CITY OF LAKE WORTH
7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 28, 2014 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION:** Offered by Pastor Sherry Colby of Victory Worship Center

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

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

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

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

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

8. **APPROVAL OF MINUTES:**

   A. City Commission Special Meeting - January 7, 2014
   B. City Commission Meeting - January 7, 2014

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

   A. Resolution No. 06-2014 - declare expenditures of City funds as valid public purposes

   B. Second Amendment to the Interlocal Agreement for the Beach Redevelopment Project to modify the project elements and extend the project end time

   C. Reapprove an amended Thrift Store Interlocal Agreement with the County for the disposal of obsolete or unnecessary City equipment and materials

   D. Amendment 001 to CDBG Interlocal Agreement for 5th Avenue North Improvements Project to modify a reference to the project location

   E. Ratify members to various City advisory boards

10. PUBLIC HEARINGS:

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

A. Ordinance No. 2014-07 - First Reading - amend the City Tree Board to provide for the election of its officers and schedule the public hearing date for February 11, 2014

B. Agreement with Mock Roos & Associates for design and bid phase services for the Water Treatment Plant Disinfection System and Instrumentation Improvements

C. Agreement with Mock Roos & Associates for permitting, bid and construction phase services for the Rehabilitation of Regional Forcemain Air Release Valves

13. LAKE WORTH ELECTRIC UTILITY:

A. CONSENT AGENDA:

B. PUBLIC HEARING:

C. NEW BUSINESS:

1) Contract with Level One, LLC for Utility billing processing, printing and mailing services

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. February 11, 2014 draft Commission agenda

16. ADJOURNMENT:

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

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

MINUTES
CITY OF LAKE WORTH
CITY COMMISSION SPECIAL MEETING
JANUARY 7, 2014 – 4:00 PM

The meeting was called to order by Mayor Triolo on the above date at 4:26 PM in the City Manager's Office, located at 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and John Szerdi (arrived at 5:00 PM). Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

2. CITY ATTORNEY ANNOUNCEMENT:

City Attorney Torcivia announced that, pursuant to Section 286.011(8) Florida Statutes, he desired advice concerning pending litigations in the case of Street Outdoor, LLC versus City of Lake Worth Case No. 502011CA006649XXXXMB for approximately 15 minutes and the case of Joseph Viera versus the City of Lake Worth Case No. 502010CA000606XXXXMB for approximately 20 minutes. He said the following individuals were in attendance: Mayor Triolo, Vice Mayor Maxwell, Commissioners McVoy and Amoroso, City Manager Bornstein, himself, and a Court Reporter.

3. MAYOR ANNOUNCEMENT:

Mayor Triolo announced that, pursuant to Section 286.011(8) Florida Statutes, the City Commission was commencing a closed door attorney-client session for the purpose of discussing pending litigations. The estimated length of the session was one hour.

4. RECESS:

Mayor Triolo recessed the meeting at 4:26 PM.

5. RECONVENE:

Mayor Triolo reconvened the meeting at 5:19 PM.

6. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to adjourn the meeting at 5:19 PM.

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

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: January 28, 2014

MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
JANUARY 7, 2014 – 6:00 PM

The meeting was called to order by Mayor Triolo on the above date at 6:01 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and John Szerdi. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

2. INVOCATION:

The invocation was offered by City Manager Michael Bornstein.

3. PLEDGE OF ALLEGIANCE:

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

4. AGENDA - Additions/Deletions/Reordering:

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

- Delete Presentations, Item E;
- Reorder Consent Agenda, Item H to New Business as Item D; and
- Approve the agenda as amended.

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

5. PRESENTATIONS:

A. Proclamation recognizing January 2014 as Stalking Awareness Month

Mayor Triolo read a proclamation recognizing January 2014 as Stalking Awareness Month.

B. Proclamation recognizing January 18, 2014 as Arbor Day

Mayor Triolo read a proclamation recognizing January 18, 2014, as Arbor Day.

C. City recognition of Scott Althouse for his years of service and contributions

Mayor Triolo read Scott Althouse's historical employment background.

Donna Ryan-Ruiz, Customer Service Manager, presented a framed photograph of the pier to Mr. Althouse in recognition of his years of service.

D. Living Shoreline Planters by the Dept. of Environmental Resources Management

Robert Robbins, Department of Environmental Resources Management, provided a Bryant Park area update on the mangrove and seagrass wetland project, repair and strengthening the seawall, creating a living shoreline, and creating floating docks. He said trimming mangroves at Snook Islands was high maintenance and not practical, and the Department of Environmental Resources would ask the South Florida Water Management District for permission to remove the mangroves and replace them with seagrass.

E. (Deleted) Update provided by the Planning & Zoning Board

F. Update provided by the Neighborhood Association Presidents' Council

Mary Lindsey, President, provided an update on the Neighborhood Association Presidents Council's working partnerships, effective partnerships, various neighborhood associations' signature events, neighborhood association location map, and 2014 front porch program.

6. <u>COMMISSION LIAISON REPORTS AND COMMENTS:</u>

<u>Vice Mayor Maxwell:</u> encouraged everyone to watch for a lot of new things that would happen in the City during 2014.

<u>Commissioner McVoy:</u> announced the 4th Annual Save Haiti Bike Ride on January 11, 2014. He said the riders would start in Miami and end in Lake Worth.

<u>Mayor Triolo:</u> announced the January 21, 2014, Commission meeting was rescheduled to January 28, 2014, and the January 14, 2014, Commission Work Session was postponed. She said the Metropolitan Planning Organization was continuing to work on railroad quiet zones, they collected socio-economic data on municipalities and it was found that Lake Worth's density or population growth would not be as big as other municipalities but its job growth would increase exponentially.

Commissioner Amoroso: wished everyone a happy new year and asked everyone to visit the City's and LULA's websites for information on upcoming events.

Commissioner Szerdi: wished everyone a happy new year, said he was working on Treasure Coast Regional Planning Council and Lagoon issues; and information regarding the 750 Initiative would be coming out in about a month, it included a list of 42 priorities, and the priorities were guidelines and observations.

Consensus: To reorder New Business, Item D (formerly Consent Agenda, Item H) before Public Participation of Non-Agendaed Items and Consent Agenda as Item 6-A.

6-A NEW BUSINESS:

D. (Reordered) Purchase and Sale Contract with Trojan House, Inc. for property located at 1702 Lake Worth Road to establish a construction lab for Lake Worth students

City Manager Bornstein explained that the purchase of the former Chamber of Commerce building currently known as the Trojan House located at 1702 Lake Worth Road would result in the City acquiring the property and Trojan House, Inc. receiving $30,500 to be used to establish a construction lab for Lake Worth students.

Coach William Rosser explained in detail the construction lab for students.

City Attorney Torcivia advised that the contract in the Commission's backup material was amended and language reworded for clarity. There were no substantive changes made to the contract.

Action: Motion made by Commissioner Szerdi and seconded by Vice Mayor Maxwell to approve a Purchase and Sale Contract with Trojan House, Inc. for 1702 Lake Worth Road, for $30,500; authorize the Mayor to sign any and all necessary documents to effectuate the purchase on behalf of the City; and authorize expenditure of up to $10,000 for demolition, document recording, and lot improvement.

Mayor Triolo announced that it was time for public comment.

Herman Robinson thanked the City Manager for moving forward on the purchase because the property was an eyesore. He said he was concerned that the property would remain in the hands of Trojan House, Inc., which created the eyesore.

Peter Timm said the Trojan House, Inc. received the property from the City in 2004, they attended a Commission meeting and explained their project to fix up the house, said the City donated the property to them, and now the City was spending money to purchase it back.

Loretta Sharpe explained that Trojan House, Inc. traded four of its lots with the City for this property and said she supported the purchase.

Request/comment summary:

1. City Manager Bornstein commented that the structure would be demolished and the property cleared once the sale was finalized.

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

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

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Lynn Anderson, Peter Timm, and Loretta Sharpe.

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

Yolanda Vazquez thanked the Commission for working on getting street lights in the 500 block of South D Street; said she worked at the Lake Worth High School; and explained that there was a change in administration at the High School, which resulted in Trojan House, Inc. not being able to renovate the house.

Request/comment summary:

1. Vice Mayor Maxwell asked the City Manager to look into providing street lighting near the Post Office.

2. City Attorney Torcivia commented that he would contact the Courts about scheduling the building height referendum issue.

5. APPROVAL OF MINUTES:

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve the following minutes as submitted:

A. City Commission Meeting – December 3, 2013
B. Special City Commission Meeting – December 10, 2013

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

6. CONSENT AGENDA:

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

A. Resolution No. 01-2014 – not renew an agreement with Street Outdoors, LLC, formerly known as City Solutions, Inc. for placement of modular newsracks

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

RESOLUTION NO. 01-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXERCISE THE CITY'S OPTION NOT TO RENEW THE PROFESSIONAL SERVICES AGREEMENT WITH STREET OUTDOORS, LLC, FORMERLY KNOWN AS CITY SOLUTIONS, INC. FOR PLACEMENT OF MODULAR NEWSRACKS WITHIN THE CITY'S BOUNDARIES; AUTHORIZING THE EXECUTION OF ANY NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Resolution No. 02-2014 – Authorize CDBG Interlocal Agreement with Palm Beach County for the 9th Avenue South greenway

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

RESOLUTION NO. 02-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY IN THE AMOUNT OF $212,396 IN FISCAL YEAR 2013-2014 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE 9TH AVENUE SOUTH PUBLIC RIGHT-OF-WAY IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

C. Resolution No. 03-2014 – authorize the City Manager to execute standard mural removal agreements

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

RESOLUTION NO. 03-2014 OF THE CITY OF LAKE WORTH, AUTHORIZING THE CITY MANAGER TO EXECUTE MURAL REMOVAL AGREEMENTS ON BEHALF OF THE CITY: AND, PROVIDING FOR AN EFFECTIVE DATE.

D. Revise Interlocal Agreement with the County for the City's Youth Empowerment Centers

E. Amendment 2 to the DW501700 State Revolving Fund Loan Agreement for the Reverse Osmosis Water Treatment Plant

F. Amendment 1 to the DW51701 State Revolving Fund Loan Agreement for the Reverse Osmosis Water Treatment Plant

G. Amended Contract and Purchase Order with Burton & Associates, Inc. for master plan financial impact analysis and Fiscal Year 2015 water and sewer revenue sufficiency analysis

H. (Reordered to New Business as Item D and moved before Public Participation of Non-Agendaed Items and Consent Agenda) Purchase and Sale Contract with Trojan House, Inc. for property located at 1702 Lake Worth Road to establish a construction lab for Lake Worth students

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

Mayor Triolo recessed the meeting at 7:46 PM and reconvened 7:56 PM.

10. PUBLIC HEARINGS:

A. Ordinance No. 2014-01 – Second Reading and Public Hearing – amend alcoholic beverage regulations regarding proximity waivers

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-01 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 5, SECTION 5-5, ZONING REGULATIONS AND LIMITATIONS; SECTION 5-6 MINIMUM DISTANCES; AND 5-7 SPECIAL EXCEPTION, OF THE CODE OF ORDINANCES; REGARDING ALCOHOLIC BEVERAGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell seconded by Commissioner Szerdi to approve Ordinance No. 2014-01 on second reading.

Mayor Triolo announced that it was time for public comment.

Lynn Anderson said every business, wanting to sell alcohol, was approved; there were too many bars in the City; the Planning & Zoning Board always approved proximity waivers; and asked why the Commission was giving the Planning & Zoning Board members so much power.

Peter Timm said anyone wanting a bar could go to the Historic Resource Preservation Board, the City was delegating its authority to others, and the City needed to be more strict.

William Waters, Community Sustainability Director, explained that the ordinance would allow the Planning and Zoning and Historic Resource Preservation Boards to approve proximity waivers for consumption on premises and for the City Commission to have final approval for package alcohol sales. He commented that restaurants, by State Law, were allowed to sell alcohol, based on the type of alcohol license they had. The Commission would be going against State Law if they denied those restaurants a proximity waiver.

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

B. Ordinance No. 2014-02 – Second Reading and Second Public Hearing – amend various sections and tables in the Land Development Regulations

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-02 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES TO ADDRESS MINOR REVISIONS NEEDED TO THE NEWLY ADOPTED LAND DEVELOPMENT REGULATIONS BY AMENDING ARTICLE 1 GENERAL PROVISIONS, DIVISION 2, SECTION 23.1-12 DEFINITIONS; ARTICLE 2, DIVISION 1, SECTION 23.2-8 PLANNING AND ZONING BOARD; ARTICLE 2, DIVISION 1, SECTION 23.2-9, TABLE 2-1; ARTICLE 2, DIVISION 2, SECTION 23.2-15, TABLE 2-2; ARTICLE 2, DIVISION 3, SECTION 23.2-28 ADMINISTRATIVE ADJUSTMENTS/ADMINISTRATIVE USE PERMITS; ARTICLE 3, DIVISION 1, SECTION 23.3-6 USE TABLE; ARTICLE 4, SECTION 23.4-5 GARAGES; ARTICLE 4, SECTION 23.4-16 MECHANICAL EQUIPMENT; ARTICLE 4, SECTION 23.4-17 STANDBY GENERATOR/PERMANENT; ARTICLE 5 SUPPLEMENTAL REGULATIONS, SECTION 23.5-1, H), 3 SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve Ordinance No. 2014-02 on second reading.

Mayor Triolo announced that it was time for public comment.

Mary Watson said she was active in getting a height restriction regulation on the March 2013 ballot. She asked if this ordinance had anything to do with

that height restriction referendum.

Peter Timm commented that the ordinance included items that could be approved by another board, he did not attend all board meetings, and said he depended on information discussed during Commission meetings to learn what was going on in the City.

Christina Morrison said she was concerned that this ordinance would negatively impact bringing businesses to the Park of Commerce.

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

C. Ordinance No. 2014-03 – Second Reading and Public Hearing – designate the FEC Railway Freight Depot at 1105 Second Avenue South as a local Lake Worth Historic Landmark

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-03 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, DESIGNATING PROPERTY LOCATED AT 1105 2ND AVENUE SOUTH, A LOCAL HISTORIC LANDMARK; AMENDING ZONING MAP OF THE CITY OF LAKE WORTH; PROVIDING THAT A NOTICE SHALL BE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

William Waters, Community Sustainability Director, explained that the ordinance would designate the Florida East Coast (FEC) Railway Freight Depot, located at 1105 Second Avenue South, as a local historic landmark. On November 5, 2013, the Commission approved a contract with The Living Arts Foundation, Inc. to lease the FEC Train Depot and convert it into a multi-use arts center. Language was incorporated into the lease to ensure that the lessee respected the historic nature of the property. If the property were a historic landmark, then all future work on the exterior of the property would be reviewed, pursuant to the Certificate of Appropriateness process.

He provided a history of the structure and explained that, as part of the designation process, a deed restriction was required to be placed on the property, which would require a second motion.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2014-03 on second reading.

Mayor Triolo announced that it was time for public comment.

Peter Timm said there was nothing historic about the building.

Loretta Sharpe said the building was a train station and supported the Commission designating it as a local historic landmark.

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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve a Notice of Designation and Historic Preservation Restriction.

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

D. Ordinance No. 2014-04 – Second Reading and Public Hearing – regulate the hours of construction activities

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-04 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 9 BUILDING AND STRUCTURAL REGULATIONS, ARTICLE 1 IN GENERAL, OF THE CODE OF ORDINANCES; REGARDING HOURS FOR CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner McVoy to approve Ordinance No. 2014-04 on second reading.

Mayor Triolo announced that it was time for public comment.

Peter Timm said the ordinance would not allow any activities on Sunday and did not support changing the hours from 7:00 AM to 8:00 AM on first reading.

Request/comment summary:

1. Mayor Triolo commented that she changed her stance on supporting the 8:00 AM starting time, supported starting at 7:00 AM, and would vote against the ordinance as presented.

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

E. Ordinance No. 2014-05 – Second Reading and Public Hearing – establish restrictions, requirements and penalties for use of public rights of way, sidewalks, and properties

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-05 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 19, STREETS AND SIDEWALKS, TO ADD ARTICLE VI, ENTITLED "PEDESTRIAN AND VEHICULAR RIGHT OF WAYS AND OTHER PUBLIC PROPERTY"; PROVIDING FOR THE REGULATION OF BUSINESS IN PEDESTRIAN AND VEHICULAR RIGHT OF WAYS AND ON OTHER PUBLIC PROPERTY IN THE CITY; PROVIDING FOR THE CONDITIONED ISSUANCE OF PEDESTRIAN RIGHT OF WAY USE PERMITS; PROVIDING PROHIBITIONS FOR PEDDLERS AND BUSINESS CONDUCTED IN VEHICULAR RIGHT OF WAYS AND ON OTHER PUBLIC PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve Ordinance No. 2014-05 on second reading.

Mayor Triolo announced that it was time for public comment.

Peter Timm said the ordinance would include the downtown sidewalk cafés, but the ordinance did not include any regulatory "teeth".

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

F. Ordinance No. 2014-06 – Second Reading and Public Hearing – amend Business Tax Receipts and Business Regulations by creating a two-part City Business License

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-06 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE CODE OF ORDINANCES, AT CHAPTER 14, BUSINESS TAX RECEIPTS AND BUSINESS REGULATIONS, BY CREATING A TWO-PART CITY OF LAKE WORTH BUSINESS LICENSE CONSISTING OF A LOCAL BUSINESS TAX RECEIPT AND USE AND OCCUPANCY CERTIFICATE; BY RENAMING ARTICLE I FROM "IN GENERAL" TO "LOCAL BUSINESS TAX RECEIPT"; BY RENAMING ARTICLE II FROM "RESERVED" TO "USE AND OCCUPANCY CERTIFICATES"; BY AMENDING THE PROVISIONS

REGARDING THE ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT AND A USE AND OCCUPANCY CERTIFICATE; PROVIDING A SAVINGS CLAUSE, A CONFLICTS CLAUSE, A CODIFICATION CLAUSE, AND A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve amended Ordinance No. 2014-06 on second reading.

Mayor Triolo announced that it was time for public comment.

Peter Timm said the ordinance "had no teeth".

Loretta Sharpe said this was the best ordinance the Commission could approve and would give Code Compliance Inspector's "teeth".

William Waters, Community Sustainability Director, commented that staff found grammatical errors after the ordinance was approved on first reading; however, there were no substantive changes being requested. He explained in detail the ordinance.

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

Commissioner Amoroso left the meeting at 8:47 PM.

11. UNFINISHED BUSINESS:

A. Discuss Park of Commerce and Boutwell Road Project – Owner's Representation, Engineering and Design, and Right of Way Ownership

William Waters, Community Sustainability Director, explained that, over the past 15 years, the City, in collaboration with a variety of governing entities, had been working toward establishing the Park of Commerce (Park) as a shovel ready light industrial, research, and development park to serve not only the County but also the Gold Coast Region. To achieve the goal, he said the City was embarking on a multi-phase infrastructure improvement plan for the Park and an Annexation Inter-Service Boundary Agreement to facilitate annexing the remaining County parcels in the Park. In addition, the City and County were collaborating on the future of Boutwell Road and the intersection of 10th Avenue North. He said moving all of these issues forward were critical to establishing the Park as a premier development location and to facilitate shovel ready sites ready for investment.

Commissioner Amoroso returned to the meeting at 8:50 PM.

A-1. Professional Services Agreement with Mock Roos & Associates for Engineering, Design and Construction Phase Services for the Park of Commerce Project Phase 1 – Boutwell Road from 2nd Avenue North to 10th Avenue North

Tom Biggs, Executive Vice President, explained in detail the deliverables for preliminary phase, various project phases, permit application packages, miscellaneous, bidding documents, and construction phase; construction drawing package; landscape and irrigation drawing package; and project schedule.

Request/comment summary:

1. Vice Mayor Maxwell requested more frequent staff updates and suggested monthly.

Commissioner Amoroso left the meeting at 9:07 PM and returned at 9:08 PM.

Mayor Triolo explained that there were three agenda items related to the Park of Commerce and that the public would be allowed to comment on all three items during their allotted two minute time. She said she would ask for a motion on each item after all three were discussed.

A-2. Professional Services Agreement with Mathews Consulting, Inc. for Owner's Representation Services for the Park of Commerce Project Phase 1 – Boutwell Road from 2nd Avenue North to 10th Avenue North

Rene Mathews, President, introduced the project team members and explained their recent experience as owner's representatives, overall project management, land acquisition, community involvement plan, construction administration, project tasks, deliverables, and project schedule. He said the projected completion date was June 2016 and monthly progress reports would be uploaded and available to the public on a website.

Request/comment summary:

1. Vice Mayor Maxwell requested their website updates be written in layman's terms.

A-3. Discuss right of way ownership for Boutwell Road and the Park of Commerce Project

William Waters, Community Sustainability Director, explained that staff was working with the County on an overall approach to undertaking the infrastructure improvements along Boutwell Road and the intersection of

10th Avenue North. He said the County did not include the intersection improvements in their soon to be adopted Five-Year County Capital Improvement Plan (Plan) for roadways; however, there was an opportunity to approach the County and request they amend their Plan in the Spring.

He explained that one avenue to gain support and encourage the inclusion of the intersection in the Plan was for the City to be open to taking over ownership and maintenance of Boutwell Road. City ownership would help facilitate funding for the intersection and also allow for an aesthetically pleasing design to be developed. The transfer of roadway ownership would ensure a seamless project that met all of the City's expectations and would establish the Park of Commerce as a shovel ready investment opportunity.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to direct staff to continue the feasibility efforts in coordination with Palm Beach County to facilitate the transfer of ownership and maintenance of Boutwell Road to the City of Lake Worth.

Commissioners McVoy and Amoroso withdrew their motion and second.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to consolidate Items A-1, A-2, and A-3 into one motion.

Mayor Triolo announced that it was time for public comment.

Peter Timm said the City did not have any money to pay for Phase 1 nor did it know how much Phases 2 and 3 would cost.

Loretta Sharpe said she was upset, but understood why the City would hire Mock Roos & Associates then spend more money to hire another firm to check on their work. The City had looked into developing the Park of Commerce in the past, but never addressed the roadway. She said she disagreed with Mr. Timm's comments because the City never looked at Boutwell Road or the entrances.

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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve a professional services agreement with Mock Roos & Associates for an amount not to exceed $644,120 for a term of thirty months; approve a professional services agreement with Mathews Consulting, Inc. in an amount not to exceed $349,930 for a term of thirty months; and direct City Staff to continue the feasibility efforts in coordination with Palm Beach County to facilitate the transfer of ownership and maintenance of Boutwell Road to the City.

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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to extend the meeting one hour in accordance with the Commission's Rules and Procedures Rule 1(3).

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

Mayor Triolo passed the gavel to Vice Mayor Maxwell and left the meeting at 9:51 PM.

12. NEW BUSINESS (CONTINUED):

A. Resolution No. 04-2014 – Fiscal Year 2014 first quarter budget amendment

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

RESOLUTION NO. 04-2014, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Bornstein explained in detail the requested amendments to the appropriate existing fund balances.

Mayor Triolo returned to the meeting at 10:00 PM and resumed the gavel.

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve Resolution No. 04-2014 to amend the Fiscal Year 2014 budget.

Mayor Triolo announced that it was time for public comment.

Peter Timm said discussion about carry forward funds was silly, budget amendments were routine, and the City was going broke.

Commissioner Amoroso left the meeting at 10:19 PM and returned at 10:21 PM.

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

B. Resolution No. 05-2014 – amend the Fiscal Year 2014 Comprehensive Fee Schedule to include special events at the Beach Complex and permit and review fees for right of way usage

City Manager Bornstein said the Planning & Zoning and Site Plan Review fees were required to be established by resolution in accordance with Ordinance No. 2014-05 approved earlier in the meeting; however, he requested the resolution be amended to delete the Beach and Pool, Golf Pro Shop, and Beach Complex fees associated with the Leisure Services Department.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve amended Resolution No. 05-2014.

Mayor Triolo announced that it was time for public comment.

Peter Timm said he asked how much money the City received from recent Beach Complex events; however, he did not yet receive an answer.

Marty Welfield said the City received an award years ago for clarity in its budget, but now the City was trying to allocate funds to operable management.

Request/comment summary:

1. Mayor Triolo requested the City Manager provide information to Mr. Timm on how much money the City received for recent Beach Complex events.

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

C. Lease Agreement with the County to create and maintain a nature preserve

City Manager Bornstein explained that the lease agreement would allow the County to create and maintain a nature preserve on a 13 acre parcel of submerged and upland land, which was owned by the City. The property was generally bounded on the east by State Road A1A, on the south at a point roughly 800 feet north of the City's southern municipal boundary, on the west by the bulkhead line, and on the north by State Road 802 (Lake Avenue).

He said the lease would allow, subject to funding, the County to restore and manage the property as a nature preserve for future generations. The agreement also provided for the upland area to be reserved for future public

amenities, including parking.

Lengthy discussion ensued regarding the agreement including a naming right to the Steinhardt family provision and planting mangroves instead of seagrass.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to amend Article II *Responsibilities of the* County, Paragraph 18 to delete "the County further agrees to identify the tract as Steinhardt Cove or other similar name incorporating the Steinhardt name"; and approve the amended lease agreement between Palm Beach County and the City of Lake Worth.

Mayor Triolo announced that it was time for public comment.

Peter Timm said Mr. Steinhardt never paid the fee required in his lease with the City and asked why the County was involved with naming the center after the Steinhardt family.

Lynn Anderson asked if the County was prohibited from assigning the lease to another. She said she was opposed to naming the nature center after the Steinhardt family, they were involved in a legal lawsuit with the City, they owed the City money, and asked for the revenue generated from any future parking area be paid to the City and not the County.

Wes Blackman commented that there were serious maintenance issues on a pathway south of the Lake Avenue bridge.

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

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION:

1) Update on the electric utility system

No update was provided.

B. CONSENT AGENDA:

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

C. PUBLIC HEARING:

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

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to extend the meeting one hour in accordance with the Commission's Rules and Procedures Rule 1(3).

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

D. NEW BUSINESS:

1) Contractor Agreements with Davey Tree Experts for line clearance and easement/right of way alley clearing services

Robert Beckel, Energy-Delivery Manager, explained that the agreements would continue the utility line clearance and easement/right of way clearing program for electric utility reliability and safety as well as associated alley mowing for access.

Vice Mayor Maxwell left the meeting at 10:59 PM.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve the contractor agreements with Davey Tree Experts Company for line clearance and easement/right of way clearance.

Mayor Triolo announced that it was time for public comment.

Peter Timm said he supported the agreements because Davey Tree Experts did excellent work.

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

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia provided the following report:

- Announced his desire for advice concerning pending litigations in the case of Town Homes of Pineapple at Lake Worth, LLC, a Florida Limited Liability Company versus the City of Lake Worth and the case of City of Lake Worth versus Board of Trustees of the Lake Worth Firefighter's Pension Trust Fund, and the Unknown Members and Beneficiaries of the Lake Worth Firefighter's Pension Trust Fund during a closed door

attorney-client session at 3:30 PM on February 4, 2014.

15. CITY MANAGER'S REPORT

A. January 28, 2014 – draft Commission agenda

City Manager Bornstein did not provide a report.

16. ADJOURNMENT:

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to adjourn the meeting at 11:01 PM.

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

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: January 28, 2014

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

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 28, 2014, Regular Meeting **DEPARTMENT:** Finance

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EXECUTIVE BRIEF

TITLE:
Resolution No. 06-2014 - declare expenditures of City funds as valid public purposes

SUMMARY:

The Resolution amends Resolution No. 66-2013, which declared refreshment purchases made for certain events to be for public purposes, to add a City Clerk Office program to the list of acceptable functions.

BACKGROUND AND JUSTIFICATION:
The City, in the course of providing City sservices, sometimes finds that furnishing refreshments to be an integral part of the function. Additionally, the City actively promotes its Volunteers In Public Services (VIPS) program to assist in its functions, and staff believes that recognizing the volunteers' hours of service to be a valid public purpose.

On December 3, 2013, the Commission approved Resolution No. 66-2013, which authorized certain public purpose refreshment purchases; however, the resolution did not include the VIPS' appreciation event. Staff is requesting the list of public purpose refreshment purchases be amended to include the VIPS.

The finding of a public purpose will allow for the purchases in accordance with Florida Law, governing the expenditure of public funds.

.

MOTION:
I move to approve/disapprove Resolution No. 06-2014 declaring the purchase of food for certain events to be a public purpose.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Resolution

RESOLUTION NO. 06-2014 OF THE CITY OF LAKE WORTH, AMENDING CITY RESOLUTION 66-2013 DECLARING EXPENDITURES OF CITY FUNDS FOR FOOD/REFRESHMENTS FOR CERTAIN EVENTS - AS VALID PUBLIC PURPOSES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth ("City") in the course of providing City services and in course of City events/functions sometimes provides food/refreshments to City officials, employees, other local officials/employees, residents and citizens; and

WHEREAS, the provision by the City of such food/refreshment is a *de minimus* cost to the City which is highly beneficial to the City, its officials, employees, its partnerships and its residents; and

WHEREAS, in Resolution 66-2013, the City Commission found that providing occasional food/refreshments in the provision of City services and City events/functions serves a valid public purpose and enhances the general welfare of the City and its residents; and

WHEREAS, Resolution 66-2013 failed to include food/refreshments provided by the City Clerk's office as part of its volunteer program; and

WHEREAS, the City Commission finds that the City Clerk's Office provision of occasional food/refreshments in the provision of City's volunteer program also serves a valid public purpose and enhances the general welfare of the City and its residents.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The City is hereby authorized to provide food/refreshments for the services and event/functions listed in Exhibit "A", which is attached hereto and incorporated herein. Exhibit "A" which was also attached to Resolution 66-2013 is hereby amended by adding the City Clerk's Office and it volunteer program.

Section 3. This Resolution shall take effect immediately upon its passage.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner John Szerdi

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 28th day of January, 2014.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Exhibit A

Public purpose refreshment purchases.

City Clerk's Office

1. Volunteers In Public Service (VIPS)

Human Resources:

2. Employee Health Fair
3. Benefits Open Enrollment
4. Retirements
5. Employee Holiday luncheon

Public Services

1. District Meetings

Leisure Services

1. Recreation events
    a. Youth basketball Banquet
    b. DD/MS Date Night
    c. Summer Sports Camp Banquet
    d. Nickelodeon Play Day
    e. Back to School Bash
    f. Other special events
    g. Summer camp
2. Library
    a. Story times
    b. Meet the Author events
    c. End of Summer reading program party
    d. 3rd Saturday Book Club
    e. Municipal Library Directors Meeting
3. Casino/Beach
    a. Community Dance Night
    b. Sand Sculpting event
    c. Murder Mystery event
    d. Pride fest
    e. July 4th fireworks viewing party
4. Other
    a. Hosting Governmental Professional Organizations such as/but not limited to;
        i. League of Cities
        ii. City Manager Association
        iii. City Clerk's Association

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 28, 2014, Regular Meeting **DEPARTMENT:** Public Services

---

EXECUTIVE BRIEF

TITLE:
Second Amendment to the Interlocal Agreement for the Beach Redevelopment Project to modify the project elements and extend the project end time

SUMMARY:
The Amendment would eliminate and modify certain project elements and extend the completion date through March 31, 2014.

BACKGROUND AND JUSTIFICATION:
On February 2, 2010, Palm Beach County and the City entered into an Interlocal Agreement to provide $5,000,000 for the design and construction of public improvements for the Lake Worth Beach Redevelopment Project. The First Amendment was approved on August 13, 2013, to extend the project completion date from February 1, 2013, to August 31, 2013, in order to complete all remaining construction punch list items and provide for the close-out and reimbursement process for the project.

On October 30, 2013, a final project inspection was completed by Palm Beach County and City staff to determine the status of all project elements included in the original scope of work. During the final inspection, five deficiencies were detected.

The Second Amendment removes or modifies the following three deficiencies that are not deemed essential to the project in order to meet the full intent of the original agreement:

1. Bus stop areas east of the Casino Building were removed due to various operational issues with Palm Tran;
2. Paver block promenade walkway was modified due to value engineering to provide approximately 200 linear feet of concrete pavement; and
3. Paver block multi-lane roadway was revised due to value engineering to allow for asphaltic concrete multi-lane roadway intersected by paver block pedestrian walkways at various points.

In addition, the Second Amendment extends the project completion date to March 31, 2014, at which time all project elements must be completed and the site opened to the public for its intended use. This additional time will allow for the completion of the following two remaining deficient tasks:

1. Installation of beach lockers in the pavilion east of the upper dune surface parking lot; and
2. Signage for the interpretive trail that extends from the western surface parking lot to the top of the dune.

MOTION:
I move to approve/not approve the Second Amendment to the Interlocal Agreement between Palm Beach County and the City for the Beach Redevelopment Project.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

Second Amendment to Interlocal Agreement with Exhibit AA

SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF LAKE WORTH FOR FUNDING OF PUBLIC IMPROVEMENTS FOR THE LAKE WORTH BEACH REDEVELOPMENT PROJECT

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT is entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Lake Worth, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

W I T N E S S E T H:

WHEREAS, on February 2, 2010, COUNTY entered into an Interlocal Agreement with MUNICIPALITY (R2010-0223) as amended on August 13, 2013 (R2013-1037) to provide funding in an amount not-to-exceed $5,000,000 for design and construction of public improvements for the Lake Worth Beach redevelopment project; and

WHEREAS, the project end date for the public improvements for the Lake Worth Beach redevelopment project, as approved in MUNICIPALITY's Interlocal Agreement as amended with COUNTY, was August 31, 2013; and

WHEREAS, on October 30, 2013, a final project inspection was completed by MUNICIPALITY and COUNTY staff to determine status of all project elements included in the Project Description, Conceptual Site Plan, and Cost Estimate (Exhibit A); and

WHEREAS, five deficiencies were detected during the final project inspection; and

WHEREAS, these five deficiencies are not deemed essential to the project in order to meet the full intent of the original Interlocal Agreement and were eliminated by MUNICIPALITY due to value engineering or operational issues; and

WHEREAS, MUNCIPALITY has requested that three of the five deficiencies be removed from the Project Description, Conceptual Site Plan, and Cost Estimate (Exhibit A); and

WHEREAS, MUNCIPALITY has requested that COUNTY extend the project end date from August 31, 2013 until March 31, 2014 in order to complete two of the five deficiencies on the Project Description, Conceptual Site Plan, and Cost Estimate (Exhibit A); and

WHEREAS, both parties desire to amend the Interlocal Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. Section 1.03 of the Interlocal Agreement shall be amended to <u>delete</u> "COUNTY will pay to MUNICIPALITY a total amount not to exceed $5,000,000 for the design and construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A". and to <u>insert</u> "COUNTY will pay to MUNICIPALITY a total amount not to exceed $5,000,000 for the design and construction of the Project as more fully

described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "AA".

2. Section 2.01 of this Interlocal Agreement shall be amended to delete "MUNICIPALITY shall be responsible for the design and construction of the Project. MUNICIPALITY shall design and construct the Project in accordance with Exhibit "A", attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations. MUNICIPALITY agrees to meet design and construction milestones in Article 2 and to complete the Project by August 31, 2013. MUNICIPALITY'S failure to meet design and construction milestones shall be deemed an event of non-compliance of this Interlocal Agreement, and COUNTY shall have any and all rights and remedies as set forth in Article 9 of this Interlocal Agreement.." and to insert "MUNICIPALITY shall be responsible for the design and construction of the Project. MUNICIPALITY shall design and construct the Project in accordance with Exhibit "AA", attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations. MUNICIPALITY agrees to meet design and construction milestones in Article 2 and to complete the Project by March 31, 2014. MUNICIPALITY'S failure to meet design and construction milestones shall be deemed an event of non-compliance of this Interlocal Agreement, and COUNTY shall have any and all rights and remedies as set forth in Article 9 of this Interlocal Agreement.

3. Section 2.06 of this Interlocal Agreement shall be amended to delete "MUNICIPALITY shall totally complete the Project and open same to the public for its intended use by August 31, 2013." and to insert "MUNICIPALITY shall totally complete the Project and open same to the public for its intended use by March 31, 2014."

4. Article 8, Item 5. of this Interlocal Agreement shall be amended to delete "Failure to totally complete the Project and open same to the public for its intended use by August 31, 2013." and to insert "Failure to totally complete the Project and open same to the public for its intended use by March 31, 2014."

5. Exhibit "A" of the Interlocal Agreement shall be replaced with the attached Exhibit "AA" in order to reflect the revised Project Description, Conceptual Site Plan, and Cost Estimate, which includes the deletion of the following items:

   a. Item 2. Bus stop areas east of the existing "casino building".

      MUNICIPALITY has been involved in ongoing discussions with Palm Tran; however, Palm Tran has concerns regarding low ridership and determining a suitable location for a bus stop that will be ADA compliant and accommodate the maneuverability of its buses.

   b. Item 12. A paver block promenade spanning the entire beach frontage.

      The promenade walkway along the beach frontage is constructed of paver block except for approximately 200 linear feet of concrete pavement.

c. Fourth bullet. A paver block roadway to replace the existing multi-lane roadway east of the "casino building".

   Due to a change via value engineering, an asphaltic concrete multi-lane roadway was installed instead of a paver block roadway. There are paver block pedestrian walkways installed that cross over the roadway at various points.

6. Except as provided herein, each and every other term of this Interlocal Agreement, as amended, shall remain in full force and effect and the Interlocal Agreement is reaffirmed as modified herein.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

By: _____
Deputy Clerk

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

By: _____
Priscilla A. Taylor, Mayor

ATTEST:

By: _____
MUNICIPALITY Clerk

CITY OF LAKE WORTH

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND AND LEGAL SUFFICIENCY

By: _____ FOR
MUNICIPALITY Attorney

APPROVED AS TO FORM LEGAL SUFFICIENCY

By: _____
COUNTY Attorney

REVIEWED AND APPROVED FOR EXECUTION

By: _____
Michael Bornstein, City Manager

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Eric Call, Director
Parks and Recreation Department

EXHIBIT AA

PROJECT DESCRIPTION, CONCEPTUAL
SITE PLAN, AND COST ESTIMATE

Exhibit AA1
Project Description
Public Improvements for the Lake Worth Beach Redevelopment Project

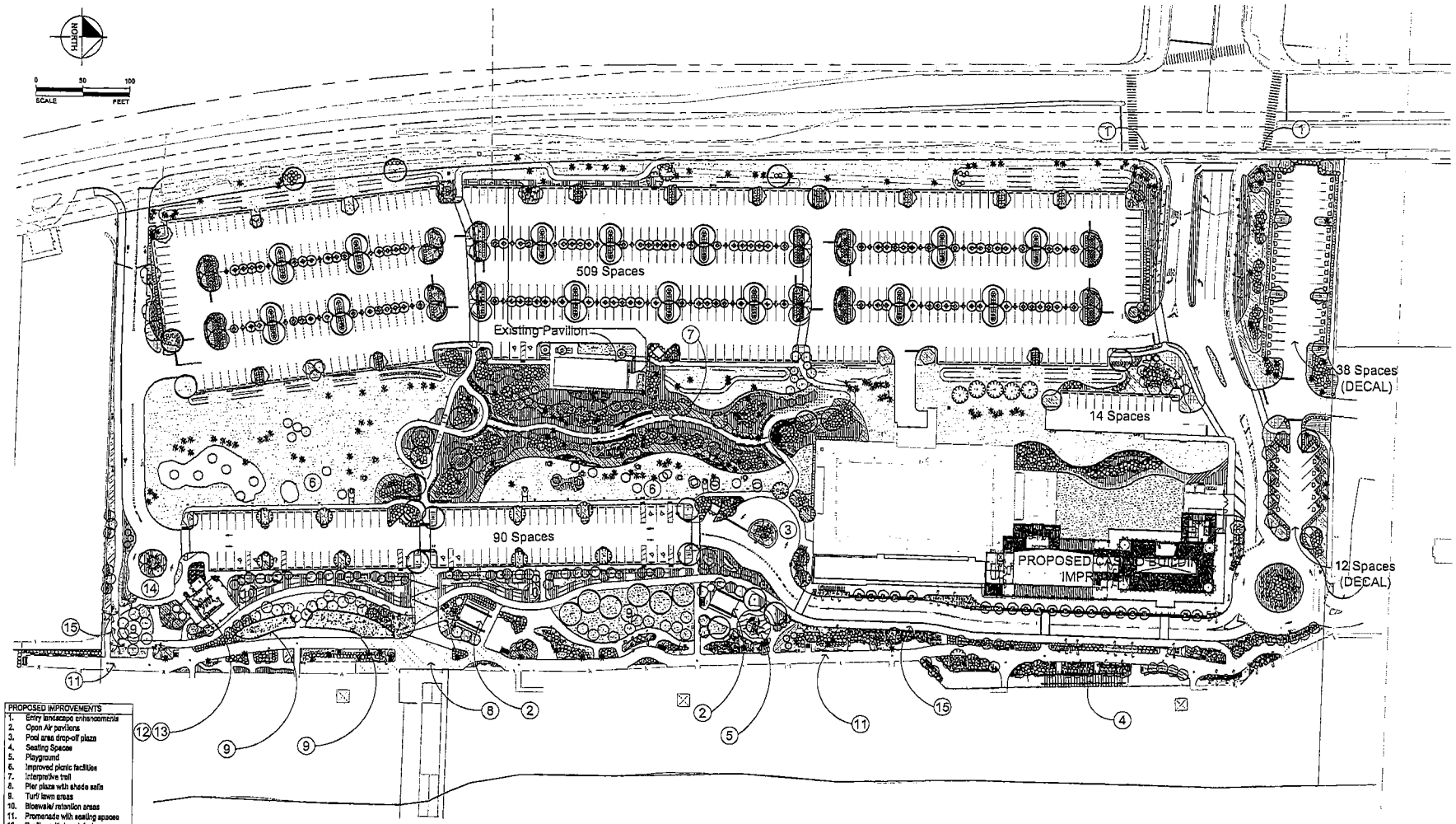
The City of Lake Worth is proposing the redevelopment of the Lake Worth Beach property to include improvements to the public parking facilities, pedestrian and vehicular circulation, beach access, public restrooms and pavilions, picnic areas, and other beachfront amenities.

The public improvements (funded by the Palm Beach County Recreation and Cultural Facilities bond) include:

1. Enhancements to the landscaping at the main project entrance to include a combination of shade and palm trees.
2. Open air pavilions east of the existing "casino building".
3. A circular drop-off area located north of the upper dune parking surface lot.
4. Seating along the existing seawall in front of the "casino building" and accessible via a proposed paver block pedestrian promenade.
5. A "public art" playground located east of the upper dune surface parking lot.
6. New picnic facilities located west of the upper dune surface parking lot, including picnic tables with surrounding shade trees.
7. An accessible interpretive trail from the western surface parking lot to the top of dune with native vegetation, signage, and miscellaneous other features.
8. A paver block plaza with shade sails constructed between the pier and the upper dune surface parking lot.
9. Beachfront turf lawn areas.
10. Upper dune bio-swales planted with native vegetation for storm water retention.
11. A large pavilion with beach lockers located east of the upper dune surface parking lot.
12. A public restroom facility constructed adjacent to the beach locker pavilion.
13. Alternative power generation or energy saving systems.
14. A surfboard and kayak drop-off area.
15. A dedicated bicycle path from the south driveway to the top of dune with bicycle racks.

In addition to the numbered features on Exhibit AA2, the plan includes:

- reconfigured and new surface parking facilities with perimeter landscaping and landscape islands (613 parking areas on site available to the general public),
- shade trees and other landscape improvements throughout the site,
- native planting areas,
- pedestrian walks and improved pedestrian access from the surface parking lots to the beachfront,
- improvements to the existing drainage and utility infrastructure,
- undergrounding of upper dune electrical facilities,
- site lighting improvements (sea turtle friendly) along the beach front,
- other miscellaneous improvements.



PROPOSED IMPROVEMENTS

1. Entry landscape enhancements
2. Open Air pavilions
3. Pool area drop-off plaza
4. Seating Spaces
5. Playground
6. Improved picnic facilities
7. Interpretive trail
8. Pier plaza with shade sails
9. Turf lawn areas
10. Bioswale/ retention areas
11. Promenade with seating spaces
12. Pavilion with beach lockers
13. South restroom facility
14. Surf board and Kayak drop-off area
15. Bike Path, 8'W

DECAL PARKING AND CASINO BUILDING EXCLUDED FROM P.B.C. FUNDING

LEGEND

D DECAL PARKING SPACES (50 TOTAL)

613 PUBLIC PARKING SPACES TOTAL (14 H/C)

No	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY: SS
DRAWN BY: SS
CHECKED BY: NDS

Kimley-Horn and Associates, Inc.

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1800 S. CONGRESS AVE. STE. 100 DELRAY BEACH, FL 33445
PHONE (561) 330-3345 FAX (561) 330-2249
WWW.KIMLEY-HORN.COM CA 00000096

DATE: JAN. 2014
PROJECT NO. 042236005

LAKE WORTH BEACH REDEVELOPMENT
LAKE WORTH, FLORIDA

DESIGN ENGINEER: MICHAEL D. SPRUCE
FLORIDA REGISTRATION NUMBER: 52776
DATE:

FINAL SITE PLAN
EXHIBIT AA2

SHEET NUMBER
EX-AA2
1 of 1

Drawing name: K:\BRD_Civil\042236005 - LAKE WORTH BEACH REDEVELOPMENT\CADD\042236005\dwg\2014.01.14-EXHIBIT EX-AA2.dwg exhibit Jan 14, 2014 2:25pm by: sal santore

Exhibit AA3
Cost Estimate
Public Improvements for the Lake Worth Beach Redevelopment Project

The City of Lake Worth is proposing the redevelopment of the Lake Worth Beach property to include improvements to the public parking facilities, pedestrian and vehicular circulation, beach access, public restrooms and pavilions, picnic areas, and other beachfront amenities.

The public improvements (funded by the Palm Beach County Recreation and Cultural Facilities bond) include:

1. Enhancements to the landscaping at the main project entrance to include a combination of shade and palm trees.
2. Open air pavilions east of the existing "casino building".
3. A circular drop-off area located north of the upper dune parking surface lot.
4. Seating along the existing seawall in front of the "casino building" and accessible via a proposed pedestrian promenade.
5. A playground located east of the upper dune surface parking lot.
6. New picnic facilities located west of the upper dune surface parking lot, including picnic tables with surrounding shade trees.
7. An accessible interpretive trail from the western surface parking lot to the top of dune with native vegetation, signage, and miscellaneous other features.
8. A paver block plaza with shade sails constructed between the pier and the upper dune surface parking lot.
9. Beachfront turf lawn areas.
10. Upper dune bio-swales planted with native vegetation for storm water retention.
11. A paver block and concrete promenade spanning the entire beach frontage.
12. A large pavilion with beach lockers located east of the upper dune surface parking lot.
13. A public restroom facility constructed adjacent to the beach locker pavilion.
14. A surfboard and kayak drop-off area.
15. A dedicated bicycle path from the south driveway to the top of dune with bicycle racks.

In addition to the numbered features on Exhibit AA2, the plan includes:

- reconfigured and new surface parking facilities with perimeter landscaping and landscape islands (613 parking areas on site available to the general public),
- shade trees and other landscape improvements throughout the site,
- native planting areas,
- paver block crosswalks intersecting the existing multi-lane roadway east of the "casino building",
- pedestrian walks and improved pedestrian access from the surface parking lots to the beachfront,
- improvements to the existing drainage and utility infrastructure,
- undergrounding of upper dune electrical facilities,
- site lighting improvements (sea turtle friendly) along the beach front,
- other miscellaneous improvements.

ESTIMATED COSTS: $4,545,500
ESTIMATED DESIGN COSTS: $454,500
ESTIMATED TOTAL COST: $5,000,000

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 28, 2014, Regular Meeting **DEPARTMENT:** Electric Utilities

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EXECUTIVE BRIEF

TITLE:
Interlocal Agreement with the County Thrift Store for the disposal of obsolete and/or unnecessary City equipment and materials

SUMMARY:
The Interlocal Agreement sets forth the relationship between the City and the County regarding the disposal of obsolete and/or unnecessary surplus equipment and materials. The revised agreement recognizes changes requested by the County.

BACKGROUND AND JUSTIFICATION:
On November 5, 2013, the City Commission approved a Thrift Store Interlocal Agreement with the County for the disposal of obsolete or unnecessary City equipment and materials. Afterwards, the County Attorney's Office revised the agreement to add Section 5 *County Requirements* which included their standard County contract provisions regarding Remedies, Inspector General Access and Audits, and Nondiscrimination. Because of the requested changes, the City Commission is being asked to reapprove the agreement.

MOTION:
I move to approve/not approve a revised Thrift Store Interlocal Agreement.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Revised Agreement

Interlocal Agreement for
Co-Utilization of
the Palm Beach County Surplus Property Thrift Store

This Interlocal Agreement (hereinafter "the Agreement") is made and entered into this 5th day of November, 2013, by and between Palm Beach County (hereinafter "the County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners, and the **City of Lake Worth** (hereinafter "the Partner"). Witnesseth:

WHEREAS, Chapter 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of the parties; and

WHEREAS, the County has heretofore entered into agreements of a similar nature with local governmental agencies for the co-utilization of the County surplus property Thrift Store for disposal of surplus tangible property assets of such agencies; and

WHEREAS, the County and the Partner wish to enter into the Agreement to establish the terms and conditions governing the co-utilization of the County's surplus property Thrift Store operation.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, promises, and representations herein, the parties hereto agree as follows:

SECTION 1: BACKGROUND AND PURPOSE

1. **Purpose**. The purpose of this Agreement is to establish the terms and conditions governing Partner's co-utilization of the County's surplus property Thrift Store (hereinafter "the Thrift Store") for the disposal of Partner's suitable surplus tangible property assets.

2. County and Partner agree to share the use of the Thrift Store in accordance with the provisions of this Agreement.

3. County and Partner agree that co-utilization of an existing operational system is more cost-effective than creating duplicate systems under separate and independent operation.

4. **County Owns, Manages and Operates the Enterprise**. The parties agree that the County will at all times own, manage and operate the Thrift Store, its proprietary technologies, operating systems and business relationships and resources, for the benefit of the County and the Partner and of all other participating agencies with co-utilization agreements in effect, now and in the future, subject to the rights of the Partner specifically granted herein.

5. In consideration of this co-utilization, the Partner will pay to the County a sales commission fee and other direct and indirect costs as described in Section 4 of the Agreement.

SECTION 2: RIGHTS AND DUTIES OF THE COUNTY UNDER THE AGREEMENT

1. **Duty of Good Faith and Fair Dealing**. The County will manage and operate a program for the disposal of surplus tangible property assets in an efficient and business-like manner.

2. **No Agency Created**. The County will act as a service provider for, and not as an agent of, the Partner in the disposal of suitable surplus tangible property assets delivered to the Thrift Store, provided the Partner has met all of its obligations hereunder.

3. Representatives of the Thrift Store will meet with authorized representatives of the Partner as needed or requested to determine the suitability of surplus tangible property assets of the Partner proposed for disposal through the Thrift Store, and any other terms and conditions for disposing of such surplus tangible property assets.

4. **What Can Be Accepted For Disposal**. The County will accept all suitable surplus tangible property assets of Partner for sale through the Thrift Store or for reassignment to the active use of the County or any of its other co-utilization partners, as provided herein, subject to the conditions established herein.

5. **Right to Establish Rules for the Operation of the Enterprise**. The County is authorized to establish reasonable rules concerning suitability for disposal, preparation, handling, storage, display, promotion, sale and salvage disposal of all surplus tangible property assets under the control of the Thrift Store, which rules shall apply without discrimination to the assets of the County, the Partner, or of any other participating agencies with which the County has co-utilization agreements in effect. At the time of execution of the Agreement, the Partner expressly acknowledges that the County has already designated the following items or categories of items to be unsuitable for disposal hereunder: (1) inoperative motor vehicles or motorized over-the-road or off-road equipment; (2) inoperative equipment containing hazardous chemicals, including chlorofluorocarbons (CFCs) or polychlorinated biphenyls (PCBs) or terphenyls; (3) any equipment containing bio-hazardous waste materials; (4) machinery leaking fluids of any sort; (5) automotive tires and batteries; (6) uninterruptible power supply units; (7) inoperative or cannibalized computers; (8) computers with fixed disk drives that have not been “scrubbed” to remove user files; (9) inoperative computer terminals and similar cathode ray tubes; (10) equipment used to irradiate by means of x-ray or other penetrating rays; (11) equipment containing mercury switches, but not including operative motor vehicles or motorized over-the-road or off-road equipment; (12) counterfeit branded items, such as watches or jewelry, commonly referred to as “knock-offs”; (13) firearms; (14) pornographic material; and (15) pharmaceutical substances.

6. **Right to Reassign Surplus Assets**. Subject to the limitations of Section 4 hereof, the County may reassign any of the Partner’s surplus tangible property assets delivered to the Thrift

Store for disposal hereunder to the active use of the County or of any of its other participating co-utilization agencies.

7. **Record Keeping and Payment Remittance**. Not later than the 10th calendar day of each month, the County shall provide the Partner a detailed accounting of all the Partner's assets disposed of hereunder during the preceding month, together with payment for all such assets sold, less the County's sales commission fees and authorized expenses, pursuant to Section 4 hereof. Any interest earned on funds held by the County belongs to the County, and the Partner hereby expressly agrees that it has no right of ownership or claim to such interest.

8. **Removal and Disposition of Partner's Unsold Assets**. The County will notify the Partner when the Partner's surplus tangible property assets have not sold or been reassigned to the active use of the County or any of its other co-utilization partners, as provided herein, within a reasonable time and require pick-up by the Partner for the purpose of alternate means of disposal by the Partner. At the County's option, any such assets not retrieved by the Partner within one week of notification may be disposed of as salvage, and any proceeds thereof shall become the property of the County, and any costs thereof shall be charged to the Partner and withheld from any proceeds due the Partner.

SECTION 3: RIGHTS AND DUTIES OF THE PARTNER UNDER THE AGREEMENT

1. In its sole discretion, the Partner will determine which items of its surplus tangible property assets it wishes to dispose of through the Thrift Store, subject only to the limitations of suitability which the County is authorized to establish pursuant to Section 2, Part 5 hereof.

2. **Setting Minimum Sales Price**. In its sole discretion, the Partner will determine the minimum sales price to set for each asset or asset type it delivers to the Thrift Store; provided, however, if the Partner fails to establish such minimum sales price in writing on the transfer of custody form, or other form provided for such purpose by the County, management of the Thrift Store shall determine the sales price(s), consistent with its established pricing practices.

3. **Advance Notice of Surplus Asset Delivery**. The Partner will notify the County in advance of its intent to deliver surplus tangible property assets for disposal hereunder, and will meet with authorized representatives of the County as needed or requested to arrange for transfer of custody of such assets, and to determine other terms and conditions for the disposal of the assets, including minimum sales price, if any.

4. **Transportation of Surplus Assets To/From Thrift Store**. The Partner is responsible for the transportation and delivery of all surplus tangible property assets to the County, which delivery shall be made only on dates and at times and places established by the County for that purpose. The Partner agrees that it will supply all necessary labor for loading and unloading of surplus tangible property assets delivered to or retrieved from the Thrift Store.

5. If requested by the County, the Partner will assist in the set-up and display of the surplus tangible property assets at the time of their delivery by the Partner to the Thrift Store.

6. **Delivery of Unsuitable Assets Prohibited**. The Partner will not attempt to deliver any surplus tangible property assets which the County has designated as unsuitable now and in the future, pursuant to its authority under Section 2, Part 5 hereof.

7. **Transfer of Vehicle Ownership Documents; Authorized Signatory**. Whenever vehicles or other motorized equipment of the Partner requiring registration by a governmental authority are sold at the Thrift Store, the Partner will send an authorized signatory to the sale event to execute the appropriate title transfer and registration documents on behalf of the Partner for delivery to the buyer; provided, however, at the Partner's option, the Partner can designate management of the Thrift Store to act on the Partner's behalf to execute the appropriate transfer of ownership and vehicle registration documents in lieu of sending an authorized signatory.

8. **Asset Inspection and Viewing; Due Diligence**. Bidders are required to conduct any research or due diligence of an asset proposed for disposal hereunder that they wish to conduct prior to making a bid. Bidders wishing to inspect assets belonging to the Partner which are not delivered to the Thrift Store for disposal hereunder, but rather are retained in the custody of the Partner, may make arrangements to do so at the Partner's discretion; provided, however, the Partner is required to establish at least one public inspection and viewing period during normal business hours, and to include the date and time for such inspection and viewing in its asset listing information supplied to the County.

9. **Removal of Unsuitable or Unsalable Items**. When notified by the County, the Partner will promptly retrieve and remove for alternate means of disposal by the Partner, all surplus tangible property assets which the County has determined to be unsuitable or unsalable.

10. **Reassignment of Surplus Property to Partner**. The Partner may acquire by reassignment any surplus tangible property assets of the County or of any of its other co-utilization partners which have been delivered to the Thrift Store, by payment of the marked prices for shelved (retail) items or suggested minimum bid prices for auction items.

11. **Source of Asset Information; Limitations on Liability**. The Partner is solely responsible for providing accurate, comprehensive information about each asset or category of assets it proposes for disposal hereunder, in the form and manner prescribed by the County. The County does not assume any responsibility for the content of information supplied by the Partner, and does not verify the validity or accuracy of that information. The County is not liable for any damages, losses, expenses or other injuries incurred by anyone as a result of relying on such information.

12. **Exclusivity; Outside Negotiations Not Permitted**. The Partner agrees that it will not withdraw, or separately negotiate to sell, agree to sell, promise to sell, or sell to a buyer, any surplus tangible property asset belonging to the Partner: (a) once such asset has been delivered to the County for disposal under this co-utilization Agreement as long as the County has not determined the asset to be unsuitable or unsalable; or (b) during the term of the listing of an asset offered for competitive bidding at an auction conducted by the Thrift Store; provided, however, the Partner may withdraw any such asset without prejudice or penalty after the first sale attempt

by the Thrift Store or at the end of the term of the auction listing, respectively. If the Partner sells or withdraws an asset in violation of this provision, the County shall be entitled to collect the full sales commission fee that it would have received for a successful sale, based upon the marked price or suggested minimum bid price of the asset, and the Partner agrees that the County may withhold such sales commission fee from any funds it is holding for the Partner then or in the future.

13. **Linking to the Thrift Store Website; Non-Interference With Computer Network**. The Partner agrees to incorporate a hyperlink from its Internet website, if any, to the Internet website of the Thrift Store (hereinafter "the Website") in the manner specified by the County, but that it will take no actions which are intended to have, or will have, or can reasonably be expected to have, the effect of hindering or interfering with the proper or efficient operation of the Website, its functionality, security and/or supporting network infrastructure.

SECTION 4: PAYMENT OF FEES AND COSTS

1. **In General**. In consideration of its services hereunder, the County is entitled to receive from the Partner a sales commission fee and reimbursement for various direct and indirect costs incurred by the County on behalf of the Partner. The Partner expressly agrees that any sales commission fees assessed by the County against defaulting bidders or buyers are penalties due the County, and do not relieve the Partner of responsibility for payment of any sales commission fees otherwise due the County pursuant to this Agreement.

2. **Sales Commission Fee**. This fee for services is assessed by the County at the following rates, for which the County provides sales staff, storage and display space, general publicity in print and electronic media, financial accounting of proceeds, collection and payment of state sales taxes, assistance with transfer of vehicle title and Florida vehicle registration, routine appraisals as deemed necessary by management of the Thrift Store, and other necessary or convenient activities, as further qualified by Paragraphs A.(2) and D.(2) below, but not including placement of legal notice advertising, special security and loss prevention measures, specialized appraisals, or casualty insurance coverage desired by the Partner or specifically required for the type of tangible personal property involved:

A. For the sale of motor vehicles and motorized over-the-road or off-road equipment:

(1) If consigned to the County and delivered into the possession of the Thrift Store for auction storage, inspection and viewing, processing of ownership and/or registration documents and transfer of possession to the buyer or his/her representative, a flat fee of Two Hundred Fifty Dollars ($250.00) for each such vehicle or equipment, or Four Percent (4.0%) of the sales price, excluding sales tax, whichever amount is greater.

(2) If retained in the possession of the Partner for storage, inspection and viewing, processing of ownership and/or registration documents and transfer of possession to the buyer or his/her representative, a flat fee of Two Hundred Twenty-Five

Dollars ($225.00) for each such vehicle or equipment, or Three and Six-Tenths Percent (3.6%) of the sales price, excluding sales tax, whichever amount is greater.

B. For the sale of in-store shelved (retail) items priced as marked, not bid, except items pursuant to Paragraph C of this Part, a flat fee of Twenty-Five Percent (25%) of the sales proceeds, excluding sales tax, for all such items sold.

C. For the sale of unclaimed police evidence, found/abandoned property, and forfeiture/seizure property, except items covered by Paragraphs A or D of this Part, a flat fee of Two Hundred Fifty Dollars ($250.00) of proceeds, excluding sales tax, per sale date; provided, however, if sales proceeds for the Partner's items total less than Two Hundred Fifty Dollars ($250.00) per sale date, the total sales proceeds, excluding sales tax.

D. For the sale of collectible and limited circulation items, including fine art, china and jewelry; rare books, photographs, textiles, coins and stamps; exotic furs and haute couture apparel:

(1) If consigned to the County and delivered into the possession of the Thrift Store for auction storage, inspection and viewing and transfer of possession to the buyer or his/her representative, a flat fee of Two Hundred Fifty Dollars ($250.00) for each such item or grouped collection of items (such as coins or stamps), or Four Percent (4.0%) of the sales price, excluding sales tax, whichever amount is greater.

(2) If retained in the possession of the Partner for auction storage, inspection and viewing and transfer of possession to the buyer or his/her representative, a flat fee of Two Hundred Twenty-Five Dollars ($225.00) for each such item or grouped collection of items (such as coins or stamps), or Three and Six-Tenths Percent (3.6%) of the sales price, excluding sales tax, whichever amount is greater.

(3) A one-time charge of One Hundred Seventy-Five Dollars ($175.00) per item or grouped collection of items (such as coins or stamps) will be assessed to cover the cost of a specialized appraisal or provenance certificate. If the Partner can supply a certificate of authentication from a recent appraisal, this charge will be waived.

E. For all other items, a fee to be negotiated between the parties.

3. **Reassignment of Partner's Surplus Tangible Property Assets**. In lieu of disposal by sale to the public, the County may reassign any of the Partner's surplus tangible property assets hereunder to the active use of the County or of any of its other partners with which it has co-utilization agreements in effect. The County will report each such reassignment as a sale in its monthly accounting to the Partner, as required by Section 2, Part 7 hereof, and will remit the sales price of such reassigned asset(s) to the Partner as part of the periodic payment of sales proceeds required by Section 2, Part 7 hereof, less its fees and costs pursuant to Section 4 hereof.

SECTION 5: COUNTY REQUIREMENTS

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

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

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

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

SECTION 6: INSURANCE AND INDEMNIFICATION PROVISIONS

1. Neither the County nor the Partner assumes any responsibility or liability for any surplus tangible property assets lost, stolen, misplaced, damaged or destroyed while under the control of the Thrift Store.

2. Without waiving the right to sovereign immunity as provided by s.768.28 F.S., the Partner acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of $100,000 Per Person and $200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

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

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

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

SECTION 7: TERMINATION

This Agreement shall continue in full force and effect until terminated by either party upon thirty (30) days written notice to the other; provided, however, if the County or the Partner fails to perform its responsibilities under this Agreement, either party may, upon notice to the other, immediately terminate this Agreement. If this Agreement is terminated, each party shall retain its respective rights to any surplus tangible property assets held by the Thrift Store, and the Partner agrees to remove all remaining surplus tangible property assets for alternate means of disposal by the Partner within one week of notification, or the County may dispose of all such assets pursuant to Section 2, Part 8 hereof.

SECTION 8: NOTICE

All notices required to be given hereunder shall be deemed sufficient when delivered by certified mail as follows:

To the County:
Director of Financial Management Division
Room 702.221
Palm Beach County Governmental Center
301 North Olive Avenue
West Palm Beach, FL 33401

With a copy to:
Fixed Assets Manager
Palm Beach County Fixed Assets Building
2455 Vista Parkway,
West Palm Beach, FL 33411

To the Partner:

City of Lake Worth
Attn: City Manager
7 North Dixie Hwy
Lake Worth, FL 33460

With a copy to:

SECTION 9: FILING

Prior to becoming effective, this Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County.

SECTION 10: EXISTING AGREEMENTS SUPERSEDED

All existing agreements between the parties covering the same subject are hereby repealed and superseded in their entirety by this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written.

ATTEST:

SHARON R. BOCK, CLERK & COMPTROLLER

BY: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
County Attorney

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

BY: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO TERMS & CONDITIONS

BY: _____
Liz Bloeser, Director of the Office of Financial Management and Budget

ATTEST:
CITY CLERK

BY: _____
Pamela Lopez

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Christy Goddeau, Esq.

City of Lake Worth, FLORIDA

BY: _____
Mayor Pamela Triolo

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 28, 2014, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Amendment 001 to CDBG Interlocal Agreement for 5th Avenue North Improvements Project to modify a reference to the project location

SUMMARY:
Amendment 001 to the 5th Avenue North Right-of-Way Improvements Project Interlocal Agreement between Palm Beach County and the City modifies an incorrect reference to the location of the improvements contained in the original Interlocal Agreement.

BACKGROUND AND JUSTIFICATION:
On October 22, 2013, Palm Beach County and the City entered into an Interlocal Agreement for the 5th Avenue North Right-of-Way Improvements Project (Project Agreement) that sets forth the terms and conditions for the expenditure of $80,000 in Community Development Block Grant (CDBG) funds for this purpose. The project entails construction of greenway/bicycle trail for use by the public on the 5th Avenue North right-of-way between North A and North C Streets. These improvements will include the clearing and grubbing of the current site limits; fine grading the area to provide positive surface drainage; construction of a 6' wide concrete sidewalk; installation of canopy creating trees; sod; an irrigation system; trash/recycling receptacle; benches and signage and crosswalk striping.

Amendment 001 modifies a reference to the location of the improvements contained in the original Project Interlocal Agreement that incorrectly identified the project site as 10th Avenue South rather than 5th Avenue North. The terms and conditions set forth in the Project Interlocal Agreement are not revised otherwise.

MOTION:
I move to approve/not approve Amendment 001 to the Interlocal Agreement between Palm Beach County and the City for the 5th Avenue North Improvements Project.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Amendment 001 to Interlocal Agreement

AMENDMENT 001 TO THE AGREEMENT
WITH
CITY OF LAKE WORTH

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

W I T N E S S E T H:

WHEREAS, Palm Beach County entered into an Agreement (R2013-1423) with the City of Lake Worth on October 22, 2013, to provide $80,000 of Community Development Block Grant (CDBG) funds for the construction of a greenway/bikeway along 5th Avenue North; and

WHEREAS, the parties wish to modify a reference to the location of the improvements; and

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

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

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

B. SECTION 3: CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE
Delete "10th Avenue South" and replace with "5th Avenue North"

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

(continued on next page)

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

(MUNICIPALITY SEAL BELOW)

CITY OF LAKE WORTH

By: _____
Pam Triolo, Mayor

By: _____
Pamela J. Lopez, City Clerk

By: _____ FOR
Attorney for Municipality (Optional)

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

By: _____
Priscilla A. Taylor, Mayor
Palm Beach County

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

By: _____
Tammy K. Fields
Chief Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Sherry Howard
Deputy Director

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CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 28, 2014, Regular Meeting **DEPARTMENT:** City Clerk's Office

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EXECUTIVE BRIEF

TITLE:
Ratify members to various City advisory boards

SUMMARY:
This item is to ratify the following appointments:

Finance Advisory Board:
Mayor's appointment of William Shinedling to fill an unexpired term ending on July 31, 2015

Recreation Board:
Mayor's appointment of Jason Vazquez to fill an unexpired term ending on July 31, 2016

Planning & Zoning Board:
Mayor's appointment of Anthony Marotta to fill an unexpired term ending on July 31, 2016

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

MOTION:
I move to ratify the Mayor's appointment of William Shinedling to the Finance Advisory Board for an unexpired term ending on July 31, 2015; Jason Vazquez to the Recreation Board for an unexpired term ending on July 31, 2016; and Anthony Marotta to the Planning and Zoning Board for an unexpired term ending on July 31, 2016.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 28, 2014, Regular Meeting **DEPARTMENT:** City Clerk

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2014-07 – First Reading – amend the City Tree Board to provide for the election of its officers and schedule the public hearing date for February 11, 2014

SUMMARY:
The Ordinance adds a provision to elect a Chairperson, Vice Chairperson, and Secretary from its members for a term of one calendar year.

BACKGROUND AND JUSTIFICATION:
Between 1990 and 1998, the City Tree Board had a provision in the Code to elect a Chairperson and Vice Chairperson for a term of one calendar year at the first meeting in January. On April 7, 1998, the City Commission adopted Ordinance No. 98-11 amending Section 2-83 *Members, terms and vacancies* in its entirety and changed the membership composition and term of office. This amendment also deleted the provision for electing its officers. This Ordinance will add a provision to elect its officers for a specified term.

This issue was discussed at the October 16, 2013, City Tree Board. The members support this ordinance with the recommendation that it be presented to the City Commission after January in order to allow their newly appointed Chairperson an opportunity to serve longer than three months.

MOTION:
I move to approve/not approve Ordinance No. 2014-07 on first reading and schedule the public hearing date for February 11, 2014.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Ordinance

ORDINANCE NO. 2014-07 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX OF THE CODE OF ORDINANCES, AMENDING SECTION 2-83, "MEMBERSHIPS, TERMS AND VACANCIES" TO PROVIDE FOR ELECTION OF BOARD OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, between 1990 and 1998, the City's ordinance governing the Tree Board contained a provision for the election of a Chairperson and Vice Chairperson at the first Board meeting in January of each year for a term of one calendar year;

WHEREAS, on April 7, 1998, the City Commission adopted Ordinance No. 98-11 amending the Tree Board ordinance in its entirety and deleting the provision for electing officers;

WHEREAS, the current Tree Board has requested that the Tree Board ordinance be amended to reinsert the provision for electing officers, including a secretary, for a term of one year; and,

WHEREAS, the City finds amending the Tree Board ordinance as set forth herein serves a valid public purpose.

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

Section 1. Chapter 2, Article IX, Section 2-83 of the Code of Ordinances is amended to read as follows:

Chapter 2

ADMINISTRATION

* * *

ARTICLE IX. CITY TREE BOARD

* * *

Sec. 2-83. Members, terms, and ~~vacancies~~ officers.

(a) The official city tree board of the City of Lake Worth shall be comprised of the following members: seven (7) resident members. Effective July 31, 2013, two resident members shall be appointed for one-year terms, two resident members shall be appointed for two-year terms, and three resident members shall be appointed for three-year terms. Thereafter, all

succeeding resident members would serve three-year terms. The City horticulturist shall be the advisor to the board.

(b) The Board shall elect its officers annually for a term of one calendar year at the first meeting in January:

(1) Chairperson – Presides at meetings of the Board and makes presentations, written and oral, on behalf of the Board to the City Commission and the City Manager.

(2) Vice-Chairperson – Performs the duties of the Chairperson in his/her absence.

(3) Secretary – Records the minutes and attendance at each meeting.

***

Section 2. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 3. All ordinances or resolutions or parts thereof that may be determined to be in conflict herewith are hereby repealed.

Section 4. Section 1 of this Ordinance shall be codified.

Section 5. This Ordinance shall become effective ten (10) days after passage.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner John Szerdi

The Mayor thereupon declared this Ordinance duly passed on first reading on the 28th day of January 2014.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner John Szerdi

The Mayor thereupon declared this Ordinance duly passed and enacted on the 11th day of February 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 28, 2014, Regular Meeting **DEPARTMENT:** Water Utilities

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EXECUTIVE BRIEF

TITLE:
Agreement with Mock Roos & Associates for design and bid phase services for the Water Treatment Plant Disinfection System and Instrumentation Improvements

SUMMARY:

The Agreement provides for design and bid phase services for the construction of a Water Treatment Plant Disinfection System and Instrumentation Improvements to comply with new "four-Log Virus Inactivation" requirements for a price not to exceed $78,992.

BACKGROUND AND JUSTIFICATION:
The Lake Worth Water Treatment Plant requires additional facilities to achieve compliance with the new "Four-Log Virus Inactivation" requirements. These improvements will alter the existing water treatment process in order to remove 99.99% of viruses through filtration and disinfection. These requirements are defined in the federal Ground Water Rule and Rule 62-550.828 Florida Administrative Code. Refer to attached Four Log Virus Treatment Frequently Asked Questions.

The Lake Worth Water Treatment Plant is now comprised of two separate treatment systems: The original Lime Softening Plant and the new Reverse Osmosis Plant. These improvements will consist of bringing each of these separate systems into Four-Log compliance. The two process waters will be blended together in the North Clearwell. The requested modifications will include:

1. Reverse Osmosis Degassed Permeate Pipeline Modifications
2. Ammoniator Installation and Instrumentation
3. East Clearwell Modifications
4. North Clearwell Modifications

It is recommended that Mock Roos & Associates be retained to perform these services because they have the institutional knowledge of the City's Water Treatment Plant and designed the Reverse Osmosis system as well as numerous other improvements to the water production facilities.

Mock Roos & Associates was the Engineering Consulting firm selected by the City as the number one ranked firm for a continuing services contract, **WS-08-09,** through the Consultant's Competitive Negotiation Act (Florida State Statutes 287.055) procurement process. Under this agreement, they have been selected to perform design and bid phase services for the construction of the Water Treatment Plant Disinfection System and Instrumentation Improvements by the Lake Worth Utilities Department.

MOTION:
I move to approve/disapprove an agreement with Mock Roos & Associates for design and bid phase services for the Water Treatment Plant Disinfection System and Instrumentation Improvements at a cost not to exceed $78,992 during Fiscal Year 2014.

Attachments
1) Fiscal Analysis
2) Mock Roos & Associates Proposal
3) 4LOG Frequently Asked Questions

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	78,992	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	78,992	0	$0	$0	$0

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

B. Recommended Source of Funds/Summary of Fiscal Impact

The funds have been identified in the FY2014 Water Treatment Capital budget from account 402-7022-533.63-00 under project # WT1402 formerly WT1304.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2014 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.63-00	Water Capital	WT 1402	$400,000	$770,000	$770,000	-$78,992	$691,008

C. Fiscal Review:

Larry Johnson – Director
Monica Morandi –Engineer
Clyde Johnson - Finance

MOCK•ROOS
ENGINEERS SURVEYORS PLANNERS

December 16, 2013
Revised January 8, 2014

Monica Morandi, P.E.
Lake Worth Utilities
1900 2nd Avenue North
Lake Worth, FL 33461

Ref. No.: B2002.02
Subject: Water Treatment Plant – Disinfection System and Instrumentation Improvements

Dear Monica:

We are submitting the attached *Proposal To Provide Design and Bidding Phase Services for the Water Treatment Plant Disinfection System and Instrumentation Improvements*. This revision includes the changes requested by City Attorney Christy L. Goddeau, Esq. on January 8, 2014. Please review the attached proposal and return one signed copy to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the Scope of Services for a lump sum fee of $78,992.

If you have any questions please contact me at 683-3113, extension 258. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

John R. Leemon, P.E.
Senior Project Manager

JRL:cbm
Enclosure
Copies: Bookkeeping

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Mock, Roos & Associates, Inc.
5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Proposal To Provide Design and Bidding Phase Services For The Water Treatment Plant Disinfection System and Instrumentation Improvements

Services to be provided by: Mock•Roos

Services provided to (City): City of Lake Worth

Proposal Date: December 16, 2013
Revised January 8, 2014

Proposal Terms

A. Project Description:

The Lake Worth Water Treatment Plant (WTP) requires additional facilities to assist the plant operational staff to achieve and document compliance with new "Four-Log Virus Inactivation" requirements. The goals of this project are: 1) to achieve Four-Log Virus Inactivation for the Reverse Osmosis (RO) process in the 24-inch Degassed Permeate Pipeline before discharge into the North Clearwell and 2) to achieve Two-Log Virus Inactivation in the East Clearwell before the lime softened waters flow into the North Clearwell. The lime-softening process receives credit for Two-Log Virus Inactivation through conventional filtration prior to the East Clearwell for a total of Four-Log Virus Inactivation. The lime-softened waters will be blended with the RO process waters in the North Clearwell. Mock Roos previously prepared construction drawings entitled, "Water Treatment Plant Ammonia Feed System Improvements," referenced as drawing number 44-43-28-296, dated December 2012. Applicable portions of these construction drawings will be incorporated into the current project. The proposed scope of improvements is more specifically described below.

1. RO Degassed Permeate Pipeline Modifications:
   a. Modify the degassed permeate pipeline section in the pump room before it enters the North Clearwell. Provide a high point to maintain full pipeline upstream
   b. Provide an inline static mixer near the downstream end of the pipeline section.
   c. Provide a free chlorine sampling point upstream of static mixer to monitor post RO sodium hypochlorite feed.
   d. Provide an ammonia injection point at the static mixer.
   e. Relocate the caustic injection point before mixer, but after free chlorine contact zone.
   f. Provide a chloramines sampling point after the static mixer.
   g. Provide a free ammonia sampling point after the static mixer.
   h. Relocate the existing pH sampling point to after the static mixer.
   i. Provide an instrumentation rack to house instruments, analyzers, electrical junction boxes, etc. envisioned to be located in the pump room adjacent to the RO permeate pipeline.
   j. Input all analyzer signals into plant SCADA system and program logic to maintain a record of four-log compliance.

2. Ammoniator & Related Modifications:
   a. Install new manually paced ammoniator cabinet and solenoid valves as anticipated on the existing proposed ammonia design improvements drawings.
   b. Provide a sample point at proposed weir box in East Clearwell.
   c. Provide chloramines analyzer, pH and temperature analyzer. Instruments to be located on sampling rack above.
   d. Input all analyzer signals into plant SCADA system and program logic to maintain a record of four-log compliance.

3. East Clearwell Modifications:
   a. Provide multiple curtain baffle walls in the large room as depicted in the Clearwell Exhibit to satisfy the proposed Health Department 0.7 baffling factor criteria.
   b. Install an overflow weir box to maintain water level at 10-feet minimum depth. Construct an access hatch above weir box.
   c. Install interconnecting piping to the North Clearwell with an isolation valve.

4. North Clearwell Modifications:
   a. Provide limited section of curtain baffle wall to prevent short circuiting of influent flows and encourage blending with RO permeate waters.

Mock•Roos proposes to assist the City with the design and bidding phases of these improvements as more specifically described below under **B. Scope of Services.**

B. Scope of army:

1. Provide engineering design and bidding phase services for the project and act as the City's Engineer of Record for the above described projects as more specifically set forth below.

2. Meet with City staff to review the scope of the project, proposed improvements, and obtain the City's input regarding expectations for the project.

3. Prepare Construction Drawings envisioned to include a cover sheet, plan sheets, detail sheets, structural sheets, electrical sheets, and instrumentation sheets. Incorporate existing portions of the Ammonia Feed System drawings as appropriate. Construction drawings will utilize existing base drawings and electronic files for existing structures. No new survey services are included in this scope.

4. Research types of instrumentation equipment available and review with City staff to reach a consensus on equipment to be specified. This task anticipates two client meetings.

5. Provide a limited Preliminary Engineering Report that satisfies the criteria for the Health Department permit application.

6. Submit 95% complete Construction Drawings to the City for comment and attend a follow-up review meeting. Incorporate City comments as applicable.

7. Prepare a Health Department permit application submittal package and file with the Health Department. City to pay permit application fees.

8. Respond to one Health Department request for additional information.

9. Prepare an "Engineer's Opinion of Probable Construction Cost".

10. Update and prepare technical specifications for the project.

11. Prepare a Project Manual including Bid Advertisement, Instructions to Bidders, Bid documents, Schedule of Values, General Conditions, Supplemental Conditions, and Special Conditions (as provided by the City).

12. Provide design phase deliverables including Construction Drawings and Project Manual in electronic PDF format and paper copies.

13. Retain the services of a structural subconsultant to design the structural aspects of the project.

14. Retain the services of an electrical subconsultant to design the electrical and instrumentation aspects of the project.

15. Provide project coordination including Mock•Roos staff and City staff as necessary for completion of the scope of services.

16. Assist the City with bidding phase services including:

    a. Prepare the City's bid advertisement to be placed in *The Palm Beach Post*.

    b. Offer the Construction Drawings and Project Manual for sale at Mock•Roos.

    c. Issue appropriate addendums responding to questions from the prospective bidders, if any, during the bid period.

    d. Attend a prebid meeting for prospective bidders and conduct a tour of existing water treatment plant facilities.

    e. Assist the City with publicly opening the bids, prepare a bid tabulation, review the bidder's qualifications, and provide the City with a "Recommendation of Award" based on bids received.

    f. Coordinate with the City and bidder to assist in awarding the construction contract.

g. Assist in preparing the construction contracts including coordinating with the Contractor for execution of the contracts.

C. Additional Services:

1. Any services not included in the Scope of Services will be considered Additional Services.

2. Any design changes, schedule changes, drawing changes, or other project changes requested by the City will be considered Additional Services.

3. Additional Services can be provided upon Mock•Roos receiving signed authorization from the City.

D. Fees and Rates:

1. Mock•Roos will complete the Scope of Services for the lump sum fee of $78,992.

2. Mock•Roos can provide Additional Services at the Mock•Roos rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

E. Conditions:

1. All terms become valid upon Mock•Roos receiving one complete copy of this proposal within 60 days of its date.

2. This Proposal serves as a supplement to the General Agreement between Mock•Roos and the City dated January 16, 2009, Contract No. WS-08-09-MR..

3. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

F. Acceptance and Authorization to Proceed:

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services. This authorization becomes valid upon Mock•Roos receiving one **complete** copy of this form with an original signature below.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the _____ day of _____, 2014.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

_____
Date

Approved as to form and legal sufficiency:

By: _____
Christy Goddeau
City Attorney

MOCK, ROOS & ASSOCIATES, INC.

By: _____
Thomas A. Biggs
Executive Vice President

1/8/14
Date

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of January, 2014, by Thomas A. Biggs, Executive Vice President of Mock, Roos & Associates, Inc., a Florida corporation, on behalf of the corporation, and who is personally known to me or who as produced the following _____ as identification.

JANE E. HAYES
Commission # FF 040421
Expires August 15, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public:
Jane E. Hayes

Print Name: Jane E. Hayes
My commission expires: 8/15/17

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Water Treatment Plant Disinfection and Instrumentation Improvements
for
City of Lake Worth
Estimate of Design and Bidding Phase Engineering Fees

TASK	Project Manager	Project Engr.	CADD Draft	Admin. Assist.	TOTAL
I. Design Phase Services					
Initial Client Meeting & Coordination	4	8		2	1,598
Engineering Design & Calculations	48	96			17,760
Drafting - Plan & Equipment Sheets	4	12	120		12,120
Drafting - Detail Sheets	2	4	20		2,440
Quality Control Review of Drawings	4	4	4		1,380
Technical Specifications & Project Manua	8	20		8	3,872
Interim Client Meetings	8	12	4		2,860
95% Submittal to Client	2	6	8	2	1,758
Follow-up Client Meetings	4	6	2	2	1,548
Quantities & Cost Estimate	2	4	4	2	1,198
Health Department Permit Application	4	8	2	4	1,886
Coord. - Electrical Subconsultant	4	8		2	1,598
Coord. - Structural Subconsultant	4	4		2	1,158
Final Deliverables	4	6	8	2	2,058
Client Coord. & Follow-up	8	8		2	2,198
Subtotal	106	198	172	26	53,834
II. Bidding Phase Services					
Bid Advertisement & Submit PDF Files	2	2	2	2	808
Bid Phase Services	4	8	2	2	1,768
Pre-Bid Meeting & Follow-up	4	6	2	2	1,548
Bid Opening & Recommendation	4	8		2	1,598
Coord. Contracts & Award	4	4		2	1,158
Client Meetings/Coordination	4	4		2	1,158
Subtotal	22	32	6	12	8,038
Total Hours	128	230	178	38	61,872
Hourly Rate	150	110	85	59	
Total By Staff Category	19,200	25,300	15,130	2,242	
Total Hourly Cost					61,872
Electrical Subconsultant					12,000
Structural Subconsultant					4,120
Reimbursable Expenses					1,000
TOTAL BUDGET					**$78,992**

CITY OF LAKE WORTH

WATER UTILITY DEPARTMENT

FOUR – LOG VIRUS TREATMENT

FREQUENTLY ASKED QUESTIONS

1. What is Four Log Virus Treatment? A water treatment process that kills or removes 99.99% of viruses through filtration and/or disinfection.
2. Why is Four Log (4 log) Virus Treatment Required? The federal Ground Water Rule and Rule 62-550.828, Florida Administrative Code (FAC), require Ground Water systems to meet 4 log requirements.
3. What does the FAC Rule require? Systems that do not meet 4 log requirements must do increased (triggered and assessment) water sampling and testing of each well. Lake Worth does not meet this requirement currently.
4. What happens if the well tests are positive? If the water samples from one well are positive for bacteria (total coliform) or fecal coliform (E. coli bacteria), the water system must provide a public warning notice about the potential risk. The City recently had two wells that tested positive for fecal coliform and issued a Public Warning Notice.
5. Is a Boil Water Notice required? A city-wide Boil Water Notice may be required for systems that do not meet the 4 log requirement if there is a positive fecal coliform test from one well and any one of the following requirements are **not** met:
    a. The well was taken out of service. The well can be retested with 5 samples within 24 hours to show that there is not bacteria contamination.
    b. All of the distribution water samples taken within 24 hours were negative for bacteria

c. The chlorine residual throughout the distribution system was adequate at the time of the well sample

6. **What is being done?**
   a. A capital project was included in the FY 2014 CIP budget for improvements to meet 4 log removal requirements. Our engineer has performed the calculations and we met with FDEP to tentatively approve the treatment modifications needed to meet 4 log requirements. A permit is required following design.
   b. An increase in the CIP budget is requested in the January budget amendment for a total of $770,000 to meet the 4 log requirements.
   c. Engineering and construction of the project will be expedited.
7. **How long will it take to meet 4 log requirements?** If the budget amendment is approved, the project should be completed within 18 months.
8. Where do we get the water? We get about half the water from fresh water wells about 150-200 feet deep. The other half comes from deep salt water wells about 1000 feet deep.
9. How many wells do we have? We have 13 shallow wells and 3 deep wells.
10. Do we have enough water with the wells that are available? Yes We normally use four shallow wells and one deep well.
11. Is the water safe? The water is safe to drink and use after it is treated and disinfected in the water treatment plant. Samples tested after the water treatment process and in the water distribution system meet Health Department requirements.
12. How much water does the water treatment plant make daily? The water treatment plant makes between 4 to 5 million gallons of water per day (MGD) on average. The water treatment plant capacity is approx. 11 MGD for the lime plant and 4.5 MGD for the new reverse osmosis plant. The water plant is restricted to produce approx. 5.5 MGD from the lime plant to reduce concerns about salt water intrusion.

CITY OF LAKE WORTH

7 North Dixie Highway ·Lake Worth, Florida 33460 ·Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 28, 2014 Regular Meeting **DEPARTMENT:** Water/Sewer Utilities

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EXECUTIVE BRIEF

TITLE:
Agreement with Mock Roos & Associates for permitting, bid and construction phase services for the Rehabilitation of Regional Forcemain Air Release Valves

SUMMARY:
The Agreement authorizes Mock Roos & Associates to complete permitting and provide bid and construction phase services for the Rehabilitation of the Regional Forcemain Air Release Valves for a price not to exceed $45,700.

BACKGROUND AND JUSTIFICATION:
In August of 2008, Mock Roos & Associates and Jordan, Jones & Goulding completed a report on the conditions of the Regional Forcemain, including the 4.45 miles of 36 inch pre-stressed concrete pipe that is owned and maintained by the City. This forcemain conveys wastewater from the Lake Worth Master Pump Station to the Palm Beach County portion of the forcemain that is located on Florida Mango Road. The 2008 report indicated that although the forcemain pipe itself was in good structural condition, of the 21 Air Release Valves located on the Lake Worth section of the forcemain, 17 were submerged, corroded, or could not be located. The report recommended replacement of the non-functioning and severely corroded air release valves, since they are vital to the protection of the forcemain.

In February of 2008, Lake Worth Purchase Order #160663 was issued to Mock Roos & Associates for the Engineering Design of the Rehabilitation of Regional Forcemain Air Release Valves. The design was completed, but the project was put on hold due to funding issues.

It is recommended that Mock Roos & Associates be retained to perform these services, as they have produced the construction drawings for this project, and performed the initial 2008 evaluation.

Mock Roos & Associates was the Engineering Consulting firm selected by the City as the number one ranked firm for a continuing services contract, **WS-08-09,** through the Consultant's Competitive Negotiation Act (Florida State Statutes 287.055) procurement process. Under this agreement, they have been selected to perform permitting, bid and construction phase services for the Rehabilitation of the Regional Forcemain Air Release Valves by the Lake Worth Utilities Department.

MOTION:
I move to approve/disapprove the agreement with Mock Roos & Associates for permitting, bid and construction phase services for the Rehabilitation of Regional Forcemain Air Release Valves at a cost not to exceed $45,700 during Fiscal Year 2014.

Attachments
1) Fiscal Analysis
2) Executive Summary of 2008 Regional Forcemain Existing Conditions Report
3) Mock Roos & Associates Proposal

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	45,7000	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	45,700	0	$0	$0	$0

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

B. Recommended Source of Funds/Summary of Fiscal Impact

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2014 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
406-7490-535.62-20	Regional Sewer Capital	UT-RS1401	$710,000	$710,000	$710,000	-$45,700	$664,300

C. Fiscal Review:

Larry Johnson – Director
Monica Morandi –Engineer
Finance Department

Executive Summary

Mock-Roos (MR) and Jordan, Jones & Goulding (JJG) with the support of Jason Consultants (JC) and Corrosion Control (CC) were engaged in March 2006 by the City of Lake Worth and Palm Beach County Water Utilities Department (PBCWUD) to evaluate the existing conditions of the Regional Force Main (RFM) that supplies raw wastewater to the East Central Regional Water Reclamation Facility (ECRWRF). Using historical construction and operating information, including recent force main data from PBCWUD's 2004 Wastewater Collection System 20-Year Master Plan, and site investigations utilizing ultrasonic (UT) and broadband electro-magnetic (BEM) scanning of exposed pipe that were completed in April and May 2006 at 5 sites and surveys of the air release valves (ARVs) on the ductile iron segments in July 2006, the following significant phenomena was identified on the 42"–54" diameter ductile iron pipe (DIP) segments within Palm Beach County:

1. The "exoskeleton" of the DIP is good – corrosion is not significant from what's seen in similar applications that have been installed for 30 years.
2. Most corrosion is seen in the 42" and 48" diameters, longitudinally at around 90 degrees and 270 degrees (0 degrees is top of pipe). Worst corrosion appears to be from 100 mil liner ("polybond") flaw in a 48" bypass pipe installed in 1995 that ties into the 54" at the Haverhill Pump Station (ECR PS 5241). Corroded sections of bypass have been replaced by PBCWUD but a flanged section of the bypass that may have the liner flaw remains in service.
3. External 6 mil polyethylene encasement ("polywrap") in the observed locations was either frayed from poor initial installation, prior excavations or was installed with insufficient thickness.
4. External corrosion due to graphitization and pitting averages 75 mils which is between 8 – 12% of the installed pipe wall thickness. Pitting patterns were more prominent above the springline of the pipe perhaps due to the wetting and drying cycle of the water table; pit depths ranged up to 242 mils.
5. Soil resistivity indicates moderate corrosion potential in mostly sandy soils used as backfill material; the most aggressive soils were found in backfills at Okeechobee Boulevard and Haverhill Road, where widespread surface pitting was also detected.
6. Of the 26 ARVs indicated on record ("As Built") construction drawings, 14 are in good to very good operating condition - the remaining ARVs are in some degree of submergence, corroded or, in the case of 2 installations, ARVs had been removed, making them useless for removing entrained air from the system. Many of the faulty or submerged ARVs are located in the segment along Haverhill Road.
7. Documented normal and peak operating pressures have been well within the pressure rating of the pipe (150 psi) even as the standard wall thicknesses for DIP decreased in the early 1970s.

Sites that were excavated and DIP segments evaluated were as follows:

1. Intersection of Gun Club Road and Military Trail
2. Near intersection of Okeechobee Boulevard and Haverhill Road (at Haverhill Pump Station ECR 5241)
3. Intersection of Gun Club Road and Congress Avenue
4. Intersection of Florida Mango Road and Forest Hill Boulevard
5. Roebuck Road near the ECRWRF

Subsequent investigations focused on the nearly 4.5 miles of 36" diameter pre-stressed concrete cylinder pipe (PCCP) within the City of Lake Worth. The principal investigation was an acoustical emissions test (AET) of 6 pairs of sites (12 sensors total) conducted between October 2006 and February 2007 – actual monitoring took place between mid-December 2006 and the end of February 2007. AET seeks to identify active PCCP deterioration due to prestressing wire breaks during the monitoring period or broken wires that are continuing to slip within the mortar. The following significant observations were noted from the AET and other reviews of the PCCP components within Lake Worth:

1. Two wire-related events (WREs) occurred in the vicinity of site 3 (see location listed below) in late January 2007 – these WREs were outside the locatable range of a pair of AET sensors and could signal a prestressing wire break or slippage as much as a thousand feet away.
2. No additional WREs were noted during 700+ hour continuous monitoring period at any site.
3. Samples of installed pipe removed during construction at the City's Master Pump Station in February 2007 exhibited few visible defects – cementitious lining was intact, prestressing wires appeared taut within mortar, and little corrosion penetration was noted with the prestressing wires.
4. Of the 21 ARVs indicated on record construction drawings, 4 are in good to very good operating condition - the remaining ARVs are in some degree of submergence, corroded or, in the case of 4 installations, could not be located. Many of the faulty or submerged ARVs are located in the segment along Florida Mango Road near drainage ditches.

Sites that were excavated and PCCP locations evaluated were as follows:

1. Intersection of 10th Ave. and LWWD E-4 canal (Kellers Canal) (2 sites either side of intersection)
2. 7th Ave. North east of Kellers Canal (2 sites)
3. South of 7th Ave. North near Barnett Drive (2 sites)
4. Intersection of 4th Ave. North at interstate highway I-95 (2 sites each side of I-95)
5. Intersection of 3rd Ave. North at North G St. and SCL rail line (2 sites either side of railroad track)
6. Intersection of 2nd Ave. South and S. Lakeside Dr. (2 sites either side of intersection)

Overall assessment of the RFM is that both material components of the line are in good to excellent shape for the sites investigated, the age and service of the pipe. A primary focus going forward should be the maintenance and, in some cases, replacement of ARVS. Repeat testing at the same locations on both the County's and the City's segments is recommended at 5 year intervals (BEM can be repeated in 10 years).

MOCK•ROOS
ENGINEERS • SURVEYORS • PLANNERS

December 17, 2013
Revised January 8, 2014

Ms. Monica Morandi, P.E.
Lake Worth Utilities
1900 2nd Avenue North
Lake Worth, FL 33461-4298

Ref. No.: B0048.01
Subject: Rehabilitation of Regional Forcemain Air Release Valves
Permitting, Bidding and Construction Phase Services Proposal

Dear Monica:

We are submitting the attached *Proposal To Provide Permitting, Bidding and Construction Phase Services for Rehabilitation of Regional Forcemain Air Release Valves.* In this revision we have deleted the signature block for the City Manager per City request. Please review the attached proposal and return one signed copy to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the Scope of Services for a lump sum fee of $45,700.

If you have any questions please contact me at 683-3113, extension 258. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

John R. Leemon, P.E.
Senior Project Manager

Enclosure
Copies: Bookkeeping

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Mock, Roos & Associates, Inc.
5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Proposal To Provide Permitting, Bidding and Construction Phase Services for Rehabilitation of Regional Forcemain Air Release Valves

Services to be provided by: Mock•Roos

Services provided to ("City"): City of Lake Worth

Proposal Date: December 17, 2013
Revised January 8, 2014

Proposal Terms

A. Project Description:

The City owns and maintains approximately 4.45 miles of pressurized 36-inch diameter pre-stressed concrete cylinder pipe (PCCP) conveying wastewater from the Lake Worth Master Pump Station to the 42-inch tie-in to Palm Beach County portion of the Regional Forcemain (RFM) on Florida Mango Road. Of the 21 ARVs indicated on the Record Drawings on the City's portion of the RFM, 17 were physically located and inspected in the field by Mock•Roos staff. Based on this field investigation, numerous ARVs showed varying degrees of submergence and/or corrosion. Others were non-operational, or, in the case of the remaining four installations, could not be located (buried). Many of the non-operational and/or submerged ARVs are located in the segment along Florida Mango Road near drainage ditches. For the protection of the forcemain pipe it is important to rehabilitate and restore all ARVs to operation condition. Mock•Roos will provide Permitting, Bidding and Construction Phase Services as outlined in **B. Scope of Services.**

B. Scope of Services:

Permitting and Document Update Phase Services

1. Provide minor update to drawings based on our recent field review.

2. Prepare permit application package and apply for Palm Beach County Utility Permit for Construction in the ROW and follow-up as needed. City to pay permit fees, if any.

3. Notify the Health Department of the project including furnishing one set of construction drawings and request a "No Permit Needed" determination.

4. Provide a limited review of the Engineer's Opinion of Probable Construction Cost and update as necessary.

5. Provide for a review and update of the project manual as needed. Forward a draft copy of the project manual for City Attorney review.

6. Provide final deliverables of the construction drawings and project manual in paper copies and electronic PDF files.

Bid Phase Services

1. Prepare and assist the City to place the bid advertisement.

2. Offer paper copies of the drawings and project manual for sale at Mock•Roos office.

3. Provide coordination during the bid period to respond to bidders questions and prepare addenda if necessary.

4. Attend the bid opening and prepare Bid Tabulation.

5. Review the bids received and provide a "Recommendation for Award" of construction contract.

6. Assist in preparing construction contracts including coordination with the Contractor for execution.

7. Provide follow-up coordination with the City regarding the award of the construction contract.

Construction Phase Services

1. Provide Construction Phase Engineering Services for the Project, act as the City's engineering representative during construction, and advise the City on construction aspects of the project when necessary.

2. Coordinate, schedule and attend a preconstruction meeting with the Contractor, City and Subconsultants, prepare a detailed agenda for the preconstruction meeting, and prepare and distribute meeting minutes.

3. Review and process Contractor submittals and shop drawings for general conformance with the Contract Documents. Review and processing of "or equal" or "substitution" packages, as may be requested by the Contractor or City, can be performed as Additional Services. These services when requested are usually reimbursed by the Contractor.

4. Provide part time Project Field Representative services in accordance with the description of duties contained in the Project Manual. Project Field Representative services are budgeted not to exceed 3 hours per day for the active construction period of three months.

5. Provide periodic site visits by the Engineer to observe the progress of the Work.

6. Review and process Contractor submitted applications for progress payment. Recommendations to the City regarding payment will be based on estimated quantities and work to date amounts observed for the requested progress payment period.

7. Assist in resolving Contractor's technical questions, if any, during the construction period. Provide interpretations of the Drawings, Technical Specifications, and Contract Documents and issue clarifications as needed.

8. Assist in implementing City requested minor changes to the construction project, generally in the form of Work Directive Changes. These minor changes should not require re-design of project elements. Associated construction cost, if any, will be deducted from a general allowance balance on the Project. Preparing major Change Orders for City requested changes or additions may require Additional Services.

9. Attend periodic construction meetings with the Contractor, City, and Subconsultants, to discuss the progress of the Work, review the Contractor's proposed construction schedules, and discuss other items as may be appropriate.

10. Perform one "Substantial Completion Walkthrough" with the Contractor, City and Subconsultants.

11. Prepare and distribute a punch-list of remaining work items to be completed following the "Substantial Completion Walkthrough".

12. Prepare and assist the City in the execution of a Substantial Completion Certificate as appropriate.

13. Perform one "Final Project Walkthrough" with the Contractor, City and Subconsultants once the punch-list is completed. Prepare a list, if necessary, of any punch-list items found to be inadequately addressed and advise the Contractor of the items that remain to be completed before the Project can be accepted by the City.

14. Review Contractor submitted record drawings for conformance with the requirements of the Contract Documents and incorporate the Contractor's record drawing information into to the electronic drawing files for City use. Provide an electronic copy of the drawing files in AutoCAD "DWG" format.

15. Prepare and submit a completion statement to the Health Department. Coordinate with the Health Department as necessary.

16. Prepare and assist the City in processing final paperwork for the Project including: a final change order to adjust any quantities or other items in the Project, if necessary; the Contractor's final payment application; and a recommendation for final payment and final acceptance of the Project when appropriate.

17. The construction phase services budget contained herein includes providing services that run concurrent with the initial construction contract time (six months) including Project wrap-up coordination.

C. Additional Services:

1. Any services not included in the Scope of Services will be considered Additional Services.

2. Any design changes, schedule changes, drawing changes, or other project changes requested by City will be considered Additional Services.

3. Additional Services can be provided upon Mock•Roos receiving signed authorization from City.

D. Fees and Rates:

1. Mock•Roos will complete these services on a lump sum basis.

2. The total fee to provide the Scope of Services is $45,700.

3. Mock•Roos will not provide services in excess of the anticipated fee without signed authorization from City.

4. Mock•Roos can provide Additional Services at the Mock•Roos rates in effect at that time, plus reimbursable expenses or for an agreed upon lump sum fee.

E. Conditions:

1. All terms in this proposal become valid upon Mock•Roos receiving one complete copy of this proposal with an original signature.

2. This proposal serves as a supplement to the General Agreement between Mock•Roos and the City dated January 16, 2009, Contract No. WS-08-09-MR.

3. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

F. Acceptance and Authorization to Proceed:

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services. This authorization becomes valid upon Mock•Roos receiving one **complete** copy of this form with an original signature below.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the _____ day of _____, 2014.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

_____
Date

Approved as to form and legal sufficiency:

By: _____ for
Christy Goddeau
City Attorney

MOCK, ROOS & ASSOCIATES, INC.

By: _____
Garry G. Gruber
Vice President

1-8-14
Date

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of Jan, 2014, by Garry G. Gruber, Vice President of Mock, Roos & Associates, Inc., a Florida corporation, on behalf of the corporation, and who is personally known to me or who as produced the following _____ as identification.

JANE E. HAYES
Commission # FF 040421
Expires August 15, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public: Jane E. Hayes

Print Name: Jane E. Hayes
My commission expires: 8/15/17

I:\mk\b0048.01\ls01tbjh.doc

Regional Forcemain Air Release Valve Replacement
for
City of Lake Worth
Estimate of Permitting, Bidding and Construction Phase Engineering Fees

	TASK	Project Manager	Project Engr.	Field Rep	CADD Tech	Admin. Assist.	TOTAL
I.	***Permitting Phase Services***						
	Provide Minor Drawing Update	2	4		8		1,420
	Prepare PBC Roadway Permit	2	6		2	2	1,248
	Provide Follow-up on Permit Appl.	2	4		2	2	1,028
	Prepare Submittal to Health Dept.	1	2		1		455
	Update Engineer's Cost Opinion	1	3			1	539
	Update Project Manual	2	4			4	976
	Client Coord. Meeting & Follow-up	2	4			2	858
	Provide Final Deliverables	2	4		4	1	1,139
	Subtotal	14	31	0	17	12	7,663
II.	***Bidding Phase Services***						
	Assist with Bid Advertisement	1	2			2	488
	Offer Bid Sets for Sale	1	2		4	4	946
	Bid Phase Services	4	8			2	1,598
	Bid Opening & Recommendation	2	4			2	858
	Prepare Contract Document Sets	2	4			2	858
	Client Meetings/Coordination	4	4			2	1,158
	Subtotal	14	24	0	4	14	5,906
IV.	***Construction Phase Services***						
	Coordinate, Schedule & Attend Pre-con	2	4			1	799
	Review/Process Shop Drawings	2	4			2	858
	Provide Part-time Field Rep Services			180			15,300
	Provide Periodic Site Visits by Engineer	4	16				2,360
	Review/Process Pay Applications	2	8				1,180
	Assist in Resolving Contractor Questions	2	8				1,180
	Assist Implement Minor Changes	2	2				520
	Attend Construction Meetings	8	12				2,520
	Perform Substantial Completion Walk-thr	2	4	8			1,420
	Prepare Punch List		2			2	338
	Prepare Substantial Completion Cert.		1			1	169
	Perform Final Project Walk-thru	2	4	4			1,080
	Review Contractor Record Drawings		6		20	2	2,478
	Prepare PBC Permit Completion Stateme	1	2				370
	Prepare/Assist Final Paperwork	2	4			2	858
	Subtotal	29	77	192	20	10	31,430
	Total Hours	57	132	192	41	36	44,999
	Hourly Rate	150	110	85	85	59	
	Total By Staff Category	8,550	14,520	16,320	3,485	2,124	
	Total Hourly Cost						44,999
	Reimbursable Expenses						701
	TOTAL BUDGET						**$45,700**

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 28, 2014, Regular Meeting **DEPARTMENT:** Electric Utility

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EXECUTIVE BRIEF

TITLE:
Contract with Level One, LLC for Utility billing processing, printing and mailing services

SUMMARY:

The Contract will authorize the printing and mailing of the Utility Bills and associated documents with Level One, LLC. The amount of the contract is for $224,000 annually.

BACKGROUND AND JUSTIFICATION:
Lake Worth Utilities currently processes and prints utility bills and other mailing documents in house. The equipment used for these functions is antiquated and inefficient; the process is labor intensive and not cost effective. The contract with Level One, LLC retains the services of a single provider for bill printing and mailing services including statements, letters to all utility customers and additional 'bill stuffers' such as the monthly newsletter.

Requests for Proposals for Utility Billing Processing, Printing, and Mailing Services were solicited under RFP#12-13-206 in May 2013. Proposals were received from 9 vendors. Level One, LLC from Malvern, PA was ultimately selected as the most responsive, responsible bidder who represented the best overall value to the City. Contracting with a professional document processing firm allows the City to redesign its bill format, create a 'kiosk type' pay station, integrate on-line payments, and limit paper wherever possible. The contract with Level One, LLC will reduce costs and provide better communications to the citizens of Lake Worth. The contract is for five years with two additional one year renewal options in the amount of $224,000.

This item was reviewed and recommended for approval by the Electric Utility Advisory Board on November 13, 2013.

MOTION:
I move to approve/disapprove the contract with Level One, LLC for Utility Billing, Processing, Printing and Mailing Services.

ATTACHMENT(S):
Fiscal Impact Analysis
Evaluation Matrix
Evaluation Score Notes
Notice of Intent to Award
Notice of Recommendation to Award
Level One Proposal
Request for Proposals
Bill Print Format

Level One Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	0	0	0	0
Operating Expenditures	168,300	55,700	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	168,300	55,700	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 budgeted in 2014 operational account.

401-1240-513.34-50 – Other Contractual Services

Utility/Customer Service		Level One, LLC				
Account Number (s)		**Account Description (s)**	**FY 2014 Budget**	**Current Balance**	**Agenda Expenses**	**Remaining Balance**
401-1240-513-34-50		Contractual Services	257,500	206,636	(168,300)	38,336

C. Department Fiscal Review:

Clay Lindstrom – Electric Utility Director

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

Evaluation Meeting: July 9th 2013 at 3:00PM

TOTAL WEIGHTED AVERAGE

		RANKED:	**2**		**3**			**1**			
	Evaluation Criteria Score Sheet:	Weight	**Cash Cycle Solutions**	**Envelopes & Forms / SureBill**	**Level One LLC**	**Matrix Imiaging Solutions**	**Nordis Direct**	**Pinnacle Data Systems**	**Postal Center Internt'l**	**Severn Trent Enviromental Services**	**Southwest Direct, Inc.**
1	**Expertise of Designated Staff** - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	22.40	16.40	22.40	17.00	19.40	24.40	21.40	22.40	15.40
2	**Previous Performance on Similar Projects** - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in FL will be of primary interest to the City.	25	18.60	14.40	16.60	16.40	9.00	22.60	16.40	19.40	19.40
3	**Methodology and Approach** - Ratings based on a review of how the Proposer plans to implement the contract in reagrds w/ the technical rqiremnts of this RFP.	25	19.40	16.40	19.00	15.80	9.00	20.00	19.00	16.00	15.60
4	**Proposed Fee/Compensation** - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	20.20	20.00	19.00	18.80	10.80	21.60	15.00	10.00	13.20
	Total Average Score	**100**	**80.60**	**67.20**	**77.00**	**68.00**	**48.20**	**88.60**	**71.80**	**67.80**	**63.60**
	Total Points Received:		**403**	**336**	**385**	**340**	**241**	**443**	**359**	**339**	**318**

PLEASE VERFIFY EACH INDIVIDUAL PROPOSAL FOR PRICING ITEMS, AS EACH PROPOSAL HAD VARIOUS OPTIONS, INCONSISTANLY.

Exhibit "B" - Price Sheet **READ prices to confirm this sheet.**	**Cash Cycle Solutions**	**Envelopes & Forms / SureBill**	**Level One LLC**	**Matrix Imiaging Solutions**	**Nordis Direct**	**Pinnacle Data Systems**	**Postal Center International**	**Severn Trent Enviromental Services**	**Southwest Direct, Inc.**
Unit price per statement, bill processed (including processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS)	$0.08	$0.08	$0.0875	$0.085	$0.155	$0.08	$0.12256	$0.1553	$0.1230
Charge for printing 11" x 17" Folded Inserts (Newsletter)	sep custom quote	0.034 BW		$.021 BW $.043 C					
Charge for Inserting inserts, printed by SureBill.		No Charge	$0.005	No Charge					
Charge for Inserting inserts, City Supplied.		$0.034	$0.01						
Charge for additional Bill Inserts, in addtion to unit Price								$0.0308 **1** side BW	
Charge for Combined Bills	$0.06	No Charge	Included	$0	$0.07	$0.05	$0.025	$0.10	$0
Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies (realizing that cost will be estimated, provide best estimate per statement)	$0.36	$0.369	$0.36	.36 - .405	$0.36	$0.36	$0.36	$0.36	$0.365
Presorting and Combining Bills		$0.015							
Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up. _____ Hours	No Charge	$125 (waived)	Waived	$0	$100	No Charge	$55	$125	$0
Programming fee per hour for changes after initial set-up.	$100	$75 (waived)	$90	$100	$100	$125	$40	$125	$0
Graphic Design Fee per Hour, includes welcome kit design, insert design, add'l templates, etc.			$65						
Charge for additional bill inserts	$0.003		N/A	$0	$0.002	$0.005	$0.001	$0.0357 **2** sides BW	$0.005
Charge for indexed PDFs of bills	$0.005	No Charge	$0.005	$0	$0.003	$0.01	$0.0035	$0.10	$0.015
Pressure Sealed Double panel **postcard**, reduces first class posatage by more than 30%		$0.10							

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

EVALUATOR: Clay Lindstrom, Utilities Director

Evaluation Meeting: July 9th 2013 at 3:00PM

		RANKED:	**1**		3			**2**	3		
	Evaluation Criteria Score Sheet:	Weight	**Cash Cycle Solutions**	**Envelopes & Forms / SureBill**	**Level One LLC**	**Matrix Imiaging Solutions**	**Nordis Direct**	**Pinnacle Data Systems**	**Postal Center Internat'l**	**Severn Trent Enviromntl Services**	**Southwest Direct, Inc.**
1	**Expertise of Designated Staff** - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	25	10	25	10	20	25	25	25	10
2	**Previous Performance on Similar Projects** - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	20	12	15	12	10	18	12	15	12
3	**Methodology and Approach** - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	22	12	17	14	15	19	18	10	10
4	**Proposed Fee/Compensation** - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	18	20	15	22	16	19	17	15	21
	Total Points Received (100 Possible):		**85**	**54**	**72**	**58**	**61**	**81**	**72**	**65**	**53**

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

EVALUATOR: Corinne Elliott, Controller

Evaluation Meeting: July 9th 2013 at 3:00PM

	RANKED:		**2**	**3**				**1**			
	Evaluation Criteria Score Sheet:	Weight	**Cash Cycle Solutions**	**Envelopes & Forms / SureBill**	**Level One LLC**	**Matrix Imiaging Solutions**	**Nordis Direct**	**Pinnacle Data Systems**	**Postal Center Internat'l**	**Severn Trent Enviromntl Services**	**Southwest Direct, Inc.**
1	**Expertise of Designated Staff** - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	22	22	22	22	22	22	22	22	22
2	**Previous Performance on Similar Projects** - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	20	15	15	20	10	25	20	22	20
3	**Methodology and Approach** - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	20	20	15	15	15	20	15	20	20
4	**Proposed Fee/Compensation** - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	20	20	15	15	5	22	6	5	6
	Total Points Received (100 Possible):		**82**	**77**	**67**	**72**	**52**	**89**	**63**	**69**	**68**

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

EVALUATOR: Nelly Peralta, Assistant Director of IT

Evaluation Meeting: July 9th 2013 at 3:00PM

		RANKED:			**1**			**2**	**3**		
	Evaluation Criteria Score Sheet:	Weight	**Cash Cycle Solutions**	**Envelopes & Forms / SureBill**	**Level One LLC**	**Matrix Imiaging Solutions**	**Nordis Direct**	**Pinnacle Data Systems**	**Postal Center Internat'l**	**Severn Trent Enviromntl Services**	**Southwest Direct, Inc.**
1	**Expertise of Designated Staff** - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	20	18	25	18	15	25	20	20	20
2	**Previous Performance on Similar Projects** - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	20	10	23	20	0	25	20	20	20
3	**Methodology and Approach** - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	20	20	23	20	0	25	22	15	18
4	**Proposed Fee/Compensation** - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	18	20	25	22	18	20	20	15	18
	Total Points Received (100 Possible):		**78**	**68**	**96**	**80**	**33**	**95**	**82**	**70**	**76**

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

EVALUATOR: Donna Ryan-Ruiz, Utilities CS Supervisor

Evaluation Meeting: July 9th 2013 at 3:00PM

		RANKED:	**2**		**1**			**2**			
	Evaluation Criteria Score Sheet:	Weight	**Cash Cycle Solutions**	**Envelopes & Forms / SureBill**	**Level One LLC**	**Matrix Imiaging Solutions**	**Nordis Direct**	**Pinnacle Data Systems**	**Postal Center Internat'l**	**Severn Trent Enviromntl Services**	**Southwest Direct, Inc.**
1	**Expertise of Designated Staff** - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	25	22	25	20	25	25	25	25	0
2	**Previous Performance on Similar Projects** - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	18	25	20	15	10	20	15	20	20
3	**Methodology and Approach** - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	20	20	25	15	0	16	25	15	10
4	**Proposed Fee/Compensation** - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	20	15	20	15	5	22	17	5	6
	Total Points Received (100 Possible):		**83**	**82**	**90**	**65**	**40**	**83**	**82**	**65**	**36**

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

EVALUATOR: Sander Schrantz, Member of EAUB Board

Evaluation Meeting: July 9th 2013 at 3:00PM

		RANKED:	**3**					**1**			**2**
	Evaluation Criteria Score Sheet:	Weight	**Cash Cycle Solutions**	**Envelopes & Forms / SureBill**	**Level One LLC**	**Matrix Imiaging Solutions**	**Nordis Direct**	**Pinnacle Data Systems**	**Postal Center Internat'l**	**Severn Trent Enviromntl Services**	**Southwest Direct, Inc.**
1	**Expertise of Designated Staff** - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	20	10	15	15	15	25	15	20	25
2	**Previous Performance on Similar Projects** - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	15	10	10	15	15	25	15	20	25
3	**Methodology and Approach** - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	15	10	15	15	15	20	15	20	20
4	**Proposed Fee/Compensation** - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	25	25	20	20	10	25	15	10	15
	Total Points Received (100 Possible):		**75**	**55**	**60**	**65**	**55**	**95**	**60**	**70**	**85**

		Staff	Previous	Approach	Fee *
Cash Solutions	80	25	20	22	13 18
Level One	67	25	15	17	10 15
Pinnacle	76	25	18	19	~~18~~ 19 14
Matrix Imaging	53	10	12	14	22 17
Nordis	56	20	10	15 (+)	16 11
Serve Bill	49	10	12	12	~~16~~ 20 15
PCI	67	25	12	18	17 12
Severn Trent	60	25	12 15	10	15 10
SW. Direct	48	10	12	10	~~14~~ 21 16

* add 5 pts to each

Beck
7-8-13

Cash Cycle Solutions Charlotte NC , San Diego CA

Staff (25) Choate (Ass) 10 yrs. Goldstein (Mgr.) 3 yrs.
Gum (SVP) 15 yrs.
Nuss (VP) 16 yrs.
Roberts (VP) 6 yrs.
Carro (Dir) 19 yrs.

Previous Perf (25) 147 utility clients
Greensboro NC
GRU, FL
Key West, FL
HTE { Cary, NC
Harnett Co, NC

Approach (25) - Lock approach (staged)
e-bill, EBPP (+ 5 months) (selection criteria)

Fee (25) $0.08/statement + $0.035/pg.
.143
0.003 addn.
0.06 cube
0.030 postage
0.005 PDF's

Level One — Malvern, PA

Staff (25) — Boland 27 yrs
Hopton 24 yrs
Lockhead 25 yrs
Landsin 20 yrs
Petersen 12 yrs

Previous Perf. (25) — Aqua PA water
Suffolk Co NY water
PWSA, PA water
First Energy electric
BCWSA, PA water

Approach (25) — utilize existing equipment (alternate)
detailed w/o times
web-based
pre-vision

Fee (20) — $0.0875/statement
(.095)* 0.010 addn. + 0.005 extra
∅ combined
0.360 postage
0.005 PDF's

0.4475 + postage

Pinnacle — Birmingham, AL

Staff (25)
- Reddinger (20 yrs)
- Anderson (16 yrs)
- Curry (19 yrs)
- Coins (12 yrs)
- Project Mgr(s)

Previous Proj. (25) – Sungard (8 months)
- Cassel Berry FL
- Emerald Coast, FL
- Romulus, MI
- Titusville, FL
- Traverse City MI
- Leesburg FL
- Ormond Beach FL

Approach (25) 90 days detailed

Fee (25)

(.135)

$0.08 / statement
- 0.005 addn.
- 0.05 combin
- 0.36 postage
- 0.01 PDF's

0.51

Sarbom NY, San Antonio TX

Matrix Imaging

Staff (25) 9 analysists, 2 supps.

Previous Pref (25) utilities, medical, mfg., collections

Passaic H2O NJ Martin Co. FL
Natural Gas NY
Clermont H2O OH
Orange H2O NC
Hot Springs AR

Approval (25) 10 wks — 4 wks

Fees (25) 0.085 / statement
∅ addn. (provided sys.cit.) *
∅ cambil
0.360 postage
∅ PDF's
0.021 11x17 + 0.043 color *

0.445 + *

.129

Nordis — Coral Springs, Fla

Staff (25) Rich (VP) 20yrs
Robin (VP) 17yrs.
Samuel (VP) 14yrs

Prev. Ref. (25) - 14 Hospitals

Approach (25) - all manual/DYA for fully outsourced billing activity
Expresso

Fee (25) $0.155 /student
0.002 addr
0.070 Combined Bills
0.360 postage
0.003 PDF's
0.59

.227

Sure Bill Duluth GA

Stuff (25) no resume's

Previous Perf. (20) 1994 OCU FL
Sarasota TAY
Gwinnett GA multi
Savannah GA
Spartanburg SC multi

Approach (25) 3 phases (2 weeks)

Fee (25) $0.08/student
0.034 11x17
0.02 addn.
¢ customize
0.369 postage
0.10 postcard
¢ PDF's

0.134

PCI

Ft. Lauderdale, Fl ; Orlando, Fl

Staff (25)

Doing 7yrs.
Customer 20yrs
Lease 35yrs
Shtrack 15yrs
Doing 20yrs.

Previous Perf. (25)

Liberty Bell Ill
Cemex OH
W.A.E Global
Miami Dade
TSF GA
Smoke TAK

Approach (25)

Subcontracted / Advanced Proc & Imaging
Surcharged (12yrs)
detail - no time

Fee (25)

$0.12327 Structure (optional black)
0.001 addn.
0.025 combined
0.36 postage
0.035 PDF's

0.57527

Sewer Treat — Sarasota FL / Ft Washington, PA

Stella (25) — Daszynski 35yrs.
Varma 37yrs.
Gardner 27yrs.

Previous Pref (25) — Water/Sewer
Brevard Co.
Dunedin
HTE { Hallandale Bch, Lantana, Okaloosa Co. }

Approach (25) — ?

Fee (25) — $0.1553/statement
0.0308 addn. + 0.357 extra
0.10 combined
0.36 postage
0.10 PDF's

0.5153

Southwest Dist Ft. Myers, FL.

Stuff (25)

Previous Perf (25) — Clay Co., Lee Co., LCEC (electric) Ocoee, Ft Myers, St. Augustine
water/sewer

Approx (25) — 10 wks (? details)

Fee (25 - $0.123/statement
0.005 addn.
0 cust.
0.365 postage
~~0.050~~
0.015 PDF's

0.508

1.20

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

Evaluation Meeting: July 9th 2013 at 3:00PM

Evaluator Name: Corinne Elliott.

	Evaluation Criteria Score Sheet:	Weight	Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imiaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center International	Severn Trent Enviromental Services	Southwest Direct, Inc.
1	**Expertise of Designated Staff** - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	22	22	22	22	22	22	22	22	22
2	**Previous Performance on Similar Projects** - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	20	15	15	20	10	25	20	22	20
3	**Methodology and Approach** - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	20	20	15	15	15	20	15	20	20
4	**Proposed Fee/Compensation** - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	20	20	15	15	5	22	6	5	6
	Place Your Notes Here - Any Questions to Ask at Eval Meeting Any Clarifications Needed.										
	Total Points Received		82	77	67 ~~52~~	72	54 ~~42~~	89	63	69	68
	Average Total Score	**100**									

PLEASE VERFIFY EACH INDIVIDUAL PROPOSAL FOR PRICING ITEMS, AS EACH PROPOSAL HAD VARIOUS OPTIONS, INCONSISTANLY.

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

Evaluation Meeting: July 9th 2013 at 3:00PM

Evaluator Name: _____

	Evaluation Criteria Score Sheet:	Weight	**Cash Cycle Solutions**	**Envelopes & Forms / SureBill**	**Level One LLC**	**Matrix Imiaging Solutions**	**Nordis Direct**	**Pinnacle Data Systems**	**Postal Center International**	**Severn Trent Enviromental Services**	**Southwest Direct, Inc.**
1	**Expertise of Designated Staff** - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	147 Employees, staff appears adequate			77 employees, resumes of all the 4 dedicated staff not included		Project managers 12 + years expiereance 139 employees 3 assigned one unsure but all impressive	Expierance appers adequate.	expierance appears adequate	Appears adequate exact staff not listed
2	**Previous Performance on Similar Projects** - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	Only 1 sunguard customer 1 in florida. 1 other florida reference but not sunguard	Only listed 1 florida client and no Sungurd clients	Utility bills but not electric specifically and no indication on expierance with Sungurard	Only 1 sunguard user listed in the reference and only one florida client	not provided	Has 8 other utility contracts that also use H.T.E. , purchased Sunguard in 2008 ,	Registered sunguard partner. Customer references do not indicate weather they are sunguard clients	Listed 3 sungurad clients. One of which is Lantana.	Many Florida Clients only 1 listed as using Sunguard
3	**Methodology and Approach** - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	6 weeks to implement	4-6 Weeks	did not state	4 weeks to implement -not very detailed.	Approximately 4k to Set up and no schedule for set up	60-90 days to implement very detailed	Does not specify time line just an outline of what needs to be done.	30 days	approx 10 weeks to implement
4	**Proposed Fee/Compensation** - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25									
	Place Your Notes Here - Any Questions to Ask at Eval Meeting Any Clarifications Needed.		Not impressed with presentation. Stated that would cost considerable more for security		Samples only available in the original submission book	Not impressed with presentation.					
	Total Points Received										
	Average Total Score	**100**									

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

Evaluation Meeting: July 9th 2013 at 3:00PM

Evaluator Name: Nelly

	Evaluation Criteria Score Sheet:	Weight	Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imiaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center International	Severn Trent Enviromental Services	Southwest Direct, Inc.
1	**Expertise of Designated Staff** - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	20	18	25	18	15	25	20	20	20
2	**Previous Performance on Similar Projects** - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	20	10	23	20	0	25	20	20	20
3	**Methodology and Approach** - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	20	20	23	20	0	25	22	15	18
4	**Proposed Fee/Compensation** - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	18	20	25	22	18	20	20	15	18
	Place Your Notes Here - Any Questions to Ask at Eval Meeting Any Clarifications Needed.										
	Total Points Received		78	68	96	80	33	95	82	70	76
	Average Total Score	**100**									

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

Evaluation Meeting: July 9th 2013 at 3:00PM

EVALUATOR: Donna Ryan-Ruiz, Utilities CS Supervisor

	RANKED:										
	Evaluation Criteria Score Sheet:	Weight	**Cash Cycle Solutions**	**Envelopes & Forms / SureBill**	**Level One LLC**	**Matrix Imiaging Solutions**	**Nordis Direct**	**Pinnacle Data Systems**	**Postal Center Internat'l**	**Severn Trent Enviromntl Services**	**Southwest Direct, Inc.**
1	**Expertise of Designated Staff** - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	25	22	25	20	25	25	25	25	~~0~~
2	**Previous Performance on Similar Projects** - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	18	25	20	15	10	20	15	20	20
3	**Methodology and Approach** - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	20	20	25	15	~~0~~	16	25	15	10
4	**Proposed Fee/Compensation** - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	20	15	20	15	5	22	17	5	6
	Total Points Received (100 Possible):		83	82	~~25~~ 90	~~50~~ 65	40	83	~~42~~ 82	66	36 ~~46~~

City of Lake Worth - Evaluation Matrix

we pay 190.00 mail permit per Nov. 90-Day 1st Class present

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

Evaluation Meeting: July 9th 2013 at 3:00PM

Evaluator Name: _____

	Evaluation Criteria Score Sheet: BILL DESIGN?	Weight	NC + CA Cash Cycle Solutions	GA Envelopes & Forms / SureBill	PA Level One LLC	NY + TX Matrix Imiaging Solutions	CORAL SPRINGS Nordis Direct don't see any	AL Pinnacle Data Systems	FT. LAUD + ORLANDO Postal Center International (part of Best Practices - Best Practice)	SARASOTA Severn Trent Enviromental Services - ALL THE SAME DESIGN	FT. MYERS Southwest Direct, Inc. YES
1	**Expertise of Designated Staff** - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved: Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms. All look good	25	25	22	25	20	Good what is expresso?? 25	25	good 25	good 25	good
2	**Previous Performance on Similar Projects** - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	18	LASER BILLS Orange City Utilities good 25 don't one address together		15	don't see any 10	20	subcontractor for CZG for Sungard don't see other cities	20 good OKALOSSA CTY 27,728 SUNGARD	LASER BILLS diff language! former Sungard 60,000 pre Sungard 12,000 bills
3	**Methodology and Approach** - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	20	30 DAYS! up to 5 inserts 20			don't see any	16	up to 6 inserts	TOO QUICK 30 DAYS! 15	10 weeks 10
4	**Proposed Fee/Compensation** - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	20	15		15	5	28	17 reprint thru Dot Mailer		6
	Place Your Notes Here - Any Questions to Ask at Eval Meeting Any Clarifications Needed. Send us the file, reprint bills?			PDF copies					subcontractor for Sungard recommend no making? change to our office - we want a new bill!	Yes-Sungard Pre-printed bills? reprint - yes	Yes- Sungard reprint - yes
	Total Points Received										
	Average Total Score	**100**									

TURN-AROUND

Process w/in 24 hrs - when mailed?

within 24 hr

SAME DAY IF REC'D BY 7AM - THEN NEXT DAY

PLEASE VERFIFY EACH INDIVIDUAL PROPOSAL FOR PRICING ITEMS, AS EACH PROPOSAL HAD VARIOUS OPTIONS, INCONSISTANLY.

Exhibit "B" - Price Sheet READ prices to confirm this sheet.	Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imiaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center International	Severn Trent Enviromental Services	Southwest Direct, Inc.
Unit price per statement, bill processed (including processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS)	$0.08	$0.08	$0.0875	$0.085	$0.155	$0.08	BLACK FRONT BLUE BACK $0.12256	$0.1553	$0.1230
Charge for printing 11" x 17" Folded Inserts (Newsletter)	sep custom quote	0.034 BW		$.021 BW $.043 C					
Charge for Inserting inserts, printed by SureBill. ?		No Charge	$0.005	No Charge				local Printing Co.	
Charge for Inserting inserts, City Supplied.		$0.034	$0.01						
Charge for additional Bill Inserts, in addtion to unit Price								$0.0308 **1** side BW	
Charge for Combined Bills what are Combined bills?	$0.06	No Charge	Included	$0	$0.07	$0.05	$0.025	$0.10	$0
Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies (realizing that cost will be estimated, provide best estimate per statement)	$0.36	$0.369	$0.36	.36 - .405	$0.36	$0.36	$0.36	$0.36	$0.365
Presorting and Combining Bills ?		$0.015							
Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up. _____ Hours	No Charge	$125 (waived)	Waived	$0	$100	No Charge	$55	$125	$0
Programming fee per hour for changes after initial set-up.	$100	$75 (waived)	$90	$100	$100	$125	$40	$125	$0
Graphic Design Fee per Hour, includes welcome kit design, insert design, add'l templates, etc. Is this to design the bill?			$65						
Charge for additional bill inserts	$0.003		N/A	$0	$0.002	$0.005	$0.001	$0.0357 **2** sides BW	$0.005
Charge for indexed PDFs of bills	$0.005	No Charge	$0.005	$0	$0.003	$0.01	$0.0035	$0.10	$0.015
Pressure Sealed Double panel **postcard**, reduces first class posatage by more than 30%		Remember Add'l fees $0.10							
							add to inserts use their print		

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

Evaluation Meeting: July 9th 2013 at 3:00PM

Evaluator Name: _____ **Sander Schrantz**

	Evaluation Criteria Score Sheet:	Weight	Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imiaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center International	Severn Trent Enviromental Services	Southwest Direct, Inc.
1	**Expertise of Designated Staff** - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	20	10	15	15	15	25	15	20	25
2	**Previous Performance on Similar Projects** - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	15	10	10	15	15	25	15	20	25
3	**Methodology and Approach** - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	15	10	15	15	15	20	15	20	20
4	**Proposed Fee/Compensation** - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	25	25	20	20	10	25	15	10	15
	Place Your Notes Here - Any Questions to Ask at Eval Meeting Any Clarifications Needed.										
	Total Points Received		75	55	60	65	55	95	60	70	85
	Average Total Score	**100**									

PLEASE VERFIFY EACH INDIVIDUAL PROPOSAL FOR PRICING ITEMS, AS EACH PROPOSAL HAD VARIOUS OPTIONS, INCONSISTANLY.

Exhibit "B" - Price Sheet **READ prices to confirm this sheet.**	Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imiaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center International	Severn Trent Enviromental Services	Southwest Direct, Inc.
Unit price per statement, bill processed (including processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS)	$0.08	$0.08	$0.0875	$0.085	$0.155	$0.08	$0.12256	$0.1553	$0.1230
Charge for printing 11" x 17" Folded Inserts (Newsletter)	sep custom quote	0.034 BW		$.021 BW $.043 C					
Charge for Inserting inserts, printed by SureBill.		No Charge	$0.005	No Charge					
Charge for Inserting inserts, City Supplied.		$0.034	$0.01						
Charge for additional Bill Inserts, in addtion to unit Price								$0.0308 **1** side BW	
Charge for Combined Bills	$0.06	No Charge	Included	$0	$0.07	$0.05	$0.025	$0.10	$0
Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies (realizing that cost will be estimated, provide best estimate per statement)	$0.36	$0.369	$0.36	.36 - .405	$0.36	$0.36	$0.36	$0.36	$0.365
Presorting and Combining Bills		$0.015							
Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up. _____ Hours	No Charge	$125 (waived)	Waived	$0	$100	No Charge	$55	$125	$0
Programming fee per hour for changes after initial set-up.	$100	$75 (waived)	$90	$100	$100	$125	$40	$125	$0
Graphic Design Fee per Hour, includes welcome kit design, insert design, add'l templates, etc.			$65						
Charge for additional bill inserts	$0.003		N/A	$0	$0.002	$0.005	$0.001	$0.0357 **2** sides BW	$0.005
Charge for indexed PDFs of bills	$0.005	No Charge	$0.005	$0	$0.003	$0.01	$0.0035	$0.10	$0.015
Pressure Sealed Double panel **postcard**, reduces first class posatage by more than 30%		$0.10							

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

Notice of Intent to Award

MEMORANDUM

To: All Interested Parties

From: Kari Hansen
Purchasing Agent

Date: October 11, 2013

Ref: RFP 12-13-206
Utility Billing Processing, Printing and Mailing Services

Subject: Notice of Recommendation to Award

Based on the results of the three presentations and the review of the nine (9) sealed proposals submitted in response to the above-referenced solicitation, the City of Lake Worth is recommending that the award be made to ***Level One, LLC*** as the most responsive, responsible proposal which has been determined to represent the best overall value to the City. The effective date is October 11th 2013.

Thank you very much to all the firms that took the time and effort to submit their proposals and to the other two firms whom were also shortlisted and made great presentations. If you have any questions, feel free to contact me via email at KHansen@LakeWorth.org, or at the phone number shown above.

Sincerely,

Kari Hansen
Purchasing Agent
City of Lake Worth

Cc: Bid File

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

September 10th 2013

Level One, LLC.
Charles Lockhead, Vice-President
3 Great Valley Parkway, Suite 100
Malvern, PA 19355

Re: RFP 12-13-206
Utility Billing Processing, Printing & Mailing Services

Subject: Notice of Recommendation to Award

Dear Mr. Lockhead:

Congratulations! This letter will advise you that ***Level One, LLC*** has submitted a proposal for the above referenced solicitation which has been determined to represent the best value to the City for our Utility Billing Processing, Printing & Mailing Services.

The City will prepare and forward a contract for your review and execution. We are targeting October 1st or 15th for the Commission Meeting agenda. In the meantime, please forward to the Procurement Office the following documents: Your current Certificate of Insurance as specified in the RFP doc, your W-9 and a City of Lake Worth business tax receipt which can be obtained at 1900 2nd Avenue. Thank you for your interest in our City and for your proposal. We look forward to working with your firm.

If you have any questions, feel free to contact me via email at KHansen@LakeWorth.org, or at the phone number shown above.

Sincerely,

Kari Hansen
Purchasing Agent
City of Lake Worth

Cc: Bid File

City of Lake Worth, FL

Request for Proposal
12-13-206
Utility Billing Processing, Printing, and Mailing Services

Proposal Due Date:
Thursday, June 20, 2013
3:00 p.m. EDT

Proposal submitted by:

Level One LLC
Corporate Headquarters
3 Great Valley Parkway, Ste 100
Malvern, PA 19355-1416
610.229.9200 main
610.771.4600 fax
GoLevelOne.com

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Cover Letter

Level One's Cover Letter, printed on our company letterhead follows this page.

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Level One LLC
Three Great Valley Parkway | Suite 100
Malvern, PA 19355-1478

Main | 610.229.9200
Web | golevelone.com

May 28, 2013

Ms. Kari Hansen
City of Lake Worth, FL
Procurement Office
7 North Dixie Highway
Lake Worth, FL 33460

RE: Level One Response - Request for Proposal # 12-13-206
Utility Billing Processing, Printing, and Mailing Services

Dear Ms. Hansen:

I want to thank you on behalf of our company for the time that you and your team will spend evaluating Level One's proposal.

Level One's delivery strategy, utility industry experience and understanding of your business processes make us uniquely qualified among all of the respondents. Our proposed solution, by design, is the only one that affords the City of Lake Worth the flexibility to engage the precise blend of services and functionality that are best for its needs. Our disciplined project management approach and collaborative communication platform will help ensure and effective and efficient implementation for the City.

Level One values the relationship and reputation it continues to build within the utility industry. We look forward to the next phase of this process so that we can demonstrate our ability to deliver a tightly integrated solution for paper and electronic communications that provides consistent branding across all channels, flexibility, scalability and ease of deployment.

Level One does not have any ethical conflicts of interest with the City of Lake Worth, FL and has made no campaign contributions to the City Commission.

Charlie Lockhead, Vice President of Operations is also authorized to represent Level One with regard to this RFP response.

We look forward to the next step in your evaluation process and to the potential of meeting with your team to demonstrate the benefits of our model.

Sincerely,

John Parker Boland
President and CEO

Exhibit B, C, D and Addendum Acknowledgements

Exhibit B	Proposer's Price Sheet
Exhibit C	Proposer Information Page
Exhibit D	Drug-Free Workplace Confirmation
Addendum No. 1	Acknowledgement of Receipt
Addendum No. 2	Acknowledgement of Receipt

These five documents follow this page in respective sequence.

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EXHIBIT "B"

UTILITY BILL PRINTING AND MAIL SERVICES

PRICE SHEET

Base Price

$ 0.0875 /ea.	Unit price per statement, bill processed (including processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS)
$ 0.010 / ea.	Charge for additional bill inserts ***(Provided by The City)***
$ 0.005 / ea.	***Charge for additional bill inserts (Provided by Level One)***
$ Included	Charge for Combined Bills ***(Included in Base Price above)***
$ 0.360 / ea.	Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies (realizing that cost will be estimated, provide best estimate per statement) ***Listed Price is the 5-Digit rate as of bid submission, actual Postage may be slightly higher as not all mail pieces will qualify at 5-digit.***
$ Waived	Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up. N/A Hours ***Set Up charges waived in consideration of (5) year agreement. Includes the redesign of (1) Bill Template.***
$ 90.00 / hr.	Programming fee per hour for changes after initial set-up.
$ 65.00 / hr.	***Graphic Design fee per hour (would apply to Welcome Kit design, insert design, additional bill/notice/letter template design, etc.)***
$ N/A	Charge for additional bill inserts
$ 0.005 / ea.	Charge for indexed PDFs of bills
$ 0.4475	**TOTAL (Unit Price plus Postage for a Single Page Bill, including the Bill Form, #10 OE and an enclosed #9 RE)**

Additional Products & Services

Item #	Description	Price
Add'l.	**PreVIEW® On-Line Pre-Production Quality Review** **Set-Up** **Monthly Flat Fee** Includes (3) query criteria.	 **$150.00 (1-Time)** **$100.00 / month**
Add'l.	**SureVIEW® On-Line Bill/Letter Image Archive** **Set-Up:** **Monthly Flat Fee:** Includes (3) query criteria.	 **$200.00 (1-Time)** **$100.00 / month**
Add'l.	**VIA Print / Additional Pages (simplex color laser, imaged onto Bill Stock – includes cost of material)**	**$0.065 / page**
Add'l.	**eVIEW EBPP Services**	**TBD**

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Alternative Solution Proposal

The majority of our proposal as detailed above describes a fully integrated end-to-end Print & Mail and EBPP solution.

As an alternative solution, to best leverage the City of Lake Worth's existing internal print & mail capabilities, Level One would build our document creation platform to design and produce the City's ***ONE*** bill or letter image. Our development team would work collaboratively with the City's team to design highly effective and efficient bill and letter document designs, and we would build out the document creation code that would transform the city's bill extract files into billing documents. These images could be easily routed back to the City's production equipment or to any of the City's existing partners for print & mail or for electronic presentment.

To execute this solution, Level One would build the application code around the City's current business rules (redesigning Bills and Letters as required), presentment and payment system parameters, and print & mail production and QA requirements. This image would then be distributed to the City's current in-house print equipment and EBPP partners and would serve as ***THE*** Bill / Letter image, assuring that paperless billing customers would see the ***SAME*** bill and letter images as print & mail customers. ***THIS INCLUDES ALL ADDITIONAL INSERTS THAT WOULD HAVE BEEN SENT WITH USPS-MAILED DOCUMENT. This would allow the City to overcome the significant current limitation that EBPP customers may not be able to easily see bill backers or additional included content.***

In addition to the potential of lower overall production costs, an additional key advantage of this approach for the City would be the inherent business continuity that would result. Upon set up of this capability, Level One would pre-synchronize with the city's current equipment set-up or with a local (Lake Worth, IL) print and mail facility (chosen by the City or by Level One) to be able to engage print & mail production on short notice. If for some reason there was an issue that caused print production to be jeopardized at the City's print shop or local current vendor, Level One could easily redirect print files to a redundant print facility for a prompt and seamless transition. (In the case of a regional disaster, Level One would engage our full Disaster Recovery Plan, and the City's production would be seamlessly shifted to a Level One network production facility in a region unaffected by the event.)

It's important to note that all of the quality assurance steps that would be in place for a fully integrated end-to-end Print & Mail and EBPP solution would still be built out, tested and implemented under this alternative. All file transmission, automated file handling and routing, data validation, image creation quality, electronic distribution controls, and full record-level closed loop reconciliation QA steps would be consistent with our proposed end-to-end solution.

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Costs associated with this Alternative Solution are shown below:

Alternative Proposal Fee Structure

Item #	Description	Price
Alternative	**Set-Up Fee** This fee covers (1) NEW Bill Design and Initial Set-Up to synchronize production with the City's in-house print shop or selected local production facility.	**$400.00 (1-Time)**
Alternative	**Bill / Letter Image Creation** This fee covers processing of the city's data files, creation and delivery of print-ready Bill or Notice files (in postal presort order) to the City's selected production facility. Includes Postage Reports.	**$150 / month**

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EXHIBIT "C"

PROPOSER INFORMATION PAGE

RFP # 12-13-206

Company Name: LEVEL ONE LLC

Authorized Signature: [signature] (Signature) CHARLES LOCKHEAD (Print Name)

Title: VICE PRESIDENT

Physical Address: 3 GREAT VALLEY PARKWAY, SUITE 100 (Street)

MALVERN (City) PA (State) 19355 (Zip Code)

Telephone: 610-229-9200 Fax: 610-771-4600

Email Address: CHARLIE.LOCKHEAD@GOLEVELONE.COM

Web Site (if applicable: WWW.GOLEVELONE.COM

Federal Identification Number: 20-1040709
This is a requirement of every Proposer.

EXHIBIT "D"

RFP 12-13-206

CONFIRMATION OF DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

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

Authorized Representative's Signature _____ Date 18-JUNE-2013

Name: CHARLES LOCKHEAD Position: VICE PRESIDENT

**** If this form is not returned, the City will assume the Proposer has not implemented a drug-free workplace program.**

Summary of Proposed Management & Organization

All members of Level One's implementation and client services teams are employees of Level One. The City of Lake Worth will be assigned a primary contact for both of the implementation processes, but will have direct access to all team members. Upon completion of the implementation and testing phases, the CITY will be assigned an account management team consisting of a primary account manager, backup personnel, and technical support.

Level One's project management and implementation team is comprised of experienced industry professionals:

John P. Boland
President & CEO

- With over 27 years of industry experience in business printing and mailing outsourcing, John Boland is the co-founder of Level One and will act as the executive sponsor for this client relationship.
- A leader in providing innovative and strategic document management solutions to customers, John brings broad experience in all aspects of document management and business process outsourcing solutions.
- Mr. Boland has managed the development and delivery of ASP applications for statement processing, document management, e-commerce, e-billing and e- payments for both B2B and B2C markets, with a focus on utilities and financial services.

Education
B.A. - Business, Marketing/Management, Holy Family University, Philadelphia, PA

Dennis Hopton
Vice President, Client Services

- Dennis has over 26 years experience in the business printing and mailing outsourcing industry and has been with Level One since 2007. ***Dennis has been delivering successful outsourcing solutions for utility services for over 15 years and will be the City's primary contact during the print & mail implementation.***
- As Vice President of Client Services, Dennis demonstrates unmatched expertise with integrating customized services, leveraging expertise across industries and applying business knowledge to our clients' strategic goals.
- Dennis maintains close contact with clients to update programs that meet PUC requirements. He monitors and reports metrics; coordinates all collateral needs and oversees our proprietary project management portal.

Education
B.A. – Business Administration, West Chester University, West Chester, PA

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Charlie Lockhead
Vice President, Administration and Quality Assurance

- 25 years experience in manufacturing, with nearly 10 years concentration in printing and mail production services. Charlie has been with Level One since 2005.
- As VP of Quality Assurance, he sets the standards on defining, implementing and maintaining standard QA processes, methodologies, and templates for use on client deliverables and actively monitors and prioritizes the client to ensure quality results are delivered on time and within budget.
- Lead and drive the definition, preparation, and execution of testing strategies for client project engagements including Unit, Functional, System Integration, Performance, and User Acceptance test phases according to the defined QA framework.

Education
B.S. - Mechanical Engineering, Carnegie Mellon University, Pittsburgh, PA.
MBA - Boston College, Chestnut Hill, PA.

Kate Lindstrom
Product Manager, OneView® Suite of online services & Project Implementation Lead

- Over 20 years experience with information technology implementation and customer relationship management, with more than 8 years of technical management and staff supervision. ***Kate is an expert strategist and highly skilled implementation manager and will be the City's primary contact during the EBPP implementation.***
- Technical background in software solutions assessment, implementation, training and support, and software product development and delivery.
- History of success taking on critical account relationships requiring high levels of interaction and communication and intensive monitoring and follow up.

Education
B.A., Design and Computer Applications, University of Notre Dame, Notre Dame, IN

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Chris Peterson
Lead Programmer

- Over 12 years experience coding, testing, maintaining, and documenting the application program code that produces the bill images
- Broad experience working with all types of bill and letter file formats ranging from raw data files to pre-composed print image files
- Highly skilled in building complex applications utilizing multiple document types and templates
- Developed Level One's highly automated file handling, exception messaging and reporting platform

Education
B.S. – Computer Science, West Chester University, West Chester, PA

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Proposal Key Points

The discussion below specifically addresses the RFP's Key Proposal Points (1) through (3):

1) Address the Firm's ability to comply with the requirements of the scope of work attached hereto as Exhibit "A". If a deviation, variance or exception to the requirement is requested or declared, clearly point this out in the Firm's proposal.
   ***Level One*: Our solution would comply with all work elements of "Exhibit A".**
2) Describe the Firm's qualifications, capabilities, the infrastructure on-hand, and approach to provide the work outlined in the scope of work attached hereto as Exhibit "A".
   ***Level One*: Based on our industry experience and our proven implementation experience, we feel uniquely qualified to exceed all of the City's requirements as outlined in "Exhibit A".**
3) Provide examples of "best practice" utility bill formats currently used by the Firm which could be adapted to the City's bill information
   ***Level One*: Level One's document design expertise (relating to all of the document types highlighted in Exhibit A – Section B) is evident in several recent document redesigns completed for our clients. We would be pleased to have the opportunity to share this proprietary work product with City's Evaluation Committee during a more formal short list presentation.**

Company Background & History

Level One was founded in 2004, however the company's roots can be traced back much further. Level One's principals have been delivering document processing, print and mail and electronic presentment and payment solutions for over 20 years. The management team as a whole has accumulated 60 years of experience across a wide range of market spaces. These range from Water/Gas/Electric Utilities, to Financial Services, to Business-to-Business applications. The Level One Team's utility and municipality experience has been honed through persistent focus and concentration to bring a level of understanding that is second to none.

Level One's highly automated file handling platform, fully integrated EBPP solution, innovative document creation and QA tools, and print and mail expertise all contribute to our ability to ask the right questions, formulate the best solutions and deliver them on budget and on schedule for our clients.

Another segment of Level One's diverse business operations is represented by web-based Print Management programs. These programs are structured around both customized print-on-demand items (e.g. business cards) and stock items (business forms). As a result, Level One has developed specific expertise in effectively managing printed material supply chains – identifying and implementing ordering and purchasing strategies that drive significant cost savings and process efficiencies for our clients. We will bring all of this experience to bear in our relationship with the City of Lake Worth.

Level One –Print & Mail and EBPP

Level One has extensive experience in designing, developing, and managing integrated, outsourced utility print and mail and EBPP applications. Our depth of expertise in the utility market is strong in providing mission-critical customer communications to utilities, municipalities and other entities that are contracted with client for billing services that include metered services including water, sewer, electric, gas in addition to a variety other non-metered services. Level One also produces reminder notices and shut-off notices and other mission-critical customer service letter programs. Rather than focusing on multiple markets, our customers find value in that we

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focus solely on the utility sector. Our solutions are customized to specific industry needs, thus better suited to meet City's business requirements.

We receive billing extract files from our clients 24/7/365, by which we retrieve files, send receipt notification e-mails, and generate pre-production validation reports. Depending on our clients' requirements, it is common practice for Level One to automate all data transfer and processing routines incorporating critical quality checkpoints at every step in production.

Our state of the art digital production tools encompass data management, document composition, and image production modules. These tools are flexible enough to accommodate any type of file, including the City's Sungard bill extract format.

Level One has developed superior capabilities through its technological leadership. Our state-of-the-art data management, document design and composition, image creation tools, and payment processing and management platform have greatly benefited our clients by streamlining processes, reducing costs, and increasing the return on their EBPP and bill print investments. Level One currently produces millions of utility images per month with significant capacity for growth.

Expertise in the utility sector is one of our strengths and is a core competency. We understand the complexities of this industry. Our innovative tools, production processes, quality assurance procedures and adherence to contracted service levels are a reflection of Level One's proficiency.

Specifically, Level One is a key supplier to many utilities providing bill print and mail and EBPP similar services. Level One presently provides outsourcing services including bill design, application code development, maintenance, IT support/ programming, daily processing, and payments processing and management for the largest publicly-owned water utilities in the United States averaging more than 2,000,000 images monthly.

This program involved a complex mix of different billing extract files that required conversion over to one common platform, multiple bill formats, multiple file splits with multiple pull codes, and customized production reporting requirements. Level One worked closely with the client on all elements of this implementation from EBPP configuration, to bill design, to development of the functional and technical specifications, to definition of all business rules, to customized post production reporting.

In Level One's view, one of the keys to success for the City lies in the goal of seamless integration of document creation and print & mail services. You will find Level One's approach unique and our capability to unify our expert utility document management skills, our versatile presentment platform, and our proven print and mail experience is what sets us apart from other providers.

Our innovative PreVIEW® solution is another key differentiator for Level One (please refer to Appendix 5) This unique tool is a simple, intuitive yet powerful way to review fully composed bill images PRIOR TO electronic distribution or paper production print and mail. Search queries and business rules/configuration are customizable based on the City's requirements. The result is a level of pre-production quality assurance that's unmatched among our competition.

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4) Provide five (5) customer references for contracts of similar size and scope. Include the name of the organization and the name and telephone number of a responsible contact person. If the customers use Sungard's Public Sector system, please identify them as such.

References – CONFIDENTIAL & PROPRIETARY INFORMATION

Aqua America, Inc.
located in Bryn Mawr, PA is the nation's largest U.S. based, publicly-traded water utility, providing water and wastewater services to approximately 2.5 million residents in Pennsylvania, Ohio, Illinois, Texas, New Jersey, Indiana, Virginia, Florida, North Carolina, Maine, Missouri, New Jersey and South Carolina.

Description	Application Details
Reference Utility	Aqua America (11 States)
Address	762 W. Lancaster Ave., Bryn Mawr, PA 19010
Active Customer Size of Utility	2.5 million customers (Water and Wastewater)
Annual Number of Documents Produced	Over 12,000,000 (Average of 50,000-60,000 bills per daily cycle)
Type of Utility Company	Water and Wastewater
Reference Contact Name	Daniel Callahan
Contact Person Position	National Billing Manager
Contact Person Telephone	610-520-6370
Applications Installations	e-Billing, e-Payments, paper billing, reminder letters, shut off notices, water quality reports, Welcome Kits
Major Modifications Made	Level One was able to modify the application code to fill gaps with deficiencies found in Banner/Customer Suite
Equipment Installed	No equipment necessary
Professional Services Performed	Document design, Business intelligence, data analytics, web development, SSO
Contract	Primary, since 2004
Original Cost Estimates	Confidential
Actual Final Costs	Confidential
Comments	Level One's management has been doing business with Aqua since 1999

Customer bills cycle daily (21x) per month
Volume: 850,000 customer bills (11 different states); Avg. 50,000-60,000 bills per daily cycle; 55,000 customer letters

Services include:
Customer billing using both postcards and bill stock & envelopes; PreVIEW® SureVIEW® – bill image archival and retrieval, reminder and disconnect notices; periodic mailings; insert printing; inventory and supply-chain management program. Aqua also utilizes Level One's Print-on the-Run capabilities for the distribution of various inserted materials, including Annual Water Quality Reports.

Service Level Commitment - (Turnaround time) – EBPP (Same business day) Print/mail - next business day

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References – CONFIDENTIAL & PROPRIETARY INFORMATION

Suffolk County (NY) Water Authority

New York State's first public benefits corporation for water service, SCWA services 352,763 residential and business customers.

Description	Application Details
Reference Utility	Suffolk County Water Authority
Address	4060 Sunrise Highway, Oakdale, NY 17769
Active Customer Size of Utility	Approximately 360,000 quarterly customers (Water and Wastewater)
Annual Number of Documents Produced	2,000,000 (Average of 8,000 bills per daily cycle)
Type of Utility Company	Water and Wastewater
Reference Contact Name	Mike Litka
Contact Person Position	Director, IT
Contact Person Telephone	631-563-0304
Applications Installations	e-Billing, e-Payments, paper billing, reminder letters, shut off notices, Managed Account Billing
Major Modifications Made	No modifications necessary
Equipment Installed	No equipment necessary
Professional Services Performed	Document redesign, Business Intelligence, data analytics, web development, SSO (Single Sign On)
Contract	Primary, since 2009
Original Cost Estimates	Level One was the lowest bidder
Actual Final Costs	As quoted in original bid

Monthly volume
Customer bills cycle daily
165,000 customer bills per month

Services include:
Customer billing for SCWA accounts and managed accounts, reminder notices; insert printing; inventory and supply-chain management program.
This is an active contract.

Service Level Commitment (Turnaround time) – EBPP – same day; Print/Mail – Next business day

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References – CONFIDENTIAL & PROPRIETARY INFORMATION

Pittsburgh Water & Sewer Authority

PWSA provides water and wastewater services to approximately 360,000 consumers throughout the City of Pittsburgh and in surrounding areas. PWSA strives to achieve excellence in financial management, internal effectiveness and regulatory and environmental issues.

PWSA's vision is to provide water and wastewater services that meet or exceed regulations and customer expectations at the lowest possible cost.

Description	Application Details
Reference Utility	The Pittsburg Water & Sewer Authority
Address	Penn Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, PA 15222
Active Customer Size of Utility	Approximately 360,000 quarterly customers (Water and Wastewater)
Annual Number of Documents Produced	1,600,000 (Average of 6,500 bills per daily cycle)
Type of Utility Company	Water and Wastewater
Reference Contact Name	Kevin Donahue
Contact Person Position	Customer Services Manager
Contact Person Telephone	412-255-2423 ext. 2802
Applications Installations	e-Billing, e-Payments, paper billing, reminder letters, shut off notices, Welcome Kits (Designed by Level One)
Major Modifications Made	No modifications necessary
Equipment Installed	No equipment necessary
Professional Services Performed	Document redesign, web design, commercial printing, and insert design Level One is presently guiding PWSA through a new Bill Design process as a result of their utility-wide new CIS system implementation.
Contract	Primary, since 2010
Original Cost Estimates	Level One was the lowest bidder
Actual Final Costs	As quoted in original bid

Monthly volume
Customer bills cycle daily
140,000 customer bills per month

Services include:
Customer billing for PWSA accounts, reminder notices; insert printing; inventory and supply-chain management program.
This is an active contract.

Service Level Commitment (Turnaround time) – EBPP – same day; Print/Mail – Next business day

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References – CONFIDENTIAL & PROPRIETARY INFORMATION

First Energy Solutions

FirstEnergy Solutions Corp. is a leading energy supplier, serving residential, commercial and industrial customers throughout the Northeast, Midwest and Mid-Atlantic regions of the U.S. Based in Akron, Ohio, FirstEnergy Solutions is the competitive subsidiary of FirstEnergy Corp., one of the nation's largest investor-owned electric utilities, and the unregulated affiliate of Ohio Edison, Toledo Edison, The Illuminating Company, Penelec, Met-Ed, Penn Power, West Penn Power, Jersey Central Power & Light (JCP&L), Mon Power and Potomac Edison. FES offers a wide range of energy and energy-related products and services to wholesale and retail customers, including the generation and sale of electricity and energy planning and procurement.

Description	Application Details
Reference Utility	First Energy Solutions
Address	341 White Pond Drive, Bldg. B-2, Akron, OH 44320
Active Customer Size of Utility	FES supplies electricity to millions of customers in Ohio, Illinois, Maryland, Michigan, New Jersey, and Pennsylvania, and manages the energy and procurement needs for over 120,000 businesses.
Annual Number of Documents Produced	420,000 Fulfillment Packets / year (Average of 35,000 Fulfillments/month at steady-state rate)
Type of Utility Company	Energy Solutions Provider
Reference Contact Name	Julie Leonow
Contact Person Position	Supervisor
Contact Person Telephone	(330) 436-2161
Applications Installations	XML-Based Customer Invoicing Application: Daily paper-based (and pending EBPP) bill print application representing over $500 million in Monthly AR. Cancellation Invoices & Reject Letter Application: Daily document creation of Cancellation Invoices and Reject Letters Daily Fulfillment Application: Daily document creation, printing and mailing of New Customer Fulfillment Packets (Letter, T&C document and selective insertion of additional inserts)
Major Modifications Made	FES's applications were customized to digitally incorporate an FES-supplied image of the customer's actual sign-up sheet (for OH customer only)
Equipment Installed	No equipment necessary
Professional Services Performed	Document Creation (Letters, T&C Documents), EBPP (Implementation underway at the time of this RFP) Component Procurement and Supply Chain Management (Paper Stock, Envelopes, Inserts)
Contract	Primary, since 2011
Original Cost Estimates	Level One was the lowest bidder
Actual Final Costs	As quoted in original bid

Service Level Commitment (Turnaround time) Print/Mail – Next business day, including Saturday, in accordance with FES Statutory Regulations.

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References – CONFIDENTIAL & PROPRIETARY INFORMATION

Bucks County (PA) Water & Sewer Authority

BCWSA is an independent, non-profit agency, created in 1962 under the Pennsylvania Municipal Authorities Act to provide water and sewer services in the State of Pennsylvania. BCWSA is one of the largest water and sewer authorities in the Commonwealth of Pennsylvania serving more than 78,000 accounts and 385,000 people in both the Bucks and Montgomery County areas.

Description	Application Details
Reference Utility	Bucks County Water & Sewer Authority
Address	1275 Almshouse Road, Warrington, PA 18976
Active Customer Size of Utility	Approximately 78,000 accounts
Annual Number of Documents Produced	600,000 (Average of 50,000 bills per month – weekly cycle)
Type of Utility Company	Water Utility
Reference Contact Name	Wendy Lauver
Contact Person Position	Billing and CSR Manager
Contact Person Telephone	(215) 343-2538 x 114
Applications Installations	Electronic Bill Presentment and Payment, paper-based bill printing and mailing, customer communications, reminder and disconnect notices; insert printing; inventory and supply-chain management program.
Major Modifications Made	No modifications necessary
Equipment Installed	No equipment necessary
Professional Services Performed	Document design, Business intelligence, data analytics, web development
Contract	Primary
Original Cost Estimates	Level One was the lowest bidder
Actual Final Costs	As quoted in original bid

Service Level Commitment

(Turnaround time) – EBPP – same day; Print/Mail – Next business day

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The discussions below (**Level One's Project Methodology and Specific Approach** and **Proposed Services Summary**) specifically address the RFP's Key Proposal Points 5) a.i. through a.iv. and 5) b.i. through 5) b.v.i

5) Specifically address the following to help the City understand the Firm's approach:

a. Preparation for Outsourcing:

i. Describe the steps required of the Firm and the City along with milestones/schedule to transition to bills being printed and mailed from the Firm's facility.
***Level One**: Refer to our 4-Step Process detailed below and to the detailed Project Plan Gantt Chart.*

ii. Address how a "best practice" utility bill design will be developed and presented to the City for approval. Examples of the Firm's best practice design which could be adapted to the City's current design are requested.
***Level One**: Phase 2 below specifically addresses the process to achieve a best practice design, given the City's specific requirements. We would be pleased to have the opportunity to share our proprietary document design work product with City's Evaluation Committee during a more formal short list presentation.*

iii. Describe the Firm's experience in adapting Sungard Public Sector utility bill electronic files to the Firm's bill printing and mailing environment. If the Firm will need assistance in learning how to adapt to the bill format, clearly state this. If the Firm is working with Sungard files now, please explain how the Firm stays abreast of changes in file structure.
***Level One**: Our application development team has had the opportunity to work with the Sungard extract format on many occasions and we have live code in place presently to process live client files. We would need no more specific direction from the City other than guidance on the City's presentment requirements, (business rules) defining how the data would map to the Bills and other documents. Any changes in the file structure would most likely be a result of the City's implementation of a new releases/updates of the Sungard "Public Sector" platform. Our Client Services Team would lead the effort to document any changes to the project requirements or specifications so that they could be coded and tested by the Level One IT staff.*

iv. Describe what will be required of the City to allow the outsourced bill printing and mailing to begin.
***Level One**: As subject matter experts in the utility industry, the Level One team would lead the City's implementation. Resources required of the City would be limited to IT (setting up and testing automated file transfer and closed loop processes) and the City's billing team (defining presentment rules, exceptions handling processes, and reporting requirements). Once Sungard data file are made available, the City's business rules (presentment and exceptions handling) have been defined, and the resulting corresponding bills are supplied – the Level One development and implementation team will carry the project through to testing, City sign-off and on to completion.*
It's important to recognize that Level One's proposed (Traditional Print & Mail AND Electronic Delivery and Presentment) solution is comprised of a set of fully integrated tools that are web-based. Our solution and tools require no additional hardware (e.g. servers) or software (e.g. licensed and installed software or middleware) investment for the City of Lake Worth. The City would use a combination of web browsers, FTP Clients, and web services tools to interact with Level One. This resource-light solution provides more robust interfaces, and low risks for the City that might arise from non-support of installed software.

Level One's proposal is best defined as a tightly integrated, end-to-end Services Solution – NOT an installed software solution.
Consequently, there are no Software License Fees or Annual Maintenance Agreements.

All new releases, upgrades and enhancements of our tools are essentially invisible to the City (these changes would be made to the programs and applications that are resident on Level One hardware). Prior to any new release, upgrade or enhancement, we would notify the city of any new features or capabilities through Release Notes, and these operations are typically completed during off-peak hours, and closely coordinated with all affected clients.

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b. Utility Bill Printing and Mailing:

i. Describe the process the City will follow in sending an electronic file to the Firm for printing and the feedback system for file receipt, bill production and mailing. Ensure the proposals addresses the processes within the Firm from receipt of the file to delivery of the bills to the United States Postal Service. Please declare the Firm's capability to deliver the City's utility bills to the USPS within 24 hours of receipt of an FTP file from the City.
***Level One**: Refer to the File Transfer and Reconciliation sections below. Level One has the capability to meet and would commit to a Next Business Day Service Level consistent with the City's 24 hour requirement.*

ii. Address how the City may receive status of the job from receipt to completion.
***Level One**: All file transmission receipts, production reports, reconciliation reports, status reports would be available through our Level One OneVIEW site.*

iii. Address how the flexibility desired by the City will be supported.
***Level One**: As described below, Level One's solution is highly configurable – from PreVIEW® QA search / query parameters to document presentment business rules. Our solution places few constraints on the City and enables a seamless transition and implementation.*

iv. Describe how the City will be able to add messages to the utility bills.
***Level One**: Level One would engage our automated client self-service bill message management product, where City staff could make these changes. Also, message center updates are also routinely managed (submitted, coded, proofed, tested and installed) through our web-based project management site.*

v. Define how multiple page bills will be handled. Define limitations on the number of pages that can be handled or kinds of paper (i.e. glossy, cards, textured stock, etc.).
***Level One**: Many of our current clients employ multiple page bills and documents and they also take advantage of our VIAPrint capabilities to integrate separate inserts directly into the bill print stream.*

vi. Describe what changes the Firm would suggest to reduce the City's costs and how such reduced costs would influence the Firm's pricing sheet if accepted by the City.
***Level One**: Specific recommendations relating to process efficiencies or direct/indirect cost reductions are difficult to detail within the confines of a highly structured RFP process. During a more formal short-list presentation, we would be pleased to review how Level One has delivered increased value to our current clients and discuss how we would deliver the same for the City of Lake Worth. (For instance, we might review how. implementing Level One's tightly integrated eVIEW platform for electronic presentment and payment would drive significant cost saving (direct and indirect costs) as well as substantial postage savings through paper suppression.)*

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Level One's Project Methodology and Specific Approach

The scope of work Level One will provide The City of Lake Worth City begins with document design and includes all products and services associated with a full service EBPP, Print & Mail and Payment Processing outsource solution. These services include all data formatting and processing requirements; paper bill printing; bill inserting; postal savings maximization through manifest mailing; e-presentment and e-payment options; PDF image archiving; and a host of customized reporting options. We also manage all procurement and warehousing requirements. The volumes, attributes, and production schedules for The City of Lake Worth City as defined in this RFP are considered standard requirements and well within Level One's competency.

At the core of all solutions we recommend to customers is the premise that they must improve quality, increase efficiencies, reduce costs and be easier to use than the systems and processes currently in place. With that in mind, our approach is rather simple. Find out what our customers want, and then give them more than they ask for.

Regardless of the reasons behind the decision to outsource, we scale our solutions to meet the demands of our clients, tailored to their specific needs. Our methodology can be broken down into four phases, all of which are vitally important to the success of any program, and are applicable for both EBPP and Print & Mail implementations. They are:

- **Assess Information / Develop Project Plan (Planning)** – Develop a plan mutually agreed upon, designed to meet Client's goals. Includes implementation schedules, role definitions, and business rules.
- **Document / Systems Design (Analysis & Functional Design) –** Define functional and technical specifications
- **Development / Programming (Configuration & Development), Testing** – Includes data processing, file transfer procedures, and parallel testing
- **Implementation (Testing and Transition)** – Establish a clear schedule for commencing work, establish reporting procedures, training, procurement, project management (portal) tools

Phase 1 - Assess Information / Develop Project Plan (Planning)

Listen and understand what our customers' goals are, as well as specific requirements that must be met to meet those goals. It's really just effective communication. Dealing with as many water utilities as we do in 17 different states provides us with unparalleled experience in understanding that business processes often vary among utilities. Although there are many commonalities, we realize there are always specific requirements that are unique to each customer. After fully understanding our customer's goals, we create a mutually agreed upon plan (blueprint) designed to meet those goals and requirements. This plan (commonly referred to as a statement of work) details every requirement our team must accomplish to fully meet our customers' expectations. This is a "dynamic" blueprint that may be adjusted during any phase, and will be the guideline and focus of communication between our teams throughout the critical development and implementation phases.

Soliciting applicable information and knowing what questions to ask is an essential part of achieving the best result for the client. It is not our intention to funnel our customers into a "one size fits all" solution that compromises their ultimate goal. That is why we develop a comprehensive statement of work that is used to

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help us understand every need and goal of our customers. The answers form the basis we use to develop everything from bill design and delivery preferences, to EBPP configuration to support the City's business rules, to specific business processing rules and reporting requirements.

Phase 2 - Document / Systems Design (Analysis & Functional Design)

Level One is fortunate to have a talented group of EBPP implementation experts and document design specialists that assist our customers in configuring the EBPP parameters and rules, and in developing highly effective bill designs and customer communications. Our design department uses industry leading formatting tools that provide robust functionality with optimal flexibility to combine customer data, business rules, and complex conditional logic to drive unique presentment—personalized to each customer. Whether processing special handling accounts (exceptions, pulls), dynamic messaging, or customizing a usage chart (or multiple charts within a single account), no company handles the unique processing and output requirements as easily and efficiently as Level One.

In many of the applications we presently have in production, we routinely drive multiple statement or invoice presentments based on customer type (or other data elements). Our design and layout staff are experts in designing (or refining existing) bill templates that minimize page counts, and also minimize call center activity with crisp, effective, easily understood bill template designs. During the design process, everything from the type of paper and envelope selected to the page's layout and how fonts and graphics are used impact the efficiency of the document production process. We're confident that the City will benefit greatly from this specific expertise during the planned future migration to a common platform for all of its billing stakeholders.

Level One has demonstrated that good information design can be achieved though the following methodology:

- Define the document's purpose and prioritize objectives
- Start the design by defining content, not appearance
- Understand what content the customers want and need
- Enforce consistency with brand identity guidelines and related marketing materials
- Involve a representative from each production process and internal departments in the design
- Include process information in prototypes
- Look for design efficiencies at each step in the process-as design efficiencies yield production efficiencies

Although most new clients have an established bill format, we often find that our experience in the utilities industry is helpful in presenting possible enhancements to the existing format that improve the presentation of information, improve branding, and reduce call center activity.

Phase 3 - Development / Programming (Configuration & Development)

We utilize leading edge technology and qualified personnel to create the programs and processes necessary to meet our customer's design and processing requirements. Working closely with our clients, our developers and programmers are experts in data management and file handling and have deep knowledge of best practices for utility billing.

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Level One has invested in what we feel is the most robust and comprehensive data integration software on the market in order to meet any conceivable rule request. Combined with our extensive knowledge of most major utility industry CIS platforms, we are adequately equipped to meet all customer requirements.

Familiarity with the raw data extract file becomes extremely important when designing the bill in order to provide the correct allocation of space necessary for each field to print on the bill and keep an attractive presentation. Due to our utility industry experience, Level One has developed a broad understanding of most utility industry / municipal management system bill extract file formats, including Oracle CC&B. Even more specifically, Level One has developed exceptionally deep domain experience with the Banner platform.

Typically, Level One's billing applications incorporate the following custom features:

Multiple form templates
Both standard and custom bill designs are available in a number of sizes both 8 ½" x 11" and 8 ½" x 14" that accommodate billing for multiple services. **Level One's document creation engine can easily accommodate the City's Bill Templates and Letter Templates. In addition, we would be able to support the City's translation requirements for multi-language bill / letter templates. The City's specific business rules would define the unique language presentment for a City customer's bill or letter.**

Multiple service icons

Variable fonts and graphics
Level One's program code includes print controls that call for a combination of multiple font types and sizes to achieve clear communication of customer information. Variable form templates and graphics can be driven from predetermined data elements to ensure that each customer bill type is uniquely presented.

Convergent Billing
Level One can offer the City the capability to combine multiple data streams, if necessary (e.g. Banner and Oracle CC&B). Core data streams from the primary CIS platforms can potentially be combined with other data streams from a separate system (i.e. a separate CRM system, or work order management system) with a completely different file structure. Disparate data streams can be merged into one file format prior to being processed through our custom program. This capability will prove critically valuable to address the current state CWD/NEORSD AND CPP configuration.

Customer Service Messaging
Level One has the functional capability to provide unique messaging driven from data for each service type providing different phone numbers and hours of operation for customer service assistance unique to each service.

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One-to-one marketing messages
Level One has the functional capability to provide messaging in a number of ways. Messages can be embedded in the data for all customers or referenced from a table of messages set with priority instructions. In addition, messages can be triggered from any number of data elements including, but not limited to Zip code, Rate code and Bunch code.

Data Manipulations
Level One has the functional capability to perform basic data manipulations from the raw XML extract file. Several examples are listed below:

- Date formatting (i.e. 01-MAY-11 presented as May 1, 2011)
- Change Rate Descriptions (i.e. SEWER SERV presented as Monthly Sewer Service)

Data Calculations
Level One has the functional capability to perform basic calculations from the standard billing extract file. For example adding various tax rates and mapping to one line on the bill or providing more sophisticated calculations and or conversions. Several examples are listed below:

- Data from the SH record as it applies to meter reading types and dates, usage conversions, etc.
- Usage data from history record as it applies to graphing consumption
- Combining rates
- Calculating discounts and /or penalties

Consumption and breakdown graphs
Consumption can be graphically represented from utilizing the data found in the bill history section of the data file. Calculations can be made to show monthly, bi-monthly, quarterly or average daily usage. Graphing bars or pie slices depicting consumption for the period can be shaded differently to indicate reading types or billing breakdowns.

OCR scan line
Level One has the functional capability to build the scan line based on the client's remittance processing requirements. Modular check digits can be incorporated to ensure the accuracy of the scanning equipment.

Other standard programming requirements are, but not limited to:

- Address cleansing (CASS, PAVE, NCOALink, DPV)
- Postal presorting
- House-holding
- Automated response (file receipt confirmations, reconciliations, etc.)
- Custom Reporting
- Exceptions (pulls, defaults)
- Selective inserting
- Real-time reporting via flat file, fax, e-mail, or Internet portal
- ACH Check Conversion
- Electronic Data Interface (EDI)
- Summary Billing

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Phase 4 – Implementation (Testing and Transition)

Our success in the utility market to a large degree can be attributed to our ability to effectively communicate with our customers during the implementation phase of our relationship. Furthermore, Level One finds value in keeping the people that are most familiar with the client's needs engaged on a day-to-day basis and accessible throughout the process.

We assign an experienced Implementation Team to manage the integration and testing of all technologies, programs and processes that were developed to meet our customers' goals and requirements. The Level One Implementation Team will provide both the technical and project management leadership during this phase.

In consideration of our experience in developing and managing the implementation of utility billing applications, most customer billing project plans are straightforward and require a fairly small amount of effort to program and test. However, billing applications that require a more comprehensive scope for seamlessly integrating processes for electronic exceptions handling, on-line bill previewing, electronic billing, or a total reengineering of the bill print process requires a great deal of programming and testing. It is important to allow adequate time for testing to ensure a smooth transition and prevent any potential adverse affects to your customers.

Only Level One's solution provides true seamless integration with one single-point of accountability to ensure that your customer gets their bill on-time, every time via multiple delivery channels—paper or electronic.
By design, eVIEW®'s (Level One's EBPP platform) foundation is based in Level One's philosophy to create once and repurpose rather than to recreate an image every time it is utilized within different applications. Through Level One, The City of Lake Worth is better able to leverage its investment in its existing application without creating redundant processes, managing multiple vendors and incurring unnecessary costs.

The City of Lake Worth benefits by implementing a system that is engineered to work within your existing application and reporting structure. Level One's eVIEW® is the next logical step in strengthening our current end-to-end service model and online toolset—which would now include PreVIEW®, SureVIEW® and eVIEW®.

Because our offering is so tightly integrated with your current processes, only Level One can deliver the following benefits:

- True seamless integration of Print & Mail and EBPP
- Least amount of disruption to your current processes
- One process to manage…one point of accountability
- Dedicated personnel at all levels within the organization that possess deep understanding of The City of Lake Worth's business requirements
- Speedier implementation
- Organization with a proven track record of delivering on-time
- Lower total cost of ownership
- Full end-to-end accountability for each bill data record processed
- Consolidated reporting capabilities and quality controls throughout all delivery channels
- Our process includes the proper audit checks and has passed the scrutiny of your auditors.

Level One's image creation and print and mail production processes for The City of Lake Worth billing program have been architected to include quality assurance checks at every stage of production. These process flows have been documented in detail and presented to The City of Lake Worth's internal audit teams and have been determined to provide the required audit trail.

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The e-billing solution detailed in this plan further extends Level One's integrated process to include electronic presentment and payment. With regard to bill image creation, the process changes required to integrate an e-bill presentment channel can be accomplished with minimal modifications to the existing process flows. The same quality assurance checks and verification thresholds remain intact and are now simply applied to a branch of the delivery tree.

This solution has been architected by and will be implemented by your existing Level One team that manages The City of Lake Worth's paper billing application. The Level One programming code that incorporates The City of Lake Worth's complex business rules to transform The City of Lake Worth's data into unique customer bills is proven and mature. The Level One implementation team is familiar with the current state of the application, lives with it every day, and is clear on how to meet all of The City of Lake Worth's objectives regarding electronic billing. Based on Level One's experience with The City of Lake Worth's current billing processes, we believe that resource demands on The City of Lake Worth staff will be minimal, and will most likely consist of approval and sign off (not process definition and documentation).

To accelerate the return on The City of Lake Worth's investment for this project, Level One will bring to bear its deep experience by collaborating with The City of Lake Worth to drive higher customer adoption rates. To accomplish The City of Lake Worth's financial objectives, Level One will assist The City of Lake Worth in developing communication strategies that provide a compelling reason for a customer to turn off paper and make the switch to e-billing.

Level One is confident that we have the technology and expertise to deliver all of the functionality that The City of Lake Worth would like to see as part of the overall solution. Further, Level One has the experience to successfully implement each module of the full solution in an acceptable time frame for The City of Lake Worth to achieve both the operational improvements and financial results it expects.

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Web Based Project Management Portal

Level One utilizes a secure, proprietary customized web-based portal for our project management and application development activities. **This portal serves as the central hub for all internal and external project communications, and ongoing account management**. It is used daily to monitor project deliverables, milestones, message threads, write boards, form templates with changes, and to-do lists.

Your Project Manager will coordinate and maintain procedures and measure performance in the following categories:

- Document design
- Programming requests
- Change requests
- Procurement
- Postal permits (if applicable)
- Quality control
- Reporting
- Performance Metrics
- Problem resolution

All individuals assigned to the project are assigned logins to the portal which provides full visibility into all elements of the project. This translates into 24/7 access to key project information via the Internet. The interface is very user friendly, and the tools are easy to learn and use. We would provide any training that would be needed.

The Level One portal has an integrated email capability that provides automated updates to project team members when key events are triggered (e.g., the completion of a Milestone.) Team members as well as top management sponsors can choose their level of email notifications, based on their desired level of contact. The key is that all aspects of the project are available online at any time.

Each Project team member will have their own unique password. An Administrator will be assigned that will have authorization controls to access the portal.

Our experience has shown that this portal is an effective and efficient tool with which to manage bill design changes. It provides a clearly presented project plan view, tracks the sequence of events and message threads, and helps the team maintain focus while managing multiple rounds of design changes and multiple proofs. It also serves as an easy to reference repository of historical proof sign-offs.

The implementation project template on the following page has been refined over many years of managing projects. It encompasses a comprehensive basic task list covering all elements of the implementation, while remaining flexible enough to customize for each client's specific requirements and specifications.

The Project Plan Diagram includes over 240 individual tasks organized within a WBS (work breakdown structure) that covers each of the major elements of the implementation. We have exploded one of the summary tasks (for a previous project implementation) as a demonstration of the level of detail behind each of the summary tasks.

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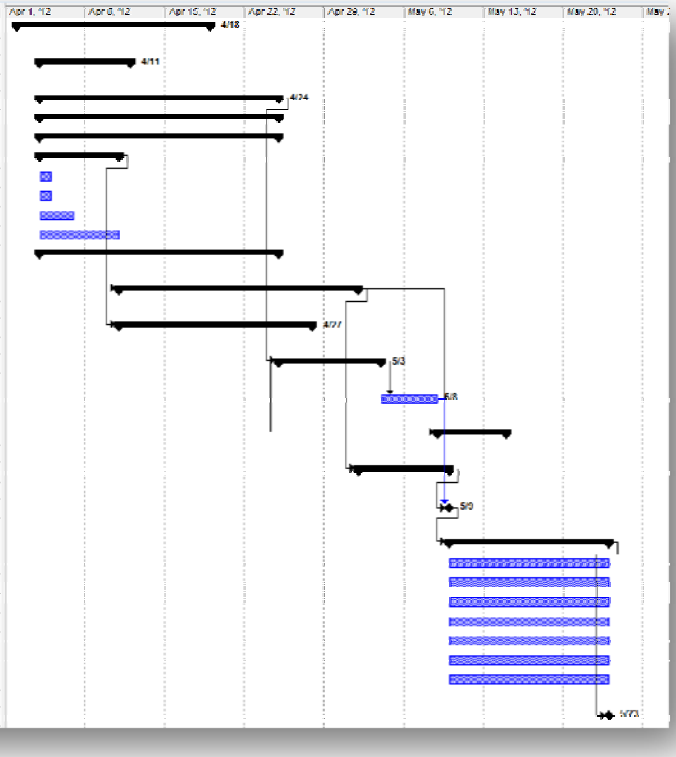
In conjunction with The City of Lake Worth's dedicated implementation team, Level One will finalize specific timeframe commitments and define any task interdependencies not identified previously. We estimate that setting up this application would take between 30-60 days.

Sample Project Plan Gantt Chart

	WBS	Start	Task Name	Resource Names
1	1	Mon 4/2/12	1.0 Notice to Proceed / Executed Contract	L1 / Client
11				
17	2	Wed 4/4/12	2.0 Level One Administrative	L1
26				
27	3	Tue 4/3/12	3.0 Application Specifications & Development	L1 / Client
28	3.1	Tue 4/3/12	Business Requirements Gathering	Client / L1
29	3.1.1	Tue 4/3/12	Key Operational Issues	Client / L1
30	3.1.1.1	Wed 4/4/12	Functional Requirements Document	L1
31	3.1.1.1.1	Wed 4/4/12	PreVIEW	L1
32	3.1.1.1.2	Wed 4/4/12	SureVIEW	L1
33	3.1.1.1.3	Wed 4/4/12	eVIEW	L1
34	3.1.1.1.4	Wed 4/4/12	Print and Mail	L1
35	3.1.1.2	Tue 4/3/12	Data Format - Record Layouts	L1 / Client
141				
142	4	Tue 4/10/12	4.0 Preprinted Components	L1
167				
168	5	Tue 4/10/12	5.0 Insertion Management	L1
182				
183	6	Tue 4/24/12	6.0 Parallel Testing	L1 / Client
220				
221	7	Fri 5/4/12	7.0 On-Demand Client Testing	Client / L1
222				
223	8	Wed 5/9/12	8.0 Client Training	L1 / Client
226				
227	9	Wed 5/2/12	9.0 Pre Go-Live Considerations	L1 / Client
230				
231	10	Wed 5/9/12	10.0 Go-Live	L1 / Client
232				
233	11	Thu 5/10/12	11.0 Project Review	Client / L1
234	11.1	Thu 5/10/12	Implementation	Client / L1
235	11.2	Thu 5/10/12	Process Automation	Client / L1
236	11.3	Thu 5/10/12	Client Services	Client / L1
237	11.4	Thu 5/10/12	Operations	Client / L1
238	11.5	Thu 5/10/12	Customer Service	Client / L1
239	11.6	Thu 5/10/12	Administration	Client / L1
240	11.7	Thu 5/10/12	Reporting	Client / L1
241				
242	12	Wed 5/23/12	12.0 Application Change Control (on-going)	L1 / Client



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Proposed Services Summary

The scope of work Level One will deliver to The City of Lake Worth begins with document design and includes all products and services associated with a full service bill outsource solution for Utility Billing, Real Estate and Tax document Delivery, and other print & mail projects. These services include all data formatting and processing requirements; bill printing; bill inserting; postal savings maximization through manifest mailing; e-presentment (and additional e-payment options, if desired by the City); PDF image archiving; and a host of customized reporting options. We also manage all procurement and warehousing requirements. The volumes, attributes, and production schedules for The City of Lake Worth as defined in this RFP are considered standard requirements and well within Level One's competency.

At the core of all solutions we recommend to customers is the premise that they must improve quality, increase efficiencies, reduce costs and be easier to use than the systems and processes currently in place. With that in mind, our approach is rather simple. Find out what our customers want, and then give them more than they ask for.

Level One has invested in what we feel is the most robust and comprehensive data integration software on the market in order to meet any conceivable rule request. Combined with our extensive knowledge of most major utility industry CIS platforms, we are adequately equipped to meet all customer requirements.

Our success in the utility market to a large degree can be attributed to our ability to effectively communicate with our customers during the implementation phase of our relationship. This is especially critical given the City's desired evolution from a print & mail outsourcing to a full service implementation. Furthermore, Level One finds value in keeping the people that are most familiar with the client's needs engaged on a day-to-day basis and accessible throughout the process.

We assign an experienced Implementation Team to manage the integration and testing of all technologies, programs and processes that were developed to meet our customers' goals and requirements. The Level One Implementation Team will provide both the technical and project management leadership during this phase.

If the City chooses to engage our additional capabilities, Level One's business plan provides a clear path to integrate traditional paper printing and mailing with paperless billing and electronic payments. Our model provides true seamless integration with one single-point of accountability to ensure that your customer gets their bill on-time, every time via multiple delivery channels—paper or electronic.

We are confident that we have the technology and expertise to deliver all of the functionality that The City of Lake Worth would like to see as part of the overall solution. Further, Level One has the experience to successfully implement each module of the full solution in an acceptable time frame for The City of Lake Worth to achieve both the operational improvements and financial results it expects.

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File Transfer

Raw billing extract data files can be transferred (24/7) between The City of Lake Worth and Level One via secure FTP transmission. Each transmission includes verifications to assure successful uploads and integrated error messaging in the rare case when a transmission is unsuccessful. Automated emails are used to validate record counts, A/R Totals, or any other parameters as defined by The City of Lake Worth.

Level One's FTP file transfer environment is highly automated, and involves several levels of exception and failure reporting. Level One's report notifications are set to initiate a file transfer failure report with text message or email contact after (4) hours have elapsed from the planned transfer time. This reporting mechanism will also trigger immediately upon any error that causes the FTP file transfer to abort a file for any other reason. Successful file transmissions will be automatically uploaded to our production server and processed according to the pre-established business rules. After preprocessing is completed, automated emails will be sent back to The City of Lake Worth with a summary reporting on vital statistics pertaining to that days billing cycle, including, but not limited to the following:

- File Name
- Transaction Time
- Total Files Received / Total Files Processed
- Cycle Code
- Document Type
- Date Received
- Statement Count / Total Page Count
- A/R Totals (i.e. - Broken down by category or region if required)
- Disposition of Records (e.g. Pull and do not print)

PreVIEW®

This is Level One's innovative online document ***pre-production*** "review and disposition" module that is the most advanced and easiest to use in the industry. Please refer to Appendix 5 of this proposal for further details.

Inserting / Mailing Operations

Our anticipated production mail center utilizes multiple high-speed intelligent insertion systems to meet our large volume of daily mail. To guarantee accuracy in the inserting, sorting and mailing of The City of Lake Worth's bills, the following quality control measures are in place:

- A Quality Control Coordinator assigned to the project will oversee and check all aspects of the insertion and mailing process
- The number of pieces generated for mailing is matched against counts provided on the production and reconciliation reports
- Material codes are verified and supply counts checked
- Inserts are matched against the samples in the job ticket and must be signed off by a supervisor before the job begins
- Samples are gathered at regular intervals throughout the run to check for quality and count accuracy

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- Bills are not released for mailing unless the weight of every 2,500 bills reconciles to the postage amount used during insertion
- Any numerical discrepancies will stop processing, which will not resume until the Quality Control Coordinator is certain that counts and quality of the output meet acceptable standards
- Sample mail pieces are weighed to verify postage rates
- Envelopes are inspected for proper sealing and appearance, and the correct positioning of addresses and postal meter stamps
- IMB barcodes are checked for correct positioning in the envelope to qualify for postal discounts
- Any damaged bills are retained for recovery and a report is produced for tracking
- An inventory of remaining materials is made and confirmed by the Quality Control Coordinator

Reconciliation

Following the completion of each run, the job tracking report is reconciled by the Production Supervisor for completeness and accuracy. It includes number of units mailed, number of forms used in printing, amount of postage used on completed units, number of international units and international postage. After the Completion Report is finished and reconciled, a Production Report is posted to the customer portal. Level One has very few limitations on the format and content presented in Production Reports. Some of the standard items found in the report are:

- Day and date mailing was processed
- File Receipt Processing Summary
- Qty of Active, Pull Suppressed
- Number of bills / notices submitted from customer
- Number of bills / notices mailed
- Pulls by Code ("Exceptions")

One of the benefits to our proposed solutions is that there are limited integration requirements or costs (if any). We've developed our tools to be accessible through any internet browser and be compatible with all core systems. All our reports and processed files can be seamlessly uploaded into your system.

VIAPrint® On-Demand Insert Printing

Through our VIAPrint® (Variable Insertion Alternative) module, Level One has the unique capability to reduce the cost associated with custom inserts with our print on-demand solution. Level One provides a portal to allow customers to create and upload inserts that are printed on the fly as part of the print steam. This functionality has been highly successful in reducing the costs associated with printing, inventorying, shipping and managing the insert process.

Level One has the advantage of complete flexibility to respond to The City of Lake Worth's requirements, regardless of the volume or distribution of the inserts. We estimate that the our solution could potentially save The City of Lake Worth up thousands of dollars annually in printing and mailing costs with utilizing our ability to print inserts on the fly. Level One requires only as little as 24-48 hours notice to add or change inserts that are included within the print-ready file.

SureVIEW® Image Archive Repository

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This is Level One's bill and letter image archive module, which provides quick access to PDF images of a customer's history of Bills and Letters.
Please refer to Appendix 5 of this proposal for further details.

eVIEW® Electronic Bill Presentment & Payment

This is Level One's Electronic Bill Presentment (and Payment Processing) module.
Please refer to Appendix 5 of this proposal for further details.

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c. Postage Management

i. The Postal Service announced the retirement of the POSTNET barcode for automation price eligibility in January 2013. Share the Firm's intent and schedule to move to the intelligent barcode (IMB).

***Level One*: Well in advance of this (already passed) January, 2013 deadline Level One had already migrated all of its USPS-facing applications to incorporate the USPS IMB. We also maintain our own Level One MAILER ID Number, relative to the IMB process.**

ii. Address the Firm's capabilities today in qualifying for the largest postage discounts and applying these discounts to City bill mailings.

***Level One*: As part of our tightly integrated document creation and print & mail processes, Level One performs ALL USPS processing steps including but not limited to address cleansing (CASS, PAVE, NCOALink, DPV), Postal presorting, and Manifest Mail preparation This is accomplished through our in-house Postalsoft application – through Satori Software. In addition, Level One is a USPS-certified provider of Manifest Mailing services, and our applications directly produce ALL required USPS forms, reports and tray tags that are required. We manage all of our own permits (located nationwide depending on the locations of our clients) through our USPS CAPS and PostalOne accounts.**

The anticipated production facilities all maintain USPS on-site Postal acceptance.

All of these tools will ensure that Level One would achieve the most advantageous discounts for the City of Lake Worth's mail.

iii. Declare if the Firm has an on-site USPS Merlin system for verifying mail quality prior to entry into the USPS Distribution System.

***Level One*: N/A**

iv. Describe the Firm's compliance with the Coding Accuracy Support System (CASS) of the U.S. Postal Service each cycle. Also address how the City will be notified of address error for correction in the City's Customer Information System data base.

***Level One*: Level One utilizes PostalSoft from Satori, the industry's leading postal optimization software for address cleansing and presorting. Level One processes every address, corrects (CASS), provides Delivery Point Validation (DPV) and appends with an Intelligent Mail Barcode (IMB) If the City required an address correction file, we would provide it through our automation platform in a format that could be automatically uploaded by the City back into the Sungard system. We would only require the file format / layout and naming convention.**

v. What changes would the Firm suggest to reduce the City's costs? How would this influence the Firm's pricing sheet if accepted by the City?

***Level One*: Implementing Manifest Mail processing may result in cost savings – resulting from file processing and production efficiencies (and would eliminate the need for separate files splits based on page counts). Our Postage optimization team would be pleased to discuss other potential areas of cost savings during a more formal short-list presentation.**

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d. Additional Inserts:

i. Describe the process to allow additional paper inserts to be sent out with the City's utility bills. Provide insight on what options are available.

***Level One*: Our document creation and production processes can easily accommodate additional inserts, using several options.**

Level One could design, produce and manage the insertion of traditional pre-printed bill inserts (from simple buck slips, to full color letter or legal size inserts). All of our production equipment can accommodate intelligent/selective insertion of additional physical inserts.

We could also accept City-produced inserts for insertion.

Our VIAPrint capabilities provide an ideal way to manage and distribute certain type of inserts – within the print stream. This solution provides the potential of truly personalized messaging via additional printed pages that would be nested with the City's bills.

ii. Describe the Firm's capability to support the City's needs to print and mail materials separate from utility bills.

***Level One*: Level One's capabilities extend well beyond traditional utility bill printing and mailing. We have several innovative live customer communications applications where documents are created using our CopyDeck platform. Based on data driven business rules, our client manages letter "modules" (e.g. salutation, Greeting Paragraph, Offer, Terms & Condition). Using Level One's document creation code and content repository, the client's data file triggers the creation of unique and customized letters or other formats.**

We also offer a "Welcome Kit" product that is used by many of our utility clients when introducing new customers to their services. Our in-house graphic design team would work with City staff to develop a highly effective Welcome Kit for the City.

As we've described in this proposal, our VIAPrint capabilities provide an ideal way to manage and distribute your required annual Customer Confidence /Water Quality Reports – especially if you maintain multiple water sources. Whether the City needs traditional #10 Envelope mailings, postcards, self mailers, or even outgoing digital communications, Level One can accommodate the requirement.

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e. Disaster Planning:

Business Continuity Strategy

Level One has designed and implemented a corporate network infrastructure around business continuity and disaster recovery. Virtually every aspect of our infrastructure contains various levels of redundancy and backup using "state-of-the-art" technology. Level One refers to our model as one of ***disaster avoidance*** rather than recovery.

Level One has made substantial investments in our technological and automation infrastructure and has likewise made investments to protect this infrastructure and our customers' data and applications. We have contracted with DBSI, Inc. to provide full operational redundancy to support Level One's disaster recovery requirements. Level One's Data Center is located at:

DBSI, Inc.
1000 Adams Avenue
Norristown, PA 19403

DBSI is a technological leader in its industry that provides innovative IT solutions for financial service companies, hospitals, medical insurance companies, and others that require exceptional IT solutions for business critical environments. They are a leader in energy efficient "green" data centers utilizing high density power and cooling systems. DBSI also owns and manages all of its five (5) facilities. The facilities are outfitted with mantraps and iris scanners at critical locations, and maintain multiple fiber providers with diverse entrances.

In the event of a natural or other disaster, print & mail workflows are immediately shifted from one facility to the other with virtually no downtime. In addition should there be a loss of electrical power at any production facility, we have a 500 kW diesel fuel backup generator that will automatically start up, run and power the entire facility without interruption of any aspect of our operation.

The regional positioning of our facilities means that local disasters can be easily dealt with since each plant is in a different area of the country. Some companies use DR sites that are in the same region of the country. This does not cover them in case of a regional disaster.

This total coverage gives our clients the business continuity that is required. Our disaster recovery processes are tested daily, monthly semi-annually and annually depending upon the client's service level requirements.

Level One has made significant investments in technology to achieve the most redundant network for a company of this size. Expanding on the infrastructure, the production facilities utilize several T1 lines for voice and data communications, with additional T1 lines at the co-location facility. In the event of a disaster at one facility, network and voice connectivity is re-routed to the "hot site" cabinet where a telephone PBX and system servers continue processing traffic. With this point-to-point connectivity and BGP4 routing, communication outages in our data processing facility are effectively limited. The co-location "hot site" becomes the processing center continuing its day-to-day operations, and one of our other printing partners becomes the primary printing facility.

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i. Clearly identify the Firm's facility that would support the City's bill production and mailing.

***Level One*: Level One's anticipated production facility would be located in Orlando, with redundant backup facilities available and located in Jacksonville and Tampa.**

ii. Describe the Firm's ability to accomplish data receipt, printing and mailing at this facility and/or an alternative site in case of a natural disaster or other events which might impact production at your primary facility. Clearly identify where the Firm's primary facility and any alternate facilities are located for disaster planning.

***Level One*: As our disaster avoidance strategy indicates, we presently maintain redundant file processing and document creation capabilities. For print & mail, we would anticipate that we would engage redundant backup facilities that are available and located in Jacksonville and Tampa. In the event of a disaster or regional disruption (affecting the SW United States), we would engage a pre-synchronized print & mail partner in Oaks, PA (Southeastern PA).**

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f. Indexed PDFs:

i. Define the Firm's approach to delivering indexed PDFs to the City for integration and linkage to customer's accounts in our Sungard Public Sector Click2gov system.

***Level One*: Provided that the required data or metadata is available in the Sungard bill extract file, Level One's development team could use any indexing criteria when designing the automated processes by which PDFs would be sent to the City (this includes CUSTOMER NAME, CUSTOMER ID, LOCATION ID as specified in Addendum No. 2 Question #5.)**

ii. Address which field the Firm would index on the PDF.

***Level One*: See above.**

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Conclusions

Level One's solution set for the City of Lake Worth, as we have described in detail in this response, represents the most innovative and seamlessly integrated platform in the utility Industry. Each module of our solution has been specifically developed for utilities by a team with deep domain experience in the billing of metered services. The City has the flexibility to engage whatever mix of services best meets its needs – our solution scales easily to match the City's evolution to take further advantage of the cost saving offered by significant customer adoption of eBilling

Level One's document design experts are also data experts who understand the challenges of translating the City's sometimes complex data into a simple, easy to understand bill, notice or letter that serves as an effective customer communication tool.

Our ability to engineer processes that ensure quality and deliver complete end-to-end accountability, from file receipt to record-level mail piece and eBill reconciliation, is unmatched. Our PreVIEW pre-production quality assurance tool is unique in its capabilities, and would provide the City with the most flexible and easy to use solution for managing exceptions.

Our implementation and project management methods are proven and have supported our successful deployment of applications for utility clients nationwide. Our automated file handling, confirmation and exception notifications, and production reporting provide the City's staff with visibility into our production and mailing processes.

No matter how good our offering, it is important to recognize that the core of any company is its employees. While there are many reasons why Level One is the City of Lake Worth's best choice as a partner, our Client Services Team is perhaps the most significant reason of all. When you do business with Level One, the City will benefit from our unique insight and personal attention that you won't find from other providers. Our industry experience and understanding of your business processes makes us uniquely qualified in knowing how to exceed your - and your customer's - expectations.

Level One values the relationship and reputation it continues to build with the utility industry. The City will have our entire organization's commitment to strive for perfection, and always look for better ways to enhance your mission-critical customer communications. As our customer, we will put your needs first, and bring value to our relationship every single day.

We look forward to the opportunity to meet with the City's evaluation team so that we can present our solution in all of the detail that you would need, answer any questions, and demonstrate that Level One represents the City's optimal choice.

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Sample Bills

Several Sample Bills have been enclosed in the “Original” submission booklet.

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Appendices 1, 2 and 3

Appendix 1 – Resumes of Key Personnel

Refer to the previous "Summary of Proposed Management & Organization" Section of this proposal

Appendix 2 – Business License (Not Applicable)

Appendix 3 – Summary of Litigation (Not Applicable)

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Appendix 4 – Financial Report

Level One is a Limited Liability Corporation (LLC) headquartered and incorporated in the Commonwealth of Pennsylvania. Level One is also a woman-owned business entity and qualifies as a small business entity in many municipalities across the United States.

Legal Business Name:	Level One LLC
Business & Mailing Address:	3 Great Valley Parkway, Suite 100
City, State ZIP:	Malvern, PA 19355-1426
Contact Name:	John P. Boland, President
Phone:	610-229-9200
Fax:	610-771-4601
Fed. Tax ID #:	20–1040709
PA State Sales & Use Tax ID #:	83915039
DUNS#:	15-572-1975
Date Business Established:	May 2004

Level One's general financial position is well able to support the financial requirements of this project. As a privately-held company, we do not make our financial statements available to the public. If selected, we will be agreeable to demonstrate our financial strength under confidentiality and mutual non-disclosure, except when required by law or the State Public Utility Commission or governing body.

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Appendix 5 – Additional Supporting Information

OneVIEW® Suite Product Descriptions

Level One's OneVIEW® Suite encompasses conventional print and mail production and delivery capabilities as well as fully integrated Electronic Delivery and Payment. OneVIEW® is also uniquely designed to seamlessly integrate electronic document delivery with the City's existing conventional print and mail processes. Configurable to the needs of the City, it is comprised of a number of components.

PreVIEW® Pre-Production Quality Assurance

Level One allows our clients the ability to review and either "approve or delete" the processed file(s) online ***prior to printing or presenting bills electronically*** to the City's customers. Our unique PreVIEW® tool is a query-based web portal for reviewing bills prior to printing that streamlines the review process for better quality assurance. During this preview process - bills, notices, or other applications are made available for viewing on-line prior to printing and mailing.

Essentially, once a data file has been processed and a PDF bill image file has been created, this image file would be posted to a customized PreVIEW® site for the City to review. Through custom queries, city staff will be able to select a file and view any subset of bills from that file that meet selected criteria. (If needed, all bills could be reviewed.)

Level One's query building screen can be customized to include any criteria. Searches can be specific or provide a range (high – low) to capture all possible bills meeting those parameters. Level One has built this tool to be dynamic. Although most companies offer some sort of "bill file review" process, few, if any, allow client's to change the disposition of bills **online** with the touch of a mouse pad, eliminating other time consuming forms of correspondence typically required for changes.

PreVIEW® provides great functionality, is simple to use and is easy to customize to the City's requirements. This is a competitive differentiator and provides the City of Lake Worth with unique capabilities during implementation as well as in live production.

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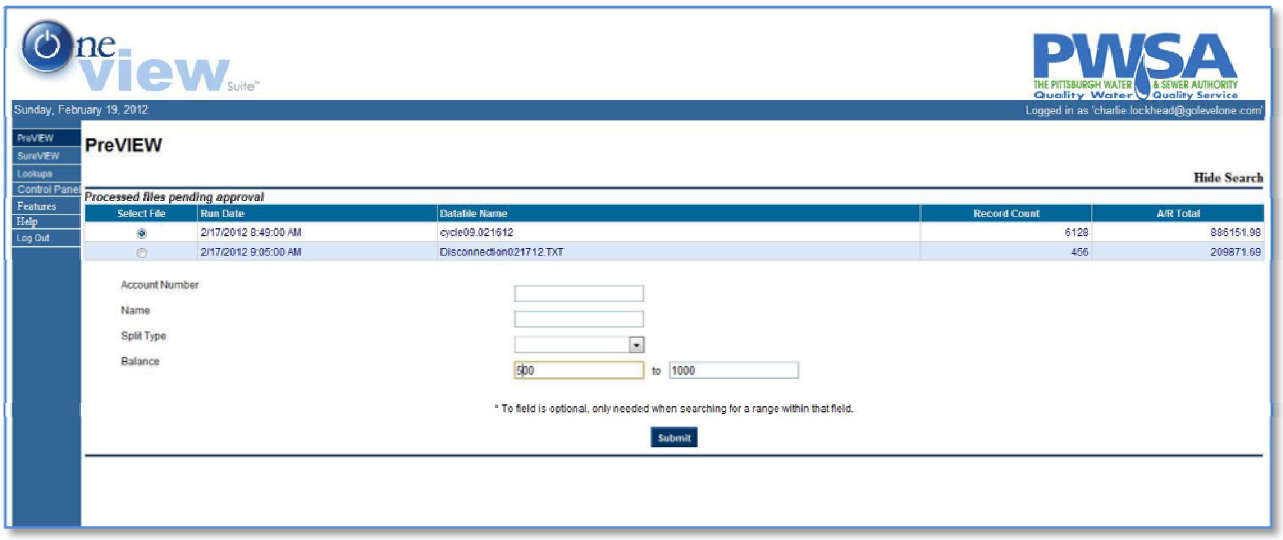
The graphic below depicts Level One's PreVIEW® functionality, which would allow the City to view all bills, a range of bills (as shown below based on Account Number, Balance or Name), or individually selected bills. These index fields were selected as relevant for this particular utility.



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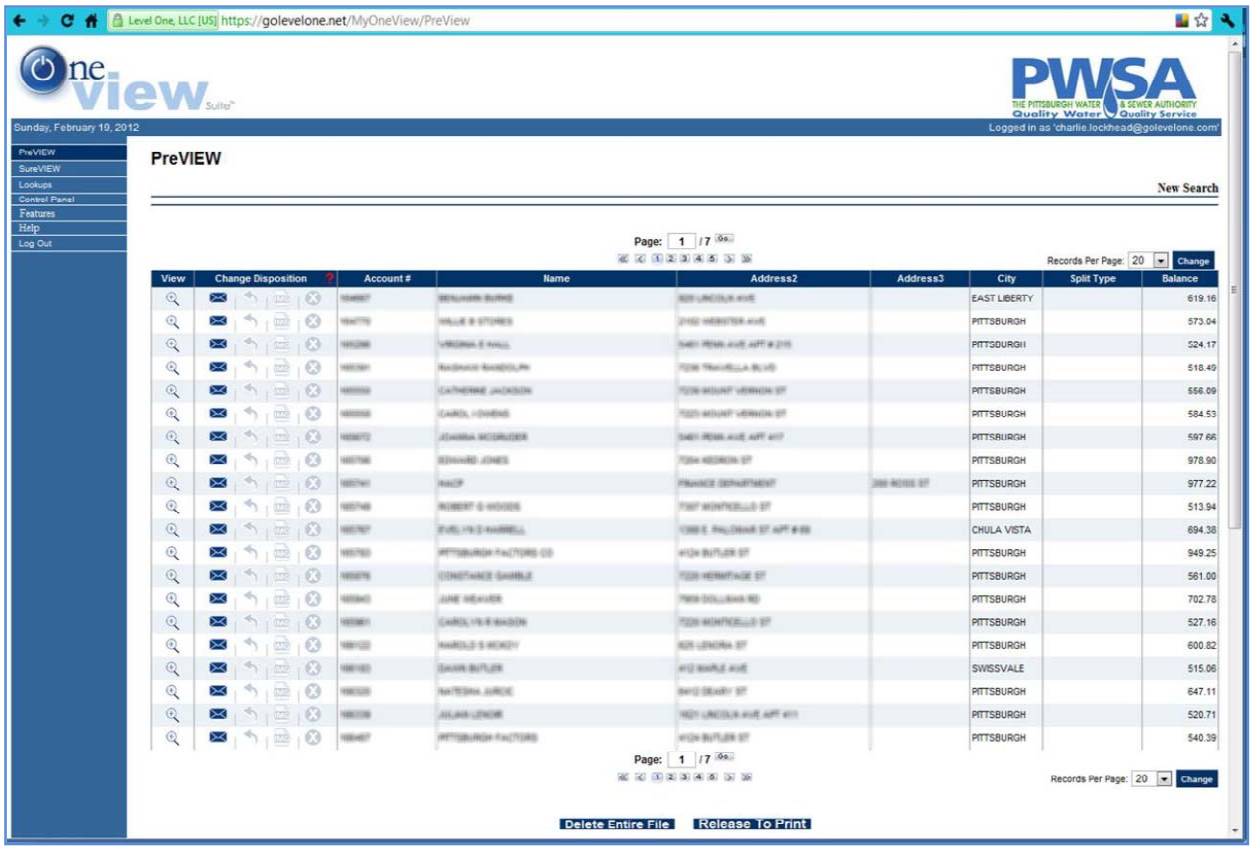
The resulting set of bills meeting these criteria is shown in the graphic below. Bills can be assigned default dispositions, and then City staff is able to view the bill PDF's, change the dispositions of certain bills, and release the file to print. Dispositions could be defined as “Image Only”, “Suppress” (Do Not Print), “Print & Return”, “E-bill Only”, etc.



As depicted above, different pull codes can trigger a different path through production. It is even possible to sort and send bills directly to the individual who requested the pull. This type of reporting provides rich information to managers regarding the volume of work being handled and understanding the reason behind why certain bills are pulled for review. Once the file is approved, (with or without changes) a print file is created and transmitted through SFTP to the designated print facility.

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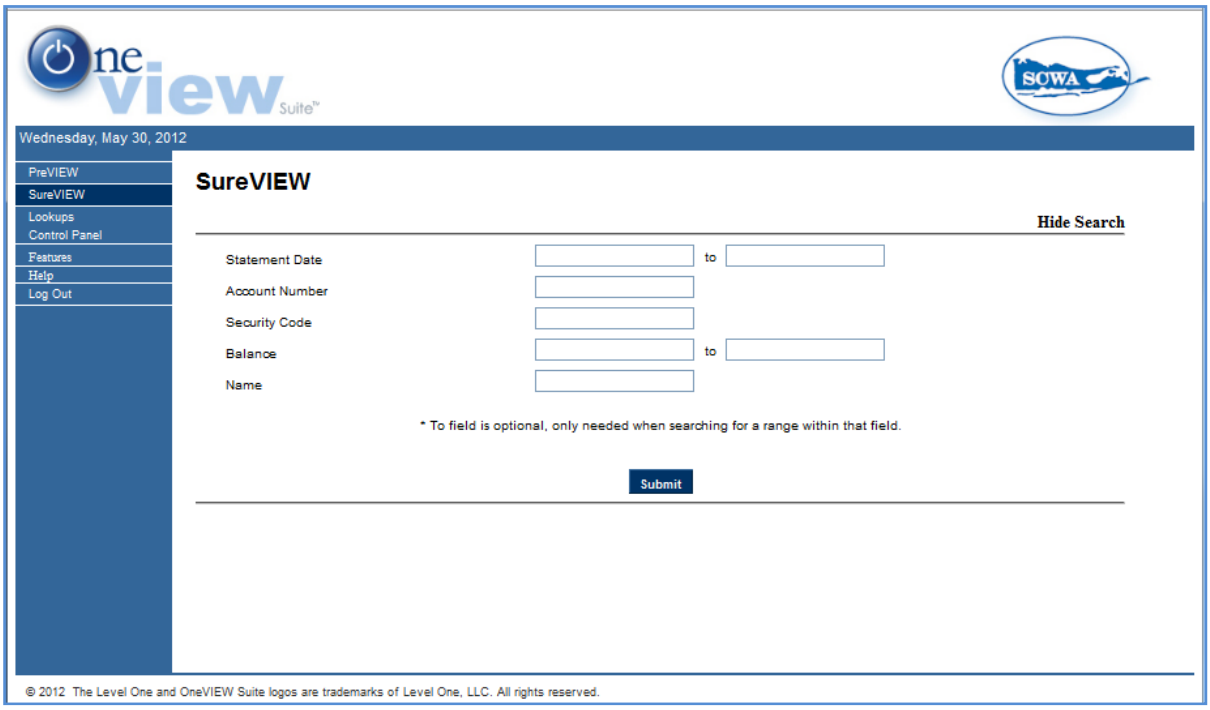
SureVIEW® Image Archive Repository

Level One's SureVIEW® provides instant internet browser access to bill images immediately after your billing files are processed through our application code, prior to bill printing. Images are available for a period of 13 months. Longer archive periods are available and can be negotiated later if necessary.

Level One's SureVIEW® product literally puts the 'so CSR's on the same page as the customer giving them the ability to view, print, email, fax, or send a hard copy duplicate bill on-demand right from their desktop. Level One has also had success further integrating this product with many clients CSR desktops by planting a button on the CIS screen that provides a link to the Level One's SureVIEW® site. The criteria available allow the selection of a particular bill for a certain cycle or a range of bills meeting multiple criteria. This is another way that Level One can act as an extension of your billing department.

The graphic below indicates how a City of Evansville CSR might initiate a search of bill images that met the criteria shown. The criteria available allow the CSR to perform very narrow searches (for a specific customer) or broader searches (for a range of customers or statements). The City has the flexibility to define these data elements, based on the data available in the extract file.



Searching and displaying an individual customer's bill is very easy – simply type in the account number on the query screen and all of the customers bills (current and all archived history) are available for viewing and reproduction. Level One's SureVIEW® application is highly configurable, depending on our customers' data structure and their query needs. The highlighted fields above are only a few of the many available dimensions on which to query the bill database. The graphic on the next page shows the results of this query. To view a particular document in PDF format, the CSR would simply click on the magnifying glass icon.

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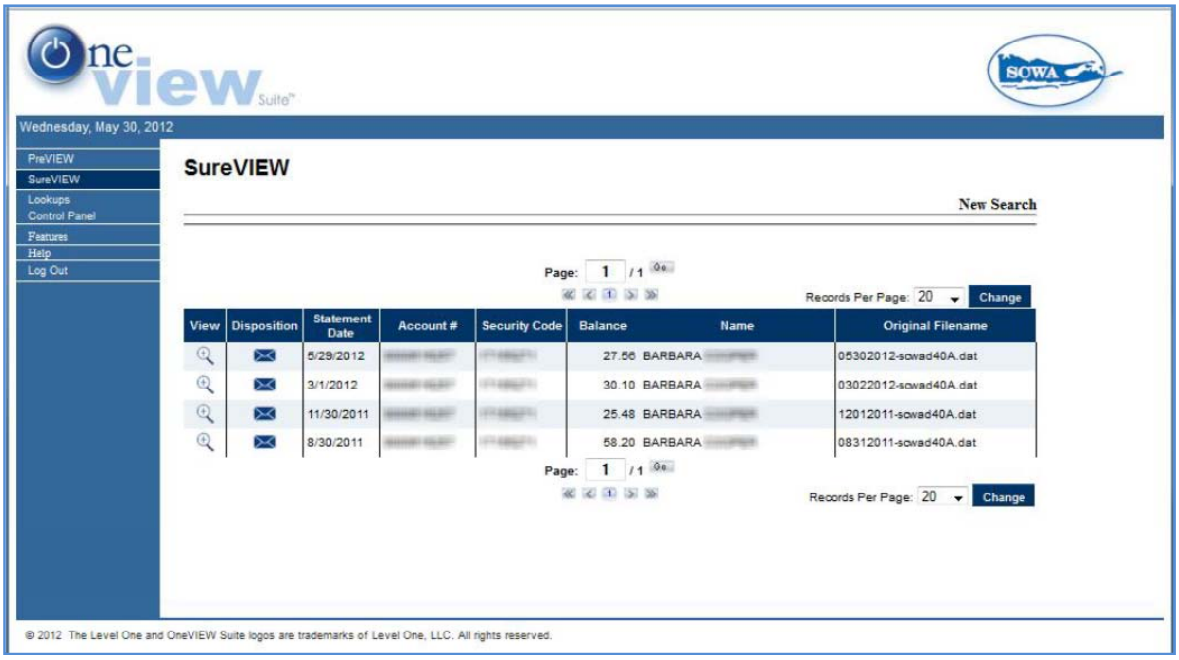

This will open the document in a PDF viewer/reader and the CSR can print locally, email or fax (if a fax server is available) the bill. The graphic below is this particular customer's 5/29/2012 PDF bill.

SUFFOLK COUNTY WATER AUTHORITY
2045 Route 112, Suite 5, Coram, NY 11727
www.scwa.com

Questions?
Monday thru Friday 8:30AM – 8:00PM 631-698-9500
Saturday 8:00AM – 4:30PM 631-698-9500
Emergencies after hours 631-665-0663

Preguntas?
Lunes a Viernes 8:30AM – 8:00PM..... 631-698-9500
Sábado 8:00AM – 4:30PM 631-698-9500
Emergencias despues de las 8:00PM 631-665-0663

ACCOUNT INFORMATION

Name	BARBARA
Service Address	
Billing Date	May 29, 2012
Meter Number	
Meter Size	5/8"

BILLING SUMMARY (see back for details)

Service Period	Mar 02, 2012 thru May 29, 2012
Previous Balance	30.10
Payments	30.10-
Adjustments	0.00
Current Charges	27.56
Total Amount Due	**$27.56**

MESSAGE CENTER

This bill reflects an average 4.2% increase in Suffolk County Water Authority water rates that will cost the average customer an additional $13 per year.

Go Green: Sign Up for e-Billing Today!
Even when you're paying bills, you can be helping the environment. The Suffolk County Water Authority now offers e-Billing, a quick, easy and environmentally friendly way to pay your water bill. With e-Billing you can manage various aspects of your water account without leaving a paper trail. You can receive your bill electronically, set up automated payments from your savings or checking account, make a one time payment and view your current and past bills online. For more information or to sign up, go to SCWA.COM.

Additional information regarding your water supply is available in our Annual Water Supply Report Supplement. This report contains raw water analytical data for our wells from samples collected before treatment and prior to being pumped to our customers, and can be requested through your local library from the Suffolk County Cooperative Library Center in Bellport.

Please detach the bottom portion of the bill and enclose it with your check made payable to SCWA

SUFFOLK COUNTY WATER AUTHORITY
2045 Route 112, Suite 5,
Coram, NY 11727

Account Number	
Security Code	
Due Date	Jun 22, 2012
Total Amount Due	$27.56

Make Check Payable to: SCWA

Suffolk County Water Authority
PO Box 9224
Uniondale, NY 11555-9224

VIAPrint® On-Demand Insert Printing

Through our VIAPrint® (Variable Insertion Alternative) module, Level One has the unique capability to reduce the cost associated with custom inserts with our print on-demand solution. Level One provides a portal to allow customers to create and upload inserts that are printed on the fly as part of the print steam. This functionality has been highly successful in reducing the costs associated with printing, inventorying, shipping and managing the insert process.

Level One has the advantage of complete flexibility to respond to The City of Lake Worth's requirements, regardless of the volume or distribution of the inserts. We estimate that the our solution could potentially save The City of Lake Worth up thousands of dollars annually in printing and mailing costs with utilizing our ability to print inserts on the fly. Level One requires only as little as 24-48 hours notice to add or change inserts that are included within the print-ready file.

Application / Customer Support

Level One has established the following service level goals when responding to customer issues and/or requests:

- Be accessible to customer at all times during and after normal business hours.
- Return phone calls within 30 minutes.
- Reply to all emails before leaving office for the day.
- Comply with all SLAs associated with contracted services.
- Formatting requests proofed and completed within 24-48 hours.

Any City of Lake Worth request or issue will be acted on immediately and forwarded to a Level One client services team member assigned to your account. The client services team manager is required as part of his or her goals to respond within a specified timeframe depending on the request. If the anticipated satisfaction goals are still not reached, the issue is reopened and sent to the next highest level of management. The issue must be resolved within one week by the responsible party or it is automatically sent up to the next level of management. From there, the issue is escalated every day to the succeeding level of management until a resolution is implemented. Very few issues ever go beyond the account manager level.

As you will see, Level One's OneVIEW® Suite of services including web-based applications PreVIEW® (Pre-Production Quality Assurance) and SureVIEW® (Image Archive Repository) require very little support and carry no costly maintenance agreements. That is one of the advantages of our system. As long as you have access to an Internet connection, you will have 24/7/365 access to our hosted applications that support The City of Lake Worth's operations.

Level One's IT staff is available during normal business hours Monday through Friday, 8:00 a.m. EST – 8:00 p.m. EST. In an emergency, you will have access to your designated project manager 24/7 as necessary. If The City of Lake Worth chooses to restrict employee access to its custom web tools by IP address, authorized personnel will only login via a company computer. However, if The City of Lake Worth prefers its employees to have access outside the company, via a secure login and password employees can access our applications from any computer anywhere in the world.

Level One processes files 24/7/365 via our reliable automated file processing routines.

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Though beyond the scope of this RFP, the following discussion outlines Level One's capabilities to seamlessly integrate Electronic Document Presentment and Payment into the City's overall solution at a later date.

eVIEW® Electronic Bill Presentment & Payment

Level One's online billing and payment platform, **eVIEW®**, is a highly flexible and scalable web-based enterprise "biller direct" solution that enables utilities to consolidate electronic billing and payment operations and deliver a consistent experience to consumers across multiple channels.
With eVIEW®, the City is able to present bills electronically to their customers and provide a method for them to pay their bills on-line.

With eVIEW®, the City is able to present current, detailed bills electronically to their customers and provide a method for them to pay their bills on-line without the burden of data security, PCI compliance, data storage backup and recovery. These services may be integrated into your billing system at any time. We even offer strategies to promote enrollment in the program. Our clients see an increase in cash flow, reduced costs, and a decrease in DSO (Days Sales Outstanding) through these services. Whether our clients wish to rapidly bring new billing and payment products to market, transform their existing platforms, develop an enterprise strategy, or implement custom billing and payment solutions, we are ready to deliver the capacity.

Essentially, customers that choose this option enroll on-line. They authenticate their initial login by providing their account number and zip code. Additionally customers are asked to provide their email address for email notifications and confirmations. During processing, bills that are coded to be presented electronically generate an automatic email notification, or an optional SMS text to these customers where they can securely login to our hosted repository and view their current bill, and any history of bills stored on our hosted site.

After viewing their bills, your customers will be able to pay them via the web, IVR systems, through a customer service agent portal (walk-in), and mobile devices with an ACH, Check, personal or corporate credit card, or debit card. Our payment platform enables biller's to collect, aggregate, manage and process payments from multiple departments, systems, and channels through a centralized payment platform.
Payment options are flexible and include automatic payment setup as well as one-time payments. eVIEW® can also be configured to include an anonymous "pay-only" site, where enrollment is not required and customers can simply pay their bills, permit fees or license fees via ACH or credit card.

eVIEW® Payment Center for Customer Support Activities

The eVIEW® platform provides a secure web based tool with features and functions that enable customer support before, during and after payment processing, as well as management tools for reporting and overall payment management. Access to the Payment Center website is IP restricted to users with a Login ID and password. The Login ID also defines the functions the user can access, the data they can see and the updates they can perform.

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Once logged in, the Payment Center tool provides the ability to manage Customers, run a variety of reports, and, manage the users of the Payment Center by establishing user Logins and setting privilege rights.
For customer management, there are three information categories presented:

- Customer Overview
- Funding Sources
- Payments

Details on individual payments, regardless of the payment channel (Web, IVR, Walk-in, Agent, mobile) are immediately available in the customer view of **Payments**.

One of the key differentiators between eVIEW® and other payment platforms is its robust reporting capability. Standard features include, but are not limited to a variety of reports in the areas of Payments and Returns Processing, Settlement Reporting, and Enrollment Reporting.

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Reports

Reports on Payments, Enrollments, and Settlement are available on the system. There are 8 Payment reports including: Processed, Pending. Cancelled, Returned, Returned, and Rejected. Enrollment Reports include and Enrollment Total report, an Account Status Total, and an Active Snapshot report. Settlement reports include Daily and Onward Settlement reports. Below is an example of a Payments Processed Report

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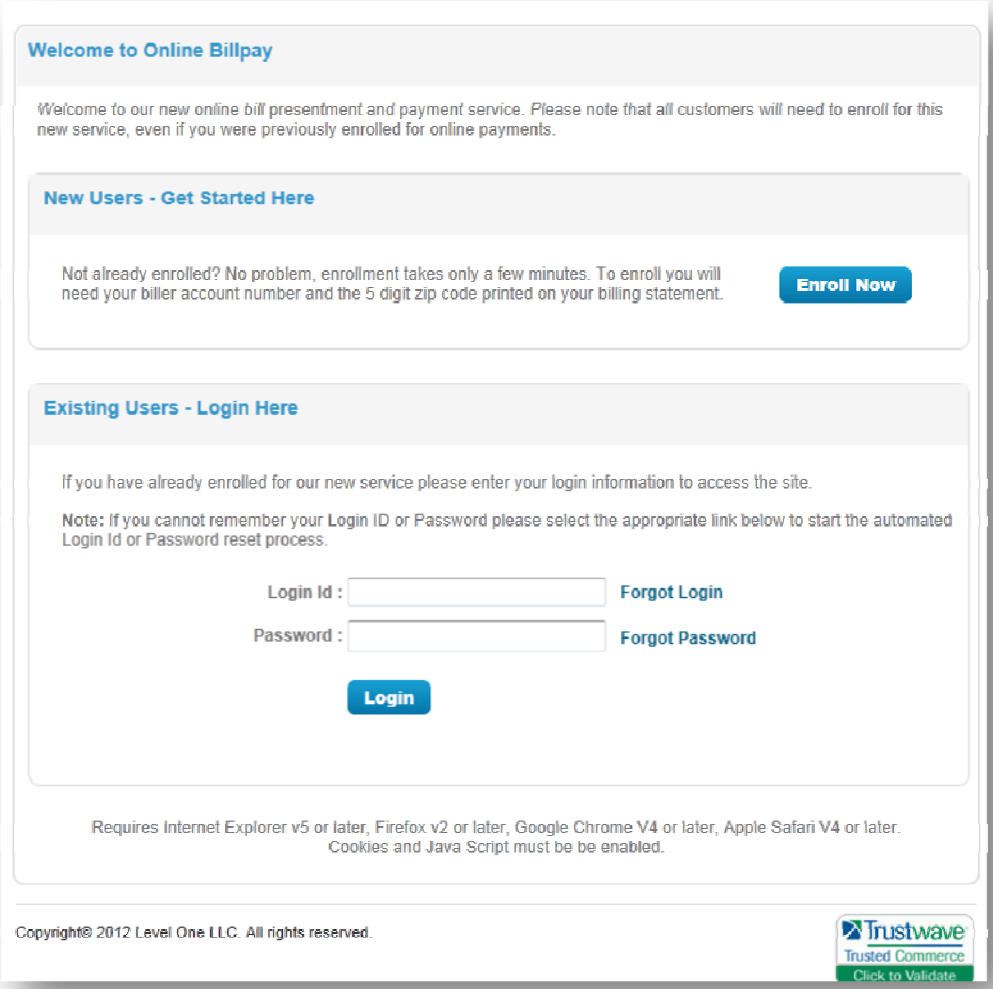
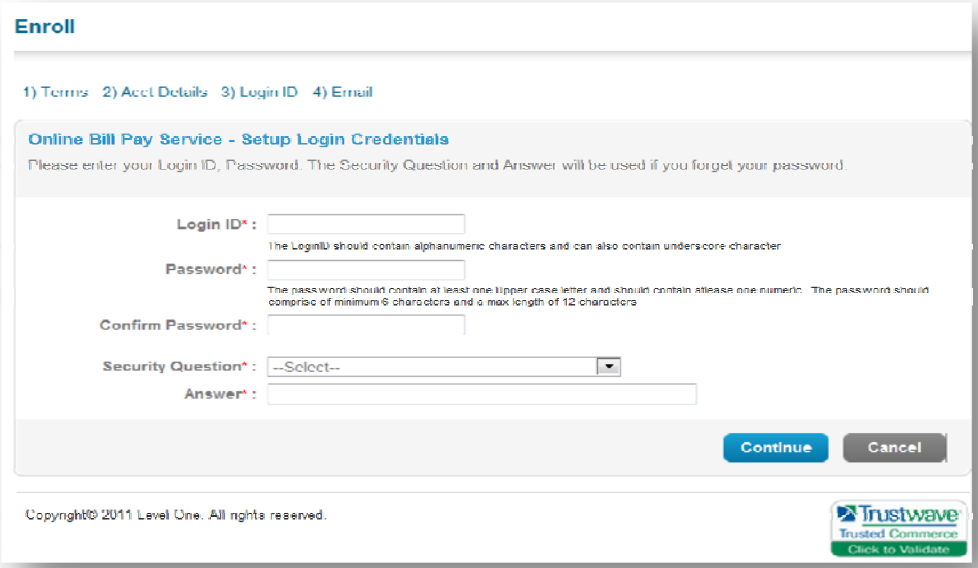
eVIEW® Customer Enrollment and Web Page Navigation

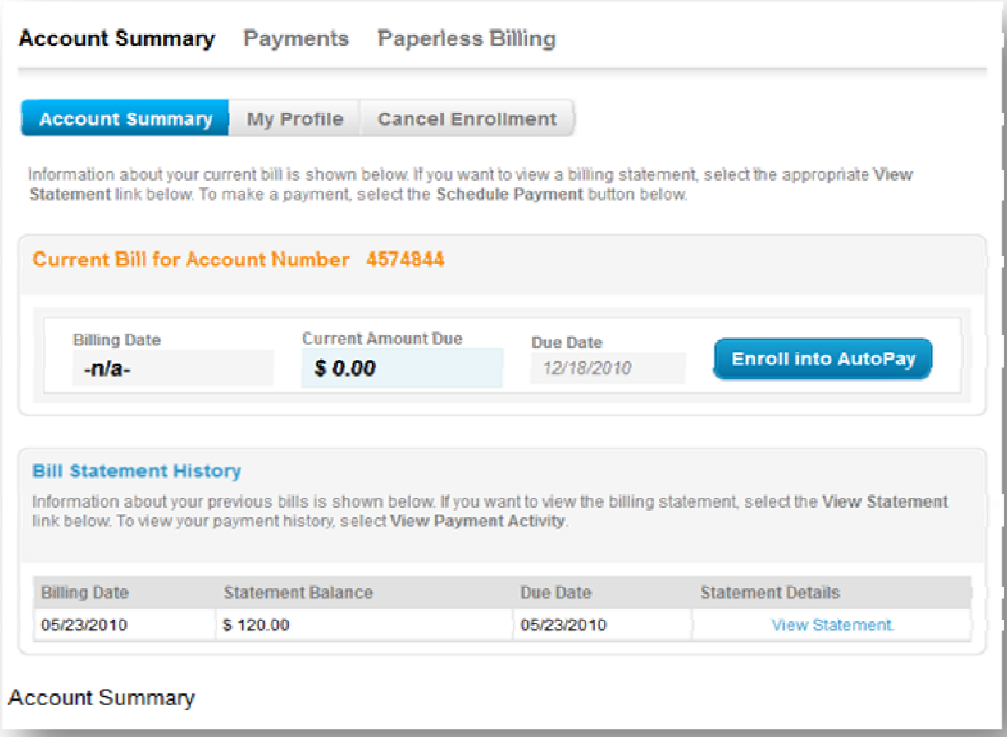
Under the enrollment model, the City will have a great deal of flexibility to customize their web color scheme and branding, outgoing email templates and descriptive web content. The City's customer would see the following options on their Initial Login Screen.



Note: Color schemes and text are completely configurable to match your existing web site.
After their account data has been verified, customers are prompted to create their own Login and Password combination, establish their security question and enter and verify their email address. Upon successful enrollment, an automated email notification is sent as a confirmation.



Once enrolled, the menu navigation scheme is simple and intuitive and the "Account Summary" screen shows pertinent payment and document details. Selecting "View Statement" shows the document in a separate window – exactly as it would have been mailed. Once enrolled, the customer's billing history is saved and remains available for online viewing for 12 months. Additional billing history is available.



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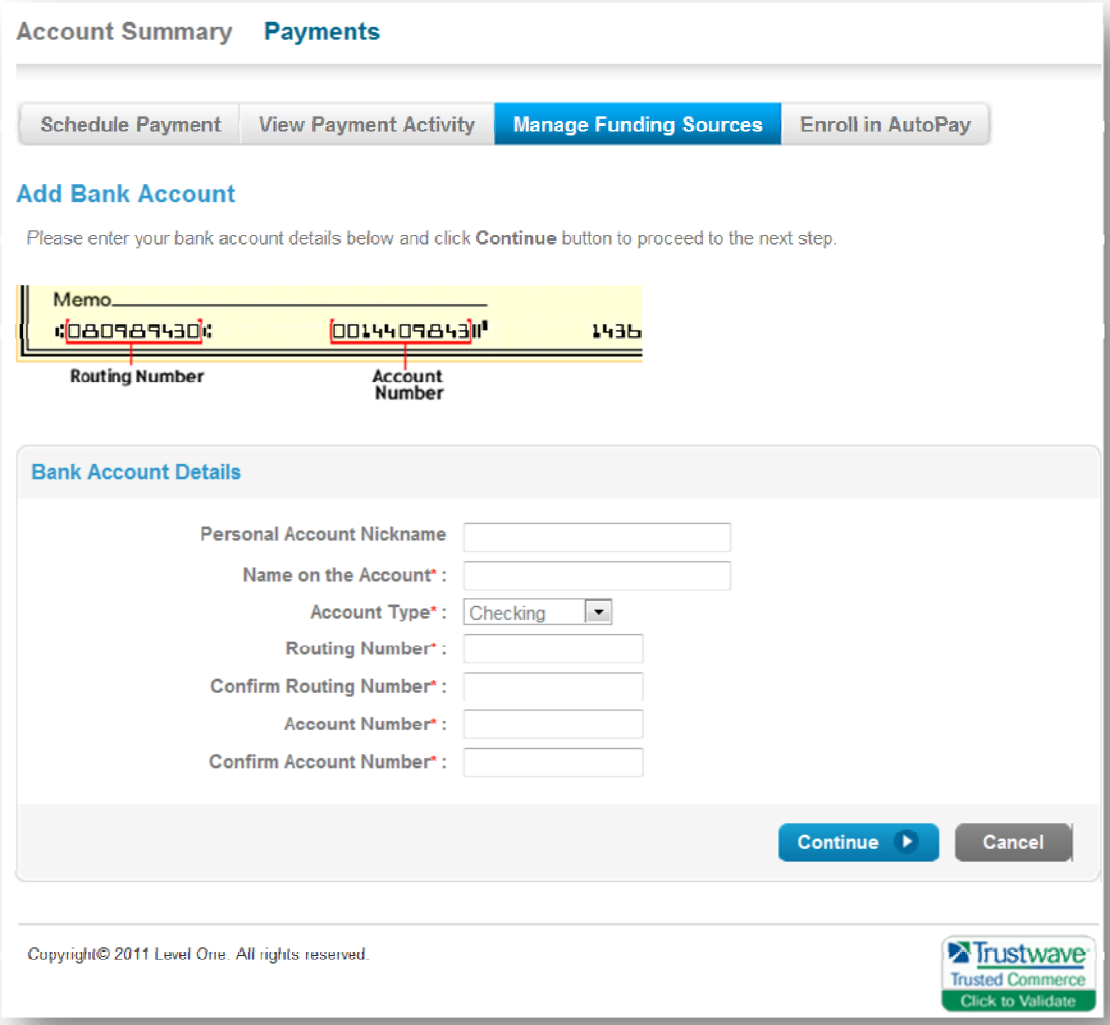
To enable a payment (optional functionality), customers will be prompted to enter a funding source (Bank or Credit Card Account). The City has the flexibility to enable multiple credit/debit/ACH funding source options for their customers.



Once the funding data in entered, confirmation is shown on the screen to allow any changes or edits before the account is accepted. Point of entry validation of the ABA Bank Routing Number, Credit / Debit Card Account is performed. Once accepted, a confirmation message is shown on the screen.

This data is now securely stored in the eVIEW®'s PCI compliant database application. For instance, bank and credit card account numbers are masked during all CSR access to a customer's account, and for all reporting functions.

AutoPay enrollment allows the City's customers to enroll in automated ACH or Credit/Debit transactions that can be set up to draft the exact amount of a customer's payment on the payment due date. The system also allows for free-form data entry in Memo fields for the convenience of customers to make specific notes relating to their transactions.

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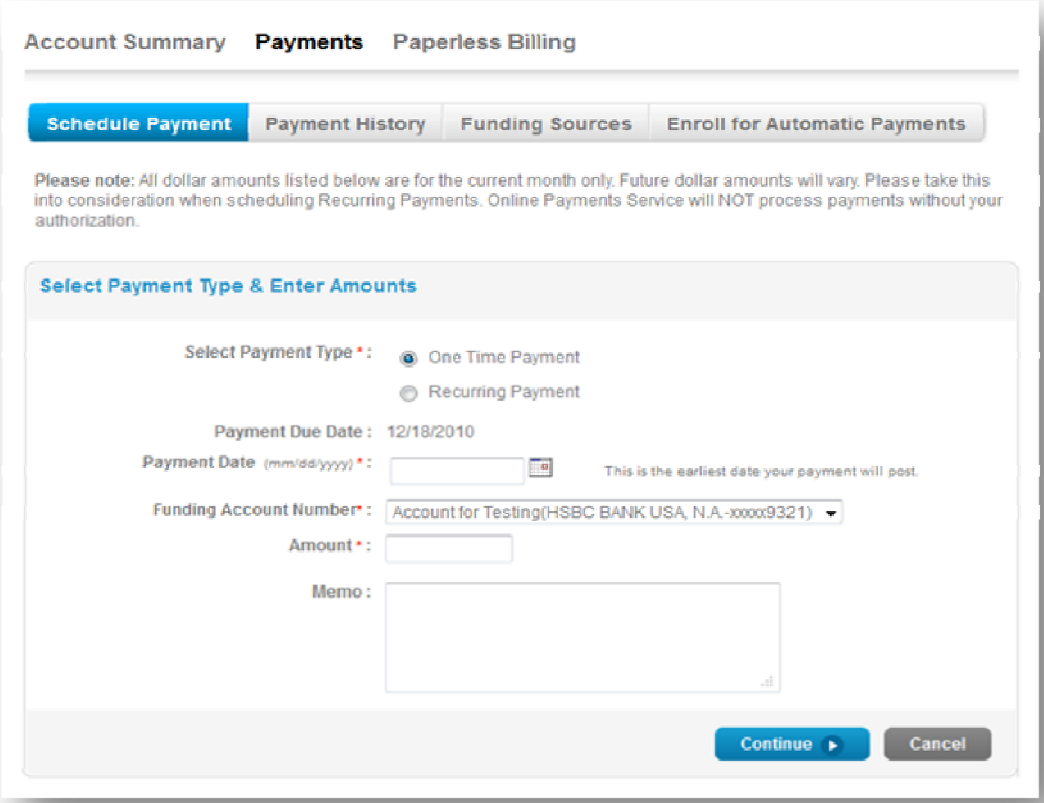

To ensure clear communication with the City's customers, eVIEW® incorporates a series of confirmation emails to verify certain key activities (e.g. eVIEW® System enrollment/unenrollment, AutoPay enrollment/unenrollment, one-time payment confirmation, Lost Logins or Passwords.
More specific functional details can be covered in a live demonstration of the platform.

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Listed below are the key parameters relative to the quality of the eVIEW® proposed solution:

System Security

Security features include:

Authorized Authentication and access control

e-Billing & EBPP Website

Secure access to Level One's e-Billing and EBPP features are implemented using the following techniques:

- Customer data authentication
- Cookie rotation
- Application level authentication using shared partner keys and signature validation between client application(s) and eVIEW®

Payment Center

The Biller's access to the payment center features is secured through authentication credentials (user ID / password), role-based access control (RBAC) framework and IP-based filtering.

PCI Data Security Standard (DSS) Compliance

The eVIEW® platform (and associated processes), have demonstrated full compliance with the PCI Data Security Standards v1.2. This was independently validated by Igxglobal Inc., and a copy of the Certificate of Validation is available upon request.

Encryption Deployment

eVIEW® uses a variety of encryption methods to protect customer data during payment processing, file transfers and storage.

- **Secure Network Communications** eVIEW® uses X.509 certificates or PGP keys for external host interface communications and SSL sockets for all inter-process communication.
- **Temporary Data Storage** Application files generated by eVIEW® are stored as 3DES encrypted files on the servers. When transmitted to external host systems, these files are converted from 3DES to PGP format using in-memory Java pipes.
- **Sensitive Data Encryption** Sensitive customer information such as social security numbers, bank account numbers, and credit card account numbers are always encrypted before they are stored in the eVIEW® database.

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Request for Proposals

The City of Lake Worth

REQUEST FOR PROPOSALS

RFP # 12-13-206

UTILITY BILLING PROCESSING, PRINTING, AND MAILING SERVICES

Where the Tropics Begin

PROCUREMENT OFFICE
7 North Dixie Hwy.
Lake Worth, FL 33460
TEL: 561-586-1674

Where the Tropics Begin

REQUEST FOR PROPOSALS
RFP # 12-13-206

UTILITY BILLING PROCESSING, PRINTING, AND MAILING SERVICES

The City of Lake Worth is seeking proposals from qualified, experienced firms to process, print and mail utility bills from an electronically stored format. Interested firms are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely. The City intends to negotiate a contract for these services upon selection of the firm that best satisfies the evaluation criteria and is in the best interests of the City.

Time is of the essence and any proposal received after **3:00 p.m., June 13, 2013,** whether by mail or otherwise will be returned unopened. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Procurement Office personnel by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest.

Interested parties may obtain a copy of the RFP by contacting the Procurement Office at (561) 586-1674 or from the City's website at www.lakeworth.org, Purchasing Opportunities.

All proposals must be delivered or mailed to:

City of Lake Worth Procurement Office
7 North Dixie Hwy
Lake Worth, FL 33460

ENVELOPE MUST BE IDENTIFIED AS RFP # 12-13-206.

BY:_____
Kari Hansen, Procurement Office

PUBLISH: Palm Beach Post
May 19th 2013

UTILITY BILLING PROCESSING, PRINTING, AND MAILING SERVICES

RFP #12-13-206

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth ("City" hereafter) is seeking proposals from qualified, experienced firms ("Proposers" or "Firms" hereafter) to process, print and mail utility bills from an electronically stored format. A complete scope of work is incorporated into this RFP as **Exhibit "A".**

2. SUBMITTAL OF PROPOSALS

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

Time is of the essence and any proposal received after **3:00 p.m., June 13, 2013,** whether by mail or otherwise will be returned unopened. The City will in no way be responsible for delays caused by any occurrence. Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail. Each envelope will be stamped by the Procurement Office personnel with the date and time received. The time of receipt shall be determined by the time clock located in the Procurement Office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Procurement Office personnel by the deadline indicated. At the designated time and place, the City Procurement Official or designee will record the proposals for the record.

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest.

The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP.

All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

3. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. All addenda will be posted on the City's website - www.lakeworth.org - under Purchasing Opportunities. It is the sole responsibility of each Proposer to check the City's website for posted addenda. The City will not mail or fax any addenda to a Proposer.

All questions regarding this RFP should be submitted in writing via mail or e-mail and must be received by the following Purchasing Agent no later than ten (10) calendar days prior to the due date for proposals*:*

Kari Hansen
Purchasing Agent
Procurement Office
7 North Dixie Highway
Lake Worth, FL 33460
KHansen@LakeWorth.org

All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFP. The City will strive to issue all addenda at least three (3) business days before the proposal due date; however, the City reserves the right to issue any addenda at any time.

4. PROPERTY OF THE CITY

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

5. RFP TIMETABLE

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

- Questions from Potential Proposers Due — May 31, 2013 (3:00PM)
- Proposal Response Due — June 13, 2013 (3:00PM)
- Short List Announcement — approximately 2 weeks later
- Proposal Selection — approximately 3 weeks later
- Contract Negotiations & Approval — approximately 4 weeks later
- Outsourced Support Transition Begins — approximately early August 2013
- Outsourcing Transition Complete — October 1, 2013

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

6. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this RFP. A complete copy of the City's procurement code is available on- line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All

Proposers are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process.

7. ETHICS REQUIREMENT

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

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

8. DISCLOSURE AND DISCLAIMER

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

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

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

9. CONTRACT AGREEMENT / COMPENSATION

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

The resulting contract shall be for an initial term of five (5) years with two additional one year renewal options unless earlier terminated in accordance with the resulting contract. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term. Each fiscal year of the contract and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City of Lake Worth. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

Prices shall remain firm for the initial term of the resulting contract subject to terms and conditions to be negotiated on requests for consideration of a price adjustment.

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

The City and Contractor recognize that the turnaround time for processing the utility bills are critical and time sensitive under this Contract. The City will suffer financial loss if the Contractor fails to achieve daily processing within the time specified herein. In such event, the total amount of the City's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should the Contractor fail to achieve processing, printing, and mailing of customer bills and inserts within the timeframes established in the Contract, the City shall be entitled to assess, as liquidated damages, but not as a penalty, $1000 (One Thousand Dollars) for each calendar day thereafter until processing, printing, and mailing of utility bills and inserts is achieved. The Contractor shall expressly waive and relinquish any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Firm fails to perform the services within the required time periods.

10. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective

without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

A. The firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

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

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

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

11. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals from Proposers. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission. The Procurement Official will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City.

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

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

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

Evaluation Scoring Criteria will be based on the following:

The evaluation of the Proposers will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered "Qualified," a Proposer must receive a minimum aggregate average of 70 points.**

A. Expertise of Designated Staff (**25** points) - Rating should be based on information provided on experience related to the type of work at hand, i.e., a firm with staff at the worksite installation will receive a higher rating than a firm whose workforce is located elsewhere. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect more or less expertise in comparison with other competing firms.

B. Previous Performance on Similar Projects (**25** points) - Ratings should be based on a list of similar jobs and resumes of staff involved. Significant experience in performing substantially the same type of projects should receive higher points. **No experience** on the type of project should receive **zero points**. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.

C. Methodology and Approach (**25** points) - Ratings should be based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this Request for Proposals.

D. Proposed fee / compensation (**25** points): To be based on prices provided in the price sheet **Exhibit "B"**. Prices used in the selection criteria will be considered the firm's price proposal.

The City reserves the right to conduct a mailing test with the selected Proposer in order to determine the actual time for mail to travel from the selected Proposer's facility to the City. Said mailing test may be conducted concurrently with contract negotiations. If the mailing test shows an inability to satisfy the City's timeliness requirements (as determined by the City), the City reserves the right to reject the selected Proposer's proposal; terminate negotiations; and/or move to the next ranked Proposer.

12. PROPOSAL FORMAT

Proposer shall submit **one (1) original, five (5) copies and one CD copy in Word Format** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

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

Only one proposal may be submitted by each Proposer.

Proposers shall submit the following information as described in the sections below:

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

A. Table of Contents: Outline in sequential order the sections of the proposal.

B. Cover page: Summarizing qualifications and project approach (one (1) page). This page must also identify at least one person who is legally authorized to bind the Firm in a contract with the City and said person shall sign this page. This page shall also include information on any ethical conflicts of interests and any campaign contributions to the City Commission.

C. Proposer's Price Sheet (**Exhibit "B"** hereto); Proposer Information Page (**Exhibit "C"** hereto) and, Drug-Free Workplace Confirmation (**Exhibit "D"** hereto) (if applicable).

D. Summary of Proposed management, and experience and key personnel. Please also identify the names and addresses of any proposed subcontractor(s) and the percentage of utilization and/or a description of work to be provided by the subcontractor(s).

E. Organization Chart.

F. Proposal Key Points: Proposer must respond to all minimum requirements listed below.

   1) Address the Firm's ability to comply with the requirements of the scope of work attached hereto as **Exhibit "A"**. If a deviation, variance or exception to the requirement is requested or declared, clearly point this out in the Firm's proposal.

   2) Describe the Firm's qualifications, capabilities, the infrastructure on-hand, and approach to provide the work outlined in the scope of work attached hereto as **Exhibit "A"**.

   3) Provide examples of "best practice" utility bill formats currently used by the Firm which could be adapted to the City's bill information

   4) Provide five (5) customer references for contracts of similar size and scope. Include the name of the organization and the name and telephone number of a responsible contact person. If the customers use Sungard's Public Sector system, please identify them as such.

5) Specifically address the following to help the City understand the Firm's approach:

a. Preparation for Outsourcing:

i. Describe the steps required of the Firm and the City along with milestones/schedule to transition to bills being printed and mailed from the Firm's facility.

ii. Address how a "best practice" utility bill design will be developed and presented to the City for approval. Examples of the Firm's best practice design which could be adapted to the City's current design are requested.

iii. Describe the Firm's experience in adapting Sungard Public Sector utility bill electronic files to the Firm's bill printing and mailing environment. If the Firm will need assistance in learning how to adapt to the bill format, clearly state this. If the Firm is working with Sungard files now, please explain how the Firm stays abreast of changes in file structure.

iv. Describe what will be required of the City to allow the outsourced bill printing and mailing to begin.

b. Utility Bill Printing and Mailing:

i. Describe the process the City will follow in sending an electronic file to the Firm for printing and the feedback system for file receipt, bill production and mailing. Ensure the proposals addresses the processes within the Firm from receipt of the file to delivery of the bills to the United States Postal Service. Please declare the Firm's capability to deliver the City's utility bills to the USPS within 24 hours of receipt of an FTP file from the City.

ii. Address how the City may receive status of the job from receipt to completion.

iii. Address how the flexibility desired by the City will be supported.

iv. Describe how the City will be able to add messages to the utility bills.

v. Define how multiple page bills will be handled. Define limitations on the number of pages that can be handled or kinds of paper (i.e. glossy, cards, textured stock, etc.).

vi. Describe what changes the Firm would suggest to reduce the City's costs and how such reduced costs would influence the Firm's pricing sheet if accepted by the City.

c. Postage Management

i. The Postal Service announced the retirement of the POSTNET barcode for automation price eligibility in January 2013. Share the Firm's intent and schedule to move to the intelligent barcode (iMb).

ii. Address the Firm's capabilities today in qualifying for the largest postage discounts and applying these discounts to City bill mailings.

iii. Declare if the Firm has an on-site USPS Merlin system for verifying mail quality prior to entry into the USPS Distribution System.

iv. Describe the Firm's compliance with the Coding Accuracy Support System (CASS) of the U.S. Postal Service each cycle. Also address how the City will be notified of address error for correction in the City's Customer Information System data base.

v. What changes would the Firm suggest to reduce the City's costs? How would this influence the Firm's pricing sheet if accepted by the City?

d. Additional Inserts:

i. Describe the process to allow additional paper inserts to be sent out with the City's utility bills. Provide insight on what options are available.

ii. Describe the Firm's capability to support the City's needs to print and mail materials separate from utility bills.

e. Disaster Planning:

i. Clearly identify the Firm's facility that would support the City's bill production and mailing.

ii. Describe the Firm's ability to accomplish data receipt, printing and mailing at this facility and/or an alternative site in case of a natural disaster or other events which might impact production at your primary facility. Clearly identify where the Firm's primary facility and any alternate facilities are located for disaster planning.

f. Indexed PDFs:

i. Define the Firm's approach to delivering indexed PDFs to the City for integration and linkage to customer's accounts in our Sungard Public Sector Click2gov system.

ii. Address which field the Firm would index on the PDF.

G. Conclusions (no more than one (1) page).

H. Sample bills, letters, and notices: Include an example of an invoice that would be provided to City Customers. This will be used for comparison against the Firm's pricing sheet for cost analysis.

I. Appendix 1 – Resumes of Key Personnel.

J. Appendix 2 – Business Licenses (if applicable).

K. Appendix 3 – Summary of Litigation.

L. Appendix 4 – Financial Report.

M. Appendix 5 – Other Relevant and Supporting Documentation (optional).

13. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

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

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

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

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

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

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

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

14. PROTESTS

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

15. EXHIBITS

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

A. Exhibit “A” Scope of Work
B. Exhibit “B” Price Sheet
C. Exhibit “C” Proposer Information Page
D. Exhibit “D” Drug Free Workplace Confirmation
E. Exhibit “E” CX Bill Print Multiple Files Reference Sheet

16. COMPLIANCE

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

END OF GENERAL INFORMATION

EXHIBIT "A"

SCOPE OF WORK

The City desires to outsource our utility bill printing and mailing services. It is the intention of the City to retain the services of a single firm for bill printing and mailing services including statements, and letters to residential, commercial, and industrial utility customers with address correction and encoding capabilities. The City uses Sungard's Public Sector as our software to produce our utility bills with City staff currently performing bill/envelope insertion and mailing.

The City currently prints approximately 30,800 utility bills per month on average. The current bills are single sided printing with pre-printed instructions on the opposite side. Bills are produced in 21 separate bill runs averaging between 375 to 3011 bills per run corresponding to our billing cycles, with the remainder for other non-cycle billing such as final bills and rebilling. These billing cycles are driven by meter reading, are not fixed and occur on different days each month. Flexibility in when we can have bills printed is viewed as a core requirement for the City.

The City also desires to receive indexed PDFs of the bills produced by the firm for linkage to the SunGard Public Sector online bill management capabilities.

Part of our environmental stewardship objectives is to encourage more customers to move to electronic bill notification and to use recycled paper in the bill production process. The electronic bill notification initiative moves forward successfully the number of utility bills printed per month may be reduced.

The City reserves the right to delete or amend any of the services as listed and described herein.

TECHINCAL REQUIREMENTS TO BE MET:

A. The Firm will receive and format billing data to print, insert, sort and mail utility bills. The City will transmit, via a firm provided secure FTP site, extract files, data and documents to the Firm each billing cycle by a time agreed upon by the Firm and City. The City will receive a file of corrected mailing address information from the Firm at a time to be agreed upon. The volume of extract files will vary: The Firm shall process the extracted files provided by the City for the generation of customer bills and letters.

B. The Firm shall create bills from approved file layouts, distinguishing unique bill types and including, but not limited to:

   1) Bank drafts
   2) Corrected bills
   3) Final bills
   4) Group billing
   5) Unique Classes of Service (i.e. Government)
   6) E-bills (to exclude from printing)

C. The Firm shall insert monthly statement(s) into a double window envelope with a security tinted return envelope. The ability to suppress insertion of a return envelope and to produce an electronic version of the bill only will be required based on the customer's selection and selections in the bill format. This capability will include processing, laser printing in highlight color on form, folding, inserting, along with a remittance envelope, sorting and delivery of bills to the United States Postal Service (USPS) each month

based on the release of bill cycles. Production and mailing must be delivered within 24 hours of release of a bill cycle. The majority of the bills will be a single page however some customer locations have multiple meters which will result in a bill that is multiple pages.

D. In addition to utility bills, the City generates letters for printing and mailing. The letters will vary in form and content. The firm shall provide an interface, print driver, application that will interact with the SunGard NaviLine DMS (Document Management System) to capture the documents and transmit them to the firms secure website. The City also produces individual letters that may require this process to allow for the best postal discount. The firm will provide a method to receive the letters and documents via firms secure FTP or Email each day at a time agreed upon by the Firm and the City. Daily volume will vary.

E. The City will occasionally have inserts to be included in the bills produced and mailed. The City may seek the Firm's ability to print inserts as a supplemental service. If the City prints its inserts separately from the Firm, the inserts will be drop shipped to the printing facility within 5 business days of when the inserts are required for production. The inserting process may involve select billing cycles identified by the City or a complete month of bill production. The City will work with the Firm to design inserts to conform to the specifications required for successful insertion by the equipment provided by the Firm. Additional inserts may be provided in a Microsoft Word .DOCX, Adobe .PDF, Microsoft EXCEL .XLSX, Comma Separated Variable .CVS or Text .txt formats.

F. The Firm will use best practices to propose bill designs for acceptance by City staff that uses a two-color (black with a second variable laser highlight color of blue) one-sided bill form. The bills are to be printed on blank 8.5" x11", 20 lb paper with a perforation integrated into the final bill design so that the customer may tear off the payment stub). Printing will be of laser quality with a resolution of at least 600 X 600 DPI. The paper used should have a brightness factor to allow a contrast ratio of paper to print to ensure reliable OCR scanning. Printing on the reverse side of the bill will include general instructions to the customer. The bill design shall include an appropriate bar code scan line and an OCR line for remittance processing, a message area (variable data text messages that may exploit the highlight color ink), different size fonts to enhance readability, a bar chart to reflect consumption over a 12-month period, and the City's logo. Special consideration must be given in aligning the final design of the detachable payment coupon for error-free processing payment system. Envelopes should be double window #10 that will allow for the outgoing address on the bottom with the return address and City logo in the top window. Payment stubs shall be designed with the City's payment address revealed when inserted into the Firm provided return window envelopes. The appropriate size return envelopes must be security tinted on the inside. Once the final design is defined the Firm shall notify the City in writing, and receive approval of any required changes to forms or envelopes prior to implementation.

G. The Firm must be able to "Combine Bills" of the same name and address into one envelope. In addition, the Firm must offer "Selective Inserting" so that the City's customers using bank draft will not receive a return envelope.

H. Each bill will be generated from multiple data files (minimum of **13 files)** produced by Sungard's Public Sector software which will be transmitted electronically to the Firm via

FTP. After electronic receipt, the bills are to be printed in bill runs averaging between **375** and **3,011** bills per run corresponding to the City's billing cycles. Each date/print file will be treated as a separate billing. In addition, overdue/cut off notices are generated and mailed monthly. The Firm should be aware these billing cycles are driven by meter reading, are not fixed and occur on different days each month. The City must have flexibility in when we can have bills printed. It is desired the Firm send notification back to the City indicating the file(s) has been received. The Firm will assist the City during the initial and follow on operations with the FTP link.

I. The Firm will use Coding Accuracy Support System (CASS) procedures and technology to certify the customer addresses during each bill printing cycle so that the postage costs are minimized.

J. As part of the bill printing and mailing process, the City requires the Firm to generate PDF documents of the bills that include indexing. The PDFs will contain the same information as the printed bill itself. The indexed PDFs will be delivered electronically to the City as quickly as possible for integration and linking to the customer's online account using SunGard's Click2gov application.

K. Once the insertion process is completed, the Firm will mail the bills through the U.S. Postal Service to the customer addresses provided. The bills must be mailed within 24 hours of the electronic data being successfully received by the Firm.

L. The City's mailings must start at the USPS 5-Digit Rate (or lowest) as qualifies to obtain the largest postage discounts. The Firm must have postal software in-house to process and sort to attain the lowest postage rate. Investment in future upgrades to support the evolution of USPS mail requirements and to continue assurance of the lowest postage rates will be the responsibility of the Firm. Bar coding, arranging and sorting of the City's bills shall be used by the Firm to attain the lowest postage charges consistent with USPS standards. The Firm will have an on-site USPS MERLIN system for verifying mail quality prior to entry into the USPS distribution system. The Firm must be OP certified by the USPS to allow for one (1) and two (2) ounce mail pieces to go through the same mail stream to maximize postal discounts. The Firm will make periodic recommendations for improving mail delivery, postage savings and reducing mailing costs.

M. The Firm must have job tracking capability which allows the City to monitor the progress of all billing cycles via a web-based electronic interface. The Firm will be required to send an e-mail notification or provide some form of web-based status to the City indicating the bills have been delivered to the Postal Service.

N. The Firm will retain the City's billing data/print files until the Firm receives the next date/print files. Daily backup rotation and storage of data will be declared by the Firm.

O. The Firm will provide the City a document or other method, indicating the number of bills received electronically for printing, as well as the postage breakdown as USPS

Automation Qualified starting at First Class 5-Digit Rate of the billing cycle prior to the mailing of bills.

P. The Firm will provide a monthly invoice broken down by data/print file or cycle sent by the City. The invoice will detail the number of bills processed and the amount of postage paid for each date/print file along with any other itemized charges.

Q. Postage will be billed to the City at cost as part of the monthly bill. The City will allow the Firm to establish an escrow account for postage. The Firm will provide detail on the total bills printed, mailed and the monies billed to the City for postage services.

R. The Firm is to supply all paper, envelopes, return envelopes and postage. The Firm will purchase and maintain a sufficient supply of billing forms and envelopes to ensure uninterrupted supply for printing requirements. It is expected that the exact postage costs will be passed through directly to the City.

S. The Firm must provide the ability for the City to add or change messages which will print on the bill.

T. The Firm will be responsible for assigning a specific point of contact to work with City personnel during the initial setup phase as well as during routine bill printing cycles.

U. The Firm must have the ability to perform these services from more than one location (redundant capability) so that the service is not interrupted in the event of a disaster at one location. The Firm shall provide back-up facilities in the event that the primary operational site experiences a service interruption or disaster to insure that services are provided in accordance with the contractual requirements. In the event of a service interruption or disaster, the Firm shall immediately notify the City's Customer Service Supervisor of the event and procedures implemented to meet the contractual requirements including the location to be used for processing the City's Bill Print and Mail Services. Should the Firm anticipate a delay in meeting the City's service requirements, the Firm shall provide mitigation information.

V. The Firm must maintain internal control of the City's customer data and will not compromise, sell or share this data. Customer information will be treated as confidential and will not be released to any outside party without approval of the City. The Firm's proprietary information or business practices considered trade secrets will be protected by the City.

W. The Firm will provide a quote within the proposal for the initial programs required to print billing information from the data/print file provided by the City's Sungard Public Sector system to the approved bill from.

X. The Firm will be required to provide programming changes after the initial program is put in place. The Firm will provide a quote for changes within the Proposal.

Y. Postage for the mailing of all customer bills will be charged to the City's USPS postage permit. The City shall provide Firm with the required postage permit information, and it shall be the City's responsibility to ensure sufficient payments are made to the USPS to enable mailings to be made against the postage permit. Firm shall be responsible for sorting, grouping, packaging, and in all other ways preparing the customer bills and inserts for mailing so that the lowest possible postage fee is charged for the mailings.

END OF SCOPE OF WORK

EXHIBIT "B"

UTILITY BILL PRINTING AND MAIL SERVICES

PRICE SHEET

Base Price

$_____	Unit price per statement, bill processed (including processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS)
$_____	Charge for additional bill inserts
$_____	Charge for Combined Bills
$_____	Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies (realizing that cost will be estimated, provide best estimate per statement)
$_____	Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up. _____ Hours
$_____	Programming fee per hour for changes after initial set-up.
$_____	Charge for additional bill inserts
$_____	Charge for indexed PDFs of bills
$_____	**TOTAL**

EXHIBIT "C"

PROPOSER INFORMATION PAGE

RFP # 12-13-206

Company Name: _____

Authorized Signature: _____ _____

Signature Print Name

Title: _____

Physical Address: _____

Street

_____

City State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Web Site (if applicable:_____

Federal Identification Number:_____

This is a requirement of every Proposer.

EXHIBIT "D"

RFP 12-13-206

CONFIRMATION OF DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

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

_____ _____
Authorized Representative's Signature Date

_____ _____
Name: Position:

**** If this form is not returned, the City will assume the Proposer has not implemented a drug-free workplace program.**

City of Lake Worth
414 Lake Avenue
Lake Worth, FL 33460-3807
561-533-7300

Customer Name
Bank of America

Statement Date
Feb 01, 2011

Account Number
1177-33384

Service Address
14 N FEDERAL HWY

Last Bill Amount	Payments	Adjustments	Balance Forward	New Charges	Total Amount Due	New Charges Due By
$ 4,051.33	$ 4,051.33	$ 0.00	$ 0.00	$ 4,124.19	$ 4,124.19	11/14/13

Message Center
Dynamic messaging driven by defined business rules.

Summary of New Charges

Electric	$ 2,532.52	
Water	1,173.08	
Sewer	306.36	
Waste Removal	112.23	
Total New Charges		**$ 4,124.19**
Previous Balance Forward		0.00
Total Amount Due by 11/14/13		**$ 4,124.19**

$ 100.00
Unpaid Previous Balance subject to Immediate Disconnection

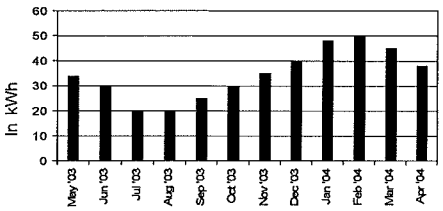
Electric Service

Electric	$ 1,021.82
Fuel Charge	564.13
Demand Electric	580.00
Public Service Tax	155.53
Gross Receipts Tax	55.54
State Sales Tax	155.50
Electric Total	**$ 2,532.52**

Sample Service Message Header
Sample Message text here

Meter #:
Service Period: 06/08/2009 to 07/08/2009
Current Read: 10696
Previous Read: 10352
Usage: 244
Factor: 80

Electric Usage History
Days of Service for current period: 30



▼ *Detach and return with payment.* ▼

City of Lake Worth
414 Lake Avenue
Lake Worth, FL 33460-3807

Service Address
14 N FEDERAL HWY

Account Number
1177-33384

Due Date
11/14/13

Total Amount Due
$ 4,124.19

#BWNCTHZ
#0000002270329267#

PALM BEACH COUNTY
PO BOX 4036
TRAF DIVISION #560
WEST PALM BEACH FL 33402-4036

Optional Donation

Care to Share
Tax Deductible ▶ $

Total Amount
Enclosed ▶ $

Make check payable to **City of Lake Worth**

0000011770000333840000041241 9

Bill Cycle	Customer Name	Account Number	page
	Bank of America	**1177-33384**	**2 of 2**
		Service Address	
		14 N FEDERAL HWY	

How to Reach us...
414 Lake Avenue
Lake Worth, FL 33460-3807
561-533-7300

Office Hours...
Monday through Friday
8:00 a.m. – 5:00 p.m.

Customer Service...
For questions regarding your bill, transfer of home ownership, change of tenant or change of account information call us at **xxx-xxx-xxxx**

Email us at
customer_service@lakeworth.org

Visit us on the web at
www.lakeworth.org

Emergency Numbers
911
Electric.: **xxx-xxx-xxxx**
Water Dept.: **xxx-xxx-xxxx**

How to Check for Leaks
Read the inside meter at night, then again in the morning before any water is used. If the readings are different, you are losing water. Most water loss is the result of a leaking toilet.

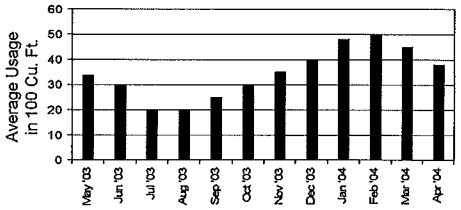
Water Service

Water	$ 1,002.50
Fire Line Charge	63.94
Public Service Tax	106.64
Water Total	**$ 1,173.08**

Sample Service Message Header
Sample Message text here

Meter #:
Service Period: 06/08/2009 to 07/08/2009
Current Read: 12476
Previous Read: 11603
Usage: 873
Factor: 80

Water Usage History
Days of Service for current period: 32



Sewer Service

Sewer	$ 306.36
Sewer Total	**$ 306.36**

Sample Service Message Header
Sample Message text here

Other Services

Waste Removal	$ 112.23
Other Services Total	**$ 112.23**

Sample Service Message Header
Sample Message text here

▼ ***Detach and return bottom portion with payment.*** ▼

Pay with cash at 7-Eleven:
1) Go to your local 7-Eleven
2) Tell the associate you would like to pay **$XXX.XX**
3) Give them this paper to scan the barcode below

Store Associate Instructions:
1) Enter EXACTLY **$ XXX.XX**
2) It purple <LOAD> button of POS
3) Scan the barcode to the right
4) Take cash payment from the customer

Customer pays EXACTLY $ 244.91

CITY OF LAKE WORTH
PO Box 33630-3552
TAMPA FL 33630-3552

UTILITY BILLING PROCESSING, PRINTING, AND MAILING SERVICES AGREEMENT

THIS UTILITY BILLING PROCESSING, PRINTING, AND MAILING SERVICES AGREEMENT ("Agreement" hereinafter) is made this _____day of _____, 2013 between the **City of Lake Worth**, Florida, a municipal corporation ("CITY" hereinafter), with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **Level One, LLC,** a foreign limited liability company authorized to do business in the State of Florida, with its corporate headquarters located at 3 Great Valley Parkway, Ste 100, Malvern, PA 19355-1478("PROVIDER" hereinafter).

RECITALS

WHEREAS, the CITY issued Request for Proposals #12-13-206 in order to obtain a service provider for the processing, printing, and mailing of the City's utility billings ("RFP" hereinafter);

WHEREAS, the PROVIDER submitted a proposal in response to the RFP;

WHEREAS, the CITY desires to accept PROVIDER's proposal for the provision of the processing, printing, and mailing services consistent with the terms and conditions set forth in this Agreement;

WHEREAS, the PROVIDER warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner;

WHEREAS, the CITY finds accepting the PROVIDER's proposal as described herein serves a valid public purpose and is in accordance with the CITY's Procurement Code.

NOW THEREFORE, the CITY hereby engages the PROVIDER for the provision of utility billing processing, printing, and mailing services, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

1. Recitals: The above RECITALS are incorporated into this Agreement as true and correct statements.

2. Term: The term of this Agreement shall be for five (5) years commencing on the Effective Date. The Effective Date of this Agreement is the date the CITY approves and executes this Agreement. This Agreement may be further extended for two additional one year renewal options. The renewal options shall be exercised by the CITY by written notice to the PROVIDER prior to the expiration of the then current term. Notwithstanding the foregoing, this Agreement may be terminated under the terms and conditions of this Agreement.

3. Scope of Services:

3.1 The scope of services for the provision of the PROVIDER's services to the CITY is as described in **Exhibit "A"** and incorporated herein by reference.

3.2 The PROVIDER represents to the CITY that the services to be performed under this Agreement shall be in accordance with accepted and established industry practices and procedures recognized in the PROVIDER's area in general and that the PROVIDER's services shall conform to the highest standards and in accordance with this Agreement.

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

4. USE OF AGENTS OR ASSISTANTS: To the extent reasonably necessary to enable the PROVIDER to perform its services hereunder, the PROVIDER shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the PROVIDER.

5. PROJECT MANAGEMENT: Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the PROVIDER under this Agreement. The Project Manager appointed by the CITY will oversee the daily administration of the services to be performed by the PROVIDER under this Agreement but is not authorized to modify this Agreement.

6. EQUIPMENT: The PROVIDER shall provide all equipment necessary to complete the services to be performed hereunder. In the event PROVIDER requires equipment from the CITY, the PROVIDER shall meet and confer with the CITY before services commences. In the event the CITY's equipment is to be utilized, any costs chargeable to the PROVIDER shall be agreed upon in advance of the commencement of work.

7. FEE: The fee to be paid by the CITY to the PROVIDER is set forth in Exhibit "B", attached hereto. If the PROVIDER is to be used for additional services, the fee to be paid for such additional services shall be agreed to in writing by the CITY's Manager or CITY Commission (depending on the CITY's existing procurement code requirements) and the PROVIDER before such additional services commence (whether in lump sum or by an hourly rate).

8. INVOICE: The PROVIDER shall submit an itemized invoice to the Project Manager for approval prior to receiving compensation. The invoice shall include an itemized summary of total costs billed and shall be made at such intervals as agreed to with the

Project Manager, but no more frequently than once per month. All invoices shall include a description of the status of the services, a brief itemization of costs associated which each task or project phase and the total task or project costs to date. The PROVIDER shall be paid within thirty (30) days receipt of an approved invoice for work.

9. MAINTENANCE OF RECORDS AND AUDIT BY CITY: The PROVIDER shall maintain records and accounts, together with supporting documents, evidencing all business matters with respect to this Agreement. All such records and accounts shall be preserved by the PROVIDER for at least three (3) years from the date of the transaction to which they relate. The PROVIDER agrees that the records and documents referred to herein shall be available for audit, inspection and copy by the CITY and/or its auditors and agents, upon reasonable prior notice during the PROVIDER's regular business hours.

10. COPIES OF DATA/DOCUMENTS: Copies of original documents prepared by the PROVIDER in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

11. OWNERSHIP: The PROVIDER shall retain all rights, ownership, title and interest (including any applicable copyright and other intellectual property rights, or informational rights) in its data as may be provided, compiled, processed or generated in association with this Agreement. The CITY shall retain all rights, ownership, title and interest in the data/information provided to the PROVIDER under this Agreement. The PROVIDER or any party working with the PROVIDER or on its behalf shall not sell, provide, convey, or lease any data/confidential information generated, compiled, or provided by the CITY hereunder to any third party or entity unless authorized or required by law.

12. WRITTEN AUTHORIZATION REQUIRED: As provided for herein, the PROVIDER shall not make changes in the scope of services or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the PROVIDER's sole risk and without payment from the CITY.

13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the PROVIDER determines that the CITY has breached any of the provisions of this Agreement, it shall notify the CITY of the specific breach in writing, and the CITY shall have thirty (30) days to rectify the breach, except in the case of nonpayment, for which the CITY shall have five (5) business days (excluding holidays) after receiving written notice to rectify the breach. If the CITY does not or cannot rectify the breach, the PROVIDER may, at the end of such 30-day period (5 business days for nonpayment), without waiver of any of its other rights and remedies, terminate this Agreement effective upon giving of written notice to the CITY.

13.2 In addition to other provisions provided herein regarding termination for specific breaches, if the CITY determines that the PROVIDER has breached any of the provisions of this Agreement, it shall notify the PROVIDER of the specific breach in writing, and the PROVIDER shall have thirty (30) days to rectify the breach after receipt of the written notice from the CITY. If the PROVIDER cannot or does not rectify the breach, then the CITY may, at the end of such 30-day period, without waiver of any of its other rights and remedies, terminate this Agreement upon giving of written notice to the PROVIDER.

13.3 Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right and may elect to terminate this Agreement at any time after the third anniversary year of this Agreement upon 180 days notice to the PROVIDER. At such time, the PROVIDER would be compensated only for those services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 13.3.

13.4 Notwithstanding the foregoing, the parties acknowledge and agree that the CITY is a Florida municipal corporation and political subdivision of the State of Florida, and as such, this Agreement is 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 the PROVIDER of such occurrence and either the CITY or the PROVIDER may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than ten (10) days 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.

13.5 Immediately upon termination of this Agreement, each party shall promptly destroy or return to the other all data, programs, materials, and other properties of the other held by it in connection with the performance of this Agreement. Each party will assist the other party in effecting an orderly termination of this Agreement.

14. INSURANCE

14.1 The PROVIDER shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance set forth below. The PROVIDER shall not commence services until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the PROVIDER shall provide the CITY with renewal or replacement

evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

The PROVIDER shall maintain during the life of this Agreement standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

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

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

14.2 The insurance provided by the PROVIDER shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City Commission shall be excess of, and shall not contribute with, the insurance provided by the PROVIDER. Except as otherwise specified, no deductible or self-insured retention is permitted.

14.3 Compliance with these insurance requirements shall not limit the liability of the PROVIDER. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the PROVIDER) available to the CITY under this Agreement or otherwise.

14.4 Neither approval nor failure to disapprove insurance furnished by the PROVIDER shall relieve the PROVIDER from responsibility to provide insurance as required by this Agreement.

14.5 The PROVIDER's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another PROVIDER or contractor without the CITY incurring any liability to the PROVIDER.

15. WAIVER OF BREACH: The waiver of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

16. INDEMNITY:

16.1 The PROVIDER shall protect, defend, indemnify and hold the CITY and its employees and agents harmless from and against any claim, lawsuit, loss, liability, fine, penalty, interest, damage, settlement or judgment, including without limitation, attorneys' fees and other expenses, incurred in the defense of a claim arising out of or alleging that such claimant's loss or injury was caused, in whole or in part, by the negligent acts or negligent omissions of the PROVIDER, its employees, contractors or agents. In addition to and without limiting the foregoing in any way, the PROVIDER covenants and represents that it has acquired any and all applicable licenses, consents, releases and/or approvals in connection with the services hereunder. The PROVIDER shall protect, defend, indemnify and hold the CITY and its employees and agents harmless with respect to acquiring any such licenses, approvals, consents, releases and making their respective fees and payments and any claims relating to intellectual property infringement in connection with the services provided hereunder.

16.2 The parties hereto acknowledge the limited waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledge that such statute permits actions at law to recover damages in a tort action for monetary damages up to the limits set forth in such statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of a CITY employee acting within the scope of the employee's office or employment. The CITY agrees to be responsible for all such claims and damages, to the extent and limits provided in section 768.28, Florida Statutes, arising from the actions of City employees which arise out of or are related to this Agreement.

16.3 Each of the parties expressly acknowledge that the foregoing provisions in this section 16 shall not constitute: (a) an agreement by any party to indemnify the other party for the other party's negligence, intentional torts or wrongful acts; (b) a waiver of sovereign immunity by the City; (c) a waiver of any right or defense that each party may have; nor, (d) consent by either the party to be sued by third parties.

17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 This Agreement consists of the terms and conditions provided herein including Exhibit "A" and "B"; the RFP; and, the PROVIDER's proposal. To the extent that there exists a conflict between the terms and conditions of this Agreement including Exhibit "A" and "B" and the other documents, the terms and conditions of this Agreement shall prevail with the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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

for herein, any modification to this Agreement requires the approval of the CITY's Commission.

18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the PROVIDER. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the PROVIDER and not for the benefit or any other party. The PROVIDER shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

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

19. SUCCESSORS AND ASSIGNS: Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

20. WAIVER OF TRAIL BY JURY: 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.

21. GOVERNING LAW AND REMEDIES:

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

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

22. TIME IS OF THE ESSENCE; SERVICE LEVEL COMMITMENTS; LIQUIDATED DAMAGES; AND DELAY:

22.1 Time is of the essence in the completion of all and services as specified herein.

22.2 *Service Level Commitments*:

The CITY will typically transmit its data on a daily basis to the PROVIDER between 10:00 a.m. – 4:00 p.m. If data is received prior to 10:00 a.m., Level One will use commercially reasonable efforts to process the data, print and deliver the mailings to the designated United States Postal Service (USPS) location on the same day. If PROVIDER successfully receives the data transmitted by the CITY after 10:00 a.m. prior to 4:00 p.m. each business day, Level One will use commercially reasonable best efforts to process, print and deliver mail to the designated United States Postal Service (USPS) location adhering to the service level commitments as outlined in the following schedule:

Service Level Commitments

Receipt of Data	**Service Level**	
Prior to 10:00 a.m.	Target SLA	Same Day
Prior to 10:00 a.m.	Guaranteed SLC	Next Business Day
Prior to 10:00 a.m.	Late - Breach *	2 Business Days
Between 10:00 a.m. – 4:00 p.m.	Late - Breach *	3 Business Days

* The PROVIDER will be afforded a maximum of six (6) late cycles during each anniversary year of this Agreement without causing a breach of this Agreement and without the PROVIDER being assessed any liquidated damages. As used herein, a "**late cycle**" occurs when the PROVIDER does not process the data, print and deliver the mailings to the designated USPS location until the second business day for data received from the CITY after 10:00 a.m. but before 4:00 p.m. Upon and after the seventh late cycle in any anniversary year of this Agreement, the City may, without waiving any rights or other remedies, immediately terminate this Agreement for breach and/or assess liquidated damages as set forth below.

If at any time during the life of this Agreement, the PROVIDER breaches the Guaranteed SLC, the City may, without waiving any rights or other remedies, immediately terminate this Agreement for breach of the Guaranteed SLC and assess liquidated damages as set forth below. The PROVIDER "**breaches the Guaranteed SLC**" when the PROVIDER receives the data from the CITY prior to 10:00 a.m. but does not process the data, print and deliver the mailings to the designated USPS location until the second business day (or sometime thereafter) or when the PROVIDER receives the data from the CITY after 10:00 a.m. but before 4:00 p.m. but does not process the data, print and deliver the mailings to the designated USPS location until the third business day (or sometime thereafter).

All times set forth above are Eastern Standard Time.

The CITY's decision to assess liquidated damages as set forth herein is in its sole and absolute discretion.

22.3 ***Liquidated Damages*****: The CITY and PROVIDER recognize that the turnaround time for processing and mailing the utility bills is critical and time sensitive under this Agreement. The CITY will suffer financial loss if the PROVIDER fails to achieve the Guaranteed SLC as specified above in section 22.2 on a consistent basis. In such event, the total amount of the CITY's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Accordingly, upon and after the seventh late cycle during any anniversary year of this Agreement and/or upon the PROVIDER's breach of the Guaranteed SLC, the CITY shall be entitled to assess, as liquidated damages, but not as a penalty, $1000 (One Thousand Dollars) for each calendar day after the Guaranteed SLC until the CITY's data is processed, printed, and delivered to the designated USPS location by the PROVIDER. The PROVIDER expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the CITY's actual damages at the time of contracting if the PROVIDER fails to perform the services within the required timeframes.**

22.4 *Delays:* Neither party shall be in breach of this Agreement due to delay in its performance if such delay results directly from any cause not within its reasonable control, including, but not limited to fire, explosion, strike, freight embargo, act of God, act of the public enemy, war, civil disturbance, de jure or de facto, material or labor shortage, transportation contingencies, unusually severe weather, quarantine, epidemic, or catastrophe. Further, the PROVIDER shall not be assessed liquidated damages for delays in its performance if such delay is due directly to any cause not within its reasonable control, including but not limited to, fire, explosion, strike, freight embargo, act of God, act of the public enemy, war, civil disturbance, de jure or de facto, material or labor shortage, transportation contingencies, unusually severe weather, quarantine, epidemic, or catastrophe. Once the cause for delay has ended or is reasonably resolved, each party shall promptly resume its performance under this Agreement.

23. NOTICES: All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the PROVIDER have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the PROVIDER to the CITY shall be given to the CITY address as follows:

City of Lake Worth Utilities
414 Lake Ave
Lake Worth, FL 33460

With copy to:

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

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

Level One, LLC
Attn: John Parker Boland, President
3 Great Valley Parkway, Ste 100
Malvern, PA 19355-1478

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

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

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

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

28. PUBLIC ENTITY CRIMES: PROVIDER 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 PROVIDER, supplier or sub-PROVIDER/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 Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. PROVIDER will advise the CITY immediately if it becomes aware of any violation of this statute.

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

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

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

32. AVAILABILITY OF FUNDS: This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the CITY. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the CITY may terminate this Agreement upon no less than twenty-four (24) hours notice to PROVIDER. The CITY shall be the sole and final authority as to the availability of funds.

33. **PUBLIC RECORDS:** The PROVIDER shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

(a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.

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

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

(d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the PROVIDER upon termination of this Agreement and destroy any duplicate public records that are

exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

34. SURVIVABILITY: Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term or any renewal of this Agreement shall survive the expiration or termination of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ for
Glen J. Torcivia, City Attorney

PROVIDER: **LEVEL ONE, LLC.**

By: _____

Print Name: John P. Boland

Title: President

[Corporate Seal]

STATE OF PA)
COUNTY OF Chester)

The foregoing instrument was acknowledged before me this 6th day of January, ~~2013~~ 2014 by J. Boland, as President of Level One, LLC, a limited liability company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Drivers License (PA) as identification.

Notary Public

Christine Scanlon
Print Name: Christine Scanlon
My commission expires: 1.5.15

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Christine Scanlon, Notary Public
MARPLE TOWNSHIP, DELAWARE COUNTY
MY COMMISSION EXPIRES JAN. 05, 2015

CITY OF LAKE WORTH
7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 11, 2014 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION:** Offered by Father Paul Rasmus of St. Andrew's Episcopal Church

3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Andy Amoroso

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

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

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

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

8. **APPROVAL OF MINUTES:**

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

   A. Resolution No. xx-2014 - set the general election ballot

10. **PUBLIC HEARINGS:**

11. **UNFINISHED BUSINESS:**

12. **NEW BUSINESS:**

13. **LAKE WORTH ELECTRIC UTILITY:**

    A. PRESENTATION; (There is no public comment on Presentation items)

    1) Update on the electric utility system

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

C. PUBLIC HEARING:

D. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. March 4, 2014 draft Commission agenda

16. ADJOURNMENT:

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

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