordance with the requirements and terms and conditions of RFP 19-214, specifically including the grant requirements in the Agreement between the City and the State of Florida. RFP 19-214 as well as the Consultant's proposal is hereby incorporated into this contract. In the event of a conflict, the term of this Professional services Agreement shall govern first; second, the RFP 19-214; and third the Consultant's proposal.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant 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 4: TERM, TIME AND TERMINATION.

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for the term necessary to complete all services as set forth in the Consultant's proposal unless earlier terminated as sated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth in Exhibit "A".

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind

whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate the Consultant in accordance with the rate schedule set forth in **Exhibit "A"**; **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed Sixty Three Thousand Dollars (\$63,000.00).** The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the City under this Agreement and not set forth in Exhibit "A".

b. Invoices. The Consultant shall render quarterly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must

have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per claim
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. 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 upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: 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.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: 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, to 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.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

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

and if sent to the Consultant, shall be sent to:

Environmental Services, Inc.
7220 Financial Way, Suite 100
Jacksonville, FL 32256

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. 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.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibit "A". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and Exhibit "A", the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the City shall become the property of the City. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement

the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The Consultant 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 Agreement and following completion of this Agreement if the Consultant 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 Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: DEBBIE ANDREA, AT (561) 586-1662, DANDREA@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 36: NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 37: SCRUTINIZED COMPANIES.

- a. The Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- b. If this Agreement is for one million dollars or more, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- c. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. The Consultant agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- e. The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the City of the same.
- f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement to Historic Resources Survey Update, Phase IV on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney
/mpa

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: ENVIRONMENTAL SERVICES, INC.

By: Mary K Howalt

Print Name: GARY K. HOWALT

Title: Principal / Dept. Mngr.

[Corporate Seal]

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 10 day of January, ²⁰²⁰~~2019~~, by Gary Howalt as Principal of Environmental Services, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Kerry Olds
Notary Public

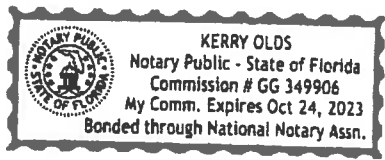


EXHIBIT "A"

Revised Schedule for Scope of Services

According to background data collected by ESI Staff in preparation of this proposal, we estimate there are approximately 547 parcels in Southeast Lucerne and Old Lucerne with resources constructed in or prior to 1970 that have not been previously recorded. ESI proposes to focus field efforts on these resources first and will collect data on resources in other districts that were likely missed or that have become eligible since the inception of Phase I of the survey second. Background research also identified approximately 130 parcels with potential resources to be confirmed.

An outline of the project, proposed scope of service deliverables, including schedule and compensation are provided in the following sections.

Task 1: Engagement January 2020	\$4,500.00
Task 2: Background Research/Data Collection January 2020 - February 2020	\$7,500.00
Task 3: Field Survey February 2020 - March 2020	\$25,000.00
Deliverable 1: Sample FMSF Forms February 2020	
Task 4: Draft Survey Reporting & Mapping mid-April 2020 - mid-June 2020	\$15,000.00
Deliverable 2: Draft Survey Report May 29, 2020	
Task 5: Survey Report, FMSF Forms, GIS Data mid-May 2020 - July 2020	\$11,000.00
Deliverable 3: Final & Individual Reports July 10, 2020	
Total Estimate:	\$63,000.00

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 4, 2020

DEPARTMENT: Community Sustainability

TITLE:

Resolution No 04-2020 – Amending the fees and charges schedule

SUMMARY:

The Resolution amends the adopted fee schedule to create consistency in the fee schedule, adjust several fee charges, and reinstate fees that were inadvertently removed from the schedule.

BACKGROUND AND JUSTIFICATION:

In coordinating our fee schedule with ProChamps, it came to our attention that their system cannot support the current bifurcated fee schedule. This amendment will provide for a single escalating fee schedule rather than one for improved and one for unimproved properties. The result will be an insignificant increase in total revenues for the city. In addition, this resolution will reinstate two tabs of the fee schedule related to Planning and Zoning fees and Miscellaneous fees that were inadvertently removed from the fee schedule and were part of the previously adopted fee schedule.

Leisure Services is amending fees including the Golf Course frequent player card annual fee, youth soccer, youth flag football and winter camp to allow for early, normal and late registration fees. Recreation is also requesting to increase fees with our sports providers and Parking is adding fees for parking hearings before the City's Special Magistrate.

MOTION:

Move to approve/disapprove Resolution 04-2020

ATTACHMENT(S):

Fiscal Impact Analysis

Resolution No. 04-2020

Exhibit A Fee Schedule Amendments

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

The proposed changes in the fee schedule will have a minimal impact on the annual revenues for this fiscal year as the revenue projections already anticipated these fees.

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 0	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Revenue	Balance

C. Department Fiscal Review:_____

1
2
3 RESOLUTION NO. 04-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA,
4 AMENDING THE FEES AND CHARGES SCHEDULE FOR CITY SERVICES AND
5 OTHER CHARGES FOR THE 2019-2020 FISCAL YEAR; PROVIDING FOR
6 CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.
7

8 WHEREAS, the City of Lake Worth, Florida provides a variety of services to its
9 residents and the public for the overall general health, safety and welfare of the City and
10 its utility areas; and
11

12 WHEREAS, the City Commission desires to establish fees and charges for such
13 City services in an amount that is based upon the reasonable associated administrative
14 expenses to the City; and
15

16 WHEREAS, the City Commission adopted a comprehensive fees and charges
17 structure for the first time for the 2012-2013 fiscal year for City services; and
18

19 WHEREAS, the City Commission adopted a comprehensive schedule of fees and
20 charges for Fiscal Year 2019-2020 to become effective on December 1, 2019, and
21

22 WHEREAS, the City Commission finds the adoption of the amended fees and
23 charges for use & occupancy set forth herein serves a valid public purpose.
24

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

28 SECTION 1: The foregoing recitals are incorporated into this resolution as true and
29 correct statements.
30

31 SECTION 2: The current 2019-2020 fiscal year schedule of fees and charges for
32 registration of foreclosed, abandoned and or vacant improved and unimproved properties,
33 city parking violations, membership fees for the golf course, the fees for youth
34 activities/Sports as well as two tabs that were inadvertently left off the fee schedule are
35 attached hereto as Exhibit A and incorporated herein is hereby amended.
36

37 SECTION 3: Except as revised by this resolution, all other fees and charges adopted
38 by the City remain unchanged.
39

40 SECTION 4. All resolutions or parts of resolutions in conflict herewith are hereby
41 repealed.
42

43 SECTION 5. If any provision of this resolution or the application thereof to any person
44 or circumstances is held invalid, the invalidity shall not affect other provisions or
45 applications of this resolution which can be given effect without the invalid provision or
46 application and to this end the provisions of this resolution are declared severable.

47
48 **SECTION 6:** This resolution shall become effective upon adoption with the fees and
49 charges set forth herein to apply February 5, 2020.

50
51 The passage of this resolution was moved by Commissioner _____,
52 seconded by Commissioner _____, and upon being put to a vote, the
53 vote was as follows:

- 54 Mayor Pam Triolo
- 55 Vice Mayor Andy Amoroso
- 56 Commissioner Scott Maxwell
- 57 Commissioner Omari Hardy
- 58 Commissioner Herman Robinson

59
60 The Mayor thereupon declared this resolution duly passed and adopted on the 4th
61 day of February, 2020.

62
63 LAKE WORTH CITY COMMISSION

64
65 By: _____
66 Pam Triolo, Mayor

67
68 ATTEST:
69
70
71 _____
72 Deborah M. Andrea, City Clerk



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
COMMUNITY SUSTAINABILITY	Code Compliance - Foreclosure Registry Program	Costs
Registration of Foreclosed, Abandoned, Vacant Properties	Registration of Foreclosed, Abandoned, and/or Vacant Improved and Unimproved Properties	
	First Year	\$200 Annually
	Second Year	\$300 Annually
	Third Year	\$400 Annually
	Fourth Year	\$500 Annually
	Fifth Year	\$600 Annually
	Each Subsequent Year	\$750 Annually
Nuisance Fees	Chronic Nuisance Administration Fee - First Offence	\$200
	Chronic Nuisance Administration Fee - Subsequent Offence	\$500
	Chronic Nuisance Abatement Fee	Cost of Services

Footnote / Explanation



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
COMMUNITY SUSTAINABILITY	Planning, Zoning & Historic Preservation (LDRs)	Costs
MISCELLANEOUS FEES	Color Zoning or Future Land Use (FLU) Map	Current color copy rate
	Black and White Zoning or FLU Map	Current black/white copy rate
	Comprehensive Plan	Current copy rate
	Zoning Confirmation Letter	\$ 40.00
	Zoning Confirmation Letter - Specific Use	100.00
	Zoning Interpretation Letter	200.00
	Unity of Title Release	50.00
	Certificate of Non-Conformity	200.00
	Hearing Postponement Request	50.00 + Actual advertising cost
	BTR Zoning Review - Residential	15.00
	BTR Zoning Review - Non Residential	15.00
	Use & occupancy Zoning Review	15.00
	Records File Retrieval (per box)	Current Retrieval Rate
	Cost Recovery - Consultant Fees	Applicant to pay actual rates
	Cost Recovery - Staff Research	45.00 per hour after 1st hour
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
COMMUNITY SUSTAINABILITY	Planning, Zoning & Historic Preservation (LDRs)	Costs
PLANNING & ZONING FEES (Cont'd) BUILDING PERMIT ZONING REVIEW	Variance Fees Single Family Residential (SFR) Single Family Residential - each additional Multi-Family Residential (MFR) Multi-Family Residential - each additional Non-Residential and Mixed Use (NR & MU) Non-Residential and Mixed Use - each additional Boat / Recreational Vehicle Parking Signs Administrative Zoning Text Amendment Zoning Map Amendment /Rezone New Construction Single Family Residential Multi-Family Residential Non-Residential Single Use Mixed Use Additions Multi-Family Residential Non-Residential Single Use Mixed Use Interior Renovations/Build-Outs Single Family Residential Multi-Family Residential Non-Residential Single Use Mixed Use	\$ 350.00 100.00 1,500.00 200.00 1,500.00 200.00 250.00 500.00 250.00 3,000.00 2,500.00 45.00 90.00 90.00 125.00 30.00 50.00 50.00 50.00 25.00 25.00 25.00 25.00
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)		
LEISURE SERVICES	Recreation	Resident	Non-Resident	Deposit
Athletic Fields	North West Ball Field	\$ 40.00	\$ 40.00	\$ 100.00
#	Northwest Concession fee, per day	150.00	150.00	0.00
#	Northwest Concession fee, 4 or more days	500.00 flat fee		
	Sunset Park Multi-Purpose Field	40.00	40.00	100.00
	Howard Park Multi- Purpose Field	40.00	40.00	100.00
	Memorial Park Multi- Purpose Field	40.00	40.00	100.00
	Futsal Court	40.00	40.00	100.00
	Basketball Court	40.00	40.00	100.00
	Tennis Court	40.00	40.00	100.00
	Lights per hour (all Fields)	20.00	20.00	0.00
	Field Prep (football or soccer)	80.00	80.00	0.00
	Field Prep (baseball or softball)		40.00	0.00
	Field Dragging Baseball - per occurrence	20.00	20.00	0.00
	Staff Person	25.00	25.00	0.00
Youth Activity /Sports (Per Season)	Youth Basketball	65.00 - 85.00	65.00 - 85.00	0.00
	Jr. Basketball (5-7 Years)	50.00	50.00	0.00
	Bitty Sports (3-5 Years)	45.00 - 55.00	45.00 - 55.00	0.00
	Youth Soccer	85.00 - 100.00	85.00 - 100.00	0.00
	Youth Football	85.00 to 150.00	85.00 to 150.00	0.00
	Youth Flag Football	55.00 - 65.00	55.00 - 65.00	0.00
	Cheerleading	85.00 - 150.00	85.00 - 150.00	0.00
	Flag Football Tournament			
	Per Team	70.00	70.00	0.00
	Per Person	10.00	10.00	0.00
	Adult Flag Football Team	450.00	450.00	0.00
	Adult Basketball-individual	50.00	50.00	0.00
	Adult Basketball Team	500.00	500.00	0.00
	Adult Soccer (18 Years & Older)			0.00
	Per Team	350.00	350.00	0.00
	Per Person	25.00	25.00	0.00
	Archery Tag	5.00	5.00	
	Summer Camp	500.00	500.00	0.00
	<u>Rec. Pass - Includes Archer & Rec Nite Out</u>	75.00	75.00	
	<u>Winter Schools Out: Camp</u>	125.00 - 175.00	125.00 - 175.00	
	<u>Highschool Dance: Teen Dance</u>	10.00 - 20.00	10.00 - 20.00	
	<u>Middle School dance: Teen Dance</u>	10.00 - 20.00	10.00 - 20.00	
	<u>Zombie Run</u>	15.00	15.00	
	<u>High School Hot Spot Program</u>	35.00	35.00	
	<u>Rec Night Out</u>	5.00	5.00	
	Senior Social Club (annual)	35.00	35.00	0.00
	Recognized Sports Providers %20 charge			0.00



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
LEISURE SERVICES	Golf	
Memberships	Member Fee	1,400.00
	Cart Fee (1)	1,500.00
	Seasonal Member Fee (2)	1,200.00
	Seasonal Cart Fee	800.00
	Frequent Player Card	100.00
	College Student (Full Time) (3)	50.00
	Junior (15 years of age or younger) (4)	50.00
Cart Fees	18 Holes	20.00
	9 Holes	10.00
Club Service Fees	USGA Fees	25.00
	Locker Fee	50.00
	Bag Storage Fee	100.00
	Pull Cart Storage	150.00
Annual Trail Fee		
	Unlimited	800.00
	Unlimited w/ Partner	1,200.00
Footnote / Explanation		
@	Memberships do not include tax	
1	Locker rental, bag storage & Handicap Fee included with purchase of annual member fee & annual Cart fee	
2	Valid from 11/1/2019 to 4/30/2020 - Cart fee \$20 for 18 holes or \$10 for 9 holes	
3	\$25 after 11:00am	
4	Junior rate \$12 before 3pm and \$5 after 3pm. Walking only.	



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)		
		Resident	Non-Resident	Explanation
LEISURE SERVICES	City Parking Fees			
Parking Fees	Pre-Paid Parking Rates For Individual Parking Spaces		Hourly \$2.00 - \$5.00	
	Convenience Fee When payments are presented in person at the Customer Service office to pay for citations, a convenience fee will be added to offset the added costs of handling in person presentation of payments. No additional convenience fee will be charged for payments made via Lock Box, or mail. Online payments may incur a convenience fee.			\$2.00 fee
	Ballroom Rental Parking Per Hour	\$ 2.00	\$ 2.00	
	Beach			
	Beach Parking (per hr)		\$2.00 - \$5.00	
	Old Bridge Parking (Per hr)		\$2.00 - \$5.00	
	Old Bridge Parking (Tenant/Employee Pass - per month) Incl. Tax	\$ 40.00	\$ 40.00	
	Beach Parking Decal (Annual Resident) \$40.00 plus tax	\$ 40.00	N/A	
	Beach Parking Decal (Seasonal Resident) \$60.00 plus tax	\$ 60.00	N/A	
	Bryant Park			
	Boat Ramp and Boat Ramp over flow (per day)	\$ 10.00	\$ 10.00	24 Hrs.
	Boat Ramp Trailer Parking Decal Annual Florida Resident (\$50.00 plus tax)	\$ 50.00		
	Boat Ramp Trailer Parking Decal Annual Non-Florida Resident (\$150.00 plus tax)	-	\$ 150.00	
	Boat Ramp Trailer Parking Decal Annual Commercial (\$150.00 plus tax)	\$ 150.00	\$ 150.00	
	Fee for lost, stolen or destroyed replacement decals (beach, employee, business, hang tag, boat swim or other)		\$5.00 plus tax	
	1 Company Vehicle Requirements		\$40.00 plus tax	
	2 Leased Vehilce Requirements		\$60.00 plus tax	
Footnote / Explanation				
	1	Vehicle registration in company name. The person seeking the decal shall be referred to parking manager.		
	2	Residents with leased vehicles for which a parking decal is sought shall additionally furnish a notarized copy of the lease in his or her name.		
		*Note all applicable taxes for all parking citations and designations shall be due.		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
LEISURE SERVICES	Beach, Boat Ramp & City Parking Violations Fee Schedule	Fines
	A. All parking violations shall be set forth herein by ordinance or State Statute	N/A
	B. Drivers who illegally park in or obstruct designated disabled parking spaces or access areas will be fined \$250.00 per F.S. 316.1955 (1), (2)	\$ 250.00
	C. Boat Ramp and Boat Ramp Overflow parking violations	\$ 50.00
	D. Administrative fee for dismissing Parking Citation for improperly or not displaying Disabled placard/permit.	\$ 10.00
	E. Administrative fee for dismissing Parking Citation for improperly entering the plate number or zone number	\$ 10.00
	F. Administrative fee for dismissing Parking Citation as allowed by parking policies.	\$ 10.00
Ordinances		
Sec. 21-39	Failure to Pay Penalties for violations within 15 days from time of issuance of the violation shall result in citation amount doubling.	Fines Double
Sec. 21-43	(a) Municipal parking violations fines and penalties for which full payment is not received within forty-five (45) calendar days from the date of issuance will be subject to no more than an additional twenty-five percent (25%) cost. (b) Pursuant to F.S. 938.35, parking violations, fines and penalties for which full payment is not received within 90 (ninety) calendar days from the date of issuance will also be subject to an additional collection fee, if the account is referred to a private attorney who is a member in good standing of the Florida Bar or to a collection agency who is registered and in good standing pursuant to F.S. ch. 559, each retained by the city pursuant to its applicable procurement practices to pursue the collection of such unpaid financial obligations. The amount of such collection fee shall not exceed twenty-five percent (25%) of the amount owed at the time the account is referred to the attorney or agents for collection, or in the actual amount charged by such private attorney or agents for collection, whichever is less.	25%
Waiver	The Leisure Services Director or his/her designee may dismiss parking citations under certain extenuating circumstances. These circumstances may include, but are not limited to, an improperly displayed permit or meter receipt when a valid permit or receipt is later produced; disabled vehicles, verified official city business ambulance transport, police department vehicles, utility service providers, or verified meter malfunction or similar situations.	



SCHEDULE OF FEES AND CHARGES FOR SERVICES

EXHIBIT A

Originating Department	Description of Services Provided	Fees (\$)
LEISURE SERVICES	City Parking Violations	Fines
Parking Fees		
21-19	The sale of motor vehicles on public parking lots, public streets and highways is prohibited.	\$ 500.00
21-35	Parking Fees (Hourly) for events (Meters)	\$2.00 - \$5.00
21-39	The violator shall have fifteen (15) calendar days to pay the stated penalty, or to request an appeal hearing form, have it notarized for the municipal parking violation issued by the city.	N/A
21-61a 1, 2	Vehicles with 3 or more unpaid citations may be immobilized.	N/A
21-61b	Vehicle immobilization fee.	\$0 to 200.00
21-61 c,	An immobilization device shall be removed, by an authorized representative during business hours. After hours, a city representative, including a tow company representative may do this.	\$0 - 60.00
21-61d	Any vehicle immobilization device tampering, removing or destruction fee.	\$ 500.00
21-62a(7),c	Towed vehicle/citation fee.	\$ 60.00
21-65	All unpaid citations will be paid before release of any towed vehicle	N/A
21-67	The towing, storage, and/or immobilization charges and parking fines occasioned by the immobilization/impoundment of a motor vehicle pursuant to this article shall constitute a lien upon the vehicle, and may be disposed of according to Ordinance, City contracts, or State Statutes.	N/A
21-70 a,b	An appeal for an immobilization device and/or towed vehicle may be completed on the appropriate form requires a notarized signature within 3 days. An Appeal fee may be	\$25.00 - \$50.00
21-33h	Parking in a red zone (red curb).	\$ 50.00
21-37.2	Vehicle displaying a valid disabled permit over 4 hours.	\$ 30.00
21-61a, 1	Any vehicle with three or more citations over 15 days old may be immobilized.	N/A
21-61a, 2	Any vehicle not lawfully displaying a license plate or vehicle identification number may be immobilized.	N/A
21-62, 21/33h	No overnight parking allowed on City property	\$30.00
21-62, 21-33	Towing may be done in accordance with city ordinance	N/A
21-64	Special Magistrates may hold hearings and render fees for all parking issues in the City.	N/A
21-70a, b	All appeals for an immobilized vehicle that has been immobilized or towed, vehicles will be.	\$ 25.00
21-70d,g	The Special Magistrates shall make final judgment on all parking citations, hearing costs, fees, fines and penalties, dismissals, tow fees and citations.	\$0 - \$1500
Administrative Fees	Administrative Fee may be assessed when payments are presented in person at the parking operations window. Mailings related to parking items may be required to pay a fee. Postal Fees for mailed permits, documents, proofs, etc.	\$2.00 Cost will vary 0 to \$200.00
Waiver		
Footnote/Explanation		
Modified Fees		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
LEISURE SERVICES	Parking Violations Beach, City Areas, Streets & Alleys	Fines
7-18a	Parking a motor vehicle in any area not located in beach area parking lots.	\$ 30.00
7-18b	Parking in designated/marked spaces only, or large vehicles must pay for all spaces.	\$ 30.00
7-18c	Parking in beach area lots must pay designated rates.	\$ 30.00
7-18c	Parking in more than 2 motorcycles in a space.	\$ 30.00
7-18d	No parking in public right of ways in beach area.	\$ 30.00
7-18g	No parking a vehicle with an obscured license plate or registration decal.	\$ 30.00
7-19a	Any recreational vehicle or trucks of one ton or greater prohibited in beach area.	\$ 30.00
7-19a	All 3/4 ton vehicles or greater restricted to lower lot.	\$ 30.00
7-19b (1)	Commercial vehicle over 20 minutes in beach area	\$ 30.00
7-19c	Buses may discharge or load passengers in the lower lot, and must not block any roadway or other lane.	\$ 30.00
7-20.	Overnight lodging in vehicle, with warning.	\$ 30.00
7-21d	No resident or beach, tenant employee Parking Decal.	\$ 30.00
7-22.	Unauthorized parking in or obstructing a disabled parking space or access area.	\$ 250.00
7-23.	The violator shall have fifteen (15) days to pay citation or appeal for a hearing and turn form in.	N/A
7-54d.	Overtime at Bryant Park Boat Ramp.	\$ 50.00
21-2a, b	Expired tag/Registration/No tag	\$ 30.00
21-33a	Double Parking.	\$ 30.00
21-33b	Parking on a sidewalk.	\$ 30.00
21-33c	Within 20' of street intersection.	\$ 30.00
21-33d	Outside designated parking space, or in spaces.	\$ 30.00
21-33e	Parallel parking with wheels more than 12" from curb or street edge.	\$ 30.00
21-33f	Facing against closest traffic flow.	\$ 30.00
21-33g	In angle space with back of vehicle to meter or curb.	\$ 30.00
21-33h	Where signs, street or curb marking prohibit.	\$ 30.00
21-33i	Parking in or on a bicycle path.	\$ 30.00
21-33j	Parking more than 2 motorcycles in a space.	\$ 30.00
21-33.1	Parking in a fire lane.	\$ 50.00
21-33.2	Parking in an alley.	\$ 30.00
21-33.3b	Prohibited vehicles parked overnight, tractor trailers, semi trucks, tow trucks, busses, dump trucks, construction equipment, vans used for sale of food/beverage, stretch limos, bucket or boom trucks, swamp buggies	\$ 30.00
21-34a	Within 50' of RR crossing.	\$ 30.00
21-34b	Within 15' of fire hydrant.	\$ 50.00
21-34c	In front of public or private driveway or within 5 feet of driveway	\$ 30.00
21-34d	Within 20' of driveway for Fire Station.	\$ 30.00
21-34e	On Bridge.	\$ 30.00
21-34f	In a lane or obstructing Traffic.	\$ 30.00
21-35e	Overtime at Parking meter, or timed zone.	\$ 30.00
21-35f	Unlawful to alter, duplicate, damage, destroy, a pay station receipt, permit tag, placard, or decal used for parking control issues, in an attempt to defraud the City.	\$ 30.00
21-36a, b	Commercial vehicle in street or alley in residential district or Commercial vehicle in industrial district over one (1) hour, except trucks less than 3/4 capacity not involved in deliveries, service collection or construction	\$ 30.00
21-37a	Recreational vehicles or trucks of 3/4 ton or greater in residential district, street or alley, or over (1) hour.	\$ 30.00
21-37.1	Parked on right-of-way between sidewalk and raised curb in residential district.	\$ 30.00
21-37.2	Unauthorized parking in or obstructing a disabled parking space or access area.	\$ 250.00
21-38	Leaving vehicle unattended keys left.	\$ 30.00
21-39	Failure to Pay Penalties or file an appeal for violations within 15 calendar days from the time of issuance of the violation shall result in citation amount doubling.	N/A

Administrative Fees	Administrative fee for dismissing Parking Citation for improperly or not displaying disabled placard. Administrative fee for dismissing Parking Citation for improperly entering the plate number or zone number Administrative fee for not displaying valid vehicle registration (for registered vehicle) Does not display a valid resident or beach decal, yet has one A temporary hang tag is not in view The legal numbers of a disabled placard or permit are not visible Entering the plate number of a boat trailer, rather than the vehicle plate number	\$ 10.00 \$ 10.00 \$ 10.00 \$ 10.00 \$ 10.00 \$ 10.00
Waiver	The Leisure Services Director of his/her designee may dismiss/void parking citations under certain extenuating circumstances. These circumstances may include, but are not limited to, an improperly displayed permit or meter receipt when a valid permit or receipt is later produced; disabled vehicles, vehicles used on verified official city business, ambulance transport, police/sheriff department vehicles, utility service providers, verified meter malfunction or similar situations.	
Footnote/Explanation		
Modified Fees		

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 4, 2020

DEPARTMENT: Water Utilities

TITLE:

Purchase authorization for Quicklime from LHoist North America of Alabama, LLC for the Water Treatment Plant

SUMMARY:

Authorize the purchase of Quicklime from LHoist North America of Alabama LLC, for an amount not to exceed \$149,535.00. This amount is based on an estimated usage for the year of 500 tons at \$299.07 per ton.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach is a member of a local cooperative purchasing effort, which includes the Cities of Riviera Beach and Boynton Beach. The City of Boynton Beach is the lead agency on this cooperative bid. As a member of this cooperative purchase the Cities are able to leverage its purchasing power with its neighboring utilities to provide a critical chemical, at a price point that would be otherwise unattainable.

Quicklime is a necessary chemical which, when added to the raw water supply, precipitates the coagulation process necessary to remove hardness color and iron content, as well as other contaminants.

The City of Boynton Beach bid the purchase in November 2017. LHoist North America of Alabama, LLC was the lowest responsive bidder. The purchase agreement was authorized to December 15, 2019, by the City of Boynton Beach on December 11, 2017, with a price of \$299.07 per ton. The original agreement is valid for two (2) years with three (3) additional one (1) year renewal options.

The City of Boynton Beach has extended the agreement for one (1) additional year to December 15, 2020. Based on the cost effectiveness of this contract, it is recommended the City continue to purchase this critical chemical from LHoist North America of Alabama, LLC for Fiscal Year 2020 for an amount not to exceed \$149,535.00.

MOTION:

Move to approve/not approve purchase of quicklime from LHoist North America of Alabama, LLC, for an amount not to exceed \$149,535.00.

ATTACHMENT(S):

Fiscal Impact Analysis

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$149,535.00	\$35,888.40	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	\$149,535.00	\$35,888.40	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

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

The funds have been identified in the FY2020 Operating Budget.

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
402-7022-533.52-30	Operating Supplies/ Chemicals		572,000.00	215,706.36	-\$149,535.00	\$66,171.36

C. Department Fiscal Review: _____

Brian Shields – Director
 Candace Dale – Finance
 Christy Goddeau – City Attorney
 Michael Bornstein – City Manager

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 4, 2020

DEPARTMENT: Water Utilities

TITLE:

Authorize Amendment 3 to Drinking Water State Revolving Fund Loan Agreement DW501710 for the 2-inch watermain phases 1A and 2 replacement projects

SUMMARY:

This Amendment 2 provides a decreased capitalized interest amount and revised amortization schedule on this design loan for 2-inch watermain phases 1A and 2 replacement projects.

BACKGROUND AND JUSTIFICATION:

The City Water Utility Department has planned the replacement over six years of approximately 17 miles of 2 inch steel water pipes that are corroded and failing within the City water distribution system. The Commission directed staff to fund the capital improvement through water system revenue financing, which has resulted in award of several loans from the Drinking Water State Revolving Fund. This current loan totals \$4,131,353.22, which covers Phase 1A and 2 construction, which was completed. This Amendment 3 amends the current agreement to a decreased amount of capitalized interest and a reduction in semiannual loan repayment on the amortization schedule.

MOTION:

Move to approve/disapprove authorization of Amendment 3 to Drinking Water State Revolving Fund Loan Agreement DW501710

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Amendment 3
Offer Letter
Amortization Schedule

A. Department Fiscal Review: _____
Brian Shields – Director
Christy Goddeau – Legal
Michael Bornstein – City Manager

**STATE REVOLVING FUND
AMENDMENT 3 TO LOAN AGREEMENT DW501710
CITY OF LAKE WORTH BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF LAKE WORTH BEACH, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

The Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW501710, as amended, authorizing a Loan amount of \$4,316,528, excluding Capitalized Interest; and

The Loan Amount, Semiannual Loan Payment amount, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by \$277,438. The revised total amount awarded is \$4,039,090.
2. The Loan Service Fee is \$86,331, and the capitalized Loan Service Fee interest is \$806.99.
3. The total amount of the Loan is \$4,131,353.22, which consists of \$4,039,090.00 disbursed to the Project Sponsor, \$5,125.23 of accrued Capitalized Interest and \$87,137.99 of service fee charges.
4. The total amount remaining to repay on the Loan is \$3,917,327.54, which amount accounts for the Department's receipt of 3 Semiannual Loan Payments and consists of the following:
 - (a) The unpaid principal of the original loan of \$556,362.86 at an interest rate of 1.08 percent per annum.
 - (b) Amendment 1 unpaid principal of \$3,360,964.68 at an interest rate of 0.62 percent per annum.
5. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$75,784.24. Such payments shall be received by the Department on March 15, 2020 and semiannually thereafter on September 15 and March 15 of each year until all amounts due hereunder have been fully paid.

6. Subsections 2.03(1) and (5) of the Agreement are deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS984522-160	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$4,039,090	140129

(5) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the final amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the final amendment, unless extended in writing by the Department.

7. Subsection 2.03(4) of the Agreement is deleted.

8. Section 8.02 of the Agreement is deleted and replaced as follows:

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

9. The Project Sponsor and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS (\$)
Administrative Allowance	23,033.00
Engineering Allowance	261,043.00
Construction and Demolition	3,398,062.00
Technical Services After Bid Opening	356,952.00
SUBTOTAL (Total Disbursed)	4,039,090.00
Capitalized Interest	5,125.23
TOTAL (Loan Principal Amount)	4,044,215.23

10. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 3 to Loan Agreement DW501710 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee, and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF LAKE WORTH BEACH

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk
SEAL

City Attorney

for
**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Secretary or Designee

Date



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

January 21, 2020

Ms. Julie Parham
Assistant Water Utilities Director
City of Lake Worth Beach
301 College Street
Lake Worth, Florida 33460

Re: DW501710 – Lake Worth Beach
Distribution Piping Replacement Phase 1 & 2

Dear Ms. Parham:

Attached is a copy of proposed Amendment 3 to the City's State Revolving Fund loan agreement. The amendment adjusts the project costs and reduces the semiannual loan payment. The adjustments are final unless further revisions become necessary as a result of an audit. An amortization schedule is also attached.

Please have the appropriate officials sign and seal two copies and return them to us within three weeks at 3900 Commonwealth Boulevard, MS 3505, Tallahassee, Florida, 32399-3000. We will sign the documents and mail a fully executed original to you. If this Amendment is not fully executed before the next payment date, March 15, 2020, the higher payment amount specified in the preceding amendment (Number 2) will be due.

If you have any questions about this amendment, please call Amber Douglas at (850)245-2915.

Sincerely,

A handwritten signature in blue ink that reads "Angela Knecht".

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/ad

Attachment

cc: Brian Shields – City of Lake Worth Beach
Michael Bornstein – City of Lake Worth Beach

Calculation of Semiannual Payment for Remaining Years

Sponsor: Lake Worth Beach
 Beginning of Repayment Period: 03/15/2018

Funding Number: 501710
 Payments Remaining: 57

Original Loan Combined Rate: 1.08

Date	Balance Forward	Disbursement Or Serv. Fee	Comb. Int At 03/15/2020	Total Owed At 03/15/2020	Present Value* At 09/15/2019	Payment Amount
09/15/2019	556,362.86	0.00	3,004.36	559,367.22		
Subtotals:				559,367.22	556,362.86	11,366.00

Amendment 1 Combined Rate: .62

Date	Balance Forward	Disbursement Or Serv. Fee	Comb. Int At 03/15/2020	Total Owed At 03/15/2020	Present Value* At 09/15/2019	Payment Amount
09/15/2019	3,360,964.68	0.00	10,418.99	3,371,383.67		
Subtotals:				3,371,383.67	3,360,964.68	64,418.24
Totals:				3,930,750.89	3,917,327.54	75,784.24

*Present value is the total owed divided by $(1 + (\text{Combined interest rate})/2)$
 The Payment Amount is computed using the present value.

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

Original Loan		Interest: 1.08	GAA Rate: 0						
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Gr. All. Assmt.	Principal Paid	Total to Pay*	
03/15/2018		0.00	0.00	0.00	0.00	0.00	0.00	584,132.22	
09/15/2018	1	9,367.36	6,213.05	62.71	3,091.60	0.00	0.00	577,919.17	
03/15/2019	2	16,130.44	5,400.81	29.16	3,091.60	0.00	7,608.87	564,909.49	
09/15/2019	3	11,597.14	0.00	0.00	3,050.51	0.00	8,546.63	556,362.86	
03/15/2020	4	11,366.00	0.00	0.00	3,004.36	0.00	8,361.64	548,001.22	
09/15/2020	5	11,366.00	0.00	0.00	2,959.21	0.00	8,406.79	539,594.43	
03/15/2021	6	11,366.00	0.00	0.00	2,913.81	0.00	8,452.19	531,142.24	
09/15/2021	7	11,366.00	0.00	0.00	2,868.17	0.00	8,497.83	522,644.41	
03/15/2022	8	11,366.00	0.00	0.00	2,822.28	0.00	8,543.72	514,100.69	
09/15/2022	9	11,366.00	0.00	0.00	2,776.14	0.00	8,589.86	505,510.83	
03/15/2023	10	11,366.00	0.00	0.00	2,729.76	0.00	8,636.24	496,874.59	
09/15/2023	11	11,366.00	0.00	0.00	2,683.12	0.00	8,682.88	488,191.71	
03/15/2024	12	11,366.00	0.00	0.00	2,636.24	0.00	8,729.76	479,461.95	
09/15/2024	13	11,366.00	0.00	0.00	2,589.09	0.00	8,776.91	470,685.04	

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

Original Loan		Interest: 1.08	GAA Rate: 0					
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Gr. All. Assmt.	Principal Paid	Total to Pay*
03/15/2025	14	11,366.00	0.00	0.00	2,541.70	0.00	8,824.30	461,860.74
09/15/2025	15	11,366.00	0.00	0.00	2,494.05	0.00	8,871.95	452,988.79
03/15/2026	16	11,366.00	0.00	0.00	2,446.14	0.00	8,919.86	444,068.93
09/15/2026	17	11,366.00	0.00	0.00	2,397.97	0.00	8,968.03	435,100.90
03/15/2027	18	11,366.00	0.00	0.00	2,349.54	0.00	9,016.46	426,084.44
09/15/2027	19	11,366.00	0.00	0.00	2,300.86	0.00	9,065.14	417,019.30
03/15/2028	20	11,366.00	0.00	0.00	2,251.90	0.00	9,114.10	407,905.20
09/15/2028	21	11,366.00	0.00	0.00	2,202.69	0.00	9,163.31	398,741.89
03/15/2029	22	11,366.00	0.00	0.00	2,153.21	0.00	9,212.79	389,529.10
09/15/2029	23	11,366.00	0.00	0.00	2,103.46	0.00	9,262.54	380,266.56
03/15/2030	24	11,366.00	0.00	0.00	2,053.44	0.00	9,312.56	370,954.00
09/15/2030	25	11,366.00	0.00	0.00	2,003.15	0.00	9,362.85	361,591.15
03/15/2031	26	11,366.00	0.00	0.00	1,952.59	0.00	9,413.41	352,177.74
09/15/2031	27	11,366.00	0.00	0.00	1,901.76	0.00	9,464.24	342,713.50
03/15/2032	28	11,366.00	0.00	0.00	1,850.65	0.00	9,515.35	333,198.15

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

Original Loan		Interest: 1.08	GAA Rate: 0					
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Gr. All. Assmt.	Principal Paid	Total to Pay*
09/15/2032	29	11,366.00	0.00	0.00	1,799.27	0.00	9,566.73	323,631.42
03/15/2033	30	11,366.00	0.00	0.00	1,747.61	0.00	9,618.39	314,013.03
09/15/2033	31	11,366.00	0.00	0.00	1,695.67	0.00	9,670.33	304,342.70
03/15/2034	32	11,366.00	0.00	0.00	1,643.45	0.00	9,722.55	294,620.15
09/15/2034	33	11,366.00	0.00	0.00	1,590.95	0.00	9,775.05	284,845.10
03/15/2035	34	11,366.00	0.00	0.00	1,538.16	0.00	9,827.84	275,017.26
09/15/2035	35	11,366.00	0.00	0.00	1,485.09	0.00	9,880.91	265,136.35
03/15/2036	36	11,366.00	0.00	0.00	1,431.74	0.00	9,934.26	255,202.09
09/15/2036	37	11,366.00	0.00	0.00	1,378.09	0.00	9,987.91	245,214.18
03/15/2037	38	11,366.00	0.00	0.00	1,324.16	0.00	10,041.84	235,172.34
09/15/2037	39	11,366.00	0.00	0.00	1,269.93	0.00	10,096.07	225,076.27
03/15/2038	40	11,366.00	0.00	0.00	1,215.41	0.00	10,150.59	214,925.68
09/15/2038	41	11,366.00	0.00	0.00	1,160.60	0.00	10,205.40	204,720.28
03/15/2039	42	11,366.00	0.00	0.00	1,105.49	0.00	10,260.51	194,459.77
09/15/2039	43	11,366.00	0.00	0.00	1,050.08	0.00	10,315.92	184,143.85

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

Original Loan		Interest: 1.08	GAA Rate: 0					
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
03/15/2040	44	11,366.00	0.00	0.00	994.38	0.00	10,371.62	173,772.23
09/15/2040	45	11,366.00	0.00	0.00	938.37	0.00	10,427.63	163,344.60
03/15/2041	46	11,366.00	0.00	0.00	882.06	0.00	10,483.94	152,860.66
09/15/2041	47	11,366.00	0.00	0.00	825.45	0.00	10,540.55	142,320.11
03/15/2042	48	11,366.00	0.00	0.00	768.53	0.00	10,597.47	131,722.64
09/15/2042	49	11,366.00	0.00	0.00	711.30	0.00	10,654.70	121,067.94
03/15/2043	50	11,366.00	0.00	0.00	653.77	0.00	10,712.23	110,355.71
09/15/2043	51	11,366.00	0.00	0.00	595.92	0.00	10,770.08	99,585.63
03/15/2044	52	11,366.00	0.00	0.00	537.76	0.00	10,828.24	88,757.39
09/15/2044	53	11,366.00	0.00	0.00	479.29	0.00	10,886.71	77,870.68
03/15/2045	54	11,366.00	0.00	0.00	420.50	0.00	10,945.50	66,925.18
09/15/2045	55	11,366.00	0.00	0.00	361.40	0.00	11,004.60	55,920.58
03/15/2046	56	11,366.00	0.00	0.00	301.97	0.00	11,064.03	44,856.55
09/15/2046	57	11,366.00	0.00	0.00	242.23	0.00	11,123.77	33,732.78
03/15/2047	58	11,366.00	0.00	0.00	182.16	0.00	11,183.84	22,548.94

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

Original Loan	Interest: 1.08	GAA Rate: 0						
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
09/15/2047	59	11,366.00	0.00	0.00	121.76	0.00	11,244.24	11,304.70
03/15/2048	60	11,365.75	0.00	0.00	61.05	0.00	11,304.70	0.00
Subtotals:		684,956.69	11,613.86	91.87	100,732.60	0.00	572,518.36	
*Total to pay may reflect activity during repayment term								

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

Amendment 1		Interest: .62	GAA Rate: 0					
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
03/15/2018		0.00	0.00	0.00	0.00	0.00	0.00	937,961.01
09/15/2018	1	72,287.64	69,379.97	234.12	2,673.55	0.00	0.00	868,581.04
03/15/2019	2	65,534.56	6,144.17	19.05	8,537.76	0.00	50,833.58	3,137,375.29
09/15/2019	3	70,057.86	0.00	0.00	10,159.25	0.00	59,898.61	3,360,964.68
03/15/2020	4	64,418.24	0.00	0.00	10,418.99	0.00	53,999.25	3,306,965.43
09/15/2020	5	64,418.24	0.00	0.00	10,251.59	0.00	54,166.65	3,252,798.78
03/15/2021	6	64,418.24	0.00	0.00	10,083.68	0.00	54,334.56	3,198,464.22
09/15/2021	7	64,418.24	0.00	0.00	9,915.24	0.00	54,503.00	3,143,961.22
03/15/2022	8	64,418.24	0.00	0.00	9,746.28	0.00	54,671.96	3,089,289.26
09/15/2022	9	64,418.24	0.00	0.00	9,576.80	0.00	54,841.44	3,034,447.82
03/15/2023	10	64,418.24	0.00	0.00	9,406.79	0.00	55,011.45	2,979,436.37
09/15/2023	11	64,418.24	0.00	0.00	9,236.25	0.00	55,181.99	2,924,254.38
03/15/2024	12	64,418.24	0.00	0.00	9,065.19	0.00	55,353.05	2,868,901.33
09/15/2024	13	64,418.24	0.00	0.00	8,893.59	0.00	55,524.65	2,813,376.68

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

Amendment 1		Interest: .62	GAA Rate: 0					
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
03/15/2025	14	64,418.24	0.00	0.00	8,721.47	0.00	55,696.77	2,757,679.91
09/15/2025	15	64,418.24	0.00	0.00	8,548.81	0.00	55,869.43	2,701,810.48
03/15/2026	16	64,418.24	0.00	0.00	8,375.61	0.00	56,042.63	2,645,767.85
09/15/2026	17	64,418.24	0.00	0.00	8,201.88	0.00	56,216.36	2,589,551.49
03/15/2027	18	64,418.24	0.00	0.00	8,027.61	0.00	56,390.63	2,533,160.86
09/15/2027	19	64,418.24	0.00	0.00	7,852.80	0.00	56,565.44	2,476,595.42
03/15/2028	20	64,418.24	0.00	0.00	7,677.45	0.00	56,740.79	2,419,854.63
09/15/2028	21	64,418.24	0.00	0.00	7,501.55	0.00	56,916.69	2,362,937.94
03/15/2029	22	64,418.24	0.00	0.00	7,325.11	0.00	57,093.13	2,305,844.81
09/15/2029	23	64,418.24	0.00	0.00	7,148.12	0.00	57,270.12	2,248,574.69
03/15/2030	24	64,418.24	0.00	0.00	6,970.58	0.00	57,447.66	2,191,127.03
09/15/2030	25	64,418.24	0.00	0.00	6,792.49	0.00	57,625.75	2,133,501.28
03/15/2031	26	64,418.24	0.00	0.00	6,613.85	0.00	57,804.39	2,075,696.89
09/15/2031	27	64,418.24	0.00	0.00	6,434.66	0.00	57,983.58	2,017,713.31
03/15/2032	28	64,418.24	0.00	0.00	6,254.91	0.00	58,163.33	1,959,549.98

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

Amendment 1		Interest: .62	GAA Rate: 0					
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
09/15/2032	29	64,418.24	0.00	0.00	6,074.60	0.00	58,343.64	1,901,206.34
03/15/2033	30	64,418.24	0.00	0.00	5,893.74	0.00	58,524.50	1,842,681.84
09/15/2033	31	64,418.24	0.00	0.00	5,712.31	0.00	58,705.93	1,783,975.91
03/15/2034	32	64,418.24	0.00	0.00	5,530.33	0.00	58,887.91	1,725,088.00
09/15/2034	33	64,418.24	0.00	0.00	5,347.77	0.00	59,070.47	1,666,017.53
03/15/2035	34	64,418.24	0.00	0.00	5,164.65	0.00	59,253.59	1,606,763.94
09/15/2035	35	64,418.24	0.00	0.00	4,980.97	0.00	59,437.27	1,547,326.67
03/15/2036	36	64,418.24	0.00	0.00	4,796.71	0.00	59,621.53	1,487,705.14
09/15/2036	37	64,418.24	0.00	0.00	4,611.89	0.00	59,806.35	1,427,898.79
03/15/2037	38	64,418.24	0.00	0.00	4,426.49	0.00	59,991.75	1,367,907.04
09/15/2037	39	64,418.24	0.00	0.00	4,240.51	0.00	60,177.73	1,307,729.31
03/15/2038	40	64,418.24	0.00	0.00	4,053.96	0.00	60,364.28	1,247,365.03
09/15/2038	41	64,418.24	0.00	0.00	3,866.83	0.00	60,551.41	1,186,813.62
03/15/2039	42	64,418.24	0.00	0.00	3,679.12	0.00	60,739.12	1,126,074.50
09/15/2039	43	64,418.24	0.00	0.00	3,490.83	0.00	60,927.41	1,065,147.09

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

Amendment 1		Interest: .62	GAA Rate: 0					
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
03/15/2040	44	64,418.24	0.00	0.00	3,301.96	0.00	61,116.28	1,004,030.81
09/15/2040	45	64,418.24	0.00	0.00	3,112.50	0.00	61,305.74	942,725.07
03/15/2041	46	64,418.24	0.00	0.00	2,922.45	0.00	61,495.79	881,229.28
09/15/2041	47	64,418.24	0.00	0.00	2,731.81	0.00	61,686.43	819,542.85
03/15/2042	48	64,418.24	0.00	0.00	2,540.58	0.00	61,877.66	757,665.19
09/15/2042	49	64,418.24	0.00	0.00	2,348.76	0.00	62,069.48	695,595.71
03/15/2043	50	64,418.24	0.00	0.00	2,156.35	0.00	62,261.89	633,333.82
09/15/2043	51	64,418.24	0.00	0.00	1,963.33	0.00	62,454.91	570,878.91
03/15/2044	52	64,418.24	0.00	0.00	1,769.72	0.00	62,648.52	508,230.39
09/15/2044	53	64,418.24	0.00	0.00	1,575.51	0.00	62,842.73	445,387.66
03/15/2045	54	64,418.24	0.00	0.00	1,380.70	0.00	63,037.54	382,350.12
09/15/2045	55	64,418.24	0.00	0.00	1,185.29	0.00	63,232.95	319,117.17
03/15/2046	56	64,418.24	0.00	0.00	989.26	0.00	63,428.98	255,688.19
09/15/2046	57	64,418.24	0.00	0.00	792.63	0.00	63,625.61	192,062.58
03/15/2047	58	64,418.24	0.00	0.00	595.39	0.00	63,822.85	128,239.73

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

Amendment 1	Interest: .62	GAA Rate: 0						
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Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
09/15/2047	59	64,418.24	0.00	0.00	397.54	0.00	64,020.70	64,219.03
03/15/2048	60	64,418.11	0.00	0.00	199.08	0.00	64,219.03	0.00
Subtotals:		3,879,719.61	75,524.14	253.17	332,245.43	0.00	3,471,696.87	

*Total to pay may reflect activity during repayment term

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
03/15/2018		0.00	0.00	0.00	0.00	0.00	0.00	1,522,093.23
09/15/2018	1	81,655.00	75,593.02	296.83	5,765.15	0.00	0.00	1,446,500.21
03/15/2019	2	81,665.00	11,544.98	48.21	11,629.36	0.00	58,442.45	3,702,284.78
09/15/2019	3	81,655.00	0.00	0.00	13,209.76	0.00	68,445.24	3,917,327.54
03/15/2020	4	75,784.24	0.00	0.00	13,423.35	0.00	62,360.89	3,854,966.65
09/15/2020	5	75,784.24	0.00	0.00	13,210.80	0.00	62,573.44	3,792,393.21
03/15/2021	6	75,784.24	0.00	0.00	12,997.49	0.00	62,786.75	3,729,606.46
09/15/2021	7	75,784.24	0.00	0.00	12,783.41	0.00	63,000.83	3,666,605.63
03/15/2022	8	75,784.24	0.00	0.00	12,568.56	0.00	63,215.68	3,603,389.95
09/15/2022	9	75,784.24	0.00	0.00	12,352.94	0.00	63,431.30	3,539,958.65
03/15/2023	10	75,784.24	0.00	0.00	12,136.55	0.00	63,647.69	3,476,310.96
09/15/2023	11	75,784.24	0.00	0.00	11,919.37	0.00	63,864.87	3,412,446.09
03/15/2024	12	75,784.24	0.00	0.00	11,701.43	0.00	64,082.81	3,348,363.28
09/15/2024	13	75,784.24	0.00	0.00	11,482.68	0.00	64,301.56	3,284,061.72

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
03/15/2025	14	75,784.24	0.00	0.00	11,263.17	0.00	64,521.07	3,219,540.65
09/15/2025	15	75,784.24	0.00	0.00	11,042.86	0.00	64,741.38	3,154,799.27
03/15/2026	16	75,784.24	0.00	0.00	10,821.75	0.00	64,962.49	3,089,836.78
09/15/2026	17	75,784.24	0.00	0.00	10,599.85	0.00	65,184.39	3,024,652.39
03/15/2027	18	75,784.24	0.00	0.00	10,377.15	0.00	65,407.09	2,959,245.30
09/15/2027	19	75,784.24	0.00	0.00	10,153.66	0.00	65,630.58	2,893,614.72
03/15/2028	20	75,784.24	0.00	0.00	9,929.35	0.00	65,854.89	2,827,759.83
09/15/2028	21	75,784.24	0.00	0.00	9,704.24	0.00	66,080.00	2,761,679.83
03/15/2029	22	75,784.24	0.00	0.00	9,478.32	0.00	66,305.92	2,695,373.91
09/15/2029	23	75,784.24	0.00	0.00	9,251.58	0.00	66,532.66	2,628,841.25
03/15/2030	24	75,784.24	0.00	0.00	9,024.02	0.00	66,760.22	2,562,081.03
09/15/2030	25	75,784.24	0.00	0.00	8,795.64	0.00	66,988.60	2,495,092.43
03/15/2031	26	75,784.24	0.00	0.00	8,566.44	0.00	67,217.80	2,427,874.63
09/15/2031	27	75,784.24	0.00	0.00	8,336.42	0.00	67,447.82	2,360,426.81
03/15/2032	28	75,784.24	0.00	0.00	8,105.56	0.00	67,678.68	2,292,748.13

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
09/15/2032	29	75,784.24	0.00	0.00	7,873.87	0.00	67,910.37	2,224,837.76
03/15/2033	30	75,784.24	0.00	0.00	7,641.35	0.00	68,142.89	2,156,694.87
09/15/2033	31	75,784.24	0.00	0.00	7,407.98	0.00	68,376.26	2,088,318.61
03/15/2034	32	75,784.24	0.00	0.00	7,173.78	0.00	68,610.46	2,019,708.15
09/15/2034	33	75,784.24	0.00	0.00	6,938.72	0.00	68,845.52	1,950,862.63
03/15/2035	34	75,784.24	0.00	0.00	6,702.81	0.00	69,081.43	1,881,781.20
09/15/2035	35	75,784.24	0.00	0.00	6,466.06	0.00	69,318.18	1,812,463.02
03/15/2036	36	75,784.24	0.00	0.00	6,228.45	0.00	69,555.79	1,742,907.23
09/15/2036	37	75,784.24	0.00	0.00	5,989.98	0.00	69,794.26	1,673,112.97
03/15/2037	38	75,784.24	0.00	0.00	5,750.65	0.00	70,033.59	1,603,079.38
09/15/2037	39	75,784.24	0.00	0.00	5,510.44	0.00	70,273.80	1,532,805.58
03/15/2038	40	75,784.24	0.00	0.00	5,269.37	0.00	70,514.87	1,462,290.71
09/15/2038	41	75,784.24	0.00	0.00	5,027.43	0.00	70,756.81	1,391,533.90
03/15/2039	42	75,784.24	0.00	0.00	4,784.61	0.00	70,999.63	1,320,534.27
09/15/2039	43	75,784.24	0.00	0.00	4,540.91	0.00	71,243.33	1,249,290.94

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
03/15/2040	44	75,784.24	0.00	0.00	4,296.34	0.00	71,487.90	1,177,803.04
09/15/2040	45	75,784.24	0.00	0.00	4,050.87	0.00	71,733.37	1,106,069.67
03/15/2041	46	75,784.24	0.00	0.00	3,804.51	0.00	71,979.73	1,034,089.94
09/15/2041	47	75,784.24	0.00	0.00	3,557.26	0.00	72,226.98	961,862.96
03/15/2042	48	75,784.24	0.00	0.00	3,309.11	0.00	72,475.13	889,387.83
09/15/2042	49	75,784.24	0.00	0.00	3,060.06	0.00	72,724.18	816,663.65
03/15/2043	50	75,784.24	0.00	0.00	2,810.12	0.00	72,974.12	743,689.53
09/15/2043	51	75,784.24	0.00	0.00	2,559.25	0.00	73,224.99	670,464.54
03/15/2044	52	75,784.24	0.00	0.00	2,307.48	0.00	73,476.76	596,987.78
09/15/2044	53	75,784.24	0.00	0.00	2,054.80	0.00	73,729.44	523,258.34
03/15/2045	54	75,784.24	0.00	0.00	1,801.20	0.00	73,983.04	449,275.30
09/15/2045	55	75,784.24	0.00	0.00	1,546.69	0.00	74,237.55	375,037.75
03/15/2046	56	75,784.24	0.00	0.00	1,291.23	0.00	74,493.01	300,544.74
09/15/2046	57	75,784.24	0.00	0.00	1,034.86	0.00	74,749.38	225,795.36
03/15/2047	58	75,784.24	0.00	0.00	777.55	0.00	75,006.69	150,788.67

State Revolving Fund Loan
 *** Amortized Repayment Schedule ***

Sponsor: Lake Worth Beach
 501710

Funding Number:

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
09/15/2047	59	75,784.24	0.00	0.00	519.30	0.00	75,264.94	75,523.73
03/15/2048	60	75,783.86	0.00	0.00	260.13	0.00	75,523.73	0.00
Totals:		4,564,676.30	87,138.00	345.04	432,978.03	0.00	4,044,215.23	

*Total to pay may reflect activity during repayment term

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 4, 2020

DEPARTMENT: Community Sustainability

TITLE:

Appeal by Daniel Hiatt and Frederick Schmidt, of PZB case # 19-00500004: approval by the Planning and Zoning Board of a Conditional Use Permit at 1812 Aragon Avenue, Unit A

SUMMARY:

Daniel Hiatt and Frederick Schmidt are appealing a final order of the Planning and Zoning Board which granted a request for a Conditional Use Permit to allow a “fabrication service excluding retail display and sales use” at 1812 Aragon Avenue, Unit A.

BACKGROUND AND JUSTIFICATION:

The applicant, Kadassa, Inc., applied for a Conditional Use permit to operate a fabrication services excluding retail display and sales business for stone countertops at 1812 Aragon Avenue. Kadassa made application after the City’s code compliance division opened a case for several violations including inadequate fencing, failing to have a business license, and failing to have a conditional use approval. Those three violations remained and were discussed at the Planning and Zoning Board meeting.

The Planning and Zoning Board meeting was held on Wednesday, August 7, 2019. During the quasi-judicial hearing to hear the request for the conditional use permit, Daniel Hiatt spoke and raised a number of concerns. The Planning and Zoning Board voted 7-0 to postpone PZB 19-00500004, with the request of additional information from staff.

At the Planning and Zoning Board meeting held on October 2, 2019, staff presented a revised staff report with additional attachments addressing the items that were of concern at the previous meeting. These items included a copy of the permit for the original construction of the buildings, a copy of the permit for the addition to connect the two buildings, a copy of the permit to renovate Unit A, the Florida Department of Health environmental regulations, a picture of the wet curtains that Kadassa installed at the subject property, and a picture of the vinyl screening installed within the existing fence and gate. The staff report also included additional information in regards to the property’s active Code Case (Case #19-2384), the existing roll-off container, parking calculations, and the result of an inspection performed by the City’s Water Utilities Division. Daniel Hiatt and Frederick Schmidt, through their attorney, Jason Mankoff, made a presentation on why they felt the conditional use permit should not be granted. After reviewing the revised staff report with attachments, and having heard additional testimony from the applicant and the affected parties, the Board voted 5-1 to approve the request for a Conditional Use Permit to allow a “fabrication service excluding retail display and sales” use at 1812 Aragon Avenue, Unit A.

Subsequently, following the quasi-judicial appeal process (summarized below), Mr. Mankoff, on behalf of Daniel Hiatt and Frederick Schmidt timely filed an appeal of that decision. The Written Basis of Appeal is attached.

Please note that the appeal packet includes all information that was provided to the Planning and Zoning Board at both the August 7, 2019 and the October 2, 2019 hearings.

Quasi-Judicial Appeal Process

Section 23.2-17(b) and (b)(1) of the City's code, outlines the process for appealing decisions of the planning and zoning board/historic resources preservation board to the City Commission. It states:

b) *To city commission.* Should an applicant for development approval or an affected party with demonstrated standing decide to appeal a decision of the planning and zoning board or the historic resources preservation board, he shall submit to the development review official a notice of appeal within fourteen (14) days of the issuance of the written decision. Thereafter, the applicant or affected party shall submit to the development review official in writing the basis for the appeal within thirty (30) days of the board's written decision; except appeals from decisions pertaining to variances shall be appealed directly to circuit court as described in subsection c). The development review official shall forward the appeal and the board's decision to the city commission for review.

1. After courtesy notice as provided in this article, the city commission shall conduct a quasi-judicial hearing, and shall consider those applications on appeal from the planning and zoning board or the HRPB based on the record made in the proceeding below. The city commission shall convey its decision in writing to the appellant and the development review official. The considerations substantiating the decision of the city commission shall be documented.

Although a quasi-judicial appeal hearing will be conducted, it will not be a *de novo* hearing, meaning that the commission will not hear the case all over again or consider new evidence. Instead, it will consider the information presented at the Planning and Zoning Board meetings, information that has been provided to the Commission as noted above, and minutes from the meetings. In addition, under the City's Rules and Procedures (resolution 26-2017), it states in Rule 6 that an applicant will be given ten minutes to make a presentation. For purposes of this quasi-judicial appeal, staff believes it would be appropriate to allow each party to make comments or give a presentation within this ten minute time frame. The comments of course will be limited to the information provided to, discussed at, or voted on at the Planning and Zoning Board meetings. Thereafter, the commission members may make comments, ask questions, and review the information presented at the Planning and Zoning Board meetings.

As stated in section (b)(1), "*the considerations substantiating the decision of the city commission shall be documented.*" This means that the Commission's reasons for upholding or rejecting the Planning and Zoning Board's decision should be placed in a written order and the *considerations substantiating* the decision should be based on whether the Planning and Zoning Board's decision was based on competent, substantial evidence.

The courts have defined substantial evidence as that which will establish a substantial basis of fact from which the fact at issue can be reasonably inferred. It is such relevant evidence as a reasonable mind would accept as adequate to support a conclusion. Competent means that

the evidence relied upon to sustain the ultimate finding should be sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached. See e.g., Village of Palmetto Bay v. Palmer Trinity Private School, Inc. 128 So. 3d 19 (Fla. 3d DCA 2012).

Finally, although the City's code does not address public comment for this type of quasi-judicial appeal, the Commission would be within its authority to allow public comment even though its decision cannot be based upon any new evidence that may be presented by a member of the public.

MOTION:

Move to uphold/reverse the decision of the Planning and Zoning Board for Case 19-00500004.

ATTACHMENT(S): All attachments are available in paper form only

- A. Notice of Appeal by Affected Party
- B. Basis of Appeal by Affected Party
- C. Conditional Use application
- D. Applicant Justification Statement
- E. Full Staff report and attachment for the August 7, 2019 Planning and Zoning hearing
- F. Staff PowerPoint Presentation from the August 7, 2019 Planning and Zoning meeting
- G. August 7, 2019 Planning and Zoning Board Meeting Minutes
- H. Full staff report and attachments from the October 2, 2019 Planning and Zoning Meeting
- I. Staff PowerPoint Presentation given at the October 2, 2019 meeting
- J. October 2, 2019 Planning and Zoning Board Meeting Minutes
- K. Final Development Order
- L. Proof of advertising of Appeal hearing

Ciklin Lubitz

ATTORNEYS AT LAW

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Brad Avakian	Richard R. Chaves, P.A.	Jeffrey M Garber, P.A.	Charles A. Lubitz, P.A.*	Dean Vegosen, P.L.*
Jerald S. Beer, P.A.	Alan J. Ciklin, P.A.	Christine M. Hoke, P.A.	Jason S. Mankoff	Gary Walk, P.A.
John D. Boykin, P.A.	Robert L. Crane, P.A.	Douglas T. Johnson	Leeza D. Newman	Kevin D. Wilkinson, P.A.*

**Designates Of Counsel*

November 21, 2019

Via Email Only

Mr. William Waters, Director of Community Sustainability Department
City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460
wwaters@lakeworthbeachfl.gov

Mr. Mark Stivers, Deputy Director of Community Sustainability Department
City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460
mstivers@lakeworthbeachfl.gov

RE: NOTICE OF APPEAL BY AFFECTED PARTY
Kadassa Inc. PZB 19-00500004: Conditional Use Permit

Dear Sirs:

We are in receipt of the Order dated November 7, 2019 of the Planning and Zoning Board, attached as Exhibit 'A', approving the Conditional Use Permit to allow the use of a medium-intensity "fabrication services excluding retail display and sales" use at 1812 Aragon Avenue, Unit A.

This notice is being delivered to you pursuant to Lake Worth Beach Code Section 23.2-17. as the required notice of appeal to the City Commission by an Affected Party, Daniel W. Hiatt and Frederick Schmidt, Trustee, who are property owners of the adjacent properties located at 1847 and 1848 Aragon Avenue. A copy of the Special Warranty Deeds evidencing such ownership are attached as Exhibit 'B' and Palm Beach County Property Appraiser's aerials of the properties are attached as Exhibit "C", respectively.

Our client previously filed the request for Affected Party status attached as Exhibit "D" and was acknowledged as an Affected Party by the City Attorney and at the October 2, 2019 Planning and Zoning Board hearing.

November 21, 2019

Page 2

We will submit in writing a basis for the appeal within 30 days of the written decision. I am not aware of any such fee for such an appeal, but if there is a fee, please advise me accordingly.

Please advise me as to the date of the quasi-judicial hearing that this appeal will be heard.

Very truly yours,



Jason S. Mankoff, Esq.

Enclosures

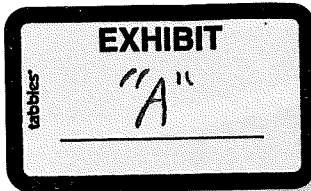
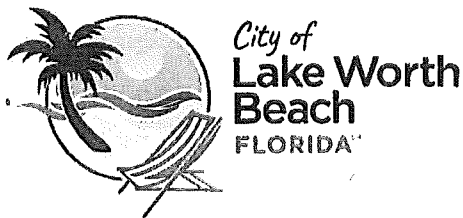
cc: Mr. Michael Bornstein, Town Manager (mbornstein@lakeworthbeachfl.gov)

Pam Ryan, Esq. (pryan@torcivialaw.com)

Ms. Sheri Coale, Board Secretary (scoale@lakeworthbeachfl.gov)

Client

Greg Kino, Esq.



DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

**ORDER OF THE PLANNING AND ZONING BOARD
OF THE CITY OF LAKE WORTH, FLORIDA**

PROJECT NAME: Kadassa Inc. PZB 19-00500004

APPLICANT/CONTACT: Martin Arias of Kadassa Inc.

APPLICANT'S ADDRESS: 1812 Aragon Avenue, Unit A, Lake Worth Beach, FL 33460

DATE OF HEARING: October 2, 2019

APPROVAL SOUGHT: Conditional Use Permit to allow the use of a medium-intensity "fabrication services excluding retail display and sales" use at 1812 Aragon Avenue, Unit A, within the Industrial Park of Commerce (I-POC) zoning district.

LOCATION OF PROPERTY: 1812 Aragon Avenue, Unit A

PCNs: 38-43-44-21-04-005-0170

 X THIS MATTER came to be heard before the Planning and Zoning Board of the City of Lake Worth, Florida, on the date of hearing stated above. The Board, having considered the application by the Applicant, the materials submitted by the Applicant, the staff reports and having heard testimony from the Applicant, members of city administrative staff, and the public, finds as follows:

1. Application for the Conditional Use Permit was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant
 X HAS
 — HAS NOT

established by substantial competent evidence a basis for the approval requested.

3. The conditions for the Conditional Use as presented by administrative staff, or suggested by the public and supported by substantial competent evidence are set forth in the CONDITIONS OF APPROVAL, attached.

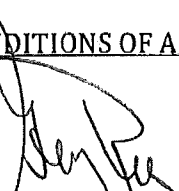
4. The Applicant's application for a Conditional Use is hereby
 X GRANTED subject to the conditions referenced in paragraph 3 hereof.
 — DENIED

5. This Order shall take effect as of the date of hearing, October 2, 2019.

6. All further development on the property shall be made in accordance with the terms and conditions of this Order.

7. Other CONDITIONS OF APPROVAL

CHAIRMAN on behalf of the BOARD



BOARD SECRETARY

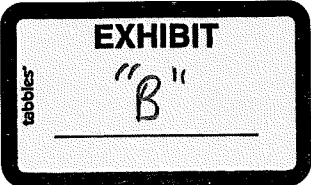


DATE: November 7, 2019

CONDITIONS OF APPROVAL
PZB CASE No. 19-00500004

1. The business shall have 60 days from the date of the Board approval to obtain a City of Lake Worth Beach Business License. Per LDR Section 23.2-29(k), a conditional use permit granted by the Planning and Zoning Board shall be void after one year from the date of the approval unless a building permit has been issued for the construction of all facilities provided in the site plan associated with the conditional use or otherwise needed to house the use, and construction is diligently pursued. However, based on the meeting minutes from the August 7, 2019 Planning and Zoning Board meeting, it was discussed to place the 60 day condition on this particular business because they had been operating without a business license since 2017.
2. Per LDR Section 23.2-29(g)(1), prior to obtaining a City business license, all outstanding code enforcement fees and fines related to the project site shall have been paid to the City.
3. Per LDR Section 23.4-19, all outdoor storage shall be completely screened from all public rights-of-way and any adjacent property that is zoned for residential or mixed use. Therefore, screening shall be maintained to ensure that the outdoor storage is not visible from Aragon Avenue. The gate shall only be open when vehicles are pulling in and out of the site. At all other times the gate shall be closed in order to minimize the visibility of the outdoor storage.
4. Per LDR Section 23.4-10(b)(3), unless a Unity of Title is recorded with another parcel, all parking spaces shall be located on-site, at 1812 Aragon Avenue.
5. Per LDR Section 23.4-13(c)(7)(B)(e), all fabrication, including cutting and polishing of the materials, shall take place within the building.
6. The roll-off container shall remain within the property lines of 1812 Aragon Avenue. While Code Section 12-2(b)(4) states that permanent roll-off containers can be located in the right-of-way, it was discussed at the August 7, 2019 Planning and Zoning meeting to keep the container on site.
7. The roll-off container shall have a continuous landscape screen along the west and south sides to minimize visibility from Aragon Avenue.
8. The applicant shall continuously ensure compliance with Chapter Two, Article Seven, Division Two, Prohibited Discharge Standards, of the City's Code.
9. Per the Florida Department of Health, all businesses shall comply with the General Pollutant Emission Limiting Standards (Section 62-296.320 F.A.C.).
10. The wet curtains that have been installed to mitigate dust pollution shall be maintained for the duration of the fabrication services use, and replaced when necessary.
11. Per LDR Section 23.2-29(j), conditions and requirements stated as part of the approval of a conditional use shall be a continuing obligation of the property owner unless and until the conditional use shall expire.
12. In the event of a legal challenge to this approval, the applicant shall be responsible for all costs to defend the action of the city in approving any and all permits related to this application. Should the applicant fail to enter into an agreement fund the costs of litigation, the city, at its discretion, may rescind this approval and revoke all permits issued.
13. Per LDR Section 23.5-1(b), all proposed signage shall require review and approval of a building permit.

14. Per LDR Section 15-24.2, no person shall make, continue or cause to be made any unreasonable noise or disturbing noise. [Section 15-24.2]



ISSUED
May 22, 1997
© 1996 Federal Reserve Bank of Dallas

Prepared By, Record and Return To:
Theodore R. Stotzer, Esq.
Michael Swerdlow Companies, Inc.
200 South Park Road, Suite 200
Hollywood, Florida 33021

JUL-15-1997 1:53pm 97-249815
ORB 9890 Pg 11
| |
Con 600,000.00 Doc 4,200.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 25 day of June, 1997, by STS BUILDINGS ASSOCIATES, L.P., a Delaware limited partnership, having its principal place of business at 200 South Park Road, Suite 200, Hollywood, Florida, 33021, hereinafter called the GRANTOR, to DANIEL W. HIATT and FREDERICK J. SCHMIDT, whose post office address is 1099 Lands End Road, Manalapan, Florida, 33460, hereinafter called the GRANTEE:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, That the GRANTOR, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable considerations paid, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE, all that certain land situate in Palm Beach County, Florida, viz:

For a complete description of the land being conveyed hereby reference is hereby made to EXHIBIT "A" attached hereto and made a part hereof for all purposes ("Property").

Property Tax Folio Nos:
38 43 44 21 04 005 0130
38 43 44 21 04 004 0090

Grantee's Tax I.D. Nos. respectively.

This conveyance is SUBJECT TO those matters set forth in Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD, the same unto the said GRANTEE in fee simple.

AND with respect to all persons claiming by, through or under the GRANTOR, but none other, the GRANTOR hereby covenants with said GRANTEE that the GRANTOR is lawfully seized of said land in fee simple and that the GRANTOR has good right and lawful authority to sell and convey said land and that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said GRANTOR, but against none other, and that said land is free of all encumbrances except as above noted.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

LAWYERS TITLE INSURANCE CORP
ONE FINANCIAL PLAZA
SUITE 105
FELLS DALE FL. 33394
#9700996-A

Signed, sealed and delivered
in the presence of:

STS BUILDINGS ASSOCIATES, L.P.
BY: HOLLYWOOD STS ASSOCIATES, L.P.,
its general partner
BY: HOLLYWOOD, INC. (DEL.),
its general partner

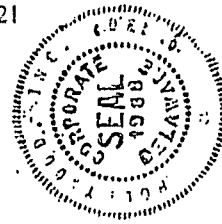
Rhonda S. Alston
Name: Rhonda S. Alston

By: [Signature]
Michael Swerdlow, President
200 South Park Road, Suite 200
Hollywood, Florida 33021

Celeste M. Orlins
Name: Celeste M. Orlins

Attest: Theodore R. Stotzer
Theodore R. Stotzer, Secretary
200 South Park Road, Suite 200
Hollywood, Florida 33021

(Corporate Seal)

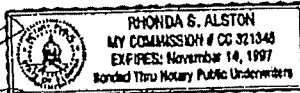


STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of June, 1997, by MICHAEL SWERDLOW and THEODORE R. STOTZER, President and Secretary, respectively, of Hollywood, Inc. (Del.), a Delaware corporation, general partner of Hollywood STS Associates, L.P., general partner of STS Buildings Associates, L.P., a Delaware limited partnership, on behalf of said limited partnership. They are personally known to me or have produced _____ and _____, respectively, as identification.

Rhonda S. Alston
NOTARY PUBLIC
Name:
Title or Rank:
Serial Number:



Reference No. 33 Property:

Lots 9 through 12, inclusive, Block 4, BARCELONA GARDENS, according to the Plat thereof recorded in Plat Book 13, page 19, of the Public Records of Palm Beach County, Florida, less right-of-way as set out in Order of Taking recorded in Official Records Book 2226, page 1657, of the Public Records of Palm Beach County, Florida; and

Lots 13 through 16, inclusive, Block 5, BARCELONA GARDENS, according to the Plat thereof recorded in Plat Book 13, page 19, of the Public Records of Palm Beach County, Florida.

EXHIBIT "A"

THIS IS NOT A CERTIFIED COPY

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. Taxes and assessments for 1997 and subsequent years.
2. Zoning, restrictions, resolutions, prohibitions and other requirements imposed by governmental authority.
3. Restrictions, easements, and matters appearing on the Plat of Barcelona Gardens, recorded in Plat Book 13, Page 19, public records of Palm Beach County, Florida, or otherwise common to the subdivision.
4. Rights of tenants in possession under recorded and unrecorded leases.
5. Matters disclosed by survey prepared by O'Brien, Suiter & O'Brien, Inc. under Order No. 88-6db, dated May 27, 1997, further updated on June 14, 1997.
6. Public Utilities Easements affecting the West five feet (5') of Lot 12, Block 4, as set forth in Warranty Deed recorded in Deed Book 1115, Page 107, public records of Palm Beach County, Florida.

Public Records
Certified copy



This instrument prepared by
 And should be returned to:
 Frederick J. Schmidt
 8233-18 Gator Lane
 West Palm Beach, FL 33411

CFN 20120255632
 CR BK 25296 PG 0327
 RECORDED 06/28/2012 14:19:51
 Palm Beach County, Florida
 AMT 10.00
 Doc Stamp 0.70
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0327 - 328; (2pgs)

Property Control Nos: 38-43-44-21-04-005-0130 &
 38-43-44-21-04-004-0090

This is not a legal document

SPECIAL WARRANTY DEED

This Special Warranty Deed is made this 15th day of June 2012, by Frederick J. Schmidt, an unmarried man, (herein called "Grantor"), whose mailing address is: 8233-18 Gator Lane, West Palm Beach, FL 33411, to Frederick J. Schmidt, Trustee of the Frederick J. Schmidt Revocable Trust u/a/d 11/29/2005, with full power and authority to protect, conserve, and to sell or to lease or to encumber or otherwise to manage and dispose of the real property conveyed by this deed, whose address is the same as above, (hereinafter called "Grantee").

WITNESSETH: That the Grantor, for and in consideration of the Sum of Ten (\$10.00) Dollars and other valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all of its one-half (1/2) interest in that certain property situate in Palm Beach County, State of Florida, legally described as follows (the "Property"):

Lots 9 through 12, inclusive, Block 4, BARCELONA GARDENS, according to the Plat thereof recorded in Plat Book 13, Page 19, of the Public Records of Palm Beach County, Florida, less right-of-way as set out in Order of Taking recorded in Official Records Book 2326, Page 1657, of the Public Records of Palm Beach County, Florida; and

Lots 13 through 16, inclusive, Block 5, BARCELONA GARDENS, according to the Plat thereof recorded in Plat Book 13, Page 19, of the Public Records of Palm Beach County, Florida.

SUBJECT TO zoning, restrictions, resolutions, prohibitions and other requirements imposed by governmental authority.

SUBJECT TO restrictions, easements of record, if any, and taxes from the year 2012 and subsequent years recorded in the Public Records of Palm Beach County Florida, provided that nothing herein shall serve to reimpose same, and matters appearing on the plat of Barcelona Gardens, recorded in Plat Book 13, Page 19, of the Public Records of Palm Beach County, Florida, or otherwise common to the subdivision.

SUBJECT TO rights of tenants in possession under recorded and unrecorded leases.

SUBJECT TO matters disclosed by survey prepared by O'Brien, Suiter & O'Brien, Inc. under Order No. 88-6db, dated May 27, 1997, further updated on June 14, 1997.

SUBJECT TO Public Utilities Easements affecting the West five feet (5') of Lot 12, Block 4, as set forth in Warranty Deed recorded in Deed Book 1115, Page 107, Public Records of Palm Beach County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining to the Property.

This is a certified copy

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses

Laura Sokolik

By: Frederick J. Schmidt
Frederick J. Schmidt

LAURA SOKOLIK
Print Name

Christina Morel

Christina Morel
Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Frederick J. Schmidt an unmarried single man, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and who is personally known to me.

Witness my hand and official seal in the State and County last aforesaid this the 15th day of June 2012.

Laura Sokolik
NOTARY PUBLIC

LAURA SOKOLIK
Print Name
My Commission Expires: 5-31-2015

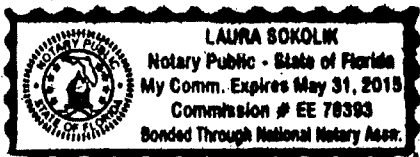
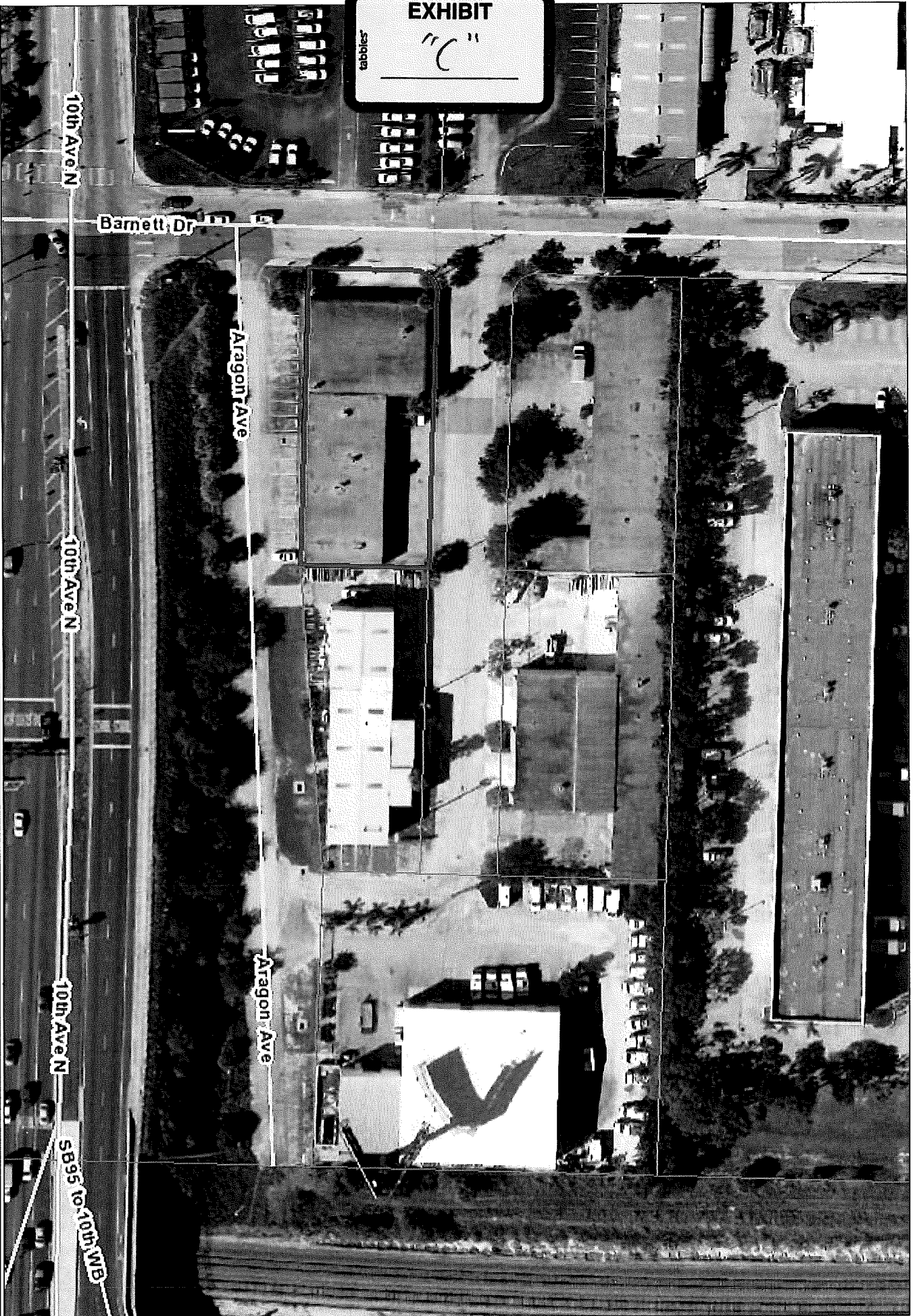
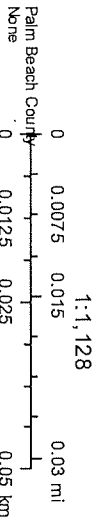


EXHIBIT
"C"
tabbles



1847 Aragon Avenue



38434421040040090



Created by: Palm Beach County
November 21, 2019



DOROTHY JACKS

CFA, AAS
Palm Beach County Property Appraiser
We Value What You Value

PAPA Home >



Separate Owner Address

Property -
Record

10000 W &
10000 W &

10000 W &
10000 W &

BARCELONA
SUBDIVISION
GARDENS IN
10000 W &
10000 W &

Mailing
Address TAKE
10000 W &
10000 W &

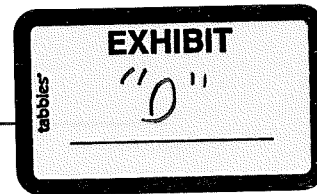
Use Type 4800 - WARE
TERM

Total
Square Feet 8426

10000 W &
10000 W &

SEP.1988 725000
SEP.1988 100

1848
Aragon Ave.



Ciklin Lubitz

ATTORNEYS AT LAW

515 N. Flagler Drive, 20th Floor, West Palm Beach, FL 33401
O.561.832.5900 | F.561.833.4209
www.ciklinlubitz.com

Bruce G. Alexander, P.A.	Richard R. Chaves, P.A.	Jeffrey M Garber, P.A.	Scott A. Lombardo	Leeza D. Newman	Kevin D. Wilkinson, P.A.*
Jerald S. Beer, P.A.	Alan J. Ciklin, P.A.	Christine M. Hoke, P.A.	Alissa C. Loewenstein	Elisha D. Roy, P.L.	
John D. Boykin, P.A.	Robert L. Crane, P.A.	Douglas T. Johnson	Charles A. Lubitz, P.A.*	Dean Vegosen, P.L.*	
Jonathan B. Butler, P.A.	Ronald E. Crescenzo, P.A.	Gregory S. Kino, P.A.	Jason S. Mankoff	Gary Walk, P.A.	*Designates Of Counsel

September 30, 2019

City of Lake Worth Beach
Pam Ryan, City Attorney
Deborah M. Andrea, City Clerk
7 North Dixie Highway
Lake Worth, FL 33460
Pryan@torcivialaw.com
Dandrea@lakeworthbeachfl.gov

Via Email Only

REQUEST FOR AFFECTED PARTY STATUS IN QUASI-JUDICIAL HEARING:

PLANNING AND ZONING BOARD OCTOBER 2, 2019

CONDITIONAL USE REQUEST AT 1812 ARAGON AVENUE

PZB PROJECT NO. 19-00500004

Dear City Attorney and City Clerk:

Purpose of this letter. We request affected party status for Daniel W. Hiatt ("Hiatt") and Frederick J. Schmidt, Trustee of the Frederick J. Schmidt Revocable Trust ("Trustee") in the above matter, which is scheduled for hearing before the City of Lake Worth Beach Planning and Zoning Board on Wednesday October 2, 2019 at 6:00 PM. This is a quasi-judicial proceeding.

Criteria for granting intervenor status. The City of Lake Worth Beach's Code identifies §23.2-16. (Quasi-judicial procedures), which articulates at paragraph (a) the order of presentation, and prescribes at paragraph (e) the following procedures for establishing *affected party status*:

"(e) *Affected parties*. Affected parties, as defined in section 23.1-12¹ (Definitions), (1) shall be allowed to present evidence, to produced witnesses, and to cross-examine witnesses produced by others; (2) may appeal final decisions of staff, HRPB, planning

¹ Code 23.1-12 *Affected party*: That party whose interests would be adversely affected and is aggrieved such that under Florida law it has standing to challenge the action of the relevant city commission, board or agency. An applicant is an affected party. An affected party is different than an interested property owner.

Pam Ryan, City Attorney
Deborah M. Andrea, City Clerk
September 30, 2019
Page 2

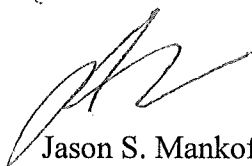
and zoning board, or city commission; and (3) may file suit to enforce the provisions of this article should the city fail or decline to do so. Notwithstanding the foregoing; however, in any suit brought by an affected party the applicable circuit court shall determine whether the affected party has the requisite standing to bring suit.

Parties requesting affected party status. On behalf of the Hiatt and Trustee, property owners of 1847 and 1848 Aragon Lane, in Lake Worth, we respectfully request recognition of intervenor status in opposition to the application.

Qualifications for affected party status. Hiatt and Trustee are the property owners directly to the west and southwest of 1812 Aragon Avenue. They are deeply concerned that they and their tenants may be exposed to excessive noise, odors, dust, and other air pollution, pests, light trespass, loss of property value, and an overall decline in their quality of life. Because they own property directly across from the subject property, they are unquestionably more aggrieved than the general public.

We respectfully request that Hiatt and Trustee be recognized as affected parties on grounds that they legal standing because they are located directly across from the proposed conditional use, which is within the noticed proximity area of 400 feet, and as their testimony, data and information will show at the hearing, they will be affected by noise, dust, odors and other impacts experienced, meet the definition and qualify as affected persons per the definition in City Code §23.1-12 and 23.2-16.

Very truly yours,



Jason S. Mankoff

JSM:sfd

Dan Hiatt
Frederic J. Schmitt, Trustee
Gregory S. Kino, Esq.

Ciklin Lubitz

ATTORNEYS AT LAW

515 N. Flagler Drive, 20th Floor, West Palm Beach, FL 33401
O.561.832.5900 | F.561.833.4209
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Brad Avakian	Richard R. Chaves, P.A.	Jeffrey M Garber, P.A.	Charles A. Lubitz, P.A.*	Dean Vegosen, P.L.*
Jerald S. Beer, P.A.	Alan J. Ciklin, P.A.	Christine M. Hoke, P.A.	Jason S. Mankoff	Gary Walk, P.A.
John D. Boykin, P.A.	Robert L. Crane, P.A.	Douglas T. Johnson	Leeza D. Newman	Kevin D. Wilkinson, P.A.*

**Designates Of Counsel*

December 5, 2019

Via Email Only

Mr. William Waters, Director of Community Sustainability Department
City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460
wwaters@lakeworthbeachfl.gov

Mr. Mark Stivers, Deputy Director of Community Sustainability Department
City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460
mstivers@lakeworthbeachfl.gov

RE: APPEAL BY AFFECTED PARTY
Kadassa Inc. ("Applicant") PZB 19-00500004: Conditional Use Permit

Dear Sirs:

We previously provided the required notice pursuant to Lake Worth Beach Code ("Code") Section 23.2-17 of an appeal to the City Commission by an Affected Party, Daniel W. Hiatt and Frederick Schmidt, Trustee, who are property owners of the adjacent properties located at 1847 and 1848 Aragon Avenue.

This letter is the basis for the appeal, which is required within 30 days of the written decision. The testimony provided at the City of Lake Worth Beach Planning and Zoning Board on October 2, 2019, along with the photographs which I provided are already part of the official record.

However, a summary of the basis of the appeal follows.

The application submitted by the Applicant was incomplete. The Applicant failed to meet its burden to show by substantial competent evidence that it meets all requirements for the granting of a conditional use as required by 23.2-29 of the Lake Worth Beach Code. In fact, although the Code requires that all requirements be met, in fact not even one single requirement has been met.

Competent substantial evidence is real, fact based, clear reliable evidence that proves the points that must be proven. Quite simply, Applicant has not met this burden. The application and justification response merely reiterate back the requirements that must be met. No substantial competent evidence was presented.

Pursuant to Code Section 23.2-29, the purpose and intent of the City's conditional use process is to ensure the appropriateness and compatibility of the use and to prevent or minimize adverse impacts to the surrounding area. The Code states that conditional uses are deemed to carry the potential for these adverse impacts, thus requiring findings of facts before an approval can be granted. In those instances when the decision-making authority, in this case the Planning and Zoning Board, determines that all findings have been met, then the Board shall approve the use.

The requirement of general findings under Section 23.2-29 (d)(1) includes the requirement that "the conditional use exactly as proposed will be in harmony with the existing uses". Section 23.2-29 (d)(2) requires that "the use is in harmony with the existing uses in the immediate area". Section 23.2-29 (d)(3) requires that "clearly no greater harm would result from a permitted use or some other conditional use." Section 23.2-29 (d)(4) requires the conditional use "will not result in more intensive development than approved by the future land use element of the comp plan." Thus, without any offering of any evidence at the hearing even attempting to show that even one has been met, all four of these general conditional use requirements clearly were not met.

Moreover, this use falls under Section 23.4-13 of the Code titled "Medium and high intensity conditional uses." When the proposed use carries the potential for substantial adverse impacts on neighboring properties, the use must also meet the additional standards of Section 23.4-13(7)(B)(1). These include: d) screening all outdoor storage and commercial vehicle parking; e) that all production and processing be restricted to an enclosed building; and f) increased buffering.

These three requirements were also not met. In fact, at the hearing, there was no evidence offered to show that they were met as the outdoor storage clearly is not screened, the building is not enclosed and there is no buffering whatsoever.

The Applicant was required at the hearing to demonstrate that they met or exceeded each and all of the requirements and to prove them each by substantial competent evidence. They did not meet this burden nor even come close. Since the Applicant did not meet the initial burden of showing by substantial competent evidence that its application met the statutory criteria for granting a conditional use, the decision made by the Planning and Zoning Board has no legal basis and cannot be upheld.

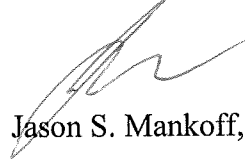
Our client reserves all rights on appeal to any and all matters which were presented at the Planning and Zoning hearing and is not limited to the matters mentioned in this summary letter explaining the basis for the appeal.

December 5, 2019

Page 3

Please confirm receipt of this letter and advise me as to the date that this appeal will be heard.

Very truly yours,



Jason S. Mankoff, Esq.

cc: Mr. Michael Bornstein, Town Manager (mbornstein@lakeworthbeachfl.gov)
Pam Ryan, Esq. (pryan@torcivialaw.com)
Ms. Sheri Coale, Board Secretary (scoale@lakeworthbeachfl.gov)
Client
Greg Kino, Esq.



PLANNING & PRESERVATION DIVISION
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY
 CITY OF LAKE WORTH
 1900 2ND AVENUE NORTH
 LAKE WORTH, FL 33461
 561.586.1687

UNIVERSAL DEVELOPMENT APPLICATION

This application is required for **ALL** applications submitted to the Planning, Zoning and Historical Preservation Division. Planning staff can answer any questions you have regarding the applications and the processes during Planner On-Call hours (Monday – Friday, 9:00 – 10:30 a.m. and 3:00 – 4:00 p.m.). Please make an appointment with planning staff if you require more than 15 minutes with a staff member.

Application Type (select all that apply):

- Site Plan – Minor Site Plan – Major Planned Development Variance
- Subdivision/Plat Conditional Use Administrative Use Mural
- Alcoholic Beverage Distance Proximity Waiver Community Residence Proximity Waiver
- Gaming Establishment Distance Proximity Waiver Adult Use Distance Proximity Waiver
- Sustainable Bonus Incentive Program Certificate of Appropriateness Sign Variance
- Rezoning (Zoning Map Amendment) Zoning Text Amendment Annexation
- Other: _____

- Project Name: KA DASSA INC

- Project Location: 1812 A DRAGON AVE
Barcelona Gardens

Legal Description: LOTS 17, thru 20, Block 5 Date Platted: _____

PCN: 38-43-44-21-04-005-0170 Existing Zoning: I-POC Proposed Zoning: I-POC

Existing FLU: INDUSTRIAL Proposed FLU: INDUSTRIAL

Proposed Use: Residential; Density _____; Commercial _____ SF; Industrial _____ SF

Total Estimated Cost of the Project: _____

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	\$ _____	<input type="checkbox"/> PAID _____	<input type="checkbox"/> DUE _____

Project Manager/Contact Person: Martin Arias

Company: Kadassa Inc.

Address: 1812-A Aragon Avenue Lake Worth FL 33460
(Street Address) (City) (State) (Zip)

Phone No.: 954-684-8361 E-Mail Address: Kadassa.inc@hotmail.com

Applicant Name (if different from Project Manager): _____

Company: Kadassa Inc.

Address: 1812-A Aragon Avenue Lake Worth FL 33460
(Street Address) (City) (State) (Zip)

Phone No.: 954-684-8361 E-Mail Address: Kadassa.inc@hotmail.com

Owner Name: 1812 Aragon Ave, LLC

Company: 1812 Aragon Ave, LLC

Address: 4361 Okeechobee Blvd., Ste. A7 West Palm Beach, FL 33409
(Street Address) (City) (State) (Zip)

Phone No.: 561-315-8611 E-Mail Address: _____

OWNER'S CONSENT

1812 Aragon Ave, LLC ("Owner") certifies that it is the owner of the property located at 1812 Aragon Avenue, Lake Worth, FL 33460

("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes Kadassa Inc. and Martin Arias ^{Subject to Kadassa Inc. & Martin Arias being responsible for only and not all expenses related to this application and agreements.} as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: [Signature] Date: Sept. 26, 2017

Name/Title of Signatory: WOLFGANG KEIL, Pres.

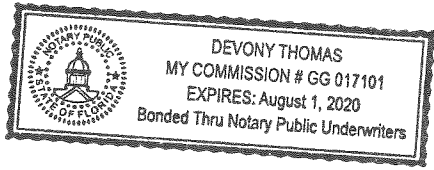
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26 day of September, 2017 by WOLFGANG S. KEIL who is personally known to me or who produced a PEDL as identification. He/she did not take an oath.

(NOTARY SEAL)

[Signature]
(Signature of Notary Public)

DEVONY THOMAS
(Name of Notary)



PROJECT DATA

DESCRIPTION OF WORK:

Provide a detailed description of work to be done as a result of this application (attach additional sheets if necessary).

fabrication of Countertop made of Stone

PRIOR APPROVALS:

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

/

ADJACENT PROPERTY INFORMATION:

Complete the following table for all surrounding properties. Information located at www.lakeworth.org/business/planning-zoning/.

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North	Industrial	IPOE	Warehouse
South	Industrial	IPOC	Granite Company
East	Industrial	IPOC	Warehouse - Land Keeper
West	Industrial	IPOC	Glass/Window. a Business

DEVELOPMENT STANDARDS:

Identify the applicable required and proposed development standards. If not applicable, enter "N/A". The "required" information can be located in Article 23 of the City's Code of Ordinances, Land Development Regulations, at www.municode.com.

Development Standard	Required	Provided
Lot Size (Acreage and SF)		
Lot Width (Frontage)		
Building Height	Primary	
	Accessory	
Setbacks	Front (_____)	
	Rear (_____)	
	Side (_____)	
	Side (_____)	
Living Area	Single-Family	
	Multi-Family	
Accessory Structure Limitation		
Impermeable Space Coverage		
Building Coverage		
Maximum Wall Height at Setback		
Floor Area Ratio Limitation		

AFFIDAVIT OF COMPLETENESS AND ACCURACY

INSTRUCTIONS: To be completed by the individual submitting the application (owner or authorized agent).

Project Name: KADASSA INC Submittal Date: 04/19/2017

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check (✓) one: I am the property owner authorized agent.

Martin Arias
(Name - type, stamp or print clearly)
KADASSA INC.
(Name of Firm)

[Signature]
(Signature)
1812-A Aragon Ave
Lake Worth, FL 33460
(Address, City, State, Zip)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19TH day of April, 2017, by Martin Arias who is personally known to me or who produced a Florida Driver License as identification. He/she did not take an oath.

(NOTARY SEAL)

[Signature]
(Signature of Notary Public)
Ariel Belliard
(Name of Notary)



SIGN POSTING AGREEMENT

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: KADASSA INC

Property Owner: 1812 ARAGON LLC

Contact Phone No.: (561) 588-1444 - (954) 684-8361

Property Location: 1812-A ARAGON AVE
LAKE WORTH FL 33460

I, _____, hereby affirm that I will post the notification sign(s) provided to me for a minimum of ten (10) calendar days before the scheduled date of the hearing of Planning and Zoning Case No. _____.

Signature: *Martin Arias* Date: 04/19/2017

Name/Title of Signatory: Martin Arias, President

STATE OF Florida)
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19TH day of April, 2017, by Martin Arias who is personally known to me or who produced a Florida Driver License as identification. He/she did not take an oath.

(NOTARY SEAL)



Ariel Belliard
 (Signature of Notary Public)
Ariel Belliard
 (Name of Notary)

Kadassa Inc
1812 Aragon Avenue
Suite A
Lake Worth, Fl. 33411

July 1, 2019

Phone: (561) 588-1444
Fax: (561) 588-2467

Re: Kadassa Inc Justification Statement

Application Request

On behalf of Martin Arias this application requests approval of a conditional use permit. The nature of our business is to Fabricate Stone Countertops from Granite, Marble, and Quartz Slab Material

Landscaping is existing on the site, no changes are proposed.

Surrounding Property Information

The Property on the north of our site is Warehouse & Parking to the east is I-95, to the west is Barnett Dr. and to the south is Aragon Ave.

Harmonious and Efficient design

The existing buildings surrounding this site are similar in size and type to those industrial building located throughout the IPOC district immediately north of our site.

Preservation of Natural Conditions

The site has approximately 2 existing buildings and no changes are anticipated.

Screening and Buffering

All existing landscaping will not change, we will be adding a screening material to the existing chain link fence and gate to obscure the view of our operations and outdoor storage usage.

Emergency Access

Emergency access will be provided via Aragon Ave and Barnett Drive.

Access to Public Ways

Access will be provided via Aragon Avenue and Barnett Drive.

Pedestrian Circulation

Existing sidewalks are provided on the site around the existing buildings.

Design of ingress and Egress Drives

Ingress and egress are already provided and are existing.

Coordination of On-Site Circulation with Off-Site Circulation.

On site circulation is existing no new circulation is provided. All traffic flow is existing and well established.

Design of On- Site Public Right of Way

No on-site public right of ways are proposed for this development.

Off-Street Parking Loading and Vehicular Circulation Areas

Off Street Parking vehicular circulation and loading areas are existing, no changes proposed.

Refuse and Service Areas

Refuse and Service areas are existing

Protection and Property Values

This site has been arranged to enhance property values.

Transitional Development

The proposed site is located in an area that transitions from industrial to mixed use.

Consideration of Future Development

Future uses are projected to be industrial in use and type.

General Findings Relating to Harmony with LDRs and Protection of Public Interest-Conditional Uses

- 1.- The conditional uses indicated on the proposed site plan will be in harmony with the uses which are most likely to occur in the immediate area where located. The proposed conditional uses are industrial in nature and similar to other uses located in the IPOC district.
- 2.- The proposed conditional uses are industrial in nature and will be in harmony with the existing industrial uses in the immediate area.
- 3.- The proposed conditional uses will not result in more intensive development in advance of when such development is approved by the Future Land Use Element of the Comprehensive Plan as the area is already designated with an industrial future land base.
- 4.- The future land use designation for the surrounding area is industrial; therefore the proposed conditional uses are compatible with future development.

Specific finding for All Conditional Uses

1. The proposed Conditional Use will not generate traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.
2. The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would in a development permitted by right and is appropriately located with respect to collector and material streets.
3. The proposed conditional use will not produce significant air pollution emissions, or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.
4. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.
5. The proposed Conditional Use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost than would result from development permitted by right.
6. The proposed Conditional Use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.
7. The proposed Conditional Use will not generate significant, noise, or will appropriately mitigate anticipated noise to a level compatible with that which would result from a development permitted by right.
8. The proposed Conditional Use will not generate light or glare which encroaches onto any residential property.

Additional Requirements:

We understand and agree that:

Prior to approving any Conditional Use Permit, the decision making authority shall ensure that the following requirements have been met:

1.- Any and all outstanding code enforcements fees and fines related to the project site have been paid to the City.

2.- Any previously imposed conditions of approval for the use at the site have been met, if applicable, unless request for amendment of conditions is part of the current Conditional Use Permit application.

Where it is necessary to provide write notice to surrounding property owners, the planning Zoning & Preservation Department (PZHP) will provide a copy of the notice letter to the Applicant.

It is the responsibility of the Applicant to mail the required notice letters to property owners within a 40-ft. radius of the subject property. Letters shall be mailed a minimum of 10 days in advance of the scheduled meeting date.

The Applicant shall obtain, from the Palm Beach Country Property Appraiser's Office, a radius map and a list of property owners within a 400 ft. radius of the subject property.

A copy of the radius map and property owner list shall be provided to the City's PZHP Department along with an original certificate of mailing, such as the U.S. Postal Service or other company that offers mailing services would provide.

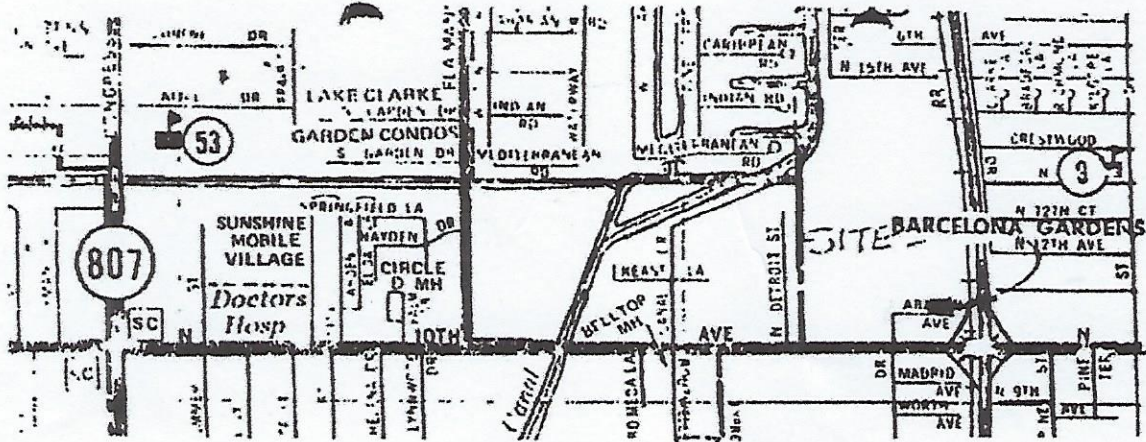
These documents are considered as part of an application and shall be provided to the PZHP Department prior to the public hearing date.

Attached Materials

Survey (abstracted within 2 years of the date of the application)

Justification statement to address the conditional use criteria in section 23.2

Site/Floor plan (layout of leased space, outside & inside)



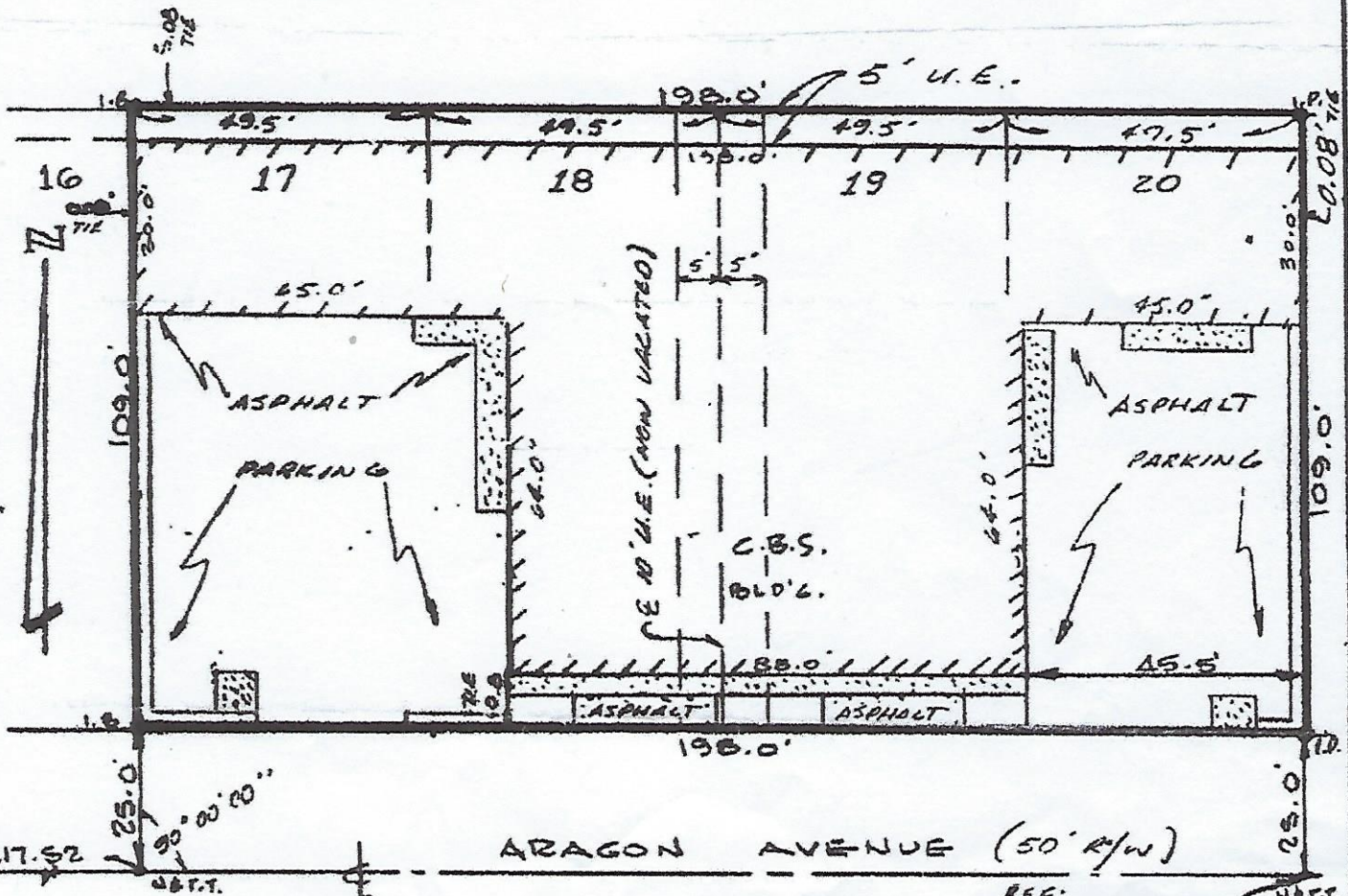
LOCATION MAP N. T. S.

LAND SURVEY OF:
1800 - 1836 Aragon Avenue
Lake Worth, Florida

CERTIFIED TO: H. James & Suzanne L. Carlin
AND TO: Financial Security Savings & Loan
AND TO: Commonwealth Land Title Insurance Co.

- DESCRIPTION -
LOTS 17 THRU 20, BLOCK 5,
BARCELONA GARDENS, ACCORDING
TO THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 13, PAGE 19, PUBLIC
RECORDS OF PALM BEACH
COUNTY, FLORIDA.

SHERBETT DRIVE (CONTINUED) STREET WEST



- NOTES: 1) Under-construction Tie-in 2/8/78.
2) Re-surveyed & re-certified 6/19/86.

REC:
B.M. = NAIL & T.Y.
EL. 16.44 M.S.L.



Prepared by and Return to:
Daniel J. Shepherd, Esquire
Daniel J. Shepherd, P.A.
3896 Burns Road, Suite 101
Palm Beach Gardens, Florida 33410
(561) 624-3001

CFN 20100494708
OR BK 24281 PG 0255
RECORDED 12/28/2010 12:15:11
Palm Beach County, Florida
AMT 484,825.00
Doc Stamp 3,394.30
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0255 - 257; (3pgs)

Consideration: \$484,825.00

Property Appraisers Parcel Identification Number:
38-43-44-21-04-005-0170

----- [Space Above This Line For Recording Purposes] -----

TRUSTEES DEED

THIS TRUSTEES DEED, made effective the 16 day of **December, 2010**, by and between **Daniel J. Shepherd and John Farina, Successor Co-Land Trustees under the provisions of a certain Land Trust Agreement pursuant to Florida Statutes Section 689.071, dated December 5, 1996, and known as Land Trust No. 1015**, party of the first part, whose address is **3896 Burns Road, Suite 101, Palm Beach Gardens, Florida 33410**, and **1812 Aragon Ave., LLC, a Florida limited liability company**, party of the second part, and whose address is **4361 Okeechobee Boulevard, Unit A7, West Palm Beach, Florida 33409**.

WITNESSETH: That the party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the party of the second part, all that certain land situate in **Palm Beach County, Florida**, to wit:

Lots 17, 18, 19 and 20, Block 5, Barcelona Gardens according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 13, Page 19.

SUBJECT TO restrictions, reservations, covenants, easements of record, zoning regulations, ordinances, any state of facts which an accurate survey would show and taxes for the year 2011 and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


TO HAVE AND TO HOLD, the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part that the party of the first part is lawfully seized of said land in fee simple; that the party of the first part has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2010.

IN WITNESS WHEREOF, the party of the first part has signed and sealed these presents the day and year first above written.

Signed in the presence of:

Daniel J. Shepherd and John Farina, Successor Co-Land Trustees under the provisions of a certain Land Trust Agreement pursuant to Florida Statutes Section 689.071, dated December 5, 1996, and known as Land Trust No. 1015



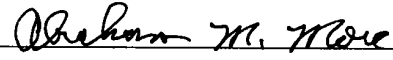
(1st Witness - Signature)

By: 

Daniel J. Shepherd, Co-Land Trustee

Jeffrey D. Kneen

(1st Witness - Printed Name)



(2nd Witness - Signature)

By: 

John Farina, Co-Land Trustee

Abraham M. More

(2nd Witness - Printed Name)

**State of Florida
County of Palm Beach**

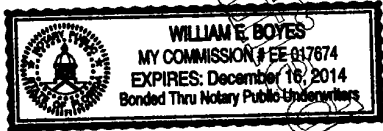
I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared **Daniel J. Shepherd and John Farina, Successor Co-Land Trustees**, to me well known and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and that they did not take an oath and

_____ are personally known to me; or
_____ have produced _____ as identification to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of **December, 2010**.

My Commission Expires:

Notary Public



{NOTE: THIS TRUSTEES DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR TITLE EXAMINATION AND NO OPINION OF TITLE IS EXPRESSED BY THE PREPARER WHATSOEVER.}

Kadassa Inc
1812 Aragon Avenue
Suite A
Lake Worth, Fl. 33411

July 1, 2019

Phone: (561) 588-1444

Fax: (561) 588-2467

Re: Kadassa Inc Justification Statement

Application Request

On behalf of Martin Arias this application requests approval of a conditional use permit. The nature of our business is to Fabricate Stone Countertops from Granite, Marble, and Quartz Slab Material

Landscaping is existing on the site, no changes are proposed.

Surrounding Property Information

The Property on the north of our site is Warehouse & Parking to the east is I-95, to the west is Barnett Dr. and to the south is Aragon Ave.

Harmonious and Efficient design

The existing buildings surrounding this site are similar in size and type to those industrial building located throughout the IPOC district immediately north of our site.

Preservation of Natural Conditions

The site has approximately 2 existing buildings and no changes are anticipated.

Screening and Buffering

All existing landscaping will not change, we will be adding a screening material to the existing chain link fence and gate to obscure the view of our operations and outdoor storage usage.

Emergency Access

Emergency access will be provided via Aragon Ave and Barnett Drive.

Access to Public Ways

Access will be provided via Aragon Avenue and Barnett Drive.

Pedestrian Circulation

Existing sidewalks are provided on the site around the existing buildings.

Design of ingress and Egress Drives

Ingress and egress are already provided and are existing.

Coordination of On-Site Circulation with Off-Site Circulation.

On site circulation is existing no new circulation is provided. All traffic flow is existing and well established.

Design of On- Site Public Right of Way

No on-site public right of ways are proposed for this development.

Off-Street Parking Loading and Vehicular Circulation Areas

Off Street Parking vehicular circulation and loading areas are existing, no changes proposed.

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Refuse and Service areas are existing

Protection and Property Values

This site has been arranged to enhance property values.

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The proposed site is located in an area that transitions from industrial to mixed use.

Consideration of Future Development

Future uses are projected to be industrial in use and type.

General Findings Relating to Harmony with LDRs and Protection of Public Interest-Conditional Uses

- 1.- The conditional uses indicated on the proposed site plan will be in harmony with the uses which are most likely to occur in the immediate area where located. The proposed conditional uses are industrial in nature and similar to other uses located in the IPOC district.
- 2.- The proposed conditional uses are industrial in nature and will be in harmony with the existing industrial uses in the immediate area.
- 3.- The proposed conditional uses will not result in more intensive development in advance of when such development is approved by the Future Land Use Element of the Comprehensive Plan as the area is already designated with an industrial future land base.
- 4.- The future land use designation for the surrounding area is industrial; therefore the proposed conditional uses are compatible with future development.

Specific finding for All Conditional Uses

1. The proposed Conditional Use will not generate traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.
2. The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would in a development permitted by right and is appropriately located with respect to collector and material streets.
3. The proposed conditional use will not produce significant air pollution emissions, or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.
4. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.
5. The proposed Conditional Use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost than would result from development permitted by right.
6. The proposed Conditional Use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.
7. The proposed Conditional Use will not generate significant, noise, or will appropriately mitigate anticipated noise to a level compatible with that which would result from a development permitted by right.
8. The proposed Conditional Use will not generate light or glare which encroaches onto any residential property.

Additional Requirements:

We understand and agree that:

Prior to approving any Conditional Use Permit, the decision making authority shall ensure that the following requirements have been met:

1.- Any and all outstanding code enforcements fees and fines related to the project site have been paid to the City.

2.- Any previously imposed conditions of approval for the use at the site have been met, if applicable, unless request for amendment of conditions is part of the current Conditional Use Permit application.

Where it is necessary to provide write notice to surrounding property owners, the planning Zoning & Preservation Department (PZHP) will provide a copy of the notice letter to the Applicant.

It is the responsibility of the Applicant to mail the required notice letters to property owners within a 40-ft. radius of the subject property. Letters shall be mailed a minimum of 10 days in advance of the scheduled meeting date.

The Applicant shall obtain, from the Palm Beach Country Property Appraiser's Office, a radius map and a list of property owners within a 400 ft. radius of the subject property.

A copy of the radius map and property owner list shall be provided to the City's PZHP Department along with an original certificate of mailing, such as the U.S. Postal Service or other company that offers mailing services would provide.

These documents are considered as part of an application and shall be provided to the PZHP Department prior to the public hearing date.

Attached Materials

Survey (abstracted within 2 years of the date of the application)

Justification statement to address the conditional use criteria in section 23.2

Site/Floor plan (layout of leased space, outside & inside)



DATE: July 31, 2019
TO: Members of the Planning and Zoning Board
FROM: Alexis Rosenberg, Neighborhood Planner
THRU: Kevin Fischer, AICP, Planning and Preservation Manager
MEETING: August 7, 2019

SUBJECT: **PZB Project Number 19-00500004**: Request by Martin Arias of Kadassa Inc. for consideration of a Conditional Use Permit for a medium-intensity “fabrication services excluding retail display and sales” use at 1812 Aragon Avenue. The project is located within the Industrial Park of Commerce (I-POC) zoning district. The subject property’s PCN is 38-43-44-21-04-005-0170.

SYNOPSIS:

Applicant	Martin Arias of Kadassa Inc.
Owner	1812 Aragon Ave LLC (Consent Received)
General Location	Northeast of the Aragon Avenue and Barnett Drive intersection
Existing PCN Numbers	38-43-44-21-04-005-0170
Existing Land Use	Warehouse/Distribution
Zoning	Industrial Park of Commerce (I-POC)
Future Land Use Designation	Industrial

BACKGROUND/PROPOSAL:

The subject property is a large size lot (21,580 square feet), located northeast of the corner of Aragon Avenue and Barnett Drive. The existing site is occupied by Kadassa Inc, which provides fabricated stone countertops from granite, marble and quartz materials. The applicant was notified of the need for a conditional use to operate at this location upon submitting a business license application.

ANALYSIS:***Public Support/Opposition***

Staff has not received any letters of support or opposition.

Consistency with the Comprehensive Plan and Strategic Plan

The proposed manufacturing facility is compatible with the following portions of the City of Lake Worth's Comprehensive Plan:

Policy 1.1.1.10: Industrial

The Industrial land use category is intended to provide for the establishment and enlargement of office, manufacturing and light to moderate industrial uses that would be incompatible in other areas of the city due to increased traffic generation. The implementing zoning district is I-POC.

Policy 1.1.2.12: Locational Strategy for the Industrial Designation

The Industrial land use designation is intended for mapping the area located west of I-95, known as the Lake Worth Park of Commerce (LWPOC). This location offers parcels of vacant and under-utilized land that provide a logical setting for development of office, manufacturing and light to moderate industrial uses that have the potential for increased traffic generation. This location also enjoys direct access to I-95 via the 10th Avenue North highway interchange.

Policy 11.1.2.16:

The City shall maintain its unique urban character and charm by preserving historic sites and districts within the City as much as possible, **and direct economic development projects to existing mixed-use corridors and sites as well as to the Lake Worth Park of Commerce.**

Strategic Plan Pillar 1: Positioning Lake Worth Beach to be a competitive viable location of choice

- A. Ensure effective economic development incentives and zones
- B. Adopt and implement clear, concise, consistent, predictable and unified rules, regulations and processes
- C. Optimize business district traffic patterns and parking assessments
- D. Foster the assessment and planning for City owned assets including beach, golf and marina
- E. Provide superior public amenities and services to retain existing and entice new residents and businesses

Section 23.2-29(d): General findings relating to harmony with LDRs and protection of public interest

The project is in compliance with the general findings relating to harmony with the LDRs and protection of public interest, as follows:

1. The conditional use exactly as proposed at the location where proposed will be in harmony with the uses which, under these LDRs and the future land use element, are most likely to occur in the immediate area where located.

Staff Response: The site contains a zoning designation of I-POC, as due the surrounding parcels. This use is consistent with the types of industrial uses anticipated to occur within the I-POC district. Therefore, the proposed “fabrication services excluding retail display and sales” use is a denser style of development that will be compatible and harmonious with the existing and anticipated surrounding uses. **Meets Criterion.**

2. The conditional use exactly as proposed at the location where proposed will be in harmony with existing uses in the immediate area where located.

Staff Response: The existing uses in the surrounding area are as follows:

Direction	Future Land Use	Zoning District	Current Use
North	Industrial	Industrial Park of Commerce (I-POC)	Warehouse/Distribution
South	Industrial	(I-POC)	Warehouse/Distribution
East	Industrial	(I-POC)	Light Manufacturing
West	Industrial	(I-POC)	Warehouse/Distribution

Per the Palm Beach County Property Appraiser, the surrounding current uses are warehouse/distribution and light manufacturing. In addition, all of the surrounding properties contain a future land use designation of Industrial and a zoning designation of I-POC. The fabrication services use type is in harmony with the existing uses in the immediate area. **Meets Criterion.**

3. The conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the Property for some use permitted by right or some other conditional use permitted on the Property.

Staff Response: The Conditional Use request at 1812 Aragon Avenue will not negatively affect the public benefit or cause greater harm than that of a use permitted by right in the I-POC zoning district. The area surrounding the subject site is industrial in nature, which is anticipated in the I-POC zoning district. The business is utilizing the existing building shell, with no proposed expansion. **Meets Criterion.**

4. The conditional use exactly as proposed will not result in more intensive development in advance of when such development is approved by the future land use element of the comprehensive plan.

Staff Response: The Conditional Use request to allow a fabrication services on this site will not result in a more intensive development in advance of the Future Land Use Element of the City’s Comprehensive Plan. As mentioned, the Industrial land use designation is intended for uses of this nature. Additionally, the use is consistent with surrounding uses in this industrially designated area. **Meets Criterion.**

Section 23.2-29(e): Specific standards for all conditional uses

1. The proposed conditional use will not generate traffic volumes or movements, which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.

Staff Response: At the medium intensity classification (2,500 to 7,500 square feet) uses are not permitted by right and require either a Conditional Use permit or Administrative Use permit. This use is consistent with allowable uses in the I-POC and will not generate higher trip generation rates than other uses that would be permitted in this zone. **Meets Criterion.**

2. The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right and is appropriately located with respect to collector and arterial streets.

Staff Response: As mentioned, this use does not significantly affect the volumes of traffic expected on the City's roadway network. The through traffic on local streets will not be heavily increased as a result of the existing "fabrication services" use. **Meets Criterion.**

3. The proposed conditional use will not produce significant air pollution emissions, to a level compatible with that which would result from a development permitted by right.

Staff Response: The Conditional Use for a "fabrication services" use on the site will not produce any significant air pollution emission greater than that of a use permitted by right within the I-POC. **Meets Criterion.**

4. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

Staff Response: Being an anticipated use in the I-POC zoning district, this use on the subject site will not result in a higher net public cost or earlier incursion of public cost than would result from a development permitted by right. The use is an anticipated type of use in this district. **Meets Criterion.**

5. The proposed conditional use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

Staff Response: Due to there being no major alterations to the property, the Applicant is utilizing the existing infrastructure. No adverse impact to infrastructure or public utilities is anticipated to occur as a result of this request. **Meets Criterion.**

6. The proposed conditional use will not place a demand on municipal police or fire protection service beyond the capacity of those services.

Staff Response: As mentioned, being an anticipated use (that is currently existing) in the I-POC zoning district, this use will not place a demand on municipal police or fire protection services beyond capacity. **Meets Criterion.**

7. The proposed conditional use will not generate significant noise, or will appropriately mitigate anticipated noise to a level compatible with that which would result from a development permitted by right. Any proposed use must meet all the requirements and stipulations set forth in section 15.24, Noise control.

Staff Response: Per Section 15-24.2, no person shall make, continue or cause to be made any unreasonable noise or disturbing noise. Unreasonable noise is defined as “any noise in or emanating from any property located within the corporate limits of the City of Lake Worth which equals or exceeds a measured sound level of sixty-five (65) dBA or dBC (whichever frequency is higher) between the hours of 11:00 p.m. and 8:00 a.m. Sunday through Thursday, a measured sound level in excess of eighty-five (85) dBA or dBC (whichever frequency is higher) between the hours of 8:00 a.m. and 11:00 p.m. Sunday through Thursday; and a measures sound level which equals or exceeds sixty-five (65) dBA or dBC between the hours of 12:00 a.m. and 8:00 a.m. Friday through Saturday and a measured sound level meeting or exceeding eighty-five (85) dBA or dBC (whichever frequency is higher) between the hours of 8:00 a.m. and 12:00 a.m. Friday through Saturday.”

It is also noted that the fabrication activities will take place inside of an enclosed building. **Meets Criterion.**

8. The proposed conditional use will not generate light or glare which encroaches onto any adjacent property in excess of that allowed in Section 23.4-3, Exterior lighting.

Staff Response: The subject site is surrounded by industrial uses. Additionally, there are no site changes proposed to the use that would create undesirable lighting that would impact surrounding areas. **Meets Criterion.**

Section 23.4-13.7(B)(1): Industrial/manufacturing facilities Design and Performance Standards.

The project is in compliance with the general findings relating to harmony with the LDRs and protection of public interest, as follows:

(a) Maximum lot size not to exceed five (5) acres.

Staff Response: The lot size is 0.495 acres, not in excess of the five acre maximum.

(b) Height: Maximum height of any industrial/manufacturing structure excluding office not to exceed thirty-five (35) feet including silos or building façades.

Staff Response: The building is a single story structure and does not exceed 35 feet.

(c) Silos: The number of silos shall not exceed four (4) within the site area and shall be effectively screened.

Staff Response: The site does not contain silos.

(d) Outdoor storage: Outdoor storage, commercial vehicle parking, display and sale of products shall be shielded from all public rights-of-way. See section 23.4-19 for additional outdoor storage regulations.

Staff Response: The applicant will be adding vinyl slats to the existing chain link fence and gate to obscure the view of the area of the property with outdoor storage (included as a condition of approval).

(e) All production and processing shall be restricted to an enclosed building.

Staff Response: Fabrication services will occur inside of an enclosed building, as noted on the Floor Plan (attachment B).

(f) Buffering requirements shall apply as required by existing ordinances, but may be increased based on a site specific review basis.

Staff Response: As previously noted, material will be added to the existing fence/gate to screen the outdoor storage area.

Conclusion:

The analysis has shown that the required findings can be made with respect to the Conditional Use Permit request. The use as proposed is in harmony with the underlying zoning district and surrounding areas, subject to compliance with staff's proposed conditions of approval.

CONSEQUENT ACTION:

The Planning & Zoning Board's decision will be final for the Conditional Use Permit. The Applicant may appeal the Board's decision to the City Commission.

STAFF RECOMMENDATION:

Staff has reviewed the documentation and materials provided, applying the applicable guidelines and standards found in the City of Lake Worth Zoning Code. The proposed use generally meets the criteria of the Comprehensive Plan and LDRs. Staff recommends that the Board review the application and the Code criteria outlined below in order to determine if the request is in compliance. Final approval shall be at the discretion of the Board.

POTENTIAL MOTION:

I MOVE TO APPROVE/DISAPPROVE PZB PROJECT NUMBER 19-00500004: Request for a **Conditional Use Permit** to allow for a medium-intensity "fabrication services excluding retail display and sales" use at 1812 Aragon Avenue, with the conditions recommended by staff included in Attachment C.

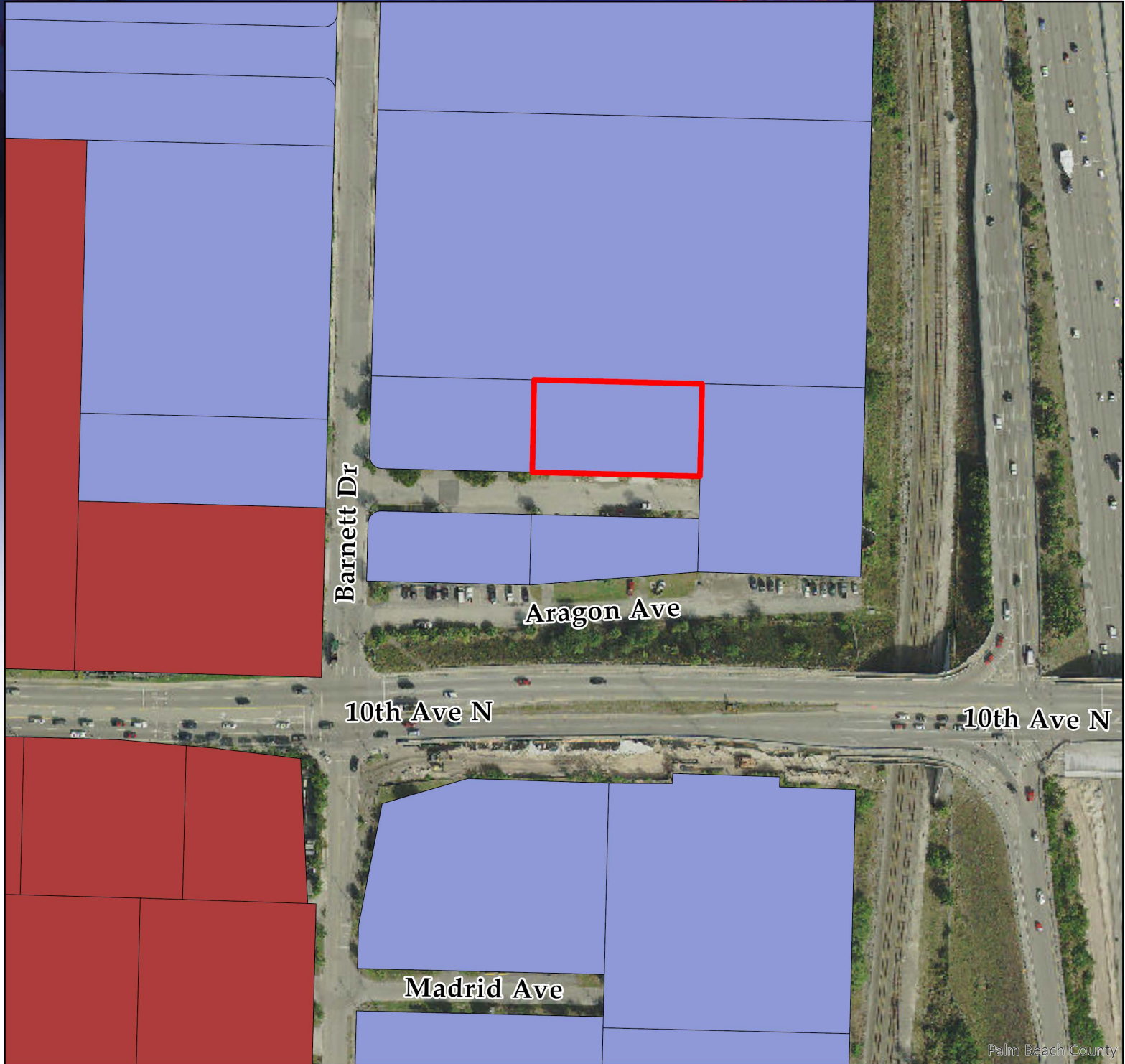
Attachments:

- A. Zoning Map
- B. Floor Plan
- C. Conditions of Approval
- D. Application Package






Zoning Map: 1812 Aragon Avenue

Department for Community Sustainability
Planning, Zoning & Historic Preservation

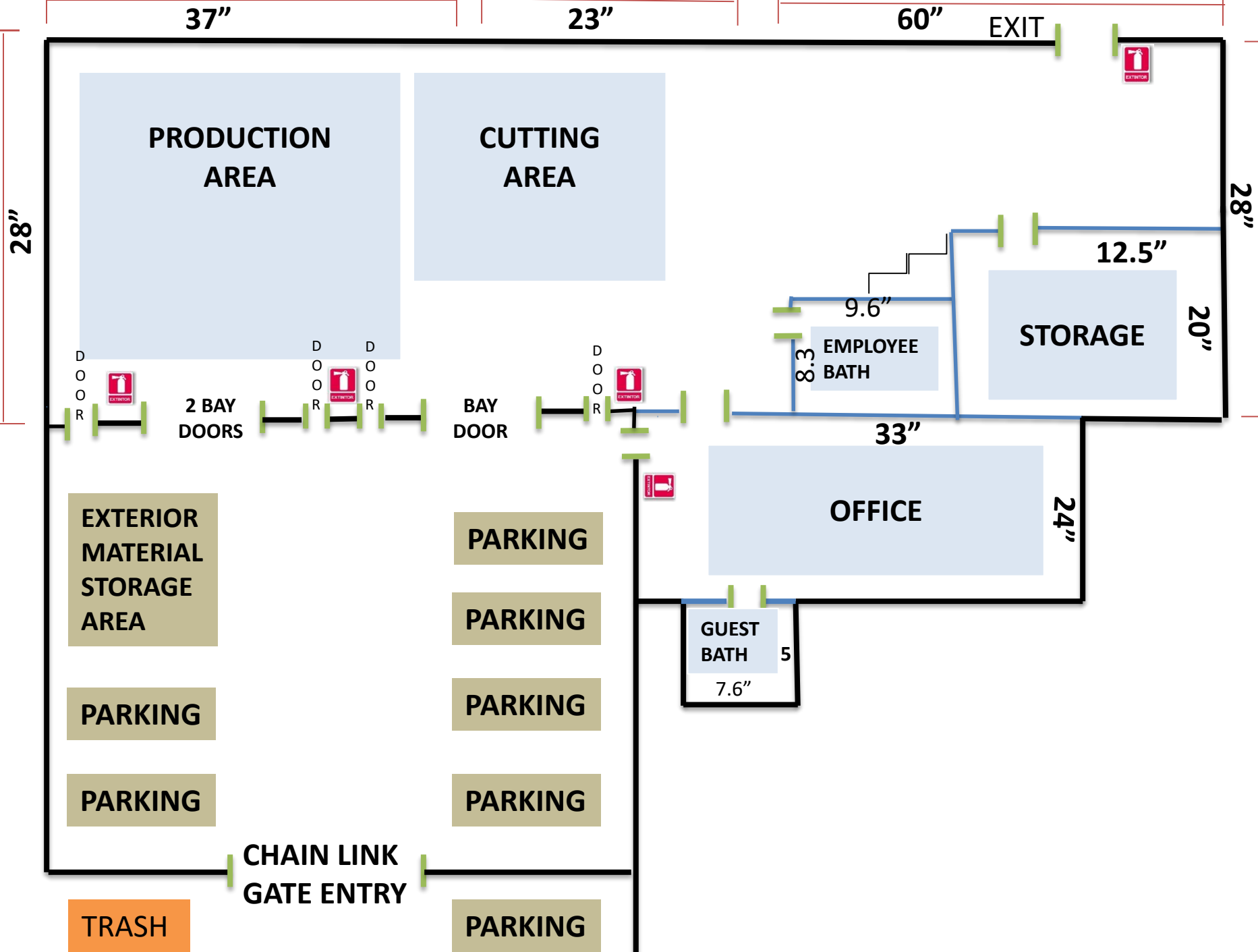


Map Legend

-  Mixed Use - West (MU-W)
-  Industrial - Park of Commerce (I-POC)
-  1812 Aragon Avenue

0 87.5 175 350 Feet





37"

23"

60"

EXIT

28"

28"

PRODUCTION AREA

CUTTING AREA

12.5"

STORAGE

20"

EMPLOYEE BATH

9.6"

8.3"

33"

OFFICE

24"

GUEST BATH

5

7.6"

EXTERIOR MATERIAL STORAGE AREA

PARKING

PARKING

PARKING

PARKING

PARKING

PARKING

CHAIN LINK GATE ENTRY

TRASH

PARKING

DOOR

DOOR

DOOR

BAY DOOR

DOOR





DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

EXHIBIT C

**DEPARTMENT FOR COMMUNITY SUSTAINABILITY
PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION
CONDITIONS OF APPROVAL FOR
PZB CASE No. 19-00500004**

Date of Preparation: July 31, 2019
P&ZB Meeting Date: August 7, 2019
Applicant: Martin Arias
Location: 1812 Aragon Avenue

**CONDITIONS OF APPROVAL
PZB CASE No. 19-00500004**

1. Per LDR Section 23.4-19, outdoor storage in industrial district shall be screened from all public rights-of-way. Therefore, the existing fence and gates shall have screening material to screen the outdoor storage materials from Aragon Avenue.
2. The applicant shall have one year from the Planning & Zoning Board approval date to obtain a City business license. If more than one year from the Planning & Zoning Board approval date has elapsed, the Conditional Use approval shall expire.
3. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable Codes including but not limited to the Florida Building Code.
4. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied.
5. In the event of a legal challenge to this approval, the applicant shall be responsible for all costs to defend the action of the city in approving any and all permits related to this application. Should the applicant fail to enter into an agreement fund the costs of litigation, the city, at its discretion, may rescind this approval and revoke all permits issued.
6. All proposed signage shall require review and approval of a building permit per Section 23.5-1 (of the Land Development Regulations).
7. Per Section 15-24.2, no person shall make, continue or cause to be made any unreasonable noise or disturbing noise (defined in Section 15-24.2).



PLANNING & PRESERVATION DIVISION
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY
 CITY OF LAKE WORTH
 1900 2ND AVENUE NORTH
 LAKE WORTH, FL 33461
 561.586.1687

UNIVERSAL DEVELOPMENT APPLICATION

This application is required for **ALL** applications submitted to the Planning, Zoning and Historical Preservation Division. Planning staff can answer any questions you have regarding the applications and the processes during Planner On-Call hours (Monday – Friday, 9:00 – 10:30 a.m. and 3:00 – 4:00 p.m.). Please make an appointment with planning staff if you require more than 15 minutes with a staff member.

Application Type (select all that apply):

- Site Plan – Minor Site Plan – Major Planned Development Variance
- Subdivision/Plat Conditional Use Administrative Use Mural
- Alcoholic Beverage Distance Proximity Waiver Community Residence Proximity Waiver
- Gaming Establishment Distance Proximity Waiver Adult Use Distance Proximity Waiver
- Sustainable Bonus Incentive Program Certificate of Appropriateness Sign Variance
- Rezoning (Zoning Map Amendment) Zoning Text Amendment Annexation
- Other: _____

- Project Name: KA DASSA INC

- Project Location: 1812 A DRAGON AVE
Barcelona Gardens

Legal Description: LOTS 17, thru 20, Block 5 Date Platted: _____

PCN: 38-43-44-21-04-005-0170 Existing Zoning: I-POC Proposed Zoning: I-POC

Existing FLU: INDUSTRIAL Proposed FLU: INDUSTRIAL

Proposed Use: Residential; Density _____; Commercial _____ SF; Industrial _____ SF

Total Estimated Cost of the Project: _____

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	\$ _____	<input type="checkbox"/> PAID _____	<input type="checkbox"/> DUE _____

Project Manager/Contact Person: Martin Arias

Company: Kadassa Inc.

Address: 1812-A Aragon Avenue Lake Worth FL 33460
(Street Address) (City) (State) (Zip)

Phone No.: 954-684-8361 E-Mail Address: Kadassa.inc@hotmail.com

Applicant Name (if different from Project Manager): _____

Company: Kadassa Inc.

Address: 1812-A Aragon Avenue Lake Worth FL 33460
(Street Address) (City) (State) (Zip)

Phone No.: 954-684-8361 E-Mail Address: Kadassa.inc@hotmail.com

Owner Name: 1812 Aragon Ave, LLC

Company: 1812 Aragon Ave, LLC

Address: 4361 Okeechobee Blvd., Ste. A7 West Palm Beach, FL 33409
(Street Address) (City) (State) (Zip)

Phone No.: 561-315-8611 E-Mail Address: _____

OWNER'S CONSENT

1812 Aragon Ave, LLC ("Owner") certifies that it is the owner of the property located at 1812 Aragon Avenue, Lake Worth, FL 33460 ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes Kadassa Inc. and Martin Arias ^{Subject to Kadassa Inc. & Martin Arias being responsible for only and not all expenses related to this application and agreements.} as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: [Signature] Date: Sept. 26, 2017

Name/Title of Signatory: WOLFGANG KEIL, Pres.

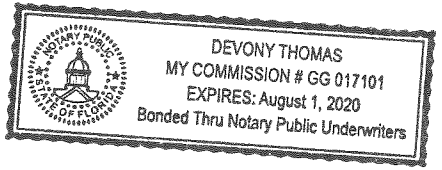
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26 day of September, 2017 by WOLFGANG S. KEIL who is personally known to me or who produced a PEDL as identification. He/she did not take an oath.

(NOTARY SEAL)

[Signature]
(Signature of Notary Public)

DEVONY THOMAS
(Name of Notary)



PROJECT DATA

DESCRIPTION OF WORK:

Provide a detailed description of work to be done as a result of this application (attach additional sheets if necessary).

fabrication of Countertop made of Stone

PRIOR APPROVALS:

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

/

ADJACENT PROPERTY INFORMATION:

Complete the following table for all surrounding properties. Information located at www.lakeworth.org/business/planning-zoning/.

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North	Industrial	IPOE	Warehouse
South	Industrial	IPOC	Granite Company
East	Industrial	IPOC	Warehouse - Land Keeper
West	Industrial	IPOC	Glass/Window. a Business

DEVELOPMENT STANDARDS:

Identify the applicable required and proposed development standards. If not applicable, enter "N/A". The "required" information can be located in Article 23 of the City's Code of Ordinances, Land Development Regulations, at www.municode.com.

Development Standard	Required	Provided
Lot Size (Acreage and SF)		
Lot Width (Frontage)		
Building Height	Primary	
	Accessory	
Setbacks	Front (_____)	
	Rear (_____)	
	Side (_____)	
	Side (_____)	
Living Area	Single-Family	
	Multi-Family	
Accessory Structure Limitation		
Impermeable Space Coverage		
Building Coverage		
Maximum Wall Height at Setback		
Floor Area Ratio Limitation		

AFFIDAVIT OF COMPLETENESS AND ACCURACY

INSTRUCTIONS: To be completed by the individual submitting the application (owner or authorized agent).

Project Name: KADASSA INC Submittal Date: 04/19/2017

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check (✓) one: I am the property owner authorized agent.

Martin Arias
(Name - type, stamp or print clearly)
KADASSA INC.
(Name of Firm)

[Signature]
(Signature)
1812-A Aragon Ave
Lake Worth, FL 33460
(Address, City, State, Zip)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19TH day of April, 2017, by Martin Arias who is personally known to me or who produced a Florida Driver License as identification. He/she did not take an oath.

(NOTARY SEAL)

[Signature]
(Signature of Notary Public)
Ariel Belliard
(Name of Notary)



SIGN POSTING AGREEMENT

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: KADASSA INC

Property Owner: 1812 ARAGON LLC

Contact Phone No.: (561) 588-1444 - (954) 684-8361

Property Location: 1812-A ARAGON AVE
LAKE WORTH FL 33460

I, _____, hereby affirm that I will post the notification sign(s) provided to me for a minimum of ten (10) calendar days before the scheduled date of the hearing of Planning and Zoning Case No. _____.

Signature: *Martin Arias* Date: 04/19/2017

Name/Title of Signatory: Martin Arias, President

STATE OF Florida)
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19TH day of April, 2017, by Martin Arias who is personally known to me or who produced a Florida Driver License as identification. He/she did not take an oath.

(NOTARY SEAL)



Ariel Belliard
 (Signature of Notary Public)
Ariel Belliard
 (Name of Notary)

Kadassa Inc
1812 Aragon Avenue
Suite A
Lake Worth, Fl. 33411

July 1, 2019

Phone: (561) 588-1444

Fax: (561) 588-2467

Re: Kadassa Inc Justification Statement

Application Request

On behalf of Martin Arias this application requests approval of a conditional use permit. The nature of our business is to Fabricate Stone Countertops from Granite, Marble, and Quartz Slab Material

Landscaping is existing on the site, no changes are proposed.

Surrounding Property Information

The Property on the north of our site is Warehouse & Parking to the east is I-95, to the west is Barnett Dr. and to the south is Aragon Ave.

Harmonious and Efficient design

The existing buildings surrounding this site are similar in size and type to those industrial building located throughout the IPOC district immediately north of our site.

Preservation of Natural Conditions

The site has approximately 2 existing buildings and no changes are anticipated.

Screening and Buffering

All existing landscaping will not change, we will be adding a screening material to the existing chain link fence and gate to obscure the view of our operations and outdoor storage usage.

Emergency Access

Emergency access will be provided via Aragon Ave and Barnett Drive.

Access to Public Ways

Access will be provided via Aragon Avenue and Barnett Drive.

Pedestrian Circulation

Existing sidewalks are provided on the site around the existing buildings.

Design of ingress and Egress Drives

Ingress and egress are already provided and are existing.

Coordination of On-Site Circulation with Off-Site Circulation.

On site circulation is existing no new circulation is provided. All traffic flow is existing and well established.

Design of On- Site Public Right of Way

No on-site public right of ways are proposed for this development.

Off-Street Parking Loading and Vehicular Circulation Areas

Off Street Parking vehicular circulation and loading areas are existing, no changes proposed.

Refuse and Service Areas

Refuse and Service areas are existing

Protection and Property Values

This site has been arranged to enhance property values.

Transitional Development

The proposed site is located in an area that transitions from industrial to mixed use.

Consideration of Future Development

Future uses are projected to be industrial in use and type.

General Findings Relating to Harmony with LDRs and Protection of Public Interest-Conditional Uses

- 1.- The conditional uses indicated on the proposed site plan will be in harmony with the uses which are most likely to occur in the immediate area where located. The proposed conditional uses are industrial in nature and similar to other uses located in the IPOC district.
- 2.- The proposed conditional uses are industrial in nature and will be in harmony with the existing industrial uses in the immediate area.
- 3.- The proposed conditional uses will not result in more intensive development in advance of when such development is approved by the Future Land Use Element of the Comprehensive Plan as the area is already designated with an industrial future land base.
- 4.- The future land use designation for the surrounding area is industrial; therefore the proposed conditional uses are compatible with future development.

Specific finding for All Conditional Uses

1. The proposed Conditional Use will not generate traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.
2. The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would in a development permitted by right and is appropriately located with respect to collector and material streets.
3. The proposed conditional use will not produce significant air pollution emissions, or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.
4. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.
5. The proposed Conditional Use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost than would result from development permitted by right.
6. The proposed Conditional Use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.
7. The proposed Conditional Use will not generate significant, noise, or will appropriately mitigate anticipated noise to a level compatible with that which would result from a development permitted by right.
8. The proposed Conditional Use will not generate light or glare which encroaches onto any residential property.

Additional Requirements:

We understand and agree that:

Prior to approving any Conditional Use Permit, the decision making authority shall ensure that the following requirements have been met:

1.- Any and all outstanding code enforcements fees and fines related to the project site have been paid to the City.

2.- Any previously imposed conditions of approval for the use at the site have been met, if applicable, unless request for amendment of conditions is part of the current Conditional Use Permit application.

Where it is necessary to provide write notice to surrounding property owners, the planning Zoning & Preservation Department (PZHP) will provide a copy of the notice letter to the Applicant.

It is the responsibility of the Applicant to mail the required notice letters to property owners within a 40-ft. radius of the subject property. Letters shall be mailed a minimum of 10 days in advance of the scheduled meeting date.

The Applicant shall obtain, from the Palm Beach Country Property Appraiser's Office, a radius map and a list of property owners within a 400 ft. radius of the subject property.

A copy of the radius map and property owner list shall be provided to the City's PZHP Department along with an original certificate of mailing, such as the U.S. Postal Service or other company that offers mailing services would provide.

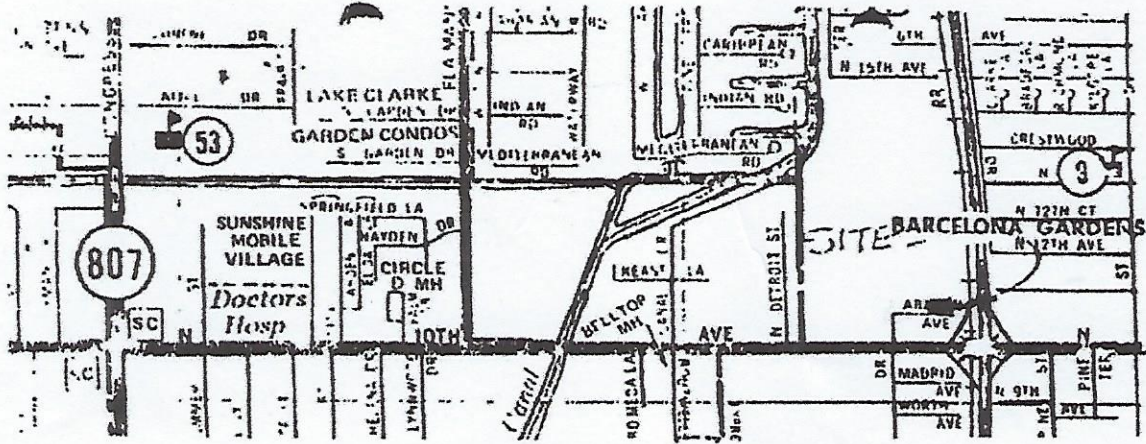
These documents are considered as part of an application and shall be provided to the PZHP Department prior to the public hearing date.

Attached Materials

Survey (abstracted within 2 years of the date of the application)

Justification statement to address the conditional use criteria in section 23.2

Site/Floor plan (layout of leased space, outside & inside)

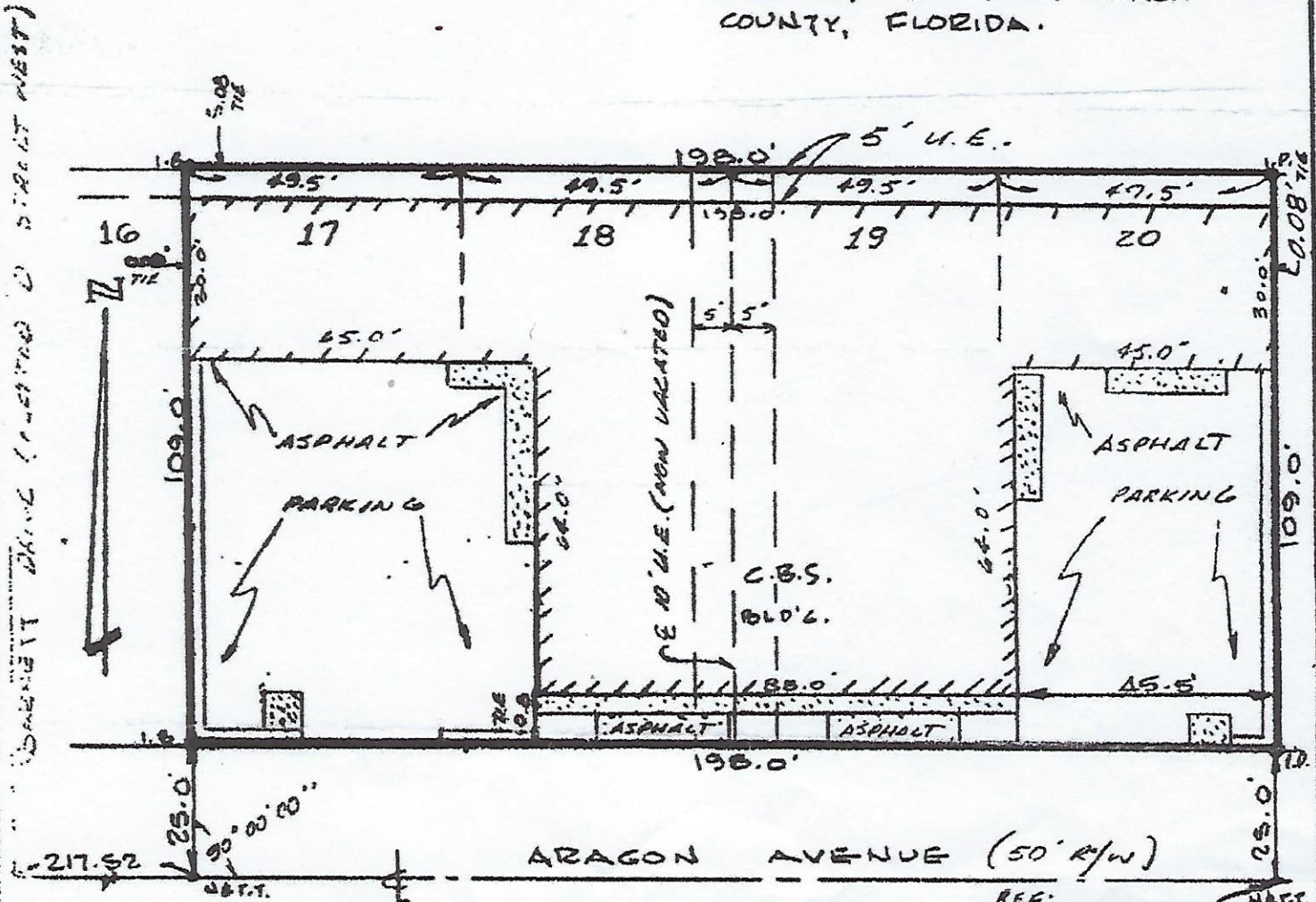


LOCATION MAP N. T. S.

LAND SURVEY OF:
 1800 - 1836 Aragon Avenue
 Lake Worth, Florida

CERTIFIED TO: H. James & Suzanne L. Carlin
 AND TO: Financial Security Savings & Loan
 AND TO: Commonwealth Land Title Insurance Co.

- DESCRIPTION -
 LOTS 17 THRU 20, BLOCK 5,
 BARCELONA GARDENS, ACCORDING
 TO THE PLAT THEREOF AS RECORDED
 IN PLAT BOOK 13, PAGE 19, PUBLIC
 RECORDS OF PALM BEACH
 COUNTY, FLORIDA.



- NOTES: 1) Under-construction Tie-in 2/8/78.
 2) Re-surveyed & re-certified 6/19/86.

REC:
 B.M. = NAIL & T.P.
 EL. 16.44 M.S.L.



Prepared by and Return to:
Daniel J. Shepherd, Esquire
Daniel J. Shepherd, P.A.
3896 Burns Road, Suite 101
Palm Beach Gardens, Florida 33410
(561) 624-3001

CFN 20100494708
OR BK 24281 PG 0255
RECORDED 12/28/2010 12:15:11
Palm Beach County, Florida
AMT 484,825.00
Doc Stamp 3,394.30
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0255 - 257; (3pgs)

Consideration: \$484,825.00

Property Appraisers Parcel Identification Number:
38-43-44-21-04-005-0170

----- [Space Above This Line For Recording Purposes] -----

TRUSTEES DEED

THIS TRUSTEES DEED, made effective the 16 day of **December, 2010**, by and between **Daniel J. Shepherd and John Farina, Successor Co-Land Trustees under the provisions of a certain Land Trust Agreement pursuant to Florida Statutes Section 689.071, dated December 5, 1996, and known as Land Trust No. 1015**, party of the first part, whose address is **3896 Burns Road, Suite 101, Palm Beach Gardens, Florida 33410**, and **1812 Aragon Ave., LLC, a Florida limited liability company**, party of the second part, and whose address is **4361 Okeechobee Boulevard, Unit A7, West Palm Beach, Florida 33409**.

WITNESSETH: That the party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the party of the second part, all that certain land situate in **Palm Beach County, Florida**, to wit:

Lots 17, 18, 19 and 20, Block 5, Barcelona Gardens according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 13, Page 19.

SUBJECT TO restrictions, reservations, covenants, easements of record, zoning regulations, ordinances, any state of facts which an accurate survey would show and taxes for the year 2011 and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


TO HAVE AND TO HOLD, the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part that the party of the first part is lawfully seized of said land in fee simple; that the party of the first part has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2010.

IN WITNESS WHEREOF, the party of the first part has signed and sealed these presents the day and year first above written.

Signed in the presence of:

Daniel J. Shepherd and John Farina, Successor Co-Land Trustees under the provisions of a certain Land Trust Agreement pursuant to Florida Statutes Section 689.071, dated December 5, 1996, and known as Land Trust No. 1015



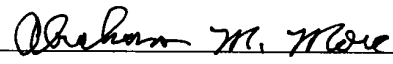
(1st Witness - Signature)

By: 

Daniel J. Shepherd, Co-Land Trustee

Jeffrey D. Kneen

(1st Witness - Printed Name)



(2nd Witness - Signature)

By: 

John Farina, Co-Land Trustee

Abraham M. More

(2nd Witness - Printed Name)

**State of Florida
County of Palm Beach**

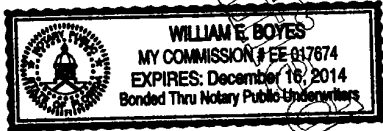
I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared **Daniel J. Shepherd and John Farina, Successor Co-Land Trustees**, to me well known and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and that they did not take an oath and

_____ are personally known to me; or
_____ have produced _____ as identification to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of **December, 2010**.

My Commission Expires:

Notary Public



{NOTE: THIS TRUSTEES DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR TITLE EXAMINATION AND NO OPINION OF TITLE IS EXPRESSED BY THE PREPARER WHATSOEVER.}



CITY OF LAKE WORTH BEACH

Community
SustainabilitySM

Item F.4

- PZB 19-00500004: Consideration of a Conditional Use Permit to allow a medium intensity “fabrication services excluding retail display and sales” use at 1812 Aragon Avenue

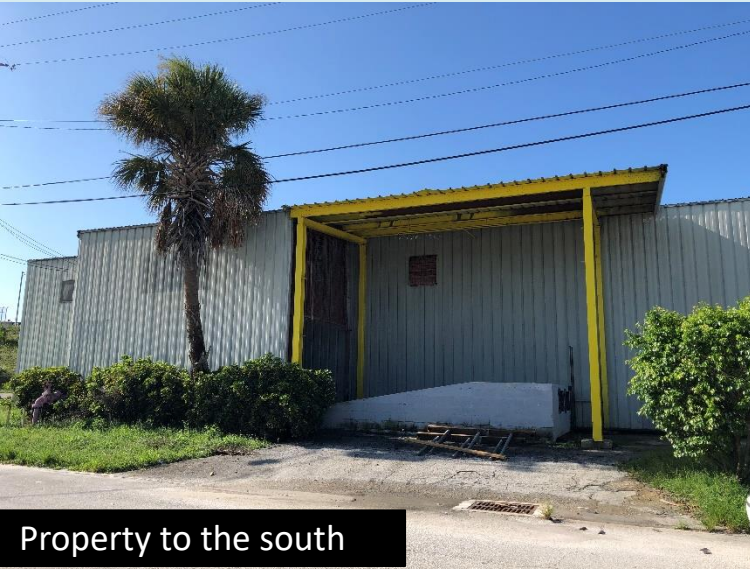
Site Location



Background/Proposal

- Background
 - Martin Arias of Kadassa Inc.
 - Owner: 1812 Aragon Ave LLC
 - Address: 1812 Aragon Avenue
 - Zoning District: Industrial Park of Commerce (I-POC)
- Request to the Board
 - Conditional Use Permit to allow the use a fabrication service excluding retail display and sales

Neighboring Properties



Property to the south



Property to the west



Neighboring units to the east



Property to the north



Property to the east

Existing Conditions



Subject property at 1812 Aragon Avenue

Analysis

- Consistent with the Comprehensive Plan
 - Policy 1.1.1.10 Industrial
 - Policy 1.1.2.12 Location Strategy for the Industrial Designation
- Consistent with the general findings to harmony with the LDRs and protection of public interest (LDR Section 23.2-29(d))
- Consistent with the specific standards for all conditional uses (LDR Section 23.2-29(e))
- Consistent with industrial/manufacturing facilities design and performance standards (LDR Section 23.4-13(c)(7)(B)(1))

Analysis

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North (adjacent)	Industrial (I)	Industrial Park of Commerce (I-POC)	Warehouse/distribution
South (across Aragon Avenue)	I	I-POC	Warehouse/distribution
East (adjacent)	I	I-POC	Light Manufacturing
West (adjacent)	I	I-POC	Warehouse/distribution

Staff Recommendation

- The proposed Conditional Use Permit generally meets the criteria of the Comprehensive Plan and LDRs. Staff recommends that the Board review the application and the Code criteria outlined in the staff report in order to determine if the request is in compliance. Final approval shall be at the discretion of the Board.



CITY OF LAKE WORTH BEACH

Community
SustainabilitySM



Agenda
Regular Meeting
City of Lake Worth Beach
Planning & Zoning Board
City Hall Commission Room
7 North Dixie Hwy; Lake Worth Beach, FL

WEDNESDAY, AUGUST 07, 2019 6:02 PM

1. Roll Call and Recording of Absences:

Present were: Greg Rice, Chairman; Anthony Marotta, Vice-Chair; Mark Humm, Daniel Tanner, Michael Glazer, Brock Grill, Laura Starr. Also present were: Alexis Rosenberg, Neighborhood Planner; Andrew Meyer, Senior Community Planner; Kevin Fischer Planning & Preservation Manager; M. Stivers, Deputy Director of Community Sustainability; Pamala Ryan, Board Attorney; Sherie Coale, Board Secretary.

2. Pledge of Allegiance

Board Secretary administered the oath of office to the new Planning & Zoning Board member, Laura Starr.

3. Additions/Deletions/Reordering and Approval of the Agenda:

M. Glazer moved to re-order the agenda moving item # PZB 19-00500004 to be heard first. A. Marotta 2nd.
Ayes all, unanimous

4. Approval of Minutes:

A. Meeting Minutes

Minutes for the July 2019 Regular Meeting held the 3rd Wednesday in July will be presented at the next meeting.

5. Cases:

A. Swearing in of Staff and Applicants: Board Secretary administered oath to those wishing to give testimony.

B. Proof of Publication: Included in meeting packet

C. Withdrawals/Postponements: None

D. Consent: None

E. Public Hearings:

1. Board Disclosure: none

F. Cases-New Business:

1. PZB 19-00000004: Request for approval of a mural currently located at 527 North Dixie Highway.

Staff: A. Meyer- presents both mural cases. Reviews history of previous mural approval at the location and that these were the two (2) previously mentioned unpermitted murals.

Applicant: Lianne Lehrman of West Palm Beach. Her muralist is not present. States she was wrong in thinking it was ok to do the murals without a permit.

Chairman asks whether she understands the process. Applicant now understands the murals would have to be painted over, if not approved. She did not mean to be disrespectful and would not have done it. Still, it is in good taste, debris will be gone and landscaping will be done. G. Rice sees it everyday and finds the mural to be on par with other murals in the area. We would all be pretending to be Picasso if it was done in the proper sequence.

Staff: The code, as it pertains to murals, is currently fairly light, soon to be more detailed. Any murals not fronting the corridor will not need to go to Board.

Board: B. Grill appreciates the sincerity of the applicant and the genuineness of the muralist. A. Marotta-Inquires about a mechanism for a penalty for after-the-fact approval.

Public Comment- Joseph Torres 502 N H St. It is tasteful but the back (alley) area should be considered because other people will look at the mural. States there is a lack of code enforcement in the area, constant issues with some properties. Calls out all these businesses. Parking is an issue. Art deco is okay but not a parking lot for drug dealing. Vegetation should be trimmed down.

Applicant: States this is her landlords business. Trying to beautify the building that she has leased and has cameras which have assisted law enforcement efforts.

Motion: D. Tanner moves to approve 19-00000005 (mural on the west façade of 523 North Dixie Hwy) with staff recommended conditions; M. Humm 2nd.

Vote: Ayes all, unanimous.

Motion: D. Tanner moves to approve PZB 19-00000004 (mural on the south façade of 527 N Dixie Hwy) with staff recommended conditions; M. Humm 2nd

Vote: Ayes all, unanimous.

2. PZB 19-00000005: Request for approval of a mural currently located at 523 North Dixie Highway- see above.
3. PZB 19-00500003: Consideration of a Conditional Use Permit for a "bar with live entertainment" at 527 North Dixie Highway

Staff: A. Rosenberg- Presents case findings and analysis. The proposal is for live music, should the applicant want to erect a stage in the future, a minor modification to the site plan would be required and would not come before the Board. The courtyard area of 523 N Dixie would be the location. Reviews the allowed decibel levels according to specific time frames. The building to the south would be a buffer for the noise.

Applicant: Expresses the intent of being in compliance with all regulations.

Board: G. Rice has experience with CWS and previous tenants. Asks for an explanation of where the measurements are taken, most police or code officers do not have the experience or time to measure.

Staff: Measurements are taken at the property line. Police do have readers. K. Fischer- reads into the record Code regulations for noise violations not requiring use of testing equipment Chapter 15-24.9 subsection 3, taking into account the time of day and the day of the week. Defined as a noise 'plainly audible to any law enforcement officer generated by a complaint at the site plainly audible to any person with normal hearing facilities at a distance of 150 feet from the real property line. Unreasonably loud or jarring'.

Board: L. Starr- what type of music? Is there a food license, are there food trucks? Applicant responds: rock and roll, country, reggae; no food perhaps catered. She doesn't want to be shut down. Already has a liquor license. Applicant states it is strictly alcohol, intends to bring in food, have it catered or teaming with a particular restaurant. Will have menus, catering for charity events. G. Rice suggests facing stage toward the east, applicant has already evaluated where to position for the least intrusive noise. Has considered installing high landscaping. She took ownership 10 months ago. Chairman reminds all that it has been some time since the last bar was open. L. Starr asks about the capacity/occupancy? 83 inside. Where will they park? Discussion of where there will be parking. **Staff:** If there isn't any expansion to the building, per code, the parking is not required to be expanded. Applicant suggests taking an Uber, there is street parking. Val Cortez, business partner, suggests ½ price drinks if taking an Uber.

Public Comment: Alan Falk 507 North Dixie- There is a residence above the retail. Has a question about the occupancy. Insufficient parking. Supposes that the neighborhood businesses will provide parking. A bar is one thing but a business (live entertainment) that purposefully draws people is not right. Joseph Torres 512 North H Street-There are empty parking spaces available across from the premises. Happy the bar is opening. There should be some type of security. Disagrees with Sunday nights until midnight because everyone has to go to work on Monday, enjoys diversity but should not have to live it 24/7, unfair to him as a resident. Did not move there to be part of a club scene especially after-the-fact. Alan Jerrins lives across the street (no address given) Has seen the bars come and go. Wants to support but what reassurances can be given? Wall across the way reverberates the noise. Has concerns for family and children. Operated sound at CWS and understands, was hoping the music would be inside.

Board: G. Rice hopes applicant will learn as a corporate citizen, turn the music down or play inside at certain reasonable times. If it is managed correctly, some of the issues brought up would resolve themselves.

A. Marotta - With regard to the level of review, questions why a restaurant with a bar would receive a lesser review as opposed to this bar with live music bar. Staff states because it is live entertainment, the nature of business. A special event permit would be required for a restaurant with bar wishing to have live entertainment. A special event permit can be issued up to twelve (12) times per year. Parking ratios are based on type of occupation. Hours of operation clarification.

B. Grill asks if applicant is a first time business owner. Applicant responds it is the first bar she has owned. Not trying to slip anything by just trying to do it legally.

Chairman- A condition of approval could be added to turn down the volume on Sunday night.

Motion: B. Grill moves to approve PZB 19-00500003 with staff recommended conditions with an added condition of approval being that live music hours end at 10 pm on Sunday. M. Humm 2nd. A. Marotta suggests amending the motion to include the addition of a hedge to lessen sound movement offsite. B. Grill would like the motion first then amend. Board attorney advises to vote on amendment first then the motion.

Motion: A. Marotta moves to add an additional condition of approval to install a landscape buffer to minimize sound moving offsite. B. Grill 2nd.

Vote: Amendment to main motion-Ayes all, unanimous.

Vote: Main motion- Ayes all, unanimous.

Following item heard first.

4. PZB 19-00500004: Consideration of a Conditional Use Permit for a "fabrication services excluding retail display and sales" at 1812 Aragon Avenue

Staff: A. Rosenberg presents the case findings and analysis. Fabrication of marble, granite and quartz. Applicant has been at this location since approximately 2017. The need for a business license, this type of use at this location and based upon the size, has prompted this Conditional use. Warehouse distribution and light industrial uses are in the immediate area. Office, storage, production and cutting area within the bays, there are some parking spaces and outdoor storage. Outdoor storage is allowed but must be screened. The applicant is aware of this condition and has already purchased the screening. The surrounding uses are warehouse distribution and light manufacturing. Surrounding zoning is industrial and the future land use is industrial.

Applicant: Jason Bono- representative for Kadassa Inc..

Board: G. Rice asked if this was/is a paperwork case for the City.

Staff confirms there are code violations including outdoor storage and the lack of a business license.

M. Glaser asks about the gate and the screening.

Applicant: Mr. Bono states the screening should arrive shortly, it has been ordered, the gates are closed during normal business hours, only open for deliveries.

Board: D. Tanner- Questions why it requires Board approval, staff confirms it is medium intensity size and currently requires Conditional Use review.

Staff: A. Rosenberg reviews the conditions. K. Fischer states once the LDR revisions are approved by City Commission, this case would not require Board review, until that time the process stands.

Board: B. Grill to the applicant: how many employees currently work there? – 7; and what is the approximate revenue? - 2.5 million. B. Grill wants clarification as to how the business has been operating without licensure or approvals, this is not a small operation.

Staff: The business did apply and was told it would require a Conditional Use approval. The business owner never applied for or submitted the required paperwork.

Applicant: Mr. Bono states they were previously operating on Barnett and did not think the move would necessitate a change in Business License. The person handling the issue at the time was confused.

Board: B. Grill asks if the City was helpful? Will penalties be levied? Mr. Bono was not there at the time, city staff has been very helpful and he was not confused about process. Karen Stokes stopped by regarding the fence, outdoor storage and license violation on June 5. It is currently scheduled for August 29, 2019 magistrate.

B. Grill is concerned about a major violation that may just go away with no penalty.

Staff: Deputy Director of Community Sustainability mentions the City wants to keep the business here, the preference is to bring them into compliance before the levying of fines at the magistrate level. It is already a code case, if everything is closed out and resolved no fines will be levied, on the contrary, if it is not closed and complied, fines will accrue until resolved. D. Tanner- questions why the license has to transfer if he has one at another location. M. Stivers clarifies that a new location requires a new license. L. Starr asks Mr. Bono in what capacity he is acting? Response he was contracted to resolve this, Office Managerial support, expediting and drafting.

Motion: A. Marotta moves to approve PZB 19-00500004.

Board Attorney suggests the narrowing of the time frame for the code enforcement to 60 days to comply. Mr. Bono states in order to obtain the business license by complying this case, the only remaining items are fence straps and this Conditional Use approval.

Public Comment: Daniel Hyatt 1099 Lands End Rd Manalapan-owns properties to the south and west of the subject property. States he is heavily impacted. Describes his issues-#1 built a large building with no parking; #2-parking across the street, illegally, #3-lack of a license for 2 years. Vet clinic, PGT and Davis window contractors, desirable, high-end, light industrial tenants. He has owned his properties for 20+ years. Subcontractors are cutting

in the open with dust depositing on other properties. The screening fence won't dissipate the dust. Applicant has no business in a Light Industrial zoning district. There is an illegal, oversized dumpster in landscape berm. A real granite firm has wet saws inside. Does not understand what staff was looking at, this is a *wild cat* operation.

M. Glaser asks about noise-Mr. Hyatt states only when the saw is running. States there are unsupervised subcontractors All the slurry is running out in the road.

Fred Schmidt-4 Indigo Terrace (business partner to Mr. Daniel Hyatt and commercial broker)-sensitive to tenant mix, parking is always an issue. Discusses the parking ratios, doesn't like to be under parked on his properties. Opposes the project.

Joseph Torres 512 North H Street-They knew they had to get a license. He had a business. Should be fined for 2 years.

Board Attorney: Within City Code the Planning & Zoning Board has the power to review, conduct quasi-judicial hearings and approve, deny for a specific reason or postpone for more information.

Applicant: Mr. Bono disputes allegations- all cutting is done within the building, none in the parking lot, some dry cutouts are done inside, wet saws are used and mops to contain the slurry dust. Impossible to contain all dust. Hoping to have air curtains for the bay doors. Not operating willy-nilly or wild-cat. The business opposite to this property re-located to Riviera Beach, they did not go out of business as Mr. Hyatt mentioned. The location is ideal and would like to stay.

Board: Chairman asks for clarification on parking regulations. K. Fischer states for industrial and manufacturing 1 space per 1000 square feet of floor space or 1 space per employee, whichever is greater. A change of use only or occupancy is exempt from coming into compliance with parking. A cross-access parking agreement would be a possible avenue to provide additional parking.

Mr. Bono states they have nine (9) parking spaces, and will ensure no one is parked in the opposite lot. There are other persons, besides his employees, parking at that location. A. Marotta asks about the outdoor cutting vs. indoor cutting. K. Fischer states that conditions could be added such as add air curtains or if outdoor cutting occurs that could be a violation handled by code enforcement. G. Rice compares body shop requirements to this type of fabrication for granite, inquires if the Health Dept. has been contacted. A. Marotta asks what ability the Board has to impose punishment. Board Attorney advises that is within the scope of Code Compliance, not this Board. The Board can deny the application. Advises Board members the proper way would have been to review PRIOR to relocation from previous location. It could still go to the magistrate. A. Marotta clarifies that it would not have even come to the Board had the LDR's passed. M. Glaser asks for definition of slurry. Mr. Bono- it is sawdust with water. They collect the silt which is why there is the roll-off dumpster. The lot is pressure cleaned monthly and interior every 3-4 days. G. Rice asks if the dumpster is outside the fence and thinks it should be within the confines of the property. Mr. Bono states it sits on a parking spot. That was removed from the complaint by Karen Stokes, Code Enforcement Officer. L. Starr sees 7 parking spots not 9. Questions how long Mr. Bono has worked at this location (June 1 approx.). Fences should be set back 10 to 20 feet. L. Starr asks if there were complaints generated by neighbors prior to this meeting? Is there a retail component, i.e. do or do not customers meet there.? Response: they occasionally come to the office to select the marble. D. Tanner wants to know how they got power without a license. Staff stated they were probably already there at the time the 'no license no lights' came into being in (2017). B. Grill asks who made the additions to the building? Mr. Bono states a previous tenant/owner. (Keller). M. Glaser asks for floor plan (which was part of the meeting packet). B. Grill-the applicant came into an existing building, did not add the existing addition; it came with a building permit that chewed up needed parking. However, doesn't think the *wild cat* name is unfair because they don't have a license. The city should fully vet the addition to the building. Staff confirms the previous tenants had business licenses and applied for the expansion. K. Fischer states going forward staff reports will include sections for prior permits, uses, and approvals to be taken under consideration. Mr. Bono- not using the space in that addition. L. Starr asks

if the doors are open during fabrication and the dumpster is always there, should it be screened? Mr. Bono - it is not feasible to air condition the building as the doors are open and the dumpster is only gone when being replaced. Chairman states Board can choose to postpone. Board Attorney believes the Board may need more information in order to render a decision. A. Marotta removes his initial motion from the floor.

Motion: B. Grill moves to postpone PZB 19-00500004 to the September 2019 Planning & Zoning meeting; M. Glaser 2nd.

Vote: Ayes all, unanimous.

G. Cases-Unfinished Business:

6. Public Comments (3 minute limit):

7. Departmental Reports:

K. Fischer- Tomorrow evening City Commission will hear the appeal for Dollar General. G. Rice asks about the procedure.

Board attorney clarifies that Dollar General is an appeal, the recycling project before Board was for a recommendation to City Commission. Only existing evidence will be considered and nothing new. A determination as to whether the decision of Board should be reversed or upheld will be made. The only questions allowed will be pertaining to evidence at hand, no new evidence can be considered. Board members may speak on their own behalf but not the Board. A. Marotta agrees it is not proper to put out the credentials if you do not officially represent the Board. Board Attorney agrees. It can be looked at either way: as being transparent or that the opinion carries additional weight.

8. Board Member Comments:

Chairman asks if artificial turf is allowed in City code? Staff states it is not a living ground cover. Other municipalities allow artificial turf. Dustin Zacks is commended for his service to the City on the Board for many years.

9. Adjournment: 8:22 PM



Board Secretary



DEPARTMENT FOR COMMUNITY SUSTAINABILITY
 Planning Zoning Historic Preservation Division
 1900 2ND Avenue North
 Lake Worth Beach, FL 33461
 561-586-1687

DATE: September 25, 2019
 TO: Members of the Planning and Zoning Board
 FROM: Alexis Rosenberg, Neighborhood Planner
 THRU: Mark Stivers, AICP, Deputy Director for Community Sustainability
 MEETING: October 2, 2019

SUBJECT: **PZB Project Number 19-00500004**: Request by Martin Arias of Kadassa Inc. for consideration of a Conditional Use Permit for a medium-intensity “fabrication services excluding retail display and sales” use at 1812 Aragon Avenue, Unit A. The project is located within the Industrial Park of Commerce (I-POC) zoning district. The subject property’s PCN is 38-43-44-21-04-005-0170.

SYNOPSIS:

Applicant	Martin Arias of Kadassa Inc.
Owner	1812 Aragon Ave LLC (Consent Received)
General Location	Northeast of the Aragon Avenue and Barnett Drive intersection
Existing PCN Numbers	38-43-44-21-04-005-0170
Existing Land Use	Warehouse/Distribution
Zoning	Industrial Park of Commerce (I-POC)
Future Land Use Designation	Industrial

HISTORY

This item was originally heard at the August 7, 2019 Planning and Zoning Board. At the meeting, the Board motioned to continue the item to the next available meeting date.

Per the City’s records and per Palm Beach Property Appraiser’s records, the original buildings were constructed in 1978. Building A, the south structure, was a 5,940 square foot structure, and Building B, the north structure, was

a 3,520 square foot structure. In 1981, a building permit was approved to construct a 2,112 square foot structure that connected Building A and Building B. Furthermore, in 2010, there was an approved building permit to remodel Unit A, a 4,300 square foot space, into a wholesale bakery. The bakery had a City business license from 2014 to 2017. While there is no active business license at this time for 1812 Aragon Avenue, Unit A, the proposed business, Kadassa Inc., has been operating at this location since 2017.

Based on the questions posed by the Planning and Zoning Board on the original August 7, 2019 public hearing, the following information has been collected:

- As it stands, the draft Ordinance proposing changes to the City's Use Table proposes a medium-intensity "fabrication services excluding retail display and sales" use permitted by right in the I-POC zoning district.
- In speaking with Public Services, the waste collection bin on the site is not classified as a dumpster, but is classified as a permanent roll-off container, which is defined differently from a dumpster in Section 12-1. On June 28, 2019 Karen Stokes, Community Code Officer complied the portion of the code case regarding the South Florida Waste Management roll-off container because, per Jason Yaeger of Public Services, the owner was granted approval to have the South Florida Waste Management roll-off container at the property. It has also been confirmed that the City has a franchisee with South Florida Waste Management for the allowance to transport the waste through the City, which is a requirement per Section 12-3.
- The City's Code for roll-off containers (Section 12-2) does not reference required screening for roll-off containers.
- Per LDR Section 23.4-4(f), fences shall be set back to the minimum building setback line on the front of the lot. The building is set back 10 feet from the front property line and the existing fence and gate is setback 14 feet from the property line.
- Based on the total building size of 11,824 square feet, the entire building is required to provide 12 parking spaces under the industrial or manufacturing category. The property has a total of about 16 parking spaces. For Bay A specifically, which is a 4,300 square foot space, five parking spaces are required. Based on a site visit and the applicant's floorplan, there are seven parking spaces provided for Bay A (this does not include the driveways).
- The current active code violation(Case #19-2384), per Karen Stokes' notes, resulted from a complaint. In speaking with Karen Stokes on September 18, 2019, all items, except for the business license, on the active code violation have been resolved.
- The applicant stated that they have purchased new wet saws and wet curtains to mitigate dust pollution. The wet curtains are in Attachment I.
- The applicant has installed the vinyl slats within the existing chain-link fence in order to visually screen the outdoor storage from the public right of way. Pictures of the screening is in Attachment J.
- The Florida Department of Environmental Protection (FDEP) was contacted to verify if there are any additional regulations for a business that is conducting stone/granite/quartz fabrication. While they have not provided a response, staff is including a condition that requires the applicant to obtain any required state licensing prior to obtaining a City business license.
- The Florida Department of Health office in Palm Beach County was contacted to verify if there are any additional regulations for a business that is conducting stone/granite/quartz fabrication. It was stated that a Florida Department of Health permit may be required if the facility will be served by a septic system or private drinking water well, or if installation of a new well is needed to supply the wet saw. Based on the proposal, the property is served by City of Lake Worth Beach water and sewer service;

therefore, this condition is not applicable. However, per the Florida Department of Health, all businesses shall comply with the General Pollutant Emission Limiting Standards (Section 62-296.320 F.A.C). This provision has been added as a condition of approval.

- An inspection done on the premises on September 26, 2019 by Judy Love of the Water Utilities Division confirmed that the subject property is compliant with Section 18-84, Discharge Prohibited To Stormwater System.

Additional conditions of approval prepared by staff include:

1. The business shall have 60 days from the date of Board approval to obtain a City of Lake Worth Beach Business License. Per LDR Section 23.2-29(k), a conditional use permit granted by the Planning and Zoning Board shall be void after one year from the date of the approval unless a building permit has been issued for the construction of all facilities provided in the site plan associated with the conditional use or otherwise needed to house the use, and construction is diligently pursued. However, based on the meeting minutes from the August 7, 2019 Planning and Zoning Board meeting, it was discussed to place the 60 day condition on this particular business because they had been operating without a business license since 2017.
2. Per LDR Section 23.2-29(g)(1), prior to obtaining a City business license, all outstanding code enforcement fees and fines related to the project site shall have been paid to the City.
3. Per LDR Section 23.4-19, all outdoor storage shall be completely screened from all public rights-of-way and any adjacent property that is zoned for residential or mixed use. Therefore, screening shall be maintained to ensure that the outdoor storage is not visible from Aragon Avenue.
4. Per LDR Section 23.4-10(b)(3), unless a Unity of Title is recorded with another parcel, all parking spaces shall be located on-site, at 1812 Aragon Avenue.
5. Per LDR Section 23.4-13(c)(7)(B)(e), all fabrication, including cutting and polishing of the materials, shall take place within the building.
6. The roll-off container shall remain within the property lines of 1812 Aragon Avenue. While Code Section 12-2(b)(4) states that permanent roll-off containers can be located in the right-of-way, it was discussed at the August 7, 2019 Planning and Zoning meeting to keep the container on site.
7. The roll-off container shall have a continuous landscape screen so that it is not visible from Aragon Avenue. While Section 12-2 does not cite buffer criteria for roll-off containers, screening was discussed at the August 7, 2019 Planning and Zoning Board meeting, and therefore has been recommended as a condition.
8. The applicant shall continuously ensure compliance with Chapter Two, Article Seven, Division Two, Prohibited Discharge Standards, of the City's Code.
9. Per the Florida Department of Health, all businesses shall comply with the General Pollutant Emission Limiting Standards (Section 62-296.320 F.A.C).
10. The wet curtains that have been installed to mitigate dust pollution shall be maintained for the duration of a fabrication services use, and replaced when necessary.

BACKGROUND/PROPOSAL:

The subject property is a large size lot (21,580 square feet), located northeast of the corner of Aragon Avenue and Barnett Drive. The existing site is occupied by Kadassa Inc, which provides fabricated stone countertops from granite, marble and quartz materials. The applicant was notified of the need for a conditional use to operate at this location upon submitting a business license application.

ANALYSIS:**Public Support/Opposition**

Staff has not received any letters of support or opposition.

Consistency with the Comprehensive Plan and Strategic Plan

The proposed manufacturing facility is compatible with the following portions of the City of Lake Worth's Comprehensive Plan and Strategic Plan:

Policy 1.1.1.10: Industrial

The Industrial land use category is intended to provide for the establishment and enlargement of office, manufacturing and light to moderate industrial uses that would be incompatible in other areas of the city due to increased traffic generation. The implementing zoning district is I-POC.

Policy 1.1.2.12: Locational Strategy for the Industrial Designation

The Industrial land use designation is intended for mapping the area located west of I-95, known as the Lake Worth Park of Commerce (LWPOC). This location offers parcels of vacant and under-utilized land that provide a logical setting for development of office, manufacturing and light to moderate industrial uses that have the potential for increased traffic generation. This location also enjoys direct access to I-95 via the 10th Avenue North highway interchange.

Pillar IV.A of the City's Strategic Plan

Achieve economic and financial sustainability through a versatile and stable tax base.

Pillar IV.D of the City's Strategic Plan

Influence the supply and expansion of jobs.

Section 23.2-29(d): General findings relating to harmony with LDRs and protection of public interest

The project is in compliance with the general findings relating to harmony with the LDRs and protection of public interest, as follows:

1. The conditional use exactly as proposed at the location where proposed will be in harmony with the uses which, under these LDRs and the future land use element, are most likely to occur in the immediate area where located.

Staff Response: The site contains a zoning designation of I-POC, as due the surrounding parcels. This use is consistent with the types of industrial uses anticipated to occur within the I-POC district. Therefore, the proposed "fabrication services excluding retail display and sales" use is a denser style of development that will be compatible and harmonious with the existing and anticipated surrounding uses. **Meets Criterion.**

2. The conditional use exactly as proposed at the location where proposed will be in harmony with existing uses in the immediate area where located.

Staff Response: The existing uses in the surrounding area are as follows:

Direction	Future Land Use	Zoning District	Current Use
North	Industrial	Industrial Park of Commerce (I-POC)	Warehouse/Distribution
South	Industrial	(I-POC)	Warehouse/Distribution
East	Industrial	(I-POC)	Light Manufacturing
West	Industrial	(I-POC)	Warehouse/Distribution

Per the Palm Beach County Property Appraiser, the surrounding current uses are warehouse/distribution and light manufacturing. In addition, all of the surrounding properties contain a future land use designation of Industrial and a zoning designation of I-POC. The fabrication services use type is in harmony with the existing uses in the immediate area. **Meets Criterion.**

3. The conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the Property for some use permitted by right or some other conditional use permitted on the Property.

Staff Response: The Conditional Use request at 1812 Aragon Avenue will not negatively affect the public benefit or cause greater harm than that of a use permitted by right in the I-POC zoning district. The area surrounding the subject site is industrial in nature, which is anticipated in the I-POC zoning district. The business is utilizing the existing building shell, with no proposed expansion. In addition, the applicant has installed wet curtains over the overhead doors and purchased new wet saws in order to limit dust pollution. **Meets Criterion.**

4. The conditional use exactly as proposed will not result in more intensive development in advance of when such development is approved by the future land use element of the comprehensive plan.

Staff Response: The Conditional Use request to allow a fabrication service on this site will not result in a more intensive development in advance of the Future Land Use Element of the City's Comprehensive Plan. As mentioned, the Industrial land use designation is intended for uses of this nature, and per the City's Use Table in LDR Section 23.3-6, it is an anticipated use in the I-POC zoning district. Additionally, the use is consistent with surrounding uses in this industrially designated area. **Meets Criterion.**

Section 23.2-29(e): Specific standards for all conditional uses

1. The proposed conditional use will not generate traffic volumes or movements, which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.

Staff Response: At the medium intensity classification (2,500 to 7,500 square feet) uses are not permitted by right and require either a Conditional Use permit or Administrative Use permit. This use is consistent with

allowable uses in the I-POC and will not generate higher trip generation rates than other uses that would be permitted in this zone. **Meets Criterion.**

2. The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right and is appropriately located with respect to collector and arterial streets.

Staff Response: As mentioned, this use does not significantly affect the volumes of traffic expected on the City's roadway network. The through traffic on local streets will not be heavily increased as a result of the existing "fabrication services" use. **Meets Criterion.**

3. The proposed conditional use will not produce significant air pollution emissions, to a level compatible with that which would result from a development permitted by right.

Staff Response: Per the City's Use Table in LDR Section 23.3-6, a low intensity, which is a building size less than 2,500 square feet, fabrication service use is permitted by right in the I-POC zoning district. Therefore, with a slightly larger building, the nature of the business remains the same as that of a smaller building. The applicant has taken measures to further reduce dust pollution such as installing wet curtains over the overhang doors and purchasing new wet saws which reduce the level of dust production. This use at a medium intensity is subject to the same State regulations as that of a fabrication service at a low intensity level. Thus, the Conditional Use for a "fabrication service" use on the site will not produce any significant air pollution emission greater than that of a use permitted by right within the I-POC. **Meets Criterion.**

4. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

Staff Response: Being an anticipated use in the I-POC zoning district, this use on the subject site will not result in a higher net public cost or earlier incursion of public cost than would result from a development permitted by right. The use is an anticipated type of use in this district. **Meets Criterion.**

5. The proposed conditional use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

Staff Response: Due to there being no major alterations to the property, the Applicant is utilizing the existing infrastructure. No adverse impact to infrastructure or public utilities is anticipated to occur as a result of this request. **Meets Criterion.**

6. The proposed conditional use will not place a demand on municipal police or fire protection service beyond the capacity of those services.

Staff Response: As mentioned, being an anticipated use (that is currently existing) in the I-POC zoning district, this use will not place a demand on municipal police or fire protection services beyond capacity. **Meets Criterion.**

7. The proposed conditional use will not generate significant noise, or will appropriately mitigate anticipated noise to a level compatible with that which would result from a development permitted by right. Any proposed use must meet all the requirements and stipulations set forth in section 15.24, Noise control.

Staff Response: Per Section 15-24.2, no person shall make, continue or cause to be made any unreasonable noise or disturbing noise. Unreasonable noise is defined as “any noise in or emanating from any property located within the corporate limits of the City of Lake Worth which equals or exceeds a measured sound level of sixty-five (65) dBA or dBC (whichever frequency is higher) between the hours of 11:00 p.m. and 8:00 a.m. Sunday through Thursday, a measured sound level in excess of eighty-five (85) dBA or dBC (whichever frequency is higher) between the hours of 8:00 a.m. and 11:00 p.m. Sunday through Thursday; and a measures sound level which equals or exceeds sixty-five (65) dBA or dBC between the hours of 12:00 a.m. and 8:00 a.m. Friday through Saturday and a measured sound level meeting or exceeding eighty-five (85) dBA or dBC (whichever frequency is higher) between the hours of 8:00 a.m. and 12:00 a.m. Friday through Saturday.”

It is also noted that the fabrication activities will take place inside of the building, enclosed with wet curtains over the overhead doors when performing the fabrication. **Meets Criterion.**

8. The proposed conditional use will not generate light or glare which encroaches onto any adjacent property in excess of that allowed in Section 23.4-3, Exterior lighting.

Staff Response: The subject site is surrounded by industrial uses. Additionally, there are no site changes proposed to the use that would create undesirable lighting that would impact surrounding areas. **Meets Criterion.**

Section 23.4-13.7(B)(1): Industrial/manufacturing facilities Design and Performance Standards.

The project is in compliance with the general findings relating to harmony with the LDRs and protection of public interest, as follows:

(a) Maximum lot size not to exceed five (5) acres.

Staff Response: The lot size is 0.495 acres, not in excess of the five acre maximum.

(b) Height: Maximum height of any industrial/manufacturing structure excluding office not to exceed thirty-five (35) feet including silos or building façades.

Staff Response: The building is a single story structure and does not exceed 35 feet.

(c) Silos: The number of silos shall not exceed four (4) within the site area and shall be effectively screened.

Staff Response: The site does not contain silos.

(d) Outdoor storage: Outdoor storage, commercial vehicle parking, display and sale of products shall be shielded from all public rights-of-way. See [section 23.4-19](#) for additional outdoor storage regulations.

Staff Response: The applicant has added vinyl slats to the existing chain link fence and rolling gate to obscure the view of the area of the property with outdoor storage (included as a condition of approval).

(e) All production and processing shall be restricted to an enclosed building.

Staff Response: Fabrication services will occur inside of the building, as noted on the Floor Plan (attachment B). The overhead doors, when open, will be covered with wet curtains in order to limit dust pollution.

(f) Buffering requirements shall apply as required by existing ordinances, but may be increased based on a site specific review basis.

Staff Response: As previously noted, material has been added to the existing fence and gate to screen the outdoor storage area.

Conclusion:

The analysis has shown that the required findings can be made with respect to the Conditional Use Permit request. The use as proposed is in harmony with the underlying zoning district and surrounding areas, subject to compliance with staff's proposed conditions of approval.

CONSEQUENT ACTION:

Approval of the Conditional Use Permit application; approval with conditions; continue the hearing to a date certain to request additional information; or deny the Conditional Use Permit application. The Planning & Zoning Board's decision will be final for the Conditional Use Permit. The Applicant may appeal the Board's decision to the City Commission.

STAFF RECOMMENDATION:

Staff has reviewed the documentation and materials provided, applying the applicable guidelines and standards found in the City of Lake Worth Zoning Code. The proposed use generally meets the criteria of the Comprehensive Plan and LDRs. Staff recommends that the Board review the application and the Code criteria outlined below in order to determine if the request is in compliance. Final approval shall be at the discretion of the Board.

POTENTIAL MOTION:

I MOVE TO APPROVE/DISAPPROVE PZB PROJECT NUMBER 19-00500004: Request for a **Conditional Use Permit** to allow for a medium-intensity "fabrication services excluding retail display and sales" use at 1812 Aragon Avenue, with the conditions recommended by staff included in Attachment C.

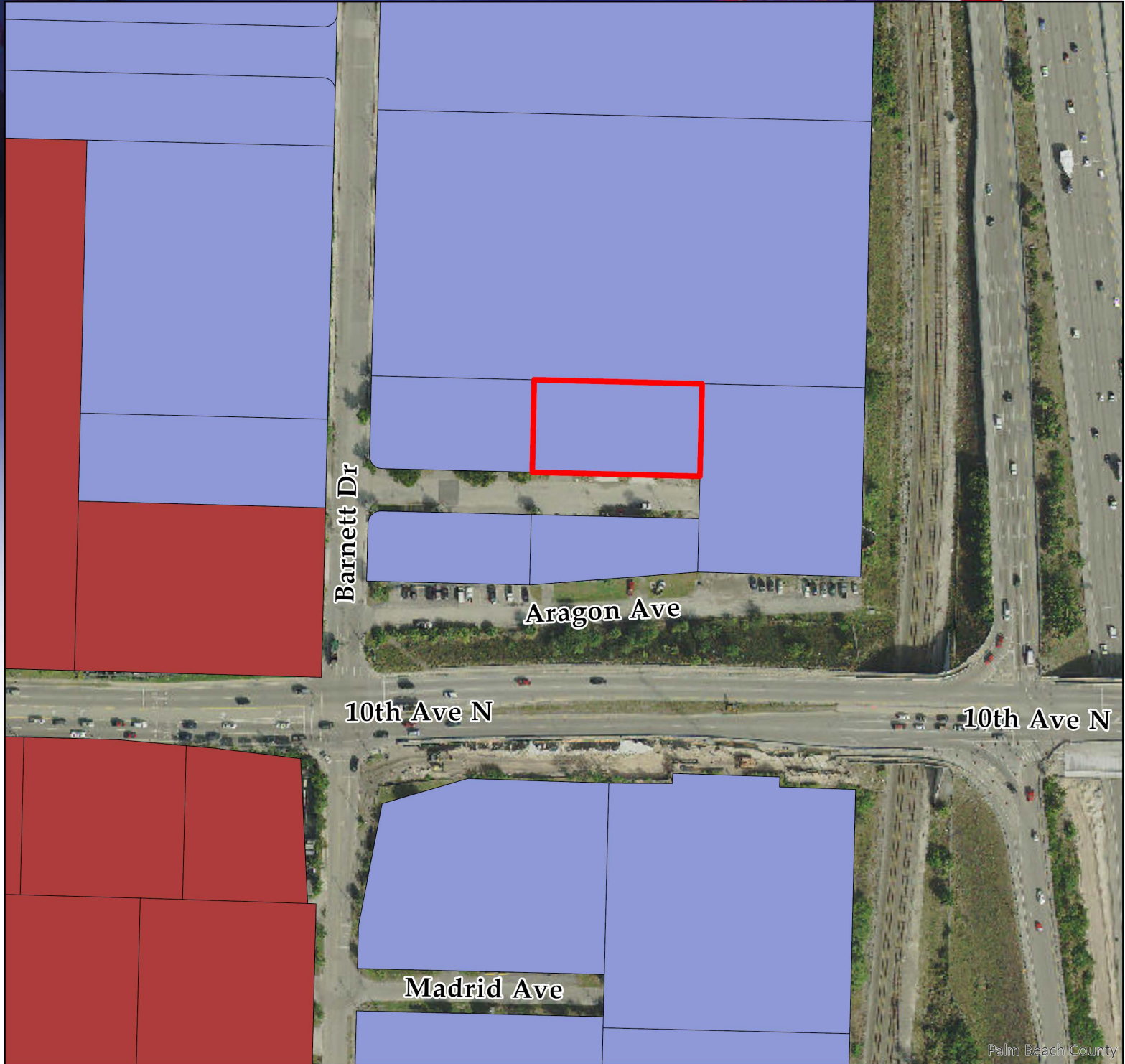
Attachments:

- A. Zoning Map
- B. Floor Plan/Site Plan
- C. Conditions of Approval
- D. Application Package
- E. Permit for Original Construction
- F. Permit for Addition
- G. Permit for Renovation
- H. Florida Department of Health Environmental Regulations
- I. Wet Curtains
- J. Vinyl Screening






Zoning Map: 1812 Aragon Avenue

Department for Community Sustainability
Planning, Zoning & Historic Preservation

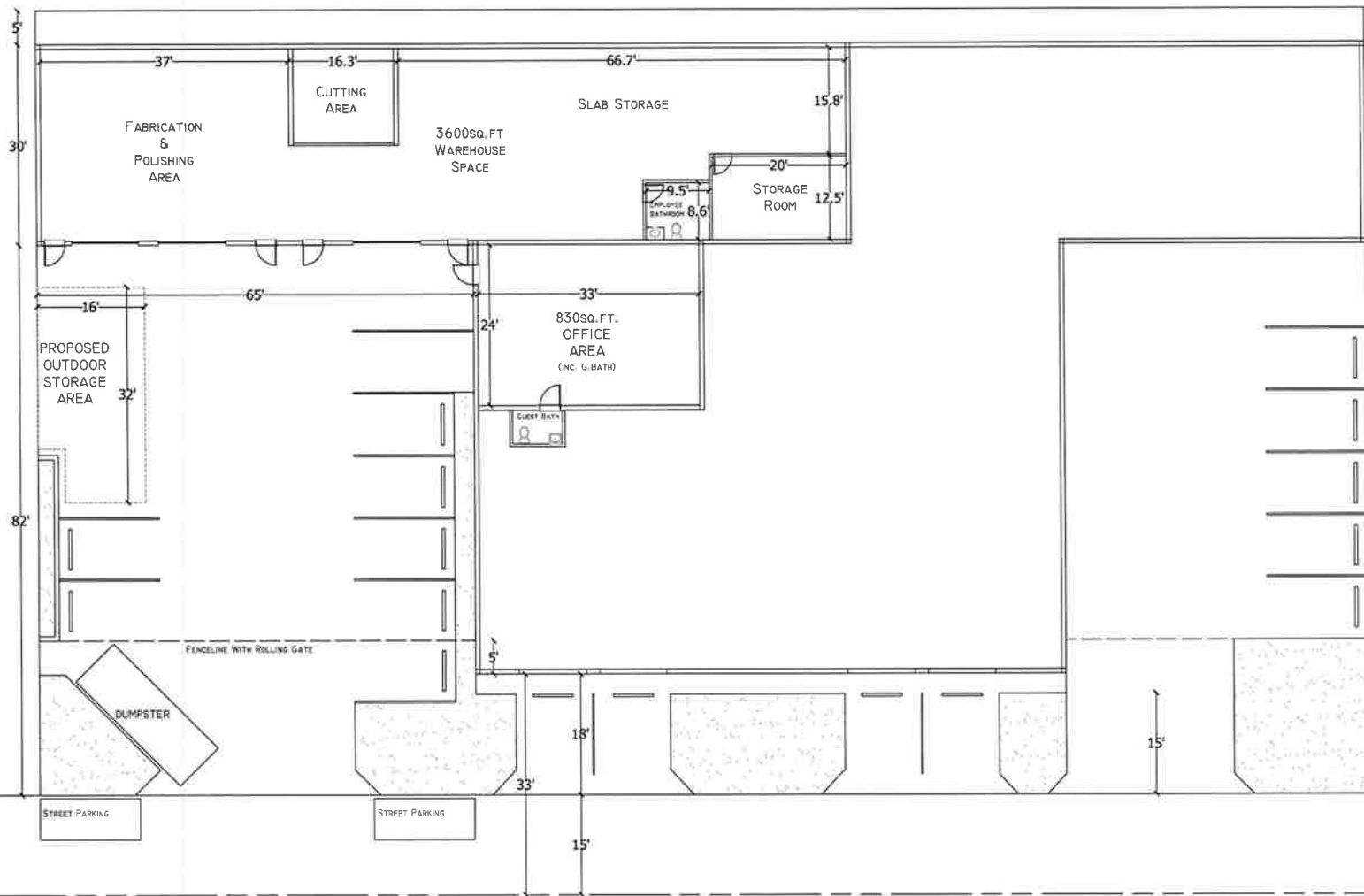


Map Legend

-  Mixed Use - West (MU-W)
-  Industrial - Park of Commerce (I-POC)
-  1812 Aragon Avenue

0 87.5 175 350 Feet





Integrity 1st Construction Group
 1812 Aragon Ave. Suite A
 Lake Worth, FL 33461
 (772) 828-9891
 CGC-1527348

Jobsite Location
 Kadassa Inc.
 1812 Aragon Ave
 Suite A
 Lake Worth, FL 33461

Description
 Existing
 Floorplan

Single Story
 Comm. Warehouse
 Scale: 1/16" = 1'-0"

Rev.	1
Date	08-12-19

SHEET

A1

Drawn & Designed
 by Jayson Bono



DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

EXHIBIT C

**DEPARTMENT FOR COMMUNITY SUSTAINABILITY
PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION
CONDITIONS OF APPROVAL FOR
PZB CASE No. 19-00500004**

Date of Preparation: September 25, 2019
P&ZB Meeting Date: October 2, 2019
Applicant: Martin Arias
Location: 1812 Aragon Avenue

**CONDITIONS OF APPROVAL
PZB CASE No. 19-00500004**

1. The business shall have 60 days from the date of the Board approval to obtain a City of Lake Worth Beach Business License. Per LDR Section 23.2-29(k), a conditional use permit granted by the Planning and Zoning Board shall be void after one year from the date of the approval unless a building permit has been issued for the construction of all facilities provided in the site plan associated with the conditional use or otherwise needed to house the use, and construction is diligently pursued. However, based on the meeting minutes from the August 7, 2019 Planning and Zoning Board meeting, it was discussed to place the 60 day condition on this particular business because they had been operating without a business license since 2017.
2. Per LDR Section 23.2-29(g)(1), prior to obtaining a City business license, all outstanding code enforcement fees and fines related to the project site shall have been paid to the City.
3. Per LDR Section 23.4-19, all outdoor storage shall be completely screened from all public rights-of-way and any adjacent property that is zoned for residential or mixed use. Therefore, screening shall be maintained to ensure that the outdoor storage is not visible from Aragon Avenue.
4. Per LDR Section 23.4-10(b)(3), unless a Unity of Title is recorded with another parcel, all parking spaces shall be located on-site, at 1812 Aragon Avenue.
5. Per LDR Section 23.4-13(c)(7)(B)(e), all fabrication, including cutting and polishing of the materials, shall take place within the building.
6. The roll-off container shall remain within the property lines of 1812 Aragon Avenue. While Code Section 12-2(b)(4) states that permanent roll-off containers can be located in the right-of-way, it was discussed at the August 7, 2019 Planning and Zoning meeting to keep the container on site.
7. The roll-off container shall have a continuous landscape screen so that it is not visible from Aragon Avenue. While Section 12-2 does not cite buffer criteria for roll-off containers, screening was discussed at

the August 7, 2019 Planning and Zoning Board meeting, and therefore has been recommended as a condition.

8. The applicant shall continuously ensure compliance with Chapter Two, Article Seven, Division Two, Prohibited Discharge Standards, of the City's Code.
9. Per the Florida Department of Health, all businesses shall comply with the General Pollutant Emission Limiting Standards (Section 62-296.320 F.A.C.).
10. The wet curtains that have been installed to mitigate dust pollution shall be maintained for the duration of the fabrication services use, and replaced when necessary.
11. Per LDR Section 23.2-29(j), conditions and requirements stated as part of the approval of a conditional use shall be a continuing obligation of the property owner unless and until the conditional use shall expire.
12. In the event of a legal challenge to this approval, the applicant shall be responsible for all costs to defend the action of the city in approving any and all permits related to this application. Should the applicant fail to enter into an agreement fund the costs of litigation, the city, at its discretion, may rescind this approval and revoke all permits issued.
13. Per LDR Section 23.5-1(b), all proposed signage shall require review and approval of a building permit.
14. Per LDR Section 15-24.2, no person shall make, continue or cause to be made any unreasonable noise or disturbing noise. [Section 15-24.2]



PLANNING & PRESERVATION DIVISION
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY
 CITY OF LAKE WORTH
 1900 2ND AVENUE NORTH
 LAKE WORTH, FL 33461
 561.586.1687

UNIVERSAL DEVELOPMENT APPLICATION

This application is required for **ALL** applications submitted to the Planning, Zoning and Historical Preservation Division. Planning staff can answer any questions you have regarding the applications and the processes during Planner On-Call hours (Monday – Friday, 9:00 – 10:30 a.m. and 3:00 – 4:00 p.m.). Please make an appointment with planning staff if you require more than 15 minutes with a staff member.

Application Type (select all that apply):

- Site Plan – Minor Site Plan – Major Planned Development Variance
- Subdivision/Plat Conditional Use Administrative Use Mural
- Alcoholic Beverage Distance Proximity Waiver Community Residence Proximity Waiver
- Gaming Establishment Distance Proximity Waiver Adult Use Distance Proximity Waiver
- Sustainable Bonus Incentive Program Certificate of Appropriateness Sign Variance
- Rezoning (Zoning Map Amendment) Zoning Text Amendment Annexation
- Other: _____

- Project Name: KA DASSA INC

- Project Location: 1812 A DRAGON AVE
Barcelona Gardens

Legal Description: LOTS 17, thru 20, Block 5 Date Platted: _____

PCN: 38-43-44-21-04-005-0170 Existing Zoning: I-POC Proposed Zoning: I-POC

Existing FLU: INDUSTRIAL Proposed FLU: INDUSTRIAL

Proposed Use: Residential; Density _____; Commercial _____ SF; Industrial _____ SF

Total Estimated Cost of the Project: _____

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	\$ _____	<input type="checkbox"/> PAID _____	<input type="checkbox"/> DUE _____

Project Manager/Contact Person: Martin Arias

Company: Kadassa Inc.

Address: 1812-A Aragon Avenue Lake Worth FL 33460
(Street Address) (City) (State) (Zip)

Phone No.: 954-684-8361 E-Mail Address: Kadassa.inc@hotmail.com

Applicant Name (if different from Project Manager): _____

Company: Kadassa Inc.

Address: 1812-A Aragon Avenue Lake Worth FL 33460
(Street Address) (City) (State) (Zip)

Phone No.: 954-684-8361 E-Mail Address: Kadassa.inc@hotmail.com

Owner Name: 1812 Aragon Ave, LLC

Company: 1812 Aragon Ave, LLC

Address: 4361 Okeechobee Blvd., Ste. A7 West Palm Beach, FL 33409
(Street Address) (City) (State) (Zip)

Phone No.: 561-315-8611 E-Mail Address: _____

OWNER'S CONSENT

1812 Aragon Ave, LLC ("Owner") certifies that it is the owner of the property located at 1812 Aragon Avenue, Lake Worth, FL 33460 ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes Kadassa Inc. and Martin Arias ^{Subject to Kadassa Inc. & Martin Arias being responsible for only and not all expenses related to this application and agreements.} as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: [Signature] Date: Sept. 26, 2017

Name/Title of Signatory: WOLFGANG KEIL, Pres.

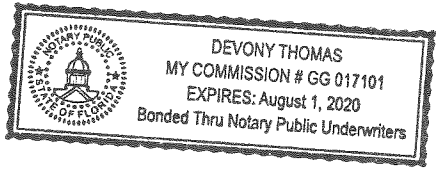
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26 day of September, 2017 by WOLFGANG S. KEIL who is personally known to me or who produced a FDL as identification. He/she did not take an oath.

(NOTARY SEAL)

[Signature]
(Signature of Notary Public)

DEVONY THOMAS
(Name of Notary)



PROJECT DATA

DESCRIPTION OF WORK:

Provide a detailed description of work to be done as a result of this application (attach additional sheets if necessary).

fabrication of Countertop made of Stone

PRIOR APPROVALS:

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

/

ADJACENT PROPERTY INFORMATION:

Complete the following table for all surrounding properties. Information located at www.lakeworth.org/business/planning-zoning/.

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North	Industrial	IPOE	Warehouse
South	Industrial	IPOC	Granite Company
East	Industrial	IPOC	Warehouse - Land Keeper
West	Industrial	IPOC	Glass/Window. a Business

DEVELOPMENT STANDARDS:

Identify the applicable required and proposed development standards. If not applicable, enter "N/A". The "required" information can be located in Article 23 of the City's Code of Ordinances, Land Development Regulations, at www.municode.com.

Development Standard	Required	Provided
Lot Size (Acreage and SF)		
Lot Width (Frontage)		
Building Height	Primary	
	Accessory	
Setbacks	Front (_____)	
	Rear (_____)	
	Side (_____)	
	Side (_____)	
Living Area	Single-Family	
	Multi-Family	
Accessory Structure Limitation		
Impermeable Space Coverage		
Building Coverage		
Maximum Wall Height at Setback		
Floor Area Ratio Limitation		

AFFIDAVIT OF COMPLETENESS AND ACCURACY

INSTRUCTIONS: To be completed by the individual submitting the application (owner or authorized agent).

Project Name: KADASSA INC Submittal Date: 04/19/2017

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check (✓) one: I am the property owner authorized agent.

Martin Arias
(Name - type, stamp or print clearly)
KADASSA INC.
(Name of Firm)

[Signature]
(Signature)
1812-A Aragon Ave
Lake Worth, FL 33460
(Address, City, State, Zip)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19TH day of April, 2017, by Martin Arias who is personally known to me or who produced a Florida Driver License as identification. He/she did not take an oath.

(NOTARY SEAL)

[Signature]
(Signature of Notary Public)
Ariel Belliard
(Name of Notary)



SIGN POSTING AGREEMENT

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: KADASSA INC

Property Owner: 1812 ARAGON LLC

Contact Phone No.: (561) 588-1444 - (954) 684-8361

Property Location: 1812-A ARAGON AVE
LAKE WORTH FL 33460

I, _____, hereby affirm that I will post the notification sign(s) provided to me for a minimum of ten (10) calendar days before the scheduled date of the hearing of Planning and Zoning Case No. _____.

Signature: *Martin Arias* Date: 04/19/2017

Name/Title of Signatory: Martin Arias, President

STATE OF Florida)
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19TH day of April, 2017, by Martin Arias who is personally known to me or who produced a Florida Driver License as identification. He/she did not take an oath.

(NOTARY SEAL)



Ariel Belliard
 (Signature of Notary Public)
Ariel Belliard
 (Name of Notary)

Kadassa Inc
1812 Aragon Avenue
Suite A
Lake Worth, Fl. 33411

July 1, 2019

Phone: (561) 588-1444

Fax: (561) 588-2467

Re: Kadassa Inc Justification Statement

Application Request

On behalf of Martin Arias this application requests approval of a conditional use permit. The nature of our business is to Fabricate Stone Countertops from Granite, Marble, and Quartz Slab Material

Landscaping is existing on the site, no changes are proposed.

Surrounding Property Information

The Property on the north of our site is Warehouse & Parking to the east is I-95, to the west is Barnett Dr. and to the south is Aragon Ave.

Harmonious and Efficient design

The existing buildings surrounding this site are similar in size and type to those industrial building located throughout the IPOC district immediately north of our site.

Preservation of Natural Conditions

The site has approximately 2 existing buildings and no changes are anticipated.

Screening and Buffering

All existing landscaping will not change, we will be adding a screening material to the existing chain link fence and gate to obscure the view of our operations and outdoor storage usage.

Emergency Access

Emergency access will be provided via Aragon Ave and Barnett Drive.

Access to Public Ways

Access will be provided via Aragon Avenue and Barnett Drive.

Pedestrian Circulation

Existing sidewalks are provided on the site around the existing buildings.

Design of ingress and Egress Drives

Ingress and egress are already provided and are existing.

Coordination of On-Site Circulation with Off-Site Circulation.

On site circulation is existing no new circulation is provided. All traffic flow is existing and well established.

Design of On- Site Public Right of Way

No on-site public right of ways are proposed for this development.

Off-Street Parking Loading and Vehicular Circulation Areas

Off Street Parking vehicular circulation and loading areas are existing, no changes proposed.

Refuse and Service Areas

Refuse and Service areas are existing

Protection and Property Values

This site has been arranged to enhance property values.

Transitional Development

The proposed site is located in an area that transitions from industrial to mixed use.

Consideration of Future Development

Future uses are projected to be industrial in use and type.

General Findings Relating to Harmony with LDRs and Protection of Public Interest-Conditional Uses

- 1.- The conditional uses indicated on the proposed site plan will be in harmony with the uses which are most likely to occur in the immediate area where located. The proposed conditional uses are industrial in nature and similar to other uses located in the IPOC district.
- 2.- The proposed conditional uses are industrial in nature and will be in harmony with the existing industrial uses in the immediate area.
- 3.- The proposed conditional uses will not result in more intensive development in advance of when such development is approved by the Future Land Use Element of the Comprehensive Plan as the area is already designated with an industrial future land base.
- 4.- The future land use designation for the surrounding area is industrial; therefore the proposed conditional uses are compatible with future development.

Specific finding for All Conditional Uses

1. The proposed Conditional Use will not generate traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.
2. The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would in a development permitted by right and is appropriately located with respect to collector and material streets.
3. The proposed conditional use will not produce significant air pollution emissions, or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.
4. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.
5. The proposed Conditional Use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost than would result from development permitted by right.
6. The proposed Conditional Use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.
7. The proposed Conditional Use will not generate significant, noise, or will appropriately mitigate anticipated noise to a level compatible with that which would result from a development permitted by right.
8. The proposed Conditional Use will not generate light or glare which encroaches onto any residential property.

Additional Requirements:

We understand and agree that:

Prior to approving any Conditional Use Permit, the decision making authority shall ensure that the following requirements have been met:

1.- Any and all outstanding code enforcements fees and fines related to the project site have been paid to the City.

2.- Any previously imposed conditions of approval for the use at the site have been met, if applicable, unless request for amendment of conditions is part of the current Conditional Use Permit application.

Where it is necessary to provide write notice to surrounding property owners, the planning Zoning & Preservation Department (PZHP) will provide a copy of the notice letter to the Applicant.

It is the responsibility of the Applicant to mail the required notice letters to property owners within a 40-ft. radius of the subject property. Letters shall be mailed a minimum of 10 days in advance of the scheduled meeting date.

The Applicant shall obtain, from the Palm Beach Country Property Appraiser's Office, a radius map and a list of property owners within a 400 ft. radius of the subject property.

A copy of the radius map and property owner list shall be provided to the City's PZHP Department along with an original certificate of mailing, such as the U.S. Postal Service or other company that offers mailing services would provide.

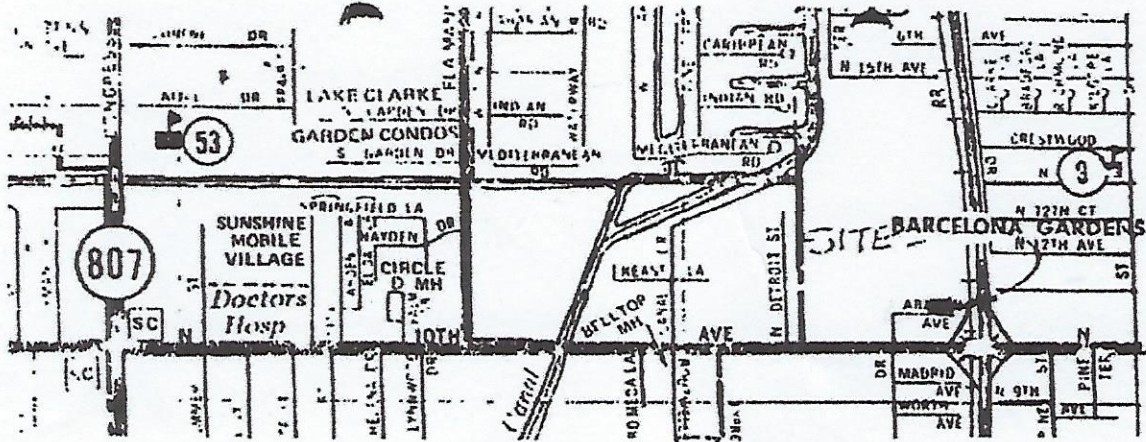
These documents are considered as part of an application and shall be provided to the PZHP Department prior to the public hearing date.

Attached Materials

Survey (abstracted within 2 years of the date of the application)

Justification statement to address the conditional use criteria in section 23.2

Site/Floor plan (layout of leased space, outside & inside)



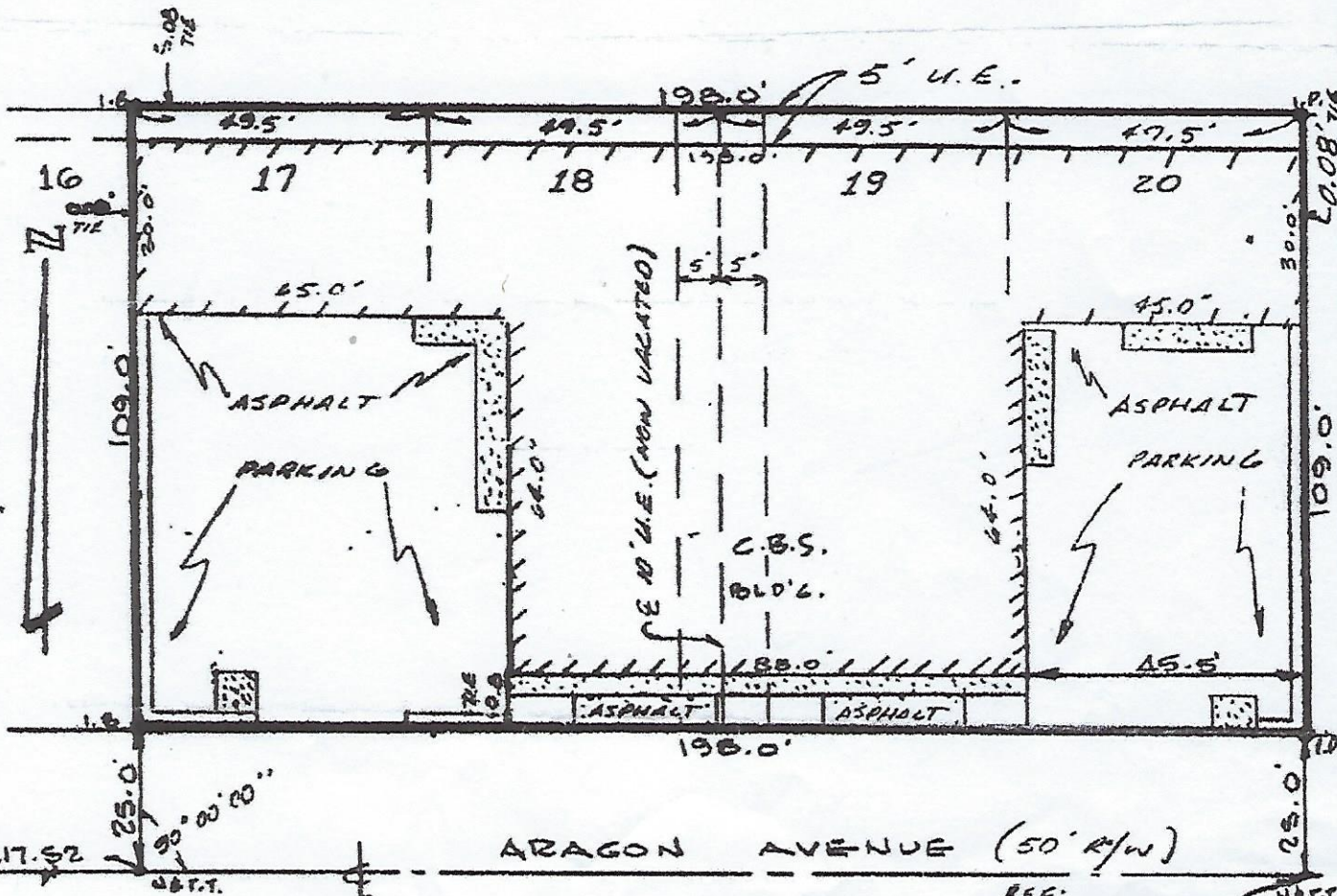
LOCATION MAP N. T. S.

LAND SURVEY OF:
 1800 - 1836 Aragon Avenue
 Lake Worth, Florida

CERTIFIED TO: H. James & Suzanne L. Carlin
 AND TO: Financial Security Savings & Loan
 AND TO: Commonwealth Land Title Insurance Co.

- DESCRIPTION -
 LOTS 17 THRU 20, BLOCK 5,
 BARCELONA GARDENS, ACCORDING
 TO THE PLAT THEREOF AS RECORDED
 IN PLAT BOOK 13, PAGE 19, PUBLIC
 RECORDS OF PALM BEACH
 COUNTY, FLORIDA.

SHERBETT DRIVE (CONTINUED) STREET WEST



NOTES: 1) Under-construction Tie-in 2/8/78.
 2) Re-surveyed & re-certified 6/19/86.

REC:
 B.M. = NAIL & T.P.
 EL. 16.44 M.S.L.



Prepared by and Return to:
 Daniel J. Shepherd, Esquire
 Daniel J. Shepherd, P.A.
 3896 Burns Road, Suite 101
 Palm Beach Gardens, Florida 33410
 (561) 624-3001

CFN 20100494708
 OR BK 24281 PG 0255
 RECORDED 12/28/2010 12:15:11
 Palm Beach County, Florida
 AMT 484,825.00
 Doc Stamp 3,394.30
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0255 - 257; (3pgs)

Consideration: \$484,825.00

Property Appraisers Parcel Identification Number:
 38-43-44-21-04-005-0170

----- [Space Above This Line For Recording Purposes] -----

TRUSTEES DEED

THIS TRUSTEES DEED, made effective the 16 day of **December, 2010**, by and between **Daniel J. Shepherd and John Farina, Successor Co-Land Trustees under the provisions of a certain Land Trust Agreement pursuant to Florida Statutes Section 689.071, dated December 5, 1996, and known as Land Trust No. 1015**, party of the first part, whose address is **3896 Burns Road, Suite 101, Palm Beach Gardens, Florida 33410**, and **1812 Aragon Ave., LLC, a Florida limited liability company**, party of the second part, and whose address is **4361 Okeechobee Boulevard, Unit A7, West Palm Beach, Florida 33409**.

WITNESSETH: That the party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the party of the second part, all that certain land situate in **Palm Beach** County, Florida, to wit:

Lots 17, 18, 19 and 20, Block 5, Barcelona Gardens according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 13, Page 19.

SUBJECT TO restrictions, reservations, covenants, easements of record, zoning regulations, ordinances, any state of facts which an accurate survey would show and taxes for the year 2011 and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


TO HAVE AND TO HOLD, the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part that the party of the first part is lawfully seized of said land in fee simple; that the party of the first part has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2010.

IN WITNESS WHEREOF, the party of the first part has signed and sealed these presents the day and year first above written.

Signed in the presence of:

Daniel J. Shepherd and John Farina, Successor Co-Land Trustees under the provisions of a certain Land Trust Agreement pursuant to Florida Statutes Section 689.071, dated December 5, 1996, and known as Land Trust No. 1015



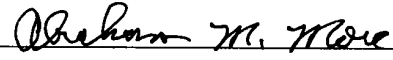
(1st Witness - Signature)

By: 

Daniel J. Shepherd, Co-Land Trustee

Jeffrey D. Kneen

(1st Witness - Printed Name)



(2nd Witness - Signature)

By: 

John Farina, Co-Land Trustee

Abraham M. More

(2nd Witness - Printed Name)

**State of Florida
County of Palm Beach**

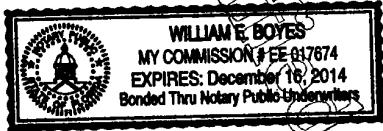
I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared **Daniel J. Shepherd and John Farina, Successor Co-Land Trustees**, to me well known and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and that they did not take an oath and

_____ are personally known to me; or
_____ have produced _____ as identification to me.

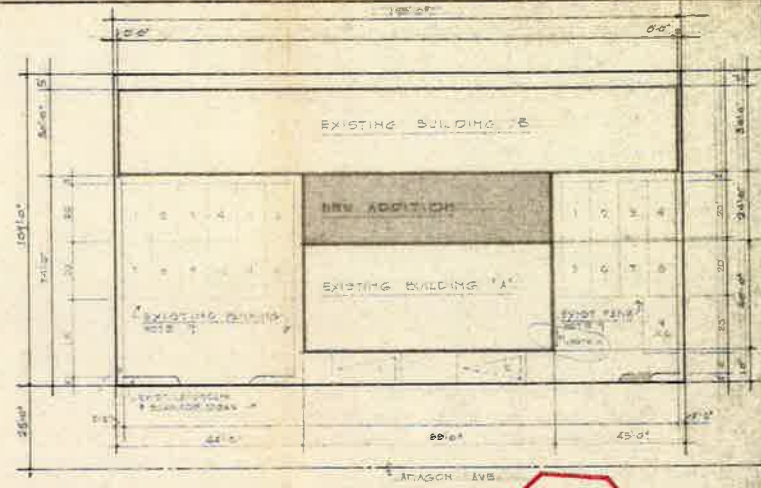
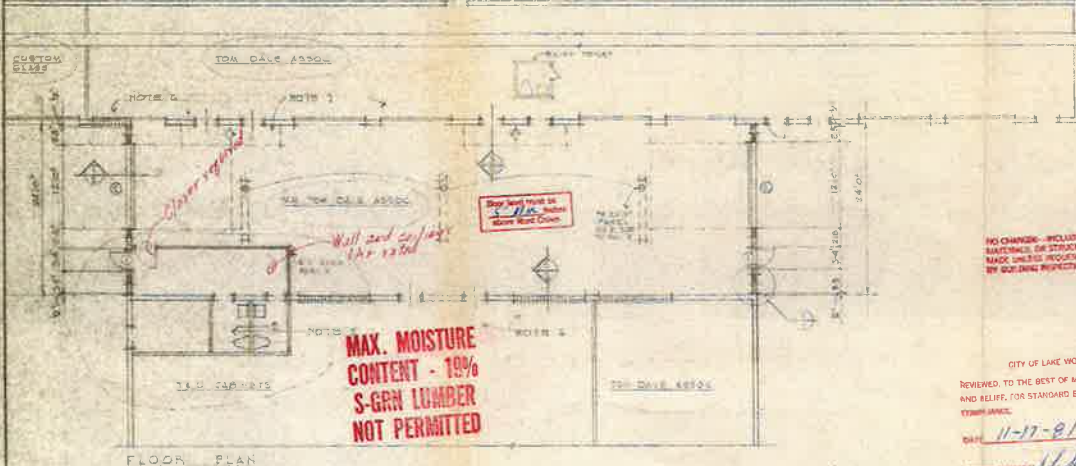
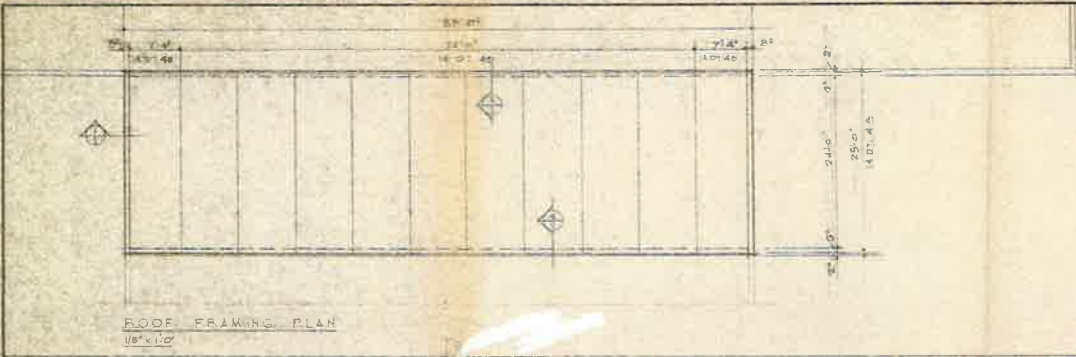
WITNESS my hand and official seal in the County and State last aforesaid this _____ day of **December, 2010**.

My Commission Expires:

Notary Public



{NOTE: THIS TRUSTEES DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR TITLE EXAMINATION AND NO OPINION OF TITLE IS EXPRESSED BY THE PREPARER WHATSOEVER.}



"RUN-OFF WATER MUST BE CONTAINED ON OWN PROPERTY."

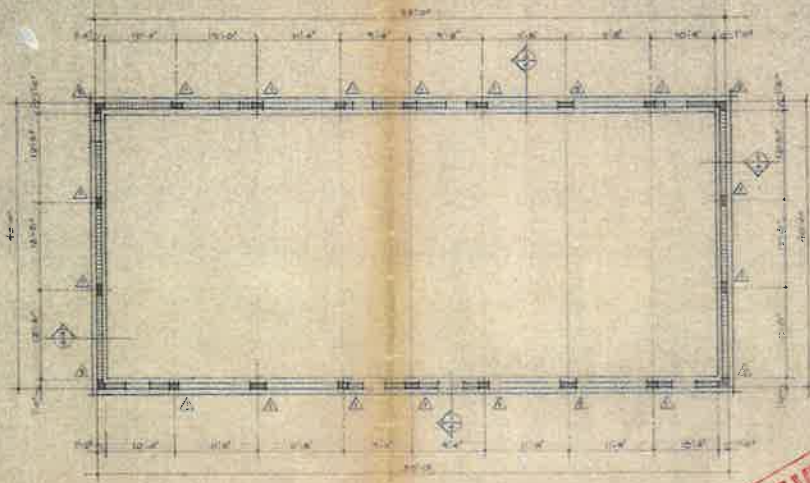
DESCRIPTION
CONVERT THE 101, BLOCK 5, MANICELLA GARDENS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT 200-10 PAGE 17 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
SEE ALSO ACCOMPANYING ENGINEERS' SURVEY.

GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE CODES & STANDARDS OF THE CITY OF LAKE WORTH, FLORIDA.
- CONTRACTOR SHALL VERIFY ALL CONDITIONS & DIMENSIONS AT THE SITE.
- FIRST FLOOR ELEVATION SHALL BE ADJUSTIVE AS SHOWN.
- BUILDING 'A' - 2800 SF
BUILDING 'B' - 2840 SF
NEW ADDITION - 12,100 SF
- EXISTING WORK APPROVED HANDICAPPED TOILETS, SINKS, SWITCHES & VENTS TO BE REINSTALLED TO MEET CODE.
- REPLACE EXISTING HUBBARD DOORS, CORRECT NEW EJECT RIG FIXTURES TO SPACES IN PANEL CREATED BY REMOVAL OF RECEIVED EJECT LIGHTS IN HALLWAYS.
- DOOR SWINGS TO BE RECHECKED FOR CORRECT CLEARANCE.
- EXISTING WORKING AREA - PATCH & FILL AS REQUIRED. FLOOR & PARTINGS.
- EXISTING CONCRETE SLAB ON GROUND 4" THICK 1500' RATIO. FINISH GRADE 11.10'.
- EXISTING CONCRETE FOOTING 10" WIDE 12" DEEP 3" BARS.
- LOCATION OF EXISTING ELECTRICAL METERS & PANELS.

NO CHANGE - INCLUDING SECTIONS, MATERIALS, OR STRUCTURE TO BE MADE UNLESS PROVIDED OR APPROVED BY BUILDING DEPARTMENT

CITY OF LAKE WORTH
REVIEWED TO THE BEST OF MY KNOWLEDGE AND BELIEF FOR STANDARD BUILDING CODES COMPLIANCE.
DATE 11-17-81
Ralph S. Moe, Jr.
SEAL & SIGNATURE



FOUNDATION PLAN - BUILDING 117
NOT TO SCALE

STRUCTURAL NOTES

1. FOUNDATION DESIGN FOR SOFT SOIL CONDITIONS

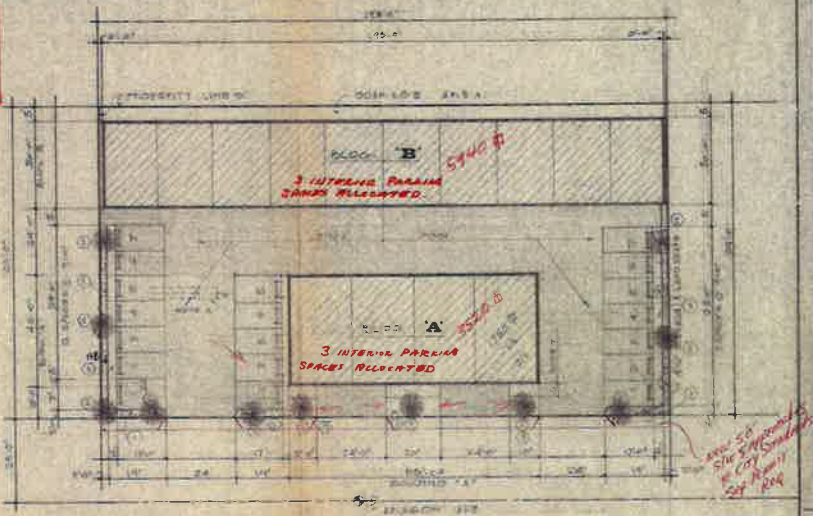
- 1. FENCIBLE CONCRETE 12" DIA. 12" DEEP
- 2. FOOTINGS 24" x 12" W/ 2# BARS AND DETAIL SHEET #
- 3. COLUMNS 24" x 24" x 12" BARS + 12 TIES @ 12"
- 4. COLUMNS 24" x 24" x 12" BARS + 12 TIES @ 12"

ACCESSIBILITY STANDARDS FOR HANDICAPPED APPLY

LAKE WORTH
COMMUNITY APPEALS BOARD
Resident:
Approved as Noted:
Approval: 1/24/78
No changes shall be made in the information on this approval until it is rescinded or after a change is made by the Board of the Board of the City of Lake Worth. Approved: [Signature]

PAVING PERMIT REQUIRED

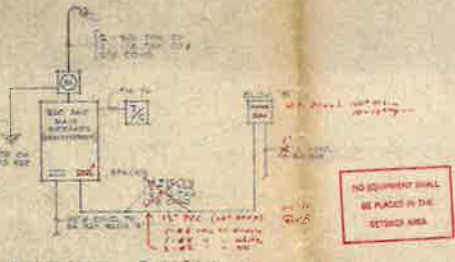
DRainAGE AND GRADs APPROVED BY CITY ENGINEER
Permits # 3257 & 326
APPROVED FOR CONTRACTOR: [Signature]
1978-1980 ARMOON AVE
5-1-1 Warehouse
BEGS
2-2-78
[Signature]



GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & DIMENSIONS AT SITE
2. SET FINISH FLOOR ELEVATION USE 1984 DATUM OF BIRMINGHAM
3. PAVED PAVING AREA SHALL BE 2" COMPACTED SAND, 4" CONC. AFFACHED TRAFFIC APPROVED W/ SLOPE DRAINAGE & CURBSIDE DRAINAGE, PAVED TO LANDSCAPE & SIDEWALK INTER.
4. BUILDING 117 x 33'00" x 7'
BUILDING 118 x 33'00" x 7'
5. LANDSCAPE: 1" 1/2" DIA. GRASS SEEDS
2" 1/2" DIA. SANDSTON ON 10" W/ 1/2" DIA. TWINE
SHALL BE GRASS COVER
6. FINISH GRADE: 1" 1/2" DIA. GRASS SEEDS
2" 1/2" DIA. SANDSTON ON 10" W/ 1/2" DIA. TWINE
SHALL BE GRASS COVER
7. ALL WORK SHALL BE DONE WITHIN 10' OF ALL LINDEN TREES DETAINED
8. ALL PERMIT TANKS
9. 1" DIA. DRAIN FIELD

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & DIMENSIONS AT SITE
2. SET FINISH FLOOR ELEVATION USE 1984 DATUM OF BIRMINGHAM
3. PAVED PAVING AREA SHALL BE 2" COMPACTED SAND, 4" CONC. AFFACHED TRAFFIC APPROVED W/ SLOPE DRAINAGE & CURBSIDE DRAINAGE, PAVED TO LANDSCAPE & SIDEWALK INTER.
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SHALL BE GRASS COVER
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2" 1/2" DIA. SANDSTON ON 10" W/ 1/2" DIA. TWINE
SHALL BE GRASS COVER
7. ALL WORK SHALL BE DONE WITHIN 10' OF ALL LINDEN TREES DETAINED
8. ALL PERMIT TANKS
9. 1" DIA. DRAIN FIELD
10. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & DIMENSIONS AT SITE
11. SET FINISH FLOOR ELEVATION USE 1984 DATUM OF BIRMINGHAM
12. PAVED PAVING AREA SHALL BE 2" COMPACTED SAND, 4" CONC. AFFACHED TRAFFIC APPROVED W/ SLOPE DRAINAGE & CURBSIDE DRAINAGE, PAVED TO LANDSCAPE & SIDEWALK INTER.



ELECTRICAL DIAGRAM
NOT TO SCALE

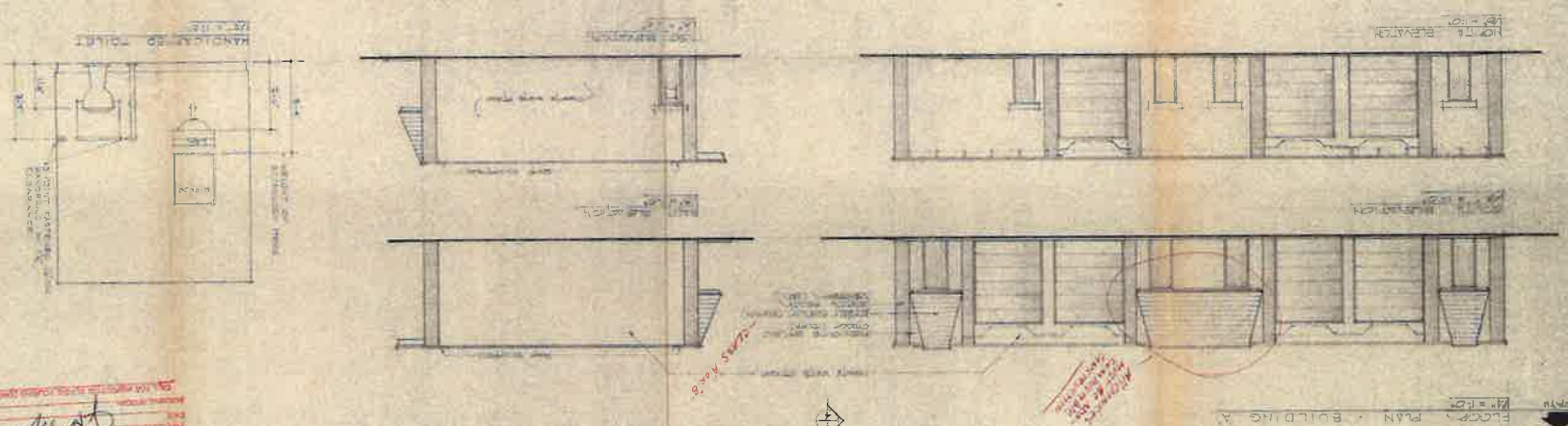
ALL WORK SHALL CONFORM TO THE STANDARDS OF THE CITY OF LAKE WORTH, FLORIDA & THE F.S.C.



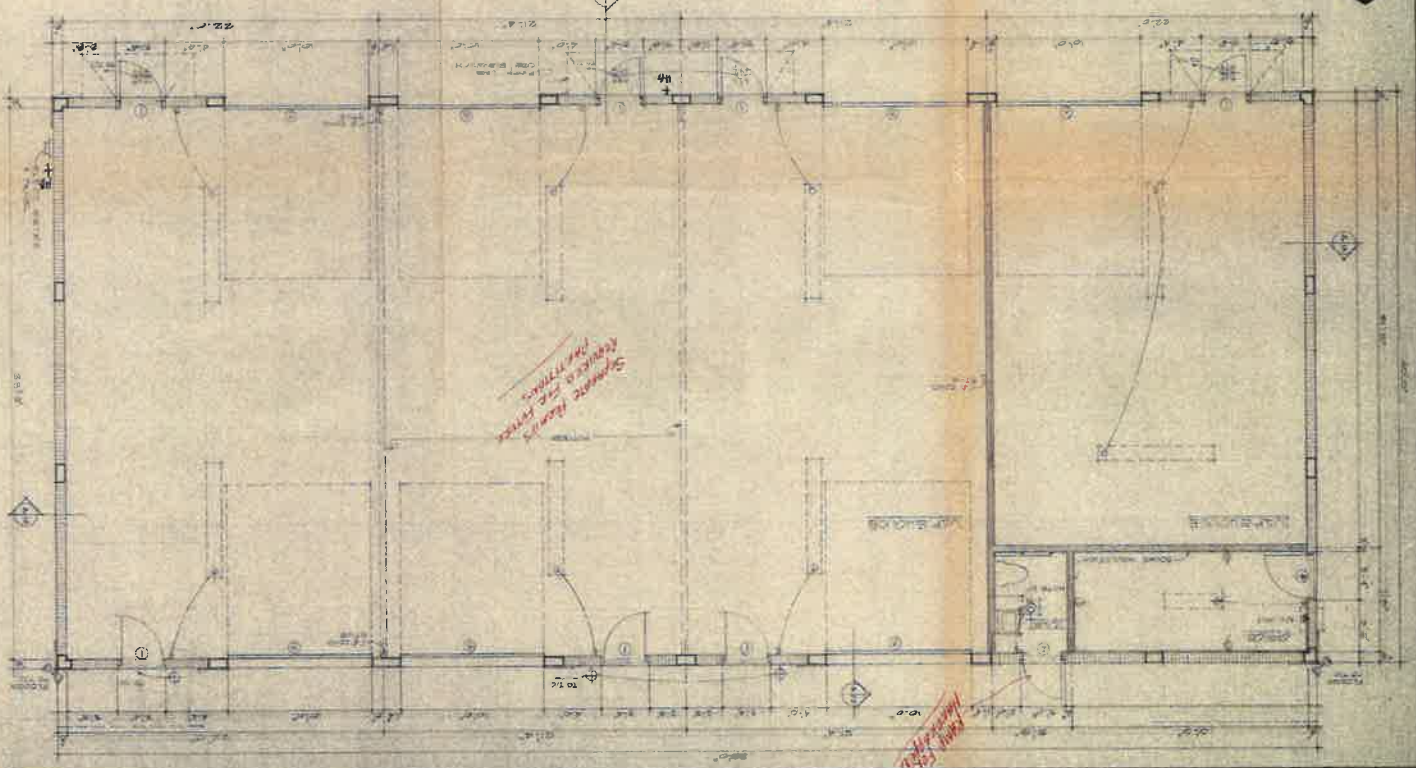
PLUMBING DIAGRAM
NOT TO SCALE

ALL WORK SHALL CONFORM TO THE STANDARDS OF THE CITY OF LAKE WORTH, FLORIDA.

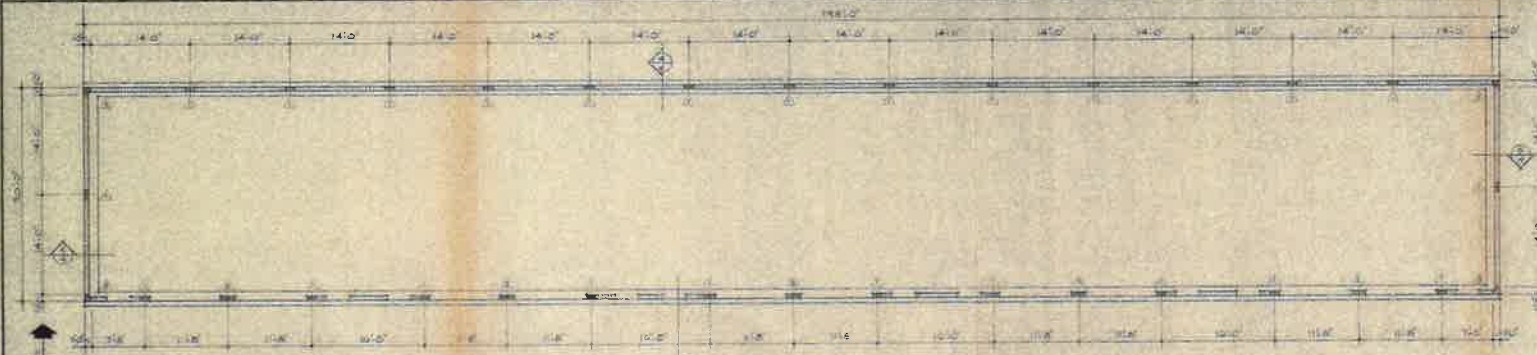
Capitol Building



REVISIONS FOR CONSTRUCTION
 NO. 1 - 11-11-43
 APPROVED
 ZONING
 CITY OF LAKE WORTH
 1. ALL REVISIONS TO BE MADE IN RED INK.
 2. ALL STRUCTURAL MEMBERS MUST BE DIMENSIONED AND NOTED BEFORE C.O.
 3. SAFE FLOOR LOADS MUST BE CALCULATED AND NOTED BEFORE C.O.



NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	WOOD W/ NAIL SLOT & DEAD BOLT	12	EA	
2	WOOD	12	EA	
3	WOOD	12	EA	
4	WOOD	12	EA	
5	WOOD	12	EA	
6	WOOD	12	EA	
7	WOOD	12	EA	
8	WOOD	12	EA	
9	WOOD	12	EA	
10	WOOD	12	EA	
11	WOOD	12	EA	
12	WOOD	12	EA	
13	WOOD	12	EA	
14	WOOD	12	EA	
15	WOOD	12	EA	
16	WOOD	12	EA	
17	WOOD	12	EA	
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35	WOOD	12	EA	
36	WOOD	12	EA	
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41	WOOD	12	EA	
42	WOOD	12	EA	
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44	WOOD	12	EA	
45	WOOD	12	EA	
46	WOOD	12	EA	
47	WOOD	12	EA	
48	WOOD	12	EA	
49	WOOD	12	EA	
50	WOOD	12	EA	

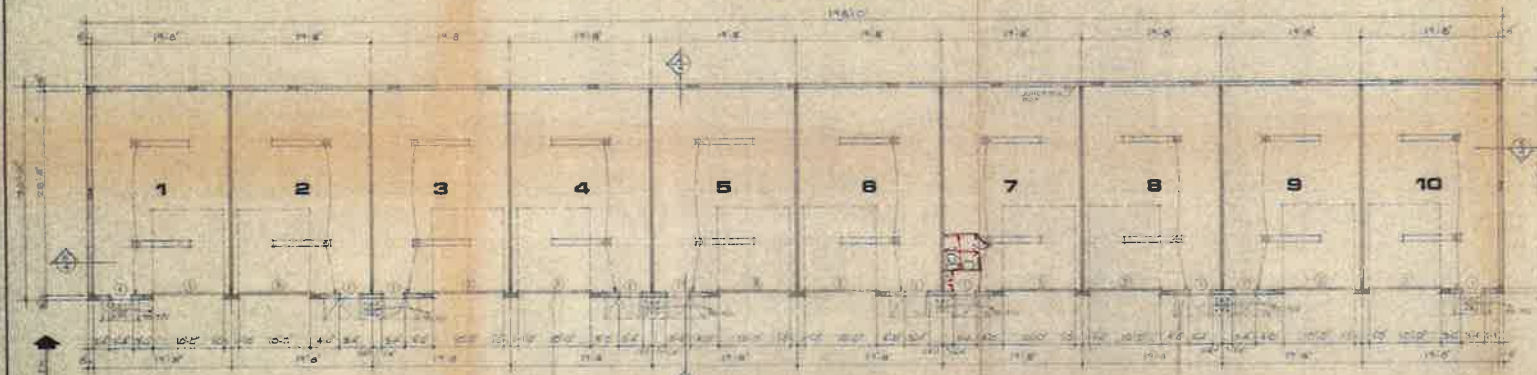


FOUNDATION PLAN - BUILDING B

FOR STRUCTURAL NOTES SEE SHEET #1

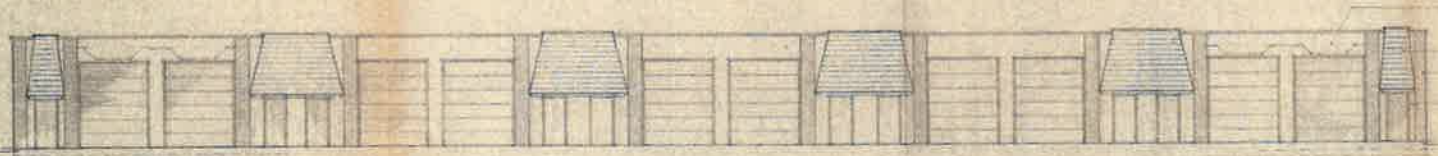
11' x 14' 6" (11' x 14' 6")
 10' x 14' 6" (10' x 14' 6")

APPROVED FOR CONSTRUCTION
 City of Lake Worth 188-2011-001-03
 COUNTY _____
 ZONING _____
 OCCUPANCY _____
 PERMITS COMMISSIONER _____
 DATE _____
 BUILDING OFFICIAL _____
 CALL FOR REVISIONS PRIOR TO THE START OF CONSTRUCTION.



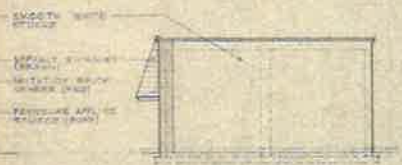
FLOOR PLAN - BUILDING B

FOR STRUCTURAL NOTES SEE SHEET #1



SOUTH ELEVATION

FOR STRUCTURAL NOTES SEE SHEET #1



EAST ELEVATION

FOR STRUCTURAL NOTES SEE SHEET #1

ARAGON INDUSTRIAL BUILDINGS
 LAKE WORTH, FLORIDA
 BUILDING B PLANS & ELEVATIONS

RALPH S. MOE, JR. INC.
 ARCHITECT
 LAKE WORTH, FLORIDA

REV.	DATE	FOR APPROVAL	COUNTY NO.	SHEET NO.
	02.11.13		11-001-03	3 of 4

Ralph S. Moe, Jr.

NOTE:

- ALL NEW INTERIOR WALL CEILING FINISHES WILL BE CLASS "M" IN ACCORDANCE WITH ASHRAE 90.1 & IBC, 2007 TABLE 6.2.2
- ALL NEW FINE PARTICULATE RISERS "R"
- EXISTING ROOF JOISTS WILL BE PROTECTED WITH 2" GYP BOARD TO REMAIN. CONSTRUCTION TO VERIFY EXISTING JOISTS AND ATTACHMENTS PER DETAIL. ROOF JOIST REPAIRS TO BE PERFORMED PER DETAIL.
- STRUCTURAL UNDERGROUND CONSTRUCTION ALTERNATION OR REDUCTION WILL BE PERMITTED.

CODE REFERENCES

- 2007 FLORIDA BUILDING CODE W/ 2009 F.B.C. SUPPLEMENTS
- 2007 EXISTING BUILDING CODE W/ 2009 F.B.C. SUPPLEMENTS
- 2007 FBC PLUMBING CODE W/ REVISIONS & AMENDMENTS
- 2006 LIFE-SAFETY CODE, N.F.P.A. 101
- 2004 LIFE-SAFETY CODE, N.F.P.A. 241

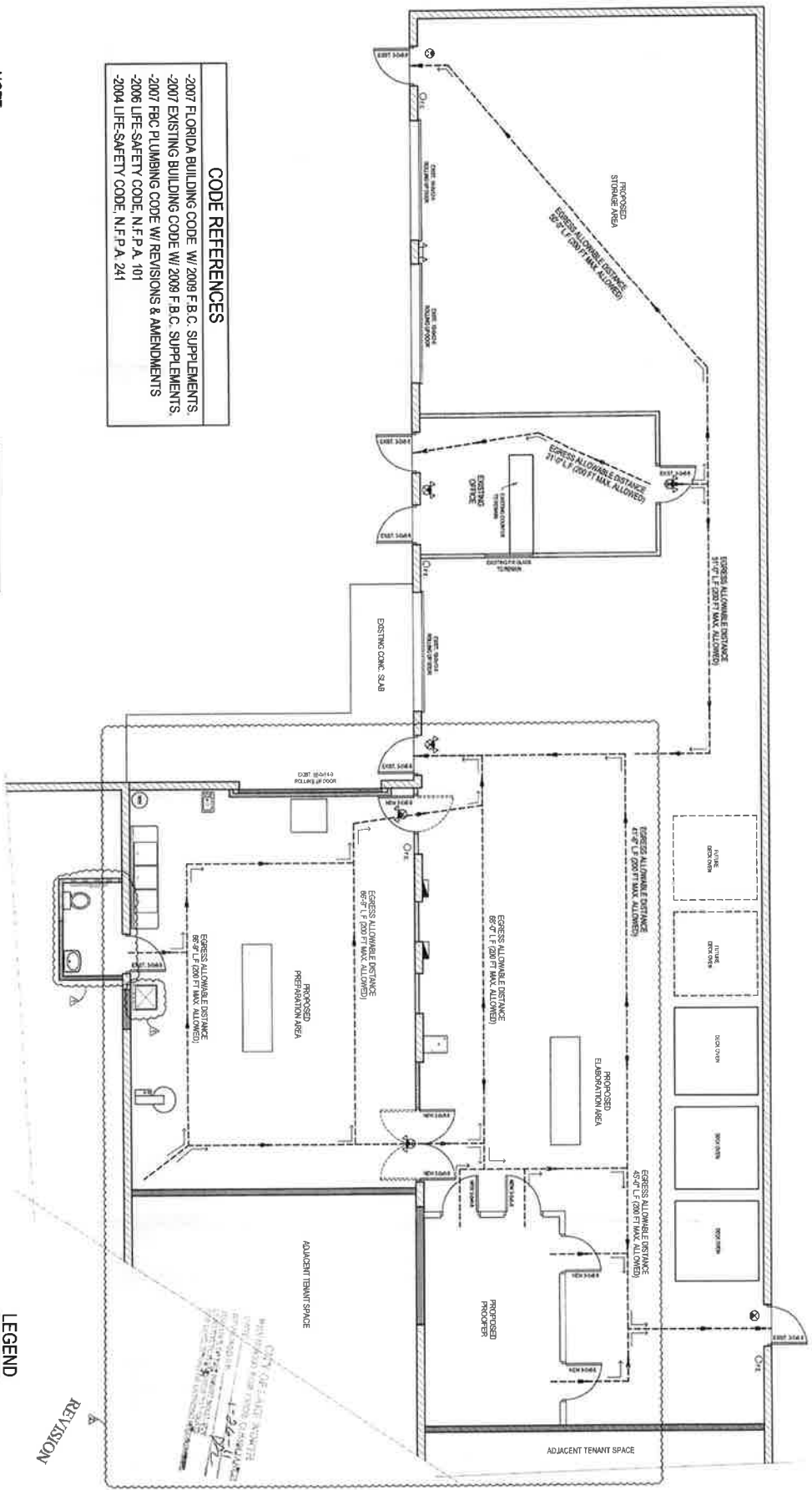
SYMBOLS

	EMERGENCY LIGHTS
	EXIT LIGHT
	FIRE EXTINGUISHERS
	REQUIRED EXIT ACCESS PATHS

LIFE SAFETY PLAN
SCALE: 1/8"=1'-0"

LEGEND

	EXISTING CURTAIN WALL
	EXISTING INTERIOR WALL
	EXISTING FIRE RATED INTERIOR WALL TO REMAIN
	NEW INTERIOR WALL
	EXISTING FIRE RATED WALL
	NEW FIRE RATED WALL



REVISION

01/17/09 - 02/14/09 - ANNOTATE PER COMMENTS FROM CLIENT AND PERMITS OFFICE

02/14/09 - 02/14/09 - PERMITS OFFICE COMMENTS

02/14/09 - 02/14/09 - PERMITS OFFICE COMMENTS

02/14/09 - 02/14/09 - PERMITS OFFICE COMMENTS

A-3.0

LUIS A. LOPEZ
CONSULTING ENGINEER

445 MISSION HILL RD.
BOYNTON BEACH, FL.
561-735-4586
561-602-5003

REMODELING PROJECT FOR:
COSIFALERO, Inc.
1812 "A" ARAGON AVENUE
LAKE WORTH, FLORIDA. 33461

DATE: 02/14/09
PROJECT: REMODELING PROJECT

REVISIONS:

NO.	DATE	COMMENTS
1	02/14/09	PERMITS OFFICE COMMENTS
2	02/14/09	PERMITS OFFICE COMMENTS
3	02/14/09	PERMITS OFFICE COMMENTS

NEW LINE DOTTING LINE
EXISTING LINE
FIRE RATED WALL
561/735-4586



Mission:
To protect, promote & improve the health
of all people in Florida through integrated
state, county & community efforts.



Ron DeSantis
Governor

Scott A. Rivkees, MD
State Surgeon General

Vision: To be the Healthiest State in the Nation

Environmental Rules and Regulations

FLORIDA STATUTES: Title XXIX- Public Health

Chapter 386 –Particular Conditions Affecting Public Health

Part I – Sanitary Nuisances

386.01 Sanitary nuisance - A sanitary nuisance is the commission of any act, by an individual, municipality, organization, or corporation, or the keeping, maintaining, propagation, existence, or permission of anything, by an individual, municipality, organization, or corporation, by which the health or life of an individual, or the health or lives of individuals, may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused.

386.041 Nuisances injurious to health:

(1) The following conditions existing, permitted, maintained, kept, or caused by any individual, municipal organization, or corporation, governmental or private, shall constitute prima facie evidence of maintaining a nuisance injurious to health:

- (a) Untreated or improperly treated human waste, garbage, offal, dead animals, or dangerous waste materials from manufacturing processes harmful to human or animal life and air pollutants, gases, and noisome odors which are harmful to human or animal life.
- (b) Improperly built or maintained septic tanks, water closets, or privies.
- (c) The keeping of diseased animals dangerous to human health.
- (d) Unclean or filthy places where animals are slaughtered.
- (e) The creation, maintenance, or causing of any condition capable of breeding flies, mosquitoes, or other arthropods capable of transmitting diseases, directly or indirectly to humans.
- (f) Any other condition determined to be a sanitary nuisance as defined in s. 386.01.

Chapter 403 – Environmental Control

Part I – Pollution Control

403.161 Prohibitions, violation, penalty, intent:

(1) It shall be a violation of this chapter, and it shall be prohibited for any person:

- (a) To cause pollution, except as otherwise provided in this chapter, so as to harm or injure human health or welfare, animal, plant, or aquatic life or property.
- (b) To fail to obtain any permit required by this chapter or by rule or regulation, or to violate or fail to comply with any rule, regulation, order, permit, or certification adopted or issued by the department pursuant to its lawful authority.

FLORIDA ADMINISTRATIVE CODE

CHAPTER 62-296 – STATIONARY SOURCES – EMISSION STANDARDS

62-296.320 General Pollutant Emission Limiting Standards:

(1) Volatile organic compounds emissions or organic solvent emissions.

(a) No person shall store, pump, handle, process, load, unload or use in any process or installation, volatile organic compounds or organic solvents without applying known and existing vapor emission control devices or systems deemed necessary and ordered by the Department.

(2) Objectionable Odor Prohibited - No person shall cause, suffer, allow or permit the discharge of air pollutants which cause or contribute to an objectionable odor.

NOTE: *An objectionable odor is defined as any odor present in the outdoor atmosphere which by itself or in combination with other odors, is or may be harmful or injurious to human health or welfare, which unreasonably interferes with the comfortable use and enjoyment of life or property, or which creates a nuisance. [F.A.C. 62-210.200(219)]*

62-296.320 General Pollutant Emission Limiting Standards:

(4) General Particulate Emission Limiting Standards - The following emission limiting standards shall apply to emissions units of particulate matter not subject to a particulate emission limit or opacity limit set forth in or established elsewhere in this chapter.

(c) Unconfined Emissions of Particulate Matter:

1. No person shall cause, let, permit, suffer or allow the emissions of unconfined particulate matter from any activity, including vehicular movement; transportation of materials; construction, alteration, demolition or wrecking; or industrially related activities such as loading, unloading, storing or handling; without taking reasonable precautions to prevent such emissions.

3. Reasonable precautions include the following:

a. Paving and maintenance of roads, parking areas and yards

b. Application of water or chemicals to control emissions from such activities as demolition of buildings, grading roads, construction, and land clearing

c. Application of asphalt, water, oil, chemicals or other dust suppressants to unpaved roads, yards, open stock piles and similar activities

d. Removal of particulate matter from roads and other paved areas under the control of the owner or operator of the facility to prevent re-entrainment, and from buildings or work areas to prevent particulate from becoming airborne

e. Landscaping or planting of vegetation

f. Use of hoods, fans, filters, and similar equipment to contain, capture and/or vent particulate matter

g. Confining abrasive blasting where possible

h. Enclosure or covering of conveyor systems





STOP



WM 204 43





CITY OF LAKE WORTH BEACH

Community
SustainabilitySM

Item F.1

- Continuation of PZB 19-00500004: Consideration of a Conditional Use Permit to allow a medium intensity “fabrication services excluding retail display and sales” use at 1812 Aragon Avenue, Unit A

Site Location



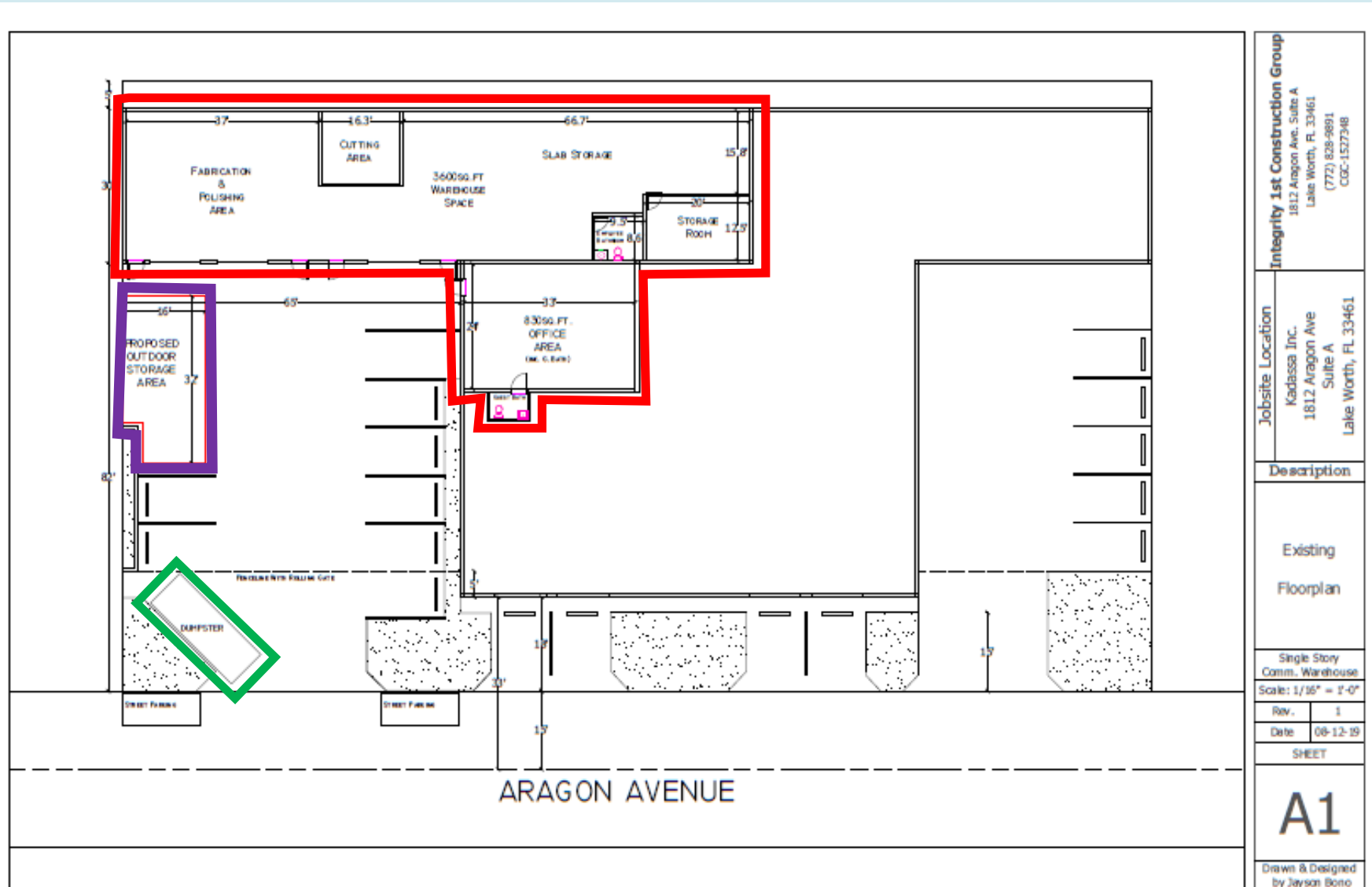
Background/Proposal

- Background
 - Applicant: Martin Arias of Kadassa Inc.
 - Owner: 1812 Aragon Ave LLC
 - Address: 1812 Aragon Avenue
 - Zoning District: Industrial Park of Commerce (I-POC)
- Request to the Board
 - Conditional Use Permit to allow the use a fabrication service excluding retail display and sales

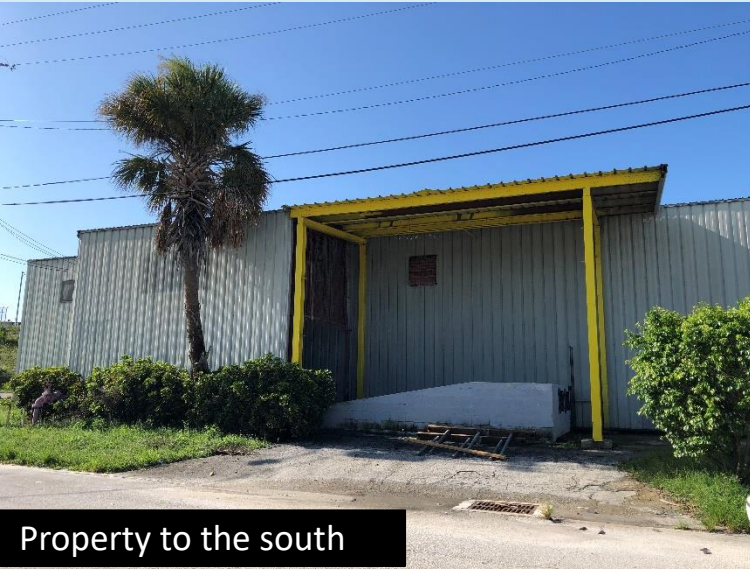
History

- Item was originally heard on August 7, 2019
- Original buildings were constructed in 1978
- An addition to connect the two buildings was approved in 1981
- A building permit to remodel Unit A into a wholesale bakery was approved in 2010
- There is one active business license for Unit A for a contractor
 - The representative for this project confirmed that there is a contractor working in the +/-800 square foot office space within Unit A. The office space is shared and the contractor does not work for Kadassa.

Site Plan/Floor Plan



Neighboring Properties



Property to the south



Property to the west



Neighboring units to the east



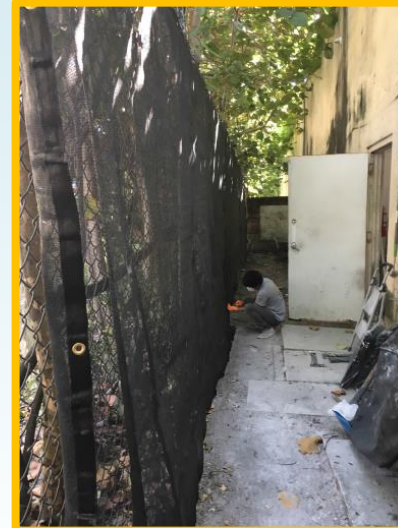
Property to the north



Property to the east

Existing Conditions

Site visit on 9/16/19,
showing wet curtains,
and fence and gate
screening



Site visit on 9/26/19 by
City Water, Sewer, and
Storm Administrator. She
stated that the business
was compliant with Water
and Sewer's regulations



Existing Conditions



Drain along property line



Drain along property line



Subject property, Bay A



Drain across the street, to the south



Driveway across the street, to the south

Existing Conditions

Street view, facing east



Street view, facing west



Analysis

- Consistent with the Comprehensive Plan
 - Policy 1.1.1.10 Industrial
 - Policy 1.1.2.12 Location Strategy for the Industrial Designation
- Consistent with the City's Strategic Plan
 - Pillar IV.A: Achieve economic and financial sustainability through a versatile and stable tax base
 - Pillar IV.D: Influence the supply and expansion of jobs
- Consistent with the general findings to harmony with the LDRs and protection of public interest (LDR Section 23.2-29(d))
- Consistent with the specific standards for all conditional uses (LDR Section 23.2-29(e))
- Consistent with industrial/manufacturing facilities design and performance standards (LDR Section 23.4-13(c)(7)(B)(1))

Analysis

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North (adjacent)	Industrial (I)	Industrial Park of Commerce (I-POC)	Warehouse/distribution
South (across Aragon Avenue)	I	I-POC	Warehouse/distribution
East (adjacent)	I	I-POC	Light Manufacturing
West (adjacent)	I	I-POC	Warehouse/distribution

Staff Recommendation

- The proposed Conditional Use Permit generally meets the criteria of the Comprehensive Plan and LDRs. Staff recommends that the Board review the application and the Code criteria outlined in the staff report in order to determine if the request is in compliance. Final approval shall be at the discretion of the Board.



CITY OF LAKE WORTH BEACH

Community
SustainabilitySM



DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

**Agenda
Regular Meeting
City of Lake Worth
Planning & Zoning Board
City Hall Commission Room
7 North Dixie Hwy; Lake Worth, FL**

WEDNESDAY, OCTOBER 02, 2019 6:00 PM

1. Roll Call and Recording of Absences: Present were: Greg Rice, Chairman; Anthony Marotta, Vice-Chair; Mark Humm, Daniel Tanner, Laura Starr, Brock Grill. Absent: Michael Glaser. Also present were: Alexis Rosenberg, Neighborhood Planner; Andrew Meyer, Senior Community Planner; Mark Stivers, Deputy Director for Community Sustainability; Pamala Ryan, Board Attorney; Sherie Coale, Board Secretary.
2. Pledge of Allegiance
3. Additions/Deletions/Reordering and Approval of the Agenda: None
4. Approval of Minutes:
 - A. August Regular Meeting Minutes
 - B. July Regular Meeting Minutes

Motion: M. Humm moves to approve the August 2019 and July 2019 Regular meeting minutes as presented, A. Marotta 2nd.

Vote: Ayes all, unanimous.

5. Cases:
 - A. Swearing in of Staff and Applicants: Board Secretary administered oath to those wishing to give testimony.
 - B. Proof of Publication: Provided in meeting packet.
 - C. Withdrawals/Postponements: None
 - D. Consent: None
 - E. Public Hearings:
 1. Board Disclosure
None

F. Cases-Unfinished Business:

1. PZB Project No. 19-00500004: Consideration of a request by Martin Arias of Kadassa Inc. for the approval of a Conditional Use Permit for a medium-intensity "fabrication services excluding retail display and sales" use at 1812 Aragon Avenue

Staff: A. Rosenberg presents case findings and staff analysis. Recap of the facts of the case based on the last meeting, more details are now available. Building permits are now part of the staff report. Originally constructed in 1978, there were 2 buildings. In 1981 there was a permit for an addition which connected building A & B. In 2010 there was a remodel for unit A, which then housed a bakery until approximately 2017. Kadassa now occupies that space. The active business contractor license (unit A) is for the approximate 800 square foot portion of the building, he does not work for Kadassa.

The waste container is a roll-off and is not regulated as a City dumpster. Site photos show wet curtains installed since last meeting as well as the slats in the fence. Additional vinyl screening in rear of property. A site visit and resultant photos show dust/sand debris along the street some of which may be coming from a building/property to the south. Parking-Public Services confirmed the street is owned by FDOT, who took possession @ 50 years ago and it remains with FDOT. As such the prevailing regulation is unless there are "No Parking" signs, parking would be allowed.

Board Attorney: As a continuation of the case from the previous meeting (August), the process is quasi-judicial, public comment was previously taken and that action was technically closed. Board asked staff to bring additional information regarding various aspects of the business and property, which they did. If the Board re-opens and starts the process over, all parties will be able to speak again including the public, affected parties as well as the applicant.

Board: G. Rice asks of staff: if they are currently operating? **Response:** yes. Do they have a business license? **Response:** No, they applied and were denied due to the need for a Conditional Use permit. Would the demolition dumpster be screened? Staff has proposed additional conditions (over and above those previously proposed). Staff reads additional conditions which include a 60-day limit to pay all fees. There are ten (10) additional conditions. Chairman clarifies that Board can modify, add, delete and change conditions.

D. Tanner- asks if the current location of the dumpster is acceptable? Staff indicates it is acceptable and not in the R-O-W. L. Starr requests additional information regarding the roll-off container vs. a dumpster and how it could be screened. Does not see screening on the gates. Staff verified the screening was installed on or about 8/7/2019. Staff explains the roll-off is provided by Solid Waste Management whereas a dumpster would be provided by city services; additional shrubs or trees could added to the site at that location but it would still be open on one side, not fully screened. Per code, permanent roll-offs can be located in the R-O-W (right of way); in this case the owner has chosen to keep the roll-off within their property lines. B. Grill has concerns about the business license and what assurances are there that fines will be paid?

M. Stivers states it is an open code compliance case and fees must paid in order to obtain the business license. B. Grill would like the fines to be paid before coming to the Board. They have had ample opportunity to pay the fees in the last two months. M. Humm questions why the applicant would pay the fees if a possibility exists that the Board would deny the project?

Board Attorney: Reminds Chair he has the option for allowing additional comment from the applicant, affected parties and the public since there is additional information available. In light of the additional information made available and persons present in the audience who may have interest, chairman allows additional comment from the public, affected parties and applicant.

Applicant: Jason Bono- feels he has done everything in good faith. All code issues have been resolved with the exception of this conditional use case. Will screen the dumpster and wants to be in harmonious concert with the neighboring businesses.

Board: L. Starr- how frequently does roll-off get picked up? **Applicant:** 1 time per month. As it is expensive, they try to get it filled before calling for pick-up. Occasionally overflowed by others. It is not a scheduled pick-up.

Board Attorney: Received communication from an affected party who requested additional time to speak.

Affected Party Attorney: Jason Mankoff of Ciklin Lubitz- representing Daniel Hiatt and Frederick Schmidt who jointly own 22,000 square feet and have eight (8) tenants. Requests denial. Applicant is responsible for meeting the burden of proof and fails to do so in the application. Mentions the application for business license was denied in 2017. Attorney presents and explains the photos from a site visit on Friday prior. The photos depict dust, parking issues, wet curtains that do not reduce the impact, dumpster, open gates, why is this the only lot that allows a roll-off for construction debris? It is high impact. This is a public dumping area, people know about the roll-off and take advantage of the availability. Parking spots are inaccessible and not available for parking as trucks back up into the area. There is a retail element to the operation and it unknown whether a wholesale element exists. A tenant auto upholsterer has to detail the cars he has worked on and is generally unable to keep overhead doors open. The site is not in harmony, nor compatible per the City Code. Points out perceived possible violations to the code i.e. runoff to storm water drain. Mentions that 'the staff report indicates "they have generally met" the substantial evidence requirement'.

Board: L. Starr: inquires as to when the Attorney was there? **Response:** Monday. A. Marotta has concerns about the relationship, previously alluded to, with a fabrication shop across the street with unresolved code issues. Defers response until later. B. Grill: asks who the attorney is representing? **Response:** Only the 2 clients with their longstanding tenants.

Mr. Mankoff questions his clients: Frederick Schmidt has owned the property for over 20 years and periodically visits the site, 1 or 2 times per week. The gate is generally open. Regarding the other fabrication company? They tried to get them to mitigate the dust. Is there a possible relationship between the two businesses? Not familiar with that.

Daniel Hiatt- visits the property daily as managing partner of the property with a property on each side of street. The gate is usually open and they have many suppliers and end users picking up product. Regarding the other fabrication company, due east of southern building, there was a constant battle. His tenants include: window tinting, engineering, junk king, high tech stereo and auto upholstery. The fabrication people on the south side finally left.

Why do you believe there is a relationship between the subject business and the property to the south? The owner of the property was one of the largest suppliers of slab Jaifa granite, Benny Installations was the name of the business. All the sub-contractors, suppliers and employees go back and forth, he sees the same people that were seen at the defunct business.

Staff asks questions of Attorney, D. Hiatt, and F. Schmidt.

M. Stivers states he has not heard or seen, as was mentioned, of any direct proof of a business relationship with prior tenant on the south side of the street. Attorney stated he would provide proof. Is that just a statement that was made?

Affected Party Attorney states there is no proof, but the intent is that his clients have had four years of dealing with a similar situation across the street and now there is the subject business without a license.

M. Stivers then reiterates that no proof can be shown that a relationship exists between the two businesses. No statement of any kind can be made connecting the two businesses.

D. Hiatt- it's a subcontract business, he sees the same people come to this place that came to the other tenant. He sees the same subcontractors with the same pickup trucks.

M. Stivers- They are similar businesses using similar contractors, that is the nature of the business with suppliers and contractors, therefore there is no relationship exists between the two businesses.

M. Stivers – Have you seen the gate closed during business hours? D. Hiatt and F. Schmidt- response is no from both parties.

M. Stivers states this can be a condition of approval, should the Board so choose, that the gate must be closed except in times of delivery and the screening shall be in place.

Applicant states the gate is generally open, occasionally closed when not expecting supplies.

Everyone agrees it is closed after hours.

Board Attorney: In moving forward with a decision, Board must weigh the credibility of the various parties.

Affected Party Attorney: asks M. Stivers what his role is within the Department. Response: Operational Director over Planning & Zoning, Historic Preservation, Code Enforcement, Building, and Business License divisions for the Department of Community Sustainability. J. Mankoff believes M. Stivers to be pro-business development and looking out to try to bring economic development to the City.

Public Comment: None, closed.

City stands at this time.

Applicant: The mesh screening, (wet curtains) have the misting water system on only when actively cutting so as not to waste water. Those photos may show it blowing in the wind when it is not on and there is no cutting. Describes the unpaved, white shellrock road to the east of subject property (near Tru-Green business) which kicks up dust. They have been there for 2 years operating without complaint (prior to the time that Benny left).

Board: A. Marotta- Regarding photos of pickup trucks with small slabs, is that part of a wholesale activity and they are being brought to the site?

Applicant: J. Bono explains they are leaving with the wholesale product.

Applicant points out that other businesses (Photo page 8) also have trucks with deliveries and supplies that back into sites, that is normal, typical business procedure. To say the subject property is the only business interrupting the flow of traffic is not accurate.

Board: G. Rice- (in reference to the photo on Page 7 indicating a white slab) Is that a finished countertop?

Response: That is an unfinished countertop, they are not backed into his property. Applicant clarifies that they work with multiple contractors. Applicant states the hard goods are chosen by an end user at another location. The goods are then delivered by a supplier for fabrication. There are no retail displays, the hard goods are at the distributor who then delivers to Kadassa.

L. Starr- isn't this retail?

Response: Applicant does not profess to being an attorney to know the definition of retail. Retail, in his opinion is buy a product sell a product. Their clientele is typically a contractor.

L. Starr- Do all cars park onsite? Is he a full time employee and is he there everyday?

Response: Yes and he does his best to make sure no one parks across street or in a spot that does not belong to them. Photos 2,3,4. There are two (2) vehicles in the on street parking spots (parked against traffic). Applicant believes the black vehicle is a contractor vehicle. He cannot control the way people park. B. Grill- Referring to page 8 photo, a very large shipment resembles what might be wholesale. Other photos (pages 6 and 7) look more like retail, small jobs. Applicant explains that is a contractor coming to pick up fabricated material. B. Grill views the single customer coming to the applicant contractor is working through fabricator as a single buyer which is retail.

M. Humm believes the installer is not performing a "retail" function by picking up a fabricated product. The end user is the homeowner, not the contractor picking it up. A. Marotta agrees that does not represent a retail action. Applicant doesn't display or sell individual pieces they do however on occasion install directly.

A. Marotta addressing staff: Regarding competent substantial evidence. With regard to the allusion to the 4 year code battle of neighboring property, has the applicant had any code complaints during that time?

M. Stivers- The lack of a business license was brought forward by code in 2017 but was denied due to the need for a Conditional Use permit.

Board attorney- was it in reference to a public or city generated complaint? Staff confirms the recorded date of a public complaint was in this year (2019). G. Rice inquires as to how long the code case has been open? June 3, 2019 was the recorded date of complaint. The complaint arose in 2019, the business was in operation at the location since 2017.

L. Starr- Asks for clarification on the difference between light industrial compared to medium and where are those areas? G. Rice asks for the exact zoning of the parcel as it stands today.

M. Stivers – This is the Industrial Park of Commerce (IPOC), with a full range of light to heavy industrial uses. The other zone is Artisanal Industrial (AI) which is more focused on arts manufacturing.

Board Attorney reads from the Code and definition of IPOC, some uses are permitted by right, others require administrative review but this case is considered medium to high intensity, that is why it is before Board. Code definition also allows for the establishment of "certain other uses that are compatible with industrial operations".

M. Stivers describes the boundaries of the IPOC zone. It was annexed into the City

M. Humm asks about the area and zoning near Pope Lane? That is the Artisanal Industrial Zone (AI). B. Grill questions the proximity to the school and is there a distance separation? M. Stivers states there is no standard for that. L. Starr confirms that light, medium and heavy industrial is allowed within IPOC. M. Stivers states code dictates according to size, low, medium and high intensity uses based upon square footage or size of the business. A. Rosenberg reiterates Aragon Ave, as well as the shellrock portion of the road, belongs to FDOT for the last fifty (50) years but City will not take ownership until FDOT improves the road.

Affected Party Attorney: The complaint did not come from his clients. Pictures show the slabs being delivered. I can send my contractor to buy it, that's retail. Intent of IPOC is confusing, size (square footage) is not a good basis for determining intensity. "Certain uses" does not mean all other uses. Code is clear in that all conditions must be met, indicates that all ten items are not met so it should be denied, lastly the applicant has the burden of proof.

M. Stivers-Traffic Concurrency Exception Area, there are two (2) in the City and one is in IPOC

Motion: M. Humm moves to approve PZB 19-00500004 subject to staff recommended conditions (14); D. Tanner 2nd. A. Marotta asks whether the two (2) additional conditions were to be included:

- The gate to be closed except when accepting deliveries.
- Additional Landscaping to be installed around one side and one end of the roll-off.

G. Rice states there is a need for roll offs but typically limited to @ 90 days. L. Starr- have there been instances where a dumpster enclosure is required by code. M. Stivers reminds Board that roll-off standards are different because they are not required to be screened, they are not city containers.

B. Grill believes it is not in the spirit of the code. Ridiculous that they have not had a business license for two (2) years.

M. Humm amends his motion to include the additional conditions; D. Tanner 2nd the amended motion.

Roll Call Vote: 5/1 motion to approve carries; L. Starr-yes, D. Tanner-yes A. Marotta-yes G. Rice-yes M. Humm Yes; B. Grill- nay.

G. Cases-New Business:

1. PZB Project No. 19-00000007: Consideration of a request by Emily Theodossakos of the Lake Worth Beach Community Redevelopment Agency and Glayson Leroy for the approval of three murals in the City as part of the annual FOCUS event

Staff: A. Rosenberg-The first proposed mural would located at the Tuppens business at 10th Ave North and Dixie Hwy. 1002 N Dixie Hwy. The second mural at 1121 Lucerne Avenue, the Hatch Building and last 1213 Lake Avenue.

Applicant: Emily Theodossakos, CRA- G. Rice asks if the mural at 1213 Lake Avenue will be glued on?

Response: No, it will be painted on the boards. Tuppens will be one long mural covering all four facades. The Octopus will be coming down. G. Rice asks when the FOCUS events begin -November 15.

Meet the artist: Sami Makela- local artist. Tuppens mural will be 9 feet high then 11 feet high, under blue line.

Motion: A. Marotta moves to approve PZB 19-00000007 subject to staff recommended Conditions of Approval; B. Grill 2nd.

Vote: Ayes all, unanimous

2. PZB Project No. 19-00500005: Consideration of a request by Vivian Vega of Gaspar Alternative, Inc. for the approval of a Conditional Use Permit for a low intensity "out patient clinic/medical office" use at 326 North Dixie Highway

Staff: A. Meyer- presents case findings and analysis-A high, medium and low intensity medical office is a conditional use permit that requires Board review, the specialty retail portion is permitted by right. Applicant put forth there will be a cross access parking agreement with property to the south 318 S Dixie Hwy, which is the same property owner, just a separate parcel. 318 S Dixie Hwy has 12 spaces available but only requires 6 spaces, so there would be a surplus of parking available (an estimated 3 spaces would need to be borrowed.).

Applicant: Vivian Vega-326 N Dixie Hwy- Miracle Leaf franchise. Currently owns a franchise in Dania Beach. Doctor hours on-site would be 4 hours on Tuesday and Thursday offering a pathway to healthy living. Evaluate the patient to determine if they meet qualifications as set by the State of Florida. The retail portion is for CBD products and T-shirts etc. She is a Franchisee not the Franchisor.

Board: B. Grill: Questions why applicant would want to issue the cards but not dispense? Ms. Vega states they are not a dispensary. State law dictates the dispensary and the prescribing businesses must be separate. A. Marotta- Wants to understand how the issuance of the card is related to the retail portion of the business.

Applicant: Many people are not necessarily looking for the card but would like to purchase CBD products as a sleep aid or for pain relief. The process would be: Patient comes with a diagnosis from the primary care physician. The patient would meet with the Tuesday/Thursday doctor who will determine if they might be eligible for the card. If the doctor determines the person is eligible, they would then assist the person in obtaining the card. The evaluating doctor must have State certification in order to evaluate. Applicant states not everyone will be approved, some people just want cards and have no medical records with them or referrals. The CBD retail products are an alternative. G. Rice asks about renewal. Ms. Vega states the annual renewal fee is \$75 for the license. The annual renewal fee goes to the state. L. Starr-do the medical records go to the state? No, the medical records stay in the file however the evaluation documentation, is submitted weekly to the State but has no names or discerning information, only numbers. L. Starr asks about the parking situation. Questions whether the cross access agreement would be null and void if the property owner sold the other property.

Property owner: Doralee Asher-has parking in the rear of the property at 318 N. Dixie Hwy. There are five (5) spots at the rear of the property of which 2 would be for applicant plus 3 spots on the south side. Other tenants are her own business and a pizza store. There are questions about the signage.

Board: A. Marotta- in clarifying the parking agreement discovers there are 3 spots are included in that agreement. L. Starr asks about dispensaries-M. Stivers explains the results of the previous moratorium and states there are no limitations on number of offices or separation distances. A. Marotta-what is difference between this use and Dr. G's? M. Stivers states Dr. G's is urgent care. Essentially the same, a medical office. Parking requirement per the use is 3 spaces.

Board Attorney asks how many spaces are required for the building?

Staff: For Mixed-Use districts in the core area, parking requirements state that no additional spaces are required, whatever is on the site is permitted. Medical uses which are conditional uses require additional spaces. A. Marotta mentions according to gross proceeds the volume must be good for only having 3 parking spots.

B. Grill asks if there will be online sales as well? **Response:** no.

Public Comment: None

Motion: B. Grill moves to approve the PZB 19-00500005 and staff recommended conditions as well as a shared parking regulation to be reviewed by the city attorney. M. Humm 2nd. B. Grill amends motion to "review and approve the shared parking agreement"; M. Humm 2nd.

Vote: Ayes all, unanimously.

3. PZB Project No. 19-01300001: Consideration of a request by John Rinaldi, Thomas Greene, and Robert Knight for the approval of a Rezone of 109, 121, and 125 North Golfview Road from Low-Density Residential to Downtown

Staff: A. Meyer presents case findings and staff analysis. Prior to 2012 the Future Land Use for one subject parcel, was Downtown Mixed Use; after which the other 2 parcels (previously High Density Residential)joined in becoming Downtown Mixed-Use.

Applicant: John Rinaldi 109 N Golfview- After learning of 6 Lucerne coming before the Board for a conditional use for an extended stay hotel, he determined he too could possibly obtain DT zoning. The 3 adjacent property owners discussed this possibility and decided to file a single application. At this time none of the applicants intend a change in use, but would like to avail themselves of the possibility for other uses in the future.

Board: B. Grill: Paraphrasing, according to his understanding, states “3 property owners got together to save monies by filing one application and increase their property value on a possible resale”.

Applicant #1: John Renaldi: States no that is not what he said. He was advised that all the properties could join in a single application or file individually. He was never aware that the properties to the south on him were ever zoned downtown. Should someone ever come to the adjacent property and turn it into a Dunkin Donuts (because it has DT zoning), why should he not have the same opportunity? He would like to have consistency in zoning on the street and wants to be part of the consistency.

Board: The more northerly parcel would remain Multifamily as well as Mango Inn on the street to the west. Regarding questions about the zoning of the area; there are several other zoning districts that correlate to the Downtown Future Land Use designation. Regarding the intent of persons seeking to rezone, is it normal for individuals to do this? Yes, it is not uncommon and the fact that it is more than one property owner shows a consensus.

Staff: It is not uncommon to bring the zoning into compliance with the Future Land Use map.

Applicant#2: Robert Knight 125 N Golfview- is not looking to change anything, has lived here for six (6) years, he loves living here. He rented the property prior to purchasing and is not petitioning in order change something.

Board: A. Marotta for staff: Is it the intent of the City to make it part of the commercial core? **Response:** Yes.

Public Comment:

- Susan Guyaux (property owner) 131 N Golfview Rd unit 3. –There is too much commercial space now and this will only result in less residential. Downtown businesses need people who walk downtown. Believes it is spot zoning.
- William Feldkamp (property owner) 108 Lake Ave. Loft 205- Believes it to be overly ambitious upzoning without any project attached to it. Thanks to Burt Harris it normally cannot be reversed. The One has been open for over a year and has yet to open any commercial retail as well as the CRA space at Lucerne and North F St thanks to the ‘Amazon’ effect on retail. Unintended consequences of upzoning, can be seen in the area of 6th Ave S and 10th Ave N; homes (at least 12 vacant lots) which changed to MU approximately 5 years ago, who may have had the intent of selling to developers, have let the properties fall into disrepair. Taxes have been lost and there is no new tax base from new projects. 125 N Golfview is already boarded. True the Comprehensive Plan is the future but there is no specific proposal accompanying this request. Please deny or defer for 5-6 month a market study and for applicants to show intentions.
- Don Rosenshine of 131 N Golfview Unit 3 -When you buy out of state, and review appraisals etc, who has the thought to check a 10 year plan? Realtors are not obligated to inform. Because of the transitory nature of South Florida population, it becomes irresistible to change zoning as is evidenced by the absence of the other 2 applicant owners. The recently changed south parcel is now advertising a café. If this was happening in Parrot Cove the outcry would be much greater.
- Connie Vieaux-(property owner) 125 N Lakeside Dr- Opposes because of the possibility of six (6) story buildings blocking view. Not anti-development. Does not support the rezoning.
- Linda Mahoney- (property owner) 325 North O St- Remembers when FLU map was created and states that at the time notice was not given to individual property owners because it was the City doing it. If it is to be done, include the northern parcel, do the entire block. Is it just coincidence that many snowbirds are not in town? Why was the meeting not on the City calendar?

Board Attorney states the Planning & Zoning meeting is always the same time, 1st Wednesday of the month.

Swearing in of John Rinaldi and Robert Knight.

Applicant: John Rinaldi-When he purchased the property, the Gulfstream hotel was open as well as the restaurant and bar; all residents on the street was very aware; the most recent approved construction plans also included retail, restaurant and bar. Had also been surveyed regarding the possibility of moving the clubhouse for the golf course to the east of his property. Has had his property available for sale and has been questioned as to what could be done with the property. Last year when 6 Lucerne Avenue rezoned, insinuates there may be a café there.

B. Grill asks applicant to move forward to the point. Chairman pre-empts and allows further testimony.

Co-applicant: Robert Knight- With regard to the shutters, they were up because of hurricane season and Dorian and he will be taking them down soon.

Board Attorney: They have to be taken down, have had several inquiries. Chairman states it is a safety issue. B. Grill inquires about density. Staff indicates MF-40 (multi-family 40) is a zoning designation in the code. There are other ways to increase density.

Chairman: Asks about whether the meeting was on the calendar. M. Stivers states staff has followed the procedure and protocol for having the meeting put on the City Calendar, will follow up with the responsible parties.

Board Secretary: States the agenda and entire backup is available at the City Hall, Library and offices at 1900 2nd Ave North.

Chairman: In this day and age when everyone is dependent upon cell phones to tell us what to do and when, is inclined to re-advertise.

Board Attorney clarifies Planning & Zoning has always been the first Wednesday of the month. The advertising procedures were followed for the project, State requirements have been met. Believes Ms. Mahoney is referring to the meeting in general not being shown on the City Calendar as an event. The agenda was posted and project advertising has met State Statute requirements.

Motion: A. Marotta moves to recommend denial of PZB #19-01300001 to City Commission because the applicant has not established by competent substantial evidence that the application is in compliance with the City of Lake Worth Beach Land Development Regulations (Chapter 23.2-36). In particular inconsistency with the Comprehensive Plan, incompatibility with the use of adjacent properties and a negative effect on the surrounding properties D. Tanner 2nd.

Board discussion: A. Marotta's concern is there is no proposal or intended purpose and once the zoning is changed it opens up an entire new realm, the upzoning of residences. B. Grill- Agrees with A. Marotta about why applicant wants to upzone. Downtown zoning allows for prime retail and commercial uses. There is already an excess of vacant, commercial space. G. Rice in reference to the Burt Harris Act; In the 70's the City put in its charter the ability to go to 100 feet. That part of the Charter has since been changed. Don't believe all that you hear, you buy the property but not the zoning.

Vote: 4/2 deny M. Humm and L. Starr dissenting.

4. PZB Project No. 19-03100003: Consideration of Ordinance 2019-XX, proposed amendments to Chapter 23 of the City of Lake Worth Beach Code or Ordinances

Recommendation to change four (4) sections of the Land Development Regulations (LDR)

- Sustainable Bonus Incentive Program in order to better align with the Comprehensive Plan. Add and include Florida Green Building and other nationally recognized, accredited sustainable rating programs. Incentive rate in IPOC to \$1.50 square foot as opposed to \$5.00.

- Development of Significant Impact-change in definition/description. Amending thresholds upward from 45K to 100k square feet for commercial, office and industrial developments, and from 50 to 100 for new residential units.
- Changes to Planned Development District: Adding a tiered bonus level on top of Sustainable Bonus Incentive if the project is in a Planned Development District. Density, intensity and height incentives.
- Transfer of Development Rights (TDR)- add language to establish the Transfer Development Rights (TDR) program within the City to allow one additional story of no more than 15 feet in overall height, an increase in overall density of 10 units per acre, and An increase in overall floor area ratio (FAR) of 10%.
 - Medium and High Intensity Conditional Use, Industrial/Manufacturing Facilities.

Eliminating lot size requirements in industrial areas

Add additional standards for recycling facilities

1. All production and processing shall be restricted to an enclosed building.
2. Outside storage of source materials prohibited;
3. adding hours of operation restrictions;
4. provisions and systems installed to address noise, dust and odor emissions.

Board: A. Marotta-Planned Development District-Would it have an effect on surrounding areas? or only within that development? RE: Cloisters spillover parking would it cause a PDD to relax parking requirements. Line 63 of ordinance.

Staff: M. Stivers- The Planned Development District (PDD) design standards are adopted by City Commission who can relax the standards (to be different from standard code) as long as it can be justified why.

Board: A. Marotta re: Transfer of Development Rights (TDR)- “selling” off of unused rights for city owned property only, can they be gotten back or are they stuck with what is left? Is it a permanent Deed restriction?

Staff: M. Stivers they can buy it back, otherwise the short answer is no. Board Attorney advises City Code could again be changed.

Board: B. Grill asks why reduce the sustainable bonus (down to \$1.50) and lose revenue because the developer is still benefitting? D. Tanner views it as an incentive for a business owner who might not otherwise come here, the problem (of reduced cost) might only exist when too many people want to build here.

Public Comment:

Ouari Hardy- Typically the money is spent on within the developing property. Thinks the Sustainable Bonus program is too complex and should just let them go to height by right. However if it exists it is an intelligent was to go about it. **Staff:** M. Stivers- it is generally an improvement but not a contribution to the general fund. Believes parking is the most expensive thing that we do to development and being able to relax the parking for a Planned Development District is beneficial. Likes this. Going in right direction.

Motion: A. Marotta moves to recommend approval of PZ/HRPB 19-03100003 to City Commission M. Humm 2nd.

Vote: Ayes all, unanimous.

6. Planning Issues: None
7. Public Comments (3 minute limit): None
8. Departmental Reports: None
9. Board Member Comments: Questions about the progress of O'Reillys, Golden Roads, Extended Stay sign permit 6 Lucerne, and Lake Cove encompasses 13.5 acres.
10. Adjournment: 9:48 pm

Submitted By:

Sherie Coale
Sherie Coale, Board Secretary

Minutes Approved:

11/7/19
Date



**ORDER OF THE PLANNING AND ZONING BOARD
OF THE CITY OF LAKE WORTH, FLORIDA**

PROJECT NAME: Kadassa Inc. PZB 19-00500004

APPLICANT/CONTACT: Martin Arias of Kadassa Inc.

APPLICANT'S ADDRESS: 1812 Aragon Avenue, Unit A, Lake Worth Beach, FL 33460

DATE OF HEARING: October 2, 2019

APPROVAL SOUGHT: Conditional Use Permit to allow the use of a medium-intensity "fabrication services excluding retail display and sales" use at 1812 Aragon Avenue, Unit A, within the Industrial Park of Commerce (I-POC) zoning district.

LOCATION OF PROPERTY: 1812 Aragon Avenue, Unit A

PCNs: 38-43-44-21-04-005-0170

 X THIS MATTER came to be heard before the Planning and Zoning Board of the City of Lake Worth, Florida, on the date of hearing stated above. The Board, having considered the application by the Applicant, the materials submitted by the Applicant, the staff reports and having heard testimony from the Applicant, members of city administrative staff, and the public, finds as follows:

1. Application for the Conditional Use Permit was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant

 X HAS

 — HAS NOT

established by substantial competent evidence a basis for the approval requested.

3. The conditions for the Conditional Use as presented by administrative staff, or suggested by the public and supported by substantial competent evidence are set forth in the CONDITIONS OF APPROVAL, attached.

4. The Applicant's application for a Conditional Use is hereby

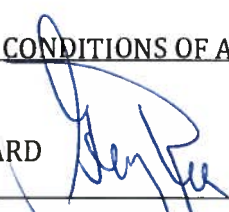
 X GRANTED subject to the conditions referenced in paragraph 3 hereof.

 — DENIED

5. This Order shall take effect as of the date of hearing, October 2, 2019.

6. All further development on the property shall be made in accordance with the terms and conditions of this Order.

7. Other CONDITIONS OF APPROVAL

CHAIRMAN on behalf of the BOARD 

BOARD SECRETARY 

DATE: November 7, 2019

CONDITIONS OF APPROVAL

PZB CASE No. 19-00500004

1. The business shall have 60 days from the date of the Board approval to obtain a City of Lake Worth Beach Business License. Per LDR Section 23.2-29(k), a conditional use permit granted by the Planning and Zoning Board shall be void after one year from the date of the approval unless a building permit has been issued for the construction of all facilities provided in the site plan associated with the conditional use or otherwise needed to house the use, and construction is diligently pursued. However, based on the meeting minutes from the August 7, 2019 Planning and Zoning Board meeting, it was discussed to place the 60 day condition on this particular business because they had been operating without a business license since 2017.
2. Per LDR Section 23.2-29(g)(1), prior to obtaining a City business license, all outstanding code enforcement fees and fines related to the project site shall have been paid to the City.
3. Per LDR Section 23.4-19, all outdoor storage shall be completely screened from all public rights-of-way and any adjacent property that is zoned for residential or mixed use. Therefore, screening shall be maintained to ensure that the outdoor storage is not visible from Aragon Avenue. The gate shall only be open when vehicles are pulling in and out of the site. At all other times the gate shall be closed in order to minimize the visibility of the outdoor storage.
4. Per LDR Section 23.4-10(b)(3), unless a Unity of Title is recorded with another parcel, all parking spaces shall be located on-site, at 1812 Aragon Avenue.
5. Per LDR Section 23.4-13(c)(7)(B)(e), all fabrication, including cutting and polishing of the materials, shall take place within the building.
6. The roll-off container shall remain within the property lines of 1812 Aragon Avenue. While Code Section 12-2(b)(4) states that permanent roll-off containers can be located in the right-of-way, it was discussed at the August 7, 2019 Planning and Zoning meeting to keep the container on site.
7. The roll-off container shall have a continuous landscape screen along the west and south sides to minimize visibility from Aragon Avenue.
8. The applicant shall continuously ensure compliance with Chapter Two, Article Seven, Division Two, Prohibited Discharge Standards, of the City's Code.
9. Per the Florida Department of Health, all businesses shall comply with the General Pollutant Emission Limiting Standards (Section 62-296.320 F.A.C.).
10. The wet curtains that have been installed to mitigate dust pollution shall be maintained for the duration of the fabrication services use, and replaced when necessary.
11. Per LDR Section 23.2-29(j), conditions and requirements stated as part of the approval of a conditional use shall be a continuing obligation of the property owner unless and until the conditional use shall expire.
12. In the event of a legal challenge to this approval, the applicant shall be responsible for all costs to defend the action of the city in approving any and all permits related to this application. Should the applicant fail to enter into an agreement fund the costs of litigation, the city, at its discretion, may rescind this approval and revoke all permits issued.
13. Per LDR Section 23.5-1(b), all proposed signage shall require review and approval of a building permit.

14. Per LDR Section 15-24.2, no person shall make, continue or cause to be made any unreasonable noise or disturbing noise. [Section 15-24.2]

Legal Notice No. 36156

PLEASE TAKE NOTICE that the City of Lake Worth Beach, Florida, City Commission will hold a public hearing to hear an appeal of a decision of the Planning and Zoning Board in the City Hall Commission Chambers, 7 North Dixie Hwy., at 6:00 PM or as soon thereafter as possible, on Tuesday, February 4, 2020. The meeting or public hearing may be continued by the Commission from time to time as required. The appeal being considered is as follows:

PZB Project# 19-00500004, a request by Jason Mankoff of Ciklin Lubitz on behalf of Daniel Hiatt and Frederick Schmidt, to appeal the Final Order rendered by the Planning and Zoning Board on October 2, 2019, and issued on November 7, 2019, which approved a request for a Conditional Use Permit to allow the use of a medium intensity fabrication service excluding retail display and sales at 1812 Aragon Avenue, Unit A. The subject parcel is located in the Industrial Park of Commerce (IPOC) Zoning District. The subject property's PCN is 38-43-44-21-04-006-0170.

Because this is an appeal, the City Commission will not be taking new testimony but will consider the record from the Historic Resources Preservation Board meeting. Public comment may be allowed. 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. (FS 286.0105). In accordance with the provisions of the American with Disabilities Act (ADA), this document may be requested in an alternative format. Persons in need of special accommodation to participate in this proceeding are entitled to the provision of certain assistance. Please call 561-586-1659 no later than five (5) days before the hearing if this assistance is required. Publish: The Lake Worth Herald
January 23, 2020

BUSINESS OFFICE GENERAL (BTR) 90.828
 ACTIVE IN
 /07/2017
 /30/2015
 /30/2015
 /30/2016
 /30/2016
 0.828

FABRICATION OF COUNTER TOPS GRANITE
 33
 /07/2017 by AMONTES

MARTIN ARIAS
 8 SPARROW DR #B
 ROYAL PALM BEACH FL 33411
 (561) 588-1444

Business Information

Business number: 23700
 Business name: KADASSA INC
 Mailing address: 148 SPARROW DR #B
 ROYAL PALM BEACH FL 33411
 Location address: 1812 ARAGON AVE A
 Business phone: (561) 588-1444
 EMERGENCY PHONE: (561) 795-4732

Charges/Renewal Summary

Charges summary	Lic/Transfr	Add'l Chrg	Pen
Amount charged:	95.72	35.00	
Amount paid:	95.72	35.00	
Amount due:	.00	.00	

Unposted/Unapplied receipts

New/transfer unposted:	.00
New/transfer unapplied:	.00
Renewal unposted:	.00
Renewal unapplied:	.00

Renewal Summary

Month:	OCT	NOV	DEC	JAN	FEB	MAR	APR
Year:	15	15	15	16	16	16	16
Renewal status:	R	R	R	R	R	R	R

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: February 4, 2020

DEPARTMENT: Commission

TITLE:

US-1 Multimodal Corridor Study

SUMMARY:

The Palm Beach Transportation Planning Agency (TPA) will be presenting on the US-1 Multimodal Corridor Study that began back in 2017.

BACKGROUND AND JUSTIFICATION:

On Dixie Highway throughout the Lake Worth corridor, there are multiple opportunity zones for lane repurposing/elimination. Should the City wish to move forward and explore these possibilities, an FDOT approved traffic study would be necessary. The TPA could contribute up to \$50k for this study. Following their presentation to the Lake Worth Community Redevelopment Agency on January 14th, the CRA is now also willing to contribute an additional \$50k for this traffic study. The City would be responsible for any additional funds needed OR possibly provide in-kind services in lieu of payment.

MOTION:

Move to approve/not approve proceeding with a traffic study illustrating the impacts of lane repurposing on current and future vehicle congestion with the understanding that the City's contribution shall be in-kind services (to be agreed upon with the TPA) or an amount not to exceed \$30k.

ATTACHMENT(S):

Fiscal Impact Analysis N/A