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, MAY 06, 2014 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION:** Offered by Reverend Elie Louissaint of Salem Haitian Evangelical Lutheran Church

3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner John Szerdi

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

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

   A. Update provided by Representative Lori Berman

   B. Update provided by ROLOH (Residents of Lake Osborne Heights) Neighborhood Association

   C. Update provided by the Board of Trustees for Employees' Retirement System

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

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

8. **APPROVAL OF MINUTES:**

   A. City Commission Meeting - April 1, 2014
   B. City Commission Budget Work Session - April 8, 2014
   C. City Commission Meeting - April 15, 2014
   D. City Commission Special Meeting - April 22, 2014

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

   A. Resolution No. 20-2014 - authorize the City to reimburse itself for costs incurred for the City's Road and Utilities Master Plan

B. Resolution No. 21-2014 - amend the Fiscal Year 2014 Comprehensive Fee Schedule to revise parking fees at the Bryant Park Public Facility Boat Ramp

C. Resolution No. 22-2014 - submit an application to the Fiscal Year 2016 Small Matching Historic Preservation Grants Program

D. Resolution No. 23-2014 - support the County Metropolitan Planning Organization's effort to secure Transportation Investments Generating Economic Recovery (TIGER) grant funds

E. Resolution No. 24-2014 - submit an application to the Florida Inland Navigation District for grant funds to improve the Old Bridge Park Natural Area

F. Resolution No. 25-2014 - second amendment to the Fiscal Year 2014 budget

G. Voluntary Termination of License Agreement issued to Dale R. and Kathleen A. Hulen on property located at 509 Sunrise Court

H. Palm Beach County Easement Agreement to allow the installation of an irrigation pump for Lake Worth Road landscape improvements

I. Variance Agreement with Leonidas Colarte to allow brick pavers on a driveway and City right-of-way at 145 Vassar Drive

J. Reallocate Capital Improvement Plan funds for 10th Avenue South utility improvements project

K. Purchase two bulk waste refuse trucks from Nextran Truck Center

10. <u>PUBLIC HEARINGS:</u>

A. Ordinance No. 2014-12 - Second Reading and Public Hearing - amend Chronic Nuisance Property Code related to exemptions from chronic nuisance activities

B. Ordinance No. 2014-13 - Second Reading and Public Hearing - amend Chronic Nuisance Property Code related to special assessments

C. Ordinance No. 2014-14 - Second Reading and Public Hearing - amend Buildings and Structural Regulations

D. Ordinance No. 2014-15 - Second Reading and Public Hearing - amend definition of appraised value and clarify methods of sale

E. Ordinance No. 2014-16 - Second Reading and Public Hearing - amend the foreclosure registry program

11. <u>UNFINISHED BUSINESS:</u>

12. NEW BUSINESS:

A. All Aboard Florida by the Treasure Coast Regional Planning Council

B. Report from Internal Auditor and Proclamation recognizing May as Internal Audit Month

C. Resolution No. 26-2014 - amend the Fiscal Year 2014 Comprehensive Fee Schedule to include Code Compliance, Building, and Planning, Zoning, and Historic Preservation Divisions

D. Ordinance No. 2014-17 - First Reading - amend Use & Occupancy and revocation of business license requirements and schedule the public hearing date for May 20, 2014

E. Ordinance No. 2014-18 - First Reading - amend City park and recreational facility regulations and schedule the public hearing date for May 20, 2014

F. Construction Contract with Rosso Site Development, Inc. for 10th Avenue South Roadway Improvements Project

G. Construction Contract with B & B Underground Contractor's Inc. for 10th Avenue South Utility Improvements project

H. Construction Contract with B&B Underground Contractor's, Inc. for watermain improvements at 14 and 15 Avenues North and Crestwood Blvd.

13. LAKE WORTH ELECTRIC UTILITY:

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

1) Electric utility system timeline

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

C. PUBLIC HEARING:

D. NEW BUSINESS:

1) Contract with Service Electric Company for repair and maintenance of 138kV transmission line

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. May 20, 2014 draft Commission agenda

16. <u>ADJOURNMENT:</u>

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.

CITY OF LAKE WORTH

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

AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** City Clerk

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EXECUTIVE BRIEF

TITLE:
Residents of Lake Osborne Heights (ROLOH) Neighborhood Association update

SUMMARY:
Mr. Robert Waples, Residents of Lake Osborne Heights Neighborhood Association President, will advise the Commission on activities in the neighborhoods.

BACKGROUND AND JUSTIFICATION:
At the City Commission meeting on July 20, 2010, the City Commission requested that all neighborhood associations provide an update. The last update from the Residents of Lake Osborne Heights Neighborhood Association was on May 7, 2013.

MOTION:
Not applicable

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

CITY OF LAKE WORTH

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AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** City Clerk

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EXECUTIVE BRIEF

TITLE:
Board of Trustees for Employees' Retirement System update

SUMMARY:
Ms. Karla White will update the Commission on activities that have taken place over the past several months.

BACKGROUND AND JUSTIFICATION:
The Board members shall administer, manage and be responsible for the proper operation of the Employees' Retirement System. The last update from the Employees' Retirement System was on August 20, 2013.

MOTION:
Not applicable

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
APRIL 1, 2014 – 6:00 PM

The meeting was called to order by Mayor Triolo on the above date at 6:02 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 and Commissioners Christopher McVoy, Andy Amoroso, and John Szerdi. Vice Mayor Scott Maxwell was absent. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

2. INVOCATION:

The invocation was offered by Dr. Tommy Wood of First Baptist Church of Lake Worth.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner John Szerdi.

4. AGENDA - Additions/Deletions/Reordering:

Action: Motion made by Commissioner McVoy and seconded by Commissioner Szerdi to waive the rules to:

- Delete New Business, Item C; and
- Approve the agenda as amended.

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

5. PRESENTATIONS:

A. Proclamation declaring April 1, 2014 as Lake Worth High School Ethics Team Recognition Day

Mayor Triolo read a proclamation declaring April 1, 2014, as Lake Worth High School Ethics Team Recognition Day.

B. Proclamation declaring April 6-12, 2014 as National Volunteer Week

Mayor Triolo read a proclamation declaring April 6-12, 2014 as National Volunteer Week.

C. Proclamation declaring May 2014 as Foster Care Month

Mayor Triolo read a proclamation declaring May 2014 as Foster Care Month.

D. Update provided by Eden Place Neighborhood Association

Mark Pickering, President, provided information about the Eden Place Neighborhood Association's establishment, their boundaries, and acknowledged the President of the Neighborhood Association Presidents' Council for helping them get reestablished. He announced that the association received grant money for banners and invited the Commission to attend their April 21, 2014, meeting.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner McVoy: said he was inspired to be a part of the March 30, 2014, PrideFest parade and event and was grateful to the organizers for all of their work. He announced that 12 dioceses organized a Stations of the Cross event in support of immigration reform on March 29, 2014.

Commissioner Szerdi: thanked all of the City's volunteers for the time they donate; announced his attendance at a Treasure Coast Regional Planning Council meeting, said the members discussed All-Aboard Florida, and advised that he would ask them to make an All-Aboard Florida presentation to the Commission. He announced an Easter Egg Hunt at South Palm Park on April 19, 2014, and Reggae Festival on April 11, 2014, at Bryant Park. He said the Neighborhood Association Presidents' Council was gearing up and working on the July 4th Raft Race event.

Commissioner Amoroso: announced his attendance at the Downtown Jewel Neighborhood Association's Flolfing Tournament, Marriage of Equality in support of legalizing gay marriages in Florida, and PrideFest events. He announced an Easter Egg Hunt at South Palm Park on April 19, 2014, and Easter Egg Hunt at Bryant Park hosted by the City Recreation Board.

Mayor Triolo: said PrideFest was amazing, thanked the Mayor of West Palm Beach for attending, and thanked the volunteers who worked on the event; announced her attendance at the Police/Employees Pension Board meetings and said the Finance Director was appointed vice chairperson; said she would provide an update to the Commission on pension board activities; announced her attendance at a Joint Sister City meeting with elected officials and staff from the Town of Mangonia Park and Cities of Riviera Beach, West Palm Beach, and Lake Worth to discuss regional issues to pool information; and announced her attendance at a Stakeholder's meeting with Park of Commerce property owners on March 27, 2014, and said staff's information was well received. She announced a Peeps Show event would be coming soon.

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

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

Mayor Triolo read the comment written by Suzanne Squire. Ms. Squire wrote that [the Commission] did not know what she wanted [and] if [they] did not [then the Commission should] ask. [She wrote to] please ask her. Do not tell her what she [would] "get." It assumed [that] she was stupid and it assumed [the Commission] was impolite.

Mayor Trolo read the comment written by AnnaMaria Windich-Hunt. Ms. Windich-Hunt wrote that [the] Lake Worth Recreation Committee was having a fundraiser at the E.R. Bradley Restaurant on April 10, 2014, from 7:00 – 9:00 PM. Mel and Vinney, Kat Mahoney, and Alan Anapu would be performing. The tickets cost $10.00 and the restaurant and bar [were] opened and available. Raffle prizes [included a] cruise for two valued at $450 and a Lake Worth experience valued at $500.

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

Frank Campo said he received a parking ticket while attending the Green Market at the beach. He said he was shocked to receive the ticket and never was ticketed in Lake Worth. He commented that he received the City's form to dispute the ticket; however, the form stated that he could be responsible for court cost if the ticket was challenged. He said he paid the ticket rather than incur the court costs and asked the City to look into the court cost issue.

Request/comment summary:

1. Commissioner McVoy suggested information on the proposed Lake Worth 2020 projects be added to the website so that the public could offer their input and ideas.

8. APPROVAL OF MINUTES:

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

A. City Commission Meeting – March 18, 2014

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

9. CONSENT AGENDA:

There were no Consent Agenda items on the agenda.

10. PUBLIC HEARINGS:

There were no Public Hearings items on the agenda.

11. UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

A. Ordinance No. 2014-10 – First Reading – amend beach parking regulations and schedule the public hearing date for April 15, 2014

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-10 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7, BEACHES, PARKS AND RECREATION; ARTICLE II, BEACH PARKING; SECTIONS 7-17 AND 7-21, TO REVISE SAID SECTIONS TO ALLOW FOR THE ISSUANCE OF SEASONAL RESIDENT PARKING DECALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve Ordinance No. 2014-10 on first reading and schedule the public hearing date for April 15, 2014.

Juan Ruiz, Leisure Services Director, explained that the ordinance would allow seasonal residents to purchase beach parking decals as directed by the City Commission on March 18, 2014. The fee for seasonal residents, as directed by the City Commission, would be scheduled on April 15, 2014.

Request/comment summary:

1. Commissioner McVoy requested the ordinance be amended to allow for a one-year trial period and to track statistics on residents versus seasonal parking usage to determine if the ordinance needed to be amended.

2. Mr. Ruiz suggested not amending the ordinance and allow staff time to track usage and bring the information back to the Commission. He said the ordinance could be amended at any time.

3. Commissioner McVoy suggested a different looking parking decal for resident and seasonal so that staff would know, at a glance, who was using the parking lot.

4. Commissioner Amoroso commented that the City would allow two motorcycles or scooters to park in one decal parking space.

Mayor Triolo announced that it was time for public comment.

Loretta Sharpe suggested the City track tenant usage and supported increasing the decal parking fee to $100 for residents, tenants, and seasonal.

Peter Timm said the County dictated the number of parking decal spaces and did not understand why County residents would be allowed to purchase a parking decal for $100.

Laurie Witkin commented that the beach was the best reason to live in Lake Worth. She said she understood the need for the beach to make money; however, she did not support allowing seasonal residents to purchase decals. She said she had a concern with having enough parking spaces for full-time residents and she suggested year round residents be given a priority to find a parking space. She said she supported having different decals to differentiate between year round residents versus seasonal residents.

Greg Rice commented that the community said they wanted to be inclusive of all of its residents during PrideFest, but now the publics' comments were separating year round residents from seasonal residents. He said a property owner had a vested right in the City, but Canada did not allow its residents to stay in the United States year round. He supported being an inclusive community.

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

B. Ordinance No. 2014-11 – First Reading – amend Bryant Park boat ramp parking and schedule the public hearing date for April 15, 2014

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-11 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7, BEACHES, PARKS AND RECREATION; ARTICLE V, "BOAT RAMP PARKING"; SECTION 7-54, "BOAT RAMP PARKING" TO ALLOW FOR THE LEISURE SERVICES DIRECTOR TO PROMULGATE RULES AND PROCEDURES REGARDING BOAT RAMP

PARKING PERMITS; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action Motion made by Commissioner Szerdi and seconded by Commissioner McVoy to approve Ordinance No. 2014-11 on first reading and schedule the public hearing date for April 15, 2014.

Juan Ruiz, Leisure Services Director, explained that the ordinance would allow Palm Beach County residents to purchase an annual Bryant Park boat ramp parking decal. He said a resolution establishing the fee would be scheduled on April 15, 2014.

Request/comment summary:

1. Commissioner Amoroso suggested event vendors be allowed to park their trailers at the boat ramp.

2. Commissioner Szerdi suggested information on regularly scheduled boat ramp parking closures be added to the website.

Mayor Triolo announced that it was time for public comment.

Peter Timm said he remembered when there was not enough parking for boat trailers and asked if the County was telling the City how much to charge. He said he did not support allowing nonresidents to purchase an annual boat ramp parking decal.

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

C. (deleted) Agreement with Alcalde & Fay, LTD for federal government relations and comprehensive grant services

D. Agreement with Siemens Industry, Inc. for audit and energy performance contracting services

City Manager Bornstein explained that the agreement would allow for the development of energy conservation measures to provide guaranteed savings to fund the energy savings improvements. He said Siemens Industry would audit the City's facilities in order to determine what energy conservation measures (ECM) could be installed to provide energy savings to the City. The audit would include reviewing current and future energy consumption, projected savings, maintenance costs, simple payback, life cycle costs, analysis methods, and calculations. Once the audit was completed, he said Siemens Industry would submit the audit to the City for review. If the audit was accepted by the City, the City would be obligated to enter into an energy performance contract with Siemens Industry and/or pay the $148,500 audit fee.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve an agreement with Siemens Industry, Inc.

Request/comment summary:

1. Commissioner McVoy suggested the agreement be amended to change the Scope of Energy Audit Section A *Collect General Facilities(s) Information* from 24-36 months to 48 months and Section C *Establish Base Year Consumption and Reconcile with End Use Consumption Estimates* from 24 months to 48 months.

2. Hector Samario, Siemens Industry representative, agreed to the changes. He said the report and presentation to the City would be available in 120 days.

3. Mayor Triolo and the Commission agreed to the suggested changes to the Siemens Industry agreement as proposed by Commissioner McVoy.

Mayor Triolo announced that it was time for public comment.

Peter Timm said the City did the same thing a few years ago for City facilities only. He commented that the City could not afford to pay for the audit.

Mayor Triolo read the comment written by Suzanne Squire. Ms. Squire wrote asking if Siemens Industry would hire Lake Worth or Palm Beach County residents and if not, then [she wrote asking if] the City would pay for their out of area travel to audit the City. [She wrote asking] if Energize Lake Worth was the same thing being requested and the City paid $199,000 for the same service. [She wrote asking the Commission] not to waste taxpayer money.

Loretta Sharpe said she used 540,000 gallons of water last month, after having the problem checked by a private company, she said she was told that she had a leak under her house.

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

Mayor Triolo recessed the meeting at 7:43 PM and reconvened at 7:58 PM.

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.

D. NEW BUSINESS:

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

Donna Ryan-Ruiz, Customer Service Manager, explained that the agreement would authorize Level One, LLC to process, print and mail the City's utility bills and associated documents. The annual projected cost was $200,000. She advised that Level One could provide the service, including postage costs for $0.46 per bill. She said the City currently processed and printed utility bills and other mailing inserts in-house. She commented that the City's equipment was antiquated and inefficient, the process was labor intensive, and the cost was not effective. She said the contract with Level One would reduce the City's costs and provide better communication to the citizens of Lake Worth. She commented that the utility bill would be redesigned to make it easier for the customer to understand.

Request/comment summary:

1. Commissioner Amoroso suggested charging for advertisement inserts in the utility bills.

2. Commissioner McVoy suggested including a 24-month usage comparison instead of 12-month and kilowatt hour and gallon usage information.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve the agreement with Level One, LLC.

Mayor Triolo announced that it was time for public comment.

Peter Timm commented that the City currently sent its bills to Tampa and now would be sending them to Pennsylvania. He said no company worked at a loss, and they would want to make a profit. He commented that he was not sure if this agreement was a good or bad deal.

Loretta Sharpe said she disagreed with Mr. Timm's comments, the agreement would be a cost savings, Level One could print the City's newsletter, and asked the Commission to vote "yes."

Request/comment summary:

3. Mayor Triolo requested information on how much it currently cost the City per bill.

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

2) Contractor Agreement with Industrial Maintenance Group, Inc. for replacement of protective coatings

Dave Mulvey, Power Plant Manager, explained that the agreement provided for water blasting and spray coatings on containment areas at the Power Plant. He advised that the Electric Utilities Advisory Board reviewed and recommended approval of the agreement with Industrial Maintenance Group, Inc. on March 19, 2014.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Szerdi to approve an agreement with Industrial Maintenance Group, Inc. for $199,250; and approve the transfer of funds from the Electric Utilities Machinery & Equipment account to Capital Improvement Program Containment Area Coatings account.

Mayor Triolo announced that it was time for public comment.

Peter Timm said he was concerned that the company was guaranteeing the work for seven or eight years while other companies were only offering a two year guarantee.

Peggy Fisher advised that the Electric Utilities Advisory Board members saw the coating; however, she said she was concerned that the Board was being used because the members did not review the bids and did not recommend approval of the agreement as stated in the staff report.

Loretta Sharpe commented that the company was guaranteeing its product for ten years and the amount was $200,000 compared to over $400,000 spent for a contract six years ago.

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

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia reported that he just received a Notice of Voluntary

Dismissal in the case of Laurel Decker versus City of Lake Worth regarding building height restrictions. He said Ms. Decker voluntarily dismissed the lawsuit.

15. CITY MANAGER'S REPORT

A. April 15, 2014 – draft Commission agenda

City Manager Bornstein did not provide a report.

16. ADJOURNMENT:

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to adjourn the meeting at 8:32 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: May 6, 2014

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

MINUTES
CITY OF LAKE WORTH
CITY COMMISSION
BUDGET WORK SESSION NO. 1
APRIL 8, 2014 – 6:00 PM

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

1. ROLL CALL:

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

2. Pledge of Allegiance:

The pledge of allegiance was led by Commissioner Andy Amoroso.

3. UPDATES/FUTURE ACTION/DIRECTION:

A. Discuss the Fiscal Year 2015 draft City budget and strategy session

City Manager Bornstein announced that this was the first budget work session and said the resident survey was released; staff was currently working on their budget requests, including pension discussions and union negotiations; announced a Request For Proposal was released for a salary and job description survey; said staff was currently working on the Capital Improvement Plan; announced that the Finance Advisory Board held a work session and there was discussion on the members' purpose and being active in the Lake Worth 2020 bond improvements; and said staff was waiting for information on the State Shared Revenues. He announced the next budget work session was on May 13, 2014.

He explained in detail the budget calendar dates, controllability of cost versus uncontrollable cost from Fiscal Years 2011 through amended 2014, the General Fund revenues versus expenditures from Fiscal Years 2004 through the projected 2014, and the expenditures and revenues in Fiscal Year 2014 compared to Fiscal Year 2013's amended budget.

Lengthy discussion ensued regarding continued use of reserve funds.

Request/comment summary:

1. Commissioner Szerdi requested information on one-time big expenses.

2. Commissioner McVoy requested an overall budget graph covering Fiscal Years 2004 through the projected 2014.

3. Commissioner McVoy requested information on the revenue/expenditure balances for Fiscal Years 2004 through the projected 2014.

4. Mayor Triolo requested an update from the City Attorney on pending litigations and resolved litigations.

5. Commissioner Amoroso requested information on grants and the City's readiness to budget for disasters or hurricanes.

6. Commissioner Amoroso requested the line items be named the same throughout the budget document.

7. Mayor Triolo requested information on money used and money still committed in the Capital Improvement Funds.

8. Commissioner McVoy requested information on predicted pension costs for the next five years.

9. Commissioner McVoy requested the dollar amount in graphs begin at zero.

B. Lake Worth 2020 discussion

City Manager Bornstein recapped that the Commission were uniform in their decision to support the 5 Year Base Plan, which included the Park of Commerce Phases 1 and 2 and resurface roads with a Pavement Condition Index (PCI) 56-83 rating. He said tonight there would be discussion on funding options to replace two inch steel water lines, provide neighborhood enhancements, and the dollar amount for a General Obligation Bond (GOB).

He explained that the 5 Year Base Plan would require a total GOB issuance of $60.2 million less the current reserves and Economic Development Administration Grant of $40,507,847 and less the mill and resurface PCI 56-83 of $11,487,000 would result in a total net available funding of $8,205,153.

Larry Johnson, Water Utilities Director, explained the need to replace the two inch steel water lines in alleys at an estimated cost of $7.2 million, easements at an estimated cost of $5.3 million, and roads at an estimated cost of $1.5 million. He said the total estimated cost was $14 million, and the improvements would affect 2,171 properties.

Lengthy discussion ensued regarding the need for the replacement, money available in the Water Fund, using the $8.2 million net available funding from a GOB, upgrading to radio-read meters, and an increase in water pressure which could cause damage to private property owners' old piping.

Mr. Johnson discussed the following funding options to replace all two inch

water lines:

General Obligation Bond (GOB)

1. Zero use of GOB funding with the improvements paid through a water system would result in a net unassigned GOB fund of $8.2 million, required a $14 million Revenue Bond to be issued and paid through a $6 per month increased water rate;

2. 50% of the project funded by a GOB would result in a bond totally $60.2 million, resulted in a net unassigned fund of $1.2 million, a $7 million Revenue Bond would need to be issued and paid through a $3 per month increased water rate; or

3. 100% of the project funded by a GOB would result in a bond totally $66 million, resulted in a net unassigned fund of zero, no Revenue Bond would be issued, and no increase in water rates.

Special Assessment on affected properties to pay for a Revenue Bond:

1. Alleys had an estimated cost per property of $5,000 which represented a monthly increase of $25 for 20 years;

2. Easements had an estimated cost per property of $7,500 which represented a monthly increase of $35 for 20 years; and

3. Roads had an estimated cost per property of $15,000 which represented a monthly increase of $55 for 20 years.

Commissioner Amoroso left the meeting at 7:15 PM.

Discussion ensued regarding which portion of the Lake Worth 2020 projects did not need to be funded by a GOB.

Commissioner Amoroso returned to the meeting at 7:18 PM.

Request/comment summary:

1. Commissioner Szerdi commented that he supported funding the water pipe replacement project using special assessments on the affected properties to pay for a Revenue Bond.

2. City Manager Bornstein commented that if a GOB was voted down by the voters, the City would have to fund the water replacement project through a special assessment or increased water rates.

Discussion ensued regarding using a GOB instead of the Utility Fund to pay for another $12 million in other water improvements.

Mayor Triolo recessed the meeting at 7:35 PM and reconvened at 7:52 PM.

Neighborhood Enhancements

Jamie Brown, Public Services Director, explained the neighborhood enhancements included traffic calming, street lighting, hardscape features, landscape islands/bulb outs, and neighborhood entryway features. He said the total estimated cost over a five-year period was $3.2 million.

Request/comment summary:

1. Commissioner McVoy commented that he supported adding the neighborhood enhancement costs to the GOB.

2. Mayor Triolo and Commissioner Amoroso said they supported adding neighborhood enhancements related to safety such as traffic calming, sidewalks, and street lighting to the GOB rather than the hardscape features and landscape islands/bulb costs.

3. Commissioner Szerdi requested information on expanding the street lighting foot-candle.

City Manager Bornstein recapped the below financial options for the 5 Year Base Plan plus road resurfacing, two inch steel water line replacement, and neighborhood enhancements:

General Obligation Bond

- Issuance of a $60.2 million bond with zero GOB funding for the two inch water lines would result in a net unassigned GOB fund of $5,005,153;

- Issuance of a $62.2 million bond with $7 million (50%) of the two inch water lines funded by a GOB would result in a net unassigned GOB fund of $5,153; or

- Issuance of a $69.2 million bond with $14 million (100%) of the two inch water lines funded by a GOB would result in a net unassigned GOB fund of $5,153.

Request/comment summary:

1. All of the Commission requested information on the water rates before they were lowered and the rates over the past several years.

<u>Consensus:</u> To support the 5 Year Base Plan plus road resurfacing and neighborhood enhancements at a General Obligation Bond amount of $60,200,000 which would result in a net unassigned funding of $5,005,153. Additionally, to support the $14 million two inch steel water lines replacement with the

issuance of a Revenue Bond with payment of the debt through an increased water rate.

City Manager Bornstein explained the cumulative millage requirement, assuming a 4% property value growth, resulted in a 1.80 millage increase for Bond 1 (years 1-2), Bond 2 (years 3-4) resulted in a millage rate of 2.51, and Bond 3 (year 5) resulted in a millage rate of 3.33.

Request/comment summary:

2. Commissioner McVoy requested someone look into all of the proposed projects to make sure the City would be in compliance with the Four-County Southeast Florida Climate Compact's suggestions.

4. ADJOURNMENT:

Consensus: To adjourn the meeting at 8:35 PM.

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: May 6, 2014

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

MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
APRIL 15, 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 Pastor Petri Kosenen of All Nations Church.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Christopher McVoy.

4. AGENDA - Additions/Deletions/Reordering:

Action: Motion made by Commissioner McVoy and seconded by Commissioner Szerdi to waive the rules to:

- Reorder Consent Agenda, Item B to New Business as Item J;
- Reorder New Business, Item I to New Business as Item A;
- Reorder New Business Items A-H to B-I; 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 April 2014 as National Autism Month

Mayor Triolo read a proclamation declaring April 2014 as Autism Awareness Month.

B. Update provided by the Royal Poinciana Neighborhood Association

Sarah Park, representing the neighborhood association, provided an update on the Royal Poinciana Neighborhood Association's activities.

C. Breaking the Cycle of Gang Recruitment video

Rebecca Hinson, South Grade Elementary School, explained that the Breaking the Cycle of Gang Recruitment video was a Palm Beach Sheriff Office at-risk program for a selected group of South Grade Elementary School fifth graders. She thanked the Palm Beach Sheriff Deputies for their work in gang prevention.

D. Recommendation by the Tree Board to replace a tree in the Cultural Plaza

Richard Stowe, Chairperson, said that on November 20, 2013, the City Tree Board members unanimously recommended the Ficus Tree, which was removed from the south side of the Cultural Plaza on December 27, 2012, be replaced with a Green Buttonwood.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner Szerdi: announced the August 19, 2014, Easter Egg Hunt Parade would begin at the Gulfstream Hotel; said he attended the Neighborhood Association Presidents' Council meeting and that the members were getting organized for the July 4th Raft Race; commented that The Cottage Group members were meeting regularly and working on a coffee table book; and said he attended the Treasure Coast Regional Planning Council meeting and there was discussion about intermodal transportation.

Commissioner Amoroso: announced the need for more volunteers to work during the Easter Egg Hunt event on April 19, 2014; announced both Earth Day and dedication of the KaBOOM! Playground equipment were on April 26, 2014; and said the Derby Day event was coming up soon.

Commissioner McVoy: announced his attendance at the American Legion Post dinner to honor World War II and Korean War veterans on April 13, 2014; announced that he would be participating on a climate change and sea level rise panel as part of Earth Day on April 19-20, 2014; and said a report was released about worldwide governments not doing enough to stop the risk of climate change and sea level rise, the report stated that an intensive push was needed over the next 50 years, and that governments needed to put their energy towards renewable energy and less on fossil fuel. He said he would look at the improvements being proposed in the Lake Worth 2020 projects to be conscience of making changes to climate control and sea level rise.

Vice Mayor Maxwell: asked when staff would be presenting their Code Enforcement education program to neighborhood associations.

Mayor Triolo: said she would be attending a Metropolitan Planning Organization meeting next week and that there would be discussion about the railroad crossing quiet zone, thanked everyone who volunteered to work on the Easter Egg Hunt and helping with children, announced that two properties were demolished at a cost of $7,000 each, the cost was paid with Neighborhood Stabilization Program 2 funds, and the demolition was part of the City's program to remove derelict properties.

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

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

Teresa Wallis said she had a dispute with the Utilities Department because she received a bill with a payable due date of April 21, 2014; however, on April 8, 2014, her water was turned off. She said she always paid her bills on time and asked why her water was turned off.

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Wes Blackman, Loretta Sharpe, and Teresa Miller.

8. APPROVAL OF MINUTES:

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

A. City Commission Special Meeting – March 25, 2014
B. City Commission Meeting – April 1, 2014

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

9. CONSENT AGENDA:

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

A. Resolution No. 15-2014 – support the regulation of recovery residents or sober houses

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

RESOLUTION NO. 15-2014 OF THE CITY OF LAKE WORTH, FLORIDA, URGING THE FLORIDA LEGISLATURE TO ADOPT AND GOVERNOR RICK SCOTT TO SUPPORT LEGISLATIVE CHANGES PROVIDING FOR THE REGULATION OF RECOVERY RESIDENCES OR "SOBER

HOUSES" IN THE FORM OF STATEWIDE LICENSING AND REGISTRATION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. (Reordered to New Business as Item J) Resolution No. 16-2014 – support the County Metropolitan Planning Organization's effort to secure Transportation Investments Generating Economic Recovery (TIGER) grant funds

C. Resolution No. 17-2014 – amendment number 1 to the Fiscal Year 2013-2014 State Aid to Libraries Grant agreement

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

RESOLUTION NO. 17-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AND AUTHORIZING AMENDMENT NUMBER 1 TO THE FISCAL YEAR 2013-2014 STATE AID TO LIBRARIES GRANT PROGRAM AGREEMENT 14-ST-60 BETWEEN THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES AND THE CITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

D. Resolution No. 18-2014 – submit grant application to the County Metropolitan Planning Organization for the 2014 Cycle Transportation Alternatives grant program

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

RESOLUTION NO. 18-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION FOR GRANT FUNDS IN THE AMOUNT OF UP TO $750,000 UNDER THE 2014 CYCLE OF THE TRANSPORTATION ALTERNATIVES GRANT PROGRAM FOR IMPROVEMENTS TO THE TRAFFIC CIRCLE AT "A" STREET AND LAKE AND LUCERNE AVENUES FOR IMPROVED SAFETY AND ACCESSIBILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

E. Authorize use of $1,375 in Law Enforcement Trust Fund for the County PAL to use for the Lake Worth Safety Patrol picnic

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

10. PUBLIC HEARINGS:

A. Ordinance No. 2014-10 – Second Reading and Public Hearing – amend beach parking regulations

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-10 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7, BEACHES, PARKS AND RECREATION; ARTICLE II, BEACH PARKING; SECTIONS 7-17 AND 7-21, TO REVISE SAID SECTIONS TO ALLOW FOR THE ISSUANCE OF SEASONAL RESIDENT PARKING DECALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Ordinance No. 2014-10 on second reading.

Request/comment summary:

1. Commissioner Amoroso commented that staff would be instructed to allow more than one motorcycle or scooter to park in each decal parking space and motorcycle/scooter decals would be smaller in size than vehicles.

Mayor Triolo announced that it was time for public comment.

Catherine McCarthy said she did not receive a homestead exemption on her property, had purchased beach decals for the past three years, was told she could not purchase a decal this year, and 50 decal parking spaces was not a lot of spaces.

Loretta Sharpe said she supported the ordinance; asked if staff knew how long tenants lived in the City after they purchased a beach parking decal; and asked what happened when tenants moved away from the City, but still had a decal on their vehicle.

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

B. Ordinance No. 2014-11 – Second Reading and Public Hearing – amend Bryant Park boat ramp parking

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-11 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7, BEACHES, PARKS AND RECREATION; ARTICLE V, “BOAT RAMP PARKING”; SECTION 7-54, “BOAT RAMP PARKING” TO ALLOW FOR THE LEISURE SERVICES DIRECTOR TO PROMULGATE RULES AND PROCEDURES REGARDING BOAT RAMP PARKING PERMITS; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Ordinance No. 2014-11 on second reading.

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

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

11. UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

A. (Reordered from New Business, Item I to New Business as Item A) Agreement with Alcalde & Fay, LTD for federal government relations and comprehensive grant services

Attorney L.A. "Skip" Bafalis announced Alcalde & Fay's local government clients and said the firm was bi-partisan.

Attorney Jim Davenport said Alcalde & Fay would meet with each of the elected officials and staff in order to develop a comprehensive plan for seeking federal grant funding. He explained the services they would offer to help the City pursue federal grants.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve an agreement with Alcalde & Fay, LTD for federal government relations and comprehensive grant services.

Mayor Triolo announced that it was time for public comment.

Loretta Sharpe said she would be proud of the elected officials if they hired Alcalde & Fay because they could arrange meetings between the Commission and various managers in Washington, DC.

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

Mayor Triolo recessed the meeting at 7:44 PM and reconvened at 8:02 PM.

B. (formerly New Business, Item A) Resolution No. 19-2014 – amend the Fiscal Year 2014 Comprehensive Fee Schedule to include several beach and boat ramp parking, pool, and ballroom fees

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

RESOLUTION NO. 19-2014 OF THE CITY OF LAKE WORTH, FLORIDA, ESTABLISHING FEES FOR THE ANNUAL BOAT TRAILER PARKING PERMITS AND BEACH PARKING DECALS AND UPDATING THE FEES FOR THE LAKE WORTH POOL AND CASINO BALLROOM; AMENDING RESOLUTION NOS. 41-2013, 61-2013, 68-2013, 05-2014 AND 09-2014; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Juan Ruiz, Leisure Services Director, explained that the resolution provided for the establishment of an annual boat trailer parking permit fee for County residents and commercial parking at the Bryant Park Boat Ramp, updated the Lake Worth pool fee schedule, provided for year round and seasonal resident beach parking decal fees, and updated the Casino Ballroom fees.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Resolution No. 19-2014.

Mayor Triolo announced that it was time for public comment.

Mayor Triolo read the comment written by Steve Sprague. Mr. Sprague wrote that he was co-owner of Tuppens Marine & Tackle [that was] in Lake Worth since 1956. [He wrote that Tuppens] strongly felt that it was important for boaters of Lake Worth to be able to use the City boat ramp without the daily fees. Boating was a good healthy family activity and Lake Worth had no in/out storage facility or any docks available. Therefore, use of the boat ramp was very important. Tuppens Marine & Tackle employed 29 people, and [they] worked hard to promote the City and its waterfront. Boaters were good for [the City's] economy. A small annual permit [fee] for residents and businesses would be acceptable. [He wrote asking to] please keep them in mind when deciding the future of boaters in Lake Worth.

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

C. (formerly New Business, Item B) Ordinance No. 2014-12 – First Reading – amend Chronic Nuisance Property Code related to exemptions from chronic nuisance activities and schedule the public hearing date for May 6, 2014

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-12 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE XIX "CHRONIC NUISANCE PROPERTY CODE", DIVISION 1 "CHRONIC NUISANCE SERVICES", SECTION 2-201 "PATTERN OF NUISANCE ACTIVITY", TO MODIFY THE EXEMPTIONS OF NUISANCE ACTIVITY; AMENDING SECTION 2-208, "METHOD OF NOTICE; CONSTRUCTION", TO MODIFY

THE NOTICE REQUIREMENTS; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve Ordinance No. 2014-12 on first reading and schedule the public hearing date for May 6, 2014.

William Waters, Community Sustainability Director, explained that the ordinance provided for additional triggering calls for service, shared responsibilities between the City Attorney's Office and Code Compliance Division, clarified the 12-month jurisdiction of the special magistrate over a property, changed the types of abatement activity to be considered in an action plan, automatically scheduled a hearing as part of a notice of violation, clarified how costs were determined and assessed, and removed the delinquent payment process.

Mayor Triolo announced that it was time for public comment.

Loretta Sharpe said there had been problems with a building owner for over 25 years, violations were still going on because the building owner could not make any money on their tenants, they had a dumpster along Federal Highway, and asked the City to remove the dumpster.

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

D. (formerly New Business, Item C) Ordinance No. 2014-13 – First Reading – amend Chronic Nuisance Property Code related to special assessments and schedule the public hearing date for May 6, 2014

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-13 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE XIX "CHRONIC NUISANCE PROPERTY CODE", DIVISION 2 "LEVY AND COLLECTION OF NON-AD VALOREM ASSESSMENTS", SECTION 2-221 "UNPAID CHRONIC NUISANCE SERVICE COSTS; NON-AD VALOREM ASSESSMENT" TO DEFINE THE TERM "CHRONIC NUISANCE SERVICES COSTS"; PROVIDING LEGAL AUTHORITY FOR THE LEVY AND COLLECTION OF ABATEMENT SERVICES AS SPECIAL ASSESSMENTS; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2014-13 on first reading and schedule the public hearing date for May 6, 2014.

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

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

E. (formerly New Business, Item D) Ordinance No. 2014-14 – First Reading – amend Buildings and Structural Regulations and schedule the public hearing date for May 6, 2014

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-14 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 9 "BUILDINGS AND STRUCTURAL REGULATIONS", ARTICLE I "IN GENERAL", SUBSECTION 9-2.2(G) TO CLARIFY THE TIMELINE FOR A REQUEST FOR HEARING; AMENDING SUBSECTION 9-2.2(H) TO CLARIFY THE REQUIRED INFORMATION IN A NOTICE OF VIOLATION; AMENDING SUBSECTION 9-2.2(I) TO ALLOW FOR DIFFERENT FORMS OF NOTICE TO RUN CONCURRENTLY AND TO INCLUDE A TIME LIMITATION ON THE RECEIPT OF CERTIFIED MAIL; AMENDING SUBSECTION 9-2.2(P) TO PROVIDE FOR THE MAILING OF THE INVOICE OF COSTS BY REGULAR MAIL; AMENDING SUBSECTION 9-2.2(Q) TO CLARIFY THE SPECIAL ASSESSMENT PROCESS; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2014-14 on first reading and schedule the public hearing date for May 6, 2014.

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

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

F. (formerly New Business, Item E) Ordinance No. 2014-15 – First Reading – amend definition of appraised value and clarify methods of sale and schedule the public hearing date for May 6, 2014

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-15 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 1 GENERAL, SECTION 2-1 "SALE OF CITY OWNED PROPERTY" TO AMEND THE DEFINITION OF APPRAISED VALUE AND CLARIFY THE METHODS OF SALE; PROVIDING FOR

SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Ordinance No. 2014-15 on first reading and schedule the public hearing date for May 6, 2014.

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

William Waters, Community Sustainability Director, explained that the ordinance amended the definition of appraised value and provided clarification regarding the methods of sale of City surplus real property.

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

G. (formerly New Business, Item F) Ordinance No. 2014-16 – First Reading – amend the foreclosure registry program and schedule the public hearing date for May 6, 2014

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-16 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE VII "ABATEMENT OF NUISANCE, SECTION 2-75.11 "FORECLOSURE REGISTRATION PROGRAM" TO REQUIRE THE REGISTRATION OF VACANT AND UNIMPROVED PROPERTIES NOT IN FORECLOSURE; TO AMEND AND ADD DEFINITIONS; TO PROVIDE THAT THE FEE FOR REGISTRATION SHALL BE ADOPTED BY RESOLUTION; TO ALLOW BOARDING UP OF VACANT PROPERTIES AS A MEANS OF SECURITY; AND FOR OTHER PURPOSES; 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. 2014-16 on first reading and schedule the public hearing date for May 6, 2014.

William Waters, Community Sustainability Director, explained that the ordinance would require vacant and unimproved properties, not in foreclosure, to be registered; amended and added definitions; and allowed for the boarding up of properties as a means of security.

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

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

H. (formerly New Business, Item G) Contract and agreement with two companies to construct Potable Well 16 located at 1900 2nd Avenue North

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve a contract with Florida Design Drilling Corp. at a cost not to exceed $494,949; and the construction services/engineering contract with Mock Roos and Associates at a price not to exceed $57,550.

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

Monica Morandi, Engineer, explained that staff had observed an increase in chloride levels in the Surficial Aquifer monitoring well network since 2000. As part of the requirements of a new South Florida Water Management District Water Use permit, the City must construct three new surficial wells to the west and north of the existing wellfield and abandon six existing facilities in the eastern portion of the surficial wellfield in a phased program extending through 2015.

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

I. (formerly New Business, Item H) Contract and agreement with two companies to construct the Raw Watermain for Potable Well 16

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Maxwell to approve a contract with B&B Underground, Inc. at a cost not to exceed $569,445; and the construction services/engineering agreement with Mock Roos and Associates at a price not to exceed $54,900.

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

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

J. (formerly Consent Agenda, Item B) Resolution No. 16-2014 – support the County Metropolitan Planning Organization's effort to secure Transportation Investments Generating Economic Recovery (TIGER) grant funds

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

RESOLUTION NO. 16-2014 OF THE CITY OF LAKE WORTH, FLORIDA, SUPPORTING EFFORTS OF THE PALM BEACH AND BROWARD COUNTIES METROPOLITAN PLANNING ORGANIZATIONS TO SECURE A TRANSPORTATION INVESTMENTS GENERATING ECONOMIC RECOVERY (TIGER) GRANT FOR QUIET ZONE AND OTHER SAFETY IMPROVEMENT IN THE CITY OF LAKE WORTH; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Maxwell said there was an initiative to construct a high speed railway between Miami and Orlando, which would impact Lake Worth because of the additional train trips. The initiative was called All Aboard Florida. He said he was concerned about the quality of residents' life and supported the construction of quiet zones. He advised that, contractually, cities were required to improve and pay for railroad crossings that would benefit the railroad. The initiative would result in a second railway line being constructed; however, All Aboard Florida did not have a broad base support and he said he was concerned that freight trains would use the second railway. He asked that the resolution be amended to delete several whereas clauses which support the All Aboard Florida initiative.

Request/comment summary:

1. Commissioner Szerdi commented that he would be meeting with lobbyist from All Aboard Florida this week and suggested staff amend the resolution to strike reference to supporting All Aboard Florida. He said there was no movement to create an east/west transportation connectivity.

2. Commissioner McVoy said he supported a high speed passenger railroad and supported the All Aboard Florida initiative. He did not support amending the resolution.

Lengthy discussion ensued regarding using support for the All Aboard Florida initiative as leverage in order to create an east/west transportation connectivity.

Request/comment summary:

3. City Attorney Torcivia summarized that three whereas clauses in support of All Aboard Florida would be deleted, and language added to support an east/west connectivity with the tri-rail.

<u>Action:</u> Motion made by Commissioner Szerdi and seconded by Vice Mayor Maxwell to amend Resolution No. 16-2014 to delete language in support of All Aboard Florida; add language to support an east/west connectivity with the tri-rail; and approve amended Resolution No. 16-2014.

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

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

City Clerk Lopez announced that Broward and Palm Beach Counties would be filing a joint application for TIGER funds. Palm Beach County asked for a signed letter of support from the Commission, which would be included in the grant application.

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.

D. NEW BUSINESS:

There were no Lake Worth New Business items on the agenda.

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia announced his desire for advice concerning pending litigations in the case City of Lake Worth versus Charlotte Taylor, five Charlotte Taylor versus City of Lake Worth cases, and the case of Charlotte Taylor versus Greenpoint Mortgage Corp. during a closed door attorney/client session at 4:00 PM on April 22, 2014.

15. CITY MANAGER'S REPORT

A. April 15, 2014 – draft Commission agenda

City Manager Bornstein did not provide a report.

16. ADJOURNMENT:

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to adjourn the meeting at 9:00 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: May 6, 2014

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

MINUTES
CITY OF LAKE WORTH
CITY COMMISSION SPECIAL MEETING
APRIL 22, 2014 – 4:00 PM

The meeting was called to order by Mayor Triolo on the above date at 4:17 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 (absent for the roll call but arrived later), and Commissioners Christopher McVoy and Andy Amoroso. Commissioner John Szerdi was absent. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, Assistant City Attorney Christy Goddeau, and Records and Information Manager Deborah Andrea.

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 following cases:

1) City of Lake Worth v. Charlotte Taylor Case No. 502007CA013909XXXXMBAF (on appeal at the Fourth District Court of Appeal - 4D14-938)

2) Charlotte Taylor v. City of Lake Worth Case No. 502009CA023436XXXXMBAG (on appeal at the Fourth District Court of Appeal - 4D13-3380)

3) Charlotte Taylor v. City of Lake Worth Case No. 502010CA019655XXXXMBAG

4) Charlotte Taylor v. City of Lake Worth Case No. 502009CA033120XXXXMBAN

5) Charlotte Taylor v. City of Lake Worth Case No. 502013CA15971XXXXMBAJ

6) Charlotte Taylor v. City of Lake Worth Case No. 502004CA004084XXXXMBAG

7) Charlotte Taylor v. Greenpoint Mortgage Corp. Case No. 501999CA010548XXXXMBAN (on appeal at the Fourth District Court of Appeal - 4D14-202).

He said the following individuals were in attendance: Mayor Triolo, Commissioners McVoy and Amoroso, City Manager Bornstein, Assistant City Attorney Goddeau, 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 4:19 PM.

5. RECONVENE:

Mayor Triolo reconvened the meeting at 5:04 PM.

6. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to adjourn the meeting at 5:04 PM.

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

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: May 6, 2014

CITY OF LAKE WORTH

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

AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** Finance

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EXECUTIVE BRIEF

TITLE:
Resolution No. 20-2014 – authorize the City to reimburse itself for costs incurred the City's Road and Utilities Master Plan

SUMMARY:
The Resolution declares the City's intent to seek reimbursement for certain capital expenditures to be made for the design and construction of the City's Road and Utilities Master Plan

BACKGROUND AND JUSTIFICATION:
As the City moves forward with the proposed General Obligation Bond referendum to fund the Road and Utilities Master Plan, there is a need to approve a resolution that allows the City to reimburse itself for certain costs incurred prior to issuance of debt resulting from the voter approval of the referendum.

MOTION:
I move to approve/disapprove Resolution No. 20-2014.

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

RESOLUTION NO. 20-2014 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE CITY'S INTENT TO SEEK REIMBURSEMENT FOR CERTAIN CAPITAL EXPENDITURES TO BE MADE WITH RESPECT TO THE DESIGN AND CONSTRUCTION OF THE CITY OF LAKE WORTH'S ROAD AND UTILITIES MASTER PLAN PROJECTS FROM THE PROCEEDS OF ITS MASTER PLAN GENERAL OBLIGATION BONDS (IF APPROVED BY REFERENDUM); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Lake Worth, Florida, proposes to issue general obligation bonds (if approved by referendum) to finance the design and construction costs of the City's road and utilities master plan projects (the "Projects"); and

WHEREAS, it is intended by the City that the interest on the bonds will be excludable from gross income for Federal income tax purposes; and

WHEREAS, the City has incurred and anticipates it will incur certain capital expenditures relating to the Projects prior to the issuance of the bonds; and

WHEREAS, such expenditures will be paid from the general revenues of the City; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), and applicable U.S. Treasury regulations (the "Treasury Regulations") require the City to declare its official intent in connection with incurring certain capital expenditures in connection with the Projects prior to issuance of the bonds in order to allow the City to be reimbursed for such expenditures from a portion of the proceeds of the bonds; and

WHEREAS, it is intended by the City Commission of the City of Lake Worth that this Resolution constitutes such official intent with respect to the reimbursement of the certain capital expenditures incurred or to be incurred prior to the issuance of the bonds.

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

SECTION 1. The recitals set forth above are adopted by the City Commission as the findings of the City and are incorporated herein.

SECTION 2. The statements contained in this Resolution with respect to the reimbursement of the capital expenditures referred to in this Resolution are intended to be statements of official intent as required by, and in conformance with, the provisions of Section 1.150-2(e) of the Treasury Regulations (as amended from time to time).

SECTION 3. The expenditures to be reimbursed pursuant to this Resolution have been incurred within 60 days prior to the date hereof or will be incurred after the date hereof in connection with the projects.

SECTION 4. The maximum principal amount of bonds expected to be issued for the Projects is to be determined but should not to exceed $63,000,000 (Sixty-Three Million Dollars).

SECTION 5. The City reasonably expects to reimburse the expenditures contemplated under this Resolution with a portion of the proceeds of the bonds of the City subsequent to the date hereof, and no funds from sources other than the "reimbursement bond issue" (as such term has the meaning assigned to it under the Treasury Regulations) portion of the bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the City pursuant to the City's budget or financial policies to pay for such expenditures.

SECTION 6. The City will, upon receipt of the proceeds of the bonds (or within 30 days thereof), allocate in writing the amount of proceeds of the bonds (i.e., the reimbursement bond issue) used to reimburse the prior capital expenditures incurred in connection with the Projects (herein, the "Prior Expenditures"). Such allocation will be accomplished within the later of 18 months from the earliest date such Prior Expenditures were incurred or the date the Projects are placed in service (but in no event later than 3 years after the first Prior Expenditure was made).

SECTION 7. This Resolution shall be effective immediately upon its adoption.

The adoption of this Resolution was moved by Commissioner _____ and 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 Resolution duly passed and adopted this 6th day of May, 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: May 6, 2014, Regular Meeting **DEPARTMENT:** Leisure Services

---

EXECUTIVE BRIEF

TITLE:
Resolution No. 21-2014 –amend the Fiscal Year 2014 Comprehensive Fee Schedule to revise parking fees at the Bryant Park Boat Ramp Public Facility

SUMMARY:
The Resolution amends the Comprehensive Fee Schedule to provide for an annual boat trailer parking permit fee for Florida residents and an annual boat trailer parking permit fee for non-Florida residents.

BACKGROUND AND JUSTIFICATION:
On April 17, 2012, the City entered into an Interlocal Agreement with Palm Beach County for funding assistance in the amount of $255,000 from the Florida Inland Navigation District (FIND) in support of the improvements made at the Bryant Park Boat Ramp Public Facility. These improvements included the replacement of the boat ramp and the construction of fixed and floating docks. One of the conditions set forth in the Interlocal Agreement for this funding assistance is that any fees charged by the City shall be reasonable and the same for the general public of all FIND member counties, which include the twelve counties bordering the Atlantic Intracoastal Waterway.

On September 12, 2013, the City Commission adopted Resolution No. 41-2013 establishing fees for City services and other charges for Fiscal Year 2014, effective as of October 1, 2013. Since that time, several amendments have been made to the Fee Schedule as staff continues to review and modify the fees as requested by the City Commission and members of the public in order to better serve the City.

At its meeting of April 15, 2014, the City Commission approved Resolution No. 19-2014 to amend the schedule of fees for parking at the Bryant Park public facility. Included in this schedule was a fee of $150.00 for non-residents of Palm Beach County to purchase an annual parking decal for boat ramp trailer parking. This fee is not in compliance with FIND stipulations that require all fees related to Bryant Park must be the same for residents of the twelve FIND member counties.

This Resolution serves to establish an annual boat trailer parking fee of $50.00 plus tax for all Florida residents and an annual boat trailer parking fee of $150.00 plus tax for all non-Florida residents. This action will bring the City into compliance with stipulations set forth by the Florida Inland Navigation District for funding assistance the City received for improvements to the public facility.

MOTION:
I move to approve/not approve Resolution No. 21-2014.

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

RESOLUTION NO. 21-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AND AUTHORIZING THE REVISIONS TO THE FISCAL YEAR 2013-2014 COMPREHENSIVE SCHEDULE OF FEES AND SERVICE CHARGES TO PROVIDE AN ANNUAL BOAT RAMP PARKING DECAL FEE FOR FLORIDA RESIDENTS AND AN ANNUAL BOAT RAMP PARKING DECAL FEE FOR NON-FLORIDA RESIDENTS; AMENDING RESOLUTION NOS. 41-2013, 61-2013, 68-2013, 05-2014, 09-2014 AND 19-2014; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS**,** the City Commission adopted Resolution No. 41-2013 on September 13, 2013 establishing the original schedule of fees and charges for the 2013-2014 fiscal year for City services, as later amended by Resolutions 61-2013, 68-2013, 05-2014, 09-2014 and 19-2014; and

WHEREAS, the City desires to amend the City-wide fee schedule to provide an annual boat trailer parking permit fee for Florida residents; and

WHEREAS, the City desires to further amend the City-wide fee schedule to provide an annual fee for boat trailer parking permits for non- Florida residents; and

WHEREAS, the revised schedule of fees and charges for City services serves a valid public purpose.

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

SECTION 1: The foregoing recitals are incorporated into this Resolution as true and correct statements.

SECTION 2: The revised schedule of fees and charges for City services is attached hereto as Exhibit “A” and incorporated herein is hereby adopted.

SECTION 3: Except as revised herein all other fees and charges for City services adopted by the City remain unchanged.

SECTION 4: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

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

SECTION 6: This Resolution shall become effective upon its adoption.

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

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

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 6th day of May, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

EXHIBIT A

CITY OF LAKE WORTH

SCHEDULE OF FEES AND CHARGES FOR SERVICES

EFFECTIVE – FY 2013-2014

- Original Adoption of Fee Reso # 41-2013 (9/12/13) Effective 10/1/2013
- Amendment 1 – Resolution # 61-2013 – November 5th 2013
- Amendment 2 – Resolution # 68-2013 – December 3rd 2013
- Amendment 3 - Resolution # 05-2014 – January 7th 2014
- Amendment 4 - Resolution # 14-2014 – March 18th 2014
- Amendment 5 - Resolution # 19-2014 – April 15th 2014
- Amendment 6 - Reso # XX-2014 Pending CC Approval– May 6th 2014

TABLE OF CONTENTS
"Schedule of Fees and Charges for Services"

EXHIBIT A

Amendment to Fee Resolution – May 6th , 2014

LEISURE SERVICES

PARKING FEES

Boat Ramp Trailer Parking Decal…….....1
(Annual Florida Resident - $50.00 plus tax)

Boat Ramp Trailer Parking Decal…….....1
(Annual Non-Florida Resident - $150.00 plus tax)

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)		
LEISURE SERVICES	Parking Fees	Resident	Non-Resident	Explantion
Parking Fees	**Downtown Area** [6]			
	(Free parking-for-limited-time-basis)			
	Free four (4) hour street parking at same parking space	$ -	$ -	
	Beach			
	Beach Parking (per hr)	2.00	2.00	
	Old Bridge Parking (Per hr)	2.00	2.00	
	Old Bridge Parking (Tenant/Employee Pass - per month)	40.00	40.00	
	Beach Parking Decal (Annual Resident) $40.00 plus tax	40.00	N/A	Incr. from $30:
	Beach Parking Decal (Seasonal Resident) $60.00 plus tax	60.00	N/A	New
	Bryant Park			
	Boat Ramp and Boat Ramp over flow (per day)	10.00	10.00	
	Boat Ramp Trailer Parking Decal	50.00		New
1	**Annual Florida Resident ($50.00 plus tax)**			
	Boat Ramp Trailer Parking Decal	-	150.00	New
2	**Annual Non-Florida Resident ($150.00 plus tax)**			
	Boat Ramp Trailer Parking Decal	150.00	150.00	New
	Annual Commercial ($150.00 plus tax)			
	Fee for lost, stolen or destroyed replacement decals	5.00	5.00	New

Footnote / Explanation	
	Yellow highlights - are the revisions being presented to City Commission
1	Changed from "**Annual Residential**" to "**Annual Florida Resident**"
2	Changed from "**Annual Non-PBC Resident**" to "**Annual Non-Florida Resident**"
6	The Downtown area is bounded by the Northern boundary of the Right-of-Way, known as 2nd Avenue North; on the West, by the Western boundary of the Right-of-Way known as "A" Street; on the South, by the Southern boundary of the Right-of-Way known as 1st Avenue South; and on the East, by the Eastern boundary of the Right-of-Way known as Golf View Lane.

CITY OF LAKE WORTH

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

AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Resolution No. 22-2014 - submit an application to the State of Florida for the Fiscal Year 2016 Small Matching Historic Preservation Grants Program

SUMMARY:
The Resolution authorizes the submission of a $50,000 grant to procure the services of a cultural resources management consultant to assist in developing design guidelines to implement the City's historic preservation program.

BACKGROUND AND JUSTIFICATION:
On April 1, 2014, the application period for the FY 2015-2016 Small Matching Historic Preservation Grants Program was opened. The purpose of this program is to provide funding assistance up to $50,000 for the rehabilitation and restoration of historic structures, and the performance of architectural and archeological surveys. Eligible projects include acquisition and development projects for the excavation of archeological sites and building rehabilitation and/or stabilization, protection and education activities, the preparation of ordinances and preservation plans, community education projects, historical markers, and National Register nominations.

Since the start of its historic preservation, the City has created six historic districts. Each of these districts was formed to preserve different aspects of the City's unique development history, and each is historic district is distinct from the next. However, at this time only two of the City's historic districts, Old Town and College Park, have specific design guidelines to help preserve the character that defines features of their historic resources.

This project will further serve as a guide for residents and businesses interested in making acceptable alterations to their historic properties.

Applications must be submitted by no later than May 31, 2014. The City is a Certified Local Government and is not required to provide a local cost share match for this eligible project.

MOTION:
I move to approve/not approve Resolution No. 22-2014.

ATTACHMENT(S):
Fiscal Impact Analysis
Resolution

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	0	0	0	0	0
External Revenues	0	0	50,000	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	50,000	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

C. Department Fiscal Review: __JK__

RESOLUTION NO. 22-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES FOR GRANT FUNDS PROVIDED THROUGH THE FISCAL YEAR 2015-2016 SMALL MATCHING HISTORIC PRESERVATION GRANTS PROGRAM IN THE AMOUNT OF UP TO $50,000; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Florida Department of State, Division of Historical Resources has announced the availability of funding under the Fiscal Year 2015-2016 Small Matching Historical Preservation Grants Program; and

WHEREAS, the Fiscal Year 2015-2016 Small Matching Historic Preservation Grants Program provides grant funds for the rehabilitation and restoration of historic structures, architectural and archaeological surveys, protection and education activities, the preparation of ordinances and preservation plans; community education and other eligible activities; and

WHEREAS, the City desires to submit an application for funding assistance of up to $50,000 under the Fiscal Year 2015-2016 Small Matching Historic Preservation Grant Program to procure the services of a cultural resources management consultant to assist the City in developing design guidelines for implementing its historic preservation program in a consistent manner; and

WHEREAS, the proposed project serves a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby authorizes the submission of an application to the Florida Department of State, Division of Historic Preservation for grant funds made available through the Fiscal Year 2015-2016 Small Matching Historic Preservation Grants Program in an amount of up to $50,000 to procure the services of a cultural resources management consultant to assist the City in developing design guidelines for implementing its historic preservation program in a consistent manner.

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

SECTION 3: The City Commission hereby authorizes William Waters, Department of Community Sustainability Director, to serve in the capacity of Project Manager for this purpose.

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

SECTION 5: This Resolution shall become effective upon adoption.

The passage of this Resolution was moved by Commissioner _____, 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 6th day of May, 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: May 6, 2014, Regular Meeting **DEPARTMENT:** Commissioner Szerdi

---

EXECUTIVE BRIEF

TITLE:
Resolution No. 23-2014 - support the County Metropolitan Planning Organization's effort to secure Transportation Investments Generating Economic Recovery (TIGER) grant funds

SUMMARY:

The Resolution supports the County's MPO's efforts to secure grant funds while adding language which expresses the Commission's support of improved east-west linkages of all intermodal transportation with the railroad systems serving communities.

BACKGROUND AND JUSTIFICATION:
On April 15, 2014, the City Commission adopted Resolution No. 16-2014 supporting the County's MPO's TIGER grant application. During that discussion, my main comments were to amend the resolution to include the City's support for the improvement of east-west linkages of all intermodal transportation with the railroad systems serving the communities. Though the resolution was amended to add language supporting east-west connectivity, it did not fully express my intention to urge real discussions about this topic as a analytical requirement to determine the benefits and impacts of the All Aboard Florida (AAF) development of a high speed route from Miami to Orlando. We have a dire need to leverage any requests from AAF for public private loans and municipal funding of crossing upgrades against connecting our western communities with eastern communities via the rail passenger system and mass transit.

MOTION:
I move to approve/not approve Resolution No. 23-2014.

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

RESOLUTION NO. 23-2014 OF THE CITY OF LAKE WORTH, FLORIDA, SUPPORTING EFFORTS OF THE PALM BEACH AND BROWARD COUNTIES METROPOLITAN PLANNING ORGANIZATIONS TO SECURE A TRANSPORTATION INVESTMENTS GENERATING ECONOMIC RECOVERY (TIGER) GRANT FOR QUIET ZONE AND OTHER SAFETY IMPROVEMENT IN THE CITY OF LAKE WORTH; RESCINDING RESOLUTION NO. 16-2014; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida East Coast (FEC) rail corridor is a linear rail corridor connecting historic mixed-use downtowns along Florida's east coast; and

WHEREAS, rail/roadway grade crossings occur throughout the historic downtowns along Florida's east coast; and

WHEREAS, these historic downtowns are realizing higher density populations; and

WHEREAS, railroads are vital for transportation and commerce, but they can also create high noise levels from passing train horns; and

WHEREAS, quiet zones can be installed as part of the All Aboard Florida project thus leading to incremental cost savings to the taxpayer resulting from the large scope of the overall project; and

WHEREAS, the City of Lake Worth supports improvement of east-west linkages of all intermodal transportation with the railroad systems serving communities; and

WHEREAS, quiet zones will enhance the quality of life for individuals residing near railroad grade crossings, further encouraging migration of people to more dense transit oriented lifestyles; and

WHEREAS, the expansion of intermodal facilities such as *Port Miami, Port Everglades* and the *Port of Palm Beach* will enhance the ability to increase and process freight, expanding economic activities in South Florida; and

WHEREAS, these freight improvements are projected to increase the intensity of freight trains traversing the FEC corridor, both in number and size; and

WHEREAS, the installation of additional safety infrastructure and multi-modal connectivity at grade crossings will reduce neighborhood impacts from freight and improve the economic vitality of historic mixed-use downtowns; and

WHEREAS, Resolution No. 16-2014 did not fully express the Commission's desire to support east-west linkages of all intermodal transportation.

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

Section 1: The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Commission of the City of Lake Worth.

Section 2: The City Commission supports the Palm Beach and Broward Counties Metropolitan Planning Council's efforts to secure Federal funding in the form of a Transportation Investments Generating Economic Recovery (TIGER) grant for quiet zone improvements to provide a safe area where train horns are not routinely sounded.

Section 3: Resolution No. 16-2014 is hereby rescinded.

Section 4: This Resolution shall become effective immediately upon adoption.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted on this 6th day of May, 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: May 6, 2014, Regular Meeting **DEPARTMENT:** Public Services

---

EXECUTIVE BRIEF

TITLE:
Resolution No. 24-2014 - submit an application to the Florida Inland Navigation District for grant funds to improve the Old Bridge Park Natural Area

SUMMARY:
The Resolution authorizes the submission of an application for $251,875.

BACKGROUND AND JUSTIFICATION:
The proposed project involves improvements to the Old Bridge Park Natural Area along the eastern shoreline of the Lake Worth Lagoon within the City of Lake Worth. The project area is divided north/south by the Lake Worth Bridge. The two parcels are comprised of 12.92 acres of land owned by the City of Lake Worth north of the bridge and 11.44 acres south of the bridge that is currently leased by Palm Beach County from the City.

Proposed improvements to be made on the north side of the project area consist of replacement of the seawall, installation of riprap, construction of a floating day use dock and gangway, parking lot improvements and a connecting pathway to the south side of the project area. Improvements planned for the south side of the project area consist of the installation of approximately 700' of eroded shoreline and the restoration of wetland and upland habitats by clearing exotic vegetation and replanting with native vegetation. Along the newly constructed pathway, two informational kiosks, benches and signage will be installed. Upon its completion, the project will provide public boating access and amenities to an active and newly restored area of the City that includes the public beach, the Lake Worth Casino and the annual Green Market.

The estimated cost of these improvements is $503,750. Palm Beach County and the City of Lake Worth are requesting funding from FIND under its 2014 Waterways Assistance Program in the amount of $251,875, or fifty percent (50%) of the project costs. The proposed match source of the local cost share of $251,875 will be revenue from County vessel registration fees; hence, the City of Lake Worth is not obligated for matching costs.

MOTION:
I move to approve/not approve Resolution No. 24-2014.

ATTACHMENT(S):
Fiscal Impact Analysis
Grant Application
Resolution

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	0	0	0	0	0
External Revenues	0	251,875	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	251,875	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

C. Department Fiscal Review: _____

Florida Inland Navigation District
Waterways Assistance Program FY 2014

Old Bridge Park Natural Area
Submitted by
Palm Beach County Department of
Environmental Resources Management
April 1, 2014

ATTACHMENT E-1

WATERWAYS ASSISTANCE PROGRAM FY 2014
PROJECT APPLICATION
APPLICANT INFORMATION – PROJECT SUMMARY

Applicant: Palm Beach County Board of County Commissioners/City of Lake Worth

Department: Environmental Resources Management

Project Title: Old Bridge Park Natural Area

Project Director: Robert G. Robbins Title: Director

Project Liaison Agent (*if different from above*):

Liaison Agent Title:

Address: 2300 North Jog Road, 4th Floor

West Palm Beach, Florida Zip Code: 33411

Telephone: 561/233-2400 Fax: 561/233-2414

Email: rrobbins@pbcgov.org and cbeisner@pbcgov.org

******* I hereby certify that the information provided in this application is true and accurate.******

SIGNATURE: DATE: 4/1/14

PROJECT SUMMARY NARRATIVE (Please summarize the project in 2 paragraphs or less.)

Old Bridge Park Project lies within the City of Lake Worth along the eastern shore of the Lake Worth Lagoon and consists of two parcels of land owned by the City of Lake Worth and divided by the Lake Worth Bridge. The project area includes a remnant of the old bridge and parking area (Old Bridge North) and a natural shoreline and shallow-water seagrass area (Old Bridge South).

The project consists of improvements to Old Bridge North including: 1) replacement of a 125' seawall and placement of rock riprap, 2) installation of a 500 sq. ft. day dock and gangway, 3) improvements to the parking lot to accommodate boaters, fishermen, and nature enthusiasts, 4) construction of a 2,000 ft. long nature trail connecting the waterfront amenties (Old Bridge North) to the natural area (Old Bridge South). Included within Old Bridge South will be: 1) installation of limestone riprap to protection 700' of eroding shoreline and provide habitat for fish and substrate for recruiting oysters, 2) clearing of exotic vegetation and planting of native wetland and maritime hammock plants and trees to provide habitat for birds and other coastal wildlife and 3) installation of environmental educational kiosks, benches and signage identifying amenities and FIND, County and City partnerships. The Old Bridge Park Project will provide public boating access and amenities to an active and newly restored area in Lake Worth that includes the Lake Worth Public Beach, Casino Shops and Green Market.

Form No. 90-22
Rule 66B-2, (New 12/17/90, Rev.07-30-02, 04-24-06)

ATTACHMENT E-2.

APPLICATION CHECKLIST 2014

(To be completed by the Applicant)

This checklist and the other items listed below in items 1 through 14 constitute your application. The required information shall be submitted in the order listed.

Any additional information submitted by the applicant is subject to being removed from the package by District staff prior to presentation to the District Board because of reproduction and space considerations.

Two (2) copies of your application are required. One original and one electronic copy.

<u>All information</u> (except maps) <u>is required to be on 8 1/2" x 11" paper</u>. Maps and drawings may be on 8 1/2" x 14" paper and folded to 8 1/2" x 11" so that they may be included to hole punch and bound by staff.

	PROJECT NAME: Bryant Park Living Shoreline /Jewel Cove/Old Bridge Park	YES	NO
1.	District Commissioner Review (prior to March 03) (*NOTE*: **<u>For District Commissioner initials ONLY!)</u>** **(District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	CM	
2.	Applicant Info/Project Summary – E-1 (Form No. 90-22, 1 page) **(Form must be completed and signed)**	X	
3.	Application Checklist – E-2 (Form No. 90-26, 2 pages) **(Form must be signed and dated)**	X	
4.	Project Information – E-3 (Form No. 90-22a, 1 page)	X	
5.	Project Evaluation and Rating – E-4$_{(+)}$ (Form No. 91-25) (Form must be completed, proper attachment included) **(No signatures required)**	X	
6.	Project Cost Estimate – E-5 (Form No. 90-25, 1 page) **(Must be on District form)**	X	
7.	Official Resolution Form – E-6 (Form No. 90-21, 2 pages) **(Resolution must be in District format and include items 1-6)**	X	
8.	Attorney's Certification (Land Ownership) – E-7 **(Must be on or follow format of Form No. 94-26, (Legal descriptions NOT accepted in lieu of form)**	X	

ATTACHMENT E-2 (Continued)

APPLICATION CHECKLIST

(To be completed by the Applicant)

9.	Project Timeline – E-8 (Form No. 96-10, 1 page)	X	
10.	County Location Map	X	
11.	City Location Map (if applicable)	X	
12.	Project Boundary Map	X	
13.	Clear & Detailed Site Development Map	X	
14.	Copies of all Required Permits (Required of development projects only)		X

The undersigned, as applicant, acknowledges that Items 1 through 13 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, April 01, 2014. By May 30, 2014 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 14 is due to the District no later than the final TRIM Hearing in September 2014. If the information in Item 14 is not submitted to the District office by the District's final TRIM hearing in September 2014, I am aware that my application will be removed from any further funding consideration by the District.

APPLICANT: Palm Beach County Board of County Commissioners APP. TITLE: Robert G. Robbins, Director PBC Environmental Res. Mgmt.

** SIGNATURE - APPLICANT'S LIAISON ** 4/1/14 DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility: _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

Form No. 90-26 - New 9/2/92, Revised 07-30-02.

ATTACHMENT E-3 - PROJECT INFORMATION 2014

APPLICANT: Palm Beach County Board of County Commissioners/City of Lake Worth
APPLICATION TITLE: Old Bridge Park Natural Area

Total Project Cost: $ 503,750 FIND Funding Requested: $ 251,875 % of total cost: 50%

Amount and Source of Applicants Matching Funds: $251,875 from County Vessel Registration Fees

Other (non-FIND) Assistance applied for (name of program and amount) State of Florida Legislative Lake Worth Lagoon Appropriations.

Ownership of Project Site (check one): Own: _____ Leased: _____ Other: X

If leased or other, please describe lease or terms and conditions: The two parcels (Old Bridge North and South) comprise 12.92 acres of land owned by the City of Lake Worth. The 11.44 acre plot (Old Bridge South) is under lease by the County.

Once completed, will this project be insured against damage? Yes Explain: Palm Beach County is self-insured.

Has the District previously provided assistance funding to this project or site? : No

If yes, please list: _____

What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable): Old Bridge North consists of an abandoned road bridge and parking lot which is used by the public for parking and fishing off the old seawall. There are no boat ramps, trailer parking spaces or boardwalk.

How many additional ramps, slips, parking spaces or other public access features will be added by the completion of this project? (as applicable): This project will provide a 500 sq.ft. floating day-use dock, a 50' long gangway, a 2,000 ft. pathway connecting the north and south parcels, pedestrian benches and educational kiosks upon project completion. There are approximately 90 existing metered parking spaces and 10 free parking spaces available to fishermen on the western end of the north parcel.

If there are fees charged for the use of this project, please denote. How do these fees compare with fees from similar public & private facilities in the area? Please provide documentation . Not applicable.

Please list all Environmental Resource Permits required for this project:

Agency	Yes/ No N/A	Date Applied For	Date Received
DEP (dock/seawall)	Yes	April 2014	_____
DEP (riprap placement)	Yes	Sept. 2012	12-28-2012
ACOE (dock/seawall)	Yes	April 2014	_____
ACOE (riprap placement)	Yes	Sept. 2012	12-28-2012
COUNTY/CITY	Yes	applying	_____

Form No. 90-22a (New 10-14-92, Rev. 04-24-06, 4-15-07)

ATTACHMENT E-4

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

STEP 1: All applicants will complete Attachment E-4 of the worksheet, which includes questions 1 through 6. ****Do not answer with more than four sentences.****

STEP 2: Complete **one and only one sub-Attachment** (E-4 A, B, C, D or E, questions 7-10) according to the applicant's project type.

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

APPLICATION TITLE: Old Bridge Park
APPLICANT: Palm Beach County Board of County Commissioners

---

1) PRIORITY LIST:

a) Denote the priority list category of this project from Attachment C in the application. (The application may only be of **one** type based upon the predominant cost of the project elements.)

#8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities.

b) Explain how the project fits this priority category. Work within the 1.48 acre parcel referred to as Old Bridge North includes the replacement of a seawall at the western terminus of the Park and installation of 360 tons of rip rap revetment for toe-scour protection. A 500 square foot floating dock will be installed west of the new seawall connected by a 50' gangway and landing platform. Old Bridge South includes the installation of 1200 tons of riprap along 700 ft. of eroded shoreline.

(For reviewer only)
Max. Available Score _____
Range of Score (10 to ___ points)

---

2) WATERWAY RELATIONSHIP:

a) Explain how the project directly relates to the ICW and the mission of the Navigation District

This project, located east of the ICW, will provide shoreline stabilization and public boat dock and a mooring facility which provides protection to the Intracoastal Waterway and boating opportunities.

b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

Boater access to the park will be provided with the construction of a new seawall, floating dock and a 50' gangway. Additionally, a public waterfront park will be improved with the removal of exotic vegetation and replanting with native species and installing a nature trail. Kiosks will provide information about the history of the Park, the ICW and restored habitat.

(For reviewer only)
(1-6 points)

---

3) PUBLIC USAGE & BENEFITS:

a) How is the public usage of this project clearly identified and quantified? Estimate the amount of total public use.

Old Bridge North is currently used by the public for fishing, parking and Green Market, while the parcels to the south have limited usage. The replacement of the seawall and installation of rip rap revetment will improve the outdoor recreation site and the construction of a floating dock and gangway will increase public access. The removal of exotic vegetation and construction of a nature trail and pedestrian pathway will promote the use of this area for nature enthusiasts. The pathway will connect Old Bridge North to the nature trial and Old Bridge South. It is estimated that the restored park will receive frequent usage by the public. The new amentities will provide boating access to the Green Market, fishing and Lake Worth Public Beach and shops. Water taxi service will provide additional public use of the sites.

b) Discuss the regional and local public benefits ~~and access~~ that will be provided by the project.

By constructing a floating dock, gangway, providing parking and access to a nature trail and public benches overlooking the ICW, it is anticipated that this site will be visited on a daily basis by residents and visitors who wish to enjoy the area from water and land.

c) Can residents from other counties of the District reasonably access and use the project? Explain.

This park can be used and enjoyed by all residents and visitors from other counties who visit the site by boat and vehicle. The Lake Worth Casino Park lies east of the site and may bring additional visitors to the park.

(For reviewer only)
(1-8 points)

---

4) TIMELINESS

a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-8.

County holds the FDEP and USACE permits for work associated within Old Bridge South that includes the installation of riprap and environmental restoration. Permits for the planned public use amenities are in process and anticipated to be received by Auguest 2014. Work is expected to be completed by the end of calendar 2015.

b) Briefly explain any unique aspects of this project that could influence the project timeline.

The County is currently applying for a permit for the floating day dock and seawall replacement. County anticipates receiving the necessary approvals by the end of August 2014.

(For reviewer only)
(1-3 points)

---

5) COSTS & EFFICIENCY:

a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.

Land is owned by the City of Lake Worth. County Vessel Registration Fees will be used to match the requested $251,875 from FIND.

b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

Current project costs are based on recently completed projects and engineer's estimates.
Should the City decide to add some parking along the westside of A1A, the scope of work could change resulting in a cost increase.

c) Describe any methods to be utilized to increase the cost efficiency of this project.

The new seawall will be built in front of existing thereby reducing construction costs. Also, the County plans to remove and chip the exotic vegetation on site and use the material as mulch for the restored hardwood hammock areas, thereby reducing the cost of vegetative disposal.

d) If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.

There will be no fees associated with the use of the park.

(For reviewer only)
(1-6 points)

---

6) PROJECT VIABILITY:

a) What specific need in the community does this project fill? Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?

The community would benefit from this project with an improved waterfront park including replacement of a crumbling seawall and installation of a floating dock and gangway, thus providing boater access to this site. Stabilizing the shoreline at two locations within the project site will a prevent sands from eventually migrating into the ICW and reduce maintanence dredging. In addition to fulfilling the public need, the project also provides much needed habitat for fish and wildlife and water quality improvements. Both Palm Beach County and the City of Lake Worth have identified and approved of the project in the Lake Worth Lagoon Management Plan and the City's Comprehensive Plan.

b) Clearly demonstrate how the project will continue to be maintained and funded after District funding is completed.

The County and City have entered into an Interlocal Agreement whereby the County will manage the property as a natural park for habitat restoration and passive recreation and the City responsible for public safety and law enforcement within and outside the property.

c) Will the program result in significant and lasting benefits? Explain.

Providing boater access to the site and replacement of the seawall will provide public use of this site long into the future. A majority of the site is in its nature condition, therefore most of the 12.92 acres of coastal habitat will be preserved including over 9 acres of seagrass habitat, 0.20 acres of mangroves, 1.18 acres of tropical hardwood hammock, 0.27 acres of shoreline and 0.89 acres of sand substrate. This project will provide long-lasting environmental benefits for fish, birds and other wildlife.

d) Please describe any environmental benefits associated with this project.

A significant portion of this project provides for environmental protection and improvements. Environmental restoration of the eroding shoreline by adding rock and mangroves will preserve seagrasses, increase mangrove and maritime hammock plant communities.

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

ATTACHMENT E-4A
DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

---

7) PERMITTING:

a) Have all required environmental permits been applied for? If permits are NOT required, explain why not.

County holds the FDEP and USACE permits for work associated within Old Bridge South that includes the installation of riprap and environmental restoration. Permits for the planned public use amenities are in process and anticipated to be received by Auguest 2014. Anticipate that the seawall replacement will be exempted although the placement of toe-scour rock and installation of the 500 sq. ft. floating dock will fall into a general permit category.

b) If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work. Please provide a general cost estimate for the future Phase II work.

N/A

c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

No impediments are anticipated.

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

a) Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?

The design for Old Bridge South is complete. A preliminary design for Old Bridge North is complete.

b) Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?

The floating dock and gangway will provide boating access to a popular fishing destination. A pedestrian path will lead from an existing paved area under the bridge to a nature trail southward that is designed to provide access to areas of the park currently not available and showcase a diversity of habitats, including mangrove, seagrass, and hardwood hammock. The kiosks and informational signage will educate the community about the importance of wetland habitats, and park benches will provide a place for the public to use while overlooking Lake Worth Lagoon and the IWW. Additionally, the restoration areas provide habitat for fish and wildlife and contribute to water quality improvements by reducing shoreline erosion.

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

a) Briefly explain the construction techniques to be utilized for this project. If a Phase 1, elaborate on potential techniques.

Seawall replacement will involve removalof the old cap, installation of new sheet pile and new cap, and installation of a pre-fabricated floating dock including dock pilings, aluminum gangway and landing. A compacted shellrock pedestrian pathway will lead from the paved area under the bridge along the south side of the bridge and through the revegetated southern parcel. Exotic vegetation will be cleared and chipped and reused as mulch in the upland hammock areas. Upland restoration includes planting the cleared 0.68 acres with hardwood maritime hammock species. Shoreline stabilization will preserve the submerged lands dominated by thin to moderate densities of seagrass. The project has been designed to avoid and minimize impacts to this resource by installing riprap waterward of and around the mangroves and landward of any seagrass. No impacts to submerged or emergent resources are authorized with the permit. As this project will not impact natural resources, no mitigation will not be required. The created mangrove planters will be constructed by heavy equipment working from the land. The clean sand used for fill wil be placed by excavator. The mangrove planters, created by the riprap breakwaters, will create 0.17 acres of oyster reef in addition to providing an area for planting 900 red mangroves.

b) How are the utilized construction techniques appropriate for the project site?

A majority of the equipment will be trucks and excavators and upland based. Pile installations for the floating dock will require a barge and tug.

c) Identify any unusual construction techniques that may increase or decrease the costs of the project.

No unusual construction techniques are anticipated.

(For reviewer only)
(1-3 points)

---

10) CONSTRUCTION MATERIALS:

a) List the materials to be utilized for this project. What is the design life of the proposed materials compared to other available materials?

Building materials will include: composite sheet pile and poured concrete cap for the seawall; a pre-fabricated aluminum dock, prestressed concrete dock pilings, aluminum gangway and concrete landing; compacted shellrock for the pedestrian pathway; limestone boulders, bedding stone, geotextile material and park benches made from recycled plastic. Marine hammock species will include sabal palm, sea grape, gumbo limbo, green buttonwood, black ironwood, blolly, black bead, saw palmetto, and wetland species will include seashore paspalum, saltmeadow cordgrass, sea oats and red mangroves.

Seawall and dock are expected to last 20+ years. Rock, benches and plant material are expected to last indefinitely.

b) Identify any unique construction materials that may significantly alter the project costs.

There are no unique construction materials anticipated that may significantly alter the project costs.

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2014

PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

PROJECT TITLE: Old Bridge Park Natural Area

APPLICANT: Palm Beach County Board of County Commissioners

Project Elements *(Please list the MAJOR project elements and provide a general cost break out for each one. For Phase I Projects, please list the major elements and products expected)*	**Quantity or Total Estimated Cost (Number and/or Footage etc.)**	**Applicant's Cost**	**FIND Cost**
Mob/Demob/ MOT/Turbidity Control	$19,500	$19,500	$0
Survey/ As-builts	$6,000	$6,000	$0
Consultant Services (Geotech, Designs)	$25,000	$0	$25,000
Clearing / Chipping/Revegetation	$55,000	$55,000	$0
Rip-rap breakwater	1,560 Tons X $75/Ton $117,000	$117,000	$0
Pathway / Benches/ Kiosk	$23,250	$23,250	$0
Seawall Demolition and Replacement	125 lf x $1,132/ft. $141,500	$0	$141,500
14" Concrete Test Pile w/PDA Analyzer	65 l.f./$100 $6,500	$0	$6,500
Concrete Piles (Floating Dock)	200 l.f./$60 $12,000	$0	$12,000
Floating Dock 50' X 10' and 50' Aluminum Gangway	500 s.f. X $80 $65,000	$0	$65,000
Signage	$3,000	$1,125	$1,875
Parking Area Improvements	$30,000	$30,000	$0
TOTALS =	**$503,750**	**$251,875**	**$251,875**

Form No. 90-25 (New 10/14/92, Revised 04-24-06)

ATTACHMENT E-6
RESOLUTION FOR ASSISTANCE 2014
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE Palm Beach County Board of County Commissioners is interested in carrying out the following described project for the enjoyment of the citizenry of Palm Beach County and the State of Florida:

Project Title Old Bridge Park Project

Total Estimated Cost $ 503,750

Brief Description of Project: The 12.92 acre Old Bridge Park Project lies along the eastern shoreline of the Lake Worth Lagoon within the City of Lake Worth. The project is divided north/south by the Lake Worth Bridge. Old Bridge North consists of a seawall replacement, installation of riprap, construction of a floating day use dock and gangway, parking lot improvements and a connecting pathway connecting Old Bridge South. Old Bridge South consists of the installation of riprap to project 700' of eroded shoreline, restoring wetland and upland habitats by clearing of exotic vegetation and replanting with natives. Along with the construction of a pathway, two informational kiosks will be installed along with several benches and signage.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the Palm Beach County Board of County Commissioners that the project described above be authorized,

AND, be it further resolved that said Palm Beach County Board of County Commissioners make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said Palm Beach County Board of County Commissioners,

AND, be it further resolved by the Palm Beach County Board of County Commissioners that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said Palm Beach County Board of County Commissioners for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Palm Beach County Board of County Commissioners at a legal meeting held on this 20th day of May 2014.

_____	_____
Attest	Signature
_____	Priscilla A. Taylor, Mayor
Title	Title

ATTACHMENT E-7

ATTORNEYS CERTIFICATION OF TITLE 2014
(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE CITY OF LAKE WORTH ATTORNEY
(Address)

_April_____, 2014

TO WHOM IT MAY CONCERN:

I, _____, am the Attorney for the City of Lake Worth Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.), copies of which are attached, from _____ to the *(City or County)* dated _____ conveying _____*(type of interest, ie. Fee simple, easement, 25 year lease, etc.)* in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the City of Lake Worth. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "Old Bridge Park Natural Area".

I certify that the *(City or County)* does in fact __City_____(own, lease, etc.) this property for _____ years.

Very truly yours,

(Name)
(City or County) Attorney

ATTACHMENT E-8

WATERWAYS ASSISTANCE PROGRAM 2014

PROJECT TIMELINE

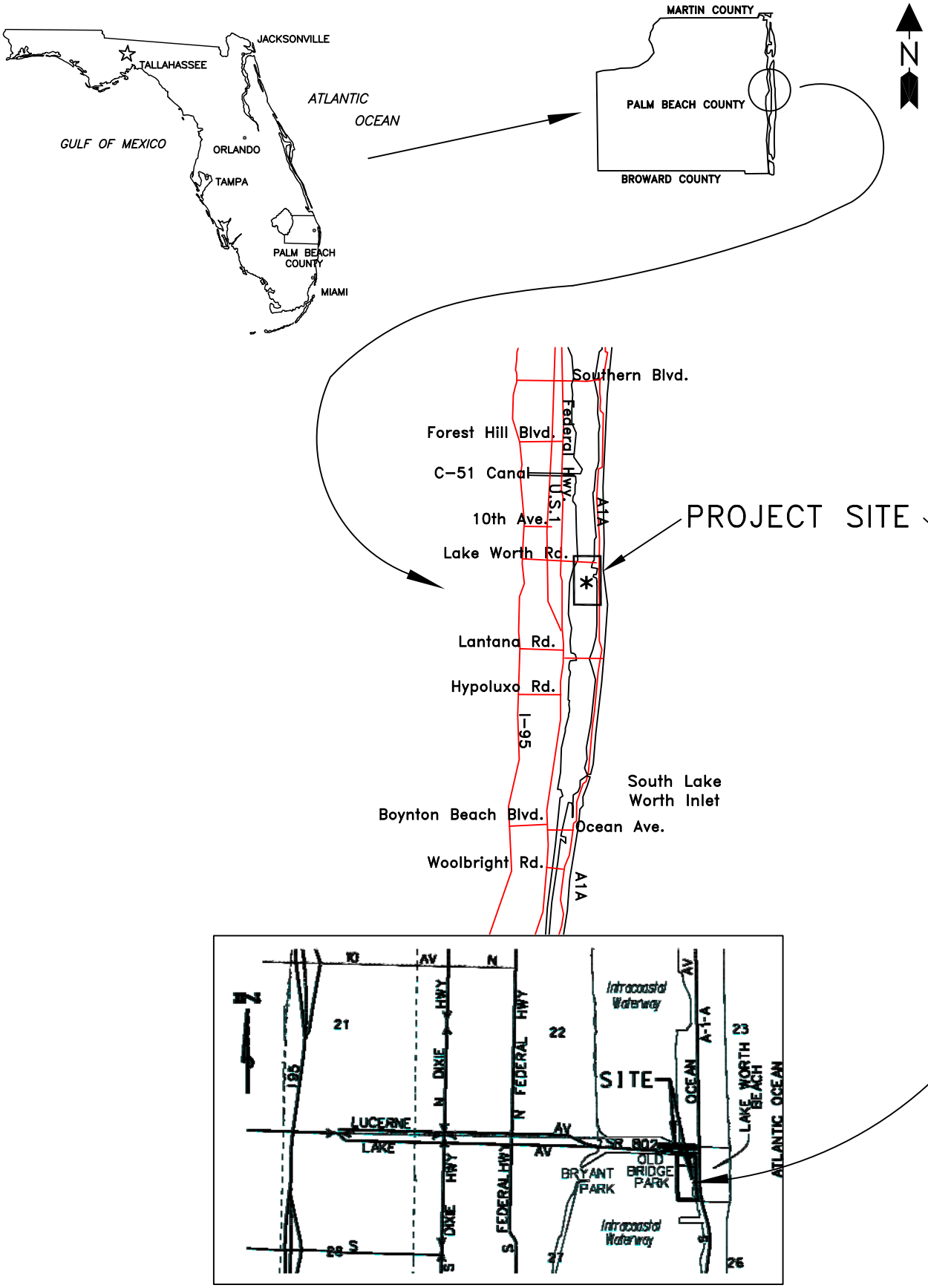
Project Title: Old Bridge Park

Applicant: Palm Beach County Board of County Commissioners
City of Lake Worth

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.
NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

2013	2014												2015												2016			
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A
Planning & design				XXXXXXXXX																								
Permit for dock/seawall				XXXXXX																								
Execute Agreement with FIND									XXX																			
Contractor procurement													XXXXXXX															
Mobilization																	X											
Construction																		XXXXXXXXXXXX										
Planting																											X	
Contract close-out																											XX	

COUNTY LOCATION MAP



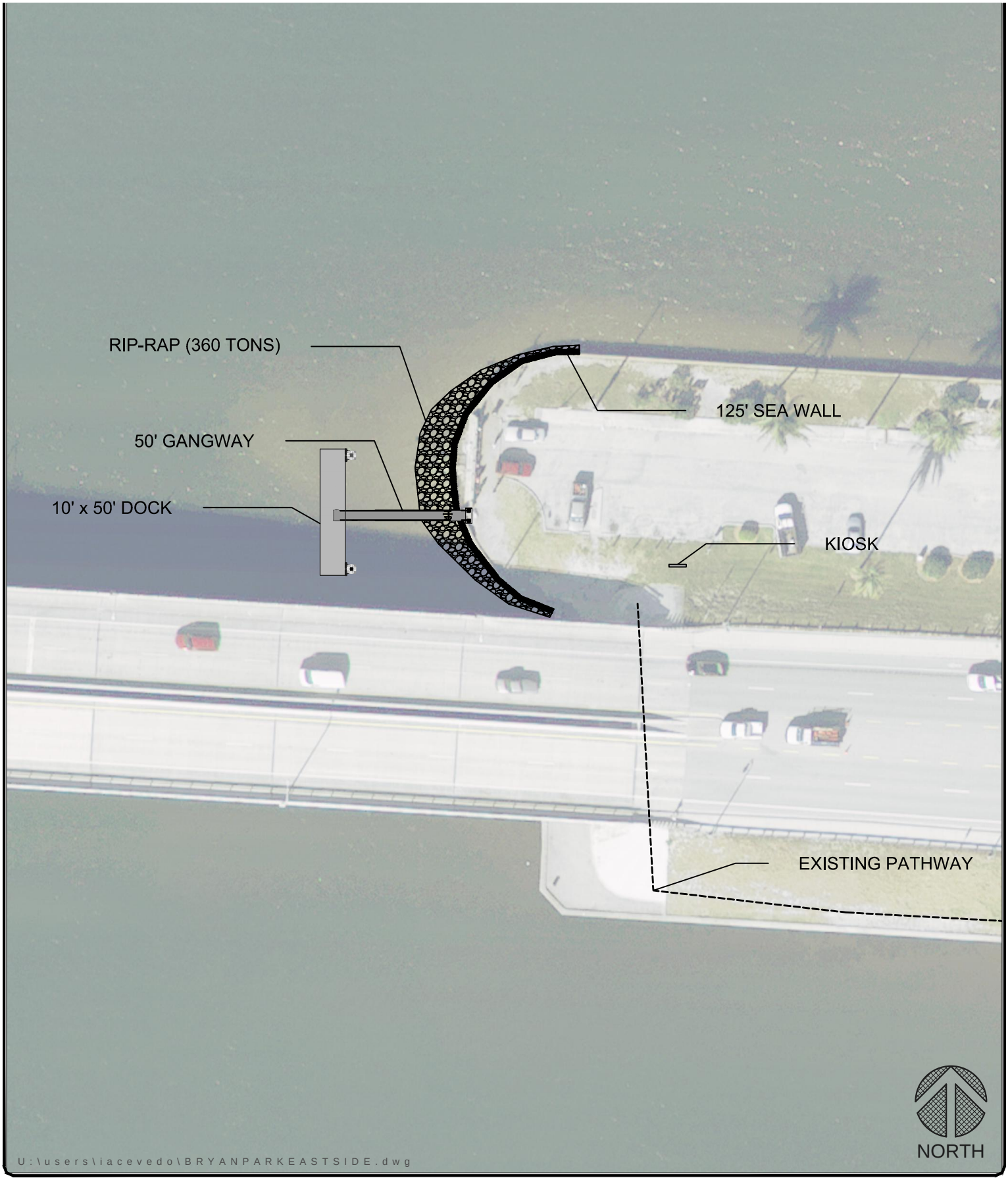
Palm Beach County Department of
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2741
(561) 233-2400

Old Bridge Park Site Plan

Updated
3.20.14

0 100 200 400 Feet

N



Sheet: 3
Of: 4

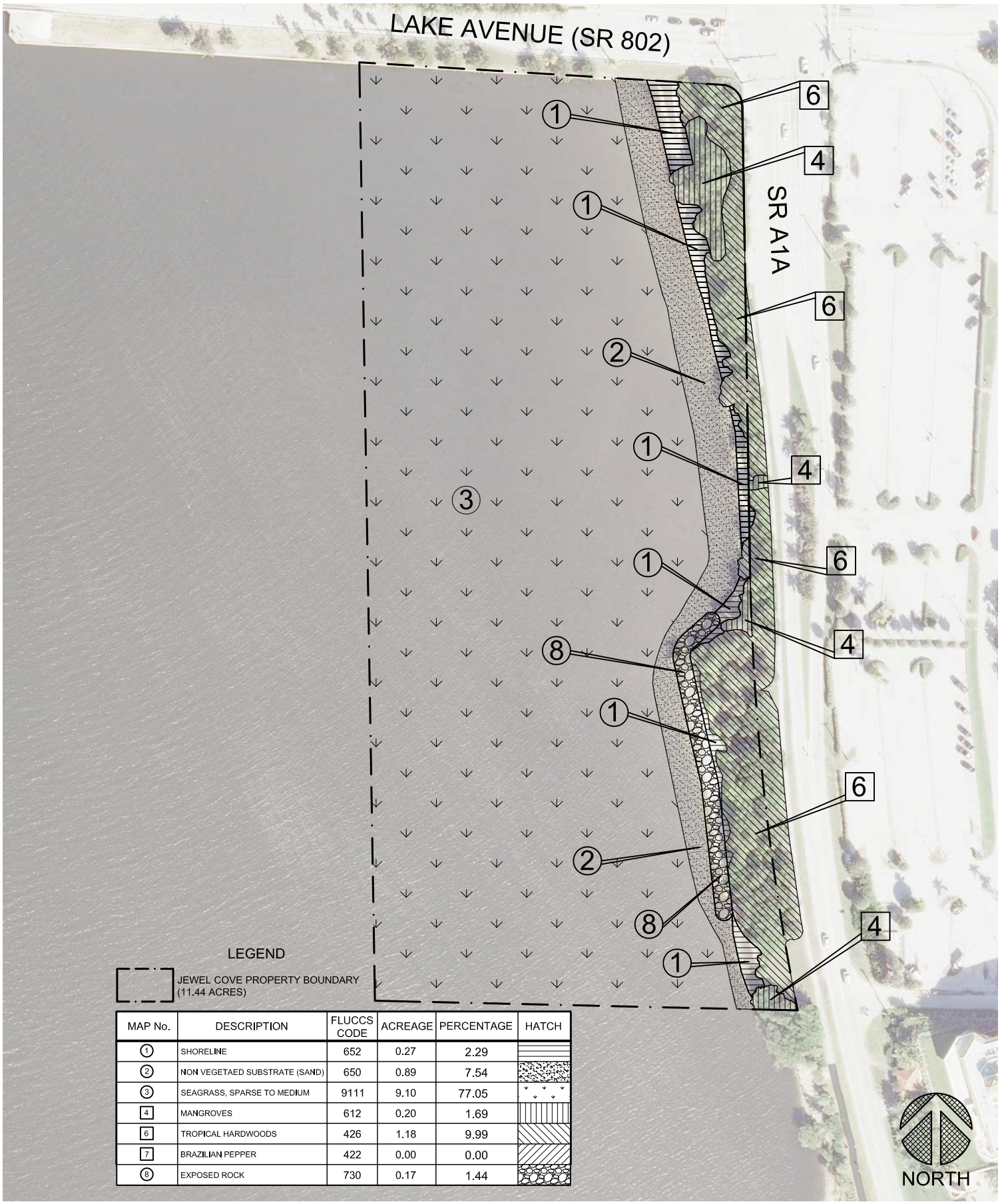
Project:
OLD BRIDGE PARK -NORTH
PUBLIC USE COMPONENTS

SEAL

Scale: 1" = 50'
Approved:
Drawn:
Checked:
Date:
Field Book No:

No:	Revision:	By:	Date:

PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2300 NORTH JOG ROAD, 4th FLOOR
WEST PALM BEACH, FLORIDA
(561) 233-2400



LEGEND

JEWEL COVE PROPERTY BOUNDARY (11.44 ACRES)

MAP No.	DESCRIPTION	FLUCCS CODE	ACREAGE	PERCENTAGE	HATCH
1	SHORELINE	652	0.27	2.29	
2	NON VEGETAED SUBSTRATE (SAND)	650	0.89	7.54	
3	SEAGRASS, SPARSE TO MEDIUM	9111	9.10	77.05	
4	MANGROVES	612	0.20	1.69	
6	TROPICAL HARDWOODS	426	1.18	9.99	
7	BRAZILIAN PEPPER	422	0.00	0.00	
8	EXPOSED ROCK	730	0.17	1.44	

T:\eer\engser\JEWEL COVE\Final\03 of 04_20120508_Jewel Cove_Proposed_.dwg

Sheet: 3
Of: 4

Project:
CITY OF LAKE WORTH
Old Bridge Park South
Site Plan

SEAL

Scale: 1" = 150'-0"
Approved: HR
Drawn: MLB
Checked: MLE
Date: 05/09/2012
Field Book No:

No:	Revision:	By:	Date:

PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2300 NORTH JOG ROAD, 4th FLOOR
WEST PALM BEACH, FLORIDA
(561) 233-2400

RESOLUTION NO. 24-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AND AUTHORIZING THE SUBMISSION OF AN APPLICATION IN PARTNERSHIP WITH PALM BEACH COUNTY FOR FUNDING ASSISTANCE FOR GRANT FUNDS IN AN AMOUNT OF $251,875 FROM THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) THROUGH THE WATERWAY ASSISTANCE PROGRAM FOR THE OLD BRIDGE PARK NATURAL AREA IMPROVEMENTS PROJECT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIND RESOLUTION FOR ASSISTANCE 2014 UNDER THE WATERWAYS ASSISTANCE PROGRAM THAT IS REQUIRED FOR SUBMISSION OF THE APPLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Florida Inland Navigation District (FIND) has made funds available to provide financial assistance to eligible public agencies and governmental entities for improvements to public boat ramps and launching facilities under its 2014 Waterways Assistance Program; and

WHEREAS, Palm Beach County (County) and the City desire to submit an application for funding assistance in the amount of $251,875 under the FIND 2014 Waterways Assistance Program for fifty percent (50%) of the cost of proposed improvements to the Old Bridge Park Natural Area; and

WHEREAS, FIND requires that the City submit an executed Resolution for Assistance 2014 under the Florida Inland Navigation Waterways Assistance Program (Resolution), provided for and attached as Exhibit A, to certify the City's acceptance of the terms and conditions set forth in FIND Rule 66B-2; and

WHEREAS, said Resolution will become part of the Project Agreement for any assistance awarded under the City's proposal.

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 Commission of the City of Lake Worth, Florida, hereby approves and authorizes the submission of an application in partnership with Palm Beach County for grant funds in an amount of $251,875 from the Florida Inland Navigation District made available through its 2014 Waterways Assistance Program.

Section 3: The City Commission of the City of Lake Worth, Florida, hereby approves and authorizes the Mayor to execute the Resolution for Assistance 2014 Under the Florida Inland Navigation District Waterway Assistance

Program (FIND Resolution) and all other related documents required for the submission of the City's application for assistance.

Section 4: Upon execution of the FIND Resolution, one original shall be forwarded to the City Manager's Office for submission with the original application.

Section 5**:** Upon execution of the Resolution, one copy shall be forwarded to the Public Services Director. The original shall be maintained by the City Clerk as public record of the City.

Section 6: This Resolution shall become effective upon its adoption.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted on this 6th day of May, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Exhibit A

ATTACHMENT E-6
RESOLUTION FOR ASSISTANCE 2014
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE City of Lake Worth is interested in carrying out the following described project for the enjoyment of the citizenry of Palm Beach County and the State of Florida:

Project Title Old Bridge Park Project

Total Estimated Cost $ 503,750

Brief Description of Project: The 12.92 acre Old Bridge Park Project lies along the eastern shoreline of the Lake Worth Lagoon within the City of Lake Worth. The project is divided north/south by the Lake Worth Bridge. Old Bridge North consists of a seawall replacement, installation of riprap, construction of a floating day use dock and gangway, parking lot improvements and a connecting pathway connecting Old Bridge South. Old Bridge South consists of the installation of riprap to project 700' of eroded shoreline, restoring wetland and upland habitats by clearing of exotic vegetation and replanting with natives. Along with the construction of a pathway, two informational kiosks will be installed along with several benches and signage.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the City of Lake Worth that the project described above be authorized,

AND, be it further resolved that said City of Lake Worth make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said City of Lake Worth,

AND, be it further resolved by the City of Lake Worth that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out

the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Lake Worth for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the City of Lake Worth at a legal meeting held on this _____day of _____ 2014.

_____	_____
Attest	Signature
_____	_____Mayor_____
Title	Title

(2)

Form No. 90-21 (Effective date 12-17-90, Rev. 10-14-92)

CITY OF LAKE WORTH

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

AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** Finance

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EXECUTIVE BRIEF

TITLE:
Resolution No. 25-2014 – second amendment to the Fiscal Year 2014 budget

SUMMARY:
The Resolution appropriates existing balances from several Funds. See attachment for more detail.

BACKGROUND AND JUSTIFICATION:
This amendment contains corrections to the amounts originally adopted based on a further review of the original budget and 1st budget amendment and adjust other accounts for current trends/costs.

The funds for all these adjustments are available within each of funds either through the transfer of appropriations among funds and departments or through the use of available fund balance.

MOTION:
I move to approve/disapprove Resolution No. 25-2014 to amend the Fiscal Year 2014 budget.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Detail of Proposed Changes
Resolution

Attachment 1
City of Lake Worth
FY2014 2nd Budget Amendment Proposed Changes

					Change to Use of Fund Balance
General Fund					
1 Transfer in unused City Match funding from Grant Fund		17,370			
	change to revenues		$ 17,370		
Legal					
1 Legal services - excluding Torcivia				$ 52,500	
2 Legal Services - Torcivia				$ 222,000	
				$ 274,500	
City Manager					
1 government relation services				$ 35,000	
Business llcenses					
1 software modification				$ 3,200	
Planning & Zoning					
1 position change to full-time				$ 4,845	
2 IT equipment for new staff				$ 5,050	
				$ 9,895	
Public Safety					
1 carryfoward equipment purchase				$ 18,000	
	change to expenditures			$ 340,595	
					$ 323,225
Code remediation Fund					
1 Legal services - Torcivia				$ 24,000	
	change to expenditures				$ 24,000
Grant Fund					
Federal Grants:					
1 Youth Empowerment and		57,121			
2 Increase use of CDBG		220,750			
3 Additional Fish and Wildlife Funding		30,000			
4 Adjust Justice Assistance Grant to actual		(17,833)			
5 Local Grant - Keep Palm Beach Beautiful		3,900			
			293,938		
1 CDBG - Wimbeley Gym and Infrastructure improvements				$ 220,750	
2 ARRA - Code remediation officer assistance				$ 46,334	
3 Youth empowerment				$ 55,702	
4 Fiber optic expansion for shuffleboard court				$ 18,088	
5 Bryant Park parking lot renovation				$ 91,392	
6 Keep Palm Beach Beautiful				$ 3,900	
7 State aid to library adjustment for actual prior year expenditures				$ (6,197)	
8 Transfer out unused City Match funding to General Fund				$ 17,370	
9 Transfer out unused City Match funding to Stormwater Fund				$ 66,370	
	change to expenditures			$ 513,709	
					$ 219,771
Capital Projects Fund					
1 Transfer-in: Closing of Casino Bldg and Beach Redevelopment Funds		97,265			
2 Remove G.O. Bonds proceeds		(6,600,000)			
	change to revenues		$ (6,502,735)		
1 Adjust general capital uncommitted funds				$ 96,574	
2 Adjust public services bldg for prior year expenses				$ (84,621)	
3 Adjust Road improvements for prior year expenses				$ (28,130)	
4 Playground equipment approved in PY				$ 83,600	
5 Appropriation for concession bldg using funds from lease of land				$ 65,000	
6 Adjust golf restoration for actual prior year expenses				$ 3,539	
7 Remove anticipated land acquisition with G.O. bond proceeds				$ (5,000,000)	
8 Purchase of Trojan House				$ 40,500	
9 Remove anticipated building renovations with G.O. bond proceeds				$ (1,600,000)	
	change to expenditures			$ (6,423,538)	
					$ 79,197
Beach Redevelopment Fund					
1 Repayment of Advance to Water Fund				$ 1,276,830	
2 Transfer out to Capital Projects to close this fund				$ 55,710	
	change to expenditures				$ 1,332,540
Casino Building Fund					
1 Transfer out to Capital Projects to close this fund				$ 41,555	

Attachment 1
City of Lake Worth
FY2014 2nd Budget Amendment Proposed Changes

					Change to Use of Fund Balance
	change to expenditures				$ 41,555
Water Fund					
1	Repayment of Advance to Beach Redevelopment fund	1,276,830			
	change to revenues		$ 1,276,830		
1	Revision to capital projects anticiapted for master infrastructure plan			$ (5,341,297)	
	change to expenditures			$ (5,341,297)	
					$ (6,618,127)
Local Sewer Fund					
1	Legal services - Torcivia			$ 2,000	
2	Revision to capital projects anticiapted for master infrastructure plan			$ (3,941,913)	
	change to expenditures				$ (3,939,913)
Stormwater Fund					
1	Transfer-in from Grants for unused City Match Funding	66,370			
	change to revenues		$ 66,370		
1	Legal services - excluding Torcivia			$ 2,500	
	change to expenditures			$ 2,500	
					$ (63,870)
Refuse Fund					
1	Legal services - excluding Torcivia			$ 2,500	
	change to expenditures				$ 2,500
Information Technology Internal Service Fund					
1	General Fund contribution for equipment purchase and software programming	8,250			
2	Transfer-in from Insurance Fund for claim proceeds to replace equip	8,510			
	change to revenues		$ 16,760		
1	Software programming costs			$ 3,200	
2	Equipment purchases			$ 13,560	
	change to expenditures			$ 16,760	
					$ -
Self-Insurance Fund					
1	Property & Liability - Legal services - Torcivia			$ (10,000)	
2	Worker's Compensation - Legal services - Torcivia			$ (25,000)	
3	Transfers out or claim proceeds to replace IT equipment			$ 8,510	
3	Adjustment to reserve based on above amendment			$ (15,503)	
	change to expenditures				$ (41,993)

RESOLUTION NO. 25-2014, 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.

WHEREAS, the City of Lake Worth, Florida (the "City") previously adopted the FY 2014 Annual Operating Budget pursuant to Resolution 40-2013 on September 30, 2013; and

WHEREAS, the City previously amended the FY 2014 Annual Operating Budget pursuant to Resolution 04-2014 on January 7, 2014; and

WHEREAS, the City finds it is necessary and essential to amend the FY 2014 Annual Operating Budget as set forth in this Resolution; and,

WHEREAS, adoption of the FY 2014 Annual Operating Budget amendments set forth herein serves a valid public purpose.

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

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

Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2013, and ending and including September 30, 2014.

Section 3 The funds and available resources and revenues that are set out in Exhibit "A" and incorporated herein by reference, be, and the same hereby are, appropriated to provide the monies to be used to pay the necessary operating and other expenses of the respective funds and departments of the City for the fiscal year.

Section 4. The sums, which are set out in Exhibit "A" and herein incorporated by reference, listed as operating and other expenses of the respective funds and departments of the City, be, and the same hereby are, appropriated and shall be paid out of the revenues herein appropriated for the fiscal year.

Section 5. The revenues and the expenses for which appropriations are hereby made, all set forth above, shall be as set out in the Amended City of Lake Worth Operating Budget for the fiscal year as attached in Exhibit "A".

Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City Manager and the Finance Director, shall be, and the same hereby are, fixed and adopted as the amended budget for the operation of the City and its other enterprises for the fiscal year.

Section 7. Except as amended in Exhibit "A" hereto and in exhibit "A" to Resolution 04-2014, the remainder of the Annual Operating Budget for the fiscal year remains in full force and effect.

Section 8. This Resolution shall become effective immediately upon 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 6th day of May, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

EXHIBIT A
Resolution xx-2014
City of Lake Worth
FY2014 2nd Budget Amendment
page 1 of 12

General Fund

	FY 2014 Original Budget	FY 2014 Revised Budget	FY 2014 2nd Budget Amendment	FY 2014 Amended Budget
Source of Funds				
Ad valorem	5,788,123	5,788,123	-	5,788,123
Sales, Use & Fuel	813,000	813,000	-	813,000
Franchise Fees	41,600	41,600	-	41,600
Utility Services Taxes	4,259,000	4,259,000	-	4,259,000
Business Licenses	660,000	660,000	-	660,000
Permits	138,000	138,000	-	138,000
State Shared Revenues	4,657,500	4,657,500	-	4,657,500
Shared revenue local units	1,031,243	1,031,243	-	1,031,243
General Government	244,790	244,790	-	244,790
Public Safety	395,000	395,000	-	395,000
Physical Environment	660,000	660,000	-	660,000
Transportation	33,000	33,000	-	33,000
Culture/Recreation	132,940	132,940	-	132,940
Judgments & Fines	72,000	72,000	-	72,000
Violations of Local Ordinances	211,500	211,500	-	211,500
Interest & other Earnings	61,000	61,000	-	61,000
Rents & Royalties	21,300	21,300	-	21,300
Other Miscellaneous Revenue	10,000	10,000	-	10,000
Contribution from Enterprise	9,850,464	9,850,464	-	9,850,464
Non-Operating Sources/Reimbursements	169,999	169,999	-	169,999
Transfers In	265,541	265,541	17,370	282,911
subtotal	29,516,000	29,516,000	17,370	29,533,370
Use of Fund Balance	372,060	626,950	323,225	950,175
Total Sources of Funds	29,888,060	30,142,950	340,595	30,483,545
Use of Funds				
City Commission	226,981	226,981	-	226,981
Internal Auditor	223,905	223,905	-	223,905
City Clerk	424,856	398,456	-	398,456
City Attorney	590,085	590,085	274,500	864,585
City Manager	472,562	485,312	35,000	520,312
Finance / OMB	1,452,902	1,497,652	-	1,497,652
Human Resources / Personnel	200,443	202,368	-	202,368
Community Sustainability - Admininstration	219,746	221,501	-	221,501
Community Sustainability / Business Licenses	105,652	111,502	3,200	114,702
Community Sustainability / Planning & Zoning	562,156	582,251	9,895	592,146
Community Sustainability / Code Enforcement	894,745	924,813	-	924,813
Public Safety - Police Services	15,057,593	15,057,593	18,000	15,075,593
Public Safety - Fire Services	2,890,607	3,008,583	-	3,008,583
Public Services - Administration	234,475	234,475	-	234,475
Public Services - Streets Maintenance	578,549	638,549	-	638,549
Public Services - Parking	11,998	11,998	-	11,998
Public Services - Grounds Maintenance	1,575,253	1,596,753	-	1,596,753
Public Services - Cemetery	282,872	282,872	-	282,872
Facilities Management- Custodial	86,385	86,385	-	86,385
Facilities Management- Maintenance	971,047	979,497	-	979,497
Leisure Services - Library	491,574	491,574	-	491,574
Leisure Services - Recreation / Athletics	407,509	407,509	-	407,509
Leisure Services - Rec / Facility Rentals	487,533	487,533	-	487,533
Leisure Services - Rec / Community Programs	457,725	413,896	-	413,896
Non-Departmental	80,000	80,000	-	80,000
Transfers Out- CRA & Building Fund	646,275	646,275	-	646,275
Transfer Out - Golf Course Operations	254,632	254,632	-	254,632
subtotal	29,888,060	30,142,950	340,595	30,483,545
Reserve for future use	-	-	-	-
Total Uses of Funds	29,888,060	30,142,950	340,595	30,483,545
Fund Balance Analysis:				
Actual Available Fund Balance / Estimated	5,399,134	4,237,941	-	4,237,941
Use of fund balance	(372,060)	(626,950)	(323,225)	(950,175)
Estimated Remaining Available Fund Balance	5,027,074	3,610,991	(323,225)	3,287,766

City of Lake Worth
FY 2014
2nd Budget Amendment

EXHIBIT A
Resolution xx-2014
City of Lake Worth
FY2014 2nd Budget Amendment
page 2 of 12

Code Remediation Fund

	FY 2014 Original Budget	FY 2014 Revised Budget	FY 2014 2nd Budget Amendment	FY 2014 Amended Budget
Source of Funds				
Transfers In	202,411	202,411	-	202,411
subtotal	202,411	202,411	-	202,411
Use of Fund Balance	92,414	92,414	24,000	116,414
Total Sources of Funds	294,825	294,825	24,000	318,825
Use of Funds				
Code Enforcement	294,825	294,825	24,000	318,825
subtotal	294,825	294,825	24,000	318,825
Reserve for future use	-	-	-	-
Total Uses of Funds	294,825	294,825	24,000	318,825
Fund Balance Analysis:				
Actual Available Fund Balance / Estimated	92,414	679,274	-	679,274
Use of fund balance	(92,414)	(92,414)	(24,000)	(116,414)
Estimated Remaining Fund Balance	-	586,860	(24,000)	562,860

City of Lake Worth
FY 2014
2nd Budget Amendment

EXHIBIT A
Resolution xx-2014
City of Lake Worth
FY2014 2nd Budget Amendment
page 3 of 12

Grants

		FY 2014 Original Budget	FY 2014 Revised Budget	FY 2014 2nd Budget Amendment	FY 2014 Amended Budget
Source of Funds					
Federal Grants:					
Culture/Recreation		16,669	16,669	57,121	73,790
Physical Enviornment		1,837,396	2,049,792	250,750	2,300,542
Public Safety		27,469	27,469	(17,833)	9,636
Total Federal Grants		1,881,534	2,093,930	290,038	2,383,968
Grants From Local Units - culture/recreation		-	-	3,900	3,900
subtotal		1,881,534	2,093,930	293,938	2,387,868
Use of Fund Balance		-	-	219,771	219,771
Total Sources of Funds		1,881,534	2,093,930	513,709	2,607,639
Use of Funds					
CDBG - Wimbeley Gym	CD1104	-	-	200,000	200,000
CDBG - Infrastructure		1,047,396	1,259,792	20,750	1,280,542
ARRA Justice Assistance Grant	AR1003	27,469	27,469	46,334	73,803
DOJ -	DJ1105	-	-	43,102	43,102
DOJ - Fiber Optics Expansion	DJ1104	-	-	18,088	18,088
Youth Empowerment	FG1303	-	-	8,400	8,400
Youth Empowerment	FG1406	-	-	4,200	4,200
Fish & Wildlife -Bryant Park parking lot	FW1001	-	-	91,392	91,392
State Aid to Library	SG1302	16,669	16,669	(6,197)	10,472
LG1303 - Keep Palm Beach Beautiful	LG1303	-	-	3,900	3,900
Urban and Community Forest Program		15,000	15,000	-	15,000
Cycle for Transportation Alternatives Program		775,000	775,000	-	775,000
Transfers Out		-	-	83,740	83,740
subtotal		1,881,534	2,093,930	513,709	2,607,639
Reserve for future use		-	-	-	-
Total Uses of Funds		1,881,534	2,093,930	513,709	2,607,639
Fund Balance Analysis:					
Actual Available Fund Balance / Estimated		-	219,771	-	219,771
Use of fund balance		-	-	(219,771)	(219,771)
Estimated Remaining Fund Balance		-	219,771	(219,771)	-
Transfers out					
General Fund		-	-	17,370	17,370
Stormwater		-	-	66,370	66,370
		-	-	83,740	83,740

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City of Lake Worth
FY 2014
2nd Budget Amendment
Capital Projects Fund

EXHIBIT A
Resolution xx-2014
City of Lake Worth
FY2014 2nd Budget Amendment
page 4 of 12

	FY 2014 Original Budget	FY 2014 Revised Budget	FY 2014 2nd Budget Amendment	FY 2014 Amended Budget
Source of Funds				
Other Miscellaneous Rev				
Transfers In	-	142,370	97,265	239,635
subtotal	-	142,370	97,265	239,635
Use of Fund Balance	2,641,845	2,992,995	79,197	3,072,192
Total Sources of Funds	2,641,845	3,135,365	176,462	3,311,827
Use of Funds				
General Improvements	140,543	282,913	96,574	379,487
Public Services Bldg	1,261,028	1,261,028	(84,621)	1,176,407
Road Improvements	-	345,400	(28,130)	317,270
Park Furnishings	-	5,750	83,600	89,350
Bryant Park Concession Bluilding	-	-	65,000	65,000
Golf course restoration	108,774	108,774	3,539	112,313
Roof replacement - Bryant Park	30,000	30,000	-	30,000
Gym and Public safety building air conditioners	79,000	79,000	-	79,000
City Hall alarm system & electric upgrade	40,000	40,000	-	40,000
Shuffle Board Court renovation	37,500	37,500	-	37,500
Gymansium floor/Bleachers	95,000	95,000	-	95,000
Land acquisition	5,000,000	5,000,000	(4,959,500)	40,500
Building renovations	1,600,000	1,600,000	(1,600,000)	-
subtotal Capital Projects	8,391,845	8,885,365	(6,423,538)	2,461,827
Transfers Out	900,000	900,000	-	900,000
Non Operating				-
Debt Proceeds	(6,600,000)	(6,600,000)	6,600,000	-
Repayment from Beach Fund - P & I	(50,000)	(50,000)	-	(50,000)
subtotal	2,641,845	3,135,365	176,462	3,311,827
Reserve for future use	-	-	-	-
Total Uses of Funds	2,641,845	3,135,365	176,462	3,311,827
Fund Balance Analysis:				
Actual Available Fund Balance / Estimated	2,641,845	3,072,192		3,072,192
Use of fund balance	(2,641,845)	(2,992,995)	(79,197)	(3,072,192)
Estimated Remaining Fund Balance	-	79,197	(79,197)	-
Transfers In				
Casino Building Fund	-	142,370	41,555	183,925
Beach Redevelopment - close fund			55,711	55,711
	-	142,370	97,266	239,636
Transfers Out				
Park of Commerce Fund	700,000	700,000		700,000
Code Remediation Fund	200,000	200,000		200,000
	-	-		-
	900,000	125,000	-	900,000

4/29/2014

City of Lake Worth
FY 2014
2nd Budget Amendment

EXHIBIT A
Resolution xx-2014
City of Lake Worth
FY2014 2nd Budget Amendment
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Beach Redevelopment Fund

	FY 2014 Original Budget	FY 2014 Revised Budget	FY 2014 2nd Budget Amendment	FY 2014 Amended Budget
Source of Funds				
subtotal	-	-	-	-
Use of Fund Balance	-	-	1,332,540	1,332,540
Total Sources of Funds	-	-	1,332,540	1,332,540
Use of Funds				
Repayment of Advance	-	-	1,276,830	1,276,830
Transfers Out - to close fund	-	-	55,710	55,710
subtotal	-	-	1,332,540	1,332,540
Reserve for future use	-	-	-	-
Total Uses of Funds	-	-	1,332,540	1,332,540
Fund Balance Analysis:				
Actual Available Fund Balance / Estimated	-	-	1,332,540	1,332,540
Use of fund balance	-	-	(1,332,540)	(1,332,540)
Reserve for future use	-	-	-	-
Estimated Remaining Fund Balance	-	-	-	-

City of Lake Worth
FY 2014
2nd Budget Amendment

EXHIBIT A
Resolution xx-2014
City of Lake Worth
FY2014 2nd Budget Amendment
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Casino Fund

	FY 2014 Original Budget	FY 2014 Revised Budget	FY 2014 2nd Budget Amendment	FY 2014 Amended Budget
Source of Funds				
subtotal	-	-	-	-
Use of Fund Balance	-	142,370	41,555	183,925
Total Sources of Funds	-	142,370	41,555	183,925
Use of Funds				
Transfer out	-	142,370	-	142,370
Transfer out - to close fund	-	-	41,555	41,555
subtotal	-	142,370	41,555	183,925
Reserve for future use	-	-	-	-
Total Uses of Funds	-	142,370	41,555	183,925
Fund Balance Analysis:				
Actual Available Fund Balance / Estimated	-	183,925	-	183,925
Use of fund balance	-	(142,370)	(41,555)	(183,925)
Estimated Remaining Fund Balance	-	41,555	(41,555)	-

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City of Lake Worth
FY 2014
2nd Budget Amendment

EXHIBIT A
Resolution xx-2014
City of Lake Worth
FY2014 2nd Budget Amendment
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Water Fund

	FY 2014 Original Budget	FY 2014 Revised Budget	FY 2014 2nd Budget Amendment	FY 2014 Amended Budget
Source of Funds				
Physical Environment	12,244,470	12,244,470	-	12,244,470
Violation of Lake Worth Ordinance	500	500	-	500
Interest & other Earnings	107,838	107,838	-	107,838
Spec Assess/Impact	5,000	5,000	-	5,000
Transfers In/Advances	166,667	166,667	1,276,830	1,443,497
subtotal	12,524,475	12,524,475	1,276,830	13,801,305
Use of Net Assets	9,033,816	12,024,203	-	5,406,076
Total Sources of Funds	21,558,291	24,548,678	1,276,830	19,207,381
Use of Funds				
Administration	-	-	-	-
Pumping	405,459	525,459	-	525,459
Water Treatment Plant	4,637,314	4,810,814	-	4,810,814
Transmission & Distrib.	1,390,181	1,591,831	-	1,591,831
Non-Departmental Other	106,838	106,838	-	106,838
Interfund Admin Services	1,468,466	1,468,466	-	1,468,466
Contribution to General Fund	1,030,564	1,030,564	-	1,030,564
Transfers Out - Master Plan Project Fund	6,151,297	6,151,297	(5,341,297)	810,000
Capital Outlay	2,506,400	5,001,637	-	5,001,637
Debt Payments- Principal	1,034,214	1,034,214	-	1,034,214
Debt Payments- Interest	770,984	770,984	-	770,984
Depreciation	2,056,574	2,056,574	-	2,056,574
subtotal	21,558,291	24,548,678	(5,341,297)	19,207,381
Reserve for future use	-	-	6,618,127	-
Total Uses of Funds	21,558,291	24,548,678	1,276,830	19,207,381
Net Assets Analysis:				
Actual Available Net Assets / Estimated	19,097,471	20,152,689	-	20,152,689
Use of Net Assets	(9,033,816)	(12,024,203)	6,618,127	(5,406,076)
Non Cash Items- Depreciation	2,056,574	2,056,574	-	2,056,574
Less Cash Advances:				
Grant Fund	(395,000)	-	-	-
Beach Project	(3,150,000)	(1,276,830)	1,276,830	-
Casino Project	(3,833,333)	(3,833,333)	-	(3,833,333)
Estimated Remaining Net Assets	4,741,896	5,074,897	7,894,957	12,969,854
Capital Outlay	2,506,400	5,001,637	-	5,001,637
* Treatment	2,146,400	4,909,137	-	4,909,137
* Distribution	360,000	92,500	-	92,500
* Non-Departmental	-	-	-	-

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City of Lake Worth
FY 2014
2nd Budget Amendment

EXHIBIT A
Resolution xx-2014
City of Lake Worth
FY2014 2nd Budget Amendment
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Local Sewer Fund

	FY 2014 Original Budget	FY 2014 Revised Budget	FY 2014 2nd Budget Amendment	FY 2014 Amended Budget
Source of Funds				
Physical Environment	6,352,524	6,352,524	-	6,352,524
Interest & other Earnings	73,412	73,412	-	73,412
Spec Assess/Impact	5,000	5,000	-	5,000
subtotal	6,430,936	6,430,936	-	6,430,936
Use of Net Assets	4,922,756	6,035,889	-	2,095,976
Total Sources of Funds	11,353,692	12,466,825	-	8,526,912
Use of Funds				
Pumping	813,893	828,293	-	828,293
Sewer Collection	1,256,043	1,256,043	2,000	1,258,043
Non-Departmental Other	37,686	37,686	-	37,686
Regional System Expense	2,483,257	2,483,257	-	2,483,257
Interfund Admin Services	858,469	858,469	-	858,469
Contribution to General Fund	595,817	595,817	-	595,817
Transfers Out - Master Plan Project Fund	4,225,014	4,225,014	(3,941,913)	283,101
Capital Outlay	480,000	1,578,733	-	1,578,733
Depreciation	603,513	603,513	-	603,513
subtotal	11,353,692	12,466,825	(3,939,913)	8,526,912
Reserve for future use	-	-	3,939,913	-
Total Uses of Funds	11,353,692	12,466,825	-	8,526,912
Net Assets Analysis:				
Actual Available Net Assets / Estimated	7,018,745	10,485,360	-	10,485,360
Use of Net Assets	(4,922,756)	(6,035,889)	3,939,913	(2,095,976)
Adjustment for Non Cash Item- Depreciation	603,513	603,513	-	603,513
Estimated Remaining Net Assets	2,699,502	5,052,984	3,939,913	8,992,897
Capital Outlay	480,000	1,578,733	-	1,578,733
Pumping	85,000	85,000	-	85,000
Sewer Collection	395,000	1,493,733	-	1,493,733

City of Lake Worth
FY 2014
2nd Budget Amendment

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Stormwater Fund

	FY 2014 Original Budget	FY 2014 Revised Budget	FY 2014 2nd Budget Amendment	FY 2014 Amended Budget
Source of Funds				
Physical Environment	2,107,000	2,107,000	-	2,107,000
Interest & other Earnings	46,936	46,936	-	46,936
Transfers In	-	-	66,370	66,370
subtotal	2,153,936	2,153,936	66,370	2,220,306
Use of Fund Balance	2,086,340	2,454,696	-	2,390,826
Total Sources of Funds	4,240,276	4,608,632	66,370	4,611,132
Use of Funds				
Stormwater	1,254,765	1,285,118	2,500	1,287,618
Non-Department Other	1,829	1,829	-	1,829
Interfund Admin Services	138,522	138,522	-	138,522
Contribution to General Fund	164,071	164,071	-	164,071
Transfers Out - Master Plan Project Fund	2,106,960	2,106,960	-	2,106,960
Capital Outlay	297,780	635,783	-	635,783
Depreciation	276,349	276,349	-	276,349
subtotal	4,240,276	4,608,632	2,500	4,611,132
Reserve for future use	-	-	63,870	-
Total Uses of Funds	4,240,276	4,608,632	66,370	4,611,132
Net Assets Analysis:				
Actual Available Net Assets / Estimated	3,223,077	4,371,308	-	4,371,308
Use of Net Assets	(2,086,340)	(2,454,696)	63,870	(2,390,826)
Adjustment for Non Cash Item- Depreciation	276,349	276,349	-	276,349
Estimated Remaining Net Assets	1,413,086	2,192,961	63,870	2,256,831

City of Lake Worth
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Refuse Fund

	FY 2014 Original Budget	FY 2014 Revised Budget	FY 2014 2nd Budget Amendment	FY 2014 Amended Budget
Source of Funds				
Taxes	5,150	5,150	-	5,150
Franchise Fees	5,200	5,200	-	5,200
Physical Environment	5,092,600	5,092,600	-	5,092,600
Interest & other Earnings	11,500	11,500	-	11,500
subtotal	5,114,450	5,114,450	-	5,114,450
Use of Fund Balance	311,246	592,308	2,500	594,808
Total Sources of Funds	5,425,696	5,706,758	2,500	5,709,258
Use of Funds				
Residential Collection	2,259,592	2,414,384	2,500	2,416,884
Commercial Collection	975,548	1,273,836	-	1,273,836
Recycling	593,694	621,983	-	621,983
Rolloffs	436,285	429,132	-	429,132
Non-Department Other	195,306	2,152	-	2,152
Interfund Admin Services	190,193	190,193	-	190,193
Contribution to General Fund	439,651	439,651	-	439,651
Transfers Out(SWA Annual Assessment refund)	255,174	255,174	-	255,174
Depreciation	80,253	80,253	-	80,253
subtotal	5,425,696	5,706,758	2,500	5,709,258
Reserve for future use	-	-	-	-
Total Uses of Funds	5,425,696	5,706,758	2,500	5,709,258
Net Assets Analysis:				
Actual Available Net Assets / Estimated	2,448,597	2,958,531	-	2,958,531
Use of Net Assets	(311,246)	(592,308)	(2,500)	(594,808)
Adjustment for Non Cash Item- Depreciation	80,253	80,253	-	80,253
Estimated Remaining Net Assets	2,217,604	2,446,476	(2,500)	2,443,976
Capital Outlay	-	-	-	-
Residential	-	-	-	-
Commercial	-	-	-	-

City of Lake Worth
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Information Technology Fund

	FY 2014 Original Budget	FY 2014 Revised Budget	FY 2014 2nd Budget Amendment	FY 2014 Amended Budget
Source of Funds				
General Government	1,465,338	1,465,338	-	1,465,338
Capital Contributions	-	23,250	8,250	31,500
Transfer In	-	-	8,510	8,510
subtotal	1,465,338	1,488,588	16,760	1,505,348
Use of Fund Balance	83,171	301,476	-	301,476
Total Sources of Funds	1,548,509	1,790,064	16,760	1,806,824
Use of Funds				
Technical	1,290,683	1,322,083	3,200	1,338,843
Capital	170,000	380,155	13,560	380,155
Depreciation	87,826	87,826	-	87,826
subtotal	1,548,509	1,790,064	16,760	1,806,824
Reserve for future use	-	-	-	-
Total Uses of Funds	1,548,509	1,790,064	16,760	1,806,824
Net Assets Analysis:				
Actual Available Net Assets / Estimated	279,721	799,539	-	799,539
Use of Net Assets	(83,171)	(301,476)	-	(301,476)
Estimated Remaining Fund Balance	196,550	498,063	-	498,063

City of Lake Worth
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Self Insurance Fund

	FY 2014 Original Budget	FY 2014 Revised Budget	FY 2014 2nd Budget Amendment	FY 2014 Amended Budget
Source of Funds				
General Government	1,742,360	1,742,360	-	1,742,360
Interest & Other Earnings	35,000	35,000	-	35,000
Transfers/Advances	83,333	83,333	-	83,333
subtotal	1,860,693	1,860,693	-	1,860,693
Use of Fund Balance	8,017,498	8,017,498	-	7,975,505
Total Sources of Funds	9,878,191	9,878,191	-	9,836,198
Use of Funds				
Property & Liability	1,293,224	1,468,798	(10,000)	1,458,798
Worker's Compensation	442,035	570,581	(25,000)	545,581
Non-Departmental	4,152	4,152	-	4,152
Transfers Out	-	-	8,510	8,510
Contingency - For Future Use	8,138,780	7,834,660	(15,503)	7,819,157
subtotal	9,878,191	9,878,191	(41,993)	9,836,198
Reserve for future use	-	-	41,993	-
Total Uses of Funds	9,878,191	9,878,191	-	9,836,198
Net Assets Analysis:				
Actual Available Net Assets / Estimated	8,017,498	7,975,505	-	7,975,505
Reserve for future use	121,282	(182,838)	26,490	(156,348)
Reserves	(8,138,780)	(7,834,660)	15,503	(7,819,157)
Estimated Remaining Net Assets	-	(41,993)	41,993	-
Schedule of Reserves:				
Catastrophe Reserve	5,168,918	5,168,918	0	5,168,918
Reserve for Estimated Losses for Worker Compensation	1,163,000	1,163,000	0	1,163,000
Reserve for Estimated Losses for Auto Liability	549,000	549,000	0	549,000
Reserve for Estimated Losses for Building Deductibles	(658,805)	(962,925)	(15,503)	(978,428)
Advance to Casino Building project	1,916,667	1,916,667	-	1,916,667
	8,138,780	7,834,660	(15,503)	7,819,157

CITY OF LAKE WORTH

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

AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** City Attorney

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EXECUTIVE BRIEF

TITLE:
Request for Voluntary Termination of License Agreement

SUMMARY:
Property owners have requested a termination of a 2005 License Agreement to use City property.

BACKGROUND AND JUSTIFICATION:
In 2005, the City entered a license agreement with Dale R. Hulen and Kathleen A. Hulen, who own property at 509 Sunrise Court in the City of Lake Worth. A copy of the recorded license agreement is attached. The Hulens sought to use a portion of the adjacent City right-of-way to store their recreational vehicle (behind an installed wood fence). At this time, the Hulens are requesting to voluntarily terminate the license agreement as they no longer have the recreational vehicle. Terminating the license agreement will also relieve the Hulens of having to provide property insurance for the City's right-of-way. The Hulens have removed the wooden fence and have signed the voluntary termination of license agreement (attached) prepared by the City Attorney. Upon the City's execution, the City will record the voluntary termination in the public records.

MOTION:
I move to approve/deny the Hulen's request to voluntarily terminate the license agreement and direct the Mayor and Clerk to execute the same and have the termination agreement recorded.

FISCAL IMPACT:
Fiscal Impact Analysis – not applicable

ATTACHMENT(S):
Recorded License Agreement
Voluntary Termination of License Agreement

Law Offices
VANCE, DONEY & MacGIBBON, P.A.
SUITE 610 - THE FORUM
1665 PALM BEACH LAKES BOULEVARD
WEST PALM BEACH, FLORIDA 33401

William P. Doney
B. Douglas MacGibbon

James W. Vance
Retired

Telephone (561) 684-5544
Facsimile (561) 684-0833
Email: vancedoneypa@yahoo.com

February 3, 2005

Dale Hulen
718-4206

Larry A. Karns, Esquire
7 North Dixie Highway
Lake Worth, FL 33460

Re: Dale and Kathleen Hulen sale to City of Lake Worth
Lot 13, Sunrise Court

Dear Larry:

Enclosed are the following:

1. Original Contract for Sale and Purchase together with the Addendum thereto. Please have these documents executed by the appropriate City representative and either return the original to me or, if you would like to keep the original, please return a copy.

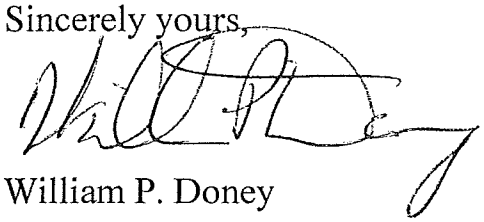
2. Original License Agreement. Please have this document executed by the Mayor and City Clerk and return the original to me for recording.

3. Five (5) original HUD-1 Uniform Settlement Statements. Please have these documents executed and return two originals to me.

4. Original title insurance Commitment and Closing Protection Letter.

In the mean time, I understand that you will be wiring the settlement proceeds into this law firm's trust account and that you have no objection to my disbursing the funds prior to the return of the enclosed documents upon execution.

Sincerely yours,



William P. Doney

WPD/ks
Enclosures
cc: Dale and Kathleen Hulen
Barry Balmuth, Esquire

CFN 20050151008
OR BK 18269 PG 1745
RECORDED 03/16/2005 14:11:11
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTR
Pgs 1745 - 1751; (7pgs)

Prepared by
and Return to:

Barry S. Balmuth, Esq.
Barry S. Balmuth, P.A.
1601 Forum Place, Suite 1101
West Palm Beach, Florida 33401

LICENSE AGREEMENT

THIS AGREEMENT made on this 10th day of February, 2005, between the City of Lake Worth (the City) and Dale R. Hulen and Kathleen A. Hulen, his wife (the Licensees).

WITNESSETH

WHEREAS, the Licensees are the owners of land situate in Section 28, Township 44 South, Range 43 East, Palm Beach County, Florida, being Lots 13 ("Lot 13") and 14 ("Lot 14"), Sunrise Court, According to the Plat Thereof, as recorded in Plat Book 12, Page 52 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the City wishes to purchase Lot 13;

WHEREAS, Licensees wish to sell Lot 13 but wish to have a License to continue to use the northerly 14 feet of said Lot 13 for the placement of a recreational vehicle thereon and/or for other uses consistent with the residential use of Lot 14 for the duration of their fee ownership of, and residence at, Lot 14;

WHEREAS, the City for and in consideration of the restrictions and covenants herein contained and in conjunction with the sale by Licensees of the Lot 13 to the City, hereby Licenses the use of land situate in Section 28, Township 44 South, Range 43 East, Palm Beach County, Florida, being the northerly 14 feet of Lots 13, Sunrise Court, According to the Plat Thereof, as recorded in Plat Book 12, Page 52 of the Public Records of Palm Beach County, Florida (the "Property") to Licensees in accordance with the terms of this License.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF PROPERTY BY LICENSEES/TERM

The Licensees shall have license to use the Property for the placement of a recreational vehicle thereon and/or for other uses consistent with the residential use of the adjacent Lot 14 (e.g., recreational uses, placement or maintenance of landscaping thereon, and placement or maintenance of outdoor furniture, B-B-Q

etc.). No improvement(s) of any kind shall be made to the Property other than a fence of a materially similar type to that which existed on the Property on January 20, 2004, and any recreational vehicle, furniture, or other personal property placed on the Property shall be temporary and movable in nature. This instrument grants a license for such use to the Licensees, and does not grant a property interest or an estate in the Property. This license shall expire upon the earlier of the termination of both Dale R. Hulen and Kathleen A. Hulen's fee ownership of Lot 14, regardless of the manner of termination and whether said termination is voluntary or involuntary, or the lease by one or both of Dale R. Hulen and Kathleen A. Hulen of the improvement constructed on Lot 14. Accordingly, subject to the provisions of this License Agreement, the License shall continue so long as at least one of Dale R. Hulen and Kathleen A. Hulen are alive and fee owners of the Lot 14 and have not leased the building constructed thereon.

ARTICLE II
NO ASSIGNMENT, TRANSFER, ALIENATION

Licensees shall not sell, sublet, assign, transfer, mortgage, pledge, or otherwise dispose in any way of this License whether for consideration or not and whether voluntary or involuntary. This License shall not be subject to attachment or susceptible of anticipation of alienation. Any attempted sale, subletting, assignment, transfer, mortgage, pledge, disposition, attachment, anticipation, or alienation shall be ineffective to transfer any interest in this License whatsoever and shall cause License to automatically terminate.

ARTICLE III
CONDITIONS OF PROPERTY AND MAINTENANCE

The Licensees, at their own expense, shall cause the Property and any fence, of a materially similar type to that which existed on the Property on January 20, 2004, and any recreational vehicle, furniture, or other personal property placed on the Property, to be in a state of good condition from the commencement of this License. The Licensees shall maintain and keep the Property in a safe, clean condition, free of grease or refuse and debris. Determination of the condition of the Property and any fencing or personal property thereon shall be made by the City.

ARTICLE IV
INDEMNIFICATION

The Licensees agrees that they will indemnify, hold and save the City, its officers, agents, contractors and employees whole and harmless and at City's option defend same from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments of any nature recovered from or

asserted against the City on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by any act, omission, negligence or misconduct on the part of Licensee or any of their agents, servants, employees, contractors, guests, licensees or invitees or of any other person entering upon the Property used hereunder with the express or implied invitation or permission of Licensees, or when any such injury or damage is the result, proximate or remote, of the violation by Licensees or any of their agents, servants, employees, contractors, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when such injury or damage may in any other way arise from or out of the use by Licensee, their agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Property used hereunder, or arises out of any action challenging the granting or legality of this License. Licensees covenant and agree that in case City shall be made party to any litigation against Licensee, or in any litigation commenced by any party against any party other than Licensees relating to this License or to the Property used hereunder, then Licensee shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon City by virtue of any such litigation, including appeals.

ARTICLE V
INSURANCE

Licensees shall, at their expense, maintain at all times during the term of this License, public liability insurance protecting the City and Licensees against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the Property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Licensees, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less One Million Dollars ($1,000,000) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than One Hundred Thousand Dollars ($100,000) for property damage, or a combined coverage of not less than One Million Dollars ($1,000,000). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the City is given at least sixty (60) days prior written notice of such cancellation or modification. Licensees shall provide the City with certificates showing such insurance to be in place and showing the City as an additional named insured under the policy(s). Failure to procure said insurance within ten (10) days of the grant of this License or failure to keep such insurance in place shall result in the automatic termination of this License.

ARTICLE VI
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved on the Property shall be at the risk of the Licensees or the owner thereof. The City shall not be liable to the Licensees or owner for any damage to said personal property.

ARTICLE VII
CITY'S RIGHT OF ENTRY

The City or any of its agents, shall have the right to enter upon the Property following the time frames below, for the purpose of inspecting the Property, or to gain access to or repair any utilities located within any City easement. Such right of entry shall, likewise, exist for the purpose of removing structures, improvements, alterations or landscaping which do not conform to this License. Any removal of the above, or damages to the allowed improvements or landscaping made by the City and necessitated by the Licensees' use of said Property, shall be at the sole expense of the Licensees. Further, the City shall not be responsible for the restoration of the Property, its fixtures, fences, wall, or landscaping, in the event such are damaged or removed by the City in order to inspect, repair or gain access to its utilities located on the land which is the subject of this License. Additionally, any expenses incurred by the City, but not paid by the Licensees, in removing such improvements or landscaping shall become a lien upon the Licensees' abutting property, which may be foreclosed upon.

TIME FRAMES

EMERGENCY ENTRY: In cases of emergency, the City may remove authorized or unauthorized improvements or personal property as necessary in the time necessary without notice to the Licensees to facilitate the abatement of the emergency .

NON-EMERGENCY ENTRY: In cases where the entry is for a non-emergency purpose, the City will give the Licensees no less than 48 hours notice before entering the Property. This notice may be effectuated by verbal or written means and such notice will be documented by the city official or employee giving such notice.

ARTICLE VIII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to the Licensees and mailed regular mail or hand delivered to Dale R.

Hulen or Kathleen A. Hulen, 509 Sunrise Court, Lake Worth, Florida 33460, shall constitute sufficient notice to the Licensees, and written notice addressed to the City Manager and mailed regular mail or hand delivered to the City of Lake Worth, 7 North Dixie Highway, Lake Worth, Florida 33460, shall constitute sufficient notice to the City to comply with the terms. Any of the foregoing addresses may be changed by giving notice of such change in the foregoing manner.

ARTICLE IX
SURRENDER OF Property

At the expiration or termination of this License, Licensees if alive shall, without demand, quietly and peaceably deliver possession of the Property free of any wall, fences, or other like fixtures or improvements. The Licensees shall be responsible for the expenses of putting the Property in said condition. If said Property is not in such condition, at the expiration or cancellation of this License, Licensees hereby agrees that the City shall have the right to restore the Property to such condition. The Licensees agrees to reimburse the City for all such expenses within thirty (30) days of mailing of a statement to the Licensees at the address indicated in Article VIII. If not so paid, the expenses incurred by the City in doing so shall become a lien upon any real or property of Licensees and may be foreclosed upon or collected in the same manner as a judgment, or the City, at its option, may seek such other remedies as may be allowable by law.

ARTICLE X
RECORDING OF THIS DOCUMENT

This document shall be recorded in the public records of Palm Beach County, Florida.

LICENSEES FURTHER STATE THAT THEY HAVE CAREFULLY READ THE FOREGOING LICENSE AND KNOW THE CONTENTS THEREOF AND FULLY REALIZE ITS MEANING AND SIGN THIS LICENSE OF THEIR OWN FREE WILL.

IN WITNESS WHEREOF, the parties have hereunto executed this License for the purposes herein expressed the day and year first above written.

CITY OF LAKE WORTH

By: _____
Rodney G. Romano, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

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

Licensees

_____
Signature of Witness

_____
Dale R. Hulen

_____
Printed Name of Witness

_____
Signature of Witness

_____
Kathleen A. Hulen

_____
Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 25th day of January, 2005, by Dale R. Hulen, who is personally known to me or who has produced Fla. Driving License as identification and who did (did not) take an oath.

NOTARY

Kriste L Smalley
MY COMMISSION # DD111174 EXPIRES
May 7, 2006
BONDED THRU TROY FAIN INSURANCE, INC

_____ PRINTED NAME OF NOTARY

My Commission Expires:

The foregoing instrument was acknowledged before me this 25th day of January, 2005, by Kathleen A. Hulen, who is personally known to me or

who has produced Fla. Driver's License as identification and who did (did not) take an oath.

NOTARY

Kriste L Smalley
MY COMMISSION # DD111174 EXPIRES
May 7, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Kriste L Smalley PRINTED NAME OF NOTARY

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by Rodney G. Romano, as Mayor of the City of Lake Worth and Pamela J. Lopez, as City Clerk of the City of Lake Worth, who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.

NOTARY

PRINTED NAME OF NOTARY

My Commission Expires:

Joni L. Taurosa
Commission # DD358378
Expires: OCT. 16, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Prepared by and return to:
City of Lake Worth
7 N. Dixie Highway
Lake Worth, FL 33460

VOLUNTARY TERMINATION OF LICENSE AGREEMENT

THIS VOLUNTARY TERMINATION (the "Termination") is made on the _____ day of _____, 2014, by the City of Lake, Florida, a municipal corporation, whose address is 7 North Dixie Highway, Lake Worth, Florida 33460 (the "City") and Dale R. Hulen and Kathleen A. Hulen, whose address is 509 Sunrise Court, Lake Worth, Florida 33460 (the "Licensee").

WHEREAS, the City and Licensee entered a License Agreement on February 10, 2005, in order for the Licensee to use a portion of the City's property adjacent to the Licensee's property at 509 Sunrise Court (the "License Agreement"); and

WHEREAS, the License Agreement was recorded in the official records in and for Palm Beach County at Official Book 18269, Page 1745; and

WHEREAS, the City and Licensee desire to voluntarily terminate the License Agreement and end the Licensee's use of the City's property and all obligations associated therewith.

NOW THEREFORE, in consideration of the mutual promises contained herein and in the License Agreement, the sufficiency of which is acknowledged by both parties, the City and Licensee agree as follow:

1. The above recitals are true and correct statements and incorporated as part of this Voluntary Termination.
2. The Licensee has removed its fence and any other like fixtures or improvements from the City's property.
3. The City and the Licensee voluntarily agree to terminate the License Agreement recorded in the official records in and for Palm Beach County at Book 18269, Page 1745.
4. Upon the City Commission's approval of this Voluntary Termination, the License Agreement shall be considered terminated, null and void and of no further force or effect.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Voluntary Termination of the License Agreement to be entered on the day and year referenced above.

CITY OF LAKE WORTH

By:_____
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

_____
Pamela Lopez, City Clerk

_____ FOR
Glen J. Torcivia, City Attorney

LICENSEE:

_____
Dale R. Hulen

_____
Kathleen A. Hulen

STATE OF FLORIDA
COUNTY OF PALM BEACH
The forgoing instrument was acknowledged before me on this 14th day of April, 2014 by Dale R. Hulen and Kathleen A. Hulen, who are personally known to me or who have produced FlA Drivers Licenses as identification.

_____
Notary Public, State of Florida

Printed name: _____

DEBORAH M. ANDREA
MY COMMISSION # EE088147
EXPIRES April 26, 2015
(407) 398-0153
FloridaNotaryService.com

CITY OF LAKE WORTH

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

AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Palm Beach County Easement Agreement to allow the installation of an irrigation pump for Lake Worth Road landscape improvements for an amount not to exceed $250:

SUMMARY:
The Easement Agreement will complete the Lake Worth Road Roadway and Landscape Beautification project by allowing the installation of a canal irrigation pump.

BACKGROUND AND JUSTIFICATION:
As a result of the roadway and landscape improvements on Lake Worth Road from the Keller Canal east (a thoroughfare owned by FDOT and maintained through Inter-local Agreement by the City), an irrigation pump was installed that irrigates the landscaped medians and shoulders. The irrigation pump utilizes water from the Keller Canal to irrigate and eliminates the need to use costly potable water from the City's water supply. The County overlooked the easement agreement with the City at the time of construction and this agreement is now being granted to complete the process.

The granting of the easement is necessary to complete the original agreement terms to install the canal irrigation pump as part of the Lake Worth Road Roadway and Landscape Beautification project. The City will be responsible for the maintenance of the easement, pump and associated irrigation piping. The canal pump has saved the City direct costs associated with the irrigation of the medians and shoulders by eliminating the need to use potable water.

MOTION:
I move to approve/disapprove the Palm Beach County Easement Agreement for an amount not to exceed $250.

ATTACHMENT(S):
Fiscal Impact Analysis
Easement 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	250	250	250	250	250
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	250	250	250	250	250
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services	Palm Beach County Easement Agreement					
Account Number (s)	**Account Description**	**FY 2014 Budget**	**Budget Amendment**	**Available Balance**	**Agenda Expenses**	**Remaining Balance**
001-5040-519-46-90	Repairs /Maintenance	1,607	N/A	1,248	$ (250)	998

C. Department Fiscal Review: _____

Prepared by & Return to:
Christine Steiner, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

A Portion of PCN: 00-43-44-29-00-002-0010

EASEMENT

THIS IS AN EASEMENT, made_____, 2014, granted by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 N. Olive Avenue, West Palm Beach, Florida 33401-4791 (hereinafter referred to as "County"), in favor of the **CITY OF LAKE WORTH**, a municipal corporation of the State of Florida, whose address is 7 North Dixie Highway, Lake Worth, Florida 33460-3787 (hereinafter referred to as "Grantee").

W I T N E S S E T H:

WHEREAS, County owns the property as legally described as Easement Area 2 in Exhibit "A" attached hereto and by this reference made in part hereof (hereinafter the "Easement Premises"); and

WHEREAS, Grantee has constructed an irrigation pump for the purposes of irrigating the landscaped median located along S.R. 802 (Lake Worth Rd.) within the Easement Premises; and

WHEREAS, Grantee has requested that County grant Grantee an easement over the Easement Premises.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Grant of Easement. County does hereby grant to Grantee, its successors and assigns, a perpetual, non-exclusive easement in, on, over, under, through, and across the Easement Premises to construct, install and maintain an irrigation pump.

3. Construction. Grantee has, at its sole cost and expense, constructed the irrigation pump and pipeline within the confines of the Easement Premises.

4. Maintenance, Repair and Restoration. Grantee shall be solely responsible for and shall, at all times, maintain in good condition and repair the Easement Premises and all improvements constructed therein pursuant to this Easement at its sole cost and expense. Additionally, Grantee shall promptly repair, replace and/or restore the Easement Premises and any improvements now existing or constructed hereafter, including earth, fill and landscaping, to the condition it was in prior to exercise of any rights granted hereunder, using materials of like kind and quality.

5. Other Obligations. Grantee shall diligently pursue all work performed hereunder to completion and exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon County's use and enjoyment of the Easement Premises and County's adjoining property.

6. Restrictions. In the event Grantee fails at any time to utilize the Easement Premises for the use granted herein, this Easement shall, at the County's sole discretion be subject to termination upon sixty (60) days written notice from the County to the Grantee. In the event the County elects to terminate this Easement as aforesaid, Grantee shall remove, the irrigation pump and pipeline and any improvements within the Easement Premises and restore the Easement Premises as required in Section 4 herein within 60 days of receipt of notice from the County. Thereafter, County shall record a termination of easement notice into the public records of Palm Beach County, Florida, at which time, any and all rights by the Grantee pursuant to this Easement will be terminated.

7. Access Use Limitation. Grantee shall have the right for ingress and egress over and across the Easement Premises and County's adjoining property adjacent to the public right-of-way as is reasonably necessary to exercise the rights granted herein.

8. Protection of Improvements. Grantee acknowledges that certain above ground and underground improvements have been constructed by County within the Easement Premises or County's adjoining property. Accordingly, Grantee covenants that it will protect all such improvements and any improvements made by County in the future, including, but not limited to, water mains, irrigation pipes, storm water pipes, sanitary sewer pipes, electric service lines, telephone lines, park lighting, fencing, trees, and landscaping which have been or may be placed in the Easement Premises.

9. Extinguished by Abandonment. In the event Grantee, its successors or assigns, shall ever abandon the Easement granted hereby or cease to use the same, this Easement shall automatically terminate. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a Release of Easement, in a form satisfactory to County, if so requested by County.

10. Personal Property. County shall have no liability or responsibility whatsoever for Grantee's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

11. Prohibition Against Liens. Neither County's nor Grantee's interest in the Easement Premises, nor County's interest in the adjoining property, shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises or the County's adjoining property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, Grantee shall either require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05, naming County as an obligee or, require such contractors to comply with County's Bond Waiver Program as set forth in PPM #CW-F-016 as the same may be amended from time to time, which is hereby incorporated herein by reference. Any required payment or performance bond shall be delivered to County prior to commencement of construction.

12. Approval of Plans, Notice, Permits. Grantee shall obtain from County and all other necessary governmental entities written approval of all plans relating to construction of any improvement within the Easement Premises prior to commencement of construction thereof. Grantee shall give County ten (10) days written notice prior to commencement of construction. Any improvements constructed pursuant to this Easement shall be constructed at Grantee's sole cost and expense within the confines of the Easement Premises in accordance with the approved plans and all permits related thereto and applicable statutes, codes, rules, regulations, and ordinances, shall be diligently pursued to completion, and shall be maintained in a presentable fashion.

13. No Dedication. This Easement is for the use and benefit of Grantee, its successors, and assigns for Grantee's irrigation project as stated herein and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

14. Liability. Grantee, its successors and assigns shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless County from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the City's negligence in connection with this Easement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Grantee to indemnify County for County's negligent, willful or intentional acts or omissions. Notwithstanding the above, Grantee's indemnification shall not extend to any third parties who are acting under rights granted to them pursuant to Section 16 herein.

15. Insurance.

A. Grantee's general contractor shall, during any construction activities within the Easement Premises, keep in full force and effect Comprehensive General Liability Insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000) per occurrence combined single limit bodily injury and property damage liability, and Workers Compensation covering all

employees in accordance with Chapter 440 of the Florida Statutes. The General Liability policy shall include coverage for the Premises, Operation, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. Grantee shall cause any contractor or subcontractor performing work within the Easement Premises on behalf of Grantee to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as the general contractor required above. Except for Workers Compensation, all insurance policies shall name County as an Additional Insured. A Certificate of Insurance evidencing all such insurance coverages shall be provided to County prior to the commencement of construction by any of Grantee's contractors or subcontractors, such Certificate indicating at least thirty (30) days prior notice of cancellation of adverse material changes in coverage. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County prior to the commencement of any work pursuant to this Easement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

B. Grantee shall provide, maintain and keep in full force and effect and provide County with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of Two Hundred Thousand Dollars ($200,000) per person and Three Hundred Thousand Dollars ($300,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440, Florida Statutes. In the event the Legislature should change the Grantee's exposure by statute above or below the sums insured against, the Grantee shall provide insurance to the extent of that exposure. In addition, Grantee shall maintain Business Automobile Liability at a limit of liability not less than One Million Dollars ($1,000,000) Each Occurrence for all owned, non-owned and hired automobiles. In the event Grantee does not own any automobiles, Grantee shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. Grantee shall cause any contractor or subcontractor performing work within the Easement Premises on behalf of Grantee to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Grantee required above.

C. In no event shall the limits of said insurance policies be considered as limiting the liability of Grantee under this Agreement. The amount of the insurance required hereby shall be increased every ten (10) years by the increase over such ten (10) year period of the Consumer Price Index.

16. Reservation of Rights. County hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein.

17. Covenant Running with Land. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of County and Grantee and their respective successors and assigns,

having or hereafter acquiring any right title or interest in or to all or any portion of the Easement Premises.

18. Remedies. In the event Grantee fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief.

19. Matters of Record. This Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances, and other matters of record.

20. Governing Law and Venue. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

21. Construction. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such holding shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

22. Entire Understanding. This Easement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Easement. No amendment shall be effective unless the same is in writing and signed by all parties.

23. Time of Essence. The parties expressly agree that time is of the essence in this Easement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

24. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, familial status, marital status, or gender identity or expression, age, or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity conducted pursuant to this Easement.

25. Effective Date of Easement. This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective

only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

26. No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Palm Beach County or employees of County or Grantee.

27. Office Of The Inspector General. Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

REST OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Easement on the date set forth hereinabove.

Signed, sealed and delivered in the presence of:

_____
Signature

_____
Print name of witness

_____
Signature

_____
Print name of witness

ATTEST:

_____
Pamela Lopez, City Clerk

CITY OF LAKE WORTH, a municipal corporation created and existing under the laws of the State of Florida:

By: _____
Pam Triolo, Mayor

Approved as to form and legal sufficiency:

Deputy Attorney for G.T.
Glen J. Torcivia, City Attorney

(SEAL)

STATE OF_____]
SS:
COUNTY OF_____]

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Pam Triolo, Mayor of the City of Lake Worth, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

_____
Notary Public

_____
Print Notary Name

NOTARY PUBLIC
My Commission Expires: _____

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

COUNTY:

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Priscilla A. Taylor, Mayor

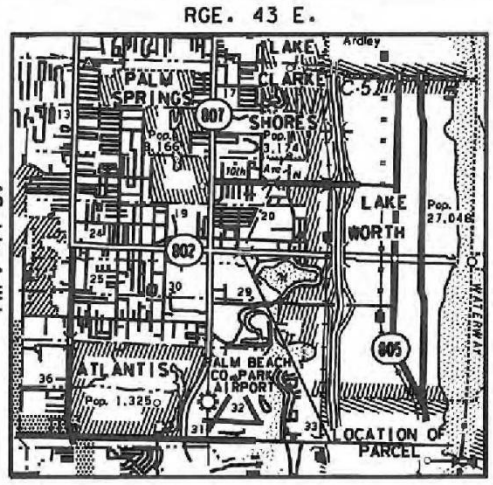
APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Department Director

G:\PREM\Dev\Open Projects\PR-John Prince Park\City of LW irrigation pump\Easements\Easement Agreement 20140423 FINAL.docx

EXHIBIT A

LEGAL DESCRIPTION
(As to Easement No. 2 only)



LOCATION MAP
NOT TO SCALE

LEGEND

℄	BASELINE
RGE.	RANGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SEC.	SECTION
ORB	OFFICIAL RECORDS BOOK
S.R.	STATE ROAD
STA.	STATION
TWP.	TOWNSHIP
LWDD	LAKE WORTH DRAINAGE DISTRICT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY

GENERAL NOTES

1. Bearings and coordinates are relative to the state plane coordinates system, Florida East Coast Zone, North American Datum (NAD) of 1983/1990 adjustment, with a bearing of South 88°04'01" East for the north line of Section 29, Township 44 South, Range 43 East
2. All bearings and distances are calculated unless otherwise noted.
3. Stations and offsets are relative to the Baseline of Survey unless otherwise noted.
4. See attached legal description.
5. Horizontal location of the E-4 Canal Right of Way is approximate and is based upon the Topographic Survey of Palm Beach County Therapeutic Center (File No.2602) provided by the Florida Department of Transportation.
6. Baseline of Survey and Section Corner coordinates provided by the Florida Departmet of Transportation.

Area Easement No. 1 = +/- 0.041 Acres.
Area Easement No. 2 = +/- 0.033 Acres.

CERTIFICATION:

I hereby certify that this sketch and legal description was prepared under my direction and that they are in compliance with the minimum technical standards as set forth by the Florida Board of Professional Surveyors and Mappers, in Chapter 5J-17.050-052 of the Florida Administrative code, pursuant to Section 472.027 of the Florida Statutes.

FOR THE FIRM,

6/12/13

Mark R. Sowers, PSM Date
Florida Surveyor and Mapper No. 5266
Cardno TBE

Not valid unless signed and sealed

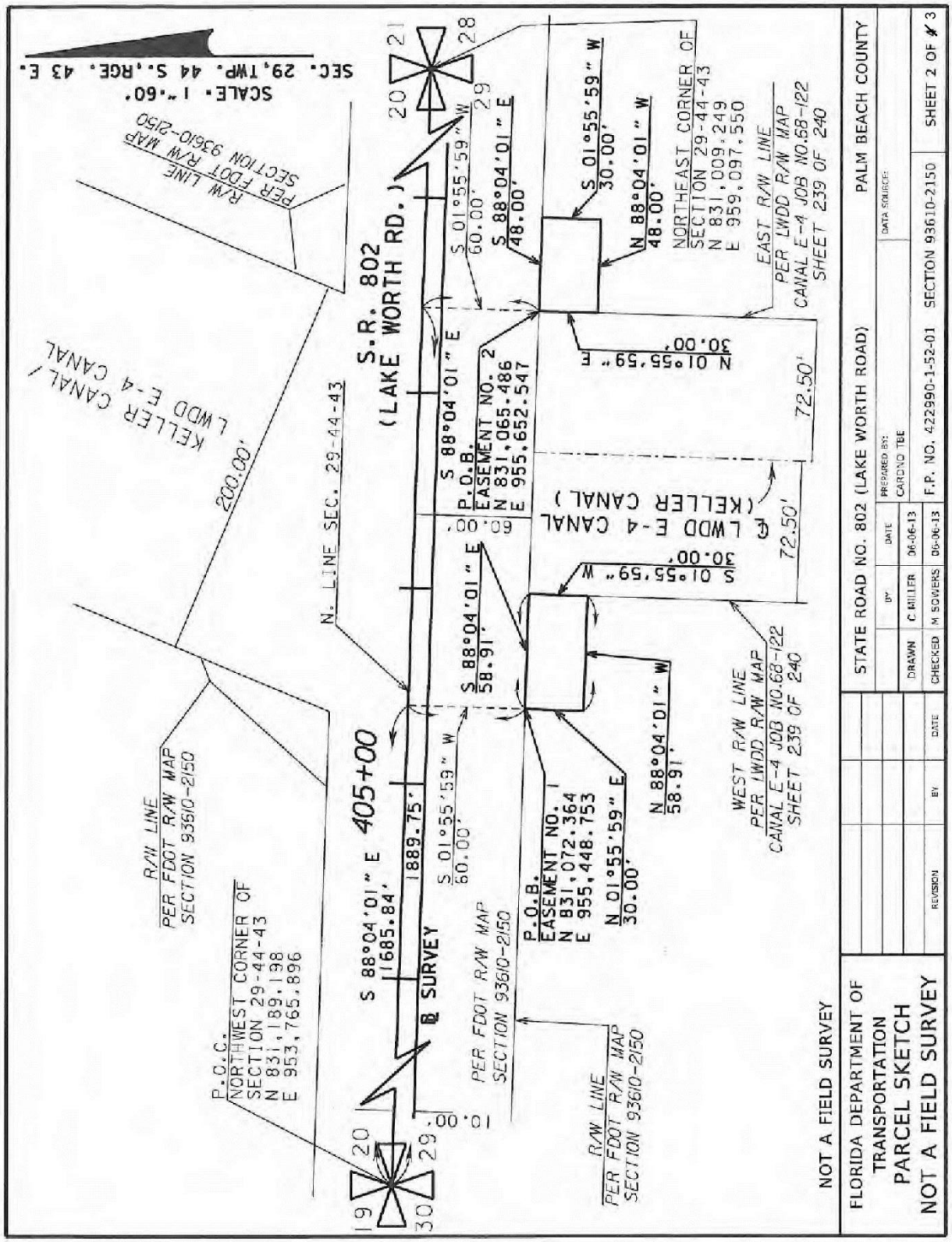
REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION
PARCEL SKETCH - NOT A FIELD SURVEY

STATE ROAD NO. 802 — PALM BEACH COUNTY

	BY	DATE	PREPARED BY:	DATA SOURCE:
DRAWN	C MILLER	05-06-13	CARDNO TBE	N/A
CHECKED	M SOWERS	05-06-13	ITEM/SEG. NO. 422990-1 SECTION 93610-2150	SHEET 1 OF 3

TIME: \\FBWUPPINC\R7069191\R@P501.dgn


SCALE: 1"=60'
SEC. 29, TWP. 44 S., RGE. 43 E.
R/W LINE
PER FDOT R/W MAP
SECTION 93610-2150
KELLER CANAL/
LWDD E-4 CANAL
200.00'
N. LINE SEC. 29-44-43
S.R. 802
(LAKE WORTH RD.)
S 01°55'59" W
60.00'
S 88°04'01" E
48.00'
S 01°55'59" W
30.00'
N 88°04'01" W
48.00'
NORTHEAST CORNER OF
SECTION 29-44-43
N 831,009.249
E 959,097.550
EAST R/W LINE
PER LWDD R/W MAP
CANAL E-4 JOB NO.68-122
SHEET 239 OF 240
N 01°55'59" E
30.00'
72.50'
S 88°04'01" E
P.O.B.
EASEMENT NO. 2
N 831,065.486
E 955,652.547
60.00'
℄ LWDD E-4 CANAL
(KELLER CANAL)
72.50'
S 01°55'59" W
30.00'
S 88°04'01" E
58.91'
N 88°04'01" W
58.91'
WEST R/W LINE
PER LWDD R/W MAP
CANAL E-4 JOB NO.68-122
SHEET 239 OF 240
405+00
S 88°04'01" E
1685.84'
1889.75'
S 01°55'59" W
60.00'
P.O.B.
EASEMENT NO. 1
N 831,072.364
E 955,448.753
N 01°55'59" E
30.00'
℄ SURVEY
PER FDOT R/W MAP
SECTION 93610-2150
R/W LINE
PER FDOT R/W MAP
SECTION 93610-2150
R/W LINE
PER FDOT R/W MAP
SECTION 93610-2150
P.O.C.
NORTHWEST CORNER OF
SECTION 29-44-43
N 831,189.198
E 953,765.896
NOT A FIELD SURVEY
FLORIDA DEPARTMENT OF
TRANSPORTATION
PARCEL SKETCH
NOT A FIELD SURVEY
REVISION
BY
DATE
CHECKED M SOWERS 06-06-13
DRAWN C. MILLER 06-06-13
BY
DATE
PREPARED BY:
CARDNO TEE
DATA SOURCES:
STATE ROAD NO. 802 (LAKE WORTH ROAD)
PALM BEACH COUNTY
F.P. NO. 422990-1-52-01
SECTION 93610-2150
SHEET 2 OF # 3

EASEMENT NO. 2 (IRRIGATION PURPOSES)

A portion of the Northwest Quarter of Section 29, Township 44 South, Range 43 East, Palm Beach County, Florida; said portion being more particularly described as follows:

Commencing at the Northwest Corner of said Section 29, thence South 88° 04' 01" East along the North line of said Section 29, a distance of 1,889.75 feet; thence South 01° 55' 59" West, a distance of 60.00 feet to the point of intersection with the South Right of Way line of State Road 802 (Lake Worth Road) as shown on Florida Department of Transportation Right of Way Map Section 93610-2150, and the East Right of Way line of the Lake Worth Drainage District E-4 Canal (Keller Canal) as shown on Lake Worth Drainage District Right of Way Map Canal E-4 Job No. 68-122 Sheet 239 of 240, and the Point of Beginning; thence South 88° 04' 01" East, along said South Right of Way line, a distance of 48.00 feet; thence South 01° 55' 59" West, a distance of 30.00 feet; thence North 88° 04' 01" West, a distance of 48.00 feet to the aforementioned East Right of Way line of the E-4 Canal; thence North 01° 55' 59" East, along said East Right of Way line a distance of 30.00 feet, to the Point of Beginning.

Containing 0.033 acres (1,440 sq.ft.), more or less.

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A FIELD SURVEY

STATE ROAD NO. 802 — PALM BEACH COUNTY

	BY	DATE	PREPARED BY: CARDNO TBE	DATA SOURCE: N/A	
DRAWN	C MILLER	06-06-13	ITEM/SEG. NO. 422990-1	SECTION 93610-2150	SHEET 3 OF 3 ~~4 OF 4~~
CHECKED	M SOWERS	06-06-13			

TIME: \REMAPPING\R4068191\REPS01.dgn

CITY OF LAKE WORTH

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

AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** Public Service

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EXECUTIVE BRIEF

TITLE:
Variance agreement with Leonidas Colarte for brick paver driveway at 145 Vassar Drive

SUMMARY:

The Agreement will allow for the encroachment of brick pavers into the City right-of-way and protect the City from any future liability.

BACKGROUND AND JUSTIFICATION:
Per the City Code, Section 19-26(d), all driveway approaches and walkways are to be constructed of six inch concrete unless a variance stating otherwise is allowed by the Building Official. Based on the requirements, Public Services Staff does not recommend approval of pavers because it is not financially beneficial to the City due to the required maintenance over the life of the paver section.

On April 25, 2014, the Building Official authorized the variance; however, in order to protect the City from any liability (or if the City needs to remove the pavers for future work or any other reason), a variance agreement will hold the City harmless and not require replacement of the pavers in the right-of-way. Upon completion of any improvements in the right-of-way, the City would then perform a repair with concrete or the pavers could be reinstalled at the owner's expense.

MOTION:
I move to approve/disapprove a Variance Agreement with Leonidas Colarte on property located at 145 Vassar Drive.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Agreement
Durable Power of Attorney

Prepared by: City Attorney
Return to: City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460-3787

VARIANCE AGREEMENT

THIS VARIANCE AGREEMENT (hereafter "Agreement") is made and entered into this _____ day of _____, 2014, by and between Property Owner Leonidas Colarte, (hereafter the "OWNER") and the CITY OF LAKE WORTH, a municipal corporation under the laws of the State of Florida (hereafter "CITY").

WITNESSETH:

WHEREAS, the OWNER is a fee simple owner of the property legally described as follows:

> **Lot 40, College Park Revised Addition No. 3, according to the Plat Recorded in Plat Book 23, at Page 157, as Recorded in the Public Records of Palm Beach County, Florida; said Lands Situate, Lying and Being in Palm Beach County, Florida (P.C.N. 38-43-44-15-10-000-0400)**

more commonly known as 145 Vassar Drive, Lake Worth, Florida (the "Property" hereafter); and

WHEREAS, the OWNER is seeking to remodel her existing driveway and to construct a driveway consisting of interlocking brick pavers, a portion of which encroaches on the CITY's public right of way (hereinafter referred to as the "Driveway"); and

WHEREAS, the Driveway proposed by the OWNER is such that part of the Driveway is to be constructed on OWNER'S property and part of the Driveway is to be constructed upon or located in the CITY's right of way; and

WHEREAS, a copy of the Right of Way/Utility Permit Application for the Property with a survey of the existing and proposed driveway and explanation of the construction of the Driveway is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, a portion the OWNER'S Driveway is located in the CITY's right of way and does not meet the minimum requirements of Section 19-26(d) of the CITY's

Code of Ordinances which require all driveway approaches and walkways to be constructed of 6-inch thick concrete; and

WHEREAS, the OWNER is seeking a variance to allow the use of brick pavers with compacted base rock as paving material for the portion of the Driveway which is located in the CITY's right of way rather than the 6-inch thick concrete required by the City Code; and

WHEREAS, the OWNER and CITY desire to enter into this Agreement in order to memorialize and document the CITY'S authorization of a variance from Section 19-26(d) of the Code, as well as to set parameters for the removal, relocation and/or restoration of the Driveway if reasonably necessary and set forth indemnification and insurance requirements for said Driveway; and

WHEREAS, the CITY finds that the OWNER'S Driveway is not unduly injurious to contiguous property or the surrounding neighborhood or otherwise detrimental to the public welfare; and

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, the sufficiency of which is acknowledged by the CITY and OWNER, the CITY and OWNER agree to the granting of a variance based on the following:

1. The above "Whereas" clauses are true and correct and incorporated into this Agreement as if set forth herein.

2. The CITY hereby grants approval for the OWNER to construct and maintain the Driveway at the Property as set forth in Exhibit A, which consists of a brick paver driveway with base rock installed by a licensed contractor, but expressly reserves the right to require the OWNER to remove and/or reconstruct the Driveway, or restore the portion of the Driveway located within the CITY's right of way to its original condition for any reasonable purpose, which the reasonableness of such purpose shall be determined in the CITY's sole discretion.

3. The OWNER acknowledges and agrees that she will act entirely at her own peril in constructing the Driveway and the OWNER shall have no claim, recourse or other grounds for relief against CITY as a result of any damages arising out of, or related to, the Driveway and/or its removal, reconstruction or restoration.

4. The OWNER agrees that she shall maintain that portion of the Driveway encroaching on CITY's right of way and abate all hazards associated with the Driveway in a manner satisfactory to the CITY and, if she fails to do so, the CITY shall have the

right to: (a) terminate this Agreement and have the Driveway located in the CITY's right of way removed; and/or (b) maintain that portion of the Driveway in the CITY's right of way and the cost for such maintenance shall be assessed against the OWNER and shall become a lien on the Property if not paid within thirty (30) days after such assessment.

5. The OWNER further agrees that she shall remove and/or reconstruct, at her own expense, the Driveway from the CITY's right of way within thirty (30) days written notice from the CITY to remove, reconstruct and/or restore the Driveway.

6. The OWNER shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees in all litigation, arbitration, mediation and appeals) to the extent arising out of or related to the Driveway and this Agreement including without limitation the CITY's grant or revocation of the variance for the Driveway, the use of alternative construction materials and any negligence in the construction or maintenance of the Driveway. This indemnification is separate and apart from, and in no way limited by, any insurance provided by OWNER pursuant to this Agreement or otherwise. This section shall survive the termination of this Agreement with respect to any damage, injury or death occurring prior to such termination.

7. The OWNER and the CITY mutually agree that this Agreement so materially touches and concerns the Property that this Agreement is intended to and does run with the land and shall bind the OWNER, the OWNER'S heirs, successors and assigns and anyone with any interest whatsoever in the Property and that this Agreement shall be recorded in the Public Records of Palm Beach County, Florida.

8. The CITY shall provide all notices required under this Agreement to the OWNER via hand-delivery or certified mail (return receipt requested) to the Property's physical address as set forth above. Said notice shall be effective on the date of delivery.

9. 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.

10. WAIVER OF TRIAL 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.

11. 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. 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.

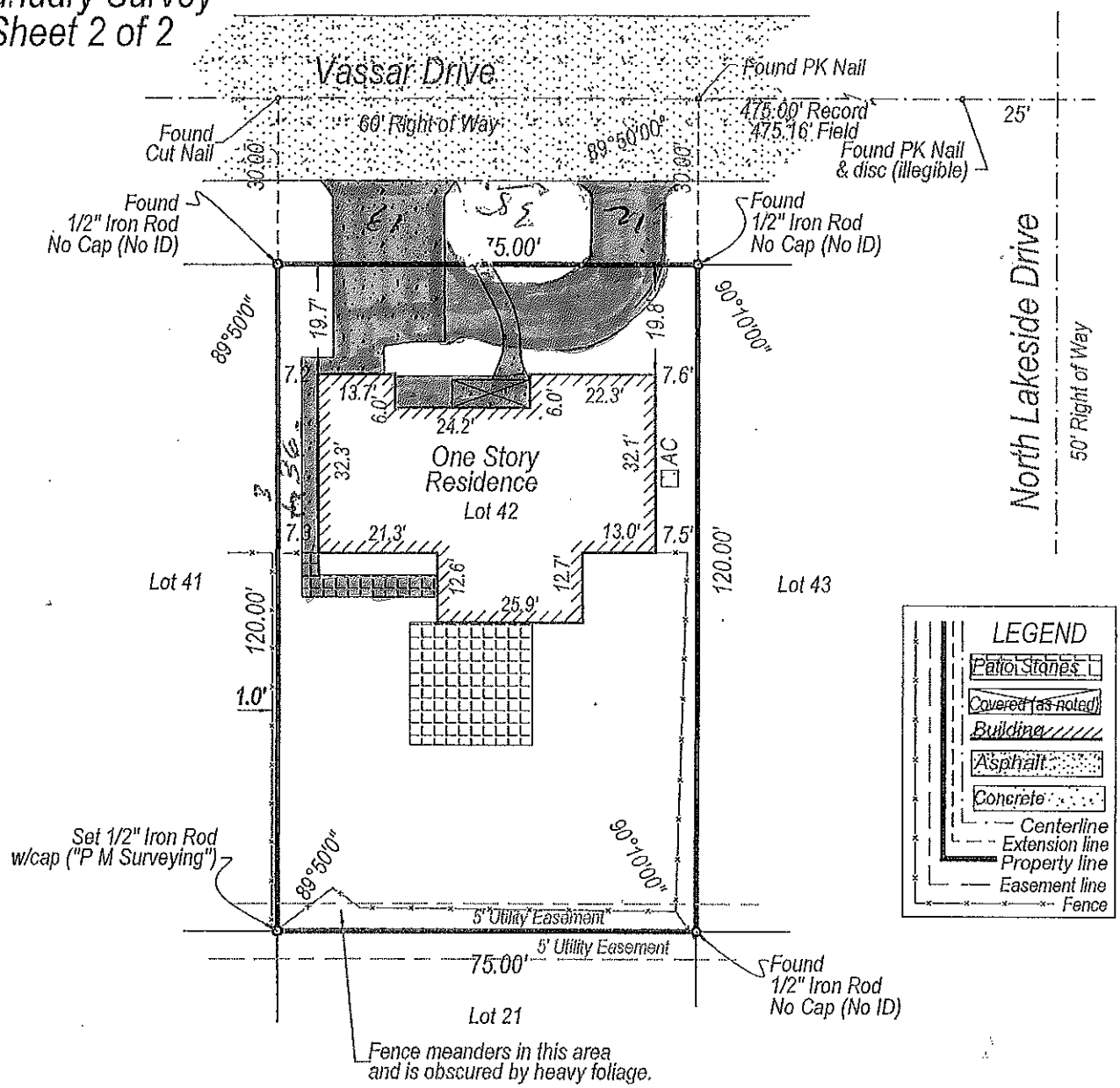
12. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

13. Except as may be required in paragraph 6 above, 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

EXHIBIT A – COPY OF SURVEY (ATTACHED)

Boundary Survey
Sheet 2 of 2



Scale: 1 inch = 30 feet

0 10 20 30 40 50

3-26-14
Date

Mark Stanley Dunn 5116

P.M. Surveying
4546 Cambridge Street
West Palm Beach, FL. 33415
(561) 478-7764 Fax 478-1094
Visit us at PMsurveying.net

S14030233	Permit Survey	C F	MDL	3-26-14
Job#	Purpose	Field	Drafter	Date

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

CITY OF LAKE WORTH

Reviewed and approved for execution:

By: _____
Luis Martinez, Building Official

Approved as to form and legal sufficiency:

By: _____ for GT
Glen Torcivia, City Attorney

PROPERTY OWNER

_____
Leonidas Colarte, Owner
POA FOR LEONIDAS COLARTE

_____
Signature of Witness
Printed Name: CAROL FABRICA

_____
Signature of Witness

Printed Name: PAMELA J. LOPEZ
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 21 day of April, 2014 by ~~Leonidas Colarte~~, who is [☐ personally known to me] or who has produced [☐ FL Driverse License as identification. DIANE C BARANDA

Notary
Printed Name of Notary

PAMELA J. LOPEZ
MY COMMISSION # EE 851399
EXPIRES: March 14, 2017
Bonded Thru Notary Public Underwriters

DURABLE POWER OF ATTORNEY

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That I, LEONIDAS COLARTE, a resident of Palm Beach County, State of Florida, have made, constituted, and appointed and by these presents do make, constitute, and appoint DIANE C. BARANDA, and if DIANE C. BARANDA, does not serve, then RAUL COLARTE, my true and lawful attorney to act in, manage, and conduct all my affairs, and for that purpose for me and in my name, place, and stead. This Durable Power of Attorney shall revoke any and all other durable powers of attorney executed by me during my lifetime.

This Durable Power of Attorney shall apply to any interest in any property owned by me, including, without limitation, real property, including homestead real property; personal property, whether tangible or intangible; property held in any type of joint tenancy, including a tenancy in common, joint tenancy with right of survivorship or tenancy by the entirety; property over which I hold or may hold a general, limited or special power of appointment; choses in action; and all other contractual, extra-contractual or statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceedings to which I am or may become entitled to exercise. I do not grant my attorney power to take any act which might otherwise be granted under Florida Statutes §709.08(7)(b)(5) to create, amend, modify, or revoke any document or other disposition effective at my death or transfer assets to an existing trust created by me.

My attorney shall have the full power and authority, without approval by any person, tribunal or otherwise to perform all or any of the following acts and deeds, by way of illustration, but not by way of limitation:

(1) To buy, receive, lease, accept, or otherwise acquire, to sell, convey, mortgage, hypothecate or lien, or to release a lien or other encumbrance, pledge, quitclaim, or otherwise encumber or dispose of, or to contract or agree for the acquisition, disposal or encumbrance of, any property whatsoever, and wheresoever situated, and whether held individually or otherwise, be it real (including homestead real property), personal, or mixed, or any custody, possession, interest, or right therein or pertaining thereto, upon such terms as my attorney shall think proper, provided, however, that if I am married at such time that a transaction is to occur with regard to such homestead property, my attorney is reminded that Florida law requires the joinder of my spouse or my spouse's legal guardian;

(2) To take, hold, possess, invest, lease or let, or otherwise manage any or all of my real, personal, or mixed property, or any interest therein, or pertaining thereto; to eject, remove, or relieve tenants or other persons from, and recover possession of, such property by all lawful means, including the right to prosecute and defend actions in my name; and to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify, or improve the same or any part thereof;

(3) To make, do, and transact all and every kind of business of whatever kind or nature, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, income, rents, claims, demands, actions, causes of action, debts, taxes, and obligations, which may now or hereafter be due, owing, or payable by me or to me;

(4) To make, endorse, guarantee, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, bills of sale, agreements, certificates, hypothecations, checks, notes, mortgages (subject to the provisions of (5) below), bonds, vouchers, receipts, releases, and such other instruments in writing of whatever kind and nature, as may be necessary, convenient, or proper in the premises;

(5) To make deposits or investments in, or withdrawals from, any account, holding, or interest which I may now or hereafter have, or be entitled to, in any banking, trust, or investment institution, safe deposit boxes, including postal savings depository offices, credit unions, savings and loan associations, stock brokerage houses, and similar institutions; to exercise any right, option, or privilege pertaining thereto; and to open or establish accounts, holdings, or interests of whatever kind or nature, with any such institution, in my name or in my said attorney's name or in both our names jointly, either with or without right of survivorship and for any consideration, or for no consideration as my attorney deems proper;

(6) To institute, prosecute, defend, compromise, settle, arbitrate, assign, release and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, assets, liens, levies, distresses or other proceedings, or otherwise engage in litigation to collect, recover and receive any moneys, chattels, debts, rents, claims or demands of whatsoever nature due or hereafter to become due or belonging to me for or on any account whatsoever, by or from any person or persons, and upon the receipt thereof to execute and deliver receipts, releases, and other discharge therefor;

(7) To act as my attorney or proxy in respect to any stocks, partnership interests, shares, bonds, other securities, margin accounts, or other investments, rights, or interests, I may now or hereafter hold, and my attorney may delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities into or out of my name or my nominee's name;

(8) To vote at any meeting of the security holders or directors of any corporation in which I may now or hereafter have an interest, and otherwise to act as my representative or to sign proxies in respect of any security;

(9) To take part in the reorganization of any corporation or unincorporated association in which I may now or hereafter have an interest, and for this purpose to exchange securities and make such payments or other commitments as may seem advisable for my protection in such reorganization;

(10) To make any and all health care decisions on my behalf, including, but not limited to, those defined in Chapter 765 of the Florida Statutes as from time to time amended, provided, however, that if in accordance with the provisions of said Chapter 765 I have executed a health care advance directive, including, but not limited to, a Designation of Health Care Surrogate or a Living Will (also known as a Written Declaration), the terms of such health care advance directive shall control and my attorney shall defer all such health care decisions to the surrogates or proxies named in health care advance directives;

(11) To exercise any power of appointment or other elective right which I currently am or may become entitled to exercise;

(12) To renounce or disclaim any or all of any property which I might become entitled to receive by way succession, under any life insurance policy, as a joint owner of property, or from any other source with respect to which I could renounce and disclaim a property interest under local law or any other law.

(13) To pay my ordinary household expenses, and also in the discretion of my attorney, to pay or make any charitable contributions as I have customarily made;

(14) To make gifts on my behalf to organizations, whether charitable or otherwise, to which I have made gifts, and to satisfy written pledges made by me to any organization; and to make gifts on my behalf to any individuals to whom my records or other history indicate that I have made gifts in the past, any such gifts being either outright or in trust, or to a trust which my attorney is authorized to create, for purposes my attorney may deem to be in my best interests, specifically including anticipated saving of income, estate, generation-skipping transfer, inheritance or gift taxes; provided, however, that no attorney and no individual to whom such attorney owes a legal obligation of support, may receive gifts in any one calendar year that in the aggregate exceed the gift tax annual exclusion under §2503(b) of the Internal Revenue Code (or successor provisions thereto) in effect from time to time;

(15) To engage and dismiss agents, attorneys, accountants, and employees, and to appoint and remove at pleasure any substitute for, or agent of, my said attorney, in respect to all or any of the matters or things herein mentioned and upon such terms as my attorney shall think fit, in connection with the premises;

(16) To prepare, execute, and file income, ad valorem, gift, estate, and other tax returns, and other governmental reports, declarations, applications, requests, and documents, in connection with the premises, including filing claims or suits for refund of any taxes, penalties or interest; and to receive, endorse, and collect any checks, drafts, notes or other instruments for the payment or refund of any such taxes, penalties or interest, and generally to do whatever may be necessary in connection with any matter which may arise on account any present or future law of any governmental entity with regard to any tax or in respect of me, my income or my property;

(17) To take possession, and order the removal and shipment, of any of my property to or from any residence, warehouse, depot, dock, or other place of storage or safekeeping, governmental or private; and to execute and deliver any release, voucher, receipt, shipping ticket, certificate, or any other instrument necessary or convenient for such purpose;

(18) To act as my attorney-in-fact or proxy in respect to any policy of insurance on my life and in that capacity to exercise any right, privilege, or option which I may have thereunder or pertaining thereto, excluding, however, the right to change the beneficiary.

(19) To do and perform any other act and take any steps which may seem necessary or appropriate in the execution of any of the foregoing powers as fully as I might do if personally present with full discretion, it being my intention hereby to give my attorney full power, authority, and discretion to handle all my affairs and manage my property in the same manner as though my attorney was the actual owner thereof.

It is my desire that no guardianship proceedings for management of my property be commenced in the event of a determination of incapacity, but in the event any court appoints a guardian or guardians to manage my property, I designate my attorney to serve as guardian. I further direct that any guardian who shall be appointed shall be excused from giving or posting bond.

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property, and affairs set forth above as fully and effectually to all intents and purposes as I might or could do in my own proper person if personally present, the above especially enumerated powers being in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof; and hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

And I hereby declare that any act or thing lawfully done hereunder by my said attorney shall be binding on myself, my heirs, my legal and personal representatives, and my assigns; whether the same shall have been done before or after my death, or other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have been received by any person acting in reliance hereon as provided in Florida Statutes §709.08(5). This power of attorney shall not be affected by my subsequent disability, incompetency, or incapacity (except as provided in Florida Statutes §709.08). This power of attorney may be filed for record in any public office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of April, 2002. Signed in multiple original counterparts, all of which constitute one and the same instrument.

WITNESSES:

Name

Palm Beach Gardens, FL
City and State

Lindsey Grunlund
Name

West Palm Beach, FL
City and State

GRANTOR:

Leonidas Colarte
LEONIDAS COLARTE

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, the undersigned, do hereby certify, that I am duly commissioned, qualified and authorized Notary Public in and for the State of Florida, and that LEONIDAS COLARTE, Grantor in the foregoing Durable Power of Attorney, dated this date, and hereto annexed, who is personally well known to me or who has produced a driver's license as identification and who did take an oath as the person who executed the foregoing Power of Attorney, and appeared before me this day within the territorial limits of my authority, and being first duly sworn, executed said instrument after the contents thereof had been read and duly explained, and acknowledged that the execution of said instrument by a free and voluntary act and deed for the uses and purposes therein set forth, and the facts stated therein are true.

5th IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of April, 2002.

Notary Public

My commission expires:

MICHAEL S. SINGER
MY COMMISSION # CC 991459
EXPIRES: May 3, 2005
Bonded Thru Notary Public Underwriters

ACCEPTANCE

I, DIANE C. BARANDA, do hereby accept the above appointment as attorney in fact for LEONIDAS COLARTE, pursuant to the foregoing Durable Power of Attorney.

DATED this 5th day of April, 2002.

DIANE C. BARANDA

I, RAUL COLARTE, do hereby accept the above appointment as successor attorney in fact for LEONIDAS COLARTE, pursuant to the foregoing Durable Power of Attorney.

DATED this 11th day of April, 2002.

Raul Colarte
RAUL COLARTE

This instrument was prepared by:

MICHAEL S. SINGER, ESQ.
Comiter & Singer, LLP
3801 PGA Blvd., Suite 802
Palm Beach Gardens, FL 33410

AFFIDAVIT

*MAY BE REQUIRED BY THIRD PARTY TO ACCEPT SAME.

BEFORE ME, the undersigned authority, personally appeared _____("Affiant") who swore or affirmed that:

(1) Affiant is the attorney in fact named in the Durable Power of Attorney executed by __ ____(the "Principal") on _____.

(2) To the best of Affiant's knowledge after diligent search and inquiry:

(a) The Principal is not deceased, has not been adjudicated incapacitated, and has not revoked, partially or completely terminated, or suspended the Durable Power of Attorney; and

(b) A petition to determine the incapacity of or to appoint a guardian for the Principal is not pending.

(3) Affiant agrees not to exercise any powers granted by the Durable Power of Attorney if Affiant attains knowledge that it has been revoked, partially or completely terminated, suspended, or is no longer valid because of the death or adjudication of incapacity of the Principal.

_____
_____, Affiant

Sworn to (or affirmed) and subscribed
before me this ___ day of _____,
_____.

_____
Notary Public-State of Florida
My Commission Expires:

Personally known ___
Produced Identification _____
Type I.D. produced _____

CITY OF LAKE WORTH

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

AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** Public Services

---

EXECUTIVE BRIEF

TITLE:
Reallocate Capital Improvement Plan funds for 10th Avenue South utility improvements project

SUMMARY:

This item would authorize $294,332 from various Capital Improvement Plan projects to be reallocated and used for Street and Stormwater improvements along 10th Avenue South.

BACKGROUND AND JUSTIFICATION:
As a result of further discussions and review by attorneys at the Law Office of Glen Torcivia, it was determined that there are no legal obligations with TD Bank nor Publix to convert 2nd Avenue North *west of Dixie Highway* to a two way road. Public Services staff will need to make permanent improvements to keep 2nd Avenue North one-way such as thermoplastic striping, signalization, and signage from Dixie Hwy west to North A Street. This public at-grade crossing also needs Federal regulated upgrades that will need to be completed by Florida East Coast (FEC) Railway (Attachment #2). Total cost of railway maintenance work and striping/signage is estimated at $150,000, leaving $195,000 available in funds.

The 10th Avenue South Utility Improvements Project has precedence over these projects and funds are being requested to be reallocated as follows:
Project# GV1306, FEC -2nd Avenue North 2 Way Conversion: Amount: $195,000
Project # ST1401, Other Conveyances: Amount $49,332
Project # ST1402, GIS: Amount $50,000

Upon approval by City Commission, project funds of $294,332 will be transferred to new project # GV1424.

MOTION:
I move to approve/disapprove the reallocation of $195,000 from the 2nd Avenue North FEC Two-Way Conversion project; $49,332 from the Stormwater "Other Conveyance" account; and $50,000 from the Stormwater "GIS" account to the 10th Avenue South Utility Improvements Project.

ATTACHMENT(S):
Fiscal Impact Analysis
FEC Upgrades

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	$294,332	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	294,332	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services

Account Number	Account Description	Project #	FY2014 Budget	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
301-5020-541.63-00	Road & Street/Improve other than Build	GV1306 2nd Ave North	345,025	345,025.00	195,000.00	150,025.00
408-5090-538.63-15	Improve other than Build/Infrastructure	ST1401 Other Conveyances	115,000	115,000.00	49,332.00	65,668.00
408-5090-538.63-15	Improve other than Build/Infrastructure	ST1402 GIS	50,000	50,000.00	50,000.00	-

C. Department Fiscal Review: __JB__

FLORIDA EAST COAST RAILWAY		DATE:	April 22, 2014
REHABILITATE EXISTING TYPE T-MODIFIED GRADE CROSSING		DISTRICT:	South
2ND AVENUE NORTH		RESPONSIBLE PARTY:	City Lake Worth
MILEPOST 305+4,794'		AGREEMENT DATE:	September 11, 2013
FDOT# 272461J		CROSSING LENGTH:	34
DIVISION OF RESPONSIBILITY - 100% RE-COLLECTIBLE		NUMBER OF TRACKS:	1
COST PER/FT.	$2,947.53	LENGTH OF TRACK PANEL:	134

CONTRACT SERVICES:

	Quantity	Unit	Unit Cost	Total Cost
Mobilization	1	LS	4,600.00	$4,600.00
Maintenance of Traffic	1	LS	6,000.00	6,000.00
Police Protection	3	Days	2,419.20	7,257.60
Construct New Track Panel	134	TF	32.00	4,288.00
Sawcut & Remove Asphalt	40	TF	27.00	1,080.00
Remove Concrete Panels & Old Track Panel, Install New Track Pan	134	TF	67.00	8,978.00
Install Concrete Crossing Panels	34	TF	45.00	1,530.00
Perform Thermite Welds	8	Each	450.00	3,600.00
Asphalt in Place	48	Tons	150.00	7,200.00
Install Transition Rails	4	Each	450.00	1,800.00
Milling & Striping	1	LS	2,000.00	2,000.00
Disposal	1	LS	2,000.00	2,000.00
Miscellaneous & Contingencies	1	LS	4,633.36	4,633.36
		TOTAL CONTRACT SERVICES		**$54,966.96**

RAILWAY SERVICES:

Material $23,889.03
Includes Ballast, Timber Screw Spikes, E-Clips, Crossing Pads, Ties, and O.T.M

Equipment $9,236.61
Includes Gang Trucks, Mechanical & Signal Vehicles, and On-Track Equipment

Labor $8,254.10
Includes Supervisor, Mechanic, Signal Maintainer, Surfacing Gang, and Overheads

Lodging $500.00

Miscellaneous & Contingencies $3,369.36

TOTAL RAILWAY SERVICES……. **$45,249.11**

TOTAL PROJECT COST……. **$100,216.07**

TOTAL COST TO BE BORNE BY CITY **$100,216.07**

NOTE: THE ABOVE IS AN ESTIMATE ONLY, ALL CHARGES WILL BE BASED ON ACTUAL COST.
THE RAILWAY IS NOT RESPONSIBLE FOR DAMAGE TO TRAFFIC LOOP SENSORS DURING CONSTRUCTION.

CITY OF LAKE WORTH

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

AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Purchase two bulk waste refuse trucks from Nextran Truck Center

SUMMARY:

In the FY2014 Capital Improvement Program, Public Services budgeted $500,000 for the purchase of two Bulk Waste Refuse Trucks.

BACKGROUND AND JUSTIFICATION:
The total cost for these two trucks is $449,664.70, which falls within the budgeted amount of $500,000. The specifications of these trucks were defined by staff in order to maximize efficiency. They will consist of a 2015 Mack chassis and McNeilus body. Public Services is purchasing off of the Florida's Sheriff's Association Bid which historically saves municipalities 10% - 15%. Under this contract the trucks would cost $230,201 each, but staff has negotiated an additional discount lowering the cost to $224,832.35 per truck. City vehicle number 79, a Refuse rear loader, has reached the end of its life span and will be removed from the fleet due to age and ongoing maintenance requirements.

MOTION:
I move to approve/not approve the purchase of two refuse rear loader trucks from Nextran Truck Center.

ATTACHMENT(S):
Fiscal Impact Analysis
Truck Purchase Information

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	449,665	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	449,665	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services

Account Number	Account Description	FY2014 Budget	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
530-9010-549-6430	City Fleet/Machinery/ Equip	250,000	250,000	224,832.35	25,167.65
530-9010-549-6430	City Fleet/Machinery/ Equip	250,000	250,000	224,832.35	25,167.65

C. Department Fiscal Review: __JB__

CHASSIS SPECIFICATIONS SUMMARY

February 10, 2014

2015 MACK GU813

REFUSE, REAR LOADER. On/Off Hwy
STRAIGHT TRUCK WITHOUT TRAILER

Engine	MACK MP7-395C 395HP	**Transmission** **Clutch**	4500-RDS-6 OMIT CLUTCH
Front Axle **Suspension**	20,000# FXL20 20,000#	**Rear Axle** **Suspension**	46,000# S462 Ratio 4.80 46,000# SS462
Tires	Front: 425/65R22.5 Rear: 11R22.5	**Wheels**	22.5x12.25 STEEL DISC (10-HOLE) 22.5x8.25 STEEL DISC (10 HOLE)
Ratings	GVW: 66,000#	**Fuel Tanks**	LH: 88gal
Fifth Wheel		**Sleeper**	

PRICING SUMMARY

	Net Price	List Price
CHASSIS BASE	**$115,830.65**	**$178,201.00**
Factory Options	$32,279.00	$49,660.00
Dealer Select Holdback	$0.00	
Freight	$2,050.00	$2,050.00
Less Additional Factory Rebate		
Sales Allowances	($35,318.46)	
TOTAL FACTORY	**$114,841.19**	**$229,911.00**
Locally Installed Options	$99,493.00	$0.00
Soft Products/Bulldog Protection Plans	$0.00	$0.00
Trade-in Overallowance Per New Vehicle	$0.00	
TOTAL FACTORY & LOCAL	**$214,334.19**	**$229,911.00**
Dealer Gross Profit	$10,110.00	
Less Customer Discount from List		$5,466.81
SELLING PRICE (Excluding Taxes/Fees/Trade)	**$224,444.19**	**$224,444.19**
Less Trade Allowances per New Vehicle		$0.00
QUOTED PRICE OR TRADE DIFFERENCE		**$224,444.19**
OBD Surcharge		$590.00
Net FRET or Canadian GST Taxes		$0.00
Tire Tax Credit (Municipal Only)		($201.84)
Sales/Usage Taxes		$0.00
License/Title/Etc.		
Misc Fees not subject to FRET		
ACQUISTION COST (Include Trade if applies)		**$224,832.35**
Less Down Payment		
BALANCE DUE Per Unit		**$224,832.35**
PRICE (Total Order)		**$224,832.35**
BALANCE DUE (Total Order)		**$224,832.35**

Total Quantity: 1 **Estimated Total Weight:** 19,650# **Reference#:** AIAB011315A

X_____ _____
Customer Signature Date

Prepared For:
CITY OF LAKE WORTH
1749 3rd AV S
LAKE WORTH, FL 33460
Phone: 561--
Fax: --

X_____ _____
Dealer Signature Date

Presented By:
David Gluckler
NEXTRAN TRUCK CENTER

RIVIERA BEACH, FLORIDA 33404
561-842-6225
dgluckler@nextrancorp.com

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

52,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE TRUCK
SPECIFICATION #13

2014 Mack C or G Series

The Mack C or G Series purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$101,737.00	$101,737.00	$101,737.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	C or G Series			
DEALER:		Nextran Truck Center - Lake City	Nextran Truck Center - Tampa	Nextran Truck Center - Miami
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$101,737.00	$101,737.00	$101,737.00

Order Code	Delete Options	Western	Northern	Central	Southern
	Engine/transmission - specify		NA	NA	NA
	Engine/transmission - specify		NA	NA	NA
	Engine/transmission - specify		NA	NA	NA
	Engine/transmission - specify		NA	NA	NA

Order Code	Add Options	Western	Northern	Central	Southern
1001546 [2] 1001546 [3] 1001546 [4]	Engine upgrade - specify *MACK MP7 405 HP* [2] *MACK MP7-405* [3] — MP7-395C *MACK MP7-405* [4]		$1,473.00[2]	$1,473.00[3]	~~$1,473.00~~[4] 1399.00
1001557 [2] 1001557 [3] 1001557 [4]	Engine upgrade - specify *MACK MP8 425 HP* [2] *MACK MP8-425* [3] *MACK MP8-425* [4]		$3,559.00[2]	$3,559.00[3]	$3,559.00[4]
1001559 [2] 1001558 [3] 1001558 [4]	Engine upgrade - specify *MACK MP8 455 HP* [2] *MACK MP8-455* [3] *MACK MP8-455* [4]		$4,289.00[2]	$4,289.00[3]	$4,289.00[4]
1001559 [3] 1001559 [4]	Engine upgrade - specify *SEE DEALER FOR OTHER OPTIONS* [2] *MACK MP8-505* [3] *MACK MP8-505* [4]		NA[2]	$5,751.00[3]	$5,751.00[4]
	Engine upgrade - specify		NA	NA	NA
1361324 [2] 1361324 [3] 1361324 [4]	Transmission upgrade - specify *MACK TM 308M 8SPD MAXI TORQUE* [2] *MACK TM-308M 8 SP MAXI TORQUE w/5 REVERSES* [3] *MACK TM-308M 8 SPD MAXI-TORQUE w/5 REVERSES* [4]		$481.00[2]	$481.00[3]	$481.00[4]
1361311 [2] 1361311 [3] 1361311 [4]	Transmission upgrade - specify *MACK T 310M 10 SPD MAXI TORQUE* [2] *MACK T-310M 10 SP MAXI TORQUE w/5 REVERSES* [3] *MACK T-310M 10 SPD MAXI-TORQUE w/5 REVERSES* [4]		$1,588.00[2]	$1,588.00[3]	$1,588.00[4]
162135 [2] 1362135 [3] 1362135 [4]	Transmission upgrade - specify *FULLER RTO16908LL 10 SPD* [2] *FULLER RTO16908LL* [3] *FULLER RTO16908LL* [4]		$1,302.00[2]	$1,302.00[3]	$1,302.00[4]
	Transmission upgrade - specify *SEE DEALER FOR OTHER OPTIONS* [2] *SEE DEALER* [3] *SEE DEALER* [4]		NA[2]	$0.00[3]	$0.00[4]
	Transmission upgrade - specify *SEE DEALER* [3] *SEE DEALER* [4]		NA	$0.00[3]	$0.00[4]

VEHICLE:	C or G Series			
DEALER:		Nextran Truck Center - Lake City	Nextran Truck Center - Tampa	Nextran Truck Center - Miami
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$101,737.00	$101,737.00	$101,737.00

2401507 [2] 2401507 [3] 2401507 [4]	58,000 lb. GVWR package *14.6F & 44R AXLES* [2] *14.6 F AND 44 R* [3] *14.6F & 44R* [4]	$3,007.00[2]	$3,007.00[3]	$3,007.00[4]
2401501 [2] 2401501 [3] 2401501 [4]	64,000 lb. GVWR package *20F & 44R AXLES* [2] *20F AND 44 R* [3] *20F & 44R* [4]	$4,169.00[2]	$4,169.00[3]	$4,169.00[4]
1861035 [3] 1861033 [4]	GVWR upgrade - specify *SEE DEALER FOR OTHER OPTIONS* [2] *66,000# GVWR UpGrade TIRES, WHEELS, STRG GEAR* [3] *66,000 GVWR UpGrade TIRES, WHEELS, STRG GEAR* [4]	NA[2]	$7,300.00[3]	$7,300.00[4]
	GVWR upgrade - specify *SEE DEALER* [3] *SEE DEALER* [4]	NA	$0.00[3]	$0.00[4]
	GVWR upgrade - specify *SEE DEALER* [3] *SEE DEALER* [4]	NA	$0.00[3]	$0.00[4]
	GVWR upgrade - specify *SEE DEALER* [3] *SEE DEALER* [4]	NA	$0.00[3]	$0.00[4]
	GVWR upgrade - specify *SEE DEALER* [3] *SEE DEALER* [4]	NA	$0.00[3]	$0.00[4]
	Bi-fuel model - specify	NA	NA	NA
	CNG model - specify	NA	NA	NA
	CNG conversion (discuss with dealer)	NA	NA	NA
	LPG conversion (discuss with dealer)	NA	NA	NA
	Dual fuel tanks, or equivalent *SEE DEALER FOR ALL OPTIONS* [2] *SEE DEALER - VARIOUS OPTIONS -* [3] *SEE DEALER - VARIOUS OPTIONS* [4]	NA[2]	$0.00[3]	$0.00[4]
	Nitrogen filled tires including spare tire *not available* [4]	NA	NA	NA[4]
	Allison 4000RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent	NA	NA	NA
1364840 [2] 1364840 [3] 1364840 [4]	Allison 4500RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent	$16,606.00[2]	$16,606.00[3]	$16,606.00[4]
2720201 [2] 2720201 [3] 2720201 [4]	Double Frame: full steel insert	$2,140.00[2]	$2,140.00[3]	$2,140.00[4]

VEHICLE:	C or G Series			
DEALER:		Nextran Truck Center - Lake City	Nextran Truck Center - Tampa	Nextran Truck Center - Miami
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$101,737.00	$101,737.00	$101,737.00

	Front Axle: 14,000 lb rating to include equal capacity steering gear and springs	NA	NA	NA
2401507 [2] 2401507 [3] 2401507 [4]	Front Axle: 14,600 lb rating to include equal capacity steering gear and springs	$986.00[2]	$986.00[3]	$986.00[4]
	Front Axle: 16,000 lb rating to include equal capacity steering gear and springs	NA	NA	NA
2401500 [2] 2401500 [3] 2401500 [4]	Front Axle: 18,000 lb rating to include equal capacity steering gear and springs *MACK FAXL18* [3] *FXL18* [4]	$2,021.00[2]	$2,021.00[3]	$2,021.00[4]
2401501 [2] 2401501 [3] 2401501 [4]	Front Axle: 20,000 lb. rating to include equal capacity steering gear and springs *MACK FAXL20* [3] *FXL20* [4]	$2,221.00[2]	$2,021.00[3]	$2,021.00[4]
1861035 [2] 1861035 [3] 1861035 [4]	Rear Axle: 46,000 lb Arvin Meritor, Eaton, Mack, or equivalent *MACK SS462* [2] *MACK SS462* [3]	$3,103.00[2]	$3,103.00[3]	$3,103.00[4]
rla-1000 [4]	Rigid Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels *SEE DEALER FOR ALL OPIONS* [2] *rigid lift axle, 13,200 lbs. cap. to include tires & wheels* [4]	NA[2]	NA	$7,147.00[4]
1690104 [3] 169-0104 [4]	Steerable Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels *SEE DEALER FOR ALL OPTIONS* [2] *WATSON CHALIN SL-1187* [3] *steerable lift axle, 13,200 lbs. cap. to include tires & wheels* [4]	NA[2]	$12,195.00[3]	$8,285.00[4]
rla-2000 [4]	Rigid Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels *SEE DEALER FOR ALL OPTIONS* [2] *SEE DEALER* [3] *rigid lift axle , 20,000 lbs. cap. to include tires & wheels* [4]	NA[2]	$0.00[3]	$8,285.00[4]
169103 [3] 169-0103 [4]	Steerable Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels *SE DEALER FOR ALL OPTIONS* [2] *WATSON CHALIN 2089* [3] *steerable lift axle, 20,000 lbs. cap. to include tires & wheels* [4]	NA[2]	$15,130.00[3]	$11,635.00[4]
	Rear Suspension: 40,000 lb air ride	NA	NA	Std
1861035 [2] 1861035 [3] 1861035 [4]	Rear Suspension: 46,000 lb Chalmers, Hendrickson, Mack, Volvo "T" ride or equivalent *MACK SS462 CAMELBACK* [2] *MACK SS462 CAMELBACK* [3] *MACK SS462 CAMELBACK* [4]	$3,103.00[2]	$3,103.00[3]	$3,103.00[4]

VEHICLE:	C or G Series			
DEALER:		Nextran Truck Center - Lake City	Nextran Truck Center - Tampa	Nextran Truck Center - Miami
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$101,737.00	$101,737.00	$101,737.00

1861508 [2] 1861508 [3] 1861508 [4]	Rear Suspension: 46,000 lb air ride *MACK S440 w AL461 AIRRIDE* [2] *MACK S440 wAL461 AIR RIDE SUSPENSION* [3] *MACK S440 wAL461 AIR RIDE SUSPENSION* [4]	$2,533.00[2]	$2,533.00[3]	$2,533.00[4]
WARREN FL14 [2] WARREN FL14 [3] 14gp864046 [4]	12 yd. dump body with hoist and electric tarp system. State model bid. *FL-14 w/ DONOVAN TARP* [2] *FL14 W/DONOVAN TARP* [3] *12 cubic yd. steel dump body w/electric tarp* [4]	$12,550.00[2]	$12,550.00[3]	$13,241.00[4]
OX-CTS16 [2] OX-CTS16 [3] 16gp864 [4]	18 yd. dump body with hoist and electric tarp system. State model bid. *OX STEEL 18/20 CU. YARD* [2] *OX STEEL 18/20 CU.YD.* [3] *18 cubic yd. steel dump body w/electric tarp* [4]	$15,065.00[2]	$15,065.00[3]	$13,852.00[4]
NTC-LAKECITY [2] NTC-LCGAL [3] u5-or-174 [4]	Rolloff hoist system and tarp system. State model bid. *GALBREATH 60K, 174 HOIST W/ PIONEER TARP* [2] *GALBREATH U5-OR-174 w/PIONEER TARP - BASIC UNIT* [3] *galbreath u5-or-174 roll-off hoist w/pioneer rp4500rgsa tarp* [4]	$36,400.00[2]	$36,400.00[3]	$36,180.00[4]
	Cab suspension - air ride *included* [4]	Std	Std	Std[4]
	Driver controlled differential lock *included* [4]	Incl.	Incl.	Incl.[4]
WEP-GAL Complete [3] WEP-GAL Complete [4]	Optional mounted body - specify *SEE DEALER FOR ALL BODY OPTIONS* [2] *GALBREATH U5-OR-174 POLY FENDERS, AIR LOCKS, TOOL BX, WORK LIGHTS (4),STROBE LIGHTS, 7" FLATSCREEN CAMERA SYST SINGLE* [3] *GALBREATH U5-OR-174, POLY FENDERS, AIR LOCKS, TOOL BX, WORK LIGHTS (4), STROBE LIGHTS, 7" FLATSCREEN CAMERA SYST SINGLE* [4]	Std[2]	$46,500.00[3]	$46,500.00[4]
WTA-16ALUM [3] WTA-16 ALUM [4]	Optional mounted body - specify *WARREN 16' ALUMINUM DUMP w/DONOVAN TARP, BODY ONLY* [3] *WARREN 16' ALUMINUM DUMP, w/DONOVAN TARP, BODY ONLY* [4]	NA	$20,850.00[3]	$20,850.00[4]
	Optional mounted body - specify *see dealer* [4]	NA	$0.00	$0.00[4]
	Optional mounted body - specify *see dealer* [4]	NA	$0.00	$0.00[4]
	Optional mounted body - specify *see dealer* [4]	NA	$0.00	$0.00[4]
	Optional mounted body - specify *see dealer* [4]	NA	$0.00	$0.00[4]
	Optional mounted body - specify *see dealer* [4]	NA	$0.00	$0.00[4]
	Optional mounted body - specify *see dealer* [4]	NA	$0.00	$0.00[4]

VEHICLE:	C or G Series			
DEALER:		Nextran Truck Center - Lake City	Nextran Truck Center - Tampa	Nextran Truck Center - Miami
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$101,737.00	$101,737.00	$101,737.00

	Optional mounted body - specify *see dealer* [4]	NA	$0.00	$0.00[4]
	Optional mounted body - specify *see dealer* [4]	NA	$0.00	$0.00[4]
1830002 [2] 1830002 [3] 1830002 [4]	Optional equipment - specify *FEPTO (1350 FLANGE ADAPTERS) + 6' FRAME EXT.* [2] *FEPTO (1350 FLANGE ADAPTER) 6" EXTENDED FRAME* [3] *FEPTO (1350 FLANGE ADAPTER) 6" EXTENDED FRAME* [4]	$130.00[2]	$130.00[3]	$130.00[4]
1640001 [2] 1640001 [3] 1640001 [4]	Optional equipment - specify *(2) DASH MOUNTED SWITCHED FOR LOCAL INSTALL* [2] *TWO DASH MOUNTED SWITCHES FOR LOCAL OPTIONS* [3] *TWO (2) DASH MOUNTED SWITCHES FOR LOCAL OPTIONS* [4]	$20.00[2]	$20.00[3]	$20.00[4]
3120010 [2] 3120010 [3] 3120010 [4]	Optional equipment - specify *LED CAB LIGHTS* [2] *CAB ID LIGHTS BULLET CHROME TRUCKLITE LED* [3] *CAB ID LIGHTS BULLET CHROME TRUCK LITE LED* [4]	$97.00[2]	$97.00[3]	$97.00[4]
1579001 [2] 1579001 [3] 1579001 [4]	Optional equipment - specify *EXTERIOR SUN VISOR, PAINTED CAB COLOR* [2] *EXTERIOR SUN VISOR (PAINTED CAB COLOR)* [3] *EXTERIOR SUN VISOR (PAINTED CAB COLOR)* [4]	$185.00[2]	$185.00[3]	$185.00[4]
1522113 [2] 1522113 [3] 1522113 [4]	Optional equipment - specify *WEST COAST MIRRORS, HEATED* [2] *WEST COAST MIRRORS AERODYNAMIC HEATED+MOTORIZED* [3] *WEST COAST MIRRORS AERODYNAMIC HEATED+MOTORIZED* [4]	$604.00[2]	$604.00[3]	$604.00[4]
COD0001 [2] COD0001 [3] COD0001 [4]	Optional equipment - specify *AUX IN-CAB PNEUMATIC LINE CLEAN OUT* [2] *AUX IN-CAB PNEUMATIC LINE CLEAN OUT* [3] *AUX IN-CAB PNEUMATIC LINE CLEAN OUT* [4]	$59.00[2]	$59.00[3]	$59.00[4]
B660002 [2] B660002 [3] B660002 [4]	Optional equipment - specify *DASH MTD. INDICATOR, BODY / HOIST "up" LIGHT* [2] *DASH MTD. INDICATOR, BODY/HOIST "up" BODY LAMP* [3] *DASH MTD. INDICATOR, BODY/HOIST "up" BODY LAMP* [4]	$91.00[2]	$91.00[3]	$91.00[4]
COC0001 [2] COC0001 [3] COC0001 [4]	Optional equipment - specify *WORK LIGHTS, LH & RH LED MOUNDED ON STEPS* [2] *WORK LIGHTS RH/LH LED LIGHTS STEPS+GROUND BOTH SIDES* [3] *WORK LIGHTS RH/LH LED LIGHTS STEPS+GROUND, BOTH SIDES* [4]	$145.00[2]	$145.00[3]	$145.00[4]
1919007 [2] 1919007 [3] 1919007 [4]	Optional equipment - specify *PTO CONTROL, SWITCH w/ LIGHT- PREWIRED PLUMED* [2] *PTO-CONTROL, SWITCH WITH LIGHT - PREWIRED+PIPED* [3] *PTO-CONTROL, SWITCH WITH LIGHT - PREWIRED+PIPED* [4]	$200.00[2]	$200.00[3]	$200.00[4]
	Optional equipment - specify *SEE DEALER* [4]	NA	$0.00	$0.00[4]
	Optional equipment - specify *SEE DEALER* [4]	NA	$0.00	$0.00[4]

VEHICLE:	C or G Series			
DEALER:		Nextran Truck Center - Lake City	Nextran Truck Center - Tampa	Nextran Truck Center - Miami
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$101,737.00	$101,737.00	$101,737.00

	Optional equipment - specify *SEE DEALER* [4] McNielus Refuse body	77,893	NA	$0.00	$0.00[4] attached
	Optional equipment - specify *SEE DEALER* [4]		NA	$0.00	$0.00[4]
	Optional equipment - specify *SEE DEALER* [4] extended pass seat	155	NA	$0.00	$0.00[4]
	Optional equipment - specify *SEE DEALER* [4]		NA	$0.00	$0.00[4]
	~~Temporary tag~~ *SEE DEALER* [3] REPTO w crossmember *SEE DEALER* [4]	4148	NA	$0.00[3]	$0.00[4]
	Transfer existing registration (must provide tag number) *SEE DEALER* [3] *SEE DEALER* [4]		NA	$0.00[3]	$0.00[4]
	New state tag (specify state, county, city, sheriff, etc.) *SEE DEALER* [3] *SEE DEALER* [4]		NA	$0.00[3]	$0.00[4]
	Maintenance Plan - specify *SEE DEALER FOR ALL OPTIONS* [2] *SEE DEALER* [3] *SEE DEALER* [4]		NA[2]	$0.00[3]	$0.00[4]
	Maintenance Plan - specify *SEE DEALER* [3] *SEE DEALER* [4]		NA	$0.00[3]	$0.00[4]
	Maintenance Plan - specify *SEE DEALER* [3] *SEE DEALER* [4]		NA	$0.00[3]	$0.00[4]
BRONZE BULLDOG [3] BRONZE BULLDOG [4]	Warranty - specify Municiple Warranty Package *SEE DEALER FOR ALL OPTIONS* [2] *SEE DEALER FOR VARIOUS PACKAGES* [3] *SEE DEALER FOR VARIOUS PACKAGES* [4]		NA[2]	$0.00[3]	6000.00 $0.00[4]
	Warranty - specify *SEE DEALER FOR VARIOUS PACKAGES* [3] *SEE DEALER FOR VARIOUS PACKAGES* [4]		NA	$0.00[3]	$0.00[4]
	Warranty - specify *SEE DEALER FOR VARIOUS PACKAGES* [3] *SEE DEALER FOR VARIOUS PACKAGES* [4]		NA	$0.00[3]	$0.00[4]
	Diesel Warranty - specify *SEE DEALER FOR ALL OPTIONS* [2] *SEE DEALER FOR VARIOUS PACKAGES* [3] *SEE DEALER FOR VARIOUS PACKAGES* [4]		NA[2]	$0.00[3]	$0.00[4]
	Diesel Warranty - specify *SEE DEALER FOR VARIOUS PACKAGES* [3] *SEE DEALER FOR VARIOUS PACKAGES* [4]		NA	$0.00[3]	$0.00[4]

Fl Sherriff actual bid 230,201.00

McNeilus
An Oshkosh Corporation Company

McNeilus Truck and Manufacturing Co.
Pompano Beach, FL 33064
813-838-0417

McNeilus Model 2516: 3.5HD 25 yd Rear Loader

Quote Number: 0BC201401162247 **Rev:** 0 **Printed: 2/7/2014**

To:

Nextran Truck Center - Riviera Beach
7151 Industrial Drive South
Riviera Beach, FL 33404 USA
Attn: David Gluckler

Unit Price:	$ 70,545
Federal Excise Tax:	$ -
Freight:	$ 4,155
Total Unit Price:	$ 74,700
Quantity:	1
Extended Price:	$ 74,700

Delivery Point:
City of Lake Worth
1749 3rd Ave. South
Lake Worth, FL 33460
USA

Standard Equipment:

Commercial Intertech Pump and Valves	Rosenboom Cylinders	Body Access Door
D.O.T. Reflective Tape	Smart Pak	3.55 cubic yard hopper
Tailgate Safety Prop	Aeroquip Hoses	L.E.D. Lights

Options Included in Price:

Access Door Ladder, Fold-Up with Shut Down and Light
Add Top Spot Mirror, Curbside
Cart Tipper Model: Third Man 500 (Qty 2)
Center Stop Light
Fender Lights, Round (4-1/2 inch)
Fire Extinguisher in Cab, 5 lb.
Fire Extinguisher, 20 lb., Under Body, Curbside
Hopper Liner, 3/16 inch AR200
Hopper Work Lights: 2
Manual Linkage, Curbside and Streetside
Mudflaps, Front: Black w/McNeilus Logo
Rear-to-Cab Buzzer, Curbside and Streetside
Remote Mount Hot Shift
Safety Triangle Kit in Cab
Shovel, One (1)
Smart Lights, (4), 4" on Tailgate
SSP DVR: 32GB SD Card
SSV Extreme, 7" Color, 4 port, 1 Camera
TG/Ejector Valve Moved 26 inches Rearward
One Year Body Warranty

OPTIONAL CYLINDER WARRANTY:

- 3 ADDITIONAL YEARS - $1,236.00
- 4 ADDITIONAL YEARS - $1,854.00
- 5 ADDITIONAL YEARS - $3,193.00

Quantity Discount
Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in revision of price.

Freight Charges
Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transport.

Specifications
All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or McNeilus may result in the substitution of components of equal or greater quality.

Special Options
Special options are subject to Engineering application approval.

Taxes
No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.

Terms & Conditions
This quotation assumes and is subject to the standard terms and conditions of London Machinery, McNeilus Truck and Manufacturing Co. and Oshkosh Corporation, including limitations of warranty.

Payment Terms
Due upon receipt

Chassis: CT - Mack GU813
(Provided By Customer)

This quotation is valid until 02/15/2014. Any order is contingent upon acceptance by McNeilus Companies, Inc.
By signing and returning this document, you are indicating that you have read and approved the above specification.

Authorized Signature _____ **Date** _____

CITY OF LAKE WORTH

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

AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2014-12 - Second Reading and Public Hearing - amend Chronic Nuisance Property Code related to exemptions from chronic nuisance activities

SUMMARY:

The Ordinance includes changes identified by staff, City Attorney's Office, and Palm Beach Sheriff Office to improve the effectiveness of the chronic nuisance program regarding exemptions from chronic nuisance activities.

BACKGROUND AND JUSTIFICATION:
Chronic Nuisance Services Ordinance: In May of 2013 the City's Code Compliance Division, a representative of the City Attorney's Office, and the Palm Beach County Sheriff's Office (PBSO), District 14, began monthly meetings to more effectively troubleshoot and coordinate solutions to the most pressing code enforcement and crime issues within the City. Several updates to the City's Chronic Nuisance Services Ordinance were later adopted in September 2013. Now, several months later, additional changes are needed to clarify what constitutes a nuisance activity triggering the ordinance.

Chronic Nuisance Services are a relatively new tool in the State of Florida. It allows the City to declare a property a "chronic nuisance property" based upon a mandatory minimum number of law enforcement calls for service made to the property. The types of calls for service that trigger the ordinance include such offenses as discharging a firearm in public, criminal mischief, trespass in a structure, loitering and prowling, disorderly intoxication, breach of the peace, etc. Once the minimum number of calls for service has been made at the property, the City issues the owner a "Declaration of Chronic Nuisance Property" and the owner is required to submit an action plan to the City that outlines how the owner plans to abate these unlawful activities at the property. If the owner fails to provide or carry out the action plan, the City will prosecute the case before the special magistrate and seek a "Chronic Nuisance Service Order" which allows the City to abate the nuisance and charge the owner for any abatement costs. The costs may be assessed as special assessments against the property and may be collected pursuant to the uniform method.

The amendments to the ordinance include the following: provide for additional "triggering" calls for service; provide for shared responsibilities between the City Attorney's Office and the Code Compliance Division; clarification of the 12 month jurisdiction of the special magistrate over a property; changes to the types of abatement activity to be considered in the action plan; providing for the automatic scheduling of a hearing as part of a notice of violation; clarification of how costs are determined and assessed; and removal of the delinquent payment process.

At its regular meeting of April 15, 2014, the City Commission voted 5-0 to schedule the second reading and public hearing for the proposed ordinance.

MOTION:
I move to approve/not approve Ordinance No. 2014-12 on second reading,

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

ORDINANCE NO. 2014-12 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE XIX “CHRONIC NUISANCE PROPERTY CODE”, DIVISION 1 “CHRONIC NUISANCE SERVICES”, SECTION 2-201 “PATTERN OF NUISANCE ACTIVITY”, TO MODIFY THE EXEMPTIONS OF NUISANCE ACTIVITY; AMENDING SECTION 2-208, “METHOD OF NOTICE; CONSTRUCTION”, TO MODIFY THE NOTICE REQUIREMENTS; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE

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

WHEREAS, the City’s Code of Ordinances provides, at Chapter 2, Article XIX “Chronic Nuisance Property Code”, Division 1 “Chronic Nuisance Services”, for the declaration of chronic nuisance properties and the assessment of the costs of chronic nuisance services against such properties; and

WHEREAS, the City Attorney’s Office and the Code Compliance Division have conducted meetings with the Palm Beach County Sheriff’s Office regarding the enforcement of the ordinance and the need for amendments to the ordinance related to the modification of the exemptions from chronic nuisance activity and notice requirements; and

WHEREAS, these amendments continue to ensure adequate due process is provided to respondents; and

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

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

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

Section 2. Chapter 2 “Administration”, Article XIX, “Chronic Nuisance Property Code”, Division 1 “Chronic Nuisance Services”, Section 2-201 “Pattern of nuisance activity” is hereby amended to read as follows:

Sec. 2-201. Pattern of nuisance activity.

(a) *Nuisance activity.* Nuisance activity means any activities relating to the following violations, whenever engaged in by property owner, agent, tenant, or invitee of the property owner or tenant:

(1) Chapter 5—Alcoholic beverages.

(2) Chapter 15, article I, sections 15-24 through 15-24.10—Noise control regulations.
(3) Chapter 15, article V—Sexual offenders & sexual predators residence.
(4) F.S. § 767.12—Dangerous dogs.
(5) F.S. § 784.03—Battery; felony battery.
(6) F.S. § 784.041—Felony battery.
(7) F.S. § 784.045—Aggravated battery.
(8) F.S. § 790.01—Carrying concealed weapons.
(9) F.S. § 790.10—Improper exhibition of dangerous weapons or firearms.
(10) F.S. § 790.15(1)—Discharging firearm in public.
(11) F.S. § 796.06—Renting space to be used for prostitution.
(12) F.S. § 796.07—Prostitution.
(13) F.S. § 800.03—Exposure of sexual organs.
(14) F.S. § 806.13—Criminal mischief.
(15) F.S. § 810.08—Trespass in structure or conveyance.
(16) F.S. § 810.09—Trespass on property other than structure or conveyance.
(17) F.S. § 812.014—Theft.
(18) F.S. § 812.019—Dealing in stolen property.
(19) F.S. § 812.173—Conveyance business security.
(20) F.S. § 824.01—Nuisance.
(21) F.S. § 828.12—Cruelty to animals.
(22) F.S. § 843.01—Resisting officer with violence.
(23) F.S. § 843.02—Resisting officer without violence.
(24) F.S. § 856.011—Disorderly intoxication.
(25) F.S. § 856.015—Open house parties.
(26) F.S. § 856.021—Loitering or prowling.
(27) F.S. § 856.022—Loitering or prowling in close proximity to children.
(28) F.S. § 870.01—Affrays and riots.
(29) F.S. ch. 874—Criminal gang enforcement and prevention.
(30) F.S. § 877.03—Breach of the peace; disorderly conduct.
(31) F.S. ch. 893—Any offense under the Florida Comprehensive Drug Abuse Prevention and Control Act.
(32) Any other offense under state or federal law that is punishable by a term of imprisonment exceeding one (1) year.

(b) *Pattern of nuisance activity.* Real property shall be deemed to exhibit a pattern of nuisance activity if:

(1) The city's law enforcement has responded to three (3) or more nuisance activities at the property within thirty (30) days;
(2) The city's law enforcement has responded to seven (7) or more nuisance activities at the property within six (6) months;

(3) An alcoholic beverage establishment that employs private security is located on the property and the city's law enforcement has responded to five (5) or more nuisance activities at the property within thirty (30) days or twenty (20) or more nuisance activities at the property within six (6) months; or

(4) As otherwise provided by this code.

(c) *Construction and application.* Pattern of nuisance activity shall not be construed to include:

(1) ~~A nuisance activity where the property owner, agent, tenant, or invitee of the property owner, agent or tenant is a victim of a crime;~~

(~~2~~1) A nuisance activity that does not arise from the conduct of the property owner, agent, tenant, or invitee of the property owner, agent or tenant; or

(~~3~~2) A complaint or call for service to which the city responded and the city determined that no violation was committed.

(d) *Separate occurrences.* For purposes of this article, each day that law enforcement responds to a nuisance activity at the property shall be a separate occurrence.

Section 3. Chapter 2 “Administration”, Article XIX, “Chronic Nuisance Property Code”, Division 1 “Chronic Nuisance Services”, Section 2-208 “Method of notice; construction” is hereby amended to read as follows:

Sec. 2-208. Method of notice; construction.

(a) *Notice.* ~~Unless otherwise provided, notice required by this article shall be certified mail, return receipt required and by first class mail to the address listed on the ad valorem tax roll. Notice shall be posted at the property where the nuisance activities occurred.~~ All notices required by this article shall be provided to the owner(s) consistent with the requirements for notice provided in section 162.12, Florida Statutes, regarding notices for code enforcement cases, except that if any notice sent by certified mail is not signed as received within fifteen (15) days after the date of mailing, notice may be provided by posting as described in section 162.12(2)(b), Florida Statutes. Notice by posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as set forth above. Evidence that an attempt has been made to hand deliver or mail notice as provided above, together with proof of posting, shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the owner actually received such notice.

(b) *Construction of notice.* A property owner shall be deemed to have notice of a nuisance activity if that property owner: (1) has actual knowledge of the nuisance activity; (2) has received notice of the nuisance activity; (3) has reason to know about the nuisance activity; (4) knows about a fact related to the nuisance activity; or (5) is able to ascertain the existence of a nuisance by checking an official filing or recording. The lack of knowledge of, acquiescence, or participation in, or responsibility for a nuisance activity on the part of property owner shall not be a defense to any enforcement of this article.

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

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

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

Section 7. Effective Date. This ordinance shall take effect ten (10) days after adoption.

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

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 15th day of April, 2014.

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

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

The Mayor thereupon declared this Ordinance duly passed and enacted on the 6th day of May, 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: May 6, 2014, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2014-13 - Second Reading and Public Hearing - amend Chronic Nuisance Property Code related to special assessments

SUMMARY:
The Ordinance expands the definition of chronic nuisance services costs to include the Unsafe Building Abatement Code and board, secure, and lot clearing ordinances.

BACKGROUND AND JUSTIFICATION:
As Code Compliance and the City Attorney's Office work in tandem with the Palm Beach Sheriff's Office (PBSO) to address blight conditions in the City, several additional required changes to the Chronic Nuisance Services Ordinance have been identified. The City adopted a Chronic Nuisance Services Ordinance in September of 2011 and over the course of its implementation several changes have been needed to ensure that the ordinance is not in conflict with Florida Statutes with regard to special assessments. In addition, changes, amendments and additions have had to be made to ensure that the ordinance can be implemented effectively and efficiently.

This Ordinance changes the City's assurance that its special assessment process for demolitions, board and securing properties and lot clearings as well as activities under the Chronic Nuisance Property Code and other related abatement services provided by the city are all addressed. The basis for the assessments and the legal provisions for them are all updated and comply with Florida Statutes.

At its regular meeting of April 15, 2014, the City Commission voted 5-0 to schedule the second reading and public hearing for the proposed ordinance.

MOTION:
I move to approve/not approve Ordinance No. 2014-13 on second reading.

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

ORDINANCE NO. 2014-13 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE XIX “CHRONIC NUISANCE PROPERTY CODE”, DIVISION 2 “LEVY AND COLLECTION OF NON-AD VALOREM ASSESSMENTS”, SECTION 2-221 “UNPAID CHRONIC NUISANCE SERVICE COSTS; NON-AD VALOREM ASSESSMENT” TO DEFINE THE TERM “CHRONIC NUISANCE SERVICES COSTS”; PROVIDING LEGAL AUTHORITY FOR THE LEVY AND COLLECTION OF ABATEMENT SERVICES AS SPECIAL ASSESSMENTS; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the City has adopted various ordinances to address and abate nuisances on properties within the City, including, but not limited to, the “Lot Clearing Ordinance” (secs. 12-38 through 12-42); the “Board and Secure Ordinance” (secs. 2-75.2 through 2-75.2.7); the “Unsafe Building Abatement Code” (sec. 9-2.2); the “Chronic Nuisance Property Code” (secs. 2-200 through 2-211); and any other ordinance (existing or adopted hereinafter) authorizing the City to abate a nuisance or otherwise comply a violation of the Code of Ordinances and assess the unpaid costs as a special assessment (collectively, the “Nuisance Ordinances”); and

WHEREAS, the City Commission finds that the provision of these various abatement services by the City under the Nuisance Ordinances provides a direct, special benefit to assessed real property; and

WHEREAS, the City Commission finds that there is a logical relationship between the provision of abatement services by the City pursuant to the Nuisance Ordinances and an enhancement in the value and desirability of assessed real property; and

WHEREAS, due to the various Nuisance Ordinances, the City Commission wishes to define the term “chronic nuisance services costs” as that term is used in Chapter 2, Article XIX, Division 2 regarding the “Levy and Collection of Non-Ad Valorem Assessments”; and

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

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

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

Section 2. The City Commission of the City of Lake Worth, Florida, hereby ascertains, finds, determines and declares that:

(a) Pursuant to Fla. Const. art. VIII, section 2(b), F.S. §§ 166.021 and 166.041, and City Charter art. I, section 3, the city commission has all powers of local self-government to perform municipal functions and to render municipal services in a manner not inconsistent with law. Such powers may be exercised by the enactment of city ordinances.

(b) The city commission may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law. The city commission may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in F.S. §§ 166.021(3). The subject matter described in F.S. §§ 166.021(3) is not relevant to the imposition of special assessments related to the provision of abatement services by the City.

(c) The provision of abatement services by the city pursuant to the Nuisance Ordinances possesses a logical relationship to the use and enjoyment of the benefited real property and provides a direct, special benefit to real property by:

(1) reducing or deferring property maintenance costs;
(2) reducing or deferring property management costs;
(3) eliminating unsanitary and unsightly conditions;
(4) eliminating the invitation of on-site criminal activities;
(5) protecting the health and safety of the occupants, if any;
(6) protecting the value of the real property;
(7) staying possible daily accruing code enforcement fines and liens; and
(8) enhancing the market perceptions.

(d) The cost of abating nuisances is entirely apportioned to the assessed real property receiving the service; such cost and apportionment is fair and reasonable; and the benefits to the property exceed the amount of the assessment.

(e) The cost of abating nuisances may be levied against benefited real property as a special assessment superior to all other private rights, interest, liens, mortgages, encumbrances, titles and claims upon the property and equal in rank and dignity with a lien for ad valorem taxes.

(f) The special assessments to be levied using the procedures of the Nuisance Ordinances shall constitute non-ad valorem assessments within the meaning and intent of F.S. § 197.3632.

(g) The special assessments to be levied using the procedures provided in the Nuisance Ordinances are imposed by the city commission. The duties of the property appraiser and tax collector under the provisions of this Chapter 2, Article XIX, Division 2 and F.S. § 197.3632 are ministerial.

Section 3. Section 2-221 "Unpaid chronic nuisance services costs; non-ad valorem assessment" is hereby amended to read as follows: and

Sec. 2-221. Definition; ~~U~~unpaid chronic nuisance service costs; non-ad valorem assessment.

(a) Definition. "Chronic nuisance services costs", when used in this division, shall include the costs incurred by the city to abate nuisances pursuant to any of the following ordinances:

(1) "Lot Clearing Ordinance" (secs. 12-38 through 12-42);
(2) "Board and Secure Ordinance" (secs. 2-75.2 through 2-75.2.7);
(3) "Unsafe Building Abatement Code" (sec. 9-2.2);
(4) "Chronic Nuisance Property Code" (secs. 2-200 through 2-211); and
(5) Any other existing ordinance, or ordinance adopted hereinafter, that authorizes the city to abate a nuisance or otherwise comply a violation of the Code of Ordinances and assess the costs thereof as a special assessment.

(b) Any chronic nuisance service costs that remain delinquent and unpaid as of June 1st of each year shall be a special assessment levied against the benefited real property as a non-ad valorem assessment superior to all other private rights, interests, liens, encumbrances, title and claims upon the benefited real property and equal in rank and dignity with alien for ad valorem taxes.

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

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

Section 6. Codification. Section 2 of this ordinance shall be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 7. Effective Date. This ordinance shall take effect ten days after its adoption.

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

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 15th day of April, 2014.

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

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

The Mayor thereupon declared this Ordinance duly passed and enacted on the 6th day of May, 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: May 6, 2014, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2014-14 - Second Reading and Public Hearing - amend Buildings and Structural Regulations

SUMMARY:
The Ordinance clarifies notice and hearing request requirements including limiting the time required for return receipt mail, mailing invoices, and special assessment language.

BACKGROUND AND JUSTIFICATION:
As Code Compliance and the City Attorney's Office work in tandem with the Palm Beach Sheriff's Office (PBSO) to address blight conditions in the City, several additional required changes to the Chronic Nuisance Services Ordinance have been identified. The City adopted a Chronic Nuisance Services Ordinance in September of 2011 and over the course of its implementation several changes have been needed to ensure that the ordinance is not in conflict with Florida Statutes. In addition, changes, amendments and additions have had to be made to ensure that the ordinance can be implemented effectively and efficiently.

Changes requested in this Ordinance involve proper noticing requirements, requests for hearings, mailings, invoices and the special assessment provisions. The changes also should speed up the process for demolition and boarding activities, ensure that due process requirements are met and reduce expenditures for these components.

At is regular meeting of April 15, 2014, the City Commission voted 5-0 to schedule the second reading and public hearing for the proposed ordinance.

MOTION:
I move to approve/not approve Ordinance No. 2014-14 on second reading.

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

ORDINANCE NO. 2014-14 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 9 “BUILDINGS AND STRUCTURAL REGULATIONS”, ARTICLE I “IN GENERAL”, SUBSECTION 9-2.2(G) TO CLARIFY THE TIMELINE FOR A REQUEST FOR HEARING; AMENDING SUBSECTION 9-2.2(H) TO CLARIFY THE REQUIRED INFORMATION IN A NOTICE OF VIOLATION; AMENDING SUBSECTION 9-2.2(I) TO ALLOW FOR DIFFERENT FORMS OF NOTICE TO RUN CONCURRENTLY AND TO INCLUDE A TIME LIMITATION ON THE RECEIPT OF CERTIFIED MAIL; AMENDING SUBSECTION 9-2.2(P) TO PROVIDE FOR THE MAILING OF THE INVOICE OF COSTS BY REGULAR MAIL; AMENDING SUBSECTION 9-2.2(Q) TO CLARIFY THE SPECIAL ASSESSMENT PROCESS; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the City adopted its “Unsafe Building Abatement Code” to address unsafe, dangerous, dilapidated and substandard buildings within the City; and

WHEREAS, the City Commission wishes to improve upon the notice and hearing request requirements to ensure due process has been met and to ensure that such requirements are not overly burdensome; and

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

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

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

Section 2. 9-2.2 “Abatement of unsafe buildings”, subsection (g) is hereby amended to read as follows:

(g) Emergency action. If the building official or designee finds that a building is likely to fully or partially collapse, posing an immediate hazard to life or to the safety of the general public, the building shall be deemed an emergency and ordered demolished immediately by the building official by affidavit attesting to the unsafe condition and by letter of authorization by the city manager. Prior to such demolition, notice shall be given to the owner of record and to any other interested party by hand delivery or, if

hand-delivery is not reasonably possible, by posting the property and by mailing the notice by regular mail and certified mail, return receipt requested. Proof of posting and mailing shall be by affidavit of the person posting and mailing the notice, which affidavit shall include a copy of the notice posted and mailed and the date of mailing and the date and places of its posting. Notice so posted may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail. In any event, such notice shall include the affidavit of the building official and shall give the owner of the property five (5) business days to deliver a written request for a hearing~~, in writing~~ to the building official~~, a hearing before the special magistrate~~. Notice shall be deemed received upon hand delivery or, if not hand delivered, upon the date the return receipt was signed. If the notice could not be hand delivered and the signed return receipt is not received within ten (10) days of mailing, the notice shall be deemed received ten (10) days after it is first posted.

Section 3. 9-2.2 "Abatement of unsafe buildings", subsection (h) is hereby amended to read as follows:

(h) Written notice of violation. Whenever the building official has determined that such building is unsafe, the building official shall prepare a written notice of violation to the owner of record and all interested parties as follows:

(1) The notice of violation shall contain, but not be limited to, the following or substantially similar information:

a. The street address and legal description or property control number of the property on which the unsafe building is located.

b. A statement indicating the building has been declared unsafe by the building official~~,~~ and a summary of the conditions that led to the building official's determination.

c. A statement advising that if the following required action as determined by the building official is not commenced within or completed by the time specified, the building will be ordered vacated and posted to prevent further occupancy until the work is completed.

1. If the building is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within thirty (30) days and continued to completion within such time as the building official determines.

2. If the building is to be vacated, the notice shall indicate the time within which vacation is to be completed.

3. If the building is to be demolished, the notice shall require that all required permits for demolition be secured and that the demolition be completed within such time as determined reasonable by the building official. ~~If the building is occupied, the notice shall require that the premises be vacated within sixty (60) days.~~

* * *

Section 4. 9-2.2 “Abatement of unsafe buildings”, subsection (i) is hereby amended to read as follows:

(i) *Service of notice of violation and notice of pending administrative action*. The notice shall be served either personally or by certified mail, postage pre-paid, return receipt requested, to each owner at the address as it appears in the official public records and to all other known interested parties. If addresses are not available on any person required to be served the notice, the notice addressed to such person shall be mailed to the address of the building or structure involved in the proceedings. The failure of any person to receive proper notice as described herein, other than the owner of record, shall not invalidate any proceedings under this section. Service by certified or registered mail as herein described shall be effective on the date the notice was received as indicated on the return receipt. In the event the certified mail is unclaimed or refused or the return receipt is not otherwise returned within twenty-one (21) days of mailing or there is no mailing address for an interested party, the notice shall be posted at the property and city hall for ten (10) days; the notice shall be re-sent by first class mail documented by a properly executed proof of mailing and posting or affidavit confirming the first class mailing and posting; and a notice of condemnation shall be published once a week for four (4) consecutive weeks in a newspaper of general circulation within the city. For properties that are published and posted, the notice shall be deemed received the day the notice was last published or ten (10) days after the notice was first posted, whichever is later. Notice by publication and posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as set forth above. Evidence that an attempt has been made to hand deliver or mail notice as provided above, together with proof of publication and posting as provided above, shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the owner or interested party actually received such notice.

Section 5. 9-2.2 “Abatement of unsafe buildings”, subsection (p) is hereby amended to read as follows:

(p) *Recovery of costs.*

(1) Whenever a building or structure is boarded and secured, repaired or demolished in accordance with the provisions of

this code and the cost of such boarding and securing, repair or demolition is borne by the city, all costs incurred by the city, including but not limited to, the cost incurred in the compliance of the unsafe building, searching of the public records or title work to determine the record owners and interested parties in serving the notice as specified above, costs of publication and the costs of service and postage, and any other cost or fee attributable to the unsafe building, shall be assessed to the owner of the affected land or premises and shall become a lien against such land or premises as provided in this section.

(2) The building official shall certify the costs borne by the city, as described above, and shall serve such invoice~~cost certification~~ upon the property owner by regular mail~~certified mail return receipt requested~~. This invoice~~cost certification~~ is a demand for payment from the property owner.

Section 6. 9-2.2 “Abatement of unsafe buildings”, subsection (q) is hereby amended to read as follows:

(q) *Lien created.*

(1) If the owner fails to make payment within thirty (30) days from the date of the demand for payment, the amount of the certified costs shall be reported to the city commission in the form of a resolution assessing the costs against the real property upon which such costs were incurred, as a special assessment equal in rank and dignity with taxes and other non-ad valorem assessments and superior in dignity to all other liens, mortgages, judgments, encumbrances, titles, and claims, until paid. Such assessment shall be recorded in the public records.

(2) Said assessment shall bear interest at the current legal rate of interest per annum as provided by law and shall constitute a lien upon the land from the date of the assessment and shall be collectible in the same manner as liens for taxes and special assessments and with the same attorney's fee, penalties for default in payment, and under the same provisions as to sale and forfeiture~~, provided, however, that no lien created pursuant to the provisions of this section may be foreclosed on property that is homestead under Section 4, Article X of the State Constitution~~.

(3) Collection of such assessments, with such interest and with a reasonable attorney's fee, may also be made by the city commission by proceedings in a court of competent jurisdiction to foreclose the lien of the assessment in the

manner in which a lien for mortgages is foreclosed under the laws of the state and it shall be lawful to join in any complaint for foreclosure any one or more lots or parcels of land, by whomever owned, if assessed under the provisions of this section.

(4) Property subject to lien may be redeemed at any time prior to sale by its owner by paying the total amount due under the corresponding assessment lien including interest, court costs, advertising costs and reasonable attorney's fees.

(5) The city may choose to use the uniform method to collect such non-ad valorem assessments as authorized under F.S. § 197.3632, as amended from time to time, or in the same manner as assessments for chronic nuisance service assessments.

Section 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 8. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Codification. The sections of the ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 10. Effective Date. This ordinance shall take effect ten days after its adoption.

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

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 15th day of April, 2014.

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

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

The Mayor thereupon declared this Ordinance duly passed and enacted on the 6th day of May, 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: May 6, 2014, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2014-15 - Second Reading and Public Hearing - amend definition of appraised value and clarify methods of sale

SUMMARY:
The Ordinance amends the definition of appraised value and provides clarification regarding the methods of sale of City surplus real property.

BACKGROUND AND JUSTIFICATION:
The City Commission has deemed twenty-five (25) parcels as property worthy of being deemed surplus. As staff has been preparing the documentation for the proposed disposition of the properties, the required minimum sales bid for sealed bid offers as stipulated by City Code was defined as one hundred and fifty percent (150%) of the appraised value of the property as determined by the Palm Beach County Property Appraiser's office. In staff's opinion, the minimum sales bid should be more realistic to attract offers and be set at a value commensurate with its actual market value.

Successful disposition of the parcels will accomplish returning the properties to productive use and back onto the City's tax roll, eliminate potential blight, reduce on-going maintenance costs, reduce exposure to liability and help offset the City's current fiscal situation. Accordingly, Staff recommends amending the definition of the appraised value to mean one hundred percent (100%) of the total market value of the real property as reported by the County's Property Appraiser.

At its regular meeting of April 15, 2014, the City Commission voted 5-0 to schedule the second reading and public hearing for the proposed ordinance.

MOTION:
I move to approve/not approve Ordinance No. 2014-15 on second reading.

ATTACHMENT(S):
Fiscal Impact Analysis
Ordinance

ORDINANCE NO. 2014-15 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 1 GENERAL, SECTION 2-1 “SALE OF CITY OWNED PROPERTY” TO AMEND THE DEFINITION OF APPRAISED VALUE AND CLARIFY THE METHODS OF SALE; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

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

WHEREAS, the City’s Code of Ordinances, at Chapter 1, Section 2-1, sets forth the process for the sale of city owned property; and

WHEREAS, the City Commission wishes to allow the sale of city owned property for 100% of the total market value as reported by the county’s property appraiser’s current year; and

WHEREAS, the City Commission has reviewed the recommended revisions to section 2-1 and has determined that it is in the best interest of the public health, safety and general welfare of the City to adopt this ordinance.

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

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

Section 2. Chapter 1 General Sec. 2-1. Sale of city-owned property. is hereby amended as follows:

(a) *Definitions.* As used in this section:

(1) *Real property* or *property* shall mean any real property owned by the city, the sale of which is not otherwise prohibited by the charter of the city, an ordinance of the city, or the laws of the state.
(2) *Surplus property* shall mean city property the city commission has declared is not needed for city purposes.
(3) *Good standing* shall mean that the person or entity submitting a bid or offer must have no code enforcement fines, special assessments, taxes, judgments or liens of any kind outstanding to the city and have not withdrawn an offer previously approved by the city.
(4) *Appraised value* shall mean one hundred ~~fifty (150)~~ (100) percent of the ~~fair~~ total market value of the real property as reported by the county's property appraiser's current year of certified appraisal market value, or shall mean the opinion of an independent property appraisal employed pursuant to this section.

a. If an independent property appraisal is requested by the city and prepared for the property, then the appraised value shall be established from this report and not be based upon one hundred ~~fifty (150)~~(100) percent of the county appraiser's total market value.

b. If two (2) or more independent property appraisers are employed to appraise the same property, the appraised value will be the average of the appraisals unless the city commission, in its sole discretion, determines otherwise.

(5) *Proven track record* shall mean three (3) completed affordable housing projects.

(b) *Declaration of surplus property.*

(1) An inventory list of all real property within the city limits to which the city holds fee simple title shall be prepared at least every three (3) years. Properties found to be appropriate for use as affordable housing by the planning and zoning board shall be delineated on said inventory list and provided to the city commission for public hearing. All properties listed must include the address and legal description of each such property and specify whether the property is vacant or improved. The city commission must review the list at a public hearing and make a determination of the properties appropriate for affordable housing. Following the public hearing, the city commission shall adopt a resolution that includes an inventory list of property to be used as affordable housing.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the city commission may be offered for sale and the proceeds may be used to purchase land for the development of affordable housing, or to increase the city fund earmarked for affordable housing, or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction or rehabilitation of a property for permanent affordable housing.

(3) The city commission may also determine if there are properties that are unusable or not needed for city purposes that are not appropriate for affordable housing and that are to be sold by competitive sealed bids or by a request for proposal. These properties will then be identified on the inventory list.

(4) The city may sell the property by any of the following means listed below.

(c) *Method of sale.*

(1) *Competitive sealed bids.*

a. An invitation for bids shall be issued which shall include the specifications for the purchases sought including any special terms or conditions of sale.

b. Public notice. Prior to bid opening, public notice of the invitation for bid shall be published in a newspaper of general circulation once a week for two (2) consecutive weeks and by any other such means as deemed appropriate by the purchasing manager.

c. Bid submission. Bids shall be accepted only from persons or entities that are in good standing with the city. Bids must be received no later than the time and date and at the location specified for bid opening in the invitation for bid. No bids shall be accepted after such time and date or at any other location than specified. Bids received later, or at any other location specified, or from a vendor not in good standing with the city, shall be returned unopened to the bidder.

d. Bid opening. Bids shall be opened publicly at the time and place specified in the invitation for bids. The name of each bidder, the amount of each bid, and such other relevant information shall be recorded and such information shall be posted.

e. Bid cancellation or postponement. The city may at any time, elect to cancel a bid or postpone the date and/or time of bid submission or opening. After a bid opening, the purchasing manager may cancel a bid if fewer than two (2) responsive, and responsible bids are received.

(2) *Request for proposal.*

a. At any time, the city can issue a request for proposal for a property which may include any special terms or conditions of sale.

b. All responses to the request for proposal must be received no later than the time and date and at the location specified in the request for proposal. No response shall be accepted after such time and date or at any other location than specified. A response received later, or at any other location than specified, or from a person or entity not in good standing, shall be returned unopened.

c. *Cancellation or postponement*. The city may at any time, elect to cancel a request for proposal, or postpone the date and/or time of submission or opening. After a request for proposal opening, the purchasing manager may cancel a request for proposal if fewer than two (2) responsive, and responsible responses to the request for proposal are received.

(d) *Appraisals for sale of property by sealed bids.*

(1) *Generally*

a. The city, at its option, may determine the appraised value of a surplus property by using one hundred ~~fifty (150)~~(100) percent of the county property appraiser's total market value for the property. This appraisal shall be available for public view.

If this method is selected, then no sale by sealed bids shall be authorized unless the bid on the property is equal to at least one hundred (100) percent of ~~this appraised value, i.e. one hundred fifty (150) percent of~~ current county property appraiser's total market value.

b. *Independent property appraisal.* The city, at its option, may determine the value of the property based upon an independent property appraisal (IPA), prepared by an individual who is both a member of the appraisal institute (MAI) and a state certified general appraiser acceptable to the city commissioners. This appraisal shall be available for public view.

Sales price shall not be less than one hundred (100) percent of the property appraisal report. If the city elects to have the appraisal value determined by an independent property appraisal, then this report shall be the value used in considering the sale of the property.

(e) *Sale provisions for sale of property by sealed bids.*

(1) The commission at a public meeting shall approve the sale to the highest bidder, subject to the conditions set forth in this section, within forty-five (45) days from the deadline date set for receiving bids.
(2) All bids must include a deposit check for five (5) percent of offering price or five hundred dollars ($500.00), whichever is greater.
(3) In the event of a default on the part of any purchaser of city-owned real property in making full payment or otherwise failing in the performance of the purchaser's obligations under the contract of purchase, the amount of the deposit shall be forfeited unless the contract shall otherwise provide.
(4) Notwithstanding any rules of general practice for apportioning costs of the sale of property, purchasers of city-owned property shall pay all closing costs, including but not limited to costs of the survey, abstracting, title insurance, brokers fees, real estate commissions, purchaser's attorney's fees and all documentary stamps, as well as the appraisal costs.
(5) The city shall be responsible for all advertisements and or publication expenses which it elects to undertake for the property.
(6) The city shall have the right at any time to reject any and all bids or proposals and to cancel any scheduled sales.

(f) *Exceptions.*

(1) Notwithstanding the foregoing sections, the city commission at a scheduled public meeting by a simple majority vote, may waive the requirements regarding minimum bid amount, method of sale and sale of surplus property and convey the property to the Lake Worth Community Redevelopment Agency or for property located in a residentially zoned area, convey said real property to a 501(c)3

organization with a proven track record in the affordable housing industry.

(2) The Lake Worth Community Redevelopment Agency and the 501(c)3 organization awarded city surplused real property must apply for a building permit within one hundred twenty (120) days of obtaining clear marketable title or the property reverts back to the city. The city commission in its discretion may extend this time period.

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

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

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

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

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

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 15th day of April, 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 6th day of May, 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: May 6, 2014, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2014-16 - Second Reading and Public Hearing - amend the foreclosure registry program

SUMMARY:

The Ordinance will require vacant and unimproved properties, not in foreclosure, to be registered; amends and adds definitions; and allows for the boarding up of properties as a means of security.

BACKGROUND AND JUSTIFICATION:
As the Code Compliance Division continues its endeavor to address blighted conditions in the City, additional changes to the Foreclosure Registry Program Ordinance have been identified as beneficial. Originally, the City adopted a Foreclosure Registry Ordinance to deal with the many vacant properties in the City that were in some stage of the foreclosure process. Since its inception, it has become evident that there are many neglected properties not in foreclosure requiring maintenance as well. One category of properties, especially in need of attention, is the ones that are both vacant and unimproved. It has been determined that properties in this condition create an equal number of calls for service and need to be addressed. The proposed changes should assist the Code Compliance Division with identifying responsible parties, enforcing code compliance and improving the established community standards.

At its regular meeting of April 15, 2014, the City Commission voted 5-0 to schedule the second reading and public hearing for the proposed ordinance.

MOTION:
I move to approve/not approve Ordinance No. 2014-16 on second reading.

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

ORDINANCE NO. 2014-16 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE VII “ABATEMENT OF NUISANCE, SECTION 2-75.11 “FORECLOSURE REGISTRATION PROGRAM” TO REQUIRE THE REGISTRATION OF VACANT AND UNIMPROVED PROPERTIES NOT IN FORECLOSURE; TO AMEND AND ADD DEFINITIONS; TO PROVIDE THAT THE FEE FOR REGISTRATION SHALL BE ADOPTED BY RESOLUTION; TO ALLOW BOARDING UP OF VACANT PROPERTIES AS A MEANS OF SECURITY; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the City’s Code of Ordinances provides, at Chapter 2, Article VII “Abatement of Nuisance”, for the registration of Foreclosed Properties; and

WHEREAS, the existing ordinance calls for the registration of properties in or being foreclosed upon; and

WHEREAS, many vacant properties are neglected that are not in foreclosure and therefore are not required to be registered under the existing ordinance; and

WHEREAS, it has been determined that vacant and abandoned properties not in foreclosure create as many code enforcement calls as those in foreclosure; and

WHEREAS, requiring non foreclosure properties to register and provide contact information can assist code enforcement to better enforce the codes and achieve compliance; and

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

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

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

Section 2. Chapter 2 “Administration”, Article VII “Abatement of Nuisance”, Foreclosure Registration Program Section 2-75.11” is hereby amended to read as follows:

Sec. 2-75.11. Foreclos~~ur~~ed, Vacant and Unimproved property registration program.

(a) *Purpose and intent*. It is the purpose and intent of this section to establish a process to monitor and address the conditions of vacant, abandoned and distressed real property located within the city. This Section is further intended to monitor, and reduce the amount of deteriorating property located within the city, ~~property~~ on which a public notice of default has been filed or which is in foreclosure or where ownership has been transferred to a lender or mortgagee by any legal method. It is further intended to establish ~~such~~ a registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of ~~in~~adequate maintenance of abandoned or vacated properties which may or may not be subject to a mortgage or properties subject to mortgages that are in default.

(b) *Definitions*. The following words, terms and phrases, when used in this Section 2-75.11, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning. Where the context will permit and no definitions are provided herein, the definitions provided in the Florida Building Code shall indicate the meaning.

(1) *Abandoned ~~real~~ property* means any real property that is vacant or distressed. ~~And/or, is under a public notice of default, notice of mortgagee's sale or pending tax assessor's lien sale, properties that have been the subject of a foreclosure sale and/or where title is retained by the mortgagee and any properties transferred under a deed-in-lieu of foreclosure sale, a short sale or any other legal means.~~

(2) *Default* means that the mortgagee has filed a foreclosure action or public notice of default on the mortgage. A mortgage shall be considered in default at such time as the mortgagee declares said mortgage to be in default in writing, by recording a lis pendens, by its actions or by commencing foreclosure proceedings or by any other actions demonstrating a breach of a security covenant on a property..

(3) *Disposition* means the foreclosure status and/or the mortgagee/servicer's intent if the mortgage remains in default. If the mortgagee enters into a permanent modification agreement with the owner/mortgagor, the mortgage is considered to be no longer in default unless there is further notification by the mortgagee/servicer.

(4) Distressed means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that a property is neglected, abandoned or otherwise not being regularly maintained. Such conditions include, but are not limited to; a repeat violation of any provision of this Code, as defined in F.S. §162,04(5) or violations which have not been complied; overgrown and/or dead vegetation; the accumulation of trash, junk and/or debris; unsecured doors, windows or other openings; the presence of an unsanitary, stagnant swimming pool, the presence of boards over doors, windows or other openings in violation of the city code; deterioration of the structure or structures on the property.

(5) *Evidence of vacancy* means any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to, overgrown and/or dead vegetation, ~~electricity, water or other utilities turned off~~, past due utility notices and/or disconnected utilities; ~~stagnant swimming~~ ~~pool~~, accumulation of trash, junk or debris; the absence of furnishings and/or personal items consistent with habitation or occupancy; an unsanitary or stagnant swimming pool; or statements by neighbors, passers-by, delivery agents or government agents, among other evidence of such conditions.

(6) *Foreclosure* means the judicial process by which a property, placed as security for a mortgage loan is to be sold at an auction to satisfy a debt upon which the borrower has defaulted.

(7) *Enforcement officer* means any fulltime law ~~enforcement~~ compliance officer, building official, fire inspector or code enforcement officer employed by the City of Lake Worth.

(8) *Owner means* any person, firm, corporation or other legal entity who, individually or jointly or severally with others, holds the legal or beneficial title to any building, facilities, equipment or property subject to the provisions of this chapter. The term shall include the owner's duly authorized agent, a purchaser, devisee, fiduciary, or any other person, firm, corporation or legal entity having a vested or contingent interest or, in the case of a leased premises, the legal holder of the lease or his legal representative. It is intended that this term shall be construed as applicable to the person, firm, corporation or legal entity responsible for the construction, maintenance and operation of the building, facilities or property involved whether vacant or occupied.

(9) *Property management company* means a local property manager, property maintenance company or similar entity responsible for the maintenance of the abandoned real property.

(10) *Vacant commercial* - means any building or structure which has been, but is not currently being utilized for a commercial purpose and which contains windows on the ground floor which front upon a public street, sidewalk or right-of-way.

(11) *Secure manner shall* include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure.In the case of broken windows, such windows shall be secured by re-glazing or if the structure is vacant it may be boarded up in accorandance with code requirements.

(12) *Unimproved property* means any parcel within the city that does not contain a principal or accessory building~~s~~ or structure.

(13) *Vacant* property_means parcel of land that contains any building or structure that is not lawfully occupied or inhabited by human beings as evidenced by the conditions set forth in the definition of "evidence of vacancy". Vacant property does not mean property that is unoccupied while the occupants are temporarily away or is not intended by the owner to be left vacant so long as the period does not exceed six months.

~~(13) *Vacant lot* means any parcel within the city that does not contain a principal or accessory buildings.~~

(c) *Applicability.* This section relates to abandoned and vacant properties, unimproved property and to property subject to a mortgage that has been determined by the mortgagee to be in default, is in foreclosure, or to properties that have been the subject of a foreclosure sale where title is transferred to the mortgagee or lender as well as any properties transferred to the mortgagee or lender under a deed in lieu of foreclosure by any legal method. All such properties shall comply the with registration, security and maintenance requirements of this Section.

(d) *Penalties*. Violations of this section shall be subject to enforcement by a Special Magistrate of the City of Lake Worth.

(e) *Registration of unimproved property or vacant property*

(1) *Registration by owner.* Every owner of a vacant and/or unimproved property or property containing a vacant building or structure that is located within the city shall register with the city by filing a registration application prescribed by the city within ten (10) days of vacancy.

(2) A registration application shall contain at least the following information:

(A) The address and parcel control number of the vacant property;

(B) For purposes of notice, the name, telephone number, mailing address, and e-mail address of the owner;

(C) For purposes of notice, the name, telephone number, mailing address, and e-mail address of an individual or entity designated by the owner who has the authority to make decisions concerning the conditions at the vacant property, as well as any expenditure in connection therewith;

(D) The city reserves the right to require such other information as needed to carry out the public purpose and intent of this article.

(3) An annual registration fee, per property, for the vacant property registration, shall be established by resolution of the city commission Such fee shall accompany the registration form and shall be for the costs of registration and enforcement of this Section. Said fees shall be deposited to a special revenue account dedicated to the cost of the community sustainability department's implementation and enforcement of this article and any registries so required.

(4) Registration pursuant to this section shall be required annually for as long as the property is unimproved,or vacant A case initiated pursuant to this section may be presented to the special magistrate even if, prior to a hearing, the property is no longer unimproved, vacant or no longer distressed.

(5) Properties subject to this section shall remain under the registration requirement, and the inspection, security, and maintenance standards set forth in this section as long as they remain vacant.

(6) Any person or other legal entity that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change. There shall be no fee to update the current owner's information.

(7) Failure of the property owner of record to properly register or to modify the registration from time to time to reflect a change of circumstances as required by this Section is a violation and shall be subject to enforcement by any of the enforcement means available to the city.

(8) Pursuant to a finding by the special magistrate that any property is in violation of this Section, the city may take the necessary action to ensure compliance with and place a lien on the property for the cost of the work performed to benefit the property and to bring it into compliance.

(f) Registration of real property: mortgagee holding mortgage in default. ,foreclosure, or where ownership of property has been transferred to a lender or mortgagee

(1) All property, located within the city, which property is in or has been declared to be in default, mortgage foreclosure, or to properties that have been the subject of a foreclosure sale where title is transferred to the mortgagee as well as any properties transferred to the mortgagee or lender under a deed in lieu of foreclosure by any legal method shall be registered under this section

(2) Any mortgagee who holds a mortgage on vacant or abandoned real property located within the city shall perform an inspection of the property upon default by the mortgagor or prior to the issuance of a notice of default.

If the property is found to be vacant or shows evidence of vacancy, it shall be deemed vacant or abandoned, and the mortgagee shall, within two (2) days of the inspection, register the property with the City's Code Compliance Division on forms provided by the Code Compliance Division, even though the real property may not be vacant.

~~If the mortgage on the property is in default, no later than ten (10) days after the date that a default is declared, the mortgagee shall register the property with the Code Compliance Division electronically via the internet and further located at http://www.lakeworth.org/vacant_registry.~~

(3) If the property is occupied ~~but remains in default~~, it should be inspected monthly by the mortgagee or mortgagee's designee.

(4) Within ten (10) days of the date the mortgagee declares its mortgage to be in default, the mortgagee shall register the real property with the city's designee and, at the time of registration, and, if vacant, shall also designate in writing a local property manager to inspect, maintain and secure the real property subject to the mortgage in default.

(5) Registration: Registration pursuant to this section shall contain at a minimum: the name, the mailing address, the e-mail address, and the telephone number for the mortgagee, trustee and/or servicer along with the disposition and occupancy status of the real property.

If the property is vacant or deemed vacant by the Code Compliance Division of the city, then the name of the local property manager and said person's address, e-mail address, and telephone number shall also be provided for all new registrations. If the occupancy status of a registered property changes to vacant then the registration must be modified.

The local property manager shall be responsible to inspect, secure and maintain the property. The local property manager shall be available to be contacted by the city twenty-four (24) hours a day. The city shall charge a fee ~~of one hundred and fifty dollars ($150.00~~ as established in the city fee resolution for any registration or modification of registration, and it may assign and delegate the collection of such fee to an independent contractor. The registration fee must be paid by the mortgagee, trustee or mortgage servicer and cannot be assigned for payment or remitted by a third party for payment.

(6) This section 2-75.11 shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the mortgagee, as well as any properties transferred to the mortgagee under a deed in lieu of foreclosure.

(7) Properties subject to this section 2-75.11shall remain under the annual registration requirement, inspection, security, and maintenance standards of this section as long as they remain abandoned, vacant or subject to having been declared by a mortgagee to be in default.

(8) Any person or other legal entity that has registered a property under this section 2-75.11must report any change of information contained in the registration within ten (10) days of the change.

(9) Failure of the mortgagee and/or property owner of record to properly register or to revise the registration to reflect a change of circumstances as required by this section 2-75.11is a violation of the ordinances of the city. ~~Pursuant to a finding and determination by a Special Magistrate of the City of Lake Worth that any property is in violation of city's ordinances, the city may take the necessary action to ensure compliance with its ordinance, and/or place a lien or liens on the property for the cost of the work performed to benefit the property and to bring it into compliance.~~

(g) *Maintenance requirements.*

(1) Properties subject to this section shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items including, but not limited to, furniture, clothing, large and small

appliances, or any other items that give the appearance that the property is abandoned or not being properly maintained. ~~Weeds, overgrown brush or dead vegetation~~ Grass over twelve (12) inches tall ~~are~~ is prohibited.

(2) The property shall be maintained free of graffiti or similar markings by removal or painting over such graffiti or markings with an exterior grade paint that matches the color of the exterior structure.

(3) Yards shall be landscaped and maintained pursuant to the standards set forth in the ordinances of the City of Lake Worth. Landscaping shall include, but shall not be limited to, grass, ground cover, bushes, shrubs, hedges or similar plantings, decorative rock or bark, artificial turf or sod designed specifically for residential, commercial or industrial installation, as applicable. Landscaping shall not include weeds, gravel, broken concrete, asphalt or similar material. Maintenance shall include, but shall not be limited to, watering, irrigation, cutting and mowing of required landscape and removal of all trimmings and weeds.

(4) Pools and spas shall be kept in a safe and sanitary order so that pool and spa water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements of the city's ordinances and the Florida Building Code.

(5) In the event that the National Weather Service, National Hurricane Center, or other appropriate weather agency declares a hurricane warning for any portion of the city, all materials, furnishings, and equipment at the property shall be secured, stored, or removed so as to not create a safety hazard due to hurricane force winds.

(6) Failure of the mortgagee and/or property owner of record to properly maintain the property is a violation of the Code of Ordinances of the City of Lake Worth. Pursuant to a finding and determination by a special magistrate, the city may take the necessary action to ensure compliance with its ordinances and place a lien or liens and a special assessment on the property ~~and assign it as provided herein.~~

(h) *Security requirements.*

(1) Properties subject to this section shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(2) A "secure manner" shall include, but shall not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child or adult to access the interior of the property and/or structure. Broken windows shall be secured by re-glazing or boarding. All means of access shall be secured by replacing, reglazing or boarding of the openings so as to meet all applicable laws, codes and regulations including the issuance of a boarding certificate..

(i) Property Management

(1) If a mortgage on the property is in default and the property has become vacant or abandoned, a local property manager shall be designated by the mortgagee to perform the work necessary to bring the property into compliance with the Code of Ordinances and the local property manager must perform weekly inspections to verify compliance with the requirements of this section 2-75.11 and any other applicable laws or ordinances of the City of Lake Worth.

(2) Upon request of the city or its authorized representative, the local property manager shall provide a copy of the inspection reports to the code compliance department.

(3) When a property becomes vacant ~~or abandoned~~, it shall be posted with the name and twenty-four-hour contact telephone number of the local property manager. The posting shall be no less than 18 inches × 24 inches, and no larger than 36 inches times 48 inches in size, and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language: THIS PROPERTY IS MANAGED BY [*name of local property manager*], who may be contacted at any time by calling () [*the 24-hour contact telephone number*].

(4) All written information thereupon shall be clear, legible and updated as required. The posting shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posing in a location that is at all times visual from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.

(5) Failure of the mortgagee or property owner of record to properly inspect and secure the property and post and maintain the signage required by this section 2-75.11is a violation of this section. Pursuant to a finding and determination by a Special Magistrate of the City of Lake Worth, the city may take the necessary action to ensure compliance with this section 2-75.11, and place a lien or liens on the property to recover costs and expenses in support thereof..

(j) *Opposing, obstructing enforcement officer; penalty.* Whoever opposes, obstructs or resists any enforcement officer or any person authorized by the city in the discharge of duties as provided in this section, upon conviction, may be sanctioned as provided in the Code of Ordinances of the City of Lake Worth or Chapter 162, Florida Statutes.

(k) *Immunity of enforcement officer.* Any enforcement officer or any person authorized by the city to enforce this section shall be immune from prosecution, civil or criminal, for reasonable, good faith entry or trespass upon real property while in the discharge of duties imposed by this section.

(l) *Additional authority.* The code compliance administrator shall have authority to require the mortgagee and/or owner of record of any property affected by

this section to implement additional maintenance and/or security measures, including but not limited to having an on-site security guard. Failure to comply with the terms of this Section 2-75.11 shall constitute a continuing public nuisance. The city shall have the authority to promptly abate the public nuisance, in whole or in part, at the expense of the mortgagee or other responsible party.

(m) *Supplemental provisions.* Nothing contained in this Section 2-75.11 shall prohibit the city from enforcing its codes by any other means, including, but not limited to, injunction, abatement or as otherwise provided by code.

Section 3. Effective Date. This ordinance shall take effect ten (10) days after adoption.

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

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 15th day of April, 2014.

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

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

The Mayor thereupon declared this Ordinance duly passed and enacted on the 6th day of May, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

TREASURE COAST REGIONAL PLANNING COUNCIL

INDIAN RIVER – ST. LUCIE – MARTIN – PALM BEACH

April 10, 2014

U.S. Department of Transportation
Federal Railroad Administration
1200 New Jersey Ave SE
Attn: John Winkle
RM W38-311
Washington, DC 20590

Subject: All Aboard Florida Environmental Impact Statement

Dear Mr. Winkle:

As you are aware, the Treasure Coast Regional Planning Council has been in active discussions regarding the proposed "All Aboard Florida" project since it was introduced by Florida East Coast Industries in March 2012. The project is proposed along the Florida East Coast (FEC) rail corridor, which traverses the four counties which make up the Treasure Coast Region. These include Palm Beach, Martin, St. Lucie, and Indian River counties. Council's responsibilities include assisting local governments in cooperating and coordinating on issues of greater than local impact and on a broad array of other planning and economic development initiatives. Accordingly, Council has worked extensively with the region's local governments, agencies, and the public over the past two years to help inform these constituents of this significant project, its implications for the region, and further understand local concerns and desires.

Council is aware the Federal Railroad Administration (FRA) is anticipating publication of a draft Environmental Impact Statement in the next several months. Given the extensive feedback received through Council's public outreach and education activities, Council recently adopted a summary of key issues and concerns at its March 21, 2014 meeting which is provided for FRA's consideration as it completes the draft EIS. As you will note in the attached report, the general issues and areas of concern are categorized as follows:

- Additional Passenger Rail Stations
- Grade Crossing Improvements and Quiet Zones
- Mitigation of Railroad Bridge and Marine Navigation Conflicts
- Access to Broadband Capacity:
- Freight Rationalization
- Land Use Impacts
- Tri-Rail Coastal Link Access Negotiations

421 SW Camden Avenue - Stuart, Florida 34994
Phone (772) 221-4060 - Fax (772) 221-4067 - www.tcrpc.org

In addition, Council identified several other points for the FRA's consideration which are noted in the attached report (see page 9). Finally, given the magnitude of the project and its potential impacts in the Region, Council requests the public comment period for the draft EIS be extended to 90 days.

Thank you for your consideration of these issues as the All Aboard Florida draft EIS is finalized for publication. Council looks forward to reviewing the draft EIS when it is available and will provide formal comments through that process. If there are questions, please call.

Sincerely,

Michael J. Busha, AICP
Executive Director

MJB/KD:kd

Attachment

cc: Treasure Coast Congressional Delegation
Treasure Coast Legislative Delegation
Treasure Coast Local Governments
Council Members
Treasure Coast MPO/TPOs

TREASURE COAST REGIONAL PLANNING COUNCIL

M E M O R A N D U M

To: Council Members AGENDA ITEM 10

From: Staff

Date: March 21, 2014 Council Meeting

Subject: All Aboard Florida Update

Introduction

The purpose of this item is to provide an opportunity for Council to receive an update regarding various activities related to the Florida East Coast Industries' (FECI) proposed All Aboard Florida (AAF) project. The project is intended to provide new high-speed intercity express service between Miami and Orlando on the Florida East Coast (FEC) rail corridor. This item includes an overview of the permit process and summary of potential measures to mitigate local and regional impacts.

Background

In 2012, FECI introduced a proposal for a privately-funded service known as All Aboard Florida, which proposes new intercity express rail service between downtown Miami and Orlando, with additional stations in downtown Fort Lauderdale and downtown West Palm Beach. The project has been the subject of extensive Council and local government discussion since its announcement. As currently envisioned, the project would provide sixteen daily round-trip trains, totaling 32 additional trains on the corridor with maximum speeds of 79 MPH south of West Palm Beach, 110 MPH between West Palm Beach and Cocoa, and 125 MPH from Cocoa to Orlando. The FEC rail corridor is proposed to also continue carrying freight service, which is projected to increase over time. Although the rail corridor is privately owned, it is included in the Florida Department of Transportation (FDOT) Strategic Intermodal System, which prioritizes it for statewide transportation funding to advance economic competitiveness and quality of life.

Permit Review Process

FECI has applied for a "Railroad Rehabilitation Improvement Financing" loan from the Federal Railroad Administration (FRA), which requires an Environmental Impact Statement (EIS) be prepared by the FRA. Although the details of the loan application are not published, FECI representatives have previously estimated project costs at approximately $1.5 billion. The EIS will be prepared in accordance with the National Environmental Policy Act (NEPA) and other Federal regulations, and it will incorporate documentation provided by FECI. When private railroads own the right-of-way upon which tracks will be constructed, environmental compliance

is required with applicable Federal and State laws. However, no additional permitting from FRA is typically required. The FRA anticipates publishing a draft EIS this Spring, which will initiate a public comment period of 45 days or longer at the discretion of the FRA. The FRA will schedule up to six workshops along the corridor. Public comment can be provided at the workshops or via U.S mail or email. After receipt of comments, FRA will publish a final EIS, followed by publication of a "Record of Decision," which will recommend a preferred alternative.

Evaluation

The reintroduction of passenger rail service on the Florida East Coast rail corridor has been a long-standing regional priority that can provide improved mobility and varied economic and environmental benefits. However, the service as currently proposed concentrates public benefits in communities where stations are planned (West Palm Beach, Fort Lauderdale, Miami, and Orlando), bypassing the three northern counties entirely. All local governments along the corridor will have costs and impacts of different forms. There are modifications to the project and ancillary activities that could more fairly distribute benefits throughout the corridor and lessen impacts to local governments. Each of these is described below.

(1) Additional Passenger Rail Stations

Access to passenger rail service is the key benefit the AAF project can provide to the Treasure Coast Region. FECI has indicated it intends to initiate the AAF service with only four new stations – in West Palm Beach, Fort Lauderdale, Miami, and Orlando. No stations are currently proposed for Martin, St. Lucie, or Indian River counties. To expand the benefits of passenger rail service, the following mitigating measures are suggested:

- Advance the Amtrak/FEC Corridor Project: Currently funded in the FDOT Five-Year Work Program, the Amtrak/FEC project has previously identified station locations in Stuart, Fort Pierce, and Vero Beach which could also accommodate AAF trains. FECI, FDOT, Amtrak, and local governments should work together to enable the Amtrak/FEC project to be constructed concurrent with the AAF project.

- Add Additional AAF Stops in Stuart, Fort Pierce, and Vero Beach: The most meaningful benefit the AAF project can offer to the Treasure Coast is its ability to provide connections within the communities it passes through. To more fairly distribute the project's benefits, FECI, FDOT and local governments should work together to evaluate ways in which additional stops can be added in Stuart, Fort Pierce, and Vero Beach as part of AAF's initial service pattern. The introduction of regularly scheduled AAF service three or four times daily in these smaller communities, in addition to the Amtrak intercity service, would provide significant connectivity and expanded market potential.

(2) Grade Crossing Improvements and Quiet Zones

To accommodate both passenger and freight service in the corridor, FECI is proposing to install a second track from Miami to Cocoa within FEC's current right-of-way, which

will require reconstruction of the 352 existing grade crossings. FECI has completed diagnostic field reviews from Miami-Dade to Martin County to determine anticipated safety improvements, with field reviews for the remaining counties anticipated later this spring. Although not necessarily required by current grade crossing agreements, FECI has indicated it will fund the cost of all safety improvements necessary for the operation of the proposed AAF service. The added safety improvements and equipment to be installed by FECI will help in achieving quiet zone designations at locally selected grade crossings. Many communities along the corridor have prioritized quiet zones, where no train horns must be sounded due to more extensive safety equipment. At the request of the Palm Beach and Broward Metropolitan Planning Organizations (MPOs), FECI and FDOT are working collaboratively in support of a TIGER grant to fund quiet zone safety infrastructure in these two counties. A similar effort has not been initiated by the northern MPOs/TPOs thus far. To reduce costs to local governments and improve conditions along the FEC corridor, the following mitigating measures are suggested:

- Provide FDOT Funding for Quiet Zone Construction Costs: It is expected that additional infrastructure will be required at many grade crossings to increase the safety rating sufficient for quiet zone designation. FDOT and local governments should work together to identify appropriate sources of transportation funding (e.g., Strategic Intermodal System, Transportation Regional Incentive Program (TRIP) funds) to fill the quiet zone funding gap, thereby relieving local governments of this financial obligation.

- Provide FECI and FDOT Support for Quiet Zone TIGER Grant for Martin, St. Lucie and Indian River Counties: To help fund quiet zones, the Palm Beach and Broward MPOs are working with local governments, in collaboration with FECI and FDOT, to submit a TIGER grant application in April 2014. Each of these MPOs has allocated local funding towards this effort, totaling $8.6 million. The northern MPO/TPOs have more limited funding but will receive larger project impacts. FDOT and FECI should work together with local governments and the MPO/TPOs in Martin, St. Lucie, and Indian River counties to provide sufficient funding to enable a TIGER grant for all five counties for quiet zone infrastructure costs. Brevard County's Space Coast TPO should also be considered a partner in the TIGER grant application.

- Provide FECI Support for Installation of Safe Pedestrian Pathways at All Grade Crossings: The higher speed and more frequent train service proposed by FECI creates a heightened demand for safe pedestrian pathways at legal grade crossings to discourage illegal pedestrian trespassing across the rail corridor. In addition to the installation of pedestrian barriers as necessary, FECI, FDOT, and local governments should work together to identify measures by which sidewalks can be incorporated into the project as part of the corridor safety improvements. This would reduce the capital cost burden to local governments.

- Establish Consistent, Predicable, and Reasonable FECI Grade Crossing Fee Schedule for Local Governments: Each of the 352 grade crossings between Cocoa and Miami is governed by an independent grade crossing agreement. Reviews of agreements

have indicated the terms between FEC and local governments are inconsistent. Further, FEC rate increases are unpredictable, causing financial burden for local governments. FECI should work with local governments to establish a consistent, predictable, and reasonable schedule of costs for all grade crossings, with long-term cost projections, to reduce costs to local governments and enable more informed budgeting.

- Request Clarification on "Sealed Corridor" Requirements: FECI proposes to operate the AAF service from West Palm Beach north to Cocoa at speeds up to 110 MPH, which requires additional safety requirements that have been referred to by FRA as a sealed corridor. FRA has implied a sealed corridor would require most of the safety infrastructure necessary to establish a quiet zone; however, there is no FRA documentation clearly defining these requirements. Concerns have been raised in the region regarding fencing or other pedestrian barriers to prevent trespassing in the rail corridor. The FRA should provide a clear definition of what is required within a sealed corridor and how it relates to the establishment of quiet zones.

(3) Mitigation of Railroad Bridge and Marine Navigation Conflicts

The FEC rail corridor crosses several significant waterways between Cocoa and Miami, and there are three movable bridges on the rail corridor. Unlike vehicular bridges which can accommodate many boats while closed, a great deal of boating traffic cannot traverse railroad bridges when closed to accommodate a train crossing. This limitation spreads the project's navigational impact across a larger segment of the boating public. Although the Code of Federal Regulations (CFR) permits a longer bridge closing, FECI indicates AAF project improvements will reduce bridge closure time for passenger trains to twelve minutes in ideal conditions. Bridge closure time would be several minutes longer for freight trains. The CFR places no limit on the number of times the bridges may be closed to accommodate the passage of trains.

In Fort Lauderdale, FECI representatives have indicated the New River Bridge will remain double-tracked, and a bridge tender will be stationed there. FECI has indicated it will arrange the AAF service schedule such that the northbound and southbound trains will cross the bridge simultaneously, reducing bridge closings to only once per hour.

The two bridges in the Treasure Coast Region will be impacted more severely by the AAF project, as each bridge would be required to close twice per hour (once each for hourly northbound and southbound trains), plus additional closures for freight trains moving independent of passenger trains. The Loxahatchee River Bridge in Jupiter/Tequesta is proposed to be double-tracked as it was historically. Properties west of the bridge include varied residential, recreational, and cultural uses. The Loxahatchee River Bridge also provides exclusive public safety access inland for the Village of Tequesta's advanced life support vessel, which is docked east of the bridge.

The St. Lucie River Bridge in Stuart is proposed to remain a single-track bridge as it was originally constructed, and the track immediately north of the bridge includes two nearly

90-degree bends in its alignment. The St. Lucie River is also a component of the Okeechobee Waterway, which provides a cross-Florida connection through Lake Okeechobee to Fort Myers. Waterfront lands are more extensive and diverse west of the St. Lucie River Bridge, including residential, commercial, industrial, recreational, and cultural uses in Martin and St. Lucie counties. The bridge also provides access to designated community redevelopment areas in "Old Palm City" and Indiantown, where a recent state Enterprise Zone designation was secured to support marine commercial activity.

Roadway networks adjacent to the bridges are well-defined, with numerous grade crossings in close proximity, intensifying the need to ensure smooth bridge operations as well as appropriate staging areas for trains awaiting bridge closings. Significant public concerns have been raised regarding impacts to marine navigation, boating and public safety, property values, emergency response and quality of life impacts. To reduce these impacts, the following mitigating measures are suggested:

- Synchronize Passenger and Freight Schedules to Reduce Bridge Closures: The addition of thirty-two passenger trains daily to existing freight traffic on the FEC rail corridor will present a significant conflict for marine navigation. With the introduction of "Positive Train Control," FECI has indicated rail service can be operated more efficiently and with greater synchronization. The project's potential impacts on these two bridges extend well beyond the communities in which the bridges are located, as they provide access both for recreational and commercial users on both sides of the bridges. FECI, FDOT, local governments, and marine interests should work together to explore ways in which passenger and freight service schedules can be synchronized such that the railroad bridges are only required to close once to accommodate crossings by passenger and freight trains simultaneously or in sequence. FECI should work closely with local governments to locate sidings such that approaching trains may be staged without interference to vehicular traffic to enable two trains to cross with one closure.

- Establish Limits on Maximum Bridge Closure Time: The Federal Code of Regulations regarding the Loxahatchee River and St. Lucie River bridges presume the draw spans are "normally in the fully open position" (CFR § 117.299 and CFR §117.317). The proposed operation of nearly fifty daily trains will not allow the bridges to remain "normally" open. To maximize passage for the boating public through the railroad bridges, FECI, U.S. Coast Guard, local governments, and marine interests should work together to evaluate and develop revisions to the CFR for Loxahatchee and St. Lucie River bridge regulations that more fairly balance the navigational needs of the public with the needs of the railroad.

- Establish On-Site Bridge Tenders: Given the proposed AAF schedule and anticipated number of bridge closings, a high degree of human surveillance should be provided at the railroad bridges, especially during peak boating times (e.g., weekends, holidays). FECI, U.S. Coast Guard, and local governments should work together to identify

appropriate staffing hours, communications, and locations for bridge tenders to be provided at the Loxahatchee and St. Lucie River bridges.

- Modernize Bridge Mechanisms and Structures: The additional demand proposed by the AAF project on the antiquated Loxahatchee River and St. Lucie River bridges could cause rapid deterioration of the bridge machinery and substructure. A detailed analysis of both bridges should be conducted to identify long-term needs, and FECI, U.S. Coast Guard, and local governments should work together to determine key mechanical and structural components needing modernization to ensure continued safe and reliable operation.

- Provide Funding for Second Police/Fire Response Vessel and Dockage: Because the Loxahatchee River bridge provides exclusive access for the Village of Tequesta advanced life safety vessel, FECI and FDOT should work with the Village of Tequesta to assist in securing a new dock location and support the purchase of a second life safety vessel to be located west of the Loxahatchee River bridge.

- Provide FDOT Funding for Long-Term Bridge Reconstruction: As part of the FDOT SIS, the FEC railroad bridges are eligible FDOT funding. Marine navigation, especially for larger cargo vessels, is compromised at the St. Lucie River bridge due to misalignment between its draw span and that of the A1A vehicular bridge to the west. The opening at the Loxahatchee River bridge is too narrow to allow two boats to pass through simultaneously, and boating traffic will be constrained with additional bridge closures. A bridge working group should be established, with participation by FDOT, FECI, local governments, and marine interests, to identify long-term structural rehabilitation of both bridges over time. As SIS facilities, the bridge evaluations should consider the key SIS criteria: economic competitiveness and quality of life. Consideration should be given to improve the alignment between the rail and vehicular bridge draw spans at the St. Lucie River crossing and widening of the Loxahatchee River bridge draw span.

(4) Access to Broadband Capacity:

As an ancillary corridor improvement, FECI's telecommunications division (Parallel Infrastructure) has indicated it will install a high-capacity fiber optic network within the FEC corridor from Jacksonville to Miami and from Orlando to Cocoa along State Road 528. This private infrastructure improvement will provide state-of-the-art broadband capacity that could revolutionize communications and research capabilities for the region and state. Broadband access can improve the delivery of public services such as emergency response, improve educational and research opportunities, and provide a significant economic development enhancement for the region. To help offset costs and impacts to local governments, the following mitigating measure is suggested:

- Establish Discounted Broadband Access Rate for Public and Select Not-for-Profit Institutions: FECI, FDOT, and local governments should work together to identify an appropriate discounted rate for broadband access by local governments and agencies,

educational systems including colleges and universities, hospitals, and not-for-profit biomedical institutions.

(5) <u>Freight Rationalization</u>

The FEC rail corridor plays a critical role in the movement of freight through the region and state. The widening of the Panama Canal will enable cargo ships with three times the capacity of today's vessels to transport freight to Florida, and Port Miami and Port Everglades are currently being improved to accommodate these "PostPanamax" ships. Land uses along the FEC rail corridor have developed intensely over time, resulting in increased freight/land use conflicts. While freight trains produce significant noise and vibration impacts, passenger trains are lighter, faster, and shorter, making them easier to accommodate within an urban corridor. Freight trains also cause the greatest impact to marine navigation and bridge closures due to their slow speed and longer length. FDOT is currently evaluating the state's freight distribution network, which includes the inland CSX rail corridor and rail connections from the southern ports. To help reduce project impacts, the following mitigating measures are suggested:

- <u>Reallocate Freight to the CSX Rail Corridor:</u> The impacts of freight rail traffic through the urban coastal corridor creates significant impacts today. The corridor cannot reasonably accommodate projected freight traffic along with AAF's proposed 32 additional daily trains. A long-term, holistic solution is needed to enable the FEC corridor to be utilized for higher-volume passenger rail service while reducing the number and intensity of long-distance freight trains. A multi-party agreement should be developed among FECI, CSX, and FDOT to address the rationalization of freight in southeast Florida.

(6) <u>Land Use Impacts</u>

The FEC rail corridor is the historic corridor connecting Florida's coastal communities. Beginning in the early 1900s, as train stations were established, these communities developed around them as the center of what are today's historic coastal downtowns. Working with FEC, local governments have invested substantial capital investment in parking and landscaping improvements in these downtowns, located in easements granted by FEC. The double-tracking proposed by the AAF project would significantly impact the economic and visual conditions of these communities and their ability to function. To help reduce project impacts, the following mitigating measures are suggested:

- <u>Reduce Impacts in Historic Downtowns:</u> Although located on private lands leased from FEC, public parking and landscaping in historic downtowns is critical to their continued viability. FECI and local governments should work together to minimize impacts in historic downtowns to enable them to accommodate the proposed AAF improvements while balancing the long-term public/private agreements with FEC that have enabled them to become productive centers of commerce and residential activity. As the AAF project is designed, all efforts should be made to identify means in which the location of double tracking and sidings, and treatment of the edges of the

rail corridor can be softened appropriately to better complement downtown redevelopment efforts.

(7) <u>Tri-Rail Coastal Link Access Negotiations</u>

Since 2004, local governments in Miami-Dade, Broward, and Palm Beach counties have been working with FDOT and other agencies towards the extension of Tri-Rail commuter service on the FEC rail corridor. Access negotiations between FDOT, FECI, and the South Florida Regional Transportation Authority (SFRTA) began last year. AAF stations in West Palm Beach, Fort Lauderdale, and Miami have been designed to accommodate future Tri-Rail service as well. This multi-modal connectivity can extend the benefits of the AAF service to other local governments where additional Tri-Rail stations would be located. To help reduce project impacts and costs to local governments, the following mitigating measure is suggested:

- <u>Finalize Reasonable Access Fees and Terms for Tri-Rail Coastal Link Service:</u> FECI, FDOT, and SFRTA should work together to determine reasonable access fees and terms to enable commuter service to be established on the corridor from Jupiter to Miami in conjunction with the development of the AAF project.

<u>Conclusion</u>

The proposed AAF service represents a unique opportunity to expand the utilization of a private freight corridor for economic benefit and mobility. The FEC rail corridor provides a connection to dozens of historic downtowns, both large and small, that were all once "railroad towns." However, the service as currently proposed does not consider the corridor's development pattern, locating only three stations in southeast Florida, where economic benefit is focused. The balance of the Region is bypassed, which imposes project costs without meaningful benefit. The project's navigational impacts at the Loxahatchee River and St. Lucie River are considerable, and measures to reduce these impacts, including the potential for freight reallocation and regulatory adjustment, remain outstanding. Other potential project benefits, such as broadband access, quiet zones, grade crossing improvements, and commuter rail access, also warrant further evaluation. These significant issues should be raised for consideration in the EIS well in advance of its publication to ensure their thorough evaluation by the FRA and collaborating agencies. Further, given the magnitude of potential impacts from the proposed project, efforts should be taken to arrange a FRA workshop in the Region for local governments and others to fully understand the process and methods by which public comments will be received and evaluated.

These issues have also been communicated in correspondence to Governor Scott, the Treasure Coast Legislative Delegation, and the Treasure Coast Congressional Delegation. This correspondence is attached.

Recommendation

Council should direct staff to:

1) transmit these comments to the Federal Railroad Administration in advance of the publication of the draft Environmental Impact Statement with consideration of the following issues as well as those detailed in report:

   - Development of broad impact analysis, including both positive and negative potential impacts from the project, including impacts upon property values, with an overview of immediate and local impacts as well as longer-term, broader impacts;
   - Potential impacts on wildlife in areas such as state parks and preserves among others;
   - Location of railroad sidings so as to not create conflicts with vehicular circulation;
   - Evaluation of the project's potential costs to local governments, both immediate and long-term, for both capital and operations aspects of the project;
   - Provide a model scenario plan for the rail network in Southeast Florida (including both FEC and SFRC/CSX rail corridors) comparing all existing passenger and freight services with all proposed future passenger and freight services (e.g., AAF, Amtrak, Tri-Rail Coastal Link, "through" and "local" freight) to determine impacts on the roadway network and bridges; and
   - Time extension for an additional 45 days for public comment following publication of the draft EIS (totaling 90 days for public comment); and

2) request the Federal Railroad Administration conduct workshops in the Region for local governments prior to the issuance of the Environmental Impact Statement.

Attachments

MEMORANDUM

To: The Honorable Rick Scott, Governor
Treasure Coast Legislative Delegation

From: Michael J. Busha, AICP
Executive Director

Date: March 10, 2014

Subject: All Aboard Florida

The All Aboard Florida (AAF) project, proposed by Florida East Coast Industries (FECI), has been the subject of extensive Council and local government discussion since its announcement in May 2012. The reintroduction of passenger rail service on the Florida East Coast rail corridor has been a long-standing regional priority and has the potential for improved mobility and varied economic and environmental benefits. However, the service as currently proposed concentrates public benefits in communities where stations are planned (West Palm Beach, Fort Lauderdale, Miami, and Orlando), but imposes costs and impacts to all local governments along the corridor. There are virtually no public benefits provided to communities north of Palm Beach County. In addition, cargo-related train traffic is expected to increase with proposed rail corridor and seaport capacity improvements, creating further local and regional impacts. A better balance of shared benefits and reduced costs is necessary to protect all local governments and citizens throughout the Treasure Coast Region.

There are several opportunities available to help mitigate project impacts and more fairly distribute public benefits throughout the Region. These include:

- **State Funding for Quiet Zone Improvements**

  - Direct the Florida Rail Enterprise to make quiet zone improvements in the corridor a top priority and allocate sufficient funding from the Transportation Regional Incentive Program (TRIP), from the Strategic Intermodal System (SIS), and other sources for local governments to establish quiet zones, with safe pedestrian pathways, at all grade crossings along the AAF route.

  - FDOT should be compelled to require FECI install the highest degree of safety infrastructure at all grade crossings to enable the establishment of quiet zones at the lowest possible cost to state and local government.

- Adopt appropriate amendments to Florida Statutes to alleviate any additional insurance obligations for local governments due to the establishment of quiet zones.

- **Stations and Stops in Martin, St. Lucie and Indian River Counties**

  Direct FDOT to immediately advance the Amtrak/FEC Corridor Project, which is already funded in the FDOT Five-Year Work Program. This would provide stations in Stuart, Fort Pierce, and Vero Beach, which should be designed to also accommodate AAF trains. FECI should also be directed to add limited AAF service stops in these communities in the first phase of service.

- **Mitigating Railroad Bridge and Navigation Conflicts**

  Advance amendments, in conjunction with the Congressional Delegation, to the Code of Federal Regulations (CFR § 117.299 and CFR §117.317) to limit, for example, railroad bridge closures at the Loxahatchee and St. Lucie rivers to not more than fifteen minutes per half-hour. FECI should be required to modernize both bridges with upgraded bridge machinery and provide bridge-tenders during weekends and holidays to increase safety and public access, and reduce navigation delays.

- **Reallocation of Freight to the CSX Rail Corridor**

  Direct FDOT to execute a freight rationalization program in conjunction with the AAF project to shift long-distance freight trains away from the FEC's coastal route and onto the CSX's inland route to reduce impacts on local communities and railroad bridge closures.

- **Broadband Access to Public and Select Not-for-Profit Institutions at a Discounted Rate**

  Negotiate a discounted rate with FECI's telecommunications division (Parallel Infrastructure) for broadband access by local governments and agencies, educational systems including colleges and universities, hospitals, and not-for-profit biomedical institutions.

- **Establish a Reasonable, Consistent, and Predictable Rate Structure for Municipal Grade Crossings**

  Compel FECI to establish standardized agreements with a consistent and reasonable long-term rate structure to provide greater certainty about the annual and periodic costs to local governments and public authorities for maintaining FEC rail corridor grade crossings.

- **Funding for Rail Engineering Specialist Position**

  Provide funding for one dedicated and independent rail engineering specialist stationed within the Region to assist local governments with the evaluation, design, construction, and implementation of rail improvements related to AAF and other rail services.

These actions will help bring balance to what has become an increasingly imbalanced All Aboard Florida proposal. Council will continue to communicate with FECI and state and local government regarding the project. These issues should be given full consideration during preparation of the forthcoming Environmental Impact Statement. Council stands ready to review this document in cooperation with local governments in the Region.

Thank you for taking a leadership role to champion these actions on behalf of the 54 local governments and 1.9 million citizens of the Treasure Coast Region.

cc: Peter O'Bryan, Chairman, Treasure Coast Regional Planning Council
Treasure Coast Local Governments
Treasure Coast MPO/TPOs
Treasure Coast Regional League of Cities
Palm Beach League of Cities
Treasure Coast Council of Local Governments

INDIAN RIVER – ST. LUCIE – MARTIN – PALM BEACH

MEMORANDUM

To: The Honorable Bill Nelson, U.S. Senate
The Honorable Marco Rubio, U.S. Senate
The Honorable Ted Deutch, U.S. House of Representatives
The Honorable Lois Frankel, U.S. House of Representatives
The Honorable Alcee Hastings, U.S. House of Representatives
The Honorable Patrick Murphy, U.S. House of Representatives
The Honorable Bill Posey, U.S. House of Representatives

From: Michael J. Busha, AICP
Executive Director

Date: March 10, 2014

Subject: All Aboard Florida

The All Aboard Florida (AAF) project, proposed by Florida East Coast Industries (FECI), has been the subject of extensive Council and local government discussion since its announcement in May 2012. The reintroduction of passenger rail service on the Florida East Coast rail corridor has been a long-standing Council priority and has the potential for improved mobility and varied economic and environmental benefits. However, the service as currently proposed concentrates public benefits in communities where stations are planned (West Palm Beach, Fort Lauderdale, Miami, and Orlando), but it imposes costs and impacts to all local governments along the corridor. In addition, cargo-related train traffic is expected to increase with proposed rail corridor and seaport capacity improvements, creating further local and regional impacts. A better balance of shared benefits and reduced costs is necessary to protect all local governments and citizens in the Treasure Coast Region.

There are several opportunities for the Congressional Delegation to help mitigate project impacts and more fairly distribute public benefits throughout the Region. These include:

- **Federal Funding for Quiet Zone Improvements**
  The Congressional Delegation should assist in securing a TIGER grant and other Federal appropriations for local governments to establish quiet zones, with safe pedestrian pathways, at all grade crossings along the AAF route. The Federal Railroad Administration (FRA) should be compelled to require FECI to install the highest degree of safety infrastructure at all grade crossings to enable the establishment of

quiet zones at the lowest possible cost to state and local governments. The FRA should also provide a clear definition of what constitutes a "sealed corridor" along the "Class Six" segment of the railway from approximately Palm Beach Lakes Boulevard in Palm Beach County north to State Road 528 in Brevard County.

- **Stations and Stops in Martin, St. Lucie and Indian River Counties**
  The Congressional Delegation should direct Amtrak to immediately advance the Amtrak/FEC Corridor Project, which is already funded in the Florida Department of Transportation Five-Year Work Program. This would provide stations in Stuart, Fort Pierce, and Vero Beach, which should be designed to also accommodate AAF trains. FECI should be compelled to add limited AAF service stops in these communities in the first phase of service.

- **Mitigating Railroad Bridge and Navigation Conflicts**
  The Congressional Delegation should direct the U.S. Coast Guard to initiate amendments to the Code of Federal Regulations (CFR § 117.299 and CFR §117.317) to limit, for example, railroad bridge closures at the Loxahatchee and St. Lucie rivers to not more than fifteen minutes per half-hour. FECI should further be required to modernize both bridges with upgraded bridge machinery and provide bridge-tenders during weekends and holidays to increase safety and public access, and reduce navigation delays.

- **Reallocation of Freight to the CSX Rail Corridor**
  The Congressional Delegation should compel FECI to execute a freight rationalization program in conjunction with the AAF project to shift long-distance freight trains away from the FEC's coastal route and onto the CSX's inland route to reduce impacts on local communities and bridge closures.

- **Broadband Access to Public and Select Not-for-Profit Institutions at a Discounted Rate**
  The Congressional Delegation should compel FECI's telecommunications division (Parallel Infrastructure) to establish a discounted rate for broadband access by local governments and agencies, educational systems including colleges and universities, hospitals, and not-for-profit biomedical institutions.

- **Establish a Reasonable, Consistent, and Predictable Rate Structure for Municipal Grade Crossings**
  The Congressional Delegation should compel FECI to establish standardized agreements with a reasonable and consistent long-term rate structure to provide greater certainty about the annual and periodic costs to local governments and public authorities for maintaining FEC rail corridor grade crossings.

- **Resolving Commuter Railroad Access Fees and Terms**
  The Congressional Delegation should compel FECI to establish reasonable railroad access fees and terms for future commuter rail service in Southeast Florida, as part of FECI's pending request for a Railroad Rehabilitation and Improvement Fund loan.

These actions will help bring balance to what has become an increasingly imbalanced All Aboard Florida proposal. Council will continue to communicate with FECI and state, federal and local agencies regarding the project. These issues should be given full consideration during preparation of the forthcoming Environmental Impact Statement. Council stands ready to review this document in cooperation with local governments in the Region.

Thank you for taking a leadership role to champion these actions on behalf of the 54 local governments and 1.9 million citizens of the Treasure Coast Region.

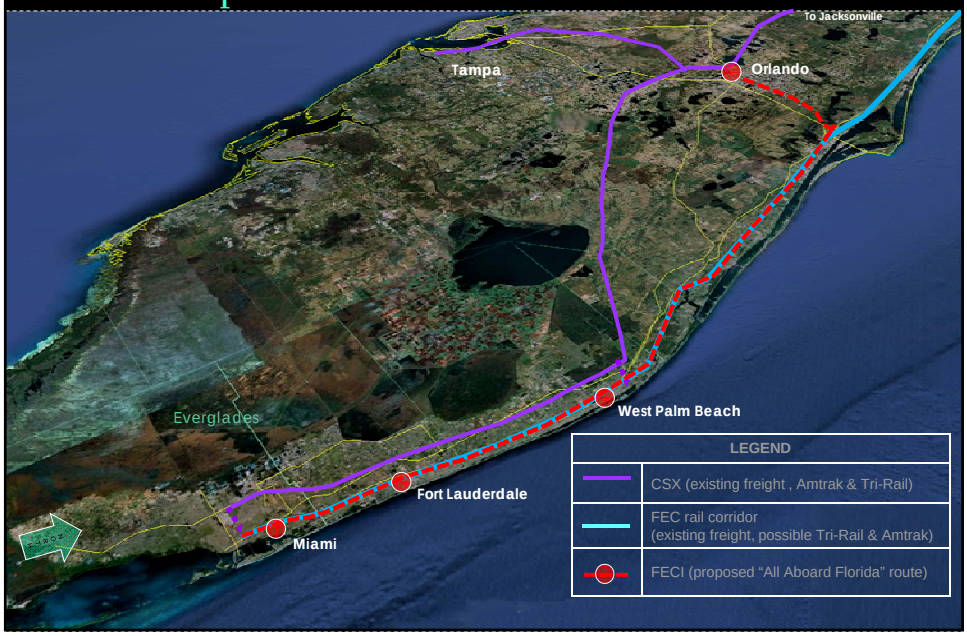
cc: Peter O'Bryan, Chairman, Treasure Coast Regional Planning Council
Treasure Coast Local Governments
Treasure Coast MPO/TPOs
Treasure Coast Regional League of Cities
Palm Beach League of Cities
Treasure Coast Council of Local Governments

All Aboard Florida Project Status Update

TREASURE COAST REGIONAL PLANNING COUNCIL

APRIL 2014

Southeast Florida Rail Network & Proposed "All Aboard Florida" Route



All Aboard Florida (AAF) Proposal

Applicant: Florida East Coast Industries (FECI)

Project Proposal:	Operation of high-speed express intercity passenger rail service on Florida East Coast (FEC) Rail Corridor & SR 528
Station Locations	Miami, Fort Lauderdale, West Palm Beach, Orlando (235-mile route)
Service Frequency:	16 hourly trains in each direction (6 AM – 9 PM)
Project Timeframe:	Construction (2014) Initial Service (2016)
Permit Activity:	Pending Environmental Impact Statement (EIS)

AAF Project History

ACTION	TIMEFRAME
FECI: Announced "All Aboard Florida" Project	**March 2012**
FECI/AAF: Submittal of "RRIF" Loan Application* to Federal Railroad Administration (FRA)	**2012**
FECI/AAF: Submittal of EA Documentation (Southern "Initial" Segment)	**October 2012**
FECI/AAF: Received EA Approval (Southern Segment) *(West Palm Beach/Miami - track improvements & sidings; station platforms; grade crossings)*	**January 2013**
FRA: Conducted EIS "Scoping Meetings" (Northern Segment) *(West Palm Beach/Orlando - track improvements; Miami/Orlando – bridges, stations, grade crossings)*	**May 2013**

RRIF = Railroad Rehabilitation and Improvement Financing Program (under FRA)
EA = Environmental Assessment; EIS = Environmental Impact Statement

Environmental Impact Statement (EIS) Approval Process by FRA

ACTION	TIMEFRAME
FRA Publication of "Draft EIS" & Public Workshops	**May/June 2014** *(per FRA estimate)*
FRA Public Comment Period	**45 days** *Council & others have requested 90 days; extension requires FRA approval*
FRA Publication of "Final EIS"	**TBD**
FRA Public Comment Period	**30 days** *FRA has discretion to extend*
FRA Issuance of "Record of Decision"	**TBD**

Minimum Considerations of an EIS

14. Contents of an Environmental Impact Statement (n): Analysis should be focused on areas of significant impact: beneficial and adverse; direct, indirect, and cumulative; and both long and short-term. There should be evidence of consultation with appropriate Federal, State and local officials. At a minimum, the following areas should be considered in the environmental analysis …

1. Air quality.
2. Water quality
3. Noise and vibration.
4. Solid waste disposal.
5. Natural ecological systems.
6. Wetlands.
7. Endangered species.
8. Flood hazard evaluation & floodplain management.
9. Coastal zone management.
10. Production & consumption of energy.
11. Use of natural resources other than energy, such as water, minerals, or timber.
12. Aesthetic environment & scenic resources.
13. Transportation.
14. Elderly & handicapped.
15. Land use.
16. Socioeconomic environment.
17. Public health.
18. Public safety.
19. Recreation areas & opportunities
20. Environmental Justice.
21. Sites of historical, archeological, architectural, or cultural significance.
22. Construction impacts.

FEDERAL RAILROAD ADMINISTRATION - PROCEDURES FOR CONSIDERING ENVIRONMENTAL IMPACTS

28554 Federal Register / Vol. 64, No. 101 / Wednesday, May 26, 1999 / Notices

Council's Involvement in Project

Since AAF project announcement in March 2012, Council has participated in:

Public Hearings	37
Public Workshops	23
Briefings with Elected Officials	53
Other (Neighborhood & Town Hall Meetings)	8

Council's role has been to deliver and information to/from all interested parties in advance of the EIS.

REV 4/29/2014

TCRPC Action on AAF (3/21/2014)

(1) Request FRA Address Key Issues in EIS

- Passenger Rail Stations
- Grade Crossings & Quiet Zones
- Bridge & Marine Navigation Conflicts
- Access to Broadband Capacity
- Freight Rationalization
- Land Use & Transportation
- Tri-Rail Coastal Link Access Negotiations
- Wildlife Impacts

(2) Extend Public Comment Period to 90 Days

(3) Request FRA "EIS Workshop" in Region for Local Governments & Agencies

Passenger Rail Stations

- Advance Amtrak/FEC Corridor Service
- Add AAF Stops in Treasure Coast
  - Stations - Stuart, Fort Pierce & Vero Beach

Grade Crossings & Quiet Zones

- Quiet Zone Funding (FECI, FDOT, TIGER Grants)
- Pedestrian Pathways at all Grade Crossings
- Consistent, Predictable & Reasonable FECI Grade Crossing Fee Schedule

Bridge & Marine Navigation Conflicts

- Reduce Impacts to Bridges
  - Synchronize trains to reduce # of closures
  - Establish limits on maximum bridge closure time
- Modernize Bridge Mechanisms & Structures
  - Establish limits on maximum bridge closure time
- Improve Safety – On-Site Bridge Tender & Add 2nd (western) Police Boat & Dock in Tequesta

St. Lucie River FEC RR Bridge

Loxahatchee River FEC RR Bridge

Access to Broadband Capacity

- Discounted Broadband Access Rate for Public & Not-for-Profit Institutions
  - Local Governments, Agencies, Educational Users, Hospitals & BioTech/BioMed Users

Freight Rationalization

- Balance Rail Activity on Rail Network
  - Freight & passenger on both FEC & CSX rail corridors
- Create Future Rail Demand Model (passenger & freight; CSX & FEC)

Land Use & Transportation Impacts

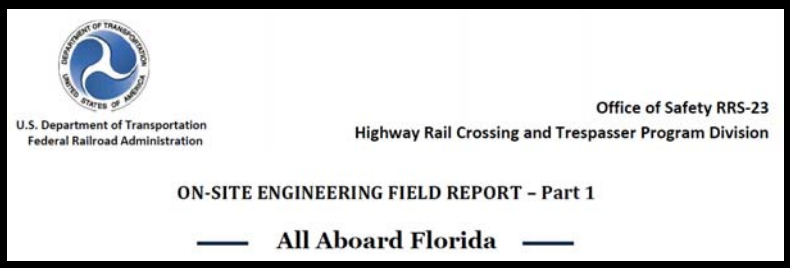
- Impacts in Historic Downtowns
  - Downtown parking, landscaping, transportation
- Impacts to Property Values

- Impacts to Traffic & Emergency Response

Other Issues

- Impacts on Wildlife & Listed Species
- Benefit/Cost Analysis
- Extend Public Comment Period to 90 Days

FRA Safety Report (4/8/2014)


U.S. Department of Transportation
Federal Railroad Administration

Office of Safety RRS-23
Highway Rail Crossing and Trespasser Program Division

ON-SITE ENGINEERING FIELD REPORT – Part 1

All Aboard Florida

- Focus of Report: West Palm Beach north to Cocoa
- Trespassing is an "epidemic" along the corridor
- AAF should install pedestrian gates for sidewalks
- AAF should follow "sealed corridor" guidelines:

41crossings = four-quadrant gates
7 crossings = 100-foot medians
6 crossings = three-quadrant gates
23 crossings = private or recommended closure

AAF "Clearinghouse" on TCRPC Website

- Establish Central Location for Project-Related Documents & Reports
  - EA & EIS Documents
  - Agency Reports
  - Local Government Comments

TREASURE COAST REGIONAL PLANNING COUNCIL
www.tcrpc.org

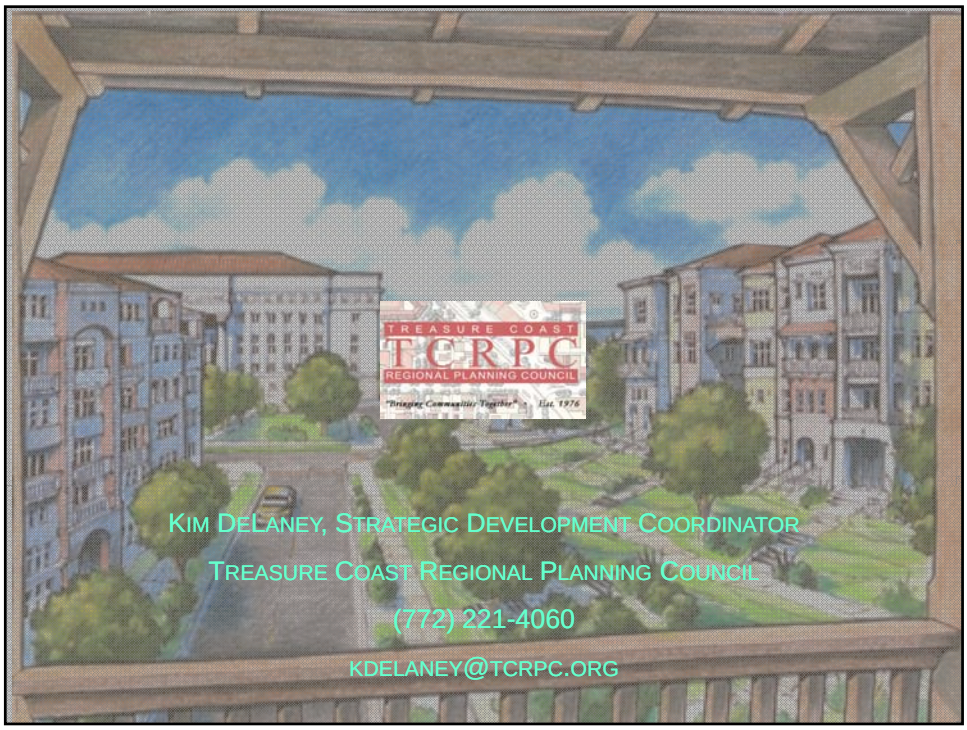
- Project Status & Timeline

- Project-Related Contact Information
  - Federal Railroad Administration
  - US Department of Transportation
  - U.S. Coast Guard
  - U.S. Fish & Wildlife
  - U.S. Army Corps of Engineers
  - Environmental Protection Agency
  - Congressional Delegation
  - Florida Department of Transportation
  - Water Management Districts
  - MPOs, TPOs
  - Local Governments in the Region
  - Legislative Delegation

TCRPC: Recent Public Comments Received

- Congressional Delegation:
  - Congressman Patrick Murphy
  - Congresswoman Lois Frankel
  - Congressman Bill Posey
- Local Governments:
  - City of Fort Pierce
  - Indian River County
  - Town of Jupiter
  - Town of St. Lucie Village
  - City of Sebastian
  - City of Stuart

All comments from local governments, agencies & elected officials included in TCRPC agenda packages at www.tcrpc.org.



KIM DELANEY, STRATEGIC DEVELOPMENT COORDINATOR
TREASURE COAST REGIONAL PLANNING COUNCIL
(772) 221-4060
KDELANEY@TCRPC.ORG

CITY OF LAKE WORTH

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

AGENDA DATE: May 6, 2014 **DEPARTMENT:** Internal Audit

EXECUTIVE BRIEF

TITLE: Report from Internal Auditor and Proclamation recognizing May as Internal Audit Month

SUMMARY:

All final reports and memos issued to the Commission on the activities of the City's Internal Audit Department for the period August 6, 2013 through May 6, 2014 will be presented. These documents are presented to the public, and highlights from these projects will be discussed. In-process audits and projects for fiscal 2015 will be noted.

BACKGROUND AND JUSTIFICATION:

This is the second presentation by Internal Audit at a full Commission meeting, and is being done in conjunction with the City's recognition of May, 2014 as Internal Audit Awareness Month.

MOTION:

Not Applicable

ATTACHMENT(S):

Fiscal Impact Analysis: Not Applicable
Follow-up Report: Customer Service and Cash Handling
Follow-up Report: Common Area Maintenance and Ballroom Operations
Follow-up Report: Purchase Card Process Audit
Follow-up Report: Fleet Maintenance
Cell Phone Review
Human Resources Audit
Barter Memo
Employee Promotion Memo
Cash Received by the Leisure Department Memo
Casino Security Memo

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2017
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

C. Department Fiscal Review: _____

OFFICE OF THE INTERNAL AUDITOR
7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1749 · Fax: 561-586-1750

TO: **Mayor P. Triolo**
Commissioner S. Maxwell
Commissioner A. Amoroso
Commissioner C. McVoy
Commissioner J. Szerdi

FROM: **City Internal Auditor K. Oakes**

CC: **City Manager M. Bornstein**
Finance Director S. Carr
Leisure Services Director Juan Ruiz
Electric Utilities Director Clay Lindstrom
City Attorney G. Torcivia

DATE: **October 30, 2013**

SUBJECT: **Follow-Up Report: Customer Service and Cash Handling**

The report titled Audit of Customer Service and Cash Handling was issued April 2, 2013. Internal Audit performed follow-up procedures in August and September for all of the Findings included in that report. This follow-up report discusses the progress made addressing those Findings and what further steps should be undertaken to ensure that controls in these areas are strong.

This report will not include the sections labeled Discussion, Overall Conclusions or Audit Approach that were included in the original report. Included here will be the status of remediation activities for the original Findings (labeled "Follow-up Status") and comments on what has not yet been addressed. Note also that the individual Finding descriptions may have been condensed or otherwise edited.

Findings:
Cash

1. Change is not delivered to the customer service department in the annex building by the armored carrier, despite their daily trips to the annex to pick up the previous day's cash and checks. Change is purchased from the Bank of America branch across the street. It is paid for in cash, and the change is hand carried back to the annex. The handling of cash by our employees exposes them to physical risks and the City to potential liability should a robbery attempt be made.
   Recommendation: Change should be purchased from Loomis (the armored carrier) at least once per week. The practice of carrying cash and change across the street to the bank should stop.

Finance Department Response: When brought to our attention, Customer Service was instructed to use the method recommended above. The process has been set up with Loomis and is awaiting implementation by Customer Service.

Follow-up Status:

- **Internal Audit Comment:** Change is now ordered from and delivered by armored carrier Loomis.

2. Loomis's pickup times should be more varied, and must not occur at or near 8:00 a.m. each day or the checks from the preceding day will not be ready for deposit. Depositing checks one day late effects the City's cash flow and makes the reconciliation process more cumbersome.
Recommendation: Loomis should come at staggered times without informing the customer service operation precisely when. No pickup should occur prior to 10:00 a.m. to allow sufficient time for the preparation of the previous day's check deposit.
Finance Department Response: The log produced by Loomis indicates that they do vary pick-up times.
Follow-up Status:

- **Internal Audit Comment:** Pickup times are more varied, and no longer occur before the customer service department is ready for them.

3. Cash is carried by employees from the golf course and the utilities area to the Annex for inclusion in the Loomis deposit.
Recommendation: The City should explore having Loomis pick up directly at the golf course no more than once or twice per week, depending on volume.
Finance Department Response: Arrangements have been made with the bank to provide a key to the night deposit drawer for use by City departments. However, due to the location of the night drop box (next to the ATM and only accessible by getting out of a vehicle and approaching it on foot) we are recommending that the departments use the business lane drive-up teller. It should be noted that the cost per transaction will increase by using this alternative over taking the deposit to Utility Customer Service in the Annex for pick up by the armored car.
Follow-up Status:

- **Finance:** Cash is now deposited by golf course personnel directly with the bank's drive up teller.

4. The cashier drawers are counted and reconciled by supervisors, not the cashier (though the cashier observes the process). Responsibility for the cash in the drawer is therefore split between these two positions. In the event of a cash shortage, responsibility is not clearly assigned.
Recommendation: The cash drawer ("bank") should be counted by the cashier at the beginning and end of the shift and recounted by a Supervisor. All money in excess of the cash bank should then be counted by the cashier before the cashier knows how much should be in the drawer (called a "blind close"). The Supervisor should then confirm the cashier's count and prepare the deposit.

Finance Department Response: A Blind Close is already being done in the Golf department. The deposit is completed by the cashier and the bag is closed. The supervisor ties out the end of day report and sends it to Finance. Finance verifies that the cash that posts to the bank matches the end of day report.

Follow-up Status:

- **Customer Service:** The cashiers are doing their own blind close, which is then checked by a supervisor.

5. Pulls are made by the supervisor or the cashier when she/he believes the money is not physically able to fit in the drawer. Per annex staff, pulls are infrequent. On the day of closing procedure observation by Internal Audit, approximately $34k was in the drawers at the end of the day, and no pulls had been performed.
Recommendation: A set dollar amount should be established that, when reached, triggers a cash pull. The cashier should be required to count out a cash pull at this point and request that it be removed by the supervisor from the drawer. The cash should be counted by the supervisor doing the pull and a receipt signed by the supervisor should be given to the cashier. This money should be placed in the safe.
Follow-up Status:

- **Internal Audit Comment:** Pulls are not being done at regular intervals or when cash in the drawer reaches a certain level.
- **Customer Service:** There is no possible way to set an amount as previously stated. The day Finance was here the Supervisor would have had to make seven pulls by 1:30pm to accommodate the (verbally) recommended $2,000 amount. We now have the cashiers strap their bills when they see they have a lot. The cashier calls the Supervisor to verify, gives the cashier a slip to again verify and the money is locked up in a locked bank bag designated for each cashier. The slip is left in their drawer for balancing at the end of the day. We are looking to purchase safes (with deposit slots) that will be bolted to the floor under the cashier drawer for drops throughout the day.
- **Additional Internal Audit Comment:** The critical risk here is that money is in the cashier's drawers where it is vulnerable. The cashiers should be held responsible for safeguarding that cash. While the addition of the under-the-counter-safes noted above is commendable (though realistically, it would be many months away until this might happen), dollar amounts should nonetheless be established to trigger pulls. The $2,000 was a suggestion, but Audit maintains that a reasonable amount should not be significantly higher.

6. The supervisors in the cashier area must MICR-encode all checks taken with the dollar amount of the check. The bank requires this, per the CSO Manager. This exercise is time consuming and is customarily performed by the bank receiving the checks.
Recommendation: This function should be assumed by the bank.
Finance Department Response: This issue will be resolved when the Customer Service staff starts to utilize the "Remote Deposit" machines that will read checks and electronically transmit them for deposit. The machines are on-site and training will be occurring within the next few weeks.

Follow-up Status:

- Ø **Finance:** The entire check procedure has changed, enabling checks to be recorded without being physically deposited in the bank. This new process eliminates the issue in this Finding.

Physical Security

7. The cashier windows are physically vulnerable. The window between the customer and the cashier is plain glass, and it doesn't go all the way up to the ceiling.
   Recommendation: Consideration should be given to fortifying the cashier area to better protect the cashiers and secure City assets. Possibilities include extending the wall between the customers and the cashiers to reach the ceiling, replacing the glass with bullet proof glass, and strengthening the door that leads to the cashier's area.
   Follow-up Status:
   - Ø **Internal Audit Comment:** New thicker glass has been installed, and there are now cameras watching the customer area in front of the cashier's windows. However, access to the back area is still not secured, and there are still no alarms or panic buttons for the cashiers.
   - Ø **Customer Service:** The cashiers and Intake area now have an IM function to alert the Supervisors and Manger they may need help with a situation.
   - Ø **Additional Internal Audit Comment:** While an IM function is a welcome addition, it does not take the place of an alarm system with a panic button, as noted in 9. below.

8. There are no cameras recording in the customer service areas. One camera is used in the intake area, and is fed live to the CSO Manager's computer, but no recording takes place. There are no cameras in the cashier area. Other cameras are anticipated, but none will be recording activity.
   Recommendation: Cameras should be considered for the cashier area. They should be recording the entire payment area, and an on-line feed should be available to management employees to monitor. The feed from the intake area should be recorded as well.
   Follow-up Status:
   - Ø **Internal Audit Comment:** There is a new camera system in place. However, the initial installation did not include motion detection cameras. Internal Audit was told that motion detection capability will be added. This will be confirmed when completed. The recording hardware should be better secured and locked.

9. The annex has no alarms or panic buttons. This coupled with the lack of cameras places city assets and employees at risk.
   Recommendation: An alarm system with panic buttons for both cashiers should be considered.
   Follow-up Status:
   - Ø **Customer Service:** An IM System has been installed as stated above.
   - Ø **Internal Audit Comment:** As noted above, the IM system does not take the place of an alarm system with a panic button. Audit recognizes the camera system as a positive addition.

10. Cash collected at the annex building is significant and may easily exceed $100k on a regular basis. Employees have direct access to any cash collected throughout the day, as well as access to cash from the previous day in the safe. This safe is not alarmed or video monitored. There are reportedly two employees with the combination (this may be too few). Current conditions may put city employees and assets at risk.

Recommendations:

- A "Smart Safe" should be considered. This device allows cash to be fed into it by anyone with the proper access. It can be read remotely, produces a receipt and record of all cash fed into it, identifies all transactions by individual and time and date, can only be accessed by the armored carrier and has the capability of crediting the City with cash upon feeding, not upon physical deposit in the bank, potentially saving several days of float. It also eliminates the act of preparing a deposit, reduces errors, detects potential counterfeit bills and significantly lessens the actual handling of cash. Cash pulls from the drawer (see Finding 5 above) are also greatly facilitated by this type of safe. ("Smart Safe" is a brand name. All similar types of safe should be explored.)
- Absent a Smart Safe, a standard "drop safe" should be considered. Such as safe allows bags of cash to be placed into the safe without opening it, and prevents further access. Two keys, one of which would be in the armored carrier's possession, would be necessary to retrieve the bags. This, in conjunction with regular pulls (see 5. above), removes cash from direct employee access. This process would require that cash pulls are treated as a deposit, with a separate deposit slip accompanying each one.

Finance Department Response: Finance is researching the cost/risk/benefit of the "Smart Safe" device. Our initial research is that this device and the additional bank charges that will be generated are high enough to warrant a detailed analysis of this suggestion before implementing. Although this may be ideal, it appears that it may be costly. The "drop safe" is also being evaluated.

Follow-up Status:

- Ø **Finance:** All changes in safes were deemed cost-prohibitive and will not be effected.
- Ø **Customer Service:** The daily cash reports indicate that it is rare that the $100k amount is reached.

11. The City uses a Parkeon parking meter system to charge for parking at the boat ramp, the parking lot downtown and the beach. The parking meter itself has the following features, among others:

- It takes nickels, dimes, quarters, dollar coins (standard dollars and Sacagawea dollars) but no Kennedy halves and no pennies. It also takes most charge cards (no Amex), though card approval is not instantaneous. This audit is concerned only with cash.
- The stub printed out by the meter when money is collected lists the totals in both dollars and the number of each coin type.
- The stub lists the last time the machine was collected.
- Readings are accessible on a web site.

- There is a non-resettable feature that can be elected by the user to print a non-resettable total on the printout stub. This feature is apparently not in operation presently.

There are many other features of the Parkeon system, but the most important item for the purposes of the current audit is that there is adequate control and physical security available for the individuals emptying these meters. The following describes the collection procedure as observed by Internal Audit during a collection run:

- The website is used to read each meter's take in coins. The Parking Enforcement Supervisor then decides which meters to collect from, and he travels to the meter in a city vehicle.
- Another parking employee meets the Supervisor there (always two people), and he contacts the Sheriff's office for an escort.
- The meter is opened only when all three people are on site.
- Money is emptied into a box designed for collections, after which the meter resets itself to zero.
- Money is transported to the maintenance building near the garage, accompanied by a Sheriff's Deputy.
- Money still in the boxes is placed on an employee lunch break table, where the coins are transferred into plastic bags, one bag per meter. The collection observed by IAD included three meters from the beach, holding about $1,000 in total.
- Bag numbers are assigned, and the money is placed in a safe in the next room. The safe combination had not been changed recently, even though an employee who had the combination had been very recently let go. This should be done immediately, and the Supervisor represented it would be.
- The building is locked during off hours and the safe is locked. However, there are no surveillance cameras and no alarm.
- When the safe is full enough to justify a pick-up by Loomis, the Parking Supervisor calls for a pickup if Loomis hasn't already contacted the Supervisor.
- The afternoon or evening before the pickup, all bags are carried by dolly from the maintenance building to the office of the Public Services Director in the trailer across the parking lot from the maintenance building, where paperwork is filled out for the next morning's collection. The money is then "covered" with plastic bags and left out on a wooden bench overnight. It was represented that the trailer is alarmed, and there are cameras noting ingress and egress.
- On the date of the observation, there were three bags collected totaling approximately $1,000 in addition to another 20 already in the safe with about $7,000 in them. Per the Supervisor, this was an especially large deposit ($8k) and it was particularly difficult to physically transport on the dolly.
- Loomis is scheduled to pick up cash at the trailer (Public Services area) Tuesdays and Fridays. They always confirm by phone that they should come. On occasion, they are told not to come due to a relatively small cash collection. They then wait for a call. Their last collection was on January 15, or 17 days prior to the February 1 collection scheduled for the day after the observation
- Money is not counted by the collection people. It used to be done using a coin counting machine, but when the machine broke, the practice was discontinued.

Totals per the meters are included on the deposit slip, and the bank counts each bag and reports any discrepancies. Finance reported that differences are virtually non-existent.

Finance Department Comment: It should be noted that the decision to change the counting of the coins was not based on the machine breaking. The procedure was switched after the accuracy of the new parking meters was confirmed via testing by the Finance department. A new procedure was put into place that no longer required labor-intensive coin counting, as the meter information was proven to be reliable. We have continued to monitor this and any differences have remained very small.

Three red flags arose from the audit:

- The Supervisor informed Internal Audit that he had problems with three particular meters, and he would have to do a "function 90 diagnostic" on each. Audit had already learned directly from Parkeon that this function effectively resets the meters' "non-resettable" totals back to zero. The Supervisor also knew this, which is why he was calling Audit.

  Follow-up Status:

  - **Leisure Services:** Function 90 is only done when parking meters go down and the technical assistance technician from Parkeon requires it. The parking supervisor will inform the Leisure Services Director each time in writing when a Function 90 is performed. The Leisure Services Director now has the ability to look up through the Parkfolio website when and how many times a Function 90 is done to any of the City's pay stations.
  - **Finance:** The parking division's access in Parkeon has been changed to maintenance inquiry only. This will enable the Parking Division to see if the meters are working and if they need to be emptied. It does not give access to see how much money is in the meter. In addition, the Finance Department has included running the function 90 report as a part of the weekly reconciliation that is performed.

- The Supervisor allowed the safe to build up the number of bags, as Loomis went for 17 days without a collection. (Note that Loomis charges the City for two collections per week. No adjustment had been made for this lapse.)

  Follow-up Status:

  - **Leisure Services:** Our armored carrier (Loomis) pick-up book shows regular, twice per week pick-ups at different times of the day.

- The Supervisor has virtually complete control of the parking meter process, from administrator access to the Parkeon on-line system, access to all parking meters, access to the storage safe and physical custody of the money between the two buildings in the public services area. Though he doesn't reconcile the parking meter deposit to bank records, which is done in Finance, duties are still not adequately segregated.

  Follow-up Status:

- **Leisure Services:** The Parking Division will be working closely with Finance personnel and will be able to segregate duties once a Parking Operations Manager is hired in Fiscal Year 2014.
- **Finance:** The Parking Division's access in Parkeon has been changed to maintenance inquiry only. This will enable the Parking Division to see if the meters are working and if they need to be empty. It does not give access to see how much money is in the meter. In addition, the Finance Department has included running the Function 90 report as part of the weekly reconciliation that is performed.

Recommendations:

- Each parking meter should be emptied at least twice per week. Loomis should have set days (though staggered times) for pickup.
  Finance Department Response: The parking division was never authorized to change or defer the schedule for emptying the meters or alter the Loomis pick-up schedule. This situation is a direct violation of the established procedure. Since it was brought to our attention, Loomis has been directed to only change schedules given a directive from Finance rather than the division themselves.
  Update Status:
  - **Leisure Services:** Please have finance provide the Parking Division a copy of established procedures. Corrective action: Loomis picks up twice per week at staggered times.
  - **Finance:** Procedures have been sent.

- Coins should be prepared for deposit in the building that houses the warehouse. The safe from the maintenance building should be installed in that building in a location that would permit easy access by Loomis and be under video surveillance 24/7. At least two pick-ups by Loomis from that facility per week should be arranged. Current deposit preparation procedures should be used.
  Update Status:
  - **Leisure Services:** As agreed with Internal Audit, the safe that stores the parking meter coins has been moved from the Facilities Garage to the Public Services Director's trailer which has an empty office with a keyed access. This location will be a one-stop location for storing, sorting and collecting of coins by Loomis. The trailer is equipped with an alarm system and cameras. Additional dead bolts have been installed and the garage complex electronic gate is being repaired to give after-hours access to authorized personnel only and provide added security for all concerned.

- The non-resettable component of the Parkeon system should be used. Accounting should be reconciling weekly cash deposits that arrived at the bank to the difference between ending and beginning non-resettable totals. Finance must also confirm through the Parkeon website that no resets of this total, via the function 90 diagnostic, occurred during the week. If the Supervisor must perform this

diagnostic, Finance must be notified and provided the ending non-resettable total amount prior to the re-set.
Finance Department Response: Finance will become more involved in the Parkeon system and create monitoring reports for this issue.
Update Status:

- **Leisure Services:** The parking Division collects from the meter in order to get a receipt with total collected prior to a Function 90 reset. Leisure Services will be advised in writing by the Parking Supervisor when a Function 90 is done to any of the City's pay stations.
- **Finance:** Finance is currently running the Function 90 report as a part of the reconciliation process. If the Function is used and has not been communicated by the Leisure Service Director, then the Finance Accountant I reports the incident to the Controller.

- Segregation of duties must be strengthened. The Parking Supervisor must not have the current levels of access to the Parkeon system. The Supervisor should be on a regular collection schedule for all meters, and should not be able to pick and choose which meter he visits and when. Better would be for Finance to have access to determine how much cash is in the meters, and use this information to inform the Supervisor if an off-schedule collection is warranted. The "function 90 diagnostic" capability should be removed from the Supervisor's access level.
  Finance Department Response: Finance will become more involved in the Parkeon system and create monitoring reports for this issue.
  Update Status:
  - **Leisure Services:** With the hiring of a Parking Operations Manager, segregation of duties will not be an issue with three levels of authority plus the Finance Accountant I.

- The safe combination change that took place as noted above should be confirmed by the Director to whom the Parking Supervisor reports.
  Update Status:
  - **Leisure Services:** The Parking Supervisor has confirmed the combination change to the Leisure Services Director.

- The entire collection process as revised by the above recommendations should be documented in narrative form by the Parking Supervisor and then reviewed by Internal Audit.
  Update Status:
  - **Leisure Services:** This narrative was provided to Internal Audit on September 24, 2013.

12. Checks are not restrictively endorsed when accepted from the customers, but are endorsed as part of the deposit procedure. Should a theft of checks occur, they may be more easily negotiated without the City's endorsement.
Recommendation: Checks should be restrictively endorsed immediately after they have been tendered by the customers.

Finance Department Response: Endorsement of checks occurs at the deposit preparation phase. If any checks were missing the cash drawer would be out of balance at the end of the day and the theft would be discovered then. However, this issue should be resolved when the Customer Service staff starts to utilize the "Remote Deposit" machines that will read checks and electronically transmit them for deposit. The machines are on site and training will occur within the next few weeks.

Update Status:

- **Internal Audit Comment:** Remote deposit is in use. It would be preferable, however, for the cashier to endorse the checks immediately upon receipt from the customer, which would provide an additional safeguard between the point of receipt and remote processing.

Credit Cards

13. Credit card payments may be taken by phone, requiring the customer service people to place the customer on hold, walk to the single terminal in the administrative area or out of the "intake" area and across the hall to the cashier area, and enter the credit card number. This number is then printed on a slip of paper and may be retained for an indeterminate length of time. This process is time consuming, not customer friendly and may not be PCI compliant.

Recommendations:

- At least one more credit card terminal should be acquired for the intake area.
- Customer credit card numbers should not be retained. The slips must be destroyed, preferably the same day taken.

Finance Department Response: This issue should be resolved by the direct input of credit card numbers into the HTE system. The software has been installed and activated and implementation will occur as soon as training can be completed.

(Note: Payment Card Industry (PCI) compliant sellers follow certain rules, processes and restrictions regarding the acceptance of credit cards as payment for merchandise and services. Compliant vendors may have certain legal protections and enjoy lower charge card discounts than non-compliant vendors. Department heads have represented that the City is in substantial compliance with PCI requirements even with the potential minor lapse noted above.)

Update Status:

- **Customer Service:** After speaking with other Naviline users using One Point to inquire and address our concerns, we are again using Naviline as our POS as these concerns have been addressed and resolved in that system.

Other Findings

14. Deposits taken on new electric accounts may not be adequate based on the City's history of delinquent accounts.

Recommendation: The City has an excellent opportunity to better align deposits with delinquent account expectations. A service called "On-Line Utility Exchange" is

currently under consideration that will, among other functions, perform credit checks on our potential customers. City staff believes that a deposit of 2.5 times the average monthly bill, per the account's history, would be sufficient for the riskiest credit ratings. This rate appears reasonable, but the Utility Business Services Manager should be requested to obtain industry data to confirm that this would be an appropriate amount.
Update Status:

- **Internal Audit Comment:** The issue is unchanged.
- **Customer Service:** The proposed Deposit Resolution will be presented to the EUAB on November 13, 2013.

15. Tag numbers on the tags used to "seal" the electric meters and evidence tampering should it occur are not recorded in the system. If a customer replaces a tag that he cut off with another tag, the technician would not know that the meter was possibly tampered with.
Recommendation: Tag numbers should be recorded in the billing/servicing system. These numbers should be used to determine if the meter's security has been breached.
Update Status:

- **Internal Audit Comment:** Practice is unchanged.

16. Customer bills are stuffed and mailed from the Annex building each month (approximately 30k customers). One of our employees performs this task, which is labor intensive and time-consuming.
Recommendation: Management should consider outsourcing this as a means to improve efficiency and save on costs.
Update Status:

- **Customer Service:** A bill print company has been selected and we are working on the contract.

17. There are costs associated with both the disconnection and reconnection of customer accounts. Customers are charged $35 for a first time reconnection, and $90 for a second reconnection within one year. There is no fee for the truck roll when a disconnection is performed. These rates were arrived at over the years and approved by the City Commission as fair and equitable. Customer Service staff report that there has never been a cost study performed to determine whether this fee bears any relationship to the actual cost of rolling two trucks and physically disconnecting and reconnecting the power. The general perception is that this charge to the customer does not cover actual costs incurred by the City.

In addition, the City's many snowbirds routinely disconnect their power for the summer and reconnect for the winter months, guaranteeing two truck rolls for a $35 fee. In the past, it may have been cheaper for the customer to keep their power on all summer and pay a relatively low minimum monthly charge. This charge, however, has been raised to $34.50 per month, so the disconnection route has become significantly less expensive.

Recommendation: A cost study should be performed by Finance and the Customer Service Departments to determine actual costs for disconnections and reconnections. This cost should be compared to the amounts charged to our customers, and an adjustment

should be made if warranted. Reconnection fees for other electric and water providers in our area should be researched and compared to the fees we are charging or will charge our customers.

Consideration should also be given to formulating a "Snowbird Package" that would allow the power to remain on all summer (possible selling point: mold prevention) for a reduced fee, and allowing the City to save the cost of the two truck rolls which may not be covered by the authorized reconnection fee.

Update Status:

- **Customer Service:** A complete study of Utility fees is being performed. Actual costs and neighboring utility fees are compared. A resolution for utility fees will be forthcoming after all fees are finalized.
- **Finance:** The electric rate consultant can be tasked with developing the charge for fiscal year 2015.

Additional Audit Notes

Burton Study

A study was completed by the consulting firm Burton and Associates which indicated that our database should be audited to ensure that our customers are being charged the correct rates, and we are in fact billing all of our customers. This process is underway and should continue. Internal Audit will follow up periodically over the balance of calendar 2013 with the individual who is performing this audit and report to the Commission on any significant or unusual findings.

Accounts Receivable Reserve

All customer accounts receivable over 90 days old are reserved 100%. There is no reserve calculated on any of the other aging categories, an apparent departure from GAAP. A reserve should be considered on receivables in the current, 30 day and 90 categories going forward.
Finance Department Response: Although this is a desirable method from a practical basis the only time that such stratification of uncollectible information is really relevant is at fiscal year end. The City does not produce full accrual based statements on a monthly basis. The Finance department will take this under review and determine a course of action. The current process of using 90 days is from a practical standpoint adequate for statement purposes and any change will not produce a more meaningful amount or any additional help in the collections activity.
Update Status:

- **Finance:** No additional response necessary.

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TO: **Mayor P. Triolo**
Commissioner S. Maxwell
Commissioner A. Amoroso
Commissioner C. McVoy
Commissioner J. Szerdi

FROM: **City Internal Auditor K. Oakes**

CC: **City Manager M. Bornstein**
Finance Director Steve Carr
Leisure Services Director Juan Ruiz
City Attorney G. Torcivia

DATE: **October 30, 2013**

SUBJECT: **Common Area Maintenance and Ballroom Operations Audit Follow-up**

Discussion

The report titled Common Area Maintenance and Ballroom Operations Audits was issued June 28, 2013. Internal Audit performed follow-up procedures in September for all of the Findings included in that report. This follow-up report discusses the progress made addressing those Findings and what further steps should be undertaken to ensure that controls in these areas are strong.

Responses from the management of the audited areas to the original report as well as their responses to this follow-up report describing progress on remediation (labeled "Follow-up Status"), where appropriate, are included for each Finding.

This report will not include the sections labeled Introduction and Audit Approach that were included in the original report.

(Note that the original Findings included here may have been condensed or otherwise edited for brevity.)

Common Area Maintenance Charges

1. A true-up calculation for CAM charges will be completed after the first year of operations, and a revised monthly amount based on actual maintenance charges will be used going forward. This calculation has not been done, and is theoretically not due until near the end of this calendar year.

   Recommendations: An individual in the Finance Department should be identified now as the owner of CAM responsibilities within the finance area. Duties should include the

accumulation of all charges that may be billed to tenants per the Casino space leases, the allocation of these charges also as specified in the leases, the billing of these charges and the maintenance of the receivable account for each tenant. (This individual must not also be responsible for receiving and depositing tenant remittances, journalizing those remittances or reconciling the City's bank account.)

The structure which will encompass controls to ensure that our tenants are billed correctly and timely should be created now and reviewed by Internal Audit prior to the required true-up at year's end.

Other specific duties to be considered for this CAM owner in the Finance area, subject to review by the Director of Finance and the Director of Leisure Services include but are not limited to the following:

- Estimate CAM charges for subsequent years and calculate the Allocated Share based on the formula (gross leasable area of the tenant divided by the gross leasable area of the project) in the lease;
- Confirm at least annually that the tenants' letters of credit, if applicable, are current;
- Ensure that the tenants are carrying the required amount of insurance as specified in the lease, and that the landlord and the landlord's managing agent, if any, are named in the tenants' insurance policies as "additional insureds;" and
- Recalculate the rent each year based on the escalation schedule included in the leases.

Finance Department Response: The Finance Office currently manages the monthly rental billings and maintains the account receivable accounts for all the tenants and has since the opening of the building. As a part of the annual budget development the Recreation Department along with the Assistant Finance Director will be responsible for Casino Building CAM calculations. In addition the Assistant Finance Director will monitor the lease requirements concerning letter of credit and insurance requirements. This office will also be responsible for rental changes when required under the terms of the leases.

Leisure Services Department Response: The Leisure Services Director and the Beach Complex Facility Supervisor will assist the Finance Department in calculating the annual CAM charges along with the remaining items identified as they relate to the CAM charges and Tenant Leases.

Follow-up Status:

- Ø **Leisure Services:** Cam calculations and the determination of the final amount was part of the City budget workshops and implemented through the budget adoption process.
- Ø **Finance:** CAM charges were calculated and tenants were informed of the increase to their respective CAM charges as well as other annual changes called for in their leases, at the beginning of the fiscal year.

Ballroom Operations

2. Current process for collecting money from clients booking the ballroom includes accepting cash for up to half of the bookings, per the Sales, Marketing and Event Manager for the Casino. This cash is kept in a safe in a storage closet on the second floor of the Casino building near the ballroom. This safe is a "hotel-type" combination/key unit on the floor of the closet. It was bolted to the floor immediately after the audit visit, but there are no cameras recording access into and out of the closet, and there are no alarms anywhere in the Casino building. The safe could be more secure.

The Marketing and Event Manager must hand-carry the cash to the bank at least once per week. Deposits normally made on Fridays which cannot be made because of scheduling issues may require the Manager to take cash home over the weekend, raising safety and liability issues. (Internal Audit understands that this practice was stopped after the audit visit.)

Recommendations: Any of the following actions would mitigate the risks of the current cash handling process:

- A secure safe should be installed in a location more easily accessible and better surveilled than the current storage closet.

  Leisure Services Department Response:
  The existing safe has been bolted to the floor, and the room where it is located has been better secured. Staff has also been given a key to the drop box at the bank and will be making nightly deposits of all monies collected.

  Follow-up Status:
  - Ø **Internal Audit Comment:** The safe is now bolted to the floor, and security cameras at strategic locations on the second floor of the Casino will record unauthorized access to the storage room where the safe is located.

- Finance should consider ordering a single weekly pickup from the armored carrier service to pick up these deposits. Absent this, access to the night deposit facility at the bank should be considered.

  Finance Department Response: The Marketing and Event Manager has been furnished with a key for night deposit if necessary and has been instructed that no amounts should remain in the building overnight. Armored car services are not considered cost effective at this time.

  Leisure Services Department Response: The Marketing and Event Manager has been utilizing the nightly drop box method for securing of the funds collected throughout the day of operation. A secured safe has been installed in the floor.

Follow-up Status:

- Ø **Leisure Services:** Cash is deposited regularly in the night deposit facility of the bank or at the drive-in window
- Ø **Finance:** All ballroom bookings are now being paid for at the recreation main office. The only funds currently being collected at the ballroom are for special events. Given that these amounts are relatively low and infrequent, we believe that the risk of loss is minimized. However, instructions remain in effect for immediate deposit.

- All checks should be endorsed with the City's account name and number at the point of acceptance from the client.

  Finance Department Response: The Marketing and Event Manager has been furnished with an endorsement stamp and instructed to endorse all checks immediately upon receipt.

  Leisure Services Department Response: The use of stamp to endorse all checks is currently being practiced on a daily basis.

  Follow-up Status:

  - Ø **Leisure Services:** An endorsement stamp is being used, and it will be used at the point of receipt going forward.

- A small (no more than $50) fund should be established to facilitate making change for clients that pay in cash. This should be stored in the safe.

  Finance Department Response: A change fund will be established to be kept in the facility safe.

  Leisure Services Department Response: A $50 change drawer is now being used.

  Follow-up Status:

  Ø **Leisure Services:** This change drawer is now in use.

3. There may be no City representative at the catered affairs held in the ballroom. Many if not most evening events depend upon the caterers (who are not City employees) to secure the ballroom facility when the event is over. There are no formal procedures regarding the end of evening lock-up. Management may not be aware if the facility remained unsecured overnight.

Management has represented that our agreement with the Palm Beach Sheriff's Office requires an officer to ensure that the ballroom facility is locked after the last event of the day is completed. Their patrol of the facilities, however, may be at varying times, and in fact may not happen at all depending on the deputies' duties for that particular night. The Sheriff's office was questioned by Internal Audit. They stated that no formal agreement

exists for this service (confirmed by Internal Audit's review of the written agreement), and in fact the deputies on duty at night do not check that doors to the ballroom are locked.

Clean-up responsibilities for the ballroom the day after an event are assigned to the beach maintenance crew. These employees have maintenance duties throughout the entire complex and are not dedicated exclusively to the ballroom.

Recommendation: Post-event lock-up responsibility, as well as clean-up responsibility must be clearly assigned to Casino staff. This may require additional full or part-time hires.

Leisure Services Department Response: A City staff member will always be present to ensure that the Ballroom has been locked up and secured correctly at the end of all ballroom events. The Department has requested as part of the fiscal year 2014 budget the addition of a part-time Assistant Event Coordinator and a part-time Administrative Assistant.

The Leisure Services Department budget for fiscal year 2014 requests the addition of one full-time Lead Custodian and three part-time Custodians to be used to maintain the Beach Complex Facilities. By doing so, the Beach Fund will save $4,000 from its current janitorial contract and receive the benefit of scheduling a cleaning crew that will be present around the clock. The custodial staff will enable the City to know that the building is secured properly by a City staff member.

Follow-up Status:

- **Leisure Services:** A City employee is now present in the ballroom facility up to the end of each and every event. City custodians have been hired and we are in the process of filling the Assistant Event Coordinator position.

4. Bookings are handled from a makeshift office in the ballroom just outside of a broom closet. All files, including client credit card numbers (see 7 below), contracts and other event-related documents are kept in the broom closet. (A new locking file cabinet to be used to store documents was just received. Its use will be confirmed by Internal Audit on a future visit.) This closet is accessible during the events held in the ballroom, and is not secure. In addition, this arrangement is not aligned with the image the City may wish to present to the public.

Recommendation: A secure office, presentable to the public and comfortable for clients who may wish to book an event in the City's Casino facilities, should be established. Locking files should be used, and a secure safe as noted in 3 above should be installed here.

Leisure Services Department Response: No credit card numbers are being stored as of the Internal Audit visit. A filing cabinet with a secure locking mechanism has been put in

place to secure files. Identifying permanent office space for the complex is still being investigated and all options are being considered.

The Event Manager and Facility Supervisor are being moved into a temporary office within the vacant space on the second floor of the Casino Building until a permanent solution can be found.

Follow-up Status:

- Ø **Finance Department:** Responsibility for the financial transactions related to ballroom rental has been shifted to the Recreation Department main office and is being handled through established procedures in the Rec-Trac system. Currently, the only financial transactions that are being handled at the Casino building are for special events.
- Ø **Internal Audit Comment:** A temporary office has been established in the space next to the ballroom. The construction of a permanent office in the future is uncertain at the present time.

5. There is no alarm and there are no cameras anywhere on the Casino premises. The following should be considered by City management:

- City assets are exposed to the risk of theft or vandalism, particularly under the present conditions which allow the securing of the Ballroom after an event to be the responsibility of a third party (the caterers).
- Cash and sensitive records (e.g. client charge card numbers) are exposed to possible theft.
- Possible liability issues such as assault, slip-and-fall cases or accidental injury cases may be mitigated by video recordings.

Recommendation: The installation of an alarm and video monitoring should be considered by the City. An "owner" of these two functions must also be appointed and charged with maintaining and monitoring both for proper functioning.

Leisure Services Department Response: The Facility Supervisor has been instructed to investigate the purchase and installation of a surveillance system to be used for the Casino Building.

Follow-up Status:

- Ø **Leisure Department:** A camera system has been installed, and an alarm was in the process of installation when Internal Audit performed the follow-up inquiries.
- Ø **Internal Audit Comment:** These will be evaluated at a future date.

6. Current process requires a deposit from clients for their event, and payment in full at least several days prior to the event date. A credit card number may also be required for contingencies such as damage to the Ballroom or additional clean-up. The client's charge card would be charged after the event by the Event Manager for an appropriate amount without requiring any action on the part of the client. The charge card number is retained

in the Ballroom files in violation of City policy. This practice also violates Payment Card Industry (PCI) requirements and exposes the City to possible damages should these charge numbers be used inappropriately.

Recommendation: A security deposit of between $500 and $1,000 should be taken for events either in cash or check (allowing enough time for a check to clear the bank), or via credit card. If a credit card is used, it should be processed immediately through normal channels, and signed by the client. This will be refunded to the client after the Event Manager has determined that no damage or additional clean-up of the facility is necessary.

Finance Department Response: The City's fee resolution for Ballroom rentals includes damage deposit fees. The Marketing and Event Manager has been instructed to collect these deposits (in the form of cash or check or charged to a credit card) prior to the event taking place. Unused portions of the deposit will be refunded after the event by either City check or refund to their credit card. This is the same methodology used by the City in other rental situations such as rental of park pavilions. In addition the Sales and Marketing and Event Manager has been instructed to destroy any credit card numbers immediately after the charge is processed in accordance with PCI requirements.

Follow-up Status:

- **Leisure Services Department**: The process for collecting and refunding damage deposits has been updated and is now in place and being followed. This is part of the established procedures for facility rentals handled in the Recreation department main office along with the original booking transactions.

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TO: **Mayor P. Triolo**
Commissioner S. Maxwell
Commissioner A. Amoroso
Commissioner C. McVoy
Commissioner J. Szerdi

FROM: **City Internal Auditor K. Oakes**

CC: **City Manager M. Bornstein**
Finance Director Steve Carr

DATE: **November 5, 2013**

SUBJECT: **Purchase Card Process Audit Update**

Purpose
The original report on the audit of the City's Purchase Cards ("P-Cards") was issued to the Commission on April 8. Internal Audit performed follow-up procedures in October for all of the Findings included in that report. This follow-up report discusses the progress made addressing those Findings and what further steps, if any, could be undertaken to ensure that controls in these areas remain strong.

This report will not include the sections labeled Discussion and Overall Conclusions that were included in the original report. Included here will be the status of remediation activities for the original Findings (labeled "Follow-up Status"), as reported by the Director of Finance for the City, and any other appropriate comments from Internal Audit. Note also that the individual Finding descriptions may have been condensed or otherwise edited for brevity.

Findings

1. During the audit of the P-Card process, both users of the Cards and processors of the cards were aware that the limits on single Card purchases as well as monthly card maximums were occasionally violated by the Card users. These limit controls are designed as preventive in nature, and should not allow improper purchases to occur. While there are detective controls in place that are designed to identify improper purchases after the fact, a preventive control is inherently stronger.
   Recommendation: Internal Audit is aware of the need for flexibility in the payment process, but transactions of this nature should be very rare and an approval process outside of the normal path must be carefully documented for the records.

   Original Finance Response: The purchasing card procedures clearly state that there are dollar limits on each transaction (typically $2,500) and total transactions per month (typically $5,000). These limits are embedded in the BOA system. The Finance Director

and/or City Manager can authorize changes to that limit if exceptional conditions arise and a onetime change can be made in the BOA system. If there are abuses to this procedure such as splitting an invoice to circumvent this control, the card can be revoked and disciplinary action may be taken against the employee.

Follow-up Status: Written warnings have been issued starting with the September statements. More than one warning to a cardholder will result in the revocation of the card.

2. Purchases made by subordinates on behalf of their supervisor, such as a hotel room, may be signed by the supervisor without any additional approval. When this occurs, the supervisor is in effect approving his/her own purchase, bypassing the established review process. Improper purchases may be made and remain undetected.
Recommendation: Purchases for an employee must be placed on that employee's P-Card, not a subordinate's P-Card which the employee will be approving. If a supervisor must have a subordinate purchase something for him or her, the approval summary must be signed by another supervisor of comparable position to the employee. The policy governing P-Card use should be revised to reflect this requirement.

Original Finance Response: We will amend the procedures to address this issue.

Follow-up Status: We have amended the procedures to address this issue. The amended procedures were distributed on November 1, 2013.

3. Current policy does not specifically require that only original receipts may be submitted in support of P-Card purchases. Copies of receipts are routinely submitted now, possibly facilitating duplicate payments and fraud.
Recommendation: Only original receipts are acceptable. The P-Card policy should be changed to reflect this.

Original Finance Response: We will amend the procedures to address this issue.

Follow-up Status: We have amended the procedures to address this issue. The amended procedures were distributed on November 1, 2013.

4. The P-Card service administered by the Bank of America has a feature that allows the City to restrict the use of any given card in several ways. For example, only acceptable merchant codes ("Merchant Category Code Groups") may be allowed, thus forbidding entertainment venues, bars and stores such as Nordstrom or Neiman Marcus. This feature is not currently used by the City.
Recommendation: This feature should be reviewed by Finance and the appropriate codes selected for cardholder restrictions. Merchants such as entertainment venues, liquor and wine suppliers and others should lead the list of forbidden vendors.

Original Finance Response: We will work with BOA to tailor the acceptance of P-Cards to exclude merchants that do not meet the City's purchasing restrictions.

Follow-up Status: We will work with Bank of America to tailor the acceptance of P-Cards to exclude merchants that do not meet the City's purchasing restrictions. We expect this process to be completed within the next 60 days.

5. A "Decline Report" is available but not presently used. This report will give every instance where an employee cardholder has attempted to make a purchase that is outside of the pre-set limits for any reason (over the single-day limit, monthly limit, unauthorized merchant code, etc.).
Recommendation: This report should be requested by the P-Card administrator and reviewed on a monthly basis by the administrator and Internal Auditor. Employees appearing on this report should be queried by the P-Card administrator and/or Internal Audit as to why they attempted an out-of-policy purchase.

Original Finance Response: We have access to the "WORKS" Application and will request the report and review for issues.

Follow-up Status: We have access to the "WORKS" Application and began reviewing this monthly report with the month of September, 2013.

6. There is a "WORKS Application" available on-line that will be requested by Internal Audit. This will enable the auditor to run reports such as the Decline Report and descending dollar report by cardholder, two useful audit tools. Access to this application should also be requested by the P-Card administrator.
Original Finance Response: We will request that Internal Audit has access to this report.

Follow-up Status: We set up access for Internal Audit to all available reports in the "WORKS" application.

Other Comment

7. Airline tickets may be properly purchased via the P-Card, accompanied by the appropriate travel authorization, but they may also be purchased using an employee's personal credit card. The use of an employee credit card to purchase airline or train tickets may facilitate a common type of travel reimbursement fraud.
Recommendation: The travel policy should state that airline tickets must be purchased using a P-Card.

Original Finance Response: We will amend the procedures to address this issue.

Follow-up Status: We will amend the travel procedures to address this issue. This has been discussed with executive management.

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TO: **Mayor P. Triolo**
Commissioner S. Maxwell
Commissioner A. Amoroso
Commissioner C. McVoy
Commissioner J Szerdi

FROM: **City Internal Auditor K. Oakes**

CC: **City Manager M. Bornstein**

DATE: **November 6, 2013**

SUBJECT: **Follow-up: Fleet Maintenance Comments**

During the course of an audit of the City's inventory processes, inquiries were made regarding the maintenance of, and accounting for, the City's fleet of vehicles. The comments below were generated from these inquiries. They are not to be viewed as the result of a comprehensive audit but rather as incidental comments and recommendations offered that will improve the City's overall control structure.

This report was issued April 8, and included responses by the Director of Public Services to the findings. Approximately five months after issuance, Internal Audit held discussions with the Director of Public Services, the Garage Supervisor and Assistant Director of IT to determine what changes have been made in response to the Findings noted in the report, if any, and what initiatives are in progress to address the report issues brought to light. These follow-up responses, as well as the original responses from the April 8 report are included below.

Internal Audit will revisit this area in early 2014 to confirm that all items acted upon are still in practice.

The report below does not include the background material from the original report. It should be noted that some of the Findings have been edited for brevity.

Findings

- The Garage Supervisor stated that the mileage figures for each City car listed on the printout titled Fuel Transaction Report are inaccurate. He is not sure what is being measured.

  Recommendation: Megatrak should be requested to activate this feature. This is a standard control tool on many fuel tracking systems, and allows management to spot vehicles in need of maintenance or replacing. Theft of fuel from the monitored vehicles or the pumps themselves may be more readily spotted using this feature.

Original Response from Public Services: Megatrak will be contacted to try and activate this feature.

Public Services Follow-up Status: This report is now available. The Fleet Supervisor reviews this monthly and sends the fuel report to the Finance Department

- The Fuel Transaction Report has a column labeled Odometer, but this column may have hours rather than miles listed. There is no way to tell from the Report; one has to "know" which it is by virtue of the number itself. For example, vehicle 596 lists an odometer reading of 84,403 and miles per gallon of 5.9. The vehicle directly before 596 on the report, vehicle 180, lists an odometer reading of 654 and miles per gallon of ".7". The Garage Supervisor stated that this is an hours, not a mileage number because he "knows" that this is a road grader that has many miles on it. (The miles per gallon calculation is incorrect.)

  Recommendation: The column titled "Odometer" should be miles only. An additional column for "Hours" should be requested from Megatrak.

  Original Response from Public Services: Megatrak will be contracted to request this additional column.

  Public Services Follow-up Status: The Assistant IT Director has revised our existing report to include this information. The "Fuel Transaction Report" form the Megatrak system was modified to include a column for the meter type of each vehicle, either odometer or hours.

- An "Employee Report" is produced by Megatrak that lists employee names and the last date that they received fuel. This report could be a useful report to track which employee is using which car/truck and when they used it last. There is no apparent order to the over 300 listings, and there are many former employees mixed in with current employees. Per the Garage Supervisor, there is no way for Megatrak to remove names from this report.

  Recommendation: Old employee names should be purged, and the report should be updated and available for management to review on a regular basis. The Garage Supervisor together with the Public Services Director should request instructions from Megatrak as to how to clean up this database.

  Original Response from Public Services: The Public Services Director will contact each City Director and request a list of everyone in their department who utilizes a City vehicle, as the Garage Supervisor is not contacted when employees leave the City. Upon compiling this list, the Garage Supervisor will update the system. Public Services will make this an annual practice.

  Public Services Follow-up Status: Human Resources sent the Public Services Director a list of all current employees. The Fleet Maintenance Department will use this list to update the list within Megatrak.

- There are new tires (some are retreads) stored outside of the garage building in an unsecured location near the gas pumps. Internal Audit is aware that the yard is gated and certain security measures are in place. The relatively small City crew working in this location, however, and the admission of outside vehicles making deliveries or towing City Vehicles to and from the garage allows access to City property by numerous non-City people. City inventory such as tires may be subject to theft.

  Recommendation: These tires should be secured, either inside of the garage or in a separate fenced and locked pen outside of the building.

  Internal Audit Follow-up Status: These tires have been secured.

OFFICE OF THE INTERNAL AUDITOR
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TO: **Mayor P. Triolo**
Commissioner S. Maxwell
Commissioner A. Amoroso
Commissioner C. McVoy
Commissioner J. Szerdi

FROM: **City Internal Auditor K. Oakes**

CC: **City Manager M. Bornstein**
Human Resources Director Mark Farrington
Assistant IT Director Nelly Peralta

DATE: **January 29, 2014**

SUBJECT: **Cell Phone Review**

INTRODUCTION

The City currently provides 160 cell phones for approximately 40% of its employees. The phone carrier, Sprint, mails to the City's IT Department a printed invoice which includes a summary of charges for individual employees as well as detail on most individual employee telephone numbers. This invoice is reviewed by the IT Department for completeness and reasonableness only. The invoice or any portion thereof is only reviewed by department heads upon request. This review occasionally happens, but is not the general rule.

A complete Sprint invoice with individual account detail for most assigned phones may easily exceed 400 pages in length. Internal Audit discussions with the Sprint representative indicated that individual account detail may not have been provided in the past for some heavy using employees due to the volume of their call activity. The representative was not aware why this was the case with some employees but not other heavy users, and was unsure how Sprint was notified to block detail reporting on these heavy users.

The printed invoice is then forwarded to Accounts Payable, where it is scanned in its entirety and paid. There is no requirement for any review by Department Heads or any other management personnel.

Sprint invoices for calendar 2013 ran between $4,500 and $6,500 each month. Internal Audit chose four months and reviewed usage by City employees who each used more than 1,000 minutes for the month.

Below are comments generated from this review of the Sprint invoices from September, October, November and December. Most telephone numbers called or received could not be identified, as

they were cell phones and not subject to a free reverse search. Some numbers, however, were identified and are noted below.

As this report was concerned with process and policy and not specific instances of violation or inappropriate use by any individual employee or City department, all employee names have been excluded from the comments below. All names were given to the appropriate departments and/or Human Resources for follow-up with those individual employees, where appropriate.

COMMENTS FOR CONSIDERATION

1. There are currently no policies offering guidance regarding the following:
    - What the current criteria are that must be met to allow a City employee to have a City-paid cell phone; (Also absent are criteria that would allow or require the City to give an employee a monthly stipend towards a personal cell phone.)
    - What type of cell phone would be appropriate for a particular City job classification;
    - What position with the City is empowered to authorize assigning a city phone to an employee;
    - What type of phone plan is appropriate for specific City jobs;
    - What minute usage per month per position would be acceptable and what would require disciplinary action, if any;
    - What would be considered acceptable personal usage, if any, and what penalties on a progressive scale would be incurred should violations occur;
    - What the invoice review process consists of, including assigning responsibility for the review and how it should be conducted; and
    - Who bears the ultimate responsibility for lost or damaged phones.

    Internal Audit's review of employee cell phone usage yielded the following examples of abuse that is occurring. These are not isolated incidences. Employee names, omitted here as noted above, were given to their department heads should they wish to counsel the employees. Internal Audit will follow up on those employees after their counseling and after changes have been made in the manner in which the City controls employee cell phone usage.

    - Employee A's cell phone usage exceeded 1,000 minutes in December, 2013. More than 50% of this usage was for out of state calls about 900 miles away to numerous numbers. The majority of this activity was after normal business hours.
    - Employee B's cell phone called B's spouse (as documented in the Demographic Information section of Naviline for this employee) over a three month period as follows:

October	440 minutes, or 17% of total air time
November	636 minutes, or 20%
December	842 minutes, or 29%

      Virtually all of this time was during normal business hours.
    - Phones were given to 13 employees who hold administrative or inventory control positions that would appear to restrict them to their own areas and not require them to be away from their desks (equipped with land lines) for any appreciable

amount of time. Internal Audit will follow up with all of these employees after the release of this report.

These employees are listed below. Included are the numbers of minutes charged to each phone on the December 27, 2013 Sprint phone invoice, the most recent invoice available as of the date of this memo. Also included is the dollar charge for each telephone from this invoice, net of all discounts, rounded to the nearest dollar.

Employee	December Minutes	Charges
C	2	$31
D*	0	$20
E	0	$61
F	23	$52
G	38	$31
H	197	$31
I	1	$35
J	22	$20
K	18	$20
L	0	$20
M	3	$20
N	2	$20
O	0	$20

* This employee was assigned a second cell phone, with a contract starting 1/9/2014. Internal Audit will follow up on this item.

- There are ten separated employees on the current phone list, five of which have phone contracts with beginning dates subsequent to the employees' separation dates. The ten employees are:

Employee	December Minutes	Charges
P	None	$57
Q	None	$57
R	10	$57
S	None	$20
T	None	None
U	None	$25
V	None	$25
W	None	$20
X	None	$25
Y**	316	$20

** This employee is deceased, and last received a pay check in 2002.

Recommendations:

- Formal policies regarding all aspects of cell phone usage should be written and presented to all current cell phone holders and newly hired employees as part of their orientation upon joining the City. These policies should address the criteria

for obtaining a phone, how much personal usage is acceptable, who will monitor usage and what authority that person will be granted, penalties for policy violation, who or what department will "own" the cell phone program, what types of phones are to be distributed to the various employee levels, the method for disseminating the monthly invoices to the various department heads for their review and other possible issues regarding cell phone usage.

- The current list of cell phone users should be purged of all phones not assigned to an individual, current employee whose position requires that a phone be issued to them.

2. The IT Department receives the Sprint invoices, coordinates the issuance of the phones, and sends the invoice to Accounts Payable for payment. Most invoices are not reviewed by any supervisory persons. Such a review on a consistent basis may mitigate excessive personal use of phones by City employees, and may indicate an inappropriate use of City employees' time during working hours.

   Recommendations: The IT Department should sort (or have Sprint sort) each monthly invoice by department, and within each department, by individual employees' summarized phone activity. These summaries should indicate total usage for each employee. The Department Head should select a sample of employees from his/her department and request and review detailed phone usage for the employees selected. For those employees with usage that may be excessive, or out of the norm for that particular department, discussions with those employees should be held to determine where the employees are calling and why the usage may appear heavy. The following should be topics of this discussion:

   - Identify exceptionally high call numbers. A Department Head should have the opportunity to question this employee regarding this usage.
   - Does the employee's position require a cell phone? Any usage for employees who are not required to leave their primary work area where there is a land line phone might be questioned. Internal Audit noted that some employees who are not required to travel around the City have been issued City phones.

3. Some employees with City phones have usage that is not documented in detail in the invoice package sent to the IT Department. The Sprint representative stated that this detail was apparently blocked intentionally at some point. No review of these employees' call history has been possible.

   Recommendation: The detailed usage for all City employees should be included in the monthly invoice package sent by Sprint to the IT Department.

4. There are no edit reports produced which will facilitate a meaningful review of the monthly phone invoice by Internal Audit and the heads of the various departments assigned City cell phones. Such reports would flag excessive usage, personal usage during normal business hours, and inappropriate calls. It would also enable department heads to make a determination as to whether the employee truly needs a City phone at all.

Recommendation: The following edit reports should be considered and produced either by the IT Department or Sprint:

- Usage within each department for each employee using more than 1,000 minutes (or some other designated amount) per month;
- Listing of each call by employee by department that exceeds 45 minutes (or some other designated amount) for the month;
- Listing all (or some other designated amount) employee usage on weekends, holidays and after hours during the week; and
- Other reports as desired by department heads.

5. Most telephone numbers called by employees were noted to be cell phones. These phone numbers are not easily identified using free reverse look-up services, which normally work only for published land lines. It would be helpful from an audit perspective if we had the capability to identify cell phone numbers.

   Recommendation: Money should be made available for a subscription to one or more reverse phone look-up services to aid in the audit of City-issued cell phones.

6. The Sprint invoice lists telephone numbers for the following phones not associated with an employee. All have current minute usage, current charges or both on the December invoice.

Description on Invoice	Phone Number and Audit Notes	
• Unit Phones	12 phone numbers. None of these phones reflected any usage in December, but showed billings of $187 in total.	
• CLW	5619512437	On City list, not on Sprint invoice
	5616703426	On City list, not on Sprint invoice
	5617070578	On City list, not on Sprint invoice
	5612314619	42 minutes of use; billed $96
	5619514922	29 minutes; billed $52
	5613520952	89 minutes; billed $58
	5619516126	36 minutes; billed $35
	5612609673	89 minutes; billed $20
• Refuse Spare	5617195278	No usage; billed $58
• Service Truck	5617195308	No usage; billed $20
• Standby Power Unit	5617229931	No usage; billed $9
• Overdrive	5612346577	No usage; billed $43
• Dispatch	5617229623	No usage; billed $20
	5617229938	No usage; billed $20

Description on Invoice	Phone Number and Audit Notes	
• Water Control Room	5612481500	51 minutes; billed $20
• Water Plant Field	5612481793	No usage; billed $20
• Spare Phone	5615188024	No usage; billed $9

There is no individual accountability for these telephones, which may make them more likely be used excessively and inappropriately.

Recommendation: All of the phones noted above should be located by the manager responsible for the areas noted. The need for an anonymous phone should be evaluated, and names should be associated with these phone numbers wherever possible

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TO: **Mayor P. Triolo**
Commissioner S. Maxwell
Commissioner A. Amoroso
Commissioner C. McVoy
Commissioner J. Szerdi

FROM: **City Internal Auditor K. Oakes**

CC: **City Manager M. Bornstein**
City Attorney G. Torcivia
Human Resources Director Mark Farrington

DATE: **February 6, 2014, 2014**

SUBJECT: **Human Resources Department Audit**

Introduction

The Human Resources Department ("HR") for the City consists of a Director, a Benefits Specialist (currently vacant), a Risk Manager, an Analyst and a Receptionist. HR Departments are generally considered high risk areas in the hierarchy of municipal governments due in large part to the following:

- The potential risk for HR-related liabilities is high. A strong HR department mitigates risk in areas such as employment and safety related lawsuits, employee working conditions, record maintenance, disciplinary and performance practices and job satisfaction and compliance with laws.
- The HR Department controls, directly and indirectly, large amounts of money for training, insurance, legal fees and various employee services and initiatives.
- The public face of the City for potential City employees is the HR Department. Public exposure is always a significant risk to the City's reputation and ability to hire the best staff possible.

Audit Objectives

Objectives include but are not limited to the following:

- Identify risks both within HR and in other areas of City operations where HR is involved;
- Identify and test key controls within the HR department;
- Test compliance with the City's policies, procedures, regulations, ordinances and any other authoritative directives applicable to HR;
- Identify areas where the department's operations can be improved and streamlined to better serve the needs of the department's customers, which include the Commissioners, other departments and the public;
- Provide assurance where HR's operations are at optimal levels and meet the objectives of the department and the City; and

- Protect the City where identified risks are not adequately mitigated, if any.

Areas to be Audited
This first audit will concentrate on some or all of the areas below:

- Hiring process
- New employee process
- Family and medical leave (FMLA) compliance
- Compensation process
- Employee relations and communication
- Non-discrimination, harassment, and retaliation safeguards
- Exit process
- Wage and hour compliance
- Workplace safety
- Department processes
- Immigration
- Recordkeeping, including file security

Areas to be Addressed on Future Audits

- Employee benefits
- Various compliance areas
- Labor relations
- Health, safety and security
- Compensation equity
- Other areas as deemed necessary

FINDINGS
Hiring Process

1. **A document formalizing the hiring process should be developed.**
   The City follows a hiring process that requires certain steps in a prescribed order that occur when a new employee is brought on board. Various documents must be completed, activities such as drug tests and background checks must occur, and sign-off by appropriate individuals toward the end of the process are all necessary prior to a candidate's addition to the City payroll. This chain of events is not formalized, increasing the possibility that steps may be missed or completed out of the optimum order.

   Recommendation: A formal document (narrative, checklist) should be developed that encompasses all of the required steps prior to a candidate becoming a City employee.

   Response by Human Resources: The hiring process and "chain of events" is formalized and consistent for all new hires since fiscal 2011. HR engages in consistent process management and will update the New Hire Checklist to include the Personnel Vacancy Authorization Request (PVAR) document.

2. **Pre-employment criteria should be documented by position.**
   Requirements and accompanying pre-employment confirmations and testing differ by position, title and responsibility of the job being filled. For example, the position of City Controller requires background and credit checks, but not necessarily a confirmation of a driver's license. A driver for the Public Services Department, however, requires confirmation of a valid license and no current DUI arrests.

   The different checks necessary for each City job title are not part of a narrative or checklist that is position-specific. Without a formalization of these requirements, inconsistencies between identical or similar jobs may be more likely.

   Recommendation: Formal steps for each job classification should be developed. Each job title or level should be covered by one list to ensure that no steps are missed.

   Response by Human Resources:
   - Relative to Driver's License checks, the city is looking into a process to periodically verify the driver's licenses of individuals who operate city vehicles on a full time or periodic basis. Even if implemented this will only be a valid document for the date the verification is provided. This may be offset by requiring employees to notify the city of changes in their license status.

   - A noteworthy suggestion. However, internal job changes (promotions) are generally governed by collective bargaining agreements. When an employee requests reassignment to a role where the nature of the work (cash handling, commercial driver's license, etc) requires additional verification of background, we will continue to do so. The essential functions section of the job description will continue to dictate the nature and scope of the background check consistent with EEOC guidance materials.

3. **Internal promotions do not consistently trigger the pre-employment checks that would be required if the candidate were hired from the outside.**
   An employee may be promoted to a higher level within his/her current department without undergoing checks and confirmations consistent with an external candidate. This increases the possibility that the internal candidate may not meet the position requirements and may expose the City to liability for discriminatory hiring practices.

   Recommendation: An internal candidate should undergo the same rigorous background investigation (where applicable) that an external candidate must undergo, including but not limited to credit checks, prior employment confirmations, reference checks, criminal record checks, prior employment and education confirmations, and others.

   Response by Human Resources: Job-specific relevance should continue to dictate the type and level of background checks performed on internal applicants consistent with EEOC guidance. Background checks for internal candidates may be more extensive where the selected candidate is, for example, moving from a non-cash handling role to

one requiring the handling of cash. However, if the transfer is from one role to a similarly situated role in the same or a different department, a full background check on items other than driver's license would appear to increase expenditures with little or no return on investment**.**

Prior employment confirmations, reference checks, criminal record checks, prior employment and education confirmations, and other relevant items will have been verified prior to the internal applicant's initial start date. We will take this recommendation under advisement and consult with the City Attorney's office for additional guidance.

4. **Managers with interviewing responsibilities should be trained on which questions will likely produce the best possible candidates as well as what questions are not permitted in an interview.**
   Interviews are conducted by many different managers in the City possessing varied levels of training on proper interview techniques. There is no training program to help City managers find the best candidates possible for a given position. This lack of training also may increase the City's potential liability should an inappropriate question be asked by the interviewer.

   Recommendation: Basic interview training should be offered by the Human Resources Department, with input from the City Attorney, to all City employees who have interview responsibilities.

   Response by Human Resources: This item was included in the FY14 Human Resources Goals and Objectives as a strategic imperative. Human Resources fully supports this recommendation. The training will include conducting the legal employment interview, types of interviews and follow up questions. The HR Director is a Development Dimensions International (DDI) Certified Master Interviewer Trainer with the skills and experiences required to meet and exceed this recommendation. It is anticipated this item will be completed by the end of February 2014.

5. **Human Resources should consider issuing a statement addressing the City's philosophy regarding recruitment and interviewing.**
   Such a statement would speak to the type of candidate the City seeks, and where and how recruitment of this ideal candidate will take place. Elements of the department's and the City's mission statement can be included.

   Recommendation: This statement should be written by HR with input from the City Attorney and City Manager and could be included in written advertisements for new positions as the HR Director deems appropriate.

   Response by Human Resources: This statement refers to Brand Building and needs to comprehend the current state of the City as well as the vision going forward. Ideally, it will be placed on the City's web site and applicants will be referred to it when they are

considering Lake Worth as a possible place of employment. This will be coordinated with the Public Information Officer and the City Manager.

6. **A list of free and low-cost sites for posting City job opportunities should be established and used consistently for recruitment.**
   All open positions are currently posted on the City's website. Other sites may be used as well, depending on the position. Some professional organizations maintain free posting services for members, and others may offer reduced pricing for organizations employing people in that particular profession.

   A comprehensive list of reduced- or no-cost websites is not maintained by HR, as the various departments are tasked with these postings themselves. Maximum coverage of the potential marketplace for recruits may not be achieved without the use of such a list.

   Recommendation: Human Resources should consider creating and maintaining a list of such low-cost and free websites to be used for professional postings.

   Response by Human Resources: Human Resources currently maintains a list of functionally oriented web sites previously used to identify potential candidates. Free sites are among those discussed with the Department Head when an opening occurs. Because pricing for web sites varies, with no guarantee of a suitable ROI, we are very judicious about where we post opportunities. The PVAR, completed by Department Heads when a vacancy occurs, solicits the names of web sites where the job can be publicly advertised after approval. Human Resources prefers utilizing Professional Association sites often used by qualified professional candidates as a sourcing tool.

Department Protocols

7. **Exit interviews should be conducted routinely for all employees leaving the City team.**
   Properly conducted exit interviews performed by trained interviewers can be a rich source of information for the City's management group. Many employees are willing to be heard regarding facets of the City's operations that they felt were not as they should have been. Information on suspected frauds may also be given willingly.

   While it is true that a certain number of employees will be unwilling to participate in the exit interview process, or be forthcoming with negative (or even positive) comments on the City's operations, they should still be afforded this opportunity.

   Recommendation: All individuals leaving their employment with the City should be asked to participate in an exit interview. Notes from these interviews should be disseminated to managers in the former employee's department, the City Manager, Internal Audit and anyone else that the HR interviewer deems appropriate. Information conveyed regarding possible fraud should be brought to IA's attention only.

   Response by Human Resources: The City has invested significant time, energy and talent into upgrading the talent pool to meet current and future challenges. Exit interviews

of all candidates is an interesting idea. However, resources and practicality may make it more meaningful to start completing such interviews for employees who have voluntarily resigned their position. In our experience, soliciting input from those employees who have voluntarily resigned, and planned for the separation, are generally more productive.

All Exit Interviews will be reviewed by Human Resources and aggregate data will be compiled quarterly for review by the Department Head and City Manager. Where the content dictates it appropriate, we will forward specific items to the Internal Auditor as well. In the future, we may consider the effectiveness of a limited questionnaire for involuntarily separated employees with guidance from the City Attorney's office.

8. A single source, comprehensive employee handbook for the City should be developed.

There is no document called "Employee Handbook" available to employees, either in hard copy or on the Lake Worth Intranet or the City's website.

What does exist is a document titled "Resolution No. 28-91of the City of Lake Worth, Florida, Updating the 'City of Lake Worth Personnel Policy'". (Note that no "Personnel Policy" exists.) This Resolution was enacted in 1991, and has been updated (amended) five times over the next five years:

- Personnel Resolution 32-91, amending 16-90, an additional Resolution
- Personnel Resolutions 48-91 and 72-91, 35-92 and 20-95, all amending 28-91

No updates have been made since 1995. Upon Internal Audit review of the entire document as updated, the following items were noted and should be considered for revision. All references are to the master document, 28-91.

- The term "Personnel" is used throughout the document, even though the City has a Human Resources Department. This term is used in this audit report to refer to the Personnel or Human Resources Department, and is considered singular.

- "The applicant's name shall be removed from consideration if found to be addicted to the habitual use of alcoholic beverage(s) to excess." This implies that a person can be addicted to alcohol but not "to excess." It is also redundant. (Section 5. F. 3. c.)

- "The applicant's name shall be removed from consideration if found to be addicted to the use of any narcotic(s); or of any hallucinogenic drug(s)." This implies that the use of narcotics is permissible as long as the applicant is not addicted. In addition, hallucinogenic drugs are not normally included with drugs commonly believed to be addictive. (Section 5. F. 3. d.)

- "Where the validity of the basis for rejection, or of the accuracy of final earned rating in the examination process is questioned by an applicant, the applicant may, in writing, request a review; such request to be made within seven (7) calendar days after the notice of examination results was given." Unless this is a legal requirement, the City should consider removing this statement. (Section 5. G. 3.)

- “Where more than one (1) person has been laid off from a position within the same position class within a six (6) month period they shall be recalled in order of length of prior service, prior to layoff, other considerations being equal. In the event that two or more employees affected have the same exact amount of seniority, the date of employment application shall prevail. However, if the application date is the same, then the earliest birth date shall prevail.” Though the intent here was apparently to use the month and day only, the way this admittedly extremely unlikely scenario is currently written may be misconstrued as age discrimination. It also implies that performance in the job up to the point of the layoff does not enter into the decision. (Paraphrased Section 6. B. 2)

- The probationary period is one year. The City may wish to reevaluate this, as it may be considered excessive. (Section 7.)

- “No probationary employee shall be paid for work performed after the concluding date of his probationary period, unless Personnel shall have been notified as in "C-2" (referring to completing the paperwork process to transform the probationary employee into a permanent employee).” This implies that a probationary employee working past his or her probationary ending date (for whatever reason) would not get paid for work performed. Such an employee must and would, of course, be paid for actual work performed. (Section 7. C. 3.)

- An employee promotion requires a 10% pay increase (Section 8. B.). However, when an employee is demoted, there is a required 5% decrease (Section 8. D. 6.). This disparity should be reevaluated, as should the need for any such specification of pay adjustments in this policy, union considerations notwithstanding. (This requirement is in at least one of the union contracts, and it may not be possible to change this going forward.)

- The Personnel Department is required to notify employees of a pending layoff at least two weeks prior to the action. Unless this is a legal requirement in Florida (or a union requirement), the City may wish to evaluate this practice as posing unacceptable risks in certain key departments (such as IT). At the very least, a phrase such as “…or two weeks’ pay in lieu of such notification” should be considered. (Section 8. E. 4.)

- “Each department, in maintaining payroll records…” clearly implies that departments maintain payroll records of their own. This practice may be redundant and wasteful of administrative time at the department level. (Section 9. E.)

- The definition of overtime per Section 10 is as follows: “Overtime is the required performance of work in excess of the assigned work day such that the total hours actually worked in a work day are greater than the normally scheduled hours of work in said work day, as authorized and directed by the department head.” This would imply that if a part-time (or even full-time) worker was scheduled for six hours on any given day, and he/she works eight hours, then two hours overtime pay would have been earned. If this definition is union-driven, and must be adhered to because

of a union contract, then the City may wish to specify that requirement in the policy. This should be revisited for non-union hourly workers.

- Employees serving on juries receive full pay from the City. Absent from Section 11. B. is a statement that any money received by the employee from the jury municipality for jury duty (exclusive of travel pay) should be paid to the City.

- Section 12, travel:
    - The mileage reimbursement rate is listed at $.26/mile. While there is no requirement to reimburse at any prescribed rate, the customary rate is often tied to the IRS rate for any given year. Rather than specifying an amount, the policy should contain a statement to the effect that the rate matches the IRS rate, and changes when that rate does, if that is what the City wishes to do. (The IRS reimbursement rate for 2014 is $.56/mile for City business, and $.235/mile for medical or moving purposes.)
    - The meal allowances are specific and appear to be outdated. Current meal per diems (for reference only) for this zip code range between $46/day and $71/day, including $5/day for incidentals. Our current limit is $21/day, which may be considered a challenge for an employee to stay within.

- Section 14 B., Vacation Leave Time, could be reconsidered, union requirements notwithstanding. For example, permitted in the current policy is a vacation carryover of seven weeks.

- The reference to Section 18 in Section 14.C.3. should be to Section 19 instead.

- Section 15 F. refers to a City Nurse. There is no such position.

- The "Presumption of Impairment" for an employee on duty is triggered by a blood alcohol level of .10 (Section 18.5.) The State of Florida, however, classifies .08 as the point at which a vehicle driver is legally impaired. The City may wish to re-visit this limit, as it currently appears that the City will allow more alcohol in the blood than the state. Rather than a specific numerical value, the City limit could be tied to the state limit instead.

- Under Types of Offenses, Section 24.B.:
    - Group III Offense, #14 specifies "Habitual abuse of alcoholic beverages" which would appear to allow some level of drinking on the job ("during work hours" is not noted in the offense).
    - Presumably, sleep during a 24 hour shift may have been "authorized" when the fire and police departments on 24 hour shifts were comprised of City employees, but that is no longer the case. The Group II Offense #2 permitting only "authorized sleep" should be changed.
    - Group III Offense #1 should be rephrased. The meaning of "wanton duties" may not be clear.

Recommendation: Internal Audit understands that the HR Director and City Attorney are in the process of amending the compendium of documents comprising the "employee manual." This process should continue, and Internal Audit should be afforded the opportunity to review the new manual prior to release.

Response by Human Resources: All comments relative to Personnel Policies addressed in item eight that are covered under Resolution 28-91 and subsequent revisions are currently being reviewed and updated. More specifically, several of the items mentioned in this finding have already been modified either by negotiated contract changes (probationary periods, overtime, vacation carryover), by statutory guidelines (mileage reimbursement), or City Manager edict. The rescinding of Resolution 28-91 and replacement with a revised current Personnel Policy manual is a process in which the City Attorney's office and Human Resources are actively engaged. Prior to taking this action to a Lake Worth City Commission meeting, the following steps will be implemented as sections are reviewed and put into a draft and/or final format:

- Internal Audit and Finance to meet with HR / City Attorney Representative(s) to review cost / controls and make recommendations.
- Department Heads and City Manager will then review the recommendations.
- HR Director and possibly the City Attorney Representative(s) will meet one on one with each Commission Member to explain the changes and rationale for the modifications.

9. **The City should re-evaluate which employees should have access to make pay rate changes in Naviline.**

Pay rate increases can be made to employees' Naviline records by anyone in the Human Resources Department (except the Risk Manager). Unauthorized changes may be made and not detected in a timely manner.

Recommendation: The ability to change rates should be restricted to one or two employees. An edit report showing all pay rate changes should be generated weekly by Naviline and sent to the Director of Human Resources or some other designated individual to facilitate an authorization check on the change.

Response by Human Resources: Unauthorized changes are not likely to occur because even though HR may input changes to an employee's compensation, no change can take effect without the sign-off by multiple levels of Finance review, and verification by the City Manager may also be required in certain circumstances. There are several redundant steps that make the likelihood of unauthorized changes minimal. Payroll also runs a change report to cross check entries against what the system had for the individual. We believe these safeguards and multi-step approval process adequately address the Internal Auditor's concerns.

Document Reviews

10. **Human Resource documentation available on the City Intranet is old, may have errors and may not reflect the City's current philosophy regarding its employees.**

A document titled City of Lake Worth Administrative Regulation Manual is available on the City's Intranet by clicking on "Human Resources." This manual was apparently created about eight years ago, and contains information that the City may wish to amend, expand upon or eliminate completely. The following comments came from a review of this document:

- The first section, "Gifts" (i.e. gifts to the City, not to employees) is confusing, repetitive, uses poor grammar and diction. It should be re-written.
- City of LW Drug and Alcohol Policy should be reviewed with the HR Director.
- The Technology Policy allows "term papers or charitable event notices" to be typed on a City employee's computer. This opens the door to improper use:
    - After hours is the only time allowed? How would this be monitored and enforced:
    - "Supervisor's permission" is necessary. This would require the supervisor to pass judgment on the employee's task, which may lead to issues.

Recommendation: This Administrative Regulation Manual should be revisited, and significant revisions should be considered. Internal Audit should be allowed to review the revised document prior to release.

Response by Human Resources: Upon completion of the Human Resources Policy Manual, the Administrative Regulation Manual will be addressed for consistency and applicability. HR and the City Manager have asked the Assistant IT Director to draft an updated Technology Policy as a result of other concerns. The City Attorney's office has provided sample policy drafts to assist in this process.

11. I-9 review.

I-9 Forms are properly filed apart from employee personnel files. Internal Audit randomly selected forty-four employees for an I-9 review. Some insignificant clerical-type errors were noted and specifics were brought to the attention of Human Resources for correction. Internal Audit will confirm that corrections were made.

Recommendations:

- All new I-9 forms should be reviewed by the Director of HR or his/her designee (as long as the designee was not involved in the I-9's completion by the new employee). This review should be evidenced by the reviewer's initials on the face of the I-9.
- Routine, periodic audits should be performed by the Director of HR to help ensure that the I-9s already on file are free of these clerical-type errors.

Response by Human Resources: A member of the HR team reviews all I-9 forms for thoroughness, accuracy and compliance with Federal standards. HR will annually conduct a department-based audit to ensure that all members of the HR team with I-9 responsibilities are properly executing the forms. In accordance with Federal guidelines, the reviewer signs the form in Section 2 before the file is recorded. An additional set of initials on the face of the form would not be appropriate.

12. Personnel File Review for Human Resources Department Employees

A review of all HR employee files reflected the following:

- No background check was noted in the files for two employees whose employment should have been contingent on successful background checks, nor was there any indication that a background check was in fact performed.
- The rate of pay for the last position held by a high-level City employee was missing from this person's application**.**
- Documentation of professional certifications and designations was not always included in the personnel files.

Comments by Human Resources:

- The information referenced here relates to files for employees hired prior to the current HR team. The current HR staff is well-versed and consistent in conducting the necessary and appropriate reference and background checks relating to the various positions within the City.
- Again, the information referenced here relates to files for an employee hired prior to the current HR team. The current HR staff is well-versed and consistent in gathering the required information from candidates who apply for open and vacant positions within the City.
- Professional Certifications have been added for the HR staff. It is the employees' responsibility to provide the HR Department with proof of certification if it is job-related or impacts the employee's pay rate.

13. Review of Personnel Files for City Employees

A random selection of employees (16) was chosen. The personnel files for these employees was obtained from Human Resources, and reviewed for proper content. Results of that review:

- Half of the employee files reviewed generated no comments of note.
- One employee file reflected:
    - No evidence of background checks
    - No evidence of certificates held for this technical position, though they were claimed on the employee's application and resume
- One employee file reflected:
    - No evidence of previous employment checks, despite his disclosure of his convictions for possession of marijuana and cocaine and open carrying of a weapon
- One employee file reflected:
    - No apparent check on the employee's Associate's Degree. Though it was not a listed requirement for the employee's position, the employee did claim to have the AA on the application, and it should have been confirmed.
    - No apparent checks on previous employment.
- One employee file reflected:
    - There was no evidence of a background check or professional experience check for this technical IT position (such as confirming that the employee held an "A+" certification, had at least an Associate's Degree, or held the MCP

designation (Microsoft Certified Professional) all of which were claimed on the employee's application and the first two of which were job requirements).
    - No apparent check on references
- One high-level employee file reflected:
    - No evidence of background check for initial hiring
    - No evidence of background check upon promotion
    - No evidence of drug test
    - No check on professional certification claim
- One employee file reflected:
    - Several emails apparently unrelated to this employee, but sent to or from this employee, were in the employee's personnel file.
    - No checks apparent on previous employment.
- One employee file reflected:
    - No evidence of previous employment check.
- One high-level employee file reflected:
    - File contained no evidence of background checks, employment checks or criminal checks for this high-level position.

Comments by Human Resources:

- Several of the discrepancies occurred prior to the arrival of the incumbent HR Director.
- Criminal background checks are conducted on all candidates to whom contingent employment offers have been extended in accordance with EEOC guidance.
- Degrees and/or Technical Certifications, unless they are relevant to the position applied for, were not routinely checked or requested of candidates prior to my arrival. When the degree is a prerequisite for a role, the candidate is required to provide documentation of completion of studies. In addition, the City also requests degree confirmation from the background check agency where the degree is required for the position.

Other Areas

14. Human Resources Mission Review

A detailed description of the Human Resources Department mission, structure, initiatives, performance, goals and objectives and other information is available on the City's website in the 2014 Budget section. This Mission is discussed below in light of enhancements aligned with the Mission that could be made immediately, as well as current department practices that may not be aligned with this Mission.

General Mission Statement: The HR Department strives to support the City in delivering exceptional services to our community through the acquisition, development and retention of qualified highly motivated employees. Human Resources will take a leadership role and provide service in support of the City of Lake Worth's Vision by promoting the concept that our employees are our most valuable resource and will be treated as such.

The HR Department will act as catalysts enabling the City employees to contribute at optimum levels toward the success of their Division and the City.

HR will do this by:

- Ensuring the women and men of the HR Department are given the tools, training and motivation to operate in the most efficient and effective manner.
  Discussion: The HR Department is comprised of five employees, with total budgeted salaries of approximately $380k, including benefits.

  Training is budgeted at approximately $1,500, or $300 per employee. There are no funds available for travel, even though the budget line item, "Travel and Training" implies that there is travel money available. Aside from apparently limiting training to that which is only available locally, the amounts available would appear to be inadequate.

  Comment by Human Resources: HR Budgets for staff are not a significant issue with applicants. I do agree the amounts are less than desired; however we manage to participate in local HR Associations to remain abreast of current trends and new legislation that will impact the City of Lake Worth.

- Promoting and recruiting the best qualified people, recognizing and encouraging the value of diversity in the work place.
  Discussion: As noted in "4" above, there is no training program to help City managers find the best candidates possible for a given position. Training while recognizing the "value of diversity" is also apparently absent.

  Comment by Human Resources: Although Diversity Training per se has not been conducted in Lake Worth, the city has been able to attract and retain a highly diverse workforce. Attention to Diversity will be given in the upcoming interviewer training as part of providing a realistic job preview.

- Providing a competitive wage and benefit package and developing the full potential of our work force by providing training and development for career enhancement and organizational success.
  Discussion: While current budgetary constraints may limit the City's ability to remain competitive in the marketplace for exceptional employees, Human Resources should be proactive in gathering salary information and presenting this to the Commission, City Manager and heads of the various departments.

  Comment by Human Resources: Because of the City's inability to address employee compensation beyond the collective bargaining agreements, participation in external surveys has been limited to the data gained through the PEPI Exchange, which includes many of the public employers in Palm Beach, Broward, Martin and Northern Miami Dade Counties. We are in the midst of examining the possibility of planning for a full compensation and classification study.

- Providing a work atmosphere that is safe, healthy and secure and also conscious of long-term family and community goals.
  Discussion: The physical security and safety of some City buildings, as noted in other audit reports, could be strengthened. While this is not solely a Human Resources responsibility, the department could become more of an advocate for initiatives such as card access systems for City buildings, first aid and CPR training for employees and more camera surveillance in high risk areas (such as customer service in the Annex), to name a few.

  Comment by Human Resources: Providing a safe work environment is critical to the retention of staff. The HR office is one of several work sites where security upgrades should be seriously considered. I would encourage the Internal Auditor to submit to the City Commission and City Manager a condensed summary of departments and/or divisions whose physical security places either employees and or critical records at risk.

  As no single department has the resources to launch security upgrades, a capital expenditure is probably the best way to address all of these simultaneously.

- Establishing, administering and effectively communicating sound policies, rules and practices that treat employees with dignity and equality while maintaining organizational compliance with employment and labor laws, City commission resolutions and directives and labor agreements.
  Discussion: As noted in the body of this report, documentation of HR policies in the form of a comprehensive employee manual is in process (see "8" above). Internal Audit will test the roll-out of this manual in the future.

  Comment by Human Resources: To be addressed with the Employee Handbook and Administrative Policy modifications already suggested.

Response by Human Resources: The Human Resources Mission and Vision for the Fiscal Year 2014 budget overview will be tailored for web use.

Other Considerations

- The use of "Honesty Tests" should be considered as a pre-employment tool.

  Comment by Human Resources: Some problematic aspects of integrity testing state that it is possible for a person to admit to dishonesty, but not necessarily have committed theft or other counterproductive behaviors. Also, the predictability of the integrity test may suggest *potential* behaviors in the future, but are not necessarily answered truthfully by employees. Therefore, the actual predictability may be lower if an employee, unknown to employers, does not honestly answer the personality tied questions in a truthful manner.

On top of the fact the honesty test may not be an accurate reflection of behavior, personal privacy can become a legal problem. Critics also say that that integrity tests can violate legal and ethical privacy standards, because there could be some questions that are not related to specific duties of the job, and there is no protection for the illegal use of the data.

Finally, any such tests would be problematic in terms of implementation in that they would need to be validated in accordance with the uniform guidelines on Employee Selection Procedures pursuant to EEOC guidance. Failure to do so could result in potential liability exposure to the City.

- The physical security of the Human Resources area was reviewed, and the following comments were generated:
  - Personnel files are kept in unlocked file cabinets outside the offices of the Risk Manager and HR Director.
    Comment by Human Resources: This issue has been addressed by the HR team, which has implemented locks.

  - There are building department files kept in the HR area. Certain employees from the Building Department have keys to the HR area enabling off-hour access, should they need any of their files.
    Comment by Human Resources: An area of concern indeed, but there is no alternative space for these records.

  - Building maintenance employees have keys to the HR area as well.
    Comment by Human Resources: Building maintenance staff have access to all areas and offices within the city.

  - HR files are vulnerable to unauthorized changes and removal.
    Comment by Human Resources: Personnel files are now locked and removal opportunities are limited since the files are secured. Unauthorized changes cannot be performed on a hardcopy document. We have migrated to system-generated changes that go through a rigorous vetting process.

  - There is a walk-in "safe" in the HR area, though it is never locked. Inside this room are documents of possible historic significance to the City. (Example: There was a bound volume of minutes of City meetings from 1919.)
    Comment by Human Resources: This area has been secured by adding a lock to the access door.

  - There is a single camera in this area, but it is trained on one of the rear entrances, with no view of any other areas in the HR footprint.
    Comment by Human Resources: Because of the need for employees to have confidentiality when coming to Human Resources, this is not a supported recommendation for a front entry facing camera in the Department. This would do more harm than good.

- All documents in the HR Department should be considered at risk for theft or vandalism.
  Comment by Human Resources: As mentioned above, the HR files are now locked. A keypad would help with overall security, but the identity and medical records are secured and locked at the end of each day.

Overall Recommendation: The City should consider the HR area for a card access security system. Such a system not only locks out those individuals who are not authorized to be in the HR area but it also records those people who are authorized to enter this area. An additional camera should be considered as well which could be placed to cover virtually all HR areas not covered by the current camera.

Overall Response by Human Resources: I wholeheartedly concur that HR security could and should be enhanced subject to budget considerations. However, we would be doing a disservice to the employees who seek out HR's services for confidential and sensitive issues by placing cameras in all of the HR areas. While being mindful of security issues, HR needs to be an area where employees feel comfortable and secure while discussing extremely personal issues. In my experience, cameras throughout the HR department would likely have the unintended consequence of deterring employees from utilizing the HR department in times of need.

OFFICE OF THE INTERNAL AUDITOR
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TO: **Finance Director Doug Wood**
City Manager M. Bornstein
Leisure Services Director Juan Ruiz

FROM: **City Internal Auditor K. Oakes**

CC: **Mayor P. Triolo**
Commissioner S. Maxwell
Commissioner A. Amoroso
Commissioner C. McVoy
Commissioner J. Szerdi
Silvina Donaldson

DATE: **March 4, 2014**

SUBJECT: **Barter with TooJay's**

Purpose

I was informed by a City employee that a "trade" agreement exists or existed between the City and TooJays Deli, a Lake Worth restaurant. The term "Trade" used in this context usually refers to an "in-kind," no-cash agreement between two parties to exchange goods or services of approximately equal value without the use of cash. This value is usually established using the retail values of the exchanged goods or services

After speaking to the Local Area Representative for TooJays ("TJ"), TJ's Director of Catering, Lauren Bothe, Assistant Event Coordinator, Juan Ruiz, Leisure Services Director coupled with my own notes from past discussions with Terri Neil as well as a review of the available documentation, I believe I have a picture of how this agreement worked.

A summary:

- A verbal trade deal existed between the City and TooJays Deli. There is nothing in writing, though emails support the existence of such an agreement.
- TJ had "Preferred Status" along with, initially, five other vendors. This meant that they did not have to pay the City a $500 fee for the use of the Casino kitchen, and did not have to leave a security deposit of $1,000 to cover cleaning of the kitchen.
- Clients booking the Casino for an event would ask Terri who could cater the event.
- The Casino (Terri) would give them TooJays name (or any of the other "preferred vendors"), and they would Contact TJ and deal with them for the event's food.
- In return, TJ would "donate" food to the City as an "in-kind" donation for the City's own events such as meetings (e.g. League of Cities), parties or other City functions. There were no specific functions mentioned to me by TJ, though they promised to furnish me with a list of those events where they did in fact donate. The amount the City expected TJ to donate was $5,000 at retail.

- This commitment was exceeded during the past year. There remains no “credit” left, to TJ’s knowledge. If, after creating the list of events referred to immediately above, a credit does in fact remain, TJ would be more than happy to work it off in the future in return for a reinstatement of the preferred vendor status (including a waiver of the $500 kitchen fee).
- TJ was clear as to the flow of business: Clients go to the venue (the Casino) first, then to the caterer. The memo from Terri, dated January 21, 2014 cancelling this agreement reflects a flow that is exactly opposite TJ’s description. I believe this memo is inaccurate and does not reflect the agreement. I’m offering an opinion here because there is no carved-in-stone agreement to refer to.
- TJ stated that the cancellation of the plan by Terri was “a tremendous blow” to their business. TJ would like to have the City reconsider some agreement for the future, to be put into writing, which would enable TJ to be a preferred caterer again.

During the course of this inquiry, two additional companies (Resource Depot and Seaside Celebrations) were identified as participants with the City in barter arrangements. The City should decide whether it wants to continue barter arrangements with any parties, keeping in mind the following:

- Certain barter transactions may not be legal for a municipal government.
- Barter transactions in effect bypass the accounting, procurement and disbursement processes, and the internal controls governing those processes, established by the City.
- Barter may prove difficult to control and identify.
- There may be reporting issues with any barter transaction, as well as specific accounting rules that must be followed, that may increase the Finance Department’s workload.

The City may wish to establish a policy that either forbids barter, or establishes strict protocols ensuring transparency and proper accounting and reporting treatment for any barter agreements approved by City management.

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TO: **Mayor P. Triolo**
Commissioner S. Maxwell
Commissioner A. Amoroso
Commissioner C. McVoy
Commissioner J. Szerdi

FROM: **City Internal Auditor K. Oakes**

CC: **Human Resources Director Mark Farrington**
City Manager M. Bornstein
Finance Director Doug Wood

DATE: **March 10, 2014**

SUBJECT: **Doris Ortiz Change of Job**

Purpose

During a review of processes in the Leisure Services Department, an incident surfaced that relates to the City's processes and procedures regarding promotions, salary increase justifications, department reorganizations and involvement by the City's Human Resources function. This memo documents the incident and offers comments and suggestions for the City going forward.

This incident is to be viewed as an example of processes and procedures that should be changed. Suggestions will not be made to alter the results of the example. The reader should note that the subject of this example, Doris Ortiz, did nothing inappropriate or in violation of any City policies.

Discussion

The need for an individual to manage the parking function for the City was expressed by management of the Leisure Services Department during the budgeting process. Provision for this position was incorporated into the fiscal 2014 budget at approximately $49k. The individual ultimately placed in this position, Doris Ortiz, receives a salary of $61k and is currently working for the City in this capacity. She is also responsible for Public Services Administration, a position she had held on a full-time basis with the Public Services Department since she was hired on November 29, 2010.

She now reports to Jamie Brown as Manager of Public Services and Juan Ruiz as Manager of Parking, using an approximate 50-50 responsibility split. Her rate of pay has been assigned as $15.15 to run the parking operation and $14.13 to manage Public Services. Her office has not physically moved and is still in one of the Public Services Department trailers. There is currently no facility for her at the beach for her parking responsibilities.

Upon review of the process of reorganization as it pertains to Doris, several facts came to light that the Human Resources Director, Finance Director and City Manager may benefit from reviewing, as I believe they have value going forward. The Commission should also be apprised of these reorganization items.

Facts Regarding the Selection of Doris Ortiz for this Manager Position

The following relate specifically to the application of Doris Ortiz for the Manager position.

- The movement of Doris from Public Services Administrator to Operations Manager (a newly created position) was apparently viewed as an employee taking a new position, not a promotion. The salary for the position was compared to outside compensation information for a Manager level gathered by the Public Services and Leisure Department Directors, as represented to Internal Audit by Human Resources and Leisure Services. This comparison was apparently the most heavily weighted factor in determining the position's final compensation level. A comparison to Doris' current salary, which would have reflected a 63% increase, was apparently not given as much weight.
- The outside comparison from Marketrate.Payscale.com used Boca, Boynton and West Palm Beach as benchmarks. These municipalities were paying their Parking Managers between $26k and $49k, with an average of $34k. Our HR Director also obtained the pay range for Delray's Parking Manager: $62k to $99k. Our management group then decided to set the pay for this position at $61k, or 25% over the maximum rate and 79% over the average rate for the municipal trio noted above.
- No verification of previous employment was done when Doris was originally hired in 2010, other than contacting one reference at the US Census Bureau (see below), who was contacted but did not verify employment dates or salary.
- No verification of college attended or degree earned was completed when Doris was originally hired, even though at least an Associate's degree was "a plus" per the Job Description.
- No background, educational or reference checks were completed when Doris was offered the new Manager of Parking position.
- Doris' previous employment experience does not appear pertinent to the minimum requirements of the Manager's position as specified in the Job Description used by Human Resources. Her positions listed on her application are as follows:
    - US Census Bureau, 1/15/10 to 8/15/10, as "Census Admin/HR Clerk;" described as a clerical position; "Laid Off" per application; $11.25/hr. Her immediate supervisor was listed as a reference, who stated he has known DO for two years, but she only worked for him for seven months. There was no verification of employment dates or rate of pay.
    - RGF Environmental Group, 1/26/06 to9/15/09, as "Accounts Payable Associate; Payroll, RP Translator." Supervisor was not contacted; $37k/yr.
    - DO Flooring, 6/30/00 to 12/13/08 as "Administrative Assistant;" DO is listed with the Florida Secretary of State as an officer of this company (the DO stands for Doris Ortiz), and DO's "Common Law Spouse" (as noted in the City's HR file for Doris) is listed as the manager of this company. No date or earnings verification was made for this company.
    - Jamaica Hospital (not on application, but on resume), 1995 to 2000; no employment dates or earnings verification was noted (salary does not appear on

the resume). She performed secretarial tasks, mostly paperwork for hospital patients who spoke only or mostly Spanish.

- Doris' resume (included in her HR file) states 20 years of administrative experience, which would have to include Jamaica hospital and DO's own company. Even with these jobs, the years appear to be short. This is an inconsistency on the resume.
- Doris' salary history with the City:
    - Hired 11/29/10 at: $34k/yr.
    - Rate increase: $36k/yr. 4/29/2012
    - Rate increase: $37k/yr. 5/6/2012
    - Promotion: $61k/yr. 11/18/13 (65% increase)
- No performance appraisals were found in the employee's personnel file.
- Internal Audit noted nowhere in the HR documentation where a decision was made to interview only internal candidates for this new position. Human Resources, Finance and Budget Departments indicated that such a decision was made. There were at least three other internal candidates interviewed, but none apparently fit the job description as well as Doris did, even with the lapses noted below.
- This position was originally listed externally, but as noted above, only internal candidates were considered. Internal Audit reviewed applications received during the brief period that the position was listed externally. What follows is a sampling of the external candidates who expressed an interest in this position:
    - A currently employed police officer in Stuart had two and one-half years experience enforcing local, state and county parking laws
    - A code compliance officer with eight years supervisory experience in code enforcement and parking enforcement
    - A technician with management experience and experience in all aspects of parking coin operated kiosks for another city (total of 24 years)
    - A candidate with 20 years experience in metered parking, including with the manufacturer of the City's equipment
- The job description contained several statements that would appear to require internal candidates exclusively, and particularly, only Doris. However, Doris may not have completely satisfied all of the requirements. The following direct quotes from the Job Description will serve as examples:
    - "Six to twelve months knowledge of the principles and practices of *the* parking operations (emphasis added)." This implies experience with the City's current parking program. Doris did in fact work in Public Services when Parking was in that department, and apparently had enough unofficial involvement to satisfy this requirement. The three other internal candidates also had such experience in the City's parking division.
    - "Ability to manage and prioritize routine, specialized and complex assignments and problems utilizing knowledge acquired through prior education, training and experience." Doris' prior education was an Associate's Degree in Accounting, and her training and work experience as noted above arguably would not appear to completely satisfy these requirements. Some of her work with the Public Services Department may have satisfied this requirement in part.
    - "Ability to develop, administer and monitor budget (sic) for operations of Parking Division and Public Services Administration Division." Only Doris could satisfy

these requirements, though only partially for the Parking Division. (Note that two other internal candidates had budget experience.)
    - "At least six months of management, operation and maintenance of pay station equipment and parking lot experience is essential to success in this role." As noted above, Doris did have unofficial experience in supervising the parking area, and this might have been perceived as closer to satisfying these requirements than the other three internal candidates.
- Doris' reporting responsibility is split approximately in half: Leisure Department (parking management) and Public Services (operations management). This requires her to function in her former capacity, but she has given up some of her previous day-to-day work in the Public Services area, which has been assumed by another employee.

Comments and Suggestions

This memo describes one instance where hiring practice and procedure was not what it could have been. Implementing the suggestions below will make for a more objective, fair and efficient hiring process for the future.

- A comprehensive job description should be prepared based on the requirements of the position. Such a description should be prepared by the department head doing the hiring, with input from Human Resources, Legal and other departments that will interact significantly with the employee in the position.
- A job description should never be written to accommodate a particular candidate. This action would expose the City to possible liability, and may preclude hiring the best possible candidate.
- Salaries for new positions and promotions should be researched by HR independent from the interviewers and the departments where the new position will report. Human Resources should follow up on this salary information to ensure that it has been applied appropriately to the specific situation.
- Salary increases for promotions over a set amount (perhaps 20% or whatever City management believes is reasonable) should require extraordinary justification. External studies, surveys, literature and other sources should be obtained and documented in the employee's file.
- Any decision to restrict the interview process to internal candidates only should be specified in writing, and justification should be included in the HR files for that position. The City Manager should sign off on this decision. Internal Audit's inquiries indicated that the posting for the Manager position went back and forth between requiring internal or external candidates, though this could not be confirmed.
- The job description for this position used language to imply that the successful candidate had experience with the City's parking operation. This should be avoided unless it is the intent to hire only individuals from within the City with specific knowledge of current workings. This situation will probably be required infrequently.
- Previous employment verifications for current City employees applying for a promotion or some other elevated position must be completed when the successor position requires information not previously required. However, a review of actions taken upon the candidate's original employment should be performed as well, and judgment passed on the adequacy of the original actions.

- Educational credentials and certifications claimed anywhere on the candidate's paperwork (e.g. application, resume or college documents submitted when applying) must be confirmed directly with the educational institution. This should occur even when the position applied for does not require any specific degrees or certifications.
- References and previous supervisors must be contacted where possible, and the results documented in the HR file.
- Documentation should be included in the HR file matching candidate experience with job requirements.
- An attempt should be made and documented to verify all previous employment and pay levels.
- Performance appraisals must be completed in a timely manner for all employees.

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TO: **Finance Director Doug Wood**
City Manager M. Bornstein
Controller Corinne Elliott
Leisure Services Director Juan Ruiz

FROM: **City Internal Auditor K. Oakes**

CC: **Mayor P. Triolo**
Commissioner S. Maxwell
Commissioner A. Amoroso
Commissioner C. McVoy
Commissioner J. Szerdi

DATE: **March 10, 2014**

SUBJECT: **Cash Received by the Leisure Department**

Introduction

Leisure Services runs programs such as basketball, baseball, dances and various others that require payments from participants. These payments are currently taken at the shuffleboard building at the reception area near the side (east) door during specific hours (primarily 11:00 a.m. to 5:00 p.m., Monday through Thursday). A part-time clerical assistant acts as a cashier, and records the payment receipt and program or event enrollment in RecTrac. There are two other people who may take payments, though they perform this function infrequently. Residents who show up at the shuffleboard building during off times are told they must return during posted hours.

Payments are also accepted at the Wimbley Gym. Only cash and checks are accepted there. They are stored overnight in a safe if necessary and brought to the shuffleboard building by Melissa Garvin or some other employee. If Melissa is working at the gym when payments are received, she will enter the receipt and registration information into RecTrac at the gym. Otherwise, this information is entered by the assistant (Nicola) at the shuffleboard building when the payment is received there. A handwritten receipt is given to program participants paying at the Gym.

Personnel working at the Gym stated that they were not aware when the safe combination or alarm code had last been changed, if ever. This was also true at the shuffleboard building.

Cash, charge cards and checks are accepted. Cash and checks are carried across the building after each transaction and placed into a drop safe inside the Recreation Supervisor's office. Daily, a bank deposit of this money is prepared by the assistant and hand carried to the bank by a single person, usually this assistant. The deposit is counted by a teller while the assistant waits.

A report based on information entered into RecTrac and the money physically deposited in the bank is completed by the assistant. The assistant ensures that the total cash, check and charge amounts agree to RecTrac. This report is sent to Finance along with a printout from RecTrac. Finance has no access to RecTrac and therefore cannot compare the bank deposit from bank documents to actual enrollment as recorded in RecTrac.

Comments and Recommendations

1. Finance should have the capability to confirm that the bank deposit and charges processed agree to the bank records obtained independently from the financial institution. This would require that Finance have access to RecTrac directly and independently of the Leisure Services Department. Such access should be "Read Only," which would not allow Finance to make any edits to the RecTrac database.

2. The safe that holds cash and checks during the day prior to the daily deposit is in an inconvenient location in the shuffleboard building. The cashier must leave the resident service area and walk out of sight to drop money in the safe. Management has expressed unwillingness to move the safe to the resident service area, as it would then be in a room that is rented to the general public. Though the cash held overnight may be minimal, Internal Audit recognizes an increased risk to City assets should the safe be moved. On balance, however, Internal Audit believes that management should consider moving the safe.

3. The combination to the safes at the Gym and the shuffleboard building should be changed as soon as possible, and changed whenever leisure employees who know the combination are no longer employed by the City. At a minimum, the combinations should be changed at least annually. The alarm codes should be changed at least annually as well, and each employee should have a unique code.

4. Central cashiering for the City has been considered in the past, and is under consideration presently due primarily to current procedures involving building department receipts at the Second Avenue location. The City should also consider including the cash received from residents for leisure activities in any overall plan for consolidating the receipts of cash. Internal Audit recognizes that the central cashier would have to be trained on RecTrac, which may require additional personnel and time for the cashiering function. However, time savings may be realized by eliminating this task from personnel at the current location.

5. Receiving payments at the Wimbley Gym should be reconsidered. The lack of RecTrac at this location, the need to issue a handwritten receipt, the additional transport of cash and checks and the lack of accountability over the funds (e.g. shared safe combination, different individuals carrying the receipts to the shuffleboard building, easy access to the receipt book) all serve to increase the risk to the City's cash.

OFFICE OF THE INTERNAL AUDITOR
7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1749 · Fax: 561-586-1750

TO: **Mayor P. Triolo**
Commissioner S. Maxwell
Commissioner A. Amoroso
Commissioner C. McVoy
Commissioner J. Szerdi

FROM: **City Internal Auditor K. Oakes**

CC: **City Manager M. Bornstein**
Finance Director Doug Wood
Human Resources Director Mark Farrington
Leisure Services Director Juan Ruiz
City Attorney Glen Torcivia

DATE: **April 4, 2014**

SUBJECT: **Casino Security Topics**

I stopped by the Ballroom and spoke briefly to Lauren Bothe, Assistant Event Coordinator on March 21st. I have also spoken to Juan recently on a variety of Leisure Department topics. My purpose was to check on several items from my previous memos regarding operations. My thoughts, comments and a few questions are below.

Also included is the dialog between me and Director of Leisure Services Juan Ruiz discussing the topics and action to be taken, if any. As this does not represent a formal review, it is being presented as an informal memo. I will, however, follow up on any action items discussed and report the results of that follow-up to you.

1. **Internal Audit Comment** I understand all contracts for the Ballroom do not go to legal for review. Did the original contract template pass their review?
   Leisure Services Response Our legal department is currently in possession of the contract which is being reviewed. Leisure Services and Finance reviewed the contract prior to the contract being put in place last year, but I can't recall if our previous Legal team reviewed the document.

2. **Internal Audit Comment** The small combination lock box mounted on the wall near the restrooms is still there. The combination is reportedly unknown, though some employees may still know this combination. It is also not known if there are in fact keys still in this box. This box is not secure and may facilitate unauthorized access to the Ballroom. My suggestion is to remove this box.
   Leisure Services Response The combination is known by a limited number of staff members and the Fire Department. The lock box is installed for the use of the Fire

Department in the case of an emergency. There are lock boxes on all City buildings. I do not suggest that the lock box be removed at this point in time.
Internal Audit Follow-up Comment The Fire Department will only use one type of lockbox, called a "Knoxbox" (a brand name), for which they have a key. They will never use any type of box that has a combination. There is a Knoxbox on the first floor, right outside Mamma Mia's side entrance. There is also a small combination box about three feet away from this Knoxbox, and another small combination box mounted on the wall outside the upstairs restrooms as I initially indicated. The Fire Department has no record of these combination boxes, and both had ballroom keys in them. It is these combination boxes that I believe should be removed. I spoke to Phil this afternoon, and he indicated that they will be removed.

(My Knoxbox information is coming from a meeting I had yesterday with Captain Steve Appleby at the Fire Station across from City Hall.)
Leisure Services Follow-up Response The combination boxes, not the Knoxbox are being removed by April 4. The keys were removed yesterday.

3. **Internal Audit Comment** We do not know how many keys are in the hands of employees, and we do not know the extent of key distribution to employees and others under the prior event manager. There are approximately 38 keyed doors to the Ballroom and "office" facilities on the second floor, and they all open with the same key. I offer the following options to improve access security at the Ballroom:
   - Remove the locks on most of the 38 doors. These doors should be set to be opened from the inside only using a push bar. When the door closes, it is always locked.
   - An alternative, if possible, would be to disable most of the 38 locks, saving the cost of removing them.
   - Several doors should be identified for a change of lock. The keys for these doors should be under management's control, and should be distributed only to employees who have need for access (never to non-employees). The number of doors chosen should be minimal to facilitate periodic lock changes at a reasonable cost.

   Leisure Services Responses
   - We do know how many and who has keys to the Casino Building. Keys are taken from former employees at time of separation from the City. Leisure Services staff has been instructed to keep a master key log-in sheet.
   - The building was designed with 38 keyed doors. The Beach Fund does not have available funding to re-key the building at this point in time.
   - Employees are given keys to areas that they must access to accomplish their job duties. I'm not aware of keys being given to non-employees and if this has happened it has not been at my instruction.

   Internal Audit Follow-up Comments
   - Per Brad and Terri, there may be keys outstanding that we do not know about. Additionally, Terri stated that some caterers "had to have" keys so they could lock up the Ballroom at night. Phil yesterday indicated that he is working on an updated key list, a project well worth his time and effort. I would question the accuracy of any key lists prepared under prior on-site ballroom management.

- As in any risk area, management may consciously elect to accept certain risks as well as mitigate other risks. This is always the prerogative of a well informed management body. Key status and overall security condition of the ballroom may or may not have been known to management until recently. However, at this point in time, they will have to determine if the security risks are sufficient to require mitigation, which would require additional money in the budget. I strongly urge that we don't dismiss any identified risk with the "no money in the budget" statement, even though it may be technically true. Please view this comment in the broadest City-wide sense and not directed purely at the management of the Casino. Overall risk appetite is a function that only the Commission can assume.

Leisure Services Follow-up Comments

- Again, I am not aware nor did I approve giving non-employees keys to the ballroom or supporting offices. If I'm being told something that contradicts what you're being told then I will find out. Unknown actions of previous City employees are being addressed and our staff is doing everything we can to our knowledge to ensure that the City is not exposed to any risks resulting from actions of previous employees. I have asked our current staff to identify and recover the possibility of someone and/or a caterer having keys to the ballroom. Our City staff opens and locks the facility every day as they have been previously instructed by me and we are implementing corrective actions to remedy any other outstanding items identified in previous reports.
- A decision on what level of risk the City is willing to accept is not for me to decide solely. That is a policy decision that should include City Management along with the City's Risk Manager. In response to your item I was simply stating that the beach fund currently cannot support the recommended corrective action of changing out the majority of 38 doors. If those funds do become available at the direction of the City Commission or City Manager, I will gladly instruct my staff to implement the recommendations if that is the direction given. We are constantly evaluating and implementing corrective actions to reduce any level of exposure that the City may have in its various operations and we do take a global/bigger picture approach when dealing with these issues as we become aware of them.

4. **Internal Audit Comment** The credit card reader has not been replaced, as recommended in my memo of January 28, 2014. That comment is paraphrased below:

   The credit card machine used to process payments for the dances held at the Casino on Wednesday nights has "bad connections" rendering it useless on occasion. Additionally, it is in the Casino "office" (a group of cubicles in the unoccupied, unfinished portion of the second floor of the Casino) and is not easily accessible when participants are charging their dance tickets the night of the dance. The current process requires the ticket seller/taker to leave his/her post at the door of the dance and proceed to the office to process the charge. This may result in lapses in security at the door of the dance.

   Recommendation: Either a credit card "Square" reader should be obtained to allow credit card processing through an iPad or an iPhone at the door of the Ballroom on the night of the dance, or an old fashioned manual carbon copy credit card machine should be considered.

Leisure Services Response The credit card machine had a "bad connection" on only one occasion, and the machine has operated fine since then.
Internal Audit Follow-up Comment Your response does not address the most important point: The credit card machine is in an inconvenient and insecure location.
Leisure Services Follow-up Response This machine can disappear entirely from the ballroom and we will no longer accept credit/debit card transactions moving forward at the Community Dances.

5. **Internal Audit Comment** The combinations for the safes at the Wimbley Gym and the Shuffleboard building should be changed immediately. I am aware of the possible costs involved and the uncooperativeness of the current safe service company, Acorn, but a periodic safe combination change is a basic, accepted best practice that should be part of the City's control structure.
   Leisure Services Response At the time of purchase it was not known that changing the combination would incur a cost, so provisions for that expenditure were never made. Since your conversation with Melissa Garvin, she has coordinated with Kevin from Acorn next week to show her how to change the combination moving forward free of charge. Please note that he is only willing to train one person in the changing of the combination, so a decision on who receives that training will have to be determined.

6. **Internal Audit Comment** Provision for Ballroom events coverage when Lauren is not working is not formalized. Under current staffing, it appears there may be times when Lauren would be required to work a seven day week, and possibly work significantly more than eight hours on any given day. Coverage to minimize this overtime should be formalized in writing. Individuals covering ballroom events should be qualified to do so.
   Leisure Services Response Lauren has been counseled on various occasions to limit the work week to 40 hours and to adjust her schedule accordingly to meet the needs of the booked events. There are few instances that have been unavoidable due to pre-scheduled events that Lauren works overtime to accomplish the ballroom duties. Her overtime is pre-approved. The Sales, Marketing and Event Manager position is still vacant awaiting a proposal that could potentially eliminate the need to fill that position. I do not anticipate extending this vacancy much longer. It is my desire to have this matter resolved by the end of April.

PROCLAMATION

WHEREAS, internal auditing is a vital part of strengthening organizations and protecting stakeholders of both public and private sectors; and

WHEREAS, internal auditing helps identify and manage the organization's risks and ensure policies, procedures, and controls are in place and working appropriately; and

WHEREAS, internal auditing is an increasingly sophisticated and complex activity requiring specialized knowledge, training, and education; and

WHEREAS, internal auditing is an established profession, led by The Institute of Internal Auditors, with a globally recognized code of ethics and *International Standards for the Professional Practice of Internal Auditing*; and

WHEREAS, the contributions of internal auditors to the success of organizations and the global economy at large deserves recognition and commendation.

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

May 2014

as

INTERNATIONAL INTERNAL AUDIT AWARENESS MONTH

and invite the residents of Lake Worth to join me in recognizing professional internal auditors for their many contributions.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida to be affixed this 6th day of May, 2014.

_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

CITY OF LAKE WORTH

INTERNAL AUDIT DEPARTMENT

UPDATE: MAY 6, 2014

A SYNOPSIS OF ALL WORK FROM AUGUST 6, 2013 TO DATE

- Change in emphasis and direction, based on audits, Inquiries and investigations performed
- Greater number of smaller projects
- Some larger projects on hold, some in process
- Smaller reactive projects substituted
- First follow-up reports issued end of October

DISCUSSION

– Significant challenges before the City

- Employee safety (City Hall, Annex)
- Asset security (Warehouse, Annex)
- Policy and procedure creation and updating in key areas
- Hiring and promotion practices
- Casino issues
- Code issues (but improvement noted)

DISCUSSION

- **Follow-up** reports issued, and top concerns outstanding from each report:
  - Customer Service and Cash Handling
    - Cash "pulls" should be performed
    - Annex is not alarmed
  - Common Area Maintenance and Ballroom Ops
    - Ballroom security still needs improvement
    - Ensure that CAM charges collected are maximized and in agreement with tenant leases

REPORTS ISSUED: HIGHLIGHTS

- **Follow-up** concerns, continued
  - Purchase Card Process Audit
    - Purchasing restrictions not programmed into card
    - No other significant outstanding concerns
  - Fleet Maintenance
    - No significant outstanding concerns
    - Additional Internal Audit follow-up to be performed

REPORTS ISSUED: HIGHLIGHTS

– New reports issued

- Cell Phone Review
  - Control over all phones should be stronger
  - Policies on issuance and use should be created
  - Ownership of the program should be established

REPORTS ISSUED: HIGHLIGHTS

- **New Reports Issued, continued**

  - Human Resources Audit
    - Thirteen Findings and two Other Considerations are being or have been addressed
    - Creating policies on hiring and promoting practices most important

REPORTS ISSUED: HIGHLIGHTS

- **New Reports Issued, continued**
  - Memo on Barter
    - A policy should be implemented specifying precise rules for barter, or prohibiting it, as the Commission directs
  - Employee promotion
    - Policy should be created specifying hiring and promotion requirements and process
    - Twelve comments and suggestions in total

REPORTS ISSUED: HIGHLIGHTS

– New Reports Issued, continued

- Cash Received by the Leisure Department
  - Additional control for Finance should be added
  - Five Comments and Recommendations offered
- Casino Security
  - Control over keys should improve

REPORTS ISSUED: HIGHLIGHTS

- **New Reports Issued, continued**
  - Employee investigation
    - No fraud or malfeasance found
    - Employee terminated
    - Report in hard copy available upon request
  - Investigation of a complaint against an employee
    - Report is in Draft form, and is therefore not available to the public
    - Investigation protocol proposed; edits in process

REPORTS ISSUED: HIGHLIGHTS

Refer to Internal Audit Plan for Fiscal 2015

- Accounts Payable
- Procurement
- Payroll
- Utilities
- Building Department

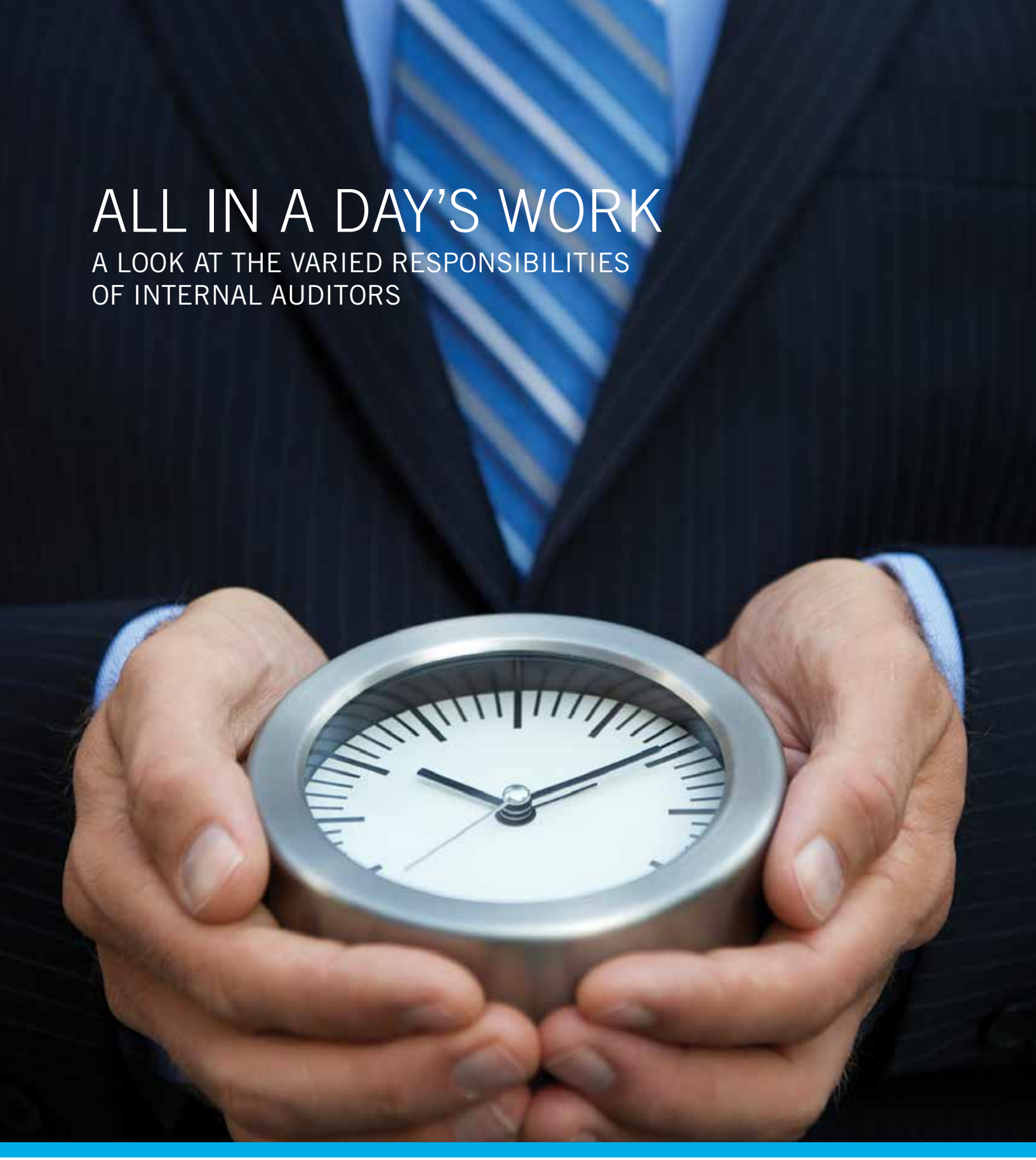
AUDIT AGENDA

- Ongoing projects
  - Process ownership
  - Span of authority
  - Special audits resulting from reported audit findings

AUDIT AGENDA

ALL IN A DAY'S WORK

A LOOK AT THE VARIED RESPONSIBILITIES OF INTERNAL AUDITORS



The Institute of Internal Auditors

The Institute of Internal Auditors

Achieving Objectives

For the most part, companies are in business to make money. Schools, charities, and other nonprofit organizations may have the goal of educating, influencing behavior, or helping those less fortunate. And then there are government organizations, which exist to protect and serve the citizens in their jurisdiction.

Regardless of what drives them, private businesses, nonprofits, and public-sector organizations all aim to achieve their specific organization's objectives with the greatest efficiency and effectiveness possible. To do this, many organizations enlist the aid of governing bodies such as boards of directors — an assembly of experienced business professionals who represent the organization's stakeholders — to provide oversight and strategic direction.

For the board to steer the organization effectively, board members must receive timely, accurate information about the organization's many strategic, operational, financial, and compliance risks as well as assurance that the risks are being well managed.

Enter the internal auditors.

What Is Internal Auditing?

Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organization's operations.

At its simplest, internal auditing involves identifying the risks that could keep an organization from achieving its goals, making sure the organization's leaders know about these risks, and proactively recommending improvements to help reduce the risks.

For internal auditing to be effective, the organization's leaders must be open to discussing tough issues and seizing opportunities to make necessary changes for improvement. And the internal auditors must have an independent reporting line to the highest governing body (e.g., the audit committee of the board of directors), ensuring them the requisite authority to access all areas of the organization and know that they will be supported if and when their views differ from those of management.

"Internal audit functions provide a number of important services and are often the catalyst for improving organizational governance and risk management."

– Leon Sheffield
IIA member since 2008

Internal auditors' independence and broad perspective of the organization make them a valuable resource to executive management and the board of directors. They ensure that the organization is held accountable to its stakeholders, whether those stakeholders are investors (as in the case of a publicly traded company) or the general public, served by a government organization.

Ultimately, internal auditors add value to their organizations by providing assurance, insight, and objectivity.

Internal auditors can save their organization substantial amounts of money and protect its reputation in the marketplace by identifying operating inefficiencies, wasteful spending, employee theft, fraud, and cases of noncompliance with laws or regulations, for example.

They keep an eye on the corporate climate and perform a variety of activities such as assessing risks, analyzing opportunities, suggesting improvements, promoting ethics, ensuring accuracy of records and financial statements, educating senior management and the board on critical issues, investigating fraud, detecting wasteful spending, raising red flags, recommending stronger controls, monitoring compliance with rules and regulations, and much more!

Seems like a lot to ask from one resource? Maybe for some, but for internal auditors, it's all in a day's work.

INTERNAL AUDITING = ASSURANCE, INSIGHT, AND OBJECTIVITY

Governing bodies and senior management rely on internal auditing for insight and objective assurance that existing internal controls are adequate to mitigate the organization's risks, governance and risk management processes are effective and efficient, and organizational goals and strategic objectives are met.

Who Are Internal Auditors?

Internal auditors are explorers, analysts, problem-solvers, reporters, and trusted advisors. They bring objectivity and a variety of skills and expertise to the organization. They come from diverse areas such as finance, operations, IT, and engineering. Today's internal audit professionals are revered for their critical thinking and communication skills, as well as their general IT and industry-specific business knowledge.

Still, people often confuse internal auditors with accountants or external auditors (entities the organization engages to provide an annual review of the financial statements). The differences are significant:

INTERNAL AUDITORS	EXTERNAL AUDITORS
Typically employed by the organization (unless the function is outsourced or co-sourced) though independent of the activities they audit	Hired by the organization to provide a specific service
Broad focus: • Risk management • Corporate governance • Organizational objectives • Operational efficiency and effectiveness • Compliance with laws and policies • Accurate financial statements • And more!	More specific focus: • Accurate financial statements
Diverse backgrounds & skill sets: • Communication skills • Information technology • Data mining & analytics • Business & industry-specific knowledge • Accounting skills	Primarily accounting background & skills
Backward-looking & forward-looking	Backward-looking

Internal auditors are, to a great extent, key to an organization's success. They review the organization's processes, operations, and goals. They provide objective, professional advice to all levels of management and pave the path toward continuous improvement.

Competent internal auditors follow the profession's internationally accepted code of ethics and standards for professional practice. They identify the organization's greatest risks and plan audit coverage accordingly. To demonstrate their professionalism and competence, some internal audit practitioners choose to obtain professional certifications such as the globally recognized Certified Internal Auditor® or Certification in Risk Management Assurance™.

The most valuable and effective internal auditors stay abreast of business trends, constantly cast their eyes to the horizon to scan for signs of trouble, and are able to anticipate future challenges and risks.

The IIA sets the bar for internal audit integrity and professionalism around the world with its International Professional Practices Framework (IPPF), a collection of guidance that includes the *International Standards for the Professional Practice of Internal Auditing* and Code of Ethics.

Internal Audit Responsibilities

Internal auditors have a very important job to do — one with varied roles and responsibilities.

The internal audit function itself can vary greatly depending on the organization's size and industry. Some departments have hundreds of staff members working around the globe. Others have just one or two internal auditors. And some organizations outsource or co-source the internal audit function.

Depending on the structure, maturity, and resources of the function, internal auditors may perform some or all of the following tasks.

OFFER INSIGHT AND ADVICE – There are times when internal auditors' expertise, knowledge of controls, and broad perspective of the organization make them ideal candidates for consulting on a project to ensure that risks are considered and controls are built into a process on the front-end (e.g., mergers and acquisitions, new technology implementation). Internal auditors may offer insight regarding strategic risks and advice, though management must maintain ultimate responsibility for the processes in their area.

EVALUATE RISKS – Risks are everywhere (natural disasters, loss of key suppliers, reputation damage, inefficient operations, fraud, lawsuits, policy violations, regulatory compliance, theft, etc.). It's the internal auditor's job to assess the significance of the organization's many risks and the effectiveness of risk management efforts, communicate these to management and the board, and develop recommendations to improve risk management.

ASSESS CONTROLS – Internal auditors evaluate control efficiency and effectiveness and provide management and the board assurance that the controls in place are adequate to respond to the risks that threaten the organization.

ENSURE ACCURACY – Internal auditors ensure financial statement accuracy. They examine the reliability and integrity of financial and operational information.

IMPROVE OPERATIONS – With a solid understanding of the organization's objectives, internal auditors examine operations to determine whether they are efficient and effective.

PROMOTE ETHICS – Professional internal auditors agree to abide by a Code of Ethics that upholds the principles of integrity, objectivity, confidentiality, and competency. They raise red flags when they discover improper conduct.

REVIEW PROCESSES AND PROCEDURES – Internal auditors review operations closely and assess whether existing processes are well designed to help the organization achieve its goals.

MONITOR COMPLIANCE – Internal auditors assess the organization's compliance with applicable laws, regulations, and contracts to ensure that management is addressing these requirements adequately. They also offer insight into the impact that noncompliance would have on an organization and inform senior management and the board of noncompliance.

ASSURE SAFEGUARDS – The organization's tangible property, human resources, and intellectual property are valuable and must be guarded against potential damage. Internal auditors evaluate the procedures used to safeguard assets from theft, fire, illegal activities, or other types of loss. They bring deficiencies to light and make recommendations for enhanced protection.

INVESTIGATE FRAUD – Because fraud can affect any level of the organization, it's important that the board of directors grants the internal audit function access to all records and authority to conduct audits and investigate possible fraudulent behavior throughout the organization.

COMMUNICATE RESULTS – After auditing a particular area, internal auditors report their findings and recommend appropriate courses of action.

True Professionals

Internal auditors are well-disciplined in their craft, and they are committed to growing and enhancing their skills through continuing professional education. To fulfill all of their roles effectively, internal auditors must be accomplished in anticipating emerging issues and creating solutions. They must also have business acumen, critical thinking skills, and be excellent communicators who listen attentively, speak effectively, and write clearly.

Through their varied roles and responsibilities, internal auditors provide the organization tremendous value. They serve as the eyes and ears of senior management and the board. They are coaches, internal and external stakeholder advocates, risk and control experts, efficiency specialists, fact-checkers, and problem-solvers. They identify both risks and opportunities, and they tell it like it is.

It's certainly not easy, but for these skilled and competent professionals, it's all in a day's work.

"Internal auditors provide value to the organization through their firsthand knowledge of people and processes and the risks associated with these."

– Ofelia Tamayo, CIA
IIA member since 2006

The Institute of Internal Auditors

The IIA is a global professional association and standard-setting body for internal auditors worldwide. Established in 1941, The IIA serves as the world's leader in professional certification, education, research, and technical guidance for internal auditors.

The IIA is dedicated to providing extensive support and services to its 180,000 members, so they can continue to add value across the board. For additional information about the profession or The IIA, visit www.globaliia.org or contact PR@theiia.org.

The Institute of Internal Auditors

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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: May 6, 2014, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Resolution No. 26-2014 - amend the Fiscal Year 2014 Comprehensive Fee Schedule to include Code Compliance, Building, and Planning, Zoning, and Historic Preservation Divisions

SUMMARY:
The Resolution provides for a two tier fee schedule on property under the Foreclosure Registry Program and recovery costs associated with the Building and Planning, Zoning and Historic Preservation Divisions.

BACKGROUND AND JUSTIFICATION:
On September 12, 2013, the City Commission adopted Resolution No. 41-2013 establishing the fees for City services and other charges for Fiscal year 2013-2014. The effective date of the charges was October 1, 2013. Since then amendments to the Fee Schedule have been made as staff continues to review and modify the fees as requested by both the City Commission and public or to better serve the City.

On May 6, 2014, the City Commission will take action on Ordinance No. 2014-16 amending the City's Foreclosure Registry Program. The amendment requires fees associated with the program to be established by resolution. Staff proposes a $200 annual fee for registering foreclosed, vacant and abandoned improved properties and a $150 annual fee for registering all unimproved properties. In addition, the Building Division requires establishment of a servicing/processing fee to recoup its cost of service, which is proposed to be $25, and the Planning, Zoning and Historic Preservation Division requires a cost recovery fee for recouping the costs for outside professional expertise or consultants required to review development applications.

MOTION:
I move to approve/not approve Resolution No. 26-2014.

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

RESOLUTION NO. 26-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AND AUTHORIZING THE REVISIONS TO THE FISCAL YEAR 2013-2014 COMPREHENSIVE SCHEDULE OF FEES AND SERVICE CHARGES TO PROVIDE FOR A TWO (2) TIER FEE UNDER THE FORECLOSURE REGISTRY PROGRAM; AN ADMINISTRATIVE SERVICING/PROCESSING FEE FOR THE BUILDING DIVISION; AND A COST RECOVERY FEE FOR RECOUPING ACTUAL CONSULTANT COSTS INCURRED BY THE CITY DURING DEVELOPMENT APPLICATION REVIEWS, AMENDING RESOLUTION NOS. 41-2013, 61-2013, 68-2013, 05-2014, 09-2014 AND 19-2014; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS**,** the City Commission adopted Resolution No. 41-2013 on September 13, 2013 establishing the original schedule of fees and charges for the 2013-2014 fiscal year for City services, as later amended by Resolutions 61-2013, 68-2013, 05-2014, 09-2014 and 19-2014; and

WHEREAS, the City desires to amend the City-wide fee schedule to provide an annual boat trailer parking permit fee for Florida residents; and

WHEREAS, the City desires to further amend the City-wide fee schedule to provide for a two (2) tier fee for registering foreclosed, abandoned, vacant and unimproved properties under the Foreclosure Registry Program; an administrative servicing/processing fee for the Building Division when the division is responsible for intake and permit tracking for applications that are not a building permit; and a cost recovery fee for recouping actual consultant costs incurred by the City during development application reviews, which require outside professional expertise or supplemental consultant services to adequately process the application; and

WHEREAS, the revised schedule of fees and charges for City services serves a valid public purpose.

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

<u>SECTION 1</u>: The foregoing recitals are incorporated into this Resolution as true and correct statements.

<u>SECTION 2</u>: The revised schedule of fees and charges for City services is attached hereto as Exhibit “A” and incorporated herein is hereby adopted.

<u>SECTION 3</u>: Except as revised herein all other fees and charges for City services adopted by the City remain unchanged.

<u>SECTION 4</u>: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

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

SECTION 6: This Resolution shall become effective upon its adoption.

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

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

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 6th day of May, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

EXHIBIT A

CITY OF LAKE WORTH

SCHEDULE OF FEES AND CHARGES FOR SERVICES

EFFECTIVE – FY 2013-2014

- Original Adoption of Fee Reso # 41-2013 (9/12/13) Effective 10/1/2013
- Amendment 1 – Resolution # 61-2013 – November 5th 2013
- Amendment 2 – Resolution # 68-2013 – December 3rd 2013
- Amendment 3 - Resolution # 05-2014 – January 7th 2014
- Amendment 4 - Resolution # 14-2014 – March 18th 2014
- Amendment 5 - Resolution # 19-2014 – April 15th 2014
- Amendment 6 - Reso # XX-2014 Pending CC Approval– May 6th 2014

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Registration of Unimproved Vacant Properties ….....1

BUILDING DIVISION

Administrative Fees for Servicing & Processing Non-Building Permits.....2

BUILDING DIVISION

Recovery Costs for Consultant & Professional Services.....3

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EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
COMMUNITY SUSTAINABILITY	**Code Compliance - Foreclosure Registry Program**	**Costs**
Registration of Foreclosed, Abandoned, Vacant Properties	Registration of Foreclosed, Abandoned, and/or Vacant Properties	$200 Annually
	Registration of Unimproved Vacant Properties	$150 Annually
Footnote / Explanation		

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
COMMUNITY SUSTAINABILITY	**Building Division**	**Costs**
Administrative Servicing and Processing	Administrative Fee for Servicing and Processing Applications that are not Building Permits	$25 per item
Footnote / Explanation		

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EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
COMMUNITY SUSTAINABILITY	**Planning, Zoning & Historic Preservation (LDRs)**	**Costs**
Cost Recovery for Consultant and Professional Services	Recovery of actual costs incurred related to outside professional assistance or expert consultants to review development applications.	Applicant to Pay Actual Cost of Service Provided

Footnote / Explanation	

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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: May 6, 2014, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2014-17 - First Reading - amend Use & Occupancy and revocation of business license requirements and schedule the public hearing date for May 20, 2014

SUMMARY:
The Ordinance provides for Use & Occupancy inspections every three years, at a minimum, and provides for the revocation of a business license if the inspection did not take place.

BACKGROUND AND JUSTIFICATION:
In September of 2011, the City drastically overhauled its Use & Occupancy Program affording an annual inspection process for commercial properties and a biennial inspection for residential rentals. Subsequently, the program was modified again in January 2014 to combine it with the City's Business Tax Receipt Program to establish a Lake Worth Business License.

With the changes that were made to the program in January, there is no longer a need for the required inspections to take place as often as was originally established. As the program becomes more effective and efficient, inspections of on-going business and residential rental operations every three (3) years is more than sufficient to ensure public safety and general welfare. Should a property or business operation become a code compliance issue or a nuisance in the intervening years between inspections, a notice of violation can be issued and an inspection can be required through a stipulation from the Special Magistrate. The reduction in the number and frequency of required inspections also will allow Code Compliance more time and resources to focus on the worst first properties, businesses and residential rentals.

MOTION:
I move to approve/not approve Ordinance No. 2014-17- on first reading and schedule the public hearing date for May 20, 2014.

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

ORDINANCE NO. 2014-17 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 14, “BUSINESS TAX RECEIPTS AND BUSINESS REGULATIONS”, SECTION 14-35, “USE AND OCCUPANCY CERTIFICATES AND INSPECTIONS REQUIRED”, TO CLARIFY THE REQUIREMENTS FOR CERTAIN INSPECTIONS; PROVIDING A SAVINGS CLAUSE, A CONFLICTS CLAUSE, A CODIFICATION CLAUSE, AND A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to the home rule powers of the City of Lake Worth (“City”) granted by Chapter 166, Florida Statutes, the City has the authority to exercise its police powers and regulatory powers to protect the health, safety and welfare of its citizens; and

WHEREAS, the city commission has determined that existing businesses and rental residential units may not require inspection every year or every other year; and

WHEREAS, the City has determined that the adoption of this Ordinance will serve to protect the public health, safety and welfare and serves a valid public purpose.

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

SECTION 1. The foregoing “WHEREAS” clauses are true and correct and are hereby ratified and confirmed by the City Commission.

SECTION 2. The existing Chapter 14, “Business Tax Receipts and Business Regulations”, Section 14-35, “Use and occupancy certificates and inspections required”, is hereby amended as follows:

Sec. 14-35. Use and occupancy certificates and inspections required.

(a) It shall be unlawful for any person either directly or indirectly to engage in or to conduct any business, profession or occupation in the city at a given location or premises without a use and occupancy inspection as required herein.

(b) A use and occupancy inspection shall be required of persons or businesses:

(1) Upon the application for a new use and occupancy certificate; or

(2) Upon request of law enforcement, fire prevention, code compliance or building official as necessary to maintain the public health, safety and welfare at a given location or premises; or

(3) Upon a new owner obtaining title to a property on which a business, profession or occupation is conducted;

(4) ~~Annually~~ Every third year for all existing commercial and industrial properties;

(5) ~~Biennial (every other year)~~ Every third year for single family, multiple family, townhome or condominium unit(s) or other dwelling unit(s) being rented as residential dwelling units;

(6) Upon re-location of a business or transfer of a local business tax receipt to a new location; or,

(7) As otherwise required by this code.

If the City is denied access to the premises to conduct the use and occupancy inspection then a Use and Occupancy Certificate shall not be issued, shall not be renewed, and/or shall be revoked and the person/business shall be subject to the penalties set forth in this Article, including, but not limited to the revocation of the Lake Worth Business License.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

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

SECTION 5. Codification. The sections of the ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

SECTION 6. 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 6th day of May, 2014.

The passage of this Ordinance on second reading was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to 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 20th day of May, 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: May 6, 2014, Regular Meeting **DEPARTMENT:** Leisure Services

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2014-18 – First Reading – amend City park and recreational facility regulations and schedule the public hearing date for May 20, 2014

SUMMARY:
The Ordinance amends language, requirements, and restrictions to conform with federal and state laws and provide for more efficient and effective operations.

BACKGROUND AND JUSTIFICATION:
After the completion of the Lake Worth Beach Complex re-development project there is a necessity to update park regulations to better match the property to ensure the proper use and enjoyment of all visitors. Additionally, staff found that it is in the interest of the public health, safety and welfare that certain controls and regulations be placed on persons using public park and recreational area and municipal beach area resources to ensure maximum enjoyment of such resources by the general public, protect and preserve natural and man-made park resources, and reduce the risk of injury to those using such areas.

MOTION:
I move to approve/not approve Ordinance No. 2014-18 on first reading and schedule the public hearing date for May 20, 2014.

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

ORDINANCE NO. 2014-18 OF THE CITY OF LAKE WORTH, FLORIDA, RENAMING, REORGANIZING AND AMENDING CHAPTER 7, ARTICLE I, TO CREATE REGULATIONS FOR CITY PARKS AND RECREATIONAL FACILITIES; AMENDING CHAPTER 7 TO CREATE ARTICLE VI, ENTITLED "MUNICIPAL BEACH AREA AND MUNICIPAL BEACH" TO CREATE REGULATIONS FOR THE MUNICIPAL BEACH AREA; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the recreational use of the public parks and recreation areas and the municipal beach area is a treasured asset of this City which is afforded to the public at large, including residents of and visitors; and

WHEREAS, the city's parks, recreation areas, and municipal beach area are popular destinations for with both visitors and permanent residents;

WHEREAS, the manner, mode, type and degree of public uses of the City's parks and recreation areas and the municipal beach area resources sometimes conflict and must be reasonably reconciled to insure the maximum enjoyment of park and municipal beach resources by all persons; and

WHEREAS, parks and recreation areas and the municipal beach area resources, both natural and man-made, should be preserved for future generations of park visitors; and

WHEREAS, it is necessary to amend Ordinance 2004-22, to conform with federal and state law and to provide for more efficient and effective operations of City parks and recreation areas and the Lake Worth Municipal Beach area;

WHEREAS, the City of Lake Worth has invested significant monies to improve its parks, recreation areas and municipal beach area;

WHEREAS, the city wishes to maintain the charm and beauty of these locations and the safety and the protection of the environment, visitors and residents; and

WHEREAS**,** it is in the interest of the public health, safety and welfare that certain controls and regulations be placed on persons using public park and recreational area and municipal beach area resources to ensure

maximum enjoyment of such resources by the general public, protect and preserve natural and man-made park resources, and reduce the risk of injury to those using such areas.

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

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

Section 2. Chapter 7, Article I, is hereby renamed and amended as follows:

ARTICLE I. ~~IN GENERAL~~ PARKS AND RECREATIONAL FACILITIES

~~**Sec. 7-1. Hours for parks.**~~

~~(a) It shall be unlawful for any person to enter and go upon any park grounds in the city during times when said grounds are not opened for the public use. The park grounds to be closed and the hours of closing shall be established by resolution of the city commission subject to amendment from time to time in the discretion of the city commission.~~

~~(b) Entry onto park grounds during hours at which such park is closed shall be deemed a trespass in violation of this article and punishable under the provisions of section 1-6 of this Code.~~

~~(c) Park hours shall be adequately posted on the park grounds. It shall not be a defense to a prosecution under this section that the person charged had no actual knowledge of the park hours.~~

Sec. 7-1~~.1.~~ Definitions.

For the purposes of this article, the following words shall have the meaning ascribed to them below:

~~*Park* shall mean a park, reservation, playground, beach, recreation center or any other area in the city owned by the city and devoted to active or passive recreation.~~

~~*Recreation director* is the director of the city recreation department appointed by the city manager~~.

Park, *park grounds* or *recreation facility* or *recreational facility area* shall mean a park, playground, gymnasium, athletic field or court, recreation center or any other area in the city owned by the city and devoted to active or passive recreation, but for purpose of this article shall not include the municipal beach area which is specifically regulated by chapter 7, article VI of this code.

Vehicle shall mean any wheeled conveyance which is motor-powered, animal-drawn or self-propelled device designed and used for the purpose of transporting or moving any person or property from one place to another but not operated upon rails or guide way, including but

not limited to the following: automobiles, motorcycles, trucks, motorcycles, motorized scooter, mini bike; all-terrain vehicles (ATVs), golf carts, low-speed vehicle, moped scooter or other similar vehicle. The term shall include any trailer in tow of any size, kind or description. Exception is made for baby carriages and vehicles in service of the city or its authorized law enforcement and fire agency.

~~Sec. 7-2. Fishing from bridge, old bridge structures, causeways.~~

~~It shall be unlawful for any person to fish from the Lake Worth Bridge (SR 802), commonly known as the "Robert A. Harris Bridge," by any means and at any time.~~

Sec. 7-2. Hours for parks.

(a) It shall be unlawful for any person to enter and go upon any park grounds in the city during times when said grounds are not opened for the public use. The park grounds to be closed and the hours of closing shall be established by resolution of the city commission subject to amendment from time to time in the discretion of the city commission.

(b) Entry onto park grounds during hours at which such park is closed shall be deemed a trespass in violation of this article and punishable under the provisions of section 1-6 of this Code.

(c) Park hours shall be adequately posted on the park grounds. It shall not be a defense to a prosecution under this section that the person charged had no actual knowledge of the park hours

~~Sec. 7-3. Compliance with regulations posted at beach; obedience to lifeguards.~~

~~(a) It shall be unlawful for any person to swim in the waters of the Atlantic Ocean which lie east of the city, specifically the municipal ocean beach owned by the city, except and unless such person complies with the notices posted on such beach by the city.~~

~~(b) It shall be unlawful for any person to disobey any reasonable command of a duly employed lifeguard of the city that is designed to protect the public and/or public property in the use of the municipal ocean beach.~~

Sec. 7-3. Fishing from bridge, old bridge structures, causeways.

It shall be unlawful for any person to fish from the Lake Worth Bridge (SR 802), commonly known as the "Robert A. Harris Bridge," by any means and at any time.

~~Sec. 7-4. Swimming at beach when no lifeguard on duty.~~

~~It shall be unlawful for any person to swim in the waters of the municipal beach when an official lifeguard of the city is not on duty at the beach.~~

~~Sec. 7-5. Bathing in public pool or place.~~

~~(a) *Swimming with infectious disease.* It shall be unlawful for any person afflicted with an infectious, contagious or communicable disease, to swim, wade, or bathe in the City's public pool or any fountain, body of water or place within the city limits.~~

~~(b) *Compliance with posted regulations.* It shall be unlawful for any person to beach or bathe in a public place in a manner contrary to the City's posted regulations.~~

Sec. 7-~~6~~5. Use of bicycles, roller skates, skateboards or other type of coaster vehicles.

(a) It shall be unlawful for any person to ride a bicycle, roller skates, a skateboard or other type of coaster vehicle upon any sidewalk or other pedestrian way located in the city's beach and casino areas, and in the downtown area of the city, bounded on the north by the northern boundary of the right-of-way known as Second Avenue North, on the west by the western boundary of the right-of-way known as A Street, on the south by the southern boundary of the right-of-way known as First Avenue South and on the east by the eastern boundary of the right-of-way known as Golfview Lane.

(b) It shall be unlawful for any person to ride a bicycle, roller skates, a skateboard or other type of coaster vehicle upon or within the bandshell at Bryant Park or upon any bench, table, bleacher seat, stadium seat, or upon or within any other building or structure not designed and posted for such use within any public park of the city.

~~Sec. 7-7. Dangerous activities prohibited at beach.~~

~~It shall be unlawful for any person at the city's beach area to engage in any dangerous activity, except in areas specifically designated for such activities. As used herein, "dangerous activity" includes, but is not necessarily limited to, the throwing or catching of a ball, disk, or other object; the ignition or discharge of fireworks as that term is defined by section 791.01, Florida Statutes; or open fires, or the ignition of fuel in a grill or other container. Bonfires and open fires are permitted only when sponsored by the city and under the supervision of the fire department.~~

Sec. 7-~~8~~6. Operation of vehicles confined to roads.

No person in a park shall drive any vehicle on any area except the established park roads or parking areas, or such other areas as may on occasion be specifically designated and posted as temporary parking,

exhibition or vending areas by the ~~recreation director in consultation with the police chief~~ city.

Sec. 7-~~9~~7. Prohibition against vending and peddling.

(a) No person in a park or recreational facility shall expose or offer for sale, lease or barter any article or thing, nor shall he/she station or place any stand or vehicle for the transportation, sale or display of such article or thing. Exception is here made as to any properly licensed licensee or concessionaire acting ~~by the permission of the recreation director in consultation with the police chief~~ pursuant to a lawful agreement with the city.

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

(c) No person shall advertise or offer for sale any article, material, or service, nor place any stand, cart, or vehicle for the transportation, sale, trade or display of any article, material or service for sale or trade within any park or recreational area unless in conjunction with a permitted use of a reserved park or recreational facility area, with prior written agreement of the city and with proper licensing.

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

(e) No person shall utilize any park property to facilitate a commercial operation, whether land-based or from a vehicle or the water, without authorization from the leisure services director or his/her designee and proper licensing from the city.

~~**Sec. 7-10. Surfing.**~~

~~It shall be unlawful for any person to surf between the hours of 9:00 a.m. and 5:00 p.m., except in an area designated therefor; provided that during inclement weather when there are no people swimming at the beach and the chief lifeguard has determined that surfing would not jeopardize the public safety, surfing shall be allowed in all areas.~~

~~**Sec. 7-11. Operation of boats near beach.**~~

~~It shall be unlawful for any person to operate, or cause to be operated, any private or commercial boat, vessel or other seagoing craft for any purposes within two hundred fifty (250) feet of the shore of the municipal beach owned by the city. For purposes of this section, the two hundred fifty (250) feet shall be measured at right angles from the mean low water mark of the Atlantic Ocean.~~

~~**Sec. 7-12 Sitting, standing and running on the railings.**~~

~~There shall be no sitting, standing or running on the railings at the beach. Also prohibited are skateboarding and rollerblading on the railings.~~

~~**Sec. 7-13. Other rules and regulations.**~~

~~The city commission may, by resolution, establish other rules and regulations for the use of, or for conduct within, any or all of the city parks. Any person who violates any such rule or regulation shall be deemed to have violated this section and shall be subject to the penalties set forth in section 1-6; provided, that if a rule or regulation established by resolution is not also established by ordinance, the violator shall first be informed that his or her conduct is in violation and shall be given a reasonable opportunity to cease and desist such conduct.~~

Sec. 7-8. - Preservation of Property and Natural Features.

No person shall injure, deface, disturb or befoul any part of any park or recreational area or any building, sign, equipment or other property, located thereon; nor shall any tree, flower, shrub, rock or other mineral be removed, injured or destroyed.

Sec. 7-9. - Plant and wildlife protection and preservation.

(a) Within any park or recreational area, no person shall cut, carve, or injure the bark or break off limbs or branches or pick the flowers or seeds, of any tree, plant or shrub, nor shall any person dig in or otherwise disturb grass areas, or install any vegetation, or in any other way injure or impair the natural beauty or usefulness of any area, nor shall any person pile debris or material of any kind on or about any tree or plant, or attach any rope, wire, or other contrivance therein, whether temporary or permanent in character or use, without prior approval by the leisure services director. No person shall tie or hitch any animal to any tree or plant on any park or recreational area.

(b) No person shall sit, stand, lie, or otherwise trample upon any flower garden, flower bed, hedge, planter, bushes, or planting areas.

(c) No person shall remove, molest, harm, frighten, kill, trap, hunt, chase, shoot or throw any object at any animal, nor shall any person remove or possess the eggs, nests or young of any wild animal whether alive or dead without prior approval from the director.

(d) It shall be unlawful for any person to knowingly interfere with or damage any humane animal trap owned by the department, or another county department or agent, or to molest or release any animal caught therein.

(e) In accordance with both federal and state law, no person shall disturb or handle any sea turtles, their eggs or their nests

Sec 7-10. Regulation of Conduct in Parks and Recreation Areas.

In addition to the regulations contained in secs. 7-1 through 7-7 of this article, the following regulations shall apply to all parks and recreation facilities. Conduct relating specifically to the municipal beach area shall be proscribed by Chapter 7, Article VI of this Code.

(a) Fires.

(1) Ground or Bonfires—Ground fires and bonfires are prohibited in all parks and recreation areas.

(2) *Personal Grills*—The use of personal grills in park areas is prohibited. Any grilling is restricted to and shall occur only on city provided BBQ grills which shall be available on a “first come, first serve basis”.

(3) Use of City Grills—BBQ Grills provided by the city are designed for use with charcoal only. The use of wood or other flammable materials in such grills is prohibited. Visitors are responsible for insuring that their fire in the city BBQ grill is properly monitored and extinguished before they leave the area.

(4) No person shall drop, throw, or otherwise deposit lighted matches, burning cigarettes or cigars, or other flammable material within any park property.

(b) Recreational activity areas. Areas designated or intended for use by the public as recreational areas such as horseshoe pits, athletic courts, shuffleboard courts, fields, gymnasiums, tot lots, and playgrounds shall not be used for any unintended non-recreational purpose unless approved by the City.

(c) Restrooms. Restrooms or washrooms intended or designated for use by the public shall be used for their intended purpose.

(d) *Public Use.* No person shall utilize any park, park grounds or recreational facility property in a manner as to exclude or interfere with its use by other persons.

(e) Climbing upon park or recreational facility property. No person shall climb, stand or sit upon monuments, vases, fountains, railings, fences or upon any other property not designated or customarily used for such purposes.

(f) Pollution of waters. No person shall throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay or other body of water within any park property any substance, matter or thing, liquid or solid, which will or may result in the pollution of said waters.

(g) Refuse, trash and litter. Park and recreational facility patrons are responsible at all times for proper disposal of their trash. Any trash generated outside park and recreation facilities may not be disposed of inside the park or in any park or recreational facility. No person shall dump or deposit any bottles, broken glass, ashes, printed material, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash upon any park property. Persons shall place all bottles, broken glass, ashes, printed material, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash in the proper receptacles where provided; where receptacles are not provided, same shall be carried away from park or recreational facility property by the person or persons responsible for its presence and properly disposed of elsewhere.

(h) Animals.

(1) Except in specified areas, domesticated animals, except those considered to be a nuisance, are permitted within park property. Said animals must be restrained at all times at a distance of not greater than six (6) feet in length from their handler. For purposes of this section, nuisance shall mean an animal that habitually barks, whines, howls or causes other objectionable noise resulting in a serious annoyance; or an animal that disturbs the peace by habitually or repeatedly destroying, desecrating or soiling park property, chasing persons, cars or other vehicles, running at large, or other behavior that interferes with the reasonable use and enjoyment of the park property.

(2) No person shall bring into, nor allow to enter, any park property any non-domesticated animals including, but not limited to cattle, mules, swine, sheep, goats, fowl or reptiles except where, in conjunction with projects sponsored by the city or in conjunction with a city approved Special Event where approval is received from the director of leisure services and are subject to containment or restraint.

(3) No person shall bring into, nor allow to enter, any park property any dangerous dog, as defined in Ordinance No. 98-22, the Palm Beach County Animal Care and Control Ordinance, as it may be amended.

(i) Camping. No person shall camp within any park property**.**

(j) Fireworks and explosives.

(1) No person shall bring into or have in his possession, or set off or otherwise cause to explode or discharge or burn within any park property any firecrackers, torpedoes, rockets or other fireworks or explosives of flammable material, or discharge them or throw them onto any park property from land or water adjacent thereto. Parents or guardians shall be held strictly responsible and accountable for the actions of minors.

(2) Fireworks shall be permitted at a city sponsored, co-sponsored special event carried out in a park or recreational facility subject to full compliance with state law and county fire code or other applicable county or city ordinances which regulate said fireworks display.

Sec. 7-9. Regulation Exceptions.

All government activities, including those of the city's designated law enforcement officers and fire rescue personnel, carried out in the ordinary course and scope of their employment, shall be exempt from the provisions of this article. Acts or conduct prohibited by the rules shall be permitted when approved by the leisure services director or his/her designee and occurring in conjunction with city-sponsored, co-sponsored, or city-approved special events, including but not limited to, promenade, plant shows and home shows.

Sec 7-10. Habitual Violators.

Any person determined by the city or its designated law enforcement officers or fire rescue personnel to be a habitual violator of this article may be ordered to remain out of city parks or recreational facilities for a period of time not to exceed six (6) months. Habitual violator, for purposes of these rules and regulations, shall be defined as any person that has been ordered by the Department of Leisure Services Director, Code Enforcement Officers and those designated by the city to enforce its Code of Ordinances or its designated law enforcement officers or fire rescue personnel to leave a city park or recreational facility three (3) times within any twelve-month period.

Sec. 7-11. Other rules and regulations.

The City commission may, by resolution, establish other rules and regulations for the use of, or for conduct within, any or all of the city parks. Any person who violates any such rule or regulation shall be deemed to have violated this section and shall be subject to the penalties set forth in section 1-6; provided, that if a rule or regulation established by resolution is not also established by ordinance, the violator shall first be informed that his or her conduct is in

violation and shall be given a reasonable opportunity to cease and desist such conduct.

Secs. 7-12—7-16. Reserved.

Section 3. Chapter 7 is hereby amended by adding a new article, Article VI, entitled "Municipal Beach Area and Municipal Beach" as follows:

ARTICLE VI. MUNICIPAL BEACH AREA AND MUNICIPAL BEACH

Sec. 7-55. – Definitions.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning:

City shall mean the City of Lake Worth, Florida.

Motor vehicle or vehicle shall mean any self-propelled motorized device designed and used for the purpose of transporting or moving any person or property from one place to another but not operated upon rails or guide way, including but not limited to the following: automobiles, motorcycles, trucks, motorcycles, motorized scooter, mini bike; all-terrain vehicles (ATVs), golf carts, low-speed vehicle, moped scooter or other similar vehicle. But does not include any recreational or park transportation service operated or authorized by the city or its authorized law enforcement agency.

Municipal beach means the sand beach and adjacent water area consisting of the property located west of Atlantic Ocean and east of the crest of the dunes located within the boundaries of the City of Lake Worth.

Municipal beach area shall mean the property located east of S.R. AIA, including but not limited to, all the public rights-of-way, streets, roads, pathways, sidewalks, stairs, parking lots, alleys, plant beds, plazas, picnic facilities, restrooms, seawalls, playground, the Casino Building, municipal swimming pool, pier, municipal beach and the waters of the Atlantic Ocean within the boundaries of this City, and including all sidewalks along the outer perimeters of such areas

Sec 7-56. Hours.

(a) It shall be unlawful for any person to enter and go upon the municipal beach area during times when said grounds are not opened for the public use. The park grounds to be closed and the hours of closing shall be established by resolution of the city commission subject to amendment from time to time in the discretion of the city commission.

Exemption- No person shall remain in the municipal beach area after the hours of operation, except if they are a patron or employee of one of the Casino Building or Lake Worth Pier businesses or a guest or employee at a Casino Ballroom event, or an employee or vendor at a City

approved special event which has hours that extend beyond the daily hours of operation for the municipal beach area.

(b) Entry into the municipal beach area during hours at which such park is closed shall be deemed a trespass in violation of this article and punishable under the provisions of section 1-6 of this Code.

(c) Park hours shall be adequately posted on the park grounds. It shall not be a defense to a prosecution under this section that the person charged had no actual knowledge of the park hours.

Sec. 7-57. - Preservation of Property and Natural Features.

No person shall injure, deface, disturb or befoul any part of the municipal beach area or any building, sign, equipment or other property, located thereon; nor shall any tree, flower, shrub, rock or other mineral be removed, injured or destroyed.

Sec. 7-58. - Garbage, trash, litter, sewage and other waste materials.

(a) Municipal beach area patrons are responsible at all times for proper disposal of their garbage, trash, litter and other waste materials.

(b) No person shall deposit, permit or suffer to be deposited in any part of any the municipal beach area, any garbage, ashes, sewage, refuse, trash, litter, including, but not limited to, cigarettes, cigars, tobacco, paper, bottles, cans, containers, syringes, sanitary products, diapers, or any waste material whatsoever, or any product or thing not indigenous to the beach or surrounding recreational area other than in receptacles or pits provided for the proper disposal of such materials; nor shall any person dump any earth within the municipal beach area. Where public receptacles are not provided, all trash, litter, refuse and garbage shall be carried away from the municipal beach area by the person responsible for its presence and properly disposed of elsewhere in an appropriate receptacle.

(c) No person shall bring into or cause to be brought onto the municipal beach area from outside boundaries, any garbage, ashes, sewage, refuse or depositing in any manner within the municipal beach area.

(d) No person shall, discharge into, throw, cast, lay, drop or leave in any body of water located on or adjacent to the municipal beach area, storm sewer or drain flowing into or through the municipal beach, any substance, matter or thing, either liquid or solid, which

may or shall result in the pollution of the same within the park to such an extent as to unreasonably or improperly prevent or interfere with, or lessening to an improper or unreasonable degree, the use of said lake, river, brook or stream for recreational or other proper park uses, or as to endanger the health of visitors in the park in the proper use and enjoyment of the same.

Sec. 7-59. - Plant and wildlife protection and preservation.

(a) Within the municipal beach area, no person shall cut, carve, or injure the bark or break off limbs or branches or pick the flowers or seeds, of any tree, plant or shrub, nor shall any person dig in or otherwise disturb grass areas, or install any vegetation, or in any other way injure or impair the natural beauty or usefulness of any area, nor shall any person pile debris or material of any kind on or about any tree or plant, or attach any rope, wire, or other contrivance therein, whether temporary or permanent in character or use, without prior approval by the leisure services director. No person shall tie or hitch any animal to any tree or plant on the municipal beach area property.

(b) No person shall remove, molest, harm, frighten, kill, trap, hunt, chase, shoot or throw any object at any animal, nor shall any person remove or possess the eggs, nests or young of any wild animal whether alive or dead without prior approval from the director.

(c) It shall be unlawful for any person to knowingly interfere with or damage any humane animal trap owned by the department, or another county department or agent, or to molest or release any animal caught therein.

(d) In accordance with both federal and state law, no person shall disturb or handle any sea turtles, their eggs or their nests

Sec. 7-60. - Fires.

No person shall start a fire in any the municipal beach area, except small fires for cooking purposes at stationary municipal beach area grills, approved for such purposes.

Sec. 7-61. - Fireworks.

No person, except those authorized by the city in the course of a City approved special city event shall possess or discharge any type of fireworks within the municipal beach area.

Sec. 7-62. Camping.

No person shall establish or maintain any camp or other temporary lodging place at the municipal beach area.

Sec. 7-63. Disorderly Conduct.

No person shall engage in the following conduct:

1) No person shall enter and use a restroom or washroom designated for the opposite sex, unless a child accompanied by a guardian, parent or caregiver.

2) No person shall play games of chance within any portion of the municipal beach area.

3) No person shall, by means of any physical act, obstruct, resist or abuse any law enforcement officer acting on behalf of the city, agent of the leisure services department, or city parking enforcement officer in order to hinder him in the lawful discharge of his duties.

4) No person shall, sit, stand or lie upon, or climb upon or over, any balustrade, railing, fence, wall, roof, statue, monument, fountain, bush or tree.

Sec. 7-64. Criminal Trespass.

(a) No person shall remain within any park, recreation or municipal beach site who does not abide by conditions adopted and posted by the city for the preservation of good order and the protection of property within the park. No person shall remain within the municipal beach site who does not abide by the instructions and directions of the duly authorized peace officers or agents of the city, in the lawful performance of their duties. No person shall enter any building that is closed or not available for the public use including, but not limited to, lifeguard towers. Any person directed by the law enforcement agency designated by the city or agent of the leisure services department to leave the park, recreation or municipal beach area shall do so promptly and peaceably.

(b) All persons who take part in any specialized activities for which there is a fee, rental or admission charge must abide by the posted regulations adopted by the city for those specialized activities. No person shall be allowed within the confines of those specialized activities unless they have first paid the fee, rental or admission charge.

(c) No person shall remain in or use any part of the municipal beach area during the times these areas are closed.

(d) No person shall swim, bathe, wade or enter into any waters at the municipal beach where prohibited or in a manner contrary to regulations prescribed by the City.

(e) No person shall fish in any waters in any park or the municipal beach contrary to regulations set forth by the city or in areas where fishing is prohibited by the city.

(f) No person or group of persons shall loiter, as defined in F.S. sec. 856.021 or 856.022, in or near any building, restroom, outdoor shower, picnic area, play area or structures or in or near a motor vehicle or vehicles, on or about a motorcycle or cycles, or on or about bicycles at the municipal beach area.

Sec. 7-65. Traffic Regulations.

(a) No person shall drive, propel or cause to be driven or propelled along or over any road within any park, any vehicle at a greater rate of speed than posted, and in any event, not more than twenty-five (25) miles per hour.

(b) No person shall use, operate or propel or cause to be used, operated, or propelled a hang glider, power glider, powered paraglider, parachutes, motorized parasail or any other similar craft that flies overhead, except for hot air balloons, airplanes, jets and/or helicopters, on or within three hundred (300) feet of any municipal beach area within the limits of the City.

(c) No person shall park or store any motor vehicle, motorcycle, bicycle, wagon or other vehicle within the municipal beach area except in places designated for such purposes.

(d) At no time shall footpaths or walks designated for pedestrian travel be used for vehicular travel. Motor vehicles shall be restricted to roadways established for such purposes, except where for use by lifeguards, authorized City law enforcement personnel, city parking enforcement or emergency vehicles when required to respond to an emergency.

(e) No motor vehicles shall be driven upon the municipal beach, except where for use by lifeguards, authorized law enforcement personnel, or emergency vehicles, maintenance vehicles, and vehicles used to transport injured and disabled persons authorized by the city.

(f) All ordinances of the City with respect to vehicles shall be in full force and effect in the parks of said City.

(g) No person shall ride any horse or other animal within any park and recreation site, except upon bridle paths designated as such.

(h) Anyone requested to do so must move out of the way of the City's designated law enforcement officers, beach patrol, park enforcement, or other City Service vehicles.

Sec. 7-66. Use of bicycles, roller skates, skateboards or other type of coaster vehicles.

(a) It shall be unlawful for any person to ride a bicycle, roller skates, a skateboard or other type of coaster vehicle or similar device upon any sidewalk or other pedestrian way located in the municipal beach area.

(b) It shall be unlawful for any person to ride a bicycle, roller skates, a skateboard or other type of coaster vehicle upon any bench, table, ramp, stairway, fountain, handrail, ledge, street furniture, seawall, dock, planter, ramp, playground equipment, or any other improvement, or upon or within any other building or structure not designed and posted for such use within the municipal beach area, or on or over any landscaped area, including, but not limited to, grass, shrubbery, or flower beds.

Sec. 7-67. Surfing.

It shall be unlawful for any person to surf between the hours of 9:00 a.m. and 5:00 p.m., except in an area designated therefor; provided that during inclement weather when there are no people swimming at the beach and the chief lifeguard has determined that surfing would not jeopardize the public safety, surfing shall be allowed in all areas.

Sec. 7-68. Boats

(a) It shall be unlawful for any person to operate, or cause to be operated, any private or commercial boat, vessel or other seagoing craft for any purposes within two hundred fifty (250) feet of the shore of the municipal beach owned by the city. For purposes of this section, the two hundred fifty (250) feet shall be measured at right angles from the mean low water mark of the Atlantic Ocean.

(b) It shall be unlawful for any person to store, leave or park any boat on the municipal beach or in the municipal beach area.

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

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

(b) No person shall advertise or offer for sale any article, material, or service, nor place any stand, cart, or vehicle for the transportation, sale, trade or display of any article, material or service for sale or

trade within any park area unless in conjunction with a permitted use of a reserved portion of the municipal beach area with prior approval of the leisure services director and without valid licensing.

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

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

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

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

Sec. 7-70. - Animal Regulations.

(a) No person shall herd, graze or permit to run at large within the municipal beach area any cattle, horse, mule, donkey, goat, swine, sheep or other animal, or any poultry or other fowl.

(b) No person shall bring into, nor allow to enter, any park property any non-domesticated animals including, but not limited to cattle, mules, swine, sheep, goats, fowl or reptiles except where, in conjunction with projects sponsored by the city or in conjunction with a city approved special event where approval is received from the director of leisure services and is subject to containment or restraint.

(c) No person shall bring into or have on the municipal beach, any cat, dog, pet of any kind or other animal except a service animal trained to provide assistance to an individual with a disability. However, any cat, dog or other domesticated animal shall be

allowed on the sidewalk and grassy area of the municipal beach area between the eastern curb of State Road A1A and western base of the dune for the entire length of the municipal beach and shall be on a leash. Said animals must be restrained at all times at a distance of not greater than six (6) feet in length from their handler.

(d) No dogs or cat or other domesticated animal, otherwise allowable under this section, that is considered to be a nuisance, shall be permitted within the allowed portion of the municipal beach area. For purposes of this section, nuisance shall mean an animal that habitually barks, whines, howls or causes other objectionable noise resulting in a serious annoyance; or an animal that disturbs the peace by habitually or repeatedly destroying, desecrating or soiling municipal beach area property, chasing persons, cars or other vehicles, running at large, or other behavior that interferes with the reasonable use and enjoyment of the municipal beach area.

(e) No person shall bring into, nor allow to enter the municipal beach area any dangerous dog, as defined in Ordinance No. 98-22, the Palm Beach County Animal Care and Control Ordinance, as it may be amended.

Sec. 7-71. Compliance with regulations posted at beach; obedience to lifeguards.

(a) It shall be unlawful for any person to swim in the waters of the Atlantic Ocean which lie east of the City, specifically the municipal beach area, except and unless such person complies with the notices posted on such beach by the City.

(b) It shall be unlawful for any person to disobey any reasonable command of a duly employed lifeguard of the City that is designed to protect the public and/or public property in the use of the municipal beach area, the failure to obey any lawful command of the guards shall be a violation of this Code.

(c) Unauthorized use of lifeguard towers is prohibited.

Sec. 7-72. Swimming at beach when no lifeguard on duty.

It shall be unlawful for any person to swim in the waters of the municipal beach when an official lifeguard of the city is not on duty at the beach.

Sec. 7-73. Undressing on beach; indecent apparel or exposure.

(a) No person shall dress or undress on the municipal beach or at any location within the municipal beach area except in taking off

or putting on clothes that cover ones bathing suit or swimming apparel as to prevent indecent exposure of the person.

(b) Any person entering the municipal beach area whether to swim, wade or otherwise, shall at all times be properly dressed so as to prevent indecent exposure of the body, and shall not dress in such a manner as to lasciviously expose the sexual organs.

Sec. 7-74. – Swimming, wading or rinsing of the person.

(a) No person shall wade, swim, or rinse their person in the Atlantic Ocean contiguous to the municipal beach or any water area, waterpark, pool or outdoor shower located at the municipal beach area naked or insufficiently clothed, to prevent indecent exposure of the person.

(b) No person shall swim or wade in any water area, waterpark or pool located at the municipal beach area, except where specifically designated and in compliance with such regulations as to hours of the day and safety limitations for such use as set by the city.

(c) No person shall wade, swim, or rinse their person in the Atlantic Ocean contiguous to the municipal beach if the beach is closed due to lightning or other dangerous conditions.

(d) All children swimming or wading in the Atlantic Ocean contiguous to the municipal beach should be properly supervised by adults.

(e) It shall be unlawful for any person to bathe in a public place in a manner contrary to the posted regulations of the City.

Sec. 7-75. - Dangerous objects prohibited on municipal beach.

No person shall throw, cast, deposit or cause to be thrown on the municipal beach any glass, bottles, tin cans, nails, rubbish, trash or any article whatsoever that is or may become a menace to life or limb of any person or bather in the ocean or on the municipal beach.

Sec. 7-76. - Use.

(a) The municipal beach area shall be used for recreation and relaxation for the general public. The municipal beach area shall not be used for business or social service purposes unless authorized pursuant to a written agreement with the City or the issuance of permit. As used herein, social services shall include, but not be limited to, the provision of food, clothing, shelter or medical care to persons in order to meet their physical needs; except when provided by employees of the City pursuant to authorization by the City.

(b) No person shall use any portion of the municipal beach area for the purpose of assembling, where over twenty-five (25) persons are involved.

Sec. 7-77. Reservation of areas at the municipal beach area.

Municipal beach areas shall not be reserved except by a permit issued by the leisure services director or his/her designee. Said reserved areas shall include the pavilions and those areas requested for use for City approved special events. Use of the municipal beach area pavilions must comply with all applicable rules and regulations as may be established by the city.

Sec. 7-78. - Surfing, scuba diving and jet skis.

(a) No parasailing or kiteboarding/kitesurfing shall be permitted within three hundred (300) feet of the municipal beach area. No person shall use any object at any time on the beach or in the Atlantic Ocean in a manner that constitutes a hazard to any other person.

(1) An exception to the prohibitions in Section 7-78(a) is a life-or-death emergency which may require a kiteboarder/kitesurfer to traverse on or within three hundred (300) feet of any municipal beach site.

(b) Scuba diving and jet skis are prohibited from all areas of the municipal beach.

Sec. 7-79. Fishing

(a) The buying or selling of fish is prohibited at the municipal beach area.

(b) All applicable state laws pertaining to fishing and licensing shall be enforced within park property.

(c) Fishing at the municipal beach area shall be limited to the municipal pier and shall be in accordance with the regulations set forth in this code.

Sec. 7-80 - Additional regultions applying to the municipal beach area.

Purpose. Citizens and visitors should be afforded a safe, clean environment in which recreational opportunities can be maximized. Due to the wide variety of patron needs and use of City property, it is necessary to establish the following regulations. These regulations are in addition to regulations that are contained in other sections of the Code of Ordinances or otherwise posted in particular parks, recreational facilities or municipal beaches.

(a) *Safety Hazards.* Use of any equipment which does or may pose a safety hazard must receive a permit from the leisure service department prior to such use. This permit must be displayed upon request by City personnel. This would include, but not be limited to, items

such as radio controlled airplanes, boats, model rockets, carnival equipment, bounce houses and rock walls.

(b) *Interference with Authorized Activities.* No person or group shall interfere with any recreational activities or event authorized by the leisure services department.

(c) *Sound Equipment.* The city's noise control regulations set forth in Section 15-24 through 15-24.10 of this Code shall apply to the municipal beach area.

(d) *Gymnastic equipment.* No person shall use or bring upon the beach for use any platform, trapeze bars or similar articles for gymnastic exhibition or use.

(e) *Sleeping.* During daylight hours sleeping in a horizontal position is specifically prohibited in the following: buildings, pavilions, restrooms, trash receptacles, benches, picnic tables, as well as other recreational areas (such as picnic and parking areas and playgrounds), pedestrian or vehicular traffic ways (such as roads, sidewalks, steps or paths), and landscaped areas (such as flower gardens, hedges, and planters). After dusk and prior to sunrise all sleeping shall be prohibited in the municipal beach area.

(g) *Disorderly Intoxication.* No person shall be intoxicated in the municipal beach area and endanger the safety of another person or property, and no person shall be intoxicated or drink any alcoholic beverage in a City park, recreational facility or municipal beach.

(h) *Existing Traffic Laws.* All state vehicle and traffic control laws and regulations shall be complied with in municipal beach area. In addition, all persons must comply with the beach parking regulations set forth in chapter 7, article II of this code.

(i) *Parking.* The city's beach parking regulations set forth in chapter 7, article II of this Code shall apply to the municipal beach area.

(j) *Directions of Traffic.* No person shall fail to comply with any order, signal or direction given or posed by any City designated law enforcement officer, City parking enforcement officer, or leisure services department employee or any other person designated by the City to enforce the Code of Ordinances in the performance of their lawful duties as it relates to directing traffic.

(k) *Bicycles.* All bicyclists shall comply with state and municipal laws and regulations pertaining to bicycles.

(l) *Vehicle Maintenance.* Motor vehicle maintenance is prohibited at the municipal beach area, except repairs or maintenance of an emergency nature.

(m) *Picnic areas and use.* Use of picnic tables for other than picnic purposes is prohibited. Except for reserved areas, individual picnic tables and associated grills are available on a "first come, first served" basis. Holding tables for patrons who have not arrived is prohibited, unless there is provision for certain tables to be reserved in advance by the Leisure Services Department.

(n) *Pavilions.* Pavilions are available for exclusive use by permit only. Individuals and groups using pavilions shall comply with city written pavilion regulations.

(o) *Fires.*
(1) Ground Fires—Ground fires are prohibited in all park areas.

(2) *Personal Grills*—The use of personal grills in park areas is prohibited. Any grilling should occur only on City provided BBQ grills which shall be available on a “first come, first serve basis”.

(3) Proper Use of City Grills—BBQ Grills provided by the City are designed for use with charcoal only. The use of wood or other flammable materials in such grills is prohibited. Visitors are responsible for insuring that their fire in the city BBQ grill is properly monitored and extinguished before they leave the area. No person shall use a grill or other device in such a manner as to burn, char, mar or blemish any bench, table, or other object of the municipal beach area property.

(4) No person shall drop, throw, or otherwise deposit lighted matches, burning cigarettes or cigars, or other flammable material within any park property.

(p) *Drying of clothes*. Drying clothes by hanging them on trees, bushes, tables or in or around rest rooms is prohibited.

(q) *Hammocks*. Attaching hammocks to trees, showers or structures is prohibited.

(r) *Bottles and glass containers.* Bottles and glass containers are prohibited on the beach.

(s) *Holes on the beach.* No large holes should be left on the municipal beach without the filling in of such holes before an area is left for the day.

(t) *Personal items.* Shade tents, chairs, umbrellas or other personal items shall not be left overnight on the municipal beach.

(u) *Federal, State, County and Municipal Laws.* All federal, state, county and municipal laws are hereby adopted and are to be enforced within the municipal beach area.

(v) *Compliance with Additional Posted Rules.* Specific facilities which require additional operational procedures for orderly use shall be posted with rules in a conspicuous place. Patrons utilizing all facilities shall comply with posted regulations.

(w) *Hindering Enforcement.* No person shall impersonate in any way a park official nor hinder the city's designated law enforcement officers, parking enforcement officers, code officers, or leisure services department personnel or any other person designated by the City to enforce the Code of Ordinances in the performance of their lawful duties.

(x) Recreational activity areas. Areas designated or intended for use by the public as recreational areas such as tot lots, and playgrounds shall not be used for any unintended non-recreational purpose unless approved by the City.

(y) Restrooms. Restrooms or washrooms intended or designated for use by the public shall be used for their intended purpose.

(z) *Public Use.* No person shall utilize any part of the municipal beach area in a manner as to exclude or interfere with its use by other persons.

Sec. 7-81. Regulation exceptions.

All government activities, including those of the City's designated law enforcement officers and fire rescue personnel, carried out in the ordinary course and scope of their employment shall be exempt from the provisions of this article. Acts or conduct prohibited by the rules shall be permitted when approved by the leisure services director or his/her designee and occurring in conjunction with city-sponsored, co-sponsored, or city-approved special events.

Sec. 7-82. Habitual Violators.

Any person determined by the City or its designated law enforcement officers or fire rescue personnel to be a habitual violator of this article may be ordered to remain out of the municipal beach area for a period of time not to exceed six (6) months. Habitual violator, for purposes of these rules and regulations, shall be defined as any person that has been ordered by the department of leisure services, code enforcement officers, or the city's designated law enforcement officers or fire rescue personnel to leave the municipal beach area three (3) times within any twelve-month period.

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

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

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

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

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

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 6th day of May, 2014.

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

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

The Mayor thereupon declared this Ordinance duly passed and enacted on the 20th day of May, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Parks and Recreation Regulations Chapter 7 Ordinance

Highlights

- It shall be unlawful for any person to ride a bicycle, roller skates, a skateboard or other type of coaster vehicle upon or within the bandshell at Bryant Park or upon any bench, table, bleacher seat, stadium seat, or upon or within any other building or structure not designed and posted for such use within any public park of the city.
- No person shall park or station on any park property any vehicle displaying a sign or notice with the intent of offering said vehicle for sale or exchange.
- No person shall start a fire in any the municipal beach area, except small fires for cooking purposes at stationary municipal beach area grills, approved for such purposes.
- No person shall engage in any sale, exchange, barter, rental, lease or other transfer of goods, property or services whether tangible or intangible, on the municipal beach or at the municipal beach area, except pursuant to a nonexclusive license contract with the City, as provided therein.
- No person shall bring into or have on the municipal beach, any cat, dog, pet of any kind or other animal except a service animal trained to provide assistance to an individual with a disability. However, any cat, dog or other domesticated animal shall be allowed on the sidewalk and grassy area of the municipal beach area between the eastern curb of State Road A1A and western base of the dune for the entire length of the municipal beach and shall be on a leash. Said animals must be restrained at all times at a distance of not greater than six (6) feet in length from their handler.
- Except in specified areas, domesticated animals, except those considered to be a nuisance, are permitted within park property. Said animals must be restrained at all times at a distance of not greater than six (6) feet in length from their handler. For purposes of this section, nuisance shall mean an animal that habitually barks, whines, howls or causes other objectionable noise resulting in a serious annoyance; or an animal that disturbs the peace by habitually or repeatedly destroying, desecrating or soiling park property, chasing persons, cars or other vehicles, running at large, or other behavior that interferes with the reasonable use and enjoyment of the park property.

CITY OF LAKE WORTH

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

AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Construction Construction Contract with Rosso Site Development, Inc. for 10th Avenue South Roadway Improvements Project

SUMMARY:
The Contract authorizes construction of a new roadway, sidewalks containing ADA ramps, curb and gutters, pavement, sodding, and striping/signage along 10th Avenue South east of South E Street and one block north to 9th Avenue South.

BACKGROUND AND JUSTIFICATION:
The limits of roadway construction on 10th Avenue South had originally ranged from South A Street to South E Street with only underground utility work being performed east of South E Street. Due to insufficient base, however, the new roadway will now extend further east to South F Street and then one block north to 9th Avenue South where the water will tie in.

The project has been delayed for various reasons including reallocation of funding from previous CDBG projects, incorporation of the water, sewer, and stormwater drainage utility work design, multiple reviews by the County's CDBG reviewers, and City revisions and changes to the comments addressed by the County. All engineering, design, and site work performed will be funded through CDBG funds, with the exception of the electric, water, and sewer line items which will be funded from their respective accounts.

10th Avenue South was identified as an improvement to an existing unimproved right of way. Its scope has also been discussed with residents during numerous District 1 meetings and the intent to construct a new roadway creating a safe and navigable path through the area is in concurrence with City staff and previously discussed Commission objectives. Rosso Site Development, a local contractor, was the lowest, responsive, and responsible bidder for an amount of $243,616.33

MOTION:
I move to approve/disapprove Construction Contract with Rosso Site Development, Inc.

ATTACHMENT(S):
A. Fiscal Impact Analysis
B. Bid Tabulation
C. Contract Agreement between the City of Lake Worth and Palm Beach County for reimbursement of construction costs up to a maximum of $325,000.
D. Construction Contract with Rosso Site Development, Inc.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	243,616.33	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	243,616.33	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services

Account Number	Account Description	Contract Amount	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
180-9710-539.63-15	Grant Funds /Improve Other than Build Infrastructure	$325,000	FG1401 CDBG 10th Ave S.	336,894	-$243,616.33	$93,277.67

C. Department Fiscal Review: __JB__

City of Lake Worth

BID TABULATION - 10th Avenue South ROADWAY Improvements Project

IFB PS-ST-13-14-101				Roadway Construction		Sainc Corp		Westwind Contracting, Inc		Hardrives of Delray, Inc		J. W. Cheatham, LLC		Engecon Construction, Inc		DP Development of the Treasure Coast, LLC		Foster Marine Contractors, Inc		D. S. Eakins Construction Corp		B & B Underground Contractors, Inc		Rosso Site Development, Inc	
Opened: March 13th, 2014 at 2:00PM																									
NO.	ITEM DESCRIPTION	EST QTY		UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST
	General Conditions																								
1	Mobilization	1	LS	$23,000.00	$23,000.00	$15,000.00	$15,000.00	$81,000.00	$81,000.00	$54,830.00	$54,830.00	$30,000.00	$30,000.00	$80,000.00	$80,000.00	$16,650.00	$16,650.00	$14,000.00	$14,000.00	$33,680.00	$33,680.00	$12,500.00	$12,500.00	$7,419.14	$7,419.14
2	NPDES/ Erosion Control	1	LS	$267.00	$267.00	$2,000.00	$2,000.00	$10,800.00	$10,800.00	$600.00	$600.00	$1,950.00	$1,950.00	$3,000.00	$3,000.00	$12,000.00	$12,000.00	$2,000.00	$2,000.00	$5,850.00	$5,850.00	$2,500.00	$2,500.00	$908.31	$908.31
3	Maintenance of Traffic	1	LS	$4,000.00	$4,000.00	$8,000.00	$8,000.00	$23,000.00	$23,000.00	$6,500.00	$6,500.00	$45,950.00	$45,950.00	$20,000.00	$20,000.00	$22,000.00	$22,000.00	$4,000.00	$4,000.00	$7,500.00	$7,500.00	$8,800.00	$8,800.00	$5,019.75	$5,019.75
4	Survey/ Asbuilts	1	LS	$6,930.00	$6,930.00	$10,000.00	$10,000.00	$20,000.00	$20,000.00	$19,000.00	$19,000.00	$8,960.00	$8,960.00	$8,000.00	$8,000.00	$10,500.00	$10,500.00	$9,000.00	$9,000.00	$10,000.00	$10,000.00	$6,710.00	$6,710.00	$6,894.83	$6,894.83
	Demolition/ Earthwork																								
5	Strip/Remove/ Hauloff Existing Base material	4,000	SY	$3.50	$14,000.00	$12.50	$50,000.00	$5.40	$21,600.00	$7.00	$28,000.00	$11.00	$44,000.00	$24.50	$98,000.00	$6.50	$26,000.00	$7.75	$31,000.00	$4.90	$19,600.00	$4.00	$16,000.00	$4.76	$19,040.00
6	Remove Ex. Concrete Sidewalks	300	SY	$7.90	$2,370.00	$10.00	$3,000.00	$9.20	$2,760.00	$5.50	$1,650.00	$8.40	$2,520.00	$35.00	$10,500.00	$12.00	$3,600.00	$8.00	$2,400.00	$9.00	$2,700.00	$4.00	$1,200.00	$4.32	$1,296.00
7	Remove/ Dispose Ex. Bollards (Monuments)	10	EA	$108.00	$1,080.00	$100.00	$1,000.00	$147.00	$1,470.00	$150.00	$1,500.00	$100.00	$1,000.00	$100.00	$1,000.00	$90.00	$900.00	$25.00	$250.00	$25.00	$250.00	$50.00	$500.00	$160.15	$1,601.50
	Roadway Improvements														$0.00		$0.00								
8	12" Compacted Subgrade	4,000	SY	$3.50	$14,000.00	$12.00	$48,000.00	$1.90	$7,600.00	$3.00	$12,000.00	$1.80	$7,200.00	$3.50	$14,000.00	$3.00	$12,000.00	$3.50	$14,000.00	$2.50	$10,000.00	$2.00	$8,000.00	$1.14	$4,560.00
9	Optional Base (primed) furnished and placed (8" thick)	4000	SY	$16.50	$66,000.00	$19.00	$76,000.00	$11.50	$46,000.00	$15.00	$60,000.00	$9.10	$36,400.00	$19.00	$76,000.00	$16.50	$66,000.00	$15.00	$60,000.00	$8.75	$35,000.00	$12.50	$50,000.00	$8.61	$34,440.00
10	2" tye S-3 Asphalt (2 lifts)	4000	SY	$17.00	$68,000.00	$22.00	$88,000.00	$14.00	$56,000.00	$18.50	$74,000.00	$11.50	$46,000.00	$13.25	$53,000.00	$15.00	$60,000.00	$15.50	$62,000.00	$14.50	$58,000.00	$13.15	$52,600.00	$13.65	$54,600.00
11	Roadway intersection connections at South B, C, D St (1" type S-3 overlay w/ keyway at north/south tie-in)	3	EA	$2,210.00	$6,630.00	$1,000.00	$3,000.00	$2,600.00	$7,800.00	$5,900.00	$17,700.00	$5,075.00	$15,225.00	$4,000.00	$12,000.00	$7,500.00	$22,500.00	$4,500.00	$13,500.00	$5,500.00	$16,500.00	$1,000.00	$3,000.00	$4,042.50	$12,127.50
12	Type F curb and gutter	2400	LF	$20.60	$49,440.00	$30.00	$72,000.00	$14.50	$34,800.00	$15.25	$36,600.00	$12.00	$28,800.00	$17.00	$40,800.00	$15.00	$36,000.00	$19.00	$45,600.00	$14.10	$33,840.00	$16.00	$38,400.00	$14.55	$34,920.00
13	5' wide concrete sidewalk (6" thick at drives and alleys)	5600	SF	$4.58	$25,648.00	$6.64	$37,184.00	$2.80	$15,680.00	$4.25	$23,800.00	$3.85	$21,560.00	$4.00	$22,400.00	$4.25	$23,800.00	$5.50	$30,800.00	$4.90	$27,440.00	$4.55	$25,480.00	$4.41	$24,696.00
14	ADA curb ramp w/ truncated domes	12	EA	$567.00	$6,804.00	$300.00	$3,600.00	$878.00	$10,536.00	$475.00	$5,700.00	$493.00	$5,916.00	$400.00	$4,800.00	$400.00	$4,800.00	$460.00	$5,520.00	$475.00	$5,700.00	$540.00	$6,480.00	$446.25	$5,355.00
15	Green Area Grading and Sodding	135	SY	$41.50	$5,602.50	$5.00	$675.00	$3.25	$438.75	$50.00	$6,750.00	$10.00	$1,350.00	$13.50	$1,822.50	$9.00	$1,215.00	$14.00	$1,890.00	$9.00	$1,215.00	$3.50	$472.50	$17.10	$2,308.50
16	Prive Drive Way Tie-Ins	6	EA	$1,080.00	$6,480.00	$1,000.00	$6,000.00	$1,825.00	$10,950.00	$1,200.00	$7,200.00	$1,500.00	$9,000.00	$1,000.00	$6,000.00	$1,550.00	$9,300.00	$1,300.00	$7,800.00	$1,500.00	$9,000.00	$500.00	$3,000.00	$1,652.05	$9,912.30
17	Thermoplastic Striping and Signage	1	LS	$3,900.50	$3,900.50	$12,000.00	$12,000.00	$4,415.00	$4,415.00	$4,000.00	$4,000.00	$3,550.00	$3,550.00	$3,500.00	$3,500.00	$4,450.00	$4,450.00	$4,500.00	$4,500.00	$4,180.00	$4,180.00	$3,465.00	$3,465.00	$3,517.50	$3,517.50
	Allowance																								
A1	General Allowance	1	LS	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
	BASE BID TOTAL				**$319,152.00**		**$450,459.00**		**$369,849.75**		**$374,830.00**		**$324,381.00**		**$469,822.50**		**$346,715.00**		**$323,260.00**		**$295,455.00**		**$254,107.50**		**$243,616.33**
	Prior Experience (A1) Included				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
	Bid Bond Incuded				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
	Workmanship / Supplies Warranted			1yr	1 yr	0	0	1 yr	1 yr	1 yr	1 yr	1 yr	1 yr	12 mos	12 mos	1 yr	1 yr	1 yr	1 yr	1 yr	1 yr	1 yr	1 yr	1 yr	1 yr
	Substitutions (B4) - How many?				None		None		None		None		None		None		None		None		None		None		None
	Subcontractors (B5) - How many?				1		None		1		2		1		3		8		3		4		3		1
	Required Forms (B6, B7, B8, B9, B10)				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
	Noncollusion Affidavit				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
	Anti-Kickback Affidavit				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
	Certification of Eligibility of General Contractor				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
	Certification of Nonsegregated Facilities				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
	Workforce Projection				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
	Addendum No.1				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
	All Required Licenses Attached				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes

Opened by: Kari Hansen

R2013 0905

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CITY OF LAKE WORTH

THIS AGREEMENT, entered into on JUL 16 2013, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the City of Lake Worth, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 7 North Dixie Highway, Lake Worth, FL 33460.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accord with the annual Action Plan, and the City of Lake Worth, desire to provide the activities specified this Agreement; and

WHEREAS, Palm Beach County desires to engage the City of Lake Worth to implement such undertakings of the Community Development Block Grant Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **DEFINITIONS**
   - (A) "County" means Palm Beach County.
   - (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
   - (C) "DES" means Palm Beach County Department of Economic Sustainability
   - (D) "Municipality" means the City of Lake Worth.
   - (E) "DES Approval" means the written approval of the DES Director or his designee.
   - (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
   - (G) "Low- and Moderate- Income Persons" means the definition set by U.S. HUD.

2. **PURPOSE**
   The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in this Agreement.

3. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**
   The Municipality shall implement the herein described improvements on 10th Avenue South, which activities have been determined to be **Public Facilities and Improvements,** under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit A, will benefit **Low- and Moderate-Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **SCOPE OF SERVICES**
The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to conduct the program outlined in Exhibit A as attached hereto and made a part hereof.

5. **MAXIMUM COMPENSATION**
The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of $325,000 for the period of July 16, 2013, through and including December 30, 2014. Any funds not obligated by the expiration date of this Agreement shall remain with the County and not be eligible for reimbursement to the Municipality.

6. **TIME OF PERFORMANCE**
The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD under Grant Nos. B-07-UC-12-0004, B-08-UC-12-0004, and B-09-UC-12-000. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to December 30, 2014.

7. **METHOD OF PAYMENT**
The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by DES. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that DES approves such payment.

8. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES
The Municipality shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES. No payments for projects funded by more than one funding source will be

made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Municipality or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the DES Director or his designee.

(D) PURCHASING

Purchases for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24 CFR Part 85 (a/k/a the Common Rule), which are incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS

DES shall have the right under this Agreement to suspend or terminate payments if after fifteen (15) days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by DES, the County, or U.S. HUD.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

The following activities among others require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:

(1) All subcontracts and agreements pursuant to this Agreement;
(2) All capital equipment expenditures of $1,000 or more;
(3) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
(4) All change orders;
(5) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A; and
(6) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DES. Such income shall only be used to undertake the activities authorized by this Agreement. DES must verify and approve the eligibility and reasonableness of all expenses which the Municipality requests to be deducted. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

The Municipality may request that said program income be used to fund other eligible uses, subject to DES approval, and provided that the Municipality is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Municipality hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income.

The requirements of this section shall survive the expiration of this Agreement.

9. **OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE**

The Municipality agrees that no person shall on the ground of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement. To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

10. **OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women- owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

11. **PROGRAM BENEFICIARIES**

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DES, the Municipality shall provide written verification of compliance.

12. **EVALUATION AND MONITORING**

The Municipality agrees that DES will carry out monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or the County's designees copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Municipality shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Municipality shall allow DES, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

13. **AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as DES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to DES, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement. If during the year, the Municipality expends over $500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. Technical assistance will be provided to the Municipality, as deemed necessary by the County.

14. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal CDBG Regulations 24 CFR 570.502.

15. **CDBG FUNDING AT EXPIRATION**

Upon expiration or termination of this Agreement, any funds not obligated by the Municipality shall remain with the County and no longer be available for reimbursement to the Municipality. Municipality shall transfer to the County any accounts receivable that are attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of $25,000 must either be used to meet one of the national objectives in Federal CDBG Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

16. **DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality upon request by the County, DES, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. The Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

17. **INDEMNIFICATION**

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

18. **INSURANCE BY MUNICIPALITY:**

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

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

The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

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

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

19. **MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

20. **CONFLICT OF INTEREST**

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

21. **CITIZEN PARTICIPATION**

The Municipality shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist DES in the implementation of the Citizen Participation Plan, as requested by DES.

22. **RECOGNITION**

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES's support for all activities made possible with funds made available under this Agreement.

23. **AGREEMENT DOCUMENTS**

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

(A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Agency;
(B) Office of Management and Budget Circulars A-87, A-102, A-133, and 24CFR Part 85;
(C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
(D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
(E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
(F) Florida Statutes, Chapter 112;
(G) Palm Beach County Purchasing Code;
(H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
(I) The Municipality's personnel policies and job descriptions; and
(J) The Municipality's Certificate of Insurance.

The Municipality shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

24. **TERMINATION**

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Municipality with funds under this Agreement shall be returned to DES or the County.

In the event of termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality for set-off purposes until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either

party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the effective date of termination.

(B) TERMINATION FOR CONVENIENCE
At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement through and including the date of termination.

(C) TERMINATION DUE TO CESSATION
In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the U.S. HUD specifies.

25. SEVERABILITY OF PROVISIONS
If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

26. AMENDMENTS
The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

27. NOTICES
All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on Page 1 of this Agreement.

28. INDEPENDENT AGENT AND EMPLOYEES
The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

29. NO FORFEITURE
The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

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

31. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**
Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

32. **EXCLUSION OF THIRD PARTY BENEFICIARIES**
No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

33. **COUNTERPARTS OF THE AGREEMENT**
This Agreement, consisting of twenty (20) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

34. **ENTIRE UNDERSTANDING**
This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

WITNESS our Hands and Seals on this _____ day of JUL 16 2013, 20__.

(MUNICIPALITY SEAL BELOW)

CITY OF LAKE WORTH

By: _____
Pam Triolo, Mayor

By: _____
Pamela J. Lopez, City Clerk

By: _____
Attorney for Municipality
(Signature Optional)

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

By: _____
Steven L. Abrams, Mayor
Board of County Commissioners

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: _____ 6/21/2013
for Sherry Howard,
Deputy Director

EXHIBIT A
WORK PROGRAM NARRATIVE

1. **THE MUNICIPALITY AGREES TO:**

A. **PROFESSIONAL SERVICES:** The Municipality, using its own resources, shall retain an engineering consultant (a Florida Professional Engineer) to provide design services to create plans and specifications for the reconstruction of 10th Avenue South between South A Street and South E Street in the City of Lake Work. Additionally, the Municipality and the consultant shall also prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should such abatement become necessary.

Alternatively, the Municipality shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possesses the necessary competency to do so. All costs associated with the above services shall be paid for by the Municipality.

B. **PROJECT SCOPE:** The scope of this project, subject to funding availability, shall include but not be limited to, the following street improvements on 10th Avenue South between South A Street and South E Street in the City of Lake Worth:

Reconstruction of the roadway including removal of the existing base material, construction of a new compacted sub-grade, new road base, installation of curbs and gutters, asphalt roadway, concrete sidewalks, sod, and restoration of areas affected by construction activity.

(1) Should the Municipality use brand names in the bid package/drawings/ specifications for this project, then these documents shall:

(a) Clearly note that the specified brand name is used for descriptive purposes only,
(b) State that "equal" equipment or materials will be accepted, and
(c) Identify the minimum requirements to establish equality.

The Municipality agrees that the use of more than one brand name shall not be regarded as having met the above requirements.

(2) The Municipality shall submit its bid package/drawings/specifications, and an itemized opinion of probable construction cost prepared by its consultant, to DES and obtain a letter of approval prior to bidding the construction work. Furthermore, the Municipality shall obtain DES approval prior to issuing any addenda to its bid documents for this project.

(3) The Municipality shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning roadway in the opinion of DES.

(4) The Municipality shall assure that neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The Municipality may request DES for a waiver to the above requirement should the nature of the project so necessitate, and in such instance, DES may, at its discretion, grant the Municipality such waiver.

(5) The Municipality shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract. The Municipality shall obtain DES approval prior to awarding the construction contract to be funded through this Agreement. After awarding such contract, the Municipality shall obtain DES approval prior to executing any change orders to such contract.

(6) Should the construction contract amount for this project exceed the amount to be funded by the County for construction costs through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County. The Municipality may request the County to participate with a portion of the County's funding for construction costs first prior to participating with its funds. Under such a scenario, the Municipality would disburse an amount up to 75% of the County's funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount, then disburse its portion of funding for the project (without being reimbursed by the County for such amount), and finally, the Municipality would disburse an amount equivalent to the County's remaining funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount.

The Municipality shall first disburse 100% of their funds toward the contract amount, and shall provide DES with satisfactory documentation in this regard. DES will then fund the contract amount contained herein and as presently available in this project's budget in the form of a reimbursement to the City.

(7) The Municipality shall not request reimbursement from DES for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

(8) The Municipality shall inform DES of any environmental findings or conditions discovered during activity implementation. Applicable mitigation measures must be incorporated in order to proceed with the project. Such mitigation measures may affect the total project cost.

The Municipality further agrees that DES, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.

C. **ASBESTOS REQUIREMENTS:** The Municipality shall comply with all applicable requirements contained in Exhibit C, attached hereto, for construction work in connection with the project funded through this Agreement.

D. **DAVIS-BACON ACT:** The Municipality shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work. The Municipality shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and contract.

E. **BONDING REQUIREMENTS:** The Municipality shall comply with the requirements of 24 CFR Part 85 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding $100,000, the Municipality shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding $100,000, the Municipality shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price.

A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Municipality may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of $100,000, or less.

F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Municipality shall abide by Florida law regarding the payment of retainage funds and project closeout procedures. The Municipality shall ensure that its contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES.

G. **FORMER PROJECTS:** The Municipality shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.

H. **PERFORMANCE REQUIREMENTS:** The time frame for completion of the outlined activities shall be December 30, 2014. The Municipality shall meet these performance requirements by the timely performance, documentation, and completion of the following tasks:

Advertise and Accept Bids by:	December 30, 2013
Start Construction by:	April 30, 2014
Complete Construction by:	October 30, 2014
Submit Final Reimbursement Request by:	December 30, 2014

I. **REPORTS:** The Municipality shall submit to DES a detailed Monthly Performance Report in the form provided as Exhibit B to this Agreement. Each Report must account for the total activity for which the Municipality is funded under this Agreement, and a Municipality representative must certify that all of the Municipality's Monthly Performance Requirements contained herein have been met during the reporting period. These Monthly Performance Reports shall be used by DES to assess the Municipality's progress in implementing the project.

This Agreement may be amended to decrease and/or recapture funds from the Municipality depending upon the timely completion of the monthly performance requirement deadlines and/or the rate of expenditure of funds, as determined by DES.

The Municipality may be subject to decrease and/or recapture of project funds by the County if the above Monthly Performance Requirements are not met. Failure by the Municipality to comply with these requirements may negatively impact ability to receive future grant awards.

J. **USE OF THE PROJECT FACILITY/PROPERTY:** The Municipality agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Municipality may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or

b. The requirements of paragraph (2) of this section are met.

(2) If the Municipality determines, after consultation with affected citizens, that it is appropriate to change the use of the facility/property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

(3) Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration of this Agreement.

K. **SECTION 3 REQUIREMENTS:** The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

L. **ENVIRONMENTAL CONDITIONS:** The County shall perform an Environmental Review (ER) of the project to determine existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that must be considered in the design and implementation of the project. The Municipality will receive notification from DES following completion of the ER. If applicable, the letter will include a description of the required conditions and/or mitigation measures. Environmental review costs incurred by the County may be charged to the project identified above. In addition, the Municipality shall immediately inform DES of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DES approval, shall be incorporated in order to proceed with the project. The Municipality agrees that such mitigation measures may affect the total project cost, as determined by DES.

2. **THE COUNTY AGREES TO:**

A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of $325,000. However, the County shall not provide any funding for the construction work until the Municipality provides documentation, acceptable to the County, showing that sufficient funds are committed to the project and available to complete the project.

B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.

C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DES, and will serve to ensure compliance with U.S. Department of HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.

D. Perform Davis-Bacon Act Labor Standards monitoring and enforcement.

E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:

(1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.

(2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

EXHIBIT C

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit A of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DES:	Palm Beach County Department of Housing and Community Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
    1. Assume the material is greater than 1% and treat it as RACM, or
    2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
    1. Assume the material is greater than 1% and treat it as RACM, or
    2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Agency (or Municipality, as applicable) has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DES for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Agency (or Municipality, as applicable) or requested by DES. If the survey is through DES, a copy of the completed survey will be forwarded to the Agency (or Municipality, as applicable).

III. ASBESTOS ABATEMENT

A. RENOVATION

(a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DES prior to the removal. The Agency (or Municipality, as applicable) must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.

(b) Asbestos abatement work may be contracted by the Agency (or Municipality, as applicable) or by DES upon request.

(c) If the Agency (or Municipality, as applicable) contracts the asbestos abatement, the following documents are required to be provided to the DES.

1. An Asbestos Abatement Specification (Work Plan)
2. Post Job submittals, reviewed and signed by the FLAC

(d) If the Agency (or Municipality, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency (or Municipality, as applicable).

(e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DES prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DES prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Agency (or Municipality, as applicable).

(a) Asbestos Abatement work may be contracted by the Agency (or Municipality, as applicable) or by DES upon request.

(b) If the Agency (or Municipality, as applicable) contracts the asbestos abatement, the following documents must be provided to the DES and reviewed by the PBCAC.

1. An Asbestos Abatement Specification (Work Plan).
2. Post Job submittals, reviewed and signed by the FLAC.

(c) If the Agency (or Municipality, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency (or Municipality, as applicable).

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

(e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.

(f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DES.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Agency (or Municipality, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Agency (or Municipality, as applicable) or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Agency (or Municipality, as applicable) shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Agency (or Municipality, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Agency (or Municipality, as applicable).

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Agency (or Municipality, as applicable) post job documentation submitted to DES. All fees shall be paid by the Agency (or Municipality, as applicable).

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Agency (or Municipality, as applicable), through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

(a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991

(b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

(c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992

(d) Demolition practices under the Asbestos NESHAP, EPA Region IV

(e) Asbestos NESHAP Adequately Wet Guidance

(f) Florida State Licensing and Asbestos Laws
1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors

(g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA,
June 1995, or current version.

(i) US Dept of Labor, OSHA Standard Interpretation
1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

CONSTRUCTION CONTRACT FOR
10th AVENUE SOUTH IMPROVEMENTS PROJECT
IFB # PS-ST-13-14-101

THIS CONSTRUCTION CONTRACT ("Contract") is by and between the **City of Lake Worth**, a Florida municipal corporation ("City") and **Rosso Site Development, Inc.**, a Florida corporation, with its principal address at 111 Vassar Drive, Lake Worth Florida 33460 ("Contractor").

City and Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is agreed by both parties, agree as follows:

Article 1. DEFINITIONS.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the Invitation for Bid #PS-ST-13-14-101 (including, but not limited to, the addenda, Plans & Drawings, Special Terms and General Conditions and Terms issued therewith) ("IFB"), the bid submitted by the Contractor and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, at once and before proceeding shall obtain a written interpretation or clarification. In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed Change Orders; Work Direct Changes; and, Field Orders
Second Priority:	Specifications (quality)
Third Priority:	Drawings (location)
Fourth Priority:	This Contract
Fifth Priority:	Special Terms (in the IFB)
Sixty Priority:	General Conditions and Terms (in the IFB)
Seventh Priority	Remainder of the IFB
Eighth Priority	Contractor's Bid

The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the City Manager or designee, City of Lake Worth, Florida**. In the administration of this Contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.3 Contract Price. The Contract Price shall be $243,616.33 (Two Hundred Forty-Three Thousand Six Hundred Sixteen Dollars and 33/100 Cents, which shall be payable in accordance with paragraph 3 of this Contract. The Contract Price includes the cost for the Public Construction Bond.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 Substantial completion of the work shall be within **180 calendar days** from the notice to proceed. Final completion of the work and all punch-list items (if any) shall be within **30 calendar days** from substantial completion.

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

Article 3. PAYMENT PROCEDURES

3.1 Generally. Payment shall be made pursuant to IFB.

3.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the IFB and this Contract, the City shall pay the remainder of the Contract Price.

Article 4. SUBCONTRACTS

No more than 25% of dollar value of the total work may be accomplished by subcontractors. Balance of work must be accomplished by selected Contractor's own forces.

Article 5. CONTRACTOR'S REPRESENTATIONS

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

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

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

5.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5.4 Contractor has correlated the results of all such observations, examinations, investigations,

explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

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

Article 6. INDEMNITY.

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

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

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

Article 7. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses of engineering and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the City will be charged to

Contractor be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for herein.

Article 8. PUBLIC CONSTRUCTION BOND.

A. In accordance with the provisions of section 255.05, Florida Statutes, the Contractor shall provide to the City, on forms furnished by City in the IFB or substantially similar as approved by the City, a 100% Public Construction Bond ("Bond") in an amount not less than the total Contract Price by a Surety Company acceptable to the City. The Bond shall incorporate by reference the terms of the Contract Documents in its entirety. Moreover, Contractor agrees that the following language shall be expressly included within the language of its Public Construction Bond (with the City identified as the "Owner"):

> "The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the contract documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the contract. The Surety waives all rights against Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by Owner as fiduciary."

B. To be acceptable to the City as the Owner, a Surety Company shall comply with the following provisions:

(1) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(3) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

(4) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Proposal is issued.

(5) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

(6) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

(a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum

requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

(b) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

C. The cost of the Public Construction Bond shall be a direct pass through cost to the City from the Contractor without any mark-up.

Article 9. MISCELLANEOUS.

9.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

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

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

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

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

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

9.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto

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

9.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the City and Contractor have caused this Construction Contract for 10th Avenue South Roadway Improvements Project to be executed the day and year shown below.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, City Attorney

CONTRACTOR: **ROSSO SITE DEVELOPMENT, INC.**

By: _____

Print Name: Joseph Rosso II

Title: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 28th day of April, 2014 by Joseph Rosso II, as President of Rosso Site Development, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____
Print Name: Adam Simpson
My commission expires: 3-13-17

ADAM G. SIMPSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE883584
Expires 3/13/2017

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

AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** Public Services/Utilities

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EXECUTIVE BRIEF

TITLE:
Construction Contract with Construction Contract with B & B Underground Contractor's Inc. for 10th Avenue South Utility Improvements project

SUMMARY:
The Contract authorizes the installation of a watermain, sanitary sewer main with manholes, stormwater structures and exfiltration trench, roadway reconstruction, and minor restoration work along 10th Avenue South

BACKGROUND AND JUSTIFICATION:
The project was identified to be deficient in fire flow coverage, insufficient sanitary sewer gravity main piping size, insufficient stormwater runoff capability, and poorly rated roadway. Due to the necessity of these utility improvements, the project at 10th Avenue South has taken precedence over other projects and funds are being requested to be reallocated as follows under separate agenda item # 9G of May 6th, 2014 Commission meeting.

Project # GV1306, FEC – 2nd Ave North 2 Way Conversion	Reallocation amount: $195,000
Project# ST1401, Other Conveyances	Reallocation amount: $ 49,332
Project# ST1402, GIS	Reallocation amount: $ 50,000

Funding sources for the additional amounts of $370,000, are identified in the fiscal impact schedule below. B&B Underground Contractors, Inc. was the lowest, responsive, and responsible bidder at an amount of $664,332.

MOTION:
I move to approve/disapprove Construction Contract with B&B Underground Contractor's, Inc.

ATTACHMENT(S):
A. Fiscal Impact Analysis
B. Bid Tabulation
C. Construction Contract with B&B Underground, Contractor's, Inc.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	664,332	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	664,332	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services

Account Number	Account Description	Project #	FY2014 Budget	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
301-5020-541.63-00	Road & Street/Improve other than Build	GV1306 2nd Ave North	345,025	345,025.00	195,000.00	150,025.00
408-5090-538.63-15	Improve other than Build/Infrastructure	ST1401 Other Conveyances	115,000	115,000.00	49,332.00	65,668.00
408-5090-538.63-15	Improve other than Build/Infrastructure	ST1402 GIS	50,000	50,000.00	50,000.00	-

Utilities
Water/Sewer

Account Number	Account Description	FY2014 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
402-7022-533.63-00	Water Utility/ Improve Other than Build	$360,000	WT1407	$360,000	$170,000	$190,000
403-7231-535.63-15	Improve other than / Infrastructure	$200,000	LS1401	$200,000	$200,000	$ 0

C. Department Fiscal Review: _____

City of Lake Worth

BID TABULATION - 10th Avenue South UTILITIES Improvements Project

IFB PS-13-14-109				Ocean Bay Construction, Inc		Giannetti Contracting		Westwind Contracting, Inc		Roadway Construction, LLC		Engecon Construction, Inc		B & B Underground Contractors, Inc		DP Development of the Treasure Coast, LLC		Rosso Site Development, Inc		Lanzo Construction, Co		Foster Marine Contractors, Inc		D. S. Eakins Construction Corporation	
Opened: March 13th, 2014 at 2:00PM																									
NO.	ITEM DESCRIPTION	EST QTY		UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST	UNIT PRICE	EXTENDED COST
	General Conditions																								
1	Mobilization	1	LS	$79,000.00	$79,000.00	$10,962.00	$10,962.00	$69,130.00	$69,130.00	$64,191.21	$64,191.21	$100,000.00	$100,000.00	$40,000.00	$40,000.00	$65,000.00	$65,000.00	$57,398.96	$57,398.96	$55,000.00	$55,000.00	$16,500.00	$16,500.00	$33,247.00	$33,247.00
2	NPDES/ Erosion Control	1	LS	$8,000.00	$8,000.00	$10,945.00	$10,945.00	$10,300.00	$10,300.00	$267.00	$267.00	$3,000.00	$3,000.00	$2,250.00	$2,250.00	$15,000.00	$15,000.00	$400.00	$400.00	$500.00	$500.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00
3	Maintenance of Traffic	1	LS	$8,000.00	$8,000.00	$6,600.00	$6,600.00	$18,970.00	$18,970.00	$6,000.00	$6,000.00	$20,000.00	$20,000.00	$10,850.00	$10,850.00	$45,000.00	$45,000.00	$4,088.25	$4,088.25	$5,000.00	$5,000.00	$3,400.00	$3,400.00	$14,000.00	$14,000.00
4	Survey/ Asbuilts	1	LS	$22,000.00	$22,000.00	$17,000.00	$17,000.00	$16,690.00	$16,690.00	$8,190.00	$8,190.00	$10,000.00	$10,000.00	$12,200.00	$12,200.00	$25,000.00	$25,000.00	$9,964.27	$9,964.27	$20,000.00	$20,000.00	$13,000.00	$13,000.00	$18,560.00	$18,560.00
	Demolition/ Earthwork																								
5	Trench Restoration (South B, C, D St Utitility Crossings) 12" Baserock, 2" type S-3	175	SY	$60.00	$10,500.00	$40.00	$7,000.00	$37.00	$6,475.00	$67.00	$11,725.00	$40.00	$7,000.00	$40.00	$7,000.00	$55.00	$9,625.00	$29.07	$5,087.25	$70.00	$12,250.00	$50.00	$8,750.00	$40.00	$7,000.00
6	Remove/ Hauloff ex. Pavement section (10th Ave. S. - South E St to South F St and South F St - 9th ave S. to 10 Ave S)	3,500	SY	$3.50	$12,250.00	$3.00	$10,500.00	$3.90	$13,650.00	$3.20	$11,200.00	$26.00	$91,000.00	$4.00	$14,000.00	$8.00	$28,000.00	$4.51	$15,785.00	$2.50	$8,750.00	$6.00	$21,000.00	$5.00	$17,500.00
7	12" Compacted Subgrade (same limits as item 6)	3,500	SY	$2.50	$8,750.00	$3.00	$10,500.00	$1.80	$6,300.00	$2.27	$7,945.00	$3.50	$12,250.00	$2.00	$7,000.00	$3.00	$10,500.00	$2.09	$7,315.00	$10.00	$35,000.00	$3.50	$12,250.00	$2.00	$7,000.00
8	Optional Base (primed) furnished and placed (8" thick) (same limits as item 6)	3,500	SY	$12.30	$43,050.00	$17.00	$59,500.00	$11.50	$40,250.00	$13.10	$45,850.00	$19.00	$66,500.00	$12.00	$42,000.00	$16.50	$57,750.00	$9.87	$34,545.00	$15.00	$52,500.00	$15.00	$52,500.00	$9.00	$31,500.00
9	2" type S-3 Asphalt (2 lifts) (same limits as item 6)	3500	SY	$15.00	$52,500.00	$16.00	$56,000.00	$14.00	$49,000.00	$17.80	$62,300.00	$13.25	$46,375.00	$14.00	$49,000.00	$15.00	$52,500.00	$13.79	$48,265.00	$22.00	$77,000.00	$15.00	$52,500.00	$15.00	$52,500.00
10	Thermoplastic Striping w/ Signage (same limits as item 6)	1	LS	$3,000.00	$3,000.00	$4,000.00	$4,000.00	$2,155.00	$2,155.00	$4,900.00	$4,900.00	$1,500.00	$1,500.00	$4,000.00	$4,000.00	$2,900.00	$2,900.00	$1,610.95	$1,610.95	$4,000.00	$4,000.00	$2,300.00	$2,300.00	$2,465.00	$2,465.00
	Storm Drainage																								
11	34" RCP	140	LF	$82.10	$11,986.60	$87.00	$12,180.00	$43.00	$6,020.00	$60.00	$8,400.00	$70.00	$9,800.00	$46.00	$6,440.00	$61.00	$8,540.00	$65.73	$9,202.20	$160.00	$22,400.00	$50.00	$7,000.00	$71.00	$9,940.00
12	24" Slotted RCP exfiltration trench (4'x4')	602	LF	$110.00	$66,220.00	$140.00	$84,280.00	$148.00	$89,096.00	$101.00	$60,802.00	$170.00	$102,340.00	$80.00	$48,160.00	$115.00	$69,230.00	$102.03	$61,422.06	$200.00	$120,400.00	$74.00	$44,548.00	$97.00	$58,394.00
13	Type E Ditch bottom inlet w/ top slab frame and grate	20	EA	$4,200.00	$84,000.00	$4,300.00	$86,000.00	$2,985.00	$59,700.00	$4,130.00	$82,600.00	$4,500.00	$90,000.00	$4,750.00	$95,000.00	$5,200.00	$104,000.00	$3,795.00	$75,900.00	$6,500.00	$130,000.00	$4,200.00	$84,000.00	$2,882.00	$57,640.00
	Watermain																								
14	10" dip wm incl. restraints	2043	LF	$70.53	$144,092.79	$55.00	$112,365.00	$49.50	$101,128.50	$58.20	$118,902.60	$84.00	$171,612.00	$54.50	$111,343.50	$95.00	$194,085.00	$61.05	$124,725.15	$80.00	$163,440.00	$57.50	$117,472.50	$50.00	$102,150.00
15	6" dip wm w/ restraints	25	LF	$37.00	$925.00	$40.00	$1,000.00	$43.50	$1,087.50	$47.00	$1,175.00	$66.50	$1,662.50	$38.00	$950.00	$82.00	$2,050.00	$49.50	$1,237.50	$60.00	$1,500.00	$77.00	$1,925.00	$40.00	$1,000.00
16	Fire Hydrant Assemblies	6	EA	$5,400.00	$32,400.00	$4,000.00	$24,000.00	$3,765.00	$22,590.00	$5,250.00	$31,500.00	$4,900.00	$29,400.00	$3,400.00	$20,400.00	$4,835.00	$29,010.00	$5,049.00	$30,294.00	$4,900.00	$29,400.00	$4,300.00	$25,800.00	$4,643.00	$27,858.00
17	10" Gate Valve	18	EA	$2,400.00	$43,200.00	$1,850.00	$33,300.00	$1,900.00	$34,200.00	$1,800.00	$32,400.00	$1,850.00	$33,300.00	$1,650.00	$29,700.00	$2,780.00	$50,040.00	$2,255.00	$40,590.00	$3,000.00	$54,000.00	$2,075.00	$37,350.00	$1,948.00	$35,064.00
18	6" Gate Valve	2	EA	$1,260.00	$2,520.00	$1,000.00	$2,000.00	$955.00	$1,910.00	$950.00	$1,900.00	$1,050.00	$2,100.00	$900.00	$1,800.00	$1,965.00	$3,930.00	$1,155.00	$2,310.00	$2,000.00	$4,000.00	$1,150.00	$2,300.00	$1,112.00	$2,224.00
19	Dip watermain Fittings	3	TON	$6,000.00	$18,000.00	$3,900.00	$11,700.00	$6,800.00	$20,400.00	$6,038.00	$18,114.00	$6,000.00	$18,000.00	$5,500.00	$16,500.00	$6,515.00	$19,545.00	$13,832.50	$41,497.50	$4,000.00	$12,000.00	$2,300.00	$6,900.00	$9,325.00	$27,975.00
20	6"x6" tapping sleeve and valve (sheet C16)	1	EA	$6,400.00	$6,400.00	$12,000.00	$12,000.00	$3,050.00	$3,050.00	$4,850.00	$4,850.00	$3,150.00	$3,150.00	$2,500.00	$2,500.00	$4,205.00	$4,205.00	$4,235.00	$4,235.00	$7,000.00	$7,000.00	$5,000.00	$5,000.00	$9,007.00	$9,007.00
21	12"x10" tapping sleeve and valve (sheet C11)	1	EA	$10,344.00	$10,344.00	$14,000.00	$14,000.00	$5,720.00	$5,720.00	$7,950.00	$7,950.00	$5,900.00	$5,900.00	$5,300.00	$5,300.00	$5,670.00	$5,670.00	$7,122.50	$7,122.50	$7,500.00	$7,500.00	$6,200.00	$6,200.00	$7,410.00	$7,410.00
22	Sample Points	9	EA	$250.00	$2,250.00	$152.00	$1,368.00	$218.00	$1,962.00	$1,500.00	$13,500.00	$350.00	$3,150.00	$365.00	$3,285.00	$1,025.00	$9,225.00	$412.50	$3,712.50	$180.00	$1,620.00	$425.00	$3,825.00	$350.00	$3,150.00
23	Relocate existing fire hydrant (off E.O.P.)	1	EA	$2,000.00	$2,000.00	$1,100.00	$1,100.00	$1,445.00	$1,445.00	$1,800.00	$1,800.00	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$2,460.00	$2,460.00	$852.50	$852.50	$3,500.00	$3,500.00	$1,500.00	$1,500.00	$1,669.00	$1,669.00
24	Connect to existing 2" water main (alleys)	10	EA	$540.00	$5,400.00	$870.00	$8,700.00	$574.00	$5,740.00	$2,050.00	$20,500.00	$650.00	$6,500.00	$520.00	$5,200.00	$1,625.00	$16,250.00	$1,001.00	$10,010.00	$2,000.00	$20,000.00	$2,000.00	$20,000.00	$1,430.00	$14,300.00
25	Watermain removal and hauloff	33	LF	$6.00	$198.00	$50.00	$1,650.00	$13.00	$429.00	$2.30	$75.90	$25.00	$825.00	$10.00	$330.00	$23.50	$775.50	$11.00	$363.00	$20.00	$660.00	$10.00	$330.00	$10.00	$330.00
	Sanitary Sewer																								
26	12" PVC SDR 26 sewer main	1600	LF	$70.22	$112,352.00	$35.00	$56,000.00	$45.50	$72,800.00	$110.00	$176,000.00	$67.50	$108,000.00	$42.00	$67,200.00	$71.25	$114,000.00	$56.65	$90,640.00	$75.00	$120,000.00	$37.00	$59,200.00	$54.00	$86,400.00
27	Sewer Manhole	6	EA	$7,920.00	$47,520.00	$3,900.00	$23,400.00	$5,585.00	$33,510.00	$5,265.00	$31,590.00	$6,300.00	$37,800.00	$4,730.00	$28,380.00	$16,710.00	$100,260.00	$11,385.00	$68,310.00	$6,000.00	$36,000.00	$5,700.00	$34,200.00	$6,178.00	$37,068.00
28	Swerer Piping removal and hauloff	1600	LF	$5.00	$8,000.00	$13.00	$20,800.00	$8.40	$13,440.00	$6.20	$9,920.00	$12.00	$19,200.00	$7.00	$11,200.00	$10.15	$16,240.00	$10.45	$16,720.00	$6.00	$9,600.00	$2.50	$4,000.00	$10.00	$16,000.00
29	Manhole removal and hauloff	6	EA	$500.00	$3,000.00	$275.00	$1,650.00	$463.00	$2,778.00	$972.00	$5,832.00	$650.00	$3,900.00	$1,000.00	$6,000.00	$1,000.00	$6,000.00	$2,409.00	$14,454.00	$800.00	$4,800.00	$650.00	$3,900.00	$100.00	$600.00
	Electrical																								
30	4" SCH 80 PVC conduit	1068	LF	$8.20	$8,757.60	$13.00	$13,884.00	$8.80	$9,398.40	$31.00	$33,108.00	$17.00	$18,156.00	$8.00	$8,544.00	$13.75	$14,685.00	$9.52	$10,167.36	$40.00	$42,720.00	$13.50	$14,418.00	$14.00	$14,952.00
31	2" SCH 80 PVC conduit	1068	LF	$4.90	$5,233.20	$10.00	$10,680.00	$5.90	$6,301.20	$21.80	$23,282.40	$13.50	$14,418.00	$5.00	$5,340.00	$5.25	$5,607.00	$5.39	$5,756.52	$35.00	$37,380.00	$5.00	$5,340.00	$9.00	$9,612.00
32	Handhole	10	EA	$410.00	$4,100.00	$470.00	$4,700.00	$613.00	$6,130.00	$960.00	$9,600.00	$600.00	$6,000.00	$825.00	$8,250.00	$635.00	$6,350.00	$91.56	$915.60	$950.00	$9,500.00	$600.00	$6,000.00	$186.00	$1,860.00
	Allowance																								
A1	General Allowance	1	LS	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
	BASE BID TOTAL				**$880,949.19**		**$744,764.00**		**$746,755.60**		**$931,370.11**		**$1,060,338.50**		**$686,122.50**		**$1,108,432.50**		**$819,897.07**		**$1,122,420.00**		**$689,908.50**		**$728,375.00**
	Alternate Bid Items																								
Alt 1	2" mill and resurface (type S-3 2 lifts)	3500	SY	$25.00	$87,500.00	$4.00	$14,000.00	$16.00	$56,000.00	$30.00	$105,000.00	$17.00	$59,500.00	$22.50	$78,750.00	$23.00	$80,500.00	$17.85	$62,475.00	$20.00	$70,000.00	$22.00	$77,000.00	$18.00	$63,000.00
Alt 2	Cold in-place recycling (CIR) w/ 1.5" type S-3 asphalt	3500	SY	$500.00	$1,750,000.00	$12.50	$43,750.00	$30.00	$105,000.00	$60.00	$210,000.00	$17.50	$61,250.00	$22.50	$78,750.00	$34.00	$119,000.00	$60.41	$211,435.00	$20.00	$70,000.00	$24.00	$84,000.00	$46.00	$161,000.00
	TOTAL BID PRICE WITH ALT I & ALT II				**$2,718,449.19**		**$802,514.00**		**$907,755.60**		**$1,246,370.11**		**$1,181,088.50**		**$843,622.50**		**$1,307,932.50**		**$1,093,807.07**		**$1,262,420.00**		**$850,908.50**		**$952,375.00**
Prior Experience (A1) Included				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	
Bid Bond Incuded				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	
Substitutions (B4) - How many?				None		None		None		None		None		None		None		None		None		None		None	
Subcontractors (B5) - How many?				3		1		1		1		2		2		9		2		0		2		4	
Required Forms (B6, B7, B8, B9, B10, B11, B12)				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	
Addendum No.1, No. 2, No.3				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	
All Required Licenses Attached				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	

Opened by: Kari Hansen

CONSTRUCTION CONTRACT FOR
10th AVENUE SOUTH UTILITIES IMPROVEMENT PROJECT
IFB # PS-ST-13-14-109

THIS CONSTRUCTION CONTRACT ("Contract") is by and between the **City of Lake Worth**, a Florida municipal corporation ("City") and **B&B Underground Contractor's, Inc.**, a Florida corporation, with its principal address at 4050 WESTGATE AVE. SUITE 110 WEST Palm Beach, Florida 33409 ("Contractor").

City and Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is agreed by both parties, agree as follows:

Article 1. DEFINITIONS.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the Invitation for Bid #PS-ST-13-14-109 (including, but not limited to, the addenda, Plans & Drawings, Special Terms and General Conditions and Terms issued therewith) ("IFB"), the bid submitted by the Contractor and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, at once and before proceeding shall obtain a written interpretation or clarification. In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed Change Orders; Work Direct Changes; and, Field Orders
Second Priority:	Specifications (quality)
Third Priority:	Drawings (location)
Fourth Priority:	This Contract
Fifth Priority:	Special Terms (in the IFB)
Sixty Priority:	General Conditions and Terms (in the IFB)
Seventh Priority	Remainder of the IFB
Eighth Priority	Contractor's Bid

The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the City Manager or designee, City of Lake Worth, Florida**. In the administration of this Contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.3 Contract Price. The Contract Price shall be $686,122.50 (Six Hundred Eighty-Six Thousand One Hundred Twenty-Two Dollars and 50/100 Cents, which shall be payable in accordance with paragraph 3 of this Contract. The Contract Price includes the cost for the Public Construction Bond. In addition, if the City authorizes either Alternate 1 or Alternate 2 as requested by the City and proposed by the Contractor, the Contract Price may be increased.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 Substantial completion of the work shall be within **120 calendar days** from the notice to proceed. Final completion of the work and all punch-list items (if any) shall be within **30 calendar days** from substantial completion.

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

Article 3. PAYMENT PROCEDURES

3.1 Generally. Payment shall be made pursuant to IFB.

3.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the IFB and this Contract, the City shall pay the remainder of the Contract Price.

Article 4. SUBCONTRACTS

No more than 25% of dollar value of the total work may be accomplished by subcontractors. Balance of work must be accomplished by selected Contractor's own forces.

Article 5. CONTRACTOR'S REPRESENTATIONS

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

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

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

5.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with

the other terms and conditions of the Contract Documents.

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

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

Article 6. INDEMNITY.

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

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

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

Article 7. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit,

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

Article 8. PUBLIC CONSTRUCTION BOND.

A. In accordance with the provisions of section 255.05, Florida Statutes, the Contractor shall provide to the City, on forms furnished by City in the IFB or substantially similar as approved by the City, a 100% Public Construction Bond ("Bond") in an amount not less than the total Contract Price by a Surety Company acceptable to the City. The Bond shall incorporate by reference the terms of the Contract Documents in its entirety. Moreover, Contractor agrees that the following language shall be expressly included within the language of its Public Construction Bond (with the City identified as the "Owner"):

> "The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the contract documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the contract. The Surety waives all rights against Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by Owner as fiduciary."

B. To be acceptable to the City as the Owner, a Surety Company shall comply with the following provisions:

(1) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(3) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

(4) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Proposal is issued.

(5) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

(6) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

(a) **Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.**

(b) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

C. The cost of the Public Construction Bond shall be a direct pass through cost to the City from the Contractor without any mark-up.

Article 9. MISCELLANEOUS.

9.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

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

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

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

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

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

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

9.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

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

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

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

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

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

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

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

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

9.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT

has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

IN WITNESS WHEREOF, the City and Contractor have caused this Construction Contract for 10th Avenue South Utilities Improvement Project to be executed the day and year shown below.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, City Attorney

CONTRACTOR: **B &B UNDERGROUND CONTRACTORS, INC.**

By: _____

Print Name: Owen Bates

Title: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 29th day of April, 2014 by Owen Bates, as President of B & B Underground Contractor's, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following personally known as identification.

Notary Public _____

LAURA DEMILLO
Notary Public - State of Florida
My Comm. Expires May 19, 2017
Commission # FF 002294
Bonded Through National Notary Assn.

Print Name: Laura DeMillo
My commission expires: 5/19/17

BBUND-1 OP ID: R3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Florida, Inc.
1201 W Cypress Creek Rd # 130
P.O. Box 5727
Ft. Lauderdale, FL 33310-5727
Daniel A. Touchet

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Trust Insurance Co	20141
INSURER B : FCCI Insurance Co	10178
INSURER C : FCCI Commercial Ins Co	33472
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
B&B Underground Contractors, Inc
4050 Westgate Ave, Suite 110
West Palm Beach, FL 33409

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		GL00132623	04/01/2014	04/01/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA00206693	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
							PIP	$ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB00141513	04/01/2014	04/01/2015	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		001WC14A68265	04/01/2014	04/01/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Project: 10th Ave South Utilities Improvements IFB#PS-ST-13-14-109
City of Lake Worth and Civil Design Inc are additional insureds with respect to General Liability if required by written contract.

CERTIFICATE HOLDER

LAKEWOR

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF LAKE WORTH
301 College Street · Lake Worth, Florida 33460 · Phone: 561-586-1720

AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** Water Utilities

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EXECUTIVE BRIEF

TITLE:
Construction Contract with B&B Underground, Inc. for the construction of watermain improvements for 14 and 15 Avenue North and Crestwood Blvd.

SUMMARY:
The Contract provides for the construction of a new watermain with fire hydrants, roadway reconstruction, and minor restoration work.

BACKGROUND AND JUSTIFICATION:
The project was included in the approved five year CIP Plan and was designed in FY 2012. The streets included in the project were identified to be deficient in fire flow coverage and the roadways are poorly rated. The project consists of the installation of a new 8" water main with fire hydrants, roadway reconstruction, and minor restoration work.

The City of Lake Worth Utilities department has solicited bids from contractors for the construction of the Watermain Improvements for 14th & 15th Avenue North, and Crestwood Blvd., under Bid IFB-UT-WM-13-14-107. The lowest bid for the sum of $1,023,626 was from B&B Underground, Contractor's, Inc. The project engineer, Michael B. Schorah & Associates, Inc., is recommending award of the Bid to B&B Underground, Inc.

MOTION:
I move to approve/not approve a Construction Contract with B&B Underground Contractor's, Inc.

Attachments
1) Fiscal Analysis
2) Bid Recommendation of Award Letter
3) Bid Tabulation
4) Contract

A. Five Year Summary of Fiscal Impact

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	1,023,626	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	$1,023,626	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 Distribution							
Account Number	Account Description	Project #	FY 2014 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.63-00	WD Capital	WT1409	$975,164	N/A	$975,164	-$472,220	$502,944

Public Services							
Account Number	Account Description	Project #	FY 2014 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
170-5020-519.63-15	Streets Improve Other than Build/Infrastructure	GV1408	$250,900	N/A	$250,900	-$168,846	$82,054
		GV1409	$141,815	N/A	$141,815	-$138,193	$ 3,622
		GV1410	$109,090	N/A	$109,090	-$ 67,952	$41,138
		GV1411	$ 43,635	N/A	$ 43,635	-$ 43,635	$ -0-
408-5090-538.63-15	Stormwater Improve Other than Build/Infrastructure	ST1403	$ 25,000	N/A	$25,000	-$25,000	$ -0-
		ST1404	$ 25,000	N/A	$25,000	-$25,000	$ -0-
		ST1405	$ 29,895	N/A	$29,895	-$29,895	$ -0-
		ST1406	$ 52,885	N/A	$52,885	-$52,885	$ -0-

C. Fiscal Review:

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

Michael B. Schorah and Associates, Inc.
ENGINEERS • SURVEYORS • DEVELOPMENT CONSULTANTS

SUITE 206
1850 FOREST HILL BLVD.
WEST PALM BEACH, FL 33406
PHONE (561) 968-0080
FAX (561) 642-9726
EB 2438 LB 2438

April 4, 2014

City of Lake Worth Utilities Department
1900 2nd Avenue North
Lake Worth, Florida 33461

Attn: Ms. Monica Morandi, P.E., Utilities Engineer

RE: Watermain Improvement for 14th & 15th Avenue North, Crestwood Blvd. and North 'F' Street. LAKE Worth Bid Number IBF UT-WM-13-14-107

Dear Ms Morandi:

On February 27, 2014 eleven (11) bids were received, opened and read for the work included in the subject project. The bids ranged from $1,023,626.00 to $1,466,639.00. Attached herewith is a bid tabulation summary showing all bid items and values for your use in reviewing and comparing these costs. The low bid was received from B & B Underground in the above stated amount of $1,023,626.00. Note also that that this bid was lower than the Engineers Opinion of Cost of $ 1,535,687.00 prepared by this office.

In evaluating the bid documents submitted by B & B Underground it was noted that this contractor has successfully completed municipal projects of a similar nature to this project. The contractor also submitted documents showing they have adequate staff experience and facilities needed to perform the work required under this contract. Based on the information reviewed we are recommending that the City move forward and award this contract to B & B Underground.

We are recommending this award based on our review of the project and the contractor from an engineering prospective. You may wish to seek advice from your legal counsel relative to other matters regarding legalities of award of this contract. We recommend that you establish the following budgets for anticipated expenses under the construction phase of this contract:

Construction Contract .....$ 1,023,626.00
Testing Allowance.....$ 6,100.00

TOTAL.....$ 1,029,726.00

Note that the construction phase engineering services will be provided by our firm under our existing contract for this project.

If you have any questions or comments regarding this recommendation or the project, please call me at 561-968-0080, I would be happy to meet with you to discuss this bid.

Very Truly Yours,

Frederick Roth, Jr., P.E.
Senior Vice President
Michael B. Schorah & Associates, Inc

Project Name: LAKE WORTH WATERMAIN REPLACEMENT PROJECT **Bid No.**: IFB-UT-WM-13-14-107
Lake Worth Project Number: UT-WAT-09-10-004 and 09-10-005 (modified) **MBSA Project Number**: 1459
Page 1

				B & B Underground		Westwind Construction		Foster Marine		Roadway Construction		Caribe Utilities of FL		Ocean Bay Construction	
Item No.	ITEM	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	$35,000.00	$35,000.00	$78,370.00	$78,370.00	$27,000.00	$27,000.00	$81,086.00	$81,086.00	$75,000.00	$75,000.00	$48,808.00	$48,808.00
2	Maintenance of Traffic	1	LS	$5,500.00	$5,500.00	$48,990.00	$48,990.00	$9,000.00	$9,000.00	$5,769.00	$5,769.00	$6,000.00	$6,000.00	$12,000.00	$12,000.00
3	NPDES Compliance	1	LS	$500.00	$500.00	$15,630.00	$15,630.00	$7,500.00	$7,500.00	$734.00	$734.00	$750.00	$750.00	$2,000.00	$2,000.00
4	Clearing and Grubbing	1	LS	$45,000.00	$45,000.00	$92,660.00	$92,660.00	$50,000.00	$50,000.00	$64,380.00	$64,380.00	$69,000.00	$69,000.00	$50,000.00	$50,000.00
5	Video Taping of Existing Conditions	1	LS	$4,000.00	$4,000.00	$5,380.00	$5,380.00	$2,500.00	$2,500.00	$1,102.00	$1,102.00	$1,190.00	$1,190.00	$2,000.00	$2,000.00
6	Record Drawings	1	LS	$25,000.00	$25,000.00	$5,650.00	$5,650.00	$9,300.00	$9,300.00	$8,190.00	$8,190.00	$8,800.00	$8,800.00	$30,000.00	$30,000.00
7	General Allowance	1	LS	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00
1	8" PVC (C-900) Water Main w/fittings	3347	LF	$25.50	$85,348.50	$24.50	$82,001.50	$34.50	$115,471.50	$23.20	$77,650.40	$25.00	$83,675.00	$26.47	$88,595.09
2	8" D.I.P. Water Main w/fittings	50	LF	$65.50	$3,275.00	$78.50	$3,925.00	$78.00	$3,900.00	$216.80	$10,840.00	$230.00	$11,500.00	$132.00	$6,600.00
3	4" PVC (C-900)	149	LF	$26.00	$3,874.00	$17.00	$2,533.00	$48.00	$7,152.00	$52.00	$7,748.00	$56.00	$8,344.00	$38.50	$5,736.50
4	8" Gate Valves	4	EA	$1,400.00	$5,600.00	$1,340.00	$5,360.00	$1,450.00	$5,800.00	$1,453.00	$5,812.00	$1,550.00	$6,200.00	$1,430.00	$5,720.00
5	6" Gate Valves	2	EA	$1,100.00	$2,200.00	$944.00	$1,888.00	$1,100.00	$2,200.00	$1,067.00	$2,134.00	$1,150.00	$2,300.00	$1,100.00	$2,200.00
6	Fire Hydrant Assembly w/6" Gate Valve	11	EA	$3,300.00	$36,300.00	$3,405.00	$37,455.00	$3,600.00	$39,600.00	$4,061.00	$44,671.00	$4,380.00	$48,180.00	$4,180.00	$45,980.00
7	Automatic Air Release valve w/manhole and fittings	2	EA	$9,000.00	$18,000.00	$6,510.00	$13,020.00	$10,000.00	$20,000.00	$9,289.00	$18,578.00	$10,000.00	$20,000.00	$12,800.00	$25,600.00
8	Connect to Exist. 12" W.M. w/8'x12" T.S. & 8" G.V.	4	EA	$4,000.00	$16,000.00	$4,525.00	$18,100.00	$5,000.00	$20,000.00	$6,554.00	$26,216.00	$7,050.00	$28,200.00	$5,280.00	$21,120.00
9	Connect to Existing 6" Water Main w/ fittings	2	EA	$500.00	$1,000.00	$823.00	$1,646.00	$2,000.00	$4,000.00	$1,728.00	$3,456.00	$1,850.00	$3,700.00	$908.00	$1,816.00
10	Fill and Flush Connections	3	EA	$1,400.00	$4,200.00	$1,605.00	$4,815.00	$2,000.00	$6,000.00	$2,529.00	$7,587.00	$2,700.00	$8,100.00	$2,100.00	$6,300.00
11	Sample Points	7	EA	$400.00	$2,800.00	$256.00	$1,792.00	$440.00	$3,080.00	$893.00	$6,251.00	$964.00	$6,748.00	$275.00	$1,925.00
12	Temporary Canon Flush Wyes	3	EA	$1,600.00	$4,800.00	$1,125.00	$3,375.00	$1,500.00	$4,500.00	$1,547.00	$4,641.00	$1,660.00	$4,980.00	$1,870.00	$5,610.00
13	Single Water Service w/curb Stop and Sleeve	16	EA	$935.00	$14,960.00	$741.00	$11,856.00	$800.00	$12,800.00	$706.00	$11,296.00	$760.00	$12,160.00	$875.00	$14,000.00
14	Double Water Service w/curb Stop and Sleeve	29	EA	$1,000.00	$29,000.00	$937.00	$27,173.00	$850.00	$24,650.00	$1,019.00	$29,551.00	$1,100.00	$31,900.00	$1,045.00	$30,305.00
15	Single Water Meter w/box and Conc. Collar	14	EA	$950.00	$13,300.00	$431.00	$6,034.00	$1,100.00	$15,400.00	$542.00	$7,588.00	$580.00	$8,120.00	$100.00	$1,400.00
16	Double Water Meter w/box and Conc. Collar	27	EA	$1,000.00	$27,000.00	$431.00	$11,637.00	$1,300.00	$35,100.00	$491.00	$13,257.00	$530.00	$14,310.00	$100.00	$2,700.00
17	Service Line to Residence Entry Point (66 Lots)	6489	LF	$5.50	$35,689.50	$7.50	$48,667.50	$8.50	$55,156.50	$8.97	$58,206.33	$6.40	$41,529.60	$6.25	$40,556.25
18	Open Cut Pavement Repair (Service Lines)	450	LF	$25.00	$11,250.00	$21.50	$9,675.00	$29.00	$13,050.00	$16.50	$7,425.00	$17.90	$8,055.00	$117.50	$52,875.00
19	Open Cut Pavement Repair (Water Main)	1450	LF	$40.00	$58,000.00	$39.00	$56,550.00	$29.50	$42,775.00	$14.00	$20,300.00	$15.50	$22,475.00	$58.20	$84,390.00
20	Concrete Curb & Gutter Type 'F' W/ Curb Pad	7116	LF	$15.00	$106,740.00	$16.00	$113,856.00	$15.50	$110,298.00	$19.00	$135,204.00	$20.70	$147,301.20	$17.85	$127,020.60
21	6" Thick Concrete Driveway	1393	SY	$36.50	$50,844.50	$33.00	$45,969.00	$42.50	$59,202.50	$40.00	$55,720.00	$43.50	$60,595.50	$41.30	$57,530.90
22	4" Thick Concrete Sidewalk	2842	SY	$30.00	$85,260.00	$26.50	$75,313.00	$35.00	$99,470.00	$32.50	$92,365.00	$35.30	$100,322.60	$36.30	$103,164.60
23	Sodding	6250	SY	$3.00	$18,750.00	$2.60	$16,250.00	$3.75	$23,437.50	$6.00	$37,500.00	$6.50	$40,625.00	$3.00	$18,750.00
24	Mill Existing Surface and Re-work Base	8401	SY	$10.00	$84,010.00	$5.50	$46,205.50	$7.25	$60,907.25	$3.60	$30,243.60	$3.95	$33,183.95	$9.53	$80,061.53
25	1.5" Type S-III ACSC (Two Lifts w/Prime & Tack)	8401	SY	$12.50	$105,012.50	$8.50	$71,408.50	$10.00	$84,010.00	$12.00	$100,812.00	$13.00	$109,213.00	$10.58	$88,882.58
26	Handicap Ramps / Detectable Warnings	32	EA	$700.00	$22,400.00	$248.00	$7,936.00	$600.00	$19,200.00	$767.00	$24,544.00	$828.00	$26,496.00	$400.00	$12,800.00
27	Replace / Relocate Existing Stop Signs	1	LS	$2,500.00	$2,500.00	$4,140.00	$4,140.00	$2,100.00	$2,100.00	$1,770.00	$1,770.00	$1,900.00	$1,900.00	$1,280.00	$1,280.00
28	Replace / Relocate Existing Mailboxes	1	LS	$8,600.00	$8,600.00	$7,245.00	$7,245.00	$2,100.00	$2,100.00	$1,326.67	$1,326.67	$1,400.45	$1,400.45	$1,500.00	$1,500.00
29	White Thermoplastic Stopbar	72	LF	$5.00	$360.00	$5.20	$374.40	$5.00	$360.00	$1.00	$72.00	$1.15	$82.80	$4.50	$324.00
30	12" White Thermoplastic Crosswalk	383	LF	$4.00	$1,532.00	$3.20	$1,225.60	$2.00	$766.00	$4.00	$1,532.00	$4.30	$1,646.90	$2.00	$766.00
31	6" Yellow Thermoplastic Stripping	300	LF	$2.00	$600.00	$1.20	$360.00	$1.00	$300.00	$2.65	$795.00	$2.80	$840.00	$1.00	$300.00
32	Obtain Building Permit for Service Connection	68	EA	$65.00	$4,420.00	$61.00	$4,148.00	$80.00	$5,440.00	$100.00	$6,800.00	$108.00	$7,344.00	$75.00	$5,100.00
	TOTAL				**$1,023,626.00**		**$1,033,614.00**		**$1,048,526.25**		**$1,058,153.00**		**$1,107,168.00**		**$1,130,717.05**
	Contingency Items (not included in the total cost)														
1	8" Base Rock Primed	1	SY	$16.00	$16.00	$11.50	$11.50	$40.00	$40.00	$22.00	$22.00	$23.00	$23.00		$26.82
2	Asphalt Overbuild ACSC Type S-III	1	TON	$250.00	$250.00	$207.00	$207.00	$175.00	$1,775.00	$160.00	$160.00	$171.00	$171.00		$168.00

Addendum Acknowledged (Y/N)	Yes	No	Yes	Yes	Yes	Yes
5% Bid Bond (Y/N)	Yes	Yes	Yes	Yes	Yes	Yes
Trench Safety Affidavit (Y/N)	Yes	Yes	Yes	Yes	Yes	Yes
Sworn Statement Under Section 287.133 (3)(a) (Y/N)	Yes	Yes	Yes	Yes	Yes	Yes
Drug Free Workplace (Y/N)	Yes	Yes	Yes	Yes	Yes	Yes
Questionnaire (Y/N)	Yes	Yes	Yes	Yes	Yes	Yes
Conflict of Interest Statement (Y/N)	Yes	Yes	Yes	Yes	Yes	Yes
Questionnaire Bid No. 13-14-107 (Y/N)	Yes	Yes	Yes	Yes	Yes	Yes
Contractors License (INCL/LISTED)	Listed	Included	Included	Included	Included	Included
Schedule of Sub-Contractors (INCL/NONE)	None	Included	Included	Included	Included	Included
Schedule of Equipment & Materials (LISTED/NONE)	Listed	Listed	Listed	Listed	Listed	Listed

NOTES:
Westwind Construction - Did not acknowledge Addenda # 3 dated 3/7/14
Caribe Utilities of Florida - Incorrect total of items, correct total is $ 1,107,168.00

Project Name: LAKE WORTH WATERMAIN REPLACEMENT PROJECT **Bid No.:** IFB-UT-WM-13-14-107
Lake Worth Project Number: UT-WAT-09-10-004 and 09-10-005 (modified) **MBSA Project Number:** 1459
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				Lanzo Construction		Giannetti Contracting		Johnson-Davis		Mancini & Sons		DS Eakins Construction	
Item No.	ITEM	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	$55,000.00	$55,000.00	$47,169.00	$47,169.00	$60,000.00	$60,000.00	$120,000.00	$120,000.00	$87,000.00	$87,000.00
2	Maintenance of Traffic	1	LS	$0.50	$0.50	$41,588.00	$41,588.00	$20,000.00	$20,000.00	$14,000.00	$14,000.00	$36,898.00	$36,898.00
3	NPDES Compliance	1	LS	$500.00	$500.00	$24,097.00	$24,097.00	$1,000.00	$1,000.00	$1,600.00	$1,600.00	$3,908.00	$3,908.00
4	Clearing and Grubbing	1	LS	$4,000.00	$4,000.00	$69,000.00	$69,000.00	$71,000.00	$71,000.00	$52,000.00	$52,000.00	$136,805.00	$136,805.00
5	Video Taping of Existing Conditions	1	LS	$2,000.00	$2,000.00	$3,100.00	$3,100.00	$5,000.00	$5,000.00	$1,300.00	$1,300.00	$5,913.00	$5,913.00
6	Record Drawings	1	LS	$20,000.00	$20,000.00	$4,700.00	$4,700.00	$20,000.00	$20,000.00	$6,500.00	$6,500.00	$42,915.00	$42,915.00
7	General Allowance	1	LS	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00
1	8" PVC (C-900) Water Main w/fittings	3347	LF	$45.00	$150,615.00	$52.00	$174,044.00	$50.00	$167,350.00	$29.00	$97,063.00	$32.00	$107,104.00
2	8" D.I.P. Water Main w/fittings	50	LF	$250.00	$12,500.00	$97.00	$4,850.00	$100.00	$5,000.00	$110.00	$5,500.00	$335.00	$16,750.00
3	4" PVC (C-900)	149	LF	$45.00	$6,705.00	$83.00	$12,367.00	$30.00	$4,470.00	$23.00	$3,427.00	$34.00	$5,066.00
4	8" Gate Valves	4	EA	$1,500.00	$6,000.00	$1,400.00	$5,600.00	$1,500.00	$6,000.00	$2,100.00	$8,400.00	$1,507.00	$6,028.00
5	6" Gate Valves	2	EA	$1,300.00	$2,600.00	$1,100.00	$2,200.00	$1,300.00	$2,600.00	$1,600.00	$3,200.00	$1,196.00	$2,392.00
6	Fire Hydrant Assembly w/6" Gate Valve	11	EA	$4,500.00	$49,500.00	$4,600.00	$50,600.00	$5,000.00	$55,000.00	$4,700.00	$51,700.00	$4,560.00	$50,160.00
7	Automatic Air Release valve w/manhole and fittings	2	EA	$7,000.00	$14,000.00	$9,600.00	$19,200.00	$10,000.00	$20,000.00	$8,900.00	$17,800.00	$9,733.00	$19,466.00
8	Connect to Exist. 12" W.M. w/8'x12" T.S. & 8" G.V.	4	EA	$7,000.00	$28,000.00	$8,750.00	$35,000.00	$7,000.00	$28,000.00	$7,300.00	$29,200.00	$9,382.00	$37,528.00
9	Connect to Existing 6" Water Main w/ fittings	2	EA	$2,000.00	$4,000.00	$8,205.00	$16,410.00	$2,500.00	$5,000.00	$2,800.00	$5,600.00	$4,292.00	$8,584.00
10	Fill and Flush Connections	3	EA	$1,000.00	$3,000.00	$1,200.00	$3,600.00	$1,500.00	$4,500.00	$2,200.00	$6,600.00	$2,200.00	$6,600.00
11	Sample Points	7	EA	$120.00	$840.00	$242.00	$1,694.00	$500.00	$3,500.00	$600.00	$4,200.00	$450.00	$3,150.00
12	Temporary Canon Flush Wyes	3	EA	$600.00	$1,800.00	$3,100.00	$9,300.00	$1,000.00	$3,000.00	$3,100.00	$9,300.00	$1,325.00	$3,975.00
13	Single Water Service w/curb Stop and Sleeve	16	EA	$1,000.00	$16,000.00	$1,200.00	$19,200.00	$800.00	$12,800.00	$1,200.00	$19,200.00	$1,064.00	$17,024.00
14	Double Water Service w/curb Stop and Sleeve	29	EA	$1,100.00	$31,900.00	$1,300.00	$37,700.00	$1,600.00	$46,400.00	$1,200.00	$34,800.00	$1,382.00	$40,078.00
15	Single Water Meter w/box and Conc. Collar	14	EA	$650.00	$9,100.00	$900.00	$12,600.00	$200.00	$2,800.00	$890.00	$12,460.00	$347.00	$4,858.00
16	Double Water Meter w/box and Conc. Collar	27	EA	$650.00	$17,550.00	$1,000.00	$27,000.00	$300.00	$8,100.00	$1,100.00	$29,700.00	$435.00	$11,745.00
17	Service Line to Residence Entry Point (66 Lots)	6489	LF	$20.00	$129,780.00	$10.00	$64,890.00	$13.00	$84,357.00	$8.70	$56,454.30	$13.00	$84,357.00
18	Open Cut Pavement Repair (Service Lines)	450	LF	$45.00	$20,250.00	$27.00	$12,150.00	$40.00	$18,000.00	$29.00	$13,050.00	$18.00	$8,100.00
19	Open Cut Pavement Repair (Water Main)	1450	LF	$35.00	$50,750.00	$40.00	$58,000.00	$30.00	$43,500.00	$18.00	$26,100.00	$31.00	$44,950.00
20	Concrete Curb & Gutter Type 'F' W/ Curb Pad	7116	LF	$22.00	$156,552.00	$16.00	$113,856.00	$20.00	$142,320.00	$25.00	$177,900.00	$20.50	$145,878.00
21	6" Thick Concrete Driveway	1393	SY	$50.00	$69,650.00	$44.00	$61,292.00	$50.00	$69,650.00	$52.00	$72,436.00	$43.00	$59,899.00
22	4" Thick Concrete Sidewalk	2842	SY	$35.00	$99,470.00	$37.00	$105,154.00	$40.00	$113,680.00	$42.00	$119,364.00	$37.00	$105,154.00
23	Sodding	6250	SY	$4.00	$25,000.00	$4.50	$28,125.00	$7.00	$43,750.00	$6.90	$43,125.00	$7.00	$43,750.00
24	Mill Existing Surface and Re-work Base	8401	SY	$4.00	$33,604.00	$2.50	$21,002.50	$9.00	$75,609.00	$11.00	$92,411.00	$16.00	$134,416.00
25	1.5" Type S-III ACSC (Two Lifts w/Prime & Tack)	8401	SY	$8.00	$67,208.00	$10.10	$84,850.10	$13.00	$109,213.00	$17.00	$142,817.00	$13.00	$109,213.00
26	Handicap Ramps / Detectable Warnings	32	EA	$1,500.00	$48,000.00	$326.00	$10,432.00	$500.00	$16,000.00	$300.00	$9,600.00	$450.00	$14,400.00
27	Replace / Relocate Existing Stop Signs	1	LS	$500.00	$500.00	$990.00	$990.00	$300.00	$300.00	$2,000.00	$2,000.00	$2,800.00	$2,800.00
28	Replace / Relocate Existing Mailboxes	1	LS	$500.00	$500.00	$9,810.00	$9,810.00	$6,000.00	$6,000.00	$2,000.00	$2,000.00	$7,000.00	$7,000.00
29	White Thermoplastic Stopbar	72	LF	$3.00	$216.00	$7.00	$504.00	$6.00	$432.00	$3.90	$280.80	$5.50	$396.00
30	12" White Thermoplastic Crosswalk	383	LF	$2.00	$766.00	$4.00	$1,532.00	$3.00	$1,149.00	$2.40	$919.20	$3.00	$1,149.00
31	6" Yellow Thermoplastic Stripping	300	LF	$1.00	$300.00	$1.65	$495.00	$1.50	$450.00	$1.60	$480.00	$1.50	$450.00
32	Obtain Building Permit for Service Connection	68	EA	$50.00	$3,400.00	$74.00	$5,032.00	$50.00	$3,400.00	$260.00	$17,680.00	$85.00	$5,780.00
	TOTAL				**$1,186,556.50**		**$1,244,133.60**		**$1,324,330.00**		**$1,355,167.30**		**$1,466,639.00**
	Contingency Items (not included in the total cost)												
1	8" Base Rock Primed	1	SY		$30.00		$33.00		$40.00	$20.00	$20.00		$25.00
2	Asphalt Overbuild ACSC Type S-III	1	TON		$160.00		$135.00		$228.00	$250.00	$250.00		$165.00

Addendum Acknowledged (Y/N)	No	Yes	No	Yes	Yes
5% Bid Bond (Y/N)	Yes	Yes	Yes	Yes	Yes
Trench Safety Affidavit (Y/N)	Yes	Yes	Yes	Yes	Yes
Sworn Statement Under Section 287.133 (3)(a) (Y/N)	Yes	Yes	Yes	Yes	Yes
Drug Free Workplace (Y/N)	Yes	Yes	Yes	Yes	Yes
Questionnaire Bid Forms 00300-12 through 00300-14 (Y/N)	Yes	No	No	Yes	Yes
Conflict of Interest Statement (Y/N)	Yes	No	No	Yes	Yes
Questionnaire Bid No. 13-14-107 (Y/N)	Yes	Yes	Yes	Yes	Yes
Contractors License (INCL/LISTED)	Listed	Included	Listed	Listed	Included
Schedule of Sub-Contractors (INCL/NONE)	Included	Included	Included	Included	Included
Schedule of Equipment & Materials (LISTED/NONE)	Listed	Listed	None	None	Listed

NOTES:
Lanzo Construction - Did not acknowledge Addenda # 3 dated 3/7/2014
Giannetti Contrating - Did not submit "Conflict of Interest Form" or the "Questionnaire" (Bid Forms 0300-12 through 0300-14)
Johnson-Davis Inc. - Did not acknowledge Addenda # 3 dated 3/7/2014, did not submit "Questionnaire" (Bid Forms 0300-12 through 0300-14)
did not submit "Conflict of Interest Form"
Mancini & Sons, Inc. - Incorrect total of items, correct total is $ 1,355,167.00

CONSTRUCTION CONTRACT FOR
14th & 15th AVENUE NORTH, CRESTWOOD BLVD. AND NORTH F STREET
WATERMAIN IMPROVEMENT PROJECT
IFB # UT-WM-13-14-107

THIS CONSTRUCTION CONTRACT ("Contract") is by and between the **City of Lake Worth**, a Florida municipal corporation ("City") and **B&B Underground Contractor's, Inc.**, a Florida corporation, with its principal address at 4050 WEST GATE AVE SUITE 110 WEST PALM BEACH FL. 33409 "Contractor").

City and Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is agreed by both parties, agree as follows:

Article 1. DEFINITIONS.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the Invitation for Bid #UT-WM-13-14-107 (including, but not limited to, the addenda, Plans & Drawings, Special Terms and General Conditions and Terms issued therewith) ("IFB"), the bid submitted by the Contractor and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, at once and before proceeding shall obtain a written interpretation or clarification. In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed Change Orders; Work Direct Changes; and, Field Orders
Second Priority:	Specifications (quality)
Third Priority:	Drawings (location)
Fourth Priority:	This Contract
Fifth Priority:	Special Terms (in the IFB)
Sixty Priority:	General Conditions and Terms (in the IFB)
Seventh Priority	Remainder of the IFB
Eighth Priority	Contractor's Bid

The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the City Manager or designee, City of Lake Worth, Florida**. In the administration of this Contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.3 Contract Price. The Contract Price shall be $1,023,626.00 (One Million Twenty-Three Thousand Six Hundred Twenty-Six Dollars and 00/100 Cents, which shall be payable in accordance with paragraph 3 of this Contract. The Contract Price does not include the cost for the Public Construction Bond.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 Substantial completion of the work shall be within **180 calendar days** from the notice to proceed. Final completion of the work and all punch-list items (if any) shall be within **30 calendar days** from substantial completion.

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

Article 3. PAYMENT PROCEDURES

3.1 Generally. Payment shall be made pursuant to IFB.

3.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the IFB and this Contract, the City shall pay the remainder of the Contract Price.

Article 4. SUBCONTRACTS

No more than 25% of dollar value of the total work may be accomplished by subcontractors. Balance of work must be accomplished by selected Contractor's own forces.

Article 5. CONTRACTOR'S REPRESENTATIONS

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

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

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

5.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with

the other terms and conditions of the Contract Documents.

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

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

Article 6. INDEMNITY.

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

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

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

Article 7. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit,

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

Article 8. PUBLIC CONSTRUCTION BOND.

A. In accordance with the provisions of section 255.05, Florida Statutes, the Contractor shall provide to the City, on forms furnished by City in the IFB or substantially similar as approved by the City, a 100% Public Construction Bond ("Bond") in an amount not less than the total Contract Price by a Surety Company acceptable to the City. The Bond shall incorporate by reference the terms of the Contract Documents in its entirety. Moreover, Contractor agrees that the following language shall be expressly included within the language of its Public Construction Bond (with the City identified as the "Owner"):

> "The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the contract documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the contract. The Surety waives all rights against Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by Owner as fiduciary."

B. To be acceptable to the City as the Owner, a Surety Company shall comply with the following provisions:

(1) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(3) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

(4) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Proposal is issued.

(5) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

(6) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

(a) **Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.**

(b) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

C. The cost of the Public Construction Bond shall be a direct pass through cost to the City from the Contractor without any mark-up.

Article 9. MISCELLANEOUS.

9.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

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

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

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

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

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

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

9.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

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

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

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

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

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

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

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

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

9.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT

has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

IN WITNESS WHEREOF, the City and Contractor have caused this Construction Contract for 14th & 15th Avenue North, Crestwood Blvd. and North F Street Watermain Improvement Project to be executed the day and year shown below.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, City Attorney

CONTRACTOR: **B &B UNDERGROUND CONTRACTORS, INC.**

By: _____

Print Name: ONeal Bates

Title: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 29th day of April, 2014 by ONeal Bates, as President of B & B Underground Contractor's, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following personally known as identification.

Notary Public Laura DeMillo

LAURA DEMILLO
Notary Public - State of Florida
My Comm. Expires May 19, 2017
Commission # FF 002294
Bonded Through National Notary Assn.

Print Name: Laura DeMillo
My commission expires: 5/19/17

BBUND-1 OP ID: R3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Florida, Inc.
1201 W Cypress Creek Rd # 130
P.O. Box 5727
Ft. Lauderdale, FL 33310-5727
Daniel A. Touchet

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Trust Insurance Co	20141
INSURER B : FCCI Insurance Co	10178
INSURER C : FCCI Commercial Ins Co	33472
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
B&B Underground Contractors, Inc
4050 Westgate Ave, Suite 110
West Palm Beach, FL 33409

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		GL00132623	04/01/2014	04/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA00206693	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB00141513	04/01/2014	04/01/2015	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		001WC14A68265	04/01/2014	04/01/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project: Water Main Improvements for 14th and 15th Ave North, Crestwood Blvd and North F Street IFB-UT-WM-13-14-107
City of Lake Worth and Michael B. Schorah and Associates Inc are additional insureds with respect to General Liability if required by written contract.

CERTIFICATE HOLDER

LAKEWOR

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Electric Timeline

**** Dates are for illustration purposes only ****

Rebuild / Upgrade Lake Worth Power Plant

Start Date: August 1, 2015

Step 1	RFQ to hire consultant to develop technical specifications	3 months
Step 2	Draft RFP to develop technical specifications for generation scope	4 months
	A. Analyze site and auxiliary requirements	
	(utilities, fuel supply, access, neighborhood, environmental conditions)	
	B. Identify required permits	
	(building, emissions,environmental, existing use, transmission interconnection)	
	C. Commission Workshop for review of scope and selection process	
	D. Other issues i.e. - bid transperancy	
Step 3	Issue RFP	3 months
Step 4	Selection Process	6 months
	A. Appoint selection committee	
	B. Evaluate total ownership investment	
	C. Financial Advisor review	
	D. Legal Review	
	E. Analyze & Perform Rate Impact	
	Critical Decision Period 6/1/16	
Step 5	Contract	6 months
	A. Technical Review	
	B. Financial Review	
	C. Legal Review	
Step 6	Commission Approval of Contract and Financing Methodology	4 months
	A. Finance	
	B. Review with the City Financial Advisor	
Step 7	Plant Construction	3 years
	A. Determine best use of existing generators	
	B. Determine associated system requirements	
	C. Present milestone reports	
Step 8	Open Plant	1 month
	A. Cut Ribbon	
	B. Open House	
	A. Determine best use of existing generators	
	B. Determine associated system requirements	
	C. Present milestone reports	
Step 8	Open Plant	1 month
	A. Cut Ribbon	
	B. Open House	
	Total Estimated Time to Complete	5yrs 3 mons
	Completion Date	November 1, 2020

Sell Utility

Start Date: June 1, 2014

Step 1	Draft RFQ to select evaluation firm	2 months
	A. Value System - RFQ for Market Value	
	B. Value System - RFQ for Economic Value	
Step 2	Issue RFQ's	2 months
Step 3	Selection Process	3 months
	A. Appoint selection committee	
	B. Review Proposals	
	C. Recommendations	
	D. Contract Approval	
Step 4	Valuation Process	6 months
	A. Perform Values	
	B. Review Valuations with the EUAB and staff / Financial & Legal	
Step 5	City Commission Review and Discussion	3 months
	A. Presentation of Valuations to City Commission & EUAB	
	B. City Commission Discussion	
	C. City Commission's Direction to Staff	
Step 6	Draft RFP to solicit offers for possible sale	2 months
	A. EUAB review RFP	
Step 7	Issue RFP for possible sale	6 months
Step 8	Evaluate offers for sale	9 months
	A. Appoint selection committee	
	B. Financial Advisor Review	
	C. Legal Review	
	D. Analyze & Perform Rate Impact	
	Critical Decision Period 6/1/16	
Step 9	City Commission Decision and Public Referendum (Assumes the City Commission votes to sell)	6 months
Step 10	Legal requirements (Assumes a favorable purchaser)	3 years
	A. Send letter to exit FMPA - All Requirements Project	
	B. Obtain regulatory approvals: FERC FPSC NERC SEC	
	C. Satisfy bond obligations	
	D. Bond Council Approvals	
	E. Other possible legal requirements	
Step 11	Close of sale	12 months
	Relevant Dates	
	* OUC power supply contract – 2017 (January 1st)	
	* OUC power supply contract – 2019 (January 1st) 2 year options	
	* Contingent Liability Stanton I Debt – 2020/ Stanton II Debt assignment to Kissimmee Utility Authority [KUA]	
	* St. Lucie Debt – 2027	
	Total Estimated Time to Complete	7yrs 3 mons
	Completion Date	September 1, 2021

Wholesale Purchase Power (Neither Sell or Rebuild)

Start Date: June 1, 2016
The wholesale power process must commence regardless of any offer decision
(Assumes the City has executed the 2yr option)

Step 1	Exercise Extension Options with Orlando Utility Commission	2 months
Step 2	Choose Consultant / Issue the RFQ to develop the scope of RFP	2 months
Step 3	Develop RFP to purchase power	12 months
Step 4	Issue the RFP and select the provider	3 months
	Critical Decision Period 6/1/16	
Step 5	Selection Process	3 months
	A. Appoint selection committee	
	B. Review Proposals	
	C. Recommendations	
	D. Contract Approval	
Step 6	Approvals	6 months
	Total Estimated Time to Complete	2 yrs 4 mons
	Completion Date	March 1, 2017

CITY OF LAKE WORTH

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

AGENDA DATE: May 6, 2014, Regular Meeting **DEPARTMENT:** Electric Utility

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EXECUTIVE BRIEF

TITLE:
Contract with Service Electric Company for Repair and Maintenance of 138kV Transmission Line

SUMMARY:

The Contract provides for the repair and maintenance of a 138kV transmission line from the Hypoluxo Station (I-95 and Hypoluxo Rd) to the Main Yard Substation (107 College Street) and Canal Substation (South Davis Road).

BACKGROUND AND JUSTIFICATION:
The 138kV transmission line from Hypoluxo Station (I-95 and Hypoluxo Rd.) to Main Yard Substation (107 College St.) and Canal Substation (South Davis Road) is the sole source of electric power into Lake Worth. The transmission line is 30 years old. A field inspection of the line has indicated possible insulator and conductor degradation. Invitations for Bid were advertised February 16, 2014 for the Repair and Maintenance of 138kV Transmission Line IFB #UT-TD-13-14-110. Service Electric Company of Leesburg, FL was the only bidder

Hypoluxo Station was upgraded with new circuit breakers and switches in 2011. Main Yard substation was upgraded with new circuit breakers and switches in 2012. The transmission line between these stations providing power into Lake Worth electric system is due for routine maintenance. This contract calls for an inspection of each tower and replacement of insulators, hardware, and repair of any conductor damage as necessary. This project will ensure continued reliability of the sole transmission line serving the City of Lake Worth.

The Project EL 1209 -138kV Tie Line Repair was budgeted for $700,000. The lump sum bid is $662,950. Unit pricing has been provided for any unforeseen repairs identified during the inspection.

This project was recommended by the Electric Utility Advisory Board on April 30, 2014.

MOTION:
I move to approve/ not approve a contract with Service Electric Company for the Repair and Maintenance of 138kV Transmission Line in an amount of $662,950 and approve/not approve the authorization of a contingency of $37,050 if needed as identified.

ATTACHMENT(S):
Fiscal Impact Analysis
Invitation for Bid
Bid Proposal- Service Electric Company
Contract

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	700,000	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	700,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Utilities/Electric T&D							
Account Number	Project #	FY 2014 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance	Transfer from Project# EL1003 to EL1209	Project # EL1209 Balance
401-6034-531.64-00	EL1209	$631,907	$631,907	$700,000	$-68,093	$68,093	$700,000

C. Department Fiscal Review: Clay Lindstrom

City of Lake Worth
PROCUREMENT OFFICE

INVITATION FOR BID

IFB #UT-TD-13-14-110

Repair and Maintenance of 138kV Transmission Line

Bid Submittal Deadline

Day/ Date:	March 6th 2014
Time:	2:00 p.m.
Location:	Procurement Office – 2nd Floor 7 North Dixie Hwy. Lake Worth, FL 33460

Pre-Bid Meeting

Date:	February 25th
Time:	10:00 AM
Location:	Utilities Administration Conference Room 1900 2nd Avenue North Lake Worth, FL 33461

PROCUREMENT OFFICE
7 North Dixie Hwy. Lake Worth, FL 33360
TEL: 561-586-1674

INVITATION FOR BID
UT-TD-13-14-110

Repair and Maintenance of 138kV Transmission Line

The City of Lake Worth is seeking a contractor to perform maintenance and repair services on the City's 138kV Transmission Line, which in the opinion of the City, meet or exceed the technical specifications described herein, and offers the best value to the City.

Bid documents may be acquired electronically by logging onto the City's website at:

http://www.lakeworth.org

Hard copies of bid documents may also be acquired from the Procurement Office located in the Finance Office at City Hall, 2nd Floor, 7 North Dixie Hwy., Lake Worth, Fl 33460.

Time is of the essence and any bid **received after 2:00PM on March 6th 2014,** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Procurement Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received.

All bids must be delivered or mailed to:

City of Lake Worth
Procurement Office
7 North Dixie Hwy
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE SEALED AND MUST BE IDENTIFIED AS BID #UT-TD-13-14-110. Bids shall be accompanied by a Bid Security in the form of a certified or bank check made payable to the Owner, or a Bid Bond. The amount of the security shall not be less than five (5) percent of the Bidder's total price indicated in Bid Form.

No Bid may be withdrawn for a period of 90 days after the scheduled closing date for the receipt of bids except as otherwise provided in the Instructions to Bidders.

PUBLISH: _____
Kari Hansen, Purchasing Agent

DATE: Demand Star/Onvia
Palm Beach Post
February 16th 2014

Repair and Maintenance of 138kV Transmission Line

SECTION 1 - Scope of Work

1.0 SCOPE

The Work to be performed by the Contractor includes permitting, inspecting, furnishing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to modify, construct, complete, deliver and place in operation the subject Project as shown on the Drawings and/or as herein described as specified. All Work to be in accordance with the standards of the NESC and OSHA and the Contract Documents.

A. The work to be performed includes:

   1) Replace porcelain insulators and clevises with polymer insulators. Where existing hardware is 'shoes' it will be upgraded to full strength rated clevises.

   2) Perform an aerial inspection on all tangent structures to include: tighten hardware, realign shackles, inspect insulators for cracks and missing pins, and inspect conductor for broken or worn strands.

B. Work will be performed in the following order:

   1) Dead-end work will be performed on all 138kV structures west of Main Yard Substation.

   2) Dead-end work will be performed on 138kV structures 4093, 4230, 4234 and 4237 from Main Yard Substation to Hypoluxo Station.

   3) Aerial inspection on all 138kV tangent structures between Main Yard Substation and Hypoluxo Station.

   4) Aerial inspection on all 138kV tangent structures west of Main Yard Substation.

C. The Contractor shall coordinate and schedule any required FDOT or CSX permitting and or flagman requirements. Permitting and flagman fees to be paid separately by the City.

D. The transmission line may be de-energized during work hours from date contractor begins actual field work until work is completed. The Contractor shall restore the main to operational status prior to completion of each day's work so the line can be energized overnight. Contractor shall coordinate with City for energizing and de-energizing of main.

E. All required distribution/ transmission system materials will be supplied by the City. Any other incidental materials such as lubricants, etc., shall be provided by the Contractor.

F. The conductors on the transmission line are 954ACSR/AW.

2.0 CONSTRUCTION SEQUENCE

The project is planned to be performed in two independent phases:

A. Phase I: The 138kV transmission main that runs adjacent to I-95 from the Hypoluxo Switching Station to the City of Lake Worth Main Substation at the City's Power Plant.

B. Phase II: The 138kV transmission main that runs along 6th Avenue South from where it ties into the Hypoluxo main at I-95 to the Canal Substation on Davis Road.

Depending on the cost for the repair and maintenance work, the City at its option may award either or both phases for repair and maintenance at its option.

3.0 BID ITEMS

A. **Mobilization:** Payment on this item shall be as detailed in Paragraph 7 below.

B. **Insulator Replacement and Jumper Installation on Pole 4093:** Payment for this item shall be made at the contract unit price for a total of nine (9) porcelain, suspension insulators to be replaced with Owner furnished polymer insulators. Final sag and tension shall match existing conditions. Existing clevises shall also be replaced with Owner-furnished clevises. Re-install the previously removed jumper wires for all three (3) phases using Owner furnished conductors and Ampac or equivalent connectors.

   Great care shall be taken while handling and installing the polymer insulators. All insulators shall be thoroughly inspected before and after installation to ensure that the polymeric housing is not cut or punctured. Do not exceed the torsional loading capac1ty of the Insulator during tensioning of the conductors.

C. **Replace insulators on Dead-End Poles (Pole Nos. 4230, 4234, and 4237):** Payment for this item shall be made at the contract unit price for each pole with a total of six (6) porcelain suspension insulators per pole to be replaced with Owner-furnished polymer insulators. Final sag and tension shall match existing conditions. Existing clevises shall also be replaced with Owner furnished clevises.

   Great care shall be taken while handling and installing the polymer insulators. All insulators shall be thoroughly inspected before and after installation to ensure that the polymeric housing is not cut or punctured. Do not exceed the torsional loading capacity of the Insulator during tensioning of the conductors.

D. **Transmission Pole inspection Phase I (Pole Nos. 4092 and 9-18 through 9 52, inclusive):** Payment for this item shall be made at the contract unit price for each pole and shall include the following: mobilization to pole site including truck deployment, visual inspection of each pole, station post insulators, connections, and hardware; tighten all loose hardware. Where damaged insulators or hardware are discovered, replace as directed by Owner using Owner furnished materials. Time to perform any required replacements other than insulator replacement shall be on an hourly basis per bid item F and as approved by the Owner. Where damaged porcelain insulators or damaged hardware for undamaged porcelain insulators are to be replaced these porcelain insulators shall be replaced with Owner furnished porcelain insulators per Bid Item E.

E. **Transmission Pole inspection Phase II (Pole Nos. 7625, 6-165, and 9-61 through 9 104, inclusive):** Payment for this item shall be made at the contract unit price for each pole and shall include the following: mobilization to pole site including truck deployment, visual

inspection of each pole, station post insulators, connections, and hardware; tighten all loose hardware. Where damaged insulators or hardware are discovered, replace as directed by Owner using Owner furnished materials. Time to perform any required replacements other than insulator replacement shall be on an hourly basis per bid item F and as approved by the Owner. Where damaged porcelain insulators or damaged hardware for undamaged porcelain insulators are to be replaced these porcelain insulators shall be replaced with Owner furnished porcelain insulators per B1d Item E.

F. **Transmission Pole Insulator Replacement:** Payment for this item shall be made at the contract unit price for each porcelain station post insulator to be replaced with an Owner furnished polymer insulator. Final sag and tension shall match existing conditions. Great care shall be taken while handling and installing the polymer insulators. All insulators shall be thoroughly inspected before and after installation to ensure that the polymeric housing is not cut or punctured.

G. **Additional Crew Time:** This item includes the unit cost of crew time on an hourly basis to conduct additional maintenance or replacement activities as identified during inspection in Bid Item D. This item shall include all labor, tools, machinery, and equipment required to perform the additional work required, but does not include mobilization and demobilization to the pole or time to perform the visual inspection and tightening of loose connections covered in item D for the insulator replacement work covered in Item E.

4.0 PAYMENT

A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

B. Final payment for Work governed by unit price will be made on the basis of actual measurements and quantities accepted by the City multiplied by the unit pnce for Work which is incorporated in or made necessary by the Work.

C. Payment for lump sum items will be made on the basis of percentage complete as approved by the City.

D. The City will take all measurements and compute quantities unless noted otherwise herein.

E. Contractor to assist City by providing necessary equipment, workers, and survey personnel as required.

5.0 EXISTING STRUCTURES AND UTILITIES

A. All known utilities have been shown on the Drawings according to the best information available. It is the Contractor's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, within the Project area so that said owners may stake or otherwise mark or protect their facilities. The Contractor must provide facilities and be responsible for the protection of all structures, buildings and utilities, underground, on the surface, or above ground against trenching, dewatering, or any other activity connected with the Work throughout the entire Contract Time. If a utility is not shown or shown improperly and a conflict arises with the Work in this Contract, Contractor will be justified an increase in Contract Price and/or contract Time for any changes required in the Work or for required utility relocation, and Contractor may make a claim therefore as provided in Article 11 and/or Article 12 of the General Conditions.

B. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the Work, they must be repaired immediately in conformance with best standard practice and the approval of the owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the Work, take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility.

C. Should the Work require repairs, changes or modifications of the Owner's utilities as well as other utilities, it is the responsibility of the Contractor to provide for the maintenance of continuous water, sewage, electric, telephone and other utility services to all present customers of such utilities, unless approval in writing is secured from the applicable utility company or Owner for interruption of such service.

D. Contractor is responsible for verifying all vertical and horizontal locations of all existing utilities and structures, whether shown on the drawings or not, to verify any potential conflicts prior to ordering any materials.

6.0 QUALITY CONTROL

Provide twenty-four (24) hour notification to the City for all specified field observations, unless otherwise noted.

7.0 MOBILIZATION

A. Consists of the preparatory Work and operations in mobilizing for beginning Work on the Project including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and State and local laws and regulations.

   The costs of bonds, insurance and any other pre-construction expenses necessary for the start of the Work, excluding the cost of construction materials, is to be included in Mobilization.

B. Partial payments will be made in accordance with the following schedule:

Percent of Contract Price Less Mobilization Earned	Allowable Percent of the Lump Sum Price of Mobilization
5	25
10	50
25	75
50	100

   The standard retainage will be applied to these payments. Previous payments for Mobilization and unpaid amounts on Allowances will not be considered in calculating the percent of the Contract Price earned. Payments will be made in stepped increments as shown and will not be interpolated between steps.

8.0 MAINTENANCE OF TRAFFIC

A. In the Contractor's use of streets and highways for the Work to be done under these Specifications, conform to all Municipal, County, State and Federal laws and regulations as applicable. Provide, erect and maintain effective barricades, warning lights, and signs on all intercepted streets or highways for protection of the Work and safety of the public. All barricades or obstructions which encroach on or are adjacent to the public rights of way should be provided with lights which are illuminated at all times between sunset and sunrise.

B. Contractor shall schedule Work to cause minimum disturbance of normal pedestrian and vehicular traffic and be responsible for providing suitable means of access to all public and private properties during all stages of the construction. Other than for an emergency safety condition, the Contractor must contact the Owner and City for approval prior to completely blocking off any street to vehicular traffic during construction. Contractor shall provide written notification to emergency, police, fire and other appropriate agencies at least 24 hours in advance of new work or changed work.

C. Maintain traffic in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 Edition, except as follows:

   1. Contractor is responsible for preparing a Maintenance of Traffic plan. Submit plan for Owner or roadway authority (City, County, D.O.T.) review. The Maintenance of Traffic plan must be prepared by a person who is certified by an FDOT certified school or an City licensed in the State of Florida.

   2. When the Bid Form does not include a separate item for Maintenance of Traffic, the costs are to be included for payment under the several scheduled items on the Bid Form and no separate payment will be made.

9.0 PLACING EQUIPMENT INTO SERVICE

Do not operate or place into service or energize electrical and mechanical equipment until approved by the Owner and City. Such approval may be granted only after all interested parties have been duly notified, have given approval for placing the equipment into service, and all interested pmiies are present or waived their right to be present. Contractor shall provide, in writing, seventy-two (72) hour notification for all item and equipment start-ups.

10.0 SALVAGEABLE MATERIAL

All salvageable material and/or equipment removed as a part of the Work for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified must be disposed of by the Contractor. All material and/or equipment not in salvageable condition as determined by the City must be disposed of by the Contractor. The actual storage site for salvageable material will be designated by the Owner.

11.0 DISPOSAL OF NON-SALVAGEABLE MATERIALS AND DEBRJS

All non-salvageable material and debris (unless otherwise noted) are to be disposed of by the Contractor at an appropriate legal site.

12.0 CONSTRUCTION SCHEDULE/MEETINGS

A. Contractor shall submit a construction schedule in accordance with the General Conditions.

B. Contractor's Project Manager and a representative of subcontractors performing work at the time of the meeting shall attend a coordination/progress meeting a minimum of once a week, as designated by the Owner, at the Owner's office during the progress of the Work. Contractor shall submit an updated construction schedule to the City at each coordination/progress meeting.

13.0 CONTRACTOR'S SUBMITTALS

Contractor shall be required to submit, with a letter of transmittal to the City, a minimum of five (5) copies of each checked and approved shop drawing, report, laboratory results, etc., where required in the specifications, Drawings, or as appropriate. If the Contractor requires any approved copies, the Contractor shall submit additional copies at the time of initial submission. Allow a minimum of two weeks from date of receipt for review by the City. Review of shop drawings will be general and will not relieve the Contractor from any responsibility.

14.0 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

The Contractor shall be responsible for protecting and restoring all land and property comers, such as section comers, Y4 section corners, property comers or block control points, and for maintaining all horizontal and vertical control points. All surveying work shall be the responsibility of the Contractor and shall be performed under the supervision of a Florida Registered Land Surveyor. Survey points that will be destroyed during construction shall be properly referenced and replaced at the Contractor's expense with permanent monuments approved by the CITY.

SECTION 2 – SPECIAL TERMS

1.0 PRE-BID CONFERENCE

A strongly encouraged **Pre-Bid Conference will be scheduled for February 25th at 10:00AM**, located at the Utilities Administration Conference Room, 1900 2nd Avenue North, Lake Worth, FL 33461. This meeting will be followed by site visits to allow prospective contractors to view the construction route. No other site visit time will be accommodated.

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled site inspection or bid opening should contact the Procurement Division at 561-586-1665, at least five (5) days prior to the event to advise of his/her special requirements.

2.0 PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, the Contractor is not required to make payment to the City of Lake Worth for building permits or licenses, impact, inspection or other fees for this Project under the Contract: (F.S. 218.80)

3.0 INSURANCE

A. Contractor shall during the Contract Term maintain and pay for insurance issued in a company or companies lawfully authorized to do business in Florida with a current AM Best Company rating of A- as to management and VII as to financial size, **naming Owner as an Additional Insured**, as will protect Owner from contingent liability under this Contract.

B. Coverages.

(a) Workers' Compensation Insurance, including Employers Liability, as required by Florida Law, covering all employees. Contractor shall ensure that all sub- contractors comply with this requirement.

(b) Project Specific General Liability Insurance with limits of:

General Liability: $1,000,000 per occurrence/$2,000,000 annual aggregate. Projects and Completed

Operations: $1,000,000 aggregate

Automobile Liability: with combined single limit of $300,000 per occurrence.

(c) Including Contractor's Protective coverage for any sub-contractor's operations.

C. The Certificate of Insurance and policy endorsements or riders shall **name the Owner, *City of Lake Worth*, as "ADDITIONAL INSURED" with respect to all Liability coverages**. Owner may withhold payment to Contractor until evidence of insurance coverage is received.

SECTION 3 – MINIMUM QUALIFICATIONS

CHECKLIST

Contractors must meet the following requirements in order to be considered for award.

Contractors not meeting the minimum requirements will be disqualified. All decisions of the City are final.

1. Contractor must have a minimum of five (5) years experience in projects involving similar type work.

Complete Form A1

SECTION 4 - INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

1. HOW TO SUBMIT A BID:

   a. **The original and two (2) copies plus one (1) electronic copy (cd, flash drive, etc)** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

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

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

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

   d. Submission of a Bid implies a full understanding of the Invitation to Bid, the Special Terms, the General Conditions and the drawings and specifications, the Project and the Work. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

   e. This Invitation for Bid consists of this document along with all plans, drawings and/or technical specifications related to this procurement, all of which are incorporated herein by this reference.

2. THE BID PACKAGE.

   The Bid Submission Package consists of the following documents:
   - A1 Contractor's Prior Experience
   - B1 Bid Cover Sheet
   - B2 Bid
   - B3 Schedule of Sub-contractors
   - B4 Reference List
   - B5 Non-Collusion Affidavit B9 Drug Free Certification
   - B6 Listing of all Bids
   - B7 Contractor's Existing and Proposed Workload
   - B8 Bid bond or deposit

   The Bid Submission Package, and any other required documents must be returned in order for the bid to be considered.

   AVOID BID REJECTION*:*

   Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms.

   Form B-2 must be signed in ink by an officer authorized to bind the Bidder.

   Failure to complete any form or provide the required signature may be grounds for rejection of the bid.

3. COMPLETION OF BID SUBMISSION PACKAGE.

A. It is the responsibility of the bidder to insure that all pages are included. All bidders are advised to closely examine this package.

B. **All bids must be submitted on the provided Bid forms**. Bids submitted on Contractor Letterhead or quotation forms will not be accepted.

C. All bids (Form B-2) must be typed or neatly written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. **Failure to submit a duly signed bid shall be cause for rejection of the bid. Failure to submit an electronic copy/version of the provided bid tabulation shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

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

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

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

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

5. BID PRICES

All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms.

Prices must be stated in the units specified on the Schedule of Bid Items (Form B3). Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS

If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet (Form B4) in the Bid Submittal Package. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference, that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING

If a bidder intends to subcontracts any portion of the work, the Schedule of Contractors (Form B5) must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors, including any small business contracts that will also be listed on Form B12- Statement of Small Business Participation. All Small Business subcontractors must also be listed on both Form B5 – Schedule of Sub-Contractors and Form B12-Statement of Small Business Participation. Owner reserves the right to reject any bid if the bid names a subcontractor

who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. Owner reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Contractor shall submit for the Owner's review and approval, as part of his bid submission, a sample copy of his company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. BID BONDS OR DEPOSITS

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

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

All checks and orders must be made payable to the City of Lake Worth. The City reserves the right to hold the bid security until a contract is properly executed. If any bidder presented with a contract fails to execute such contract with the City as agent for the ECR Board, the City may be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract.

9. CERTIFICATION AND LICENSES

Bidder must include with his bid package a copy of a current Occupational License in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have an occupational license from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

10. NO LOBBYING

Bidder and its representatives are prohibited from contacting or lobbying any member of the City, the Mayor, any City Commissioner, City staff, evaluation committee, or any other person authorized on behalf of the City related or involved with this Invitation to Bid. Bidder's representatives shall include, but not be limited to, the Bidder's employee, partner, officer, director, consultant, lobbyist, attorney or any actual or potential subcontractor or consultant of the Bidder. All oral or written inquiries are to be directed to the Budget Manager. Any violation of this condition may result in rejection and/or disqualification of the Bidder.

The "No Lobbying" condition is in effect from the date of publication of the IFB and shall terminate at the time the City approves execution or executes the contract, rejects all bids or otherwise takes action which ends the solicitation process.

11. CONFLICT OF INTEREST

All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lake Worth. Further, all bidders must disclose the name of any employee of those cities or the County who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its affiliates.

12. ETHICS REQUIREMENTS.

No Bidder may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City of Lake Worth. Any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

13. PUBLIC ENTITY CRIMES.

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

14. INQUIRIES AND ADDENDA

Except as provided in this section, Bidders or others representing a Bidder are prohibited from contacting or lobbying the City, the Mayor, any City Commissioner, City of Lake Worth staff, any Evaluation Committee, or any other person authorized on behalf of the City related or involved with this IFB.

Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue other than Small Businesses, must be directed in writing, by US mail, fax or email to:

City of Lake Worth Procurement Office
7 North Dixie Hwy
Lake Worth, Fl 33460
E-mail: KHansen@LakeWorth.org

*All questions or inquiries must be received no later than **ten (10) calendar days** prior to the Bid closing date.*

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid.

No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of the Invitation to Bid will be made for any bidder, except by written addendum.

15. ACCEPTANCE; REJECTION; CANCELLATION

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

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

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

16. SELECTION OF BIDDER WITH WHOM TO CONTRACT

The selection of a bidder with whom to contract shall be based on the "best value" to the City using the following criteria:

1. Skill and experience,
2. Capacity to perform in terms of facilities, personnel and financial viability,
3. Past performance,
4. Amount of the bid in relation to the needed goods, services, or construction,
5. Adherence to the specifications and requirements
6. Content of the bid.

17. POSTING OF AWARD TABULATIONS

The selected bidder will be notified in writing of the ECR Board's intent to award a contract. Recommended awards will be available for review by interested parties at the Office of the Budget Manager for the City.

18. CONTRACT.

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

19. COSTS.

All costs incurred by any party in responding to this Invitation to Bid are the sole responsibility of the Bidder.

20. PROTEST PROCEDURE

A protest must be addressed to the Budget Manager, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Budget Manager within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Budget Manager. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

21. CITY IS DOCUMENT GATEKEEPER

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

BID PACKAGE COVER SHEET (B1)

IFB #UT-TD-13-14-110

Project Title: **Repair and Maintenance of 138kV Transmission Line**

Bidder Company Name: ……

Enclose the following documents:

_____ 1. Bid Package Cover Sheet. (B1)

_____ 2. Prior Experience. (A1)

_____ 3. Bid (B2) **Must be signed**.

_____ 4. Schedule of Sub-contractors (B3). If none, mark "none".

_____ 5. Reference List (B4)

_____ 6. Affidavit Of Prime Bidder re Noncollusion (B5). **Sign and notarize the signature.**

_____ 7. Drug Free Certification (B6)

_____ 8. Contractor's Existing and Projected Workload (B7)

_____ 9. Bid bond or deposit (B8)

_____ 10. Copies of licenses, certifications and registrations (Contractor to Supply)

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

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

Submit ONE (1) ORIGINAL and TWO (2) COPIES and ONE (1) ELECTRONIC COPY of your Bid package.

AVOID BID REJECTION*:*
All bids must be submitted on the provided Bid forms.
Form B-2 must be signed in ink by an officer authorized to bind the Bidder.
All Forms must be fully completed.

City of Lake Worth
IFB #UT-TD-13-14-110
Contractor's Prior Experience Form

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

Contractor Name:

PROJECT **(FIRST PROJECT)**

Name of Project: _____

Project Location: _____

Description of Project: _____

_____

_____

_____

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

_____

_____

_____

Description of any Change Orders: _____

_____

_____

_____

Contractor Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name/Title: _____

Phone Number: _____

Fax Number: _____

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

PROJECT **(SECOND PROJECT)**

Name of Project: _____

Project Location: _____

Description of Project: _____

_____

_____

_____

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

_____

_____

_____

Description of any Change Orders: _____

_____

_____

_____

Contractor Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name/Title: _____

Phone Number: _____

Fax Number: _____

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

(B2)

Repair and Maintenance of 138kV Transmission Line
IFB UT-TD-13-14-110

Proposal of:

_____

(Bidder Company Name)

Repair and Maintenance of 138kV Transmission Line

BID ITEM		QTY	UNIT PRICE	EXTENDED PRICE
A.	Mobilization	1	$ _____	$ _____
B.	Insulator Replacement and Jumper Installation on Pole 4093	9	$ _____	$ _____
C.	Replace insulators on Dead-End Poles (Pole Nos. 4230, 4234, and 4237)	18	$ _____	$ _____
D.	Transmission Pole inspection Phase I (Pole Nos. 4092 and 9-18 through 9 52, inclusive)	68	$ _____	$ _____
E.	Transmission Pole inspection Phase II (Pole Nos. 7625, 6-165, and 9-61 through 9 104, inclusive)	36	$ _____	$ _____
F.	Transmission Pole Insulator Replacement Phase I	MAX 408	$ _____	$ _____
F.	Transmission Pole Insulator Replacement Phase II	MAX 216	$ _____	$ _____
G.	Additional Crew Time	MAX 250	$ _____	$ _____

TOTAL BID PRICE:
Lump sum bid price for the purchase and delivery of the bid items $ _____

_____

(Spell Out Dollar Figure Here)

Complete Technical Specifications/Brochure Included with Bid? ( )Yes ( )No

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

IFB UT-TD-13-14-110 continued:

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.

2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.

3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.

4. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of $_____.

5. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.

6. Bidder understands that the contract time starts on the date of Notice to Proceed.

7. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.

8. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.

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

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

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

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

Name	*Address*

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

Name	*Address*

IFB UT-TD-13-14-110 continued

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

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

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

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

Workmanship is warranted for_____

Estimated time to complete project once a PO has been issued: _____ Calendar Days

State License # _____

County License # _____ATTACH COPY(s)

Type of License: _____

Name of Firm: _____

HQ Address: _____ST_____Zip_____

Phone: (_____) _____

Email: _____

FEIN: _____State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _

Service Office: _____ ST_____Zip_____

Service Contact Name: _____Title: _____

Phone: (_____) _____

Email: _____

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

(B3)

IFB # UT-TD-13-14-110

SCHEDULE OF SUBCONTRACTORS

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

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

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

Authorized Signature: _____

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

(B4)

LIST OF REFERENCES

NOTE: If you completed A1 this form may be omitted.

1. Owner's Name & Address: _____

_____

Project: _____

Contact Person: _____

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

2. Owner's Name & Address: _____

_____

Project: _____

Contact Person: _____

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

3. Owner's Name & Address: _____

_____

Project: _____

Contact Person: _____

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

(B5)

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

State of _____} County of __}

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

1. I am the _____of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the ECR Board or the City of Lake Worth, or any person interested in the proposed Contract; and

5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth. _____ (if none, write "None").

6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries:
_____(if none, write "None").

7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to

any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this _____*(Date)*

by: _____

_____ who is personally known to me or

_____who has produced _____as identification
and who did /(did not) take an oath.

_____
Notary Public (print & sign name)

Commission No. _____

(B6)

DRUG FREE WORKPLACE CERTIFICATION

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

_____ does:

(Name of Business)

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

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

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidders Authorized Signature

Print Name: _____

_____
Date

(B7)

City of Lake Worth

FB #UT-TD-13-14-110

Contractor's Existing and Projected Workload Form

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

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date

(B9)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we: _____ (the ”Principal”), and _____ (the “Surety”), a corporation authorized to do business as a surety in the State of Florida, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents in the full and just sum of _____ Dollars ($ _____) good and lawful money of the United States of America, to be paid upon demand of the **City of Lake Worth, Florida**.

WHEREAS, the Principal is about to submit, or has submitted a bid in response to an Invitation for Bid issued by the City of Lake Worth; and

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany its Bid.

NOW THEREFORE, the conditions of this obligation are such that if the Bid is accepted by the City of Lake Worth. the Principal shall within ten (10) calendar days after receipt of a contract, execute said contract and upon the terms, conditions and price set forth in the Invitation for Bid and Bid, in the form and manner required by the City of Lake Worth, Florida, in an amount of one hundred percent (100%) of the total contract price, as indicated in the Bid, in form and with security satisfactory to the City, then this obligation is to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City upon demand the amount hereof, not as a penalty but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these present to be duly signed and sealed this _____ day of _____, 2014.

Bidder as PRINCIPAL: SURETY:

Company: _____ Company: _____

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Address: _____

BID PACKAGE COVER SHEET (B1)

IFB #UT-TD-13-14-110

Project Title: **Repair and Maintenance of 138kV Transmission Line**

Bidder Company Name:

SERVICE ELECTRIC COMPANY

Enclose the following documents:

✓ 1. Bid Package Cover Sheet. (B1)

✓ 2. Prior Experience. (A1)

✓ 3. Bid (B2) **Must be signed**.

✓ 4. Schedule of Sub-contractors (B3). If none, mark "none".

✓ 5. Reference List (B4)

✓ 6. Affidavit Of Prime Bidder re Noncollusion (B5). **Sign and notarize the signature.**

✓ 7. Drug Free Certification (B6)

✓ 8. Contractor's Existing and Projected Workload (B7)

✓ 9. Bid bond or deposit (B8)

✓ 10. Copies of licenses, certifications and registrations (Contractor to Supply)

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

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

Submit ONE (1) ORIGINAL and TWO (2) COPIES and ONE (1) ELECTRONIC COPY of your Bid package.

AVOID BID REJECTION:
All bids must be submitted on the provided Bid forms.
Form B-2 must be signed in ink by an officer authorized to bind the Bidder.
All Forms must be fully completed.

City of Lake Worth
IFB #UT-TD-13-14-110
Contractor's Prior Experience Form

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

Contractor Name:

PROJECT **(FIRST PROJECT)**

Name of Project: See Attached

Project Location: _____

Description of Project: _____

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

Description of any Change Orders: _____

Contractor Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name/Title: _____

Phone Number: _____

Fax Number: _____

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

PROJECT **(SECOND PROJECT)**

Name of Project: _____

Project Location: _____

Description of Project: _____

_____

_____

_____

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

_____

_____

_____

Description of any Change Orders: _____

_____

_____

_____

Contractor Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name/Title: _____

Phone Number: _____

Fax Number: _____

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

(B2)

Repair and Maintenance of 138kV Transmission Line
IFB UT-TD-13-14-110

Proposal of:

SERVICE ELECTRIC COMPANY
(Bidder Company Name)

Repair and Maintenance of 138kV Transmission Line

BID ITEM		QTY	UNIT PRICE	EXTENDED PRICE
A.	Mobilization	1	$ 28,000.00	$ 28,000.00
B.	~~Insulator Replacement and~~ Jumper Installation on Pole 4093	3 ~~9~~	$ 1,500.00	$ 4,500.00
C.	Replace insulators on Dead-End Poles (Pole Nos. 4230, 4234, and 4237)	18	$ 1,500.00	$27,000.00
D.	Transmission Pole inspection Phase I (Pole Nos. 4092 and 9-18 through 9 52, inclusive)	68	$ 4,900.00	$ 333,200.00
E.	Transmission Pole inspection Phase II (Pole Nos. 7625, 6-165, and 9-61 through 9 104, inclusive)	36	$ 6,500.00	$ 234,000.00
F.	Transmission Pole Insulator Replacement Phase I	MAX 408	$ NO BID	$ NO BID
F.	Transmission Pole Insulator Replacement Phase II	MAX 216	$ NO BID	$ NO BID
G.	Additional Crew Time	MAX 250	$ 145.00	$ 36,250.00

TOTAL BID PRICE:
Lump sum bid price for the purchase and delivery of the bid items $ 662,950.00

Six Hundred, Sixty Two Thousand, Nine Hundred Fifty Dollars & no cents.
(Spell Out Dollar Figure Here)

Complete Technical Specifications/Brochure Included with Bid? ( )Yes ( )No

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

(B3)

IFB # UT-TD-13-14-110

SCHEDULE OF SUBCONTRACTORS

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

			Dollar amount of subcontract work
1.	Millennium Grounds & Waters (company name)	Restoration if needed (type of work)	$ +/- $20,000.00
	1027 West Lancaster Rd. Orlando, FL (address)	(321) 228-6321 (tel. #)	
	32809 (zip code)	59-3465660 (federal I.D. #)	
2.	(company name)	(type of work)	$
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	
3.	(company name)	(type of work)	$
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	
4.	(company name)	(type of work)	$
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	

Total dollar amount to be awarded to sub-contractors (this page) +/- $20,000.00

Contracted hrly as needed

Authorized Signature: Jim E. Bowen

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

(B4)

LIST OF REFERENCES

NOTE: If you completed A1 this form may be omitted.

1. Owner's Name & Address: DUKE ENERGY

299 First Avenue North, St. Petersburg, FL 33701

Project: All Duke Energy Work in Florida

Contact Person: Jeff Nelsen

Telephone: (727) 422-2920 Fax: (727) 820-5189 E-Mail: Jeffrey.Nelsen@duke-energy.com

2. Owner's Name & Address: FLORIDA POWER AND LIGHT

420 Albee Farm Rd., Venice, FL 34285

Project: Bob White and other Misc. projects over the years

Contact Person: Dave Lippincott

Telephone: (941) 483-2040 Fax: ( ) E-Mail: Dave_Lippincott@fpl.com

3. Owner's Name & Address: TRI-COUNTY ELECTRIC COOPERATIVE

2862 West Highway 90, Madison, FL 32340

Project: Energized Emergency Cross-arm Change-out

Contact Person: Jeff Brewer

Telephone: (850) 973-8023 Fax: (850) 973-1209 E-Mail: JBrewer@tcec.com

(B5)

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

State of Florida } County of Lake }

James E. Bowen, being first duly sworn, disposes and says that:
(Name)

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

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the ECR Board or the City of Lake Worth, or any person interested in the proposed Contract; and

5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth. NONE (if none, write "None").

6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries:
NONE (if none, write "None").

7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to

any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) James E. Bowen

(Print Name) James E. Bowen

(Title) Vice President

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this 6th day of March, 2014 *(Date)*

by: James E. Bowen

✓ who is personally known to me or

_____ who has produced _____ as identification
and who did /(did not) take an oath.

TERESA R. MASTERS
Commission # FF 005481
Expires April 20, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Teresa R. Masters Teresa R. Masters
Notary Public (print & sign name)

Commission No. FF 005481 Expires 4-20-17

(B6)

DRUG FREE WORKPLACE CERTIFICATION

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

SERVICE ELECTRIC COMPANY does:

(Name of Business)

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

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

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

James E. Bowen

Bidders Authorized Signature

Print Name: James E. Bowen

March 3, 2014

Date

IFB UT-TD-13-14-110 continued:

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.

2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.

3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.

4. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of $ 33,147.50.

5. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.

6. Bidder understands that the contract time starts on the date of Notice to Proceed.

7. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.

8. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.

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

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

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

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

Name	*Address*
NONE	

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

Name	*Address*
NONE	

IFB UT-TD-13-14-110 continued

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

15. Bidder acknowledges that ADDENDA NO(S). 0 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

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

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

Workmanship is warranted for One Year

Estimated time to complete project once a PO has been issued: _____ **Calendar Days**

State License # EC0001921

County License # N/A ATTACH COPY(s)

Type of License: _____

Name of Firm: SERVICE ELECTRIC COMPANY

HQ Address: 1631 East 25th Street, Chattan ST TN Zip 37404

Phone: (423) 265-3161

Email: jebowen@serviceelectricco.com

FEIN: 76-0589264 State of Incorporated: DE

Print Name: James E. Bowen Title: Vice President

SIGNATURE: James E. Bowen Date: 03/06/2014

Service Office: 31729 Executive Blvd. Leesburg ST FL Zip 34748

Service Contact Name: James E. Bowen Title: Vice President

Phone: (352) 431-3648

Email: jbowen@serviceelectricco.com

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

SERVICE ELECTRIC *Company*

P.O. Box 490420
Leesburg, FL 34749
Phone (352) 431-3648
FAX (352) 431-3657

CLARIFICATIONS

1. Prices are based on 10 hour daily clearances for all work.
2. No MOT time restraints.
3. Lake Worth to supply all materials needed.
4. Price is based on daily continuity of work per week. Any down time will be at T & E rates.
5. Restoration along I-95 is based on rut removal only due to existing construction there now.

PROJECT PROFILE

APALACHICOLA-EASTPOINT & EASTPOINT TO ST. GEORGE ISLAND

SERVICE ELECTRIC *Company* has performed a number of marine construction projects in the state of Florida and along the Gulf Coast. In one of the most complex electrical jobs completed in the continental United States (2011/2012), SERVICE ELECTRIC *Company* safely completed a re-build of 69kV lines from Apalachicola to Eastpoint and from Eastpoint to St. George Island. Utilizing barges, floating mats, heavy and light helicopters and Energized/ Live Line Techniques, SERVICE ELECTRIC *Company* successfully completed the job all within a highly sensitive environmental work area and during Tropical Storm Debby.

Apalachicola to Eastpoint, FL

This project was located between the cities of Apalachicola and Eastpoint and consisted of an 8.75 miles rebuild of ACSS line across the body of water known as East Bay at Apalachicola Bay on Florida's gulf coast. A portion of the project was to remove existing 69kv wood poles, concrete poles and lattice structures and replace the circuit with new construction.

The project included several specialized subcontractors for various portions of the work.

- Marine (Barge) Contractor: foundation remediation, knee brace installation, foundation installation, barge support for marine structure work, cathodic protection (Underwater Divers), installation and removal of temporary trestle and marine turbidity.

- Heavy Lift Helicopter subcontractor: air crane operations – remove existing steel H-Frame Structures and install new custom designed steel structures.

All information contained within these documents should be considered intellectual property of SERVICE ELECTRIC *Company*, submitted for the sole purpose of evaluating its response for pre-qualification. Any reproduction, distribution, or dissemination of these documents or its contents for purposes other than RFP evaluation is strictly prohibited.

- Light Helicopter subcontractor: aerial conductor work for retirement and installation of bay/river crossing, visual inspections, rigging of existing structures for air crane removal lifts, hanging dollies and stringing/pulling in wire and clipping.

- Environmental subcontractor: SWPPP construction, inspections/monitoring/documenting for environmental compliance.

- Heavy Crane subcontractor: provide, operate, and maintain 200 ton hydraulic truck crane for purposes of setting new structures on land.

- Florida Fish and Wildlife: Water MOT for removing/installing structures, hanging dollies and stringing/pulling in wire and clipping.

All subcontractors were included in the scheduling process and committed the appropriate resources for their portions of work. Due to access issues, barge-based cranes were used for removal of some existing structures and a heavy lift sky crane helicopter was utilized in low water areas where the barge could not gain access. A light helicopter was used for visual inspection to identify any structural integrity issues before lifts occurred.

To achieve the targeted in-service date and to take full advantage of outage time while minimizing its total duration, SERVICE ELECTRIC *Company* employed a 6-day work week throughout the duration of the project. Resource utilization and optimization was a continuous function of project management that was employed throughout the project to ensure cost-effectiveness and schedule adherence.

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SERVICE ELECTRIC *Company* developed an energized work procedure to complete the bare hand portion of work surrounding a GOAB switch. SERVICE ELECTRIC built its proposal and sequenced its work schedule to focus on two main targets: minimizing the outages required (and limiting system exposure), completing the project by customer deadline, to allow for progressive elaboration, a continuity of work, and maximize the benefits of economies-of-scale-production to provide the most cost-effective solution. In addition, the schedule took into account the various holiday seasons that took place during this project as well as the local seafood festival that were planned project interruptions.

The SERVICE ELECTRIC team prepared the plan by weighing and measured several other important project risks and/or complex components. The proposal included provisions for each of the following:

- enhanced customer relations
- health and well-being of project employees
- protection of traffic, pedestrians, and the general public from work zones
- deteriorated condition of the existing transmission and distribution system which has long been exposed to corrosive conditions
- proximity of transmission conductors to the distribution underbuild
- protection of private property

The project was successfully finished on time.

The sister/adjoining project was “Eastpoint to St. George Island” detailed below:

Eastpoint, to St. George Island, FL

Due to the condition of the pre-existing line (a radial feed to St. George Island Substation, the only power source for nearly 3,000 customers on the island) and several outages that had occurred due to water spouts over St. George Sound, the 5.5 mile, St. George Island 69kV Tap line was to be rebuilt. The pre-existing structures on the line were in severe disrepair and exhibited extreme corrosion resulting in numerous unstable structures. The line was rebuilt to a 135 mph wind speed meeting the requirements of PEF coastal standards as well as a wave loading of 18,000lbs.

The new line allowed the pre-existing line to remain energized during construction and will also satisfy DEP and ACOE requirements for minimal disturbance to the oyster beds (one of the largest in the United States) By locating it in deeper water away from the oyster beds. The average water depth is approximately 5 ft. Additionally, sea grasses have surrounded the location of the several structures on the south end in the shallow areas near the shoreline.

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Marine subcontractor was used to install the majority of the new line and assist in the wreck-out of the old.

Due to low water access issues, the project consisted of building a floating mat road (over 1,800 mats) with pads for setting new structures.

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Florida Department of Environmental Protection (FDEP) and the Army Corps of Engineers (ACOE) monitored and were kept up-to-date on progress and potential issues.

New structures on land consisted of standard concrete tangent structures and self-supporting engineered steel dead end structures. The structures across St. George Sound consisted of standard and engineered concrete tangent structures and self-supporting engineered concrete dead-ends. The deadend structures on each side of the intra-coastal channel crossing were hybrid structures comprised of concrete bases and steel top sections. The new structures were designed to support three (3) phases of 336.4 kcmil 26/7 (Linnet) ACSR conductor and one (1) 0.465” diameter fiber optic shield wire. The structures on land were designed to support distribution underbuild consisting of three (3) phases of 795 AAC (Arbutus) conductors, one (1) 1/0 AAAC (Azuza) neutral and one (1) 3” diameter CATV cable.

Using a 225 ton crane, a vibratory hammer was used to install casing, all conducted from floating mats.

Foundations for structures in the water required a ½” steel caisson that was vibrated to the specified depth below the mud line. Once the steel caisson was installed, the spoils within the caisson were augered out, loaded into a dump truck on a barge and disposed of in a nearby landfill. Once the caisson was augered out, a rock base was installed to the specified thickness and the concrete pole set on the rock base within the steel caisson. The annular space within the caisson was then backfilled with crushed rock to approximately one (1) foot above the mud line. The top section of the steel caisson was then removed.

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Light helicopter deployed linemen to structures and aerial framing and clipping commenced.

As the project approached the scheduled outage to the island to make the switch over, Tropical Storm Debby approached, knocking out the line and causing SERVICE ELECTRIC crews to ramp up efforts to energize the new line. With these efforts and under extreme circumstances, the new line was energized ahead of schedule.

SERVICE ELECTRIC *Company* has extensive experience performing energized transmission construction, including live line bare-hand work. To become bare-hand certified, SERVICE ELECTRIC *Company* employees must complete classroom training and testing on energized construction electrical theory and a minimum of 120 hours of competency-based field training.

In the state of Florida alone, SERVICE ELECTRIC *Company* employs 2 superintendents and 2 general foremen, and 3 foremen among its crew leadership who are bare-hand certified and have multiple energized projects' experience. Tom Rupp (VP Energized Services), who oversees all Energized operations within SERVICE ELECTRIC *Company*, came to SERVICE ELECTRIC *Company* 10 years ago from Quanta Energized Services where he dealt exclusively with pioneering energized construction methods and completing like projects. Another energized construction advantage SERVICE ELECTRIC *Company* offers is use of the LineMaster robotic arm and mobile switch. These patented tools adapt to the boom of various hydraulic cranes and allows for a safer and more efficient means to capture and manipulate energized conductor phases. The single-phase robotic arm and the mobile switch are depicted below.

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PROJECT PROFILE

APALACHICOLA-EASTPOINT & EASTPOINT TO ST. GEORGE ISLAND

With the support of Quanta Energized Services, a step-by-step work procedure is developed for each function of each energized project performed. Qualified crew members and fleet units are identified and assigned specific roles or responsibilities in each step of the work procedure. The procedure is then worked to the highest level of precision, resulting in a performance record of no electrical contact incidents and no service interruptions in SERVICE ELECTRIC *Company's* history of energized transmission construction.

In 2013 alone SERVICE ELECTRIC *Company* successfully completed live line components for Duke Energy on, DSNX-1, PO 2, 3, & 4, FV-1, ASW, DWS 1 & 2, NLP, PS-1, SPP-1, WIW, XSX, SP-1, and Quincy Sub. SERVICE ELECTRIC also conducted Cross Arm Change-Out, while energized, for Tri-County Electric Coop, and installed substation protection, while energized, for the Blue Lagoon Substation for Florida Power & Light. In 2014, SERVICE ELECTRIC *Company* is currently working on JW2-1 and sections 1-9 of the CRB line.

SERVICE ELECTRIC has gained access to structures by installing a system of stacked/interlocked matting (see schematic/examples to follow).

Temporary Roadway - All 4 Layers 'Dura Base' Mats

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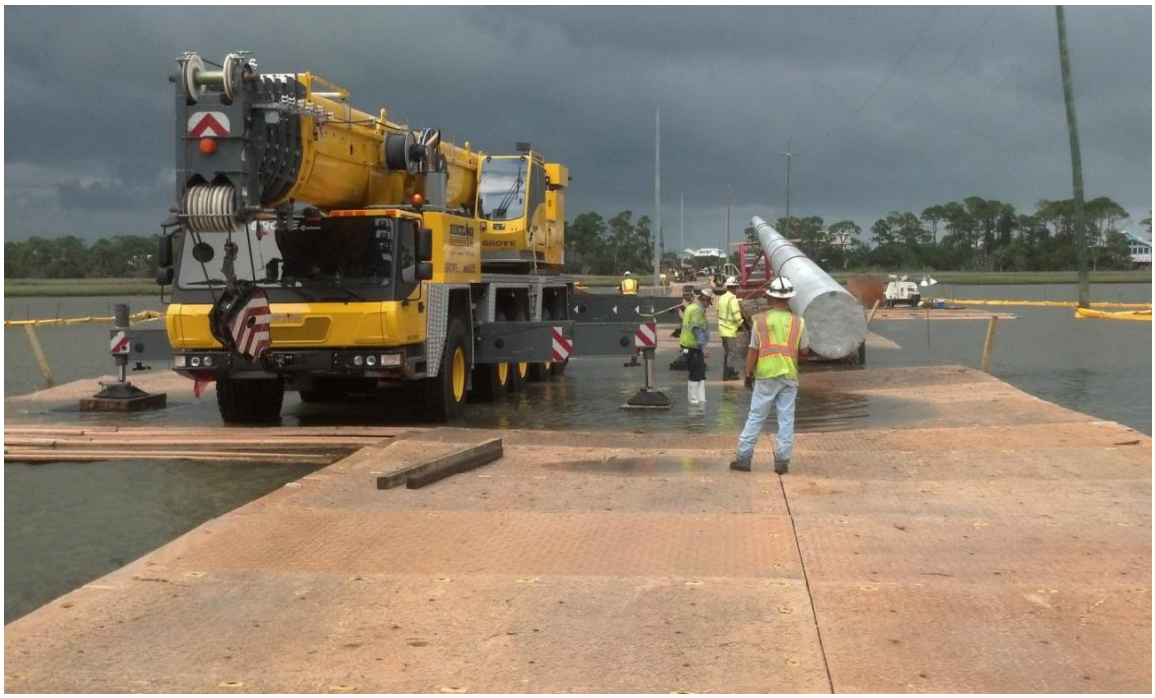
Actual implementation of this strategy is shown here:



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POWER LINES

SUBSTATIONS

SERVICE ELECTRIC Co.

CHATTANOOGA, TENNESSEE

ENERGIZED

TECHNICAL

A QUANTA SERVICES COMPANY

ELECTRICAL INDUSTRY EXCELLENCE

Service Electric provides a wide range of services to the electric power industry. We have served the electric utility industry since 1945 and many of our original customers continue to employ Service Electric's construction and maintenance crews.

Our services include construction and maintenance of overhead distribution and transmission lines, substations, underground distribution systems, fiber optic networks, outdoor lighting, traffic signals and technical services/commissioning (Transformer filling, testing, reclamation, refurbishing, dehydrating). We also offer a wide range of HC and EHV energized transmission and substation construction and maintenance services. Emergency restoration crews respond to customers throughout the eastern half of the country in the aftermath of hurricanes, tornados and other natural disasters. We take pride in our commitment to safety and continuously invest in providing our employees with the most modern tools and equipment in the industry.

In April of 2012, Service Electric Company became a wholly owned subsidiary of Quanta Services: The largest specialty contractor in the nation. Quanta provides end to end network solutions to the electric power and gas industries throughout North America. Soon after, Dillard Smith Construction Company, another Quanta Services subsidiary, was merged into Service Electric Company, bolstering the size and depth of experience and service offerings for our customers.

With the vast resources of Quanta Services, Service Electric Company is more qualified than ever to provide the personnel, equipment and experience required to successfully take on today's complex industry challenges. We are providing POWERFUL Solutions!

SERVICE ELECTRIC CO.
CHATTANOOGA, TENNESSEE

A QUANTA SERVICES COMPANY

SUBSTATION CONSTRUCTION & MAINTENANCE

Whether it's routine maintenance work at an existing substation or the design and construction of a completely new facility, SERVICE ELECTRIC has the necessary resources and expertise to deliver the most challenging of substation projects on schedule and within budget. We have more than fifty years of HV & EHV substation construction and maintenance experience and we have a well-documented track record with various utilities throughout the southeast. We invest heavily in safety and skills training programs that enable our substation crews to stay abreast of evolving technologies and we have a proven quality control/quality assurance program that is integral to all of our substation projects.

Our crews are provided with the most advanced tools and equipment available and have access to patented tools and work procedures that enable us to perform many substation/switchyard maintenance procedures without taking the facility off-line. We offer complete testing and commissioning services, and with the support of other wholly owned Quanta affiliates, we provide complete EPC services.

TRANSMISSION CONSTRUCTION & MAINTENANCE

The electric transmission industry has undergone many changes during the last few decades and SERVICE ELECTRIC'S Transmission Services Division has been there to help our customers meet these new challenges. Outage restrictions, right-of-way constraints, environmental considerations and new government regulations are but a few of the challenges that transmission services providers must take into consideration when planning a system upgrade, expansion or maintenance projects. Our response to these challenges has been to place a heavy emphasis on employee training, develop innovative new work procedures, add more modern equipment to our fleet and make the latest tools available to our workforce. The end result is that we have emerged a more competent supplier that is uniquely qualified to provide leading edge technologies to the transmission construction and maintenance sectors.

Our project experience includes all common transmission voltages up to and including 765kV and we are one of only a few service providers in the nation that have experience in the installation of 6 bundle conductor. We have been privileged to be a part of some of the more important and most challenging projects that have been completed in the last decade and we are uniquely prepared for the challenges of the future.

DISTRIBUTION CONSTRUCTION & MAINTENANCE

SERVICE ELECTRIC *Company* has played a vital role in the distribution construction and maintenance industry in the southeast for more than 65 years. We have a proven track record of successfully completing challenging projects in a variety of environments ranging from the rugged mountains of Appalachia to the Florida Everglades. We also have extensive experience in densely populated urban settings from Chicago to Miami and many other major cities.

A major testament to our competency is the fact that we can readily provide excellent references from more than 50 electric utility utility companies.

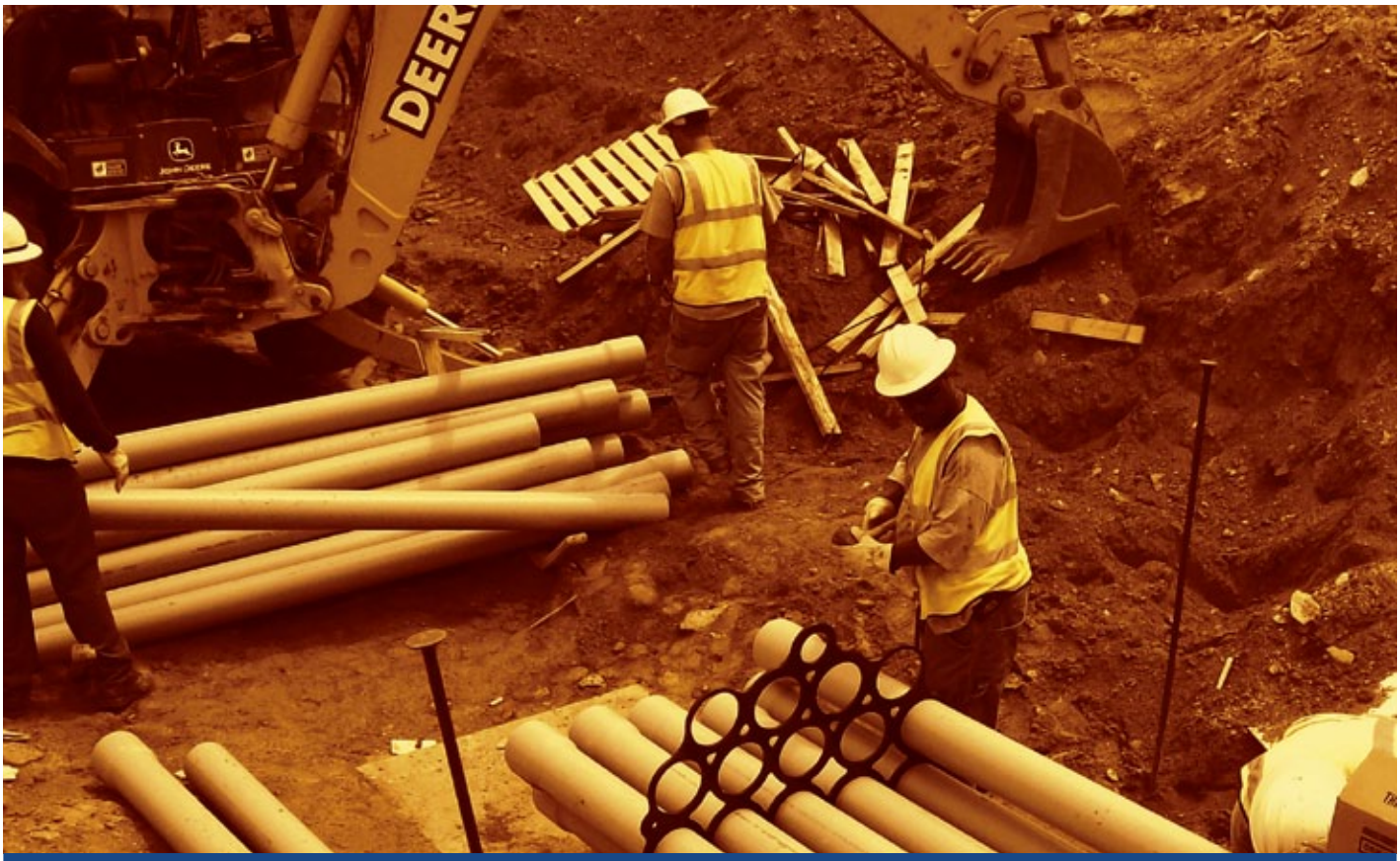
EMERGENCY RESTORATION SERVICES

Each year, SERVICE ELECTRIC mobilizes hundreds of personnel to the frontlines of recovery operations in the aftermath of hurricanes, tornadoes, ice and snow storms and other natural disasters. SERVICE ELECTRIC *Company* has emergency agreements with municipalities, cooperatives and investor owned utility companies throughout the country. We take great pride in our ability to quickly mobilize significant numbers of employees and equipment to anywhere in the nation. The testimonials we receive from residents and customers are proof positive that our response teams have the experience, know-how and compassion to restore the power safely, expeditiously and professionally.

ENERGIZED TRANSMISSION & SUBSTATION SERVICES

SERVICE ELECTRIC *Company* provides a wide range of HV & EHV energized services to transmission system operators and the power generation industry. Our energized services resources include patented tools and work procedures, bare-hand, hot-stick and robotic competencies and a complement of managers, field supervisors and journeymen. Our personnel have successfully completed comprehensive safety and skills training programs that were designed specifically for employees assigned to energized projects. We require competency based certification testing for all bare-hand, hot-stick and robotic arm crews. Annual recertification is mandatory.

All SERVICE ELECTRIC energized transmission and substation projects enjoy the full support of Quanta's Energized Services group. Each potential energized project is reviewed by this group and the work does not proceed until detailed procedures have been prepared and confirmation has been made that the work can be executed safely and efficiently.

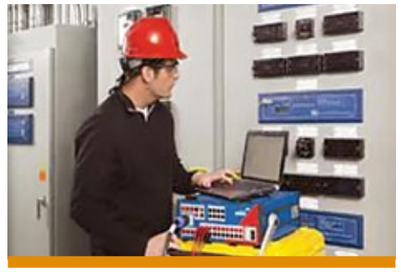


UNDERGROUND CONSTRUCTION & MAINTENANCE

The demand for electrical services to be installed underground continues to grow. Whether in densely populated metropolitan areas or suburban residential communities, owners and customers have a need and desire to go underground. Our capabilities and experience encompass a full range of services including:

- Power and control cable pulling, splicing, terminating and testing
- Installation, terminating and switching of underground transformers
- Joint Trench, Electric, cable and telecommunications installations
- Network/Ductwork (trenching, directional boring, duct banks, manholes and electrical vaults)
- Replacement and re-routing of existing underground cable without service interruption
- Site preparation and civil work, including foundation for major equipment, buildings and structures
- Concrete and Asphalt restoration associated with duct work
- Specializing in Deep Shoring in unstable soil conditions

COMMISSIONING & TESTING



SERVICE ELECTRIC'S engineers and technicians can provide complete new installation start-up as well as routine maintenance testing for all electric substations.

OUR TESTING AND SERVICES INCLUDE:

- Automatic Complex 3 Phase Relay Units
- Control Scheme Verify (Trip Checking)
- Battery/Charger System Analysis
- Power Factor Test
- Sweep Frequency Response Analysis
- Transformer Turns Ratio
- Transformer, Breaker, and Switch Resistance
- Breaker Timing
- SF6 analysis
- Megger/Hipot
- Current Transformer Test
- Potential Transformer Test
- Ground Grid Resistance
- Ground Bonding
- Oil/Dielectric Integrity

HIGH VOLTAGE OIL & SF6 BREAKERS

SERVICE ELECTRIC offers expert installation and commission of new and used high voltage circuit breakers. With the expanded use of SF6 gas in the electric industry, our technicians are trained in proper handling and testing techniques of this new medium.

TRANSFORMER ASSEMBLY

SERVICE ELECTRIC provides power transformer assembly and oil filling services that include assembly of radiators, bushings, pumps, gauges and associated electrical components.

After SERVICE ELECTRIC arrives on site, our transformer specialists will assemble the transformer components and conduct a pressure test. The vacuum system in our oil processing rigs pulls vacuum to manufacturer's specifications and maximizes our ability to remove moisture and air voids in the windings as well as moisture in the oil. We utilize our rigs for test monitoring, standard oil testing, and dew point testing.

When assembly and vacuum filling are completed, SERVICE ELECTRIC transformer technicians can perform all electrical testing, including Power Factor testing and acceptance testing.

If you are planning to relocate, install or replace a transformer, SERVICE ELECTRIC offers the following services:

OUR SERVICES INCLUDE:

- Complete transport and rigging
- Complete transformer assembly
- Pressure testing
- Commissioning
- Degasification and dehydration
- Power factor testing
- Electrical Testing
- Vacuum filling

LOAD TAP CHANGER (LTC) REPAIRS

Load tap changers account for 20 percent of all power transformer failures. In substations, problems with LTCs are the single largest maintenance and repair issue.

SERVICE ELECTRIC CAN PROVIDE LTC:

- Inspection
- Upgrades
- Rebuilds
- Oil Filtration Upgrades
- Fluid Replacement

We provide comprehensive LTC service with minimal outages for testing, repairs, rebuilds, or upgrades.

SUBSTATION EQUIPMENT SPECIALIST:

- Transformers
- Load Tap Changers
- Current Transformers
- Potential Transformers
- Reclosures
- Oil Circuit Breakers
- Vacuum Circuit Breakers
- SF6 Breakers
- Circuit Switchers
- Voltage Regulators
- Switchgear
- Control Cables

ELECTRICAL TESTING

Substation equipment reliability and stability are fundamental to the power delivery systems in your facility. Power transformers and associated equipment are a significant investment and you expect to keep them functioning trouble-free for as long as possible. SERVICE ELECTRIC has the tools, instrumentation and technical expertise to perform any electrical testing needed for analysis of your equipment's condition.

OUR CAPABILITIES INCLUDE:

- Power factor testing
- Sweep Frequency Response Analysis
- Transformer Turns Ratio
- Resistance
- Megger
- Current Transformer test
- Potential Transformer test

TRANSFORMER OIL SERVICES

FLUID ANALYTICAL SERVICES AND OIL PROCESSING FOR YOUR TRANSFORMER:

As transformers age, gases and contaminants can dissolve in their fluid and lead to transformer failure. Transformer oil maintenance is the key to transformer reliability, performance and longevity.

Your transformer's insulating oil should be free from moisture, dissolved gases and particles that accumulate as the oil ages. Even some new oils may require treatment to limit these contents to acceptable levels.

SERVICE ELECTRIC'S five oil processors (150GPH-2400GPH) have standard transformer oil testing and monitoring, onboard fuller's earth and vacuum filling capabilities with systems designed to ensure the efficient, safe, and most reliable service to process your transformers.

SPECIALTIES INCLUDE:

- Vacuum filling
- Degasification
- Hot-Oil splash with vacuum
- Thermal Cleaning utilizing Fuller's Earth with inhibitor added
- Dehydration
- Insulation dry-outs
- Cold Trap Moisture Monitoring

REPAIR AND MAINTENANCE CONTRACT
(Repair and Maintenance of the City's 138kV Transmission Line)

THIS CONTRACT is made this 28th day of April, 2014 between the **City of Lake Worth**, Florida, a municipal corporation, hereinafter the "CITY", with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and **Service Electric Company,** a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its principle office located at 31729 Executive Blvd., Leesburg, FL 34748.

RECITALS

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

WHEREAS, the CITY issued Invitation for Bid UT-TD-13-14-110 (hereinafter "IFB") for the procurement of all goods and services necessary for the repair and maintenance on the City's 138kV transmission line (hereinafter the "Services");

WHEREAS, CONTRACTOR submitted a bid to perform the Services described and set out in the IFB;

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

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

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

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

I. General:

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the Invitation for Bid #UT-TD-13-14-110, ("IFB"), the bid submitted by the Contractor and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, at once and before proceeding shall obtain

a written interpretation or clarification. In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed Change Orders; Work Direct Changes; and, Field Orders
Second Priority:	Specifications
Third Priority:	Drawings
Fourth Priority:	This Contract
Fifth Priority:	Special Terms (in the IFB)
Sixth Priority	Remainder of the IFB
Seventh Priority	Contractor's Bid

The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

1.2 Contract Administrator/Project Manager. Whenever the term Contract Administrator or Project Manager is used herein, it is intended to mean **the City Manager or designee, City of Lake Worth, Florida**. In the administration of this Contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator/Project Manager.

1.3 Contract Price. The Contract Price shall be $662,950.00 (Six Hundred Sixty-Two Thousand Nine Hundred Fifty Dollars and 00/100 Cents, which shall be payable in accordance with paragraph 3 of this Contract.

1.4 Term: The Term of this Contract shall be one year from the date the Contract was approved by the City Commission.

II. Scope of Services:

2.1 The scope of Services to be provided under this Agreement is the repair and maintenance of the City's 138kV transmission line, specifically set forth in the IFB. Services shall commence upon the issuance of a purchase order and/or a notice to proceed by the City.

2.2 The CONTRACTOR represents to the CITY that the Services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that

the CONTRACTOR's Services shall conform to the highest standards and in accordance with this Agreement.

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

III. Payment Procedures:

3.1 Generally. Payment shall be made pursuant to IFB.

3.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the IFB and this Contract, the City shall pay the remainder of the Contract Price.

IV. Subcontracts:

No more than 20% of dollar value of the total work may be accomplished by subcontractors. Balance of work must be accomplished by selected Contractor's own forces.

V. Contractor's Representations:

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

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

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

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

VI. Equipment:

The CONTRACTOR shall provide all equipment necessary to complete the Services to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR 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 CONTRACTOR shall be agreed upon in advance of the commencement of the Services.

VII. Audit by City:

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

VIII. Copies of Data/Documents:

Copies or original documents prepared by the CONTRACTOR in relation to Services provided under 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.

IX. Ownership:

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

X. Defaults, Termination of Agreement:

10.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force or has failed in any other respect to satisfactorily perform the Services specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within ten (10) days or commence good faith steps to remedy the default to the reasonable satisfaction of the Project Manager, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such Services; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or Services related to the claimed default. Alternatively, or in addition to the foregoing, if after ten (10) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement. 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 10.1.

10.2 Notwithstanding paragraph 10.1, the CITY reserves the right and may elect to terminate this Agreement at any time. At such time, the CONTRACTOR 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 10.2.

XI. Indemnity:

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

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable

relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

XII. Assignment:

12.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty 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.

12.2 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.

XIII. Waiver of Trial 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.

XIV. 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 CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

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

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

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

Service Electric Company
31729 Executive Blvd.
Leesburg, FL 34748

XV. Delays and Forces of Nature:

15.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the Services for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the Services, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the Services.

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

XVI. 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.

XVII 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 Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

XVIII Miscellaneous:

18.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

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

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

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

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

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

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

18.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

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

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

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

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

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

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, City Attorney

CONTRACTOR: **SERVICE ELECTRIC COMPANY**

By: _____

Print Name: James E. Bowen

Title: Vice President

STATE OF FLORIDA)
COUNTY OF LAKE COUNTY

The foregoing instrument was acknowledged before me this 28th day of April, 2014 by James E. Bowen, as V (title), of Service Electric Company, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Teresa R Masters
Print Name: Teresa R Masters
My commission expires: 4/20/17

TERESA R. MASTERS
Commission # FF 005481
Expires April 20, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

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, MAY 20, 2014 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION:** Offered by Reverend Joan Abell of First Presbyterian Church

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

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

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

   A. Update provided by Genesis Neighborhood Association

   B. Update provided by the Historic Resources Preservation Board

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)

10. **PUBLIC HEARINGS:**

11. **UNFINISHED BUSINESS:**

12. **NEW BUSINESS:**

    A. Lease Agreement with Lutheran Services Florida, Inc. to operate a Headstart Program at Osborne Community Center

13. **LAKE WORTH ELECTRIC UTILITY:**

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

B. PUBLIC HEARING:

C. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. June 3, 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.