



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 SPECIAL MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, SEPTEMBER 23, 2014 - 6:00 PM

1. **ROLL CALL:**
2. **INVOCATION:** Offered by Pastor Sherry Colby of Victory Worship Center
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner John Szerdi
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Update provided by Murry Hills Neighborhood Association
 - B. Update provided by Community Redevelopment Agency
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **PUBLIC HEARINGS:**
 - A. Resolution No. 44-2014 - Second Public Hearing - establish the Fiscal Year 2014-15 tentative general City millage rate
 - B. Resolution No. 45-2014 - Second Public Hearing - adopt the Fiscal Year 2014-15 City budget
 - C. Ordinance No. 2014-24 - Second Reading and Public Hearing - designate the restricted/committed/assigned fund balances for Fiscal Year 2014 in accordance with GASB 54
9. **APPROVAL OF MINUTES:**
 - A. Special City Commission Meeting - September 5, 2014
 - B. Special City Commission Meeting - September 9, 2014
 - C. City Commissioner Work Session - September 16, 2014

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

- A. Resolution No. 55-2014 - amend the Fiscal Year 2013/14 budget for final revenue and expenditure variances
- B. Resolution No. 51-2014 - establish the rates and charges for the City sub-regional sewer utility
- C. Interlocal agreement between the Cities of Boynton Beach and Lake Worth, and Hypoluxo & I-95 Holdings, LLC to supply potable water and wastewater service to Hypoluxo Shoppes properties
- D. First Amendment to an agreement with D.S. Eakins Const. Corp. for crews and equipment for specialized underground utility repairs
- E. Purchase a pickup truck from Alan Jay Fleet Sales for the Refuse Division
- F. Amendment No 2 to an agreement with Image Janitorial Services, Inc. for custodial services
- G. Agreement with ValleyCrest Golf Course Maintenance, Inc. for golf course ground maintenance service
- H. Lake Worth Public Library Annual Plan of Service for Fiscal Year 2014-2015 and Long Range Plan for Fiscal Years 2014-2017
- I. Ratify the appointment of a board member to the Library Board
- J. Contract with Akerman, LLC for governmental affairs consulting services
- K. Purchase Order with Preferred Government Insurance Trust (PGIT) to provide excess property and liability insurance coverage for Fiscal Year 2014-2015
- L. Renew agreement with F.A. Richards & Associates, Inc. for claims administration related to workers' compensation, property, auto, general liability, and EMT liability

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

- A. Ordinance No. 2014-25 - First Reading - exempt the City from the Uniform Municipal Election Act and schedule the public hearing date for October 7, 2014
- B. Ordinance No. 2014-26 - First Reading - amend the candidate qualifying filing period and schedule the public hearing date for October 7, 2014
- C. Ordinance No. 2014-27 - First Reading - amend the Oath of Candidate form and schedule the public hearing date for October 7, 2014

- D. Terminate a contract with Central Palm Beach County Chamber of Commerce
- E. Appoint an elected official to the evaluation committee for the Beach Complex Invitation to Negotiate (ITN #14-211)

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. October 7, 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.



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AGENDA DATE: September 23, 2014, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Update provided by Murry Hills Neighborhood Association

SUMMARY:

Mr. Ron Exline, Murry Hills Representative, 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 Murry Hills Neighborhood Association was on July 17, 2012.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable



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AGENDA DATE: September 23, 2014, Special Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Update provided by Community Redevelopment Agency

SUMMARY:

Joan Oliva, Executive Director, will update the Commission on activities that have taken place.

BACKGROUND AND JUSTIFICATION:

The Agency members are responsible for formulating and implementing projects that are consistent with the Lake Worth Redevelopment Plan to assist in revitalizing and redeveloping portions of the City of Lake Worth. The members serve four-year terms. The last update provided by the Community Redevelopment Agency was on April 3, 2012.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable



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AGENDA DATE: September 23, 2014

DEPARTMENT: Finance

EXECUTIVE BRIEF

TITLE:

Resolution No. 44-2014 - Second Public Hearing and final adoption - establish the Fiscal Year 2014-15 general City millage rate.

SUMMARY:

This Resolution sets the final millage to fund the City's proposed FY 2014-2015 budget. The final millage is 5.4945 mils.

BACKGROUND AND JUSTIFICATION:

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

1. Notify the County Property Appraiser of the City's Proposed Tentative Operating in July. The City complied with this requirement by adopting a proposed tentative millage of 5.4945 mils on July 8, 2014.
2. That millage along with the date and time of the first budget hearing (September 9th, 6:00pm) was transmitted to property owners by the Property Appraiser via the TRIM notice in August.
3. Hold a Public Hearing on the tentative millage rate and proposed budget this occurred on September 9, 2014
4. Adopt a tentative millage rate and proposed budget this occurred on September 9, 2014
5. Advertise the tentative rate and proposed budget adopted at the first hearing and the date and time of the final public hearing in a newspaper of general circulation (the Palm Beach Post). The advertisement must be published 2 to 5 days prior to the final public hearing, which is scheduled for September 23, 2014 at 6:00 PM. The advertisement appeared in the Palm Beach Post on September 18, 2014
6. At this second budget hearing the Commission will adopt the final millage rate and final budget for FY 2014-/2015.

7. Subsequent to the final adoption, the City must deliver the resolution adopting the final millage rate to the County Property Appraiser, the County Tax Collector, and the Department of Revenue within 3 days after the final public hearing.

For FY 2015 (the 2014 tax year), the certified taxable value of real and personal property within the City of Lake Worth increased by \$106,069,725 or 9.71%. This is the second increase in taxable value since the peak of the real estate market in FY 2008, prior to this year's increase taxable values had declined over 51% through FY 2014.

With the inclusion of the County Fire MSTU millage 3.4581, the maximum available Operating Millage cannot exceed 6.5419 mills. This year for the second time in 7 years there is an increase in the taxable value of real and personal property (9.71%), this rate will result in a increase in the actual tax revenue collected. The 9.71% is the total increase in taxable value (includes CRA district) the increase attributable to the City outside the CRA is 8.41%

MOTION:

I move to approve/disapprove Resolution No. 44-2014 which adopts the final operating millage of 5.4945 for the 2014-2015 Fiscal Year.

ATTACHMENT(S):

Resolution

1
2
3 RESOLUTION NO. 44-2014 OF THE CITY OF LAKE WORTH, FLORIDA, A
4 MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING
5 MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF
6 LAKE WORTH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER
7 1, 2014 AND ENDING SEPTEMBER 30, 2015; REPEALING ALL
8 RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND
9 PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

13
14 Section 1. There be and hereby is levied on all taxable property, real and
15 personal, within the City of Lake Worth for the fiscal year beginning October 1,
16 2014 and ending September 30, 2015, for the purpose of providing monies for
17 the various funds of the City of Lake Worth, taxes expressed in mills upon the
18 dollar of the assessed valuation of all property located in the City of Lake Worth,
19 as shown upon the 2014 Tax Roll of Palm Beach County.

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

- 24
25 (a) For the General Fund for the purpose of providing money for
26 general municipal purposes, and for the improvement and general
27 government of said City, 5.4945 mills, \$5.4945 per \$1,000 assessed
28 valuation; which is 9.459% more than the rolled-back rate of 5.0197 mils.
29

30 Section 3. The taxes above specified at the total millage rate of 5.4945 mills,
31 \$5.4945 per \$1,000 assessed valuation, totaling the sum of \$6,255,694 (after
32 allowance for a 5% collection allowance) are hereby specifically allocated and
33 apportioned to the respective items for which the same are levied.
34

35 Section 4. The taxes above specified are hereby apportioned to and levied
36 upon and against all the taxable property, both real and personal, within the
37 corporate limits of said City in proportion to the assessed valuation thereof as
38 returned by the Palm Beach County Property Appraiser and as shown by the
39 2013 Tax Assessment Roll of Palm Beach County.

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

44 Section 6. This Tax Levy Resolution shall become effective upon adoption
45 after the second public hearing on September 23, 2014.
46

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

50		
51	Mayor Pam Triolo	AYE
52	Vice Mayor Scott Maxwell	AYE
53	Commissioner Christopher McVoy	AYE
54	Commissioner Andy Amoroso	AYE
55	Commissioner John Szerdi	AYE
56		

57 The Mayor thereupon declared this Resolution duly passed upon the first
58 public hearing on the 9th day of September, 2014.

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

64		
65	Mayor Pam Triolo	
66	Vice Mayor Scott Maxwell	
67	Commissioner Christopher McVoy	
68	Commissioner Andy Amoroso	
69	Commissioner John Szerdi	
70		

71 The Mayor thereupon declared this Resolution duly passed and enacted
72 on the 23rd day of September, 2014.

73
74
75 LAKE WORTH CITY COMMISSION

76
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78
79 By: _____
80 Pam Triolo, Mayor

81
82 ATTEST:

83
84
85 _____
86 Pamela J. Lopez, City Clerk
87
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AGENDA DATE: September 23, 2014

DEPARTMENT: Finance

EXECUTIVE BRIEF

TITLE:

Resolution No. 45-2014 - Second Public Hearing - adopt the Fiscal Year 2014-15 final City budget.

SUMMARY:

In accordance with the City Charter, the FY 2014-2015 Proposed Annual Budget for the City of Lake Worth is hereby submitted.

Expenditures in the FY 2015 Annual Operating Budget total \$167,230,535 for all City funds. See Attachment 4 for a schedule of expenditures by fund.

The FY 2015 Annual Operating Budget contains program changes relating to building City operations that will help push forward economic recovery.

Highlights of the FY 2015 budget are:

- No change in the General Fund millage rate
- Use of \$264,544 of General Fund available fund balance
- A .5% reduction to Electric Rates continuing a decrease for the prior 4 years - a total of -10.5% for residential (including suspension of the Conservation charge), -12.7% for small Commercial and -17.5% for large commercial (demand) customers.
- Increase in Local Sewer rates of 8% after a reduction in the prior 2 years of 20%. The need for increase in the current year stems from increased costs for sewage treatment by the East Central Regional Waste Water Treatment Facility.
- Increase in Water rates of 5% to fund new wells and other capital needs.
- No increases of Garbage or Stormwater rates

The City Commission has held 5 budget workshops, over an 8 month time frame. The City FY 2015 budget has been balanced and is submitted for approval.

MOTION:

I move to approve/not approve Resolution No. 45-2014 on second public hearing to adopt the final Fiscal Year 2014-2015 annual operating budget of the City of Lake Worth.

ATTACHMENT(S):

1. Resolution
2. Proposed FY 2015 City Budget- Fund Summaries
3. 1st Public Hearing Presentation
4. City Wide Expenses and Revenues
5. Budget Frequently Asked Questions

1
2
3 RESOLUTION NO. 45-2014, A GENERAL APPROPRIATION RESOLUTION
4 OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE
5 STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL
6 APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE
7 USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF
8 THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND
9 ENDING SEPTEMBER 30, 2015; PROVIDING FOR THE EFFECTIVE DATE
10 THEREOF.

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

14
15 Section 1. As hereinafter stated in this Resolution, the term "fiscal year"
16 shall mean that period of time beginning October 1, 2014 and ending and
17 including September 30, 2015.

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

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

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

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

36
37 Section 5. The sums hereinbefore incorporated by reference based upon
38 departmental estimates prepared by the City Manager, shall be, and the same
39 hereby are, fixed and adopted as the budget for the operation of the City of
40 Lake Worth government and its other enterprises for the fiscal year beginning
41 October 1, 2014.

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

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48 Section 7. This Resolution shall become effective immediately upon
49 adoption after the second public hearing on September 23, 2014.

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The passage of this Resolution on first public hearing was moved by Commissioner Szerdi 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	NAY
Commissioner John Szerdi	AYE

The Mayor thereupon declared this Resolution duly passed upon the first public hearing on the 9th day of September, 2014.

The passage of this Resolution on second public hearing 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 enacted on the 23rd day of September, 2014.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

General Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct- July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
Source of Funds								
Ad valorem	5,879,132	5,646,125	5,788,123	5,738,989	5,788,123	6,315,694	527,571	9.11%
Sales, Use & Fuel	814,245	808,215	813,000	636,768	764,121	840,000	75,879	9.93%
Franchise Fees	42,836	54,068	41,600	29,589	35,506	41,600	6,094	17.16%
Utility Services Taxes	4,281,257	4,013,258	4,259,000	3,219,122	4,115,761	4,040,000	(75,761)	-1.84%
Business Licenses	494,086	577,715	660,000	459,696	551,544	725,000	173,456	31.45%
Permits	76,471	100,477	138,000	96,034	115,240	129,000	13,760	11.94%
State Shared Revenues	4,374,479	4,472,701	4,657,500	2,921,408	4,606,000	5,003,800	397,800	8.64%
Shared revenue local units	666,955	896,615	1,031,243	595,178	1,031,243	1,022,425	(8,818)	-0.86%
General Government	219,413	250,458	244,790	315,623	378,745	383,010	4,265	1.13%
Public Safety	241,554	365,174	395,000	264,173	317,007	270,000	(47,007)	-14.83%
Physical Environment	700,124	676,493	660,000	572,056	686,466	660,000	(26,466)	-3.86%
Transportation	10,552	39,476	33,000	29,975	35,969	29,000	(6,969)	-19.38%
Culture/Recreation	130,725	114,212	132,940	106,340	127,606	190,948	63,342	49.64%
Judgments & Fines	72,205	68,948	72,000	56,719	68,062	57,000	(11,062)	-16.25%
Violations of Local Ordinances	181,653	81,467	211,500	278,451	334,140	255,600	(78,540)	-23.51%
Interest & other Earnings	45,848	28,690	61,000	28,360	34,031	20,000	(14,031)	-41.23%
Rents & Royalties	811	22,874	21,300	18,265	21,800	22,400	600	2.75%
Sale of Surplus Material	104,100	-	-	-	-	-	-	-
Donations	1,009	4,665	-	448	448	-	(448)	-100.00%
Other Miscellaneous Revenue	92,568	169,294	10,000	46,361	46,361	351,692	305,331	658.59%
General Government Surcharge	3,684,444	3,537,104	3,475,466	1,837,889	3,475,466	2,984,575	(490,891)	-14.12%
Franchise Fees	6,380,754	6,374,998	6,374,998	6,374,998	6,374,998	6,153,812	(221,186)	-3.47%
Non-Operating Sources/Reimbursements	332,135	94,100	169,999	(12,846)	43,909	40,000	(3,909)	-8.90%
Transfers In	538,620	565,548	282,911	282,911	282,911	524,060	241,149	85.24%
subtotal	29,365,976	28,962,675	29,533,370	23,896,507	29,235,457	30,059,616	824,159	2.82%
Use of Fund Balance	-	971,350	950,175	-	484,125	264,544		
Total Sources of Funds	29,365,976	29,934,025	30,483,545	23,896,507	29,719,582	30,324,160		
Use of Funds								
City Commission	185,697	204,291	226,981	192,907	231,480	247,544	16,064	6.94%
City Manager	525,005	341,803	516,212	410,668	492,791	553,241	60,450	12.27%
City Clerk	399,985	410,558	398,456	315,991	395,103	429,825	34,722	8.79%
Internal Auditor	45,620	132,682	223,905	130,977	157,169	173,288	16,119	10.26%
City Attorney	1,046,648	883,035	864,585	550,086	837,214	825,033	(12,181)	-1.45%
Finance / OMB	1,463,605	1,364,574	1,497,652	1,227,026	1,472,419	1,455,746	(16,673)	-1.13%
Human Resources / Personnel	171,342	201,545	202,368	182,065	203,069	244,918	41,849	20.61%
Human Resources / Benefits	120,367	118,356	-	-	-	-	-	-
Community Sustainability - Administration	221,903	248,046	222,001	166,491	199,784	177,433	(22,351)	-11.19%
Community Sustainability / Business Licenses	94,815	100,911	114,827	93,763	112,510	79,194	(33,316)	-29.61%
Community Sustainability / Planning & Zoning	376,346	482,050	591,946	451,316	541,571	663,871	122,300	22.58%
Community Sustainability / Code Enforcement	706,858	694,492	924,388	704,521	845,418	975,282	129,864	15.36%
Public Safety - Police Services	14,346,352	14,737,944	15,075,593	12,014,913	15,077,584	15,306,633	229,049	1.52%

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

General Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct- July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
Public Safety - Fire Services	2,061,277	2,678,895	3,008,583	2,115,827	3,006,967	2,936,028	(70,939)	-2.36%
Public Services - Administration	243,654	239,213	234,475	191,172	229,399	221,477	(7,922)	-3.45%
Public Services - Streets Maintenance	523,186	550,145	638,549	511,016	613,210	789,953	176,743	28.82%
Public Services - Parking	23,005	36,876	11,998	8,001	9,597	10,688	1,091	11.37%
Public Services - Grounds Maintenance	1,697,872	1,658,177	1,586,753	1,194,616	1,433,528	1,495,912	62,384	4.35%
Public Services - Cemetery	309,388	232,825	282,872	211,349	253,612	255,386	1,774	0.70%
Facilities Management- Custodial	81,190	83,160	86,395	68,047	81,655	86,649	4,994	6.12%
Facilities Management- Maintenance	840,897	876,668	979,487	731,350	877,613	918,907	41,294	4.71%
Leisure Services - Library	532,728	485,508	491,574	385,678	476,186	458,064	(18,122)	-3.81%
Leisure Services - Recreation / Athletics	376,456	366,579	403,724	267,631	321,149	396,261	75,112	23.39%
Leisure Services - Rec / Facility Rentals	277,221	302,421	491,313	379,737	455,677	456,812	1,135	0.25%
Leisure Services - Rec / Community Programs	260,508	294,494	413,901	314,312	377,169	342,823	(34,346)	-9.11%
Non-Departmental	128,991	1,456,791	108,085	119,069	132,279	80,000	(52,279)	-39.52%
Transfer Out - Capital Projects	148,000	102,208	-	-	-	-	-	100.00%
Transfer Out- CRA / Debt Service (2010)	686,778	557,778	622,290	622,290	622,290	743,192	120,902	19.43%
Transfer Out - Golf Fund	-	-	254,632	253,139	253,139	-	(253,139)	100.00%
Transfer Out - Grants	18,520	92,000	10,000	10,000	10,000	-	(10,000)	-100.00%
subtotal	27,914,214	29,934,025	30,483,545	23,823,958	29,719,582	30,324,160	604,578	2.03%
Reserve for future use	1,451,762	-	-	72,549	-	-	-	-
Total Uses of Funds	29,365,976	29,934,025	30,483,545	23,896,507	29,719,582	30,324,160		
Fund Balance Analysis:								
Actual Available Fund Balance / Estimated	2,473,770	3,823,324	4,237,941	4,237,941	4,237,941	3,753,816	(484,125)	
Use of fund balance	-	(971,350)	(950,175)	-	(484,125)	(264,544)	219,581	
Excess Revenues over Expenditures	1,451,762	-	-	72,549	-	-	-	
Reserve for future capital projects	(102,208)	-	-	-	-	-	-	
Transfer Out - Self Insurance	(5,193,918)	-	-	-	-	-	-	
Emergency Reserve	5,193,918	-	-	-	-	-	-	
Estimated Remaining Fund Balance	3,823,324	2,851,974	3,287,766	4,310,490	3,753,816	3,489,272	(264,544)	

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Building Permit Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
				YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
<u>Source of Funds</u>	Actuals	Actuals	Adjusted Budget					
Permits	740,624	1,224,298	625,000	637,844	625,000	681,793	56,793	9.09%
General Government	1,756	1,750	100	1,430	100	1,750	1,650	1650.00%
Other Miscellaneous Revenue	1,442	4,142	-	1,575	-	4,142	4,142	#DIV/0!
Transfers In	-	-	23,985	23,985	23,985	-	(23,985)	100.00%
subtotal	743,822	1,230,190	649,085	664,834	649,085	687,685	38,600	5.95%
Use of Fund Balance	-	-	-	-	8,874	533,230	524,356	
Total Sources of Funds	743,822	1,230,190	649,085	664,834	657,959	1,220,915	562,956	
<u>Use of Funds</u>								
Building Services	512,638	528,848	601,122	476,432	657,739	745,668	87,929	13.37%
Non-Departmental	220	188	220	663	220	187	(33)	100.00%
Transfers Out	-	-	-	-	-	475,060	475,060	#DIV/0!
subtotal	512,858	529,036	601,342	477,095	657,959	1,220,915	562,956	85.56%
Reserve for future use	230,964	701,154	47,743	187,739	-	-	-	
Total Uses of Funds	743,822	1,230,190	649,085	664,834	657,959	1,220,915	562,956	
Fund Balance Analysis:								
Actual Available Fund Balance / Estimated	376,748	607,712	1,308,867	1,308,867	1,308,867	1,299,993	(8,874)	-0.68%
Reserve for future use	230,964	701,154	47,743	187,739	(8,874)	(533,230)	(524,356)	5908.90%
Estimated Remaining Fund Balance	607,712	1,308,866	1,356,610	1,496,606	1,299,993	766,763	(533,230)	

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Beach Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015 Change between FY 15 Draft Budget & FY 14	FY 2014-2015
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Forecast	% Change
hourly parking rates					\$ 2.00	\$ 2.00		
<u>Source of Funds</u>								
Transportation - Public Parking	562,697	866,512	980,781	1,143,708	1,378,000	1,314,000	(64,000)	-4.64%
Transportation - Permit & Decal Parking	25,740	115,219	22,099	46,966	50,480	56,730	6,250	12.38%
Violations	51,735	59,102	100,000	90,349	100,000	100,000	-	-
Culture/Recreation - beach concessions	128,647	93,993	27,440	31,806	32,038	86,085	54,047	168.70%
Culture/Recreation - pool fees	-	-	8,000	34,690	61,702	8,000	(53,702)	-87.03%
Rents & Royalties	100,984	494,540	642,015	604,977	648,514	844,372	195,858	30.20%
Ballroom rental	-	120,000	183,000	110,692	198,700	158,230	(40,470)	-20.37%
Misc. Revenue	329	9,536	-	7,272	7,250	6,812	(438)	-6.04%
Transfers (refund of SWA annual assessment)	-	-	26,675	26,675	26,675	-	(26,675)	-100.00%
subtotal	870,132	1,758,902	1,990,010	2,097,135	2,503,361	2,574,229	70,868	2.83%
Use of Fund Balance	243,486	18,595	440,573	-	-	-	-	
Total Sources of Funds	1,113,618	1,777,497	2,430,583	2,097,135	2,503,361	2,574,231	70,870	
<u>Use of Funds</u>								
Beach Parking	133,304	175,289	347,235	257,255	314,106	362,057	47,951	15.27%
Casino Building	206,033	643,633	402,611	240,789	252,893	223,542	(29,351)	-11.61%
Ballroom	-	224,543	159,532	119,126	157,759	188,888	31,129	19.73%
Pool	158,221	131,410	268,636	171,165	220,512	283,295	62,783	28.47%
Beach	540,580	476,144	598,948	443,036	519,384	567,620	48,236	9.29%
Beach Park	-	4,950	252,812	291,548	372,698	432,314	59,616	16.00%
Pier	52,633	40,394	27,834	19,214	22,004	38,837	16,833	76.50%
Non-Departmental	18,968	35,516	13,000	43,899	52,700	35,516	(17,184)	-32.61%
Capital Outlay	3,879	21,618	9,975	-	-	-	-	-
subtotal operating expenses	1,113,618	1,753,497	2,080,583	1,586,032	1,912,056	2,132,069	220,013	
Principal	-	-	250,000	-	250,000	250,000	-	100.00%
Interest	-	24,000	50,000	-	50,000	50,000	-	-
Transfers out - cash advance repayment	-	-	50,000	50,000	50,000	50,000	-	100.00%
subtotal	1,113,618	1,777,497	2,430,583	1,636,032	2,262,056	2,482,069	220,013	9.73%
Reserve for future use	-	-	-	461,103	241,305	92,160	(149,145)	
Total Uses of Funds	1,113,618	1,777,497	2,430,583	2,097,135	2,503,361	2,574,229	70,868	
Fund Balance Analysis:								
Actual Available Fund Balance / Estimated	275,151	316,665	12,314	12,314	12,314	253,619	241,305	1959.60%
Advance due to other funds	285,000	-	-	-	-	-	-	-
Reserve for Future Use/ (Use of fund balance)	(243,486)	(18,595)	(440,573)	461,103	241,305	92,160	(149,145)	-61.81%
Estimated Remaining Available Fund Balance	316,665	298,070	(428,259)	473,417	253,619	345,779	92,160	

City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft
Parking Special Revenue Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014		FY 2014-2015	FY 2014-2015
				YTD Actuals			Change between	
	Actuals	Actuals	Adjusted Budget	(Oct-July)	Forecast	Budget Request	FY 15 Draft	% Change
							Budget & FY 14	
							Forecast	
<u>Source of Funds</u>								
Charges for services	-	-	-	-	-	-	-	-
Interest & other Earnings	5	3	-	79	100	-	(100)	-100.00%
Transfer in	-	-	-	-	-	-	-	-
subtotal	5	3	-	79	100	-	(100)	-100.00%
Use of Fund Balance	-	84,198	67,998	-	-	66,380	66,380	
Total Sources of Funds	5	84,201	67,998	79	100	66,380	66,280	
<u>Use of Funds</u>								
Parking	-	1,700	67,998	-	-	66,380	66,380	#DIV/0!
Non-Departmental	1	82,501	-	20	20	-	(20)	-100.00%
subtotal	1	84,201	67,998	20	20	66,380	66,360	331800.00%
Reserve for future use	4	-	-	59	80	-	(80)	
Total Uses of Funds	5	84,201	67,998	79	100	66,380	66,280	
Fund Balance Analysis:	150,494	150,498	66,300	66,300	66,300	66,380	80	0.12%
Actual Available Fund Balance / Estimated	4	(84,198)	(67,998)	59	80	(66,380)	(66,460)	83075.00%
Use of fund balance							-	
Estimated Remaining Fund Balance	150,498	66,300	(1,698)	66,359	66,380	-	(66,380)	

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Code Remediation Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014		FY 2014-2015	FY 2014-2015
				YTD Actuals			Change between	
	Actuals	Actuals	Adjusted Budget	(Oct-July)	Forecast	Budget Request	FY 15 Draft	% Change
							Budget & FY 14	
							Forecast	
<u>Source of Funds</u>								
Interest & other Earnings	2,888	613	-	4,140	-	-	-	-
Other Miscellaneous Rev	39,464	5,562	-	21,115	-	-	-	-
Transfers In	-	100,000	202,411	202,411	202,411	-	(202,411)	-100.00%
subtotal	42,352	106,175	202,411	227,666	202,411	-	(202,411)	-100.00%
Use of Fund Balance	337,319	-	116,414	-	-	302,134	302,134	
Total Sources of Funds	379,671	106,175	318,825	227,666	202,411	302,134	99,723	
<u>Use of Funds</u>								
Code Enforcement	131,816	60,688	318,825	21,423	167,000	302,000	135,000	80.84%
Non-Departmental	(4,429)	35,716	-	(873)	-	134	134	#DIV/0!
Transfers Out	252,284	-	-	-	-	-	-	-
subtotal	379,671	96,404	318,825	20,550	167,000	302,134	135,134	80.92%
Reserve for future use	-	9,771	-	207,116	35,411	-	(35,411)	
Total Uses of Funds	379,671	106,175	318,825	227,666	202,411	302,134	99,723	
Fund Balance Analysis:								
Actual Available Fund Balance / Estimated	611,645	274,326	284,099	284,099	284,099	319,510	35,411	12.46%
Reserve for Future Use/ (Use of fund balance)	(337,319)	9,771	(116,414)	207,116	35,411	(302,134)	(337,545)	-953.22%
Estimated Remaining Available Fund Balance	274,326	284,097	167,685	491,215	319,510	17,376	(302,134)	

City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft
Grants

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014		FY 2014-2015	FY 2014-2015
			Adjusted	Forecast		Change between	
	Actuals	Actuals	Budget	Forecast	Budget Request	FY 15 Draft	% Change
						Budget & FY 14	
						Forecast	
<u>Source of Funds</u>							
Federal Grants:							
Culture/Recreation	432,000	393,859	73,790	47,416	26,374	(21,042)	-44.38%
General Government	130,000	-	-	-	-	-	-
Physical Environment	318,406	-	2,300,542	1,030,146	465,542	(564,604)	-54.81%
Public Safety	124,006	140,007	9,636	9,636	-	(9,636)	-100.00%
Transportation	96,532	-	-	-	-	-	-
Total Federal Grants	1,100,944	533,866	2,383,968	1,087,198	491,916	(595,282)	-54.75%
State Grants - culture/recreation	111,000	-	3,900	3,900	-	(3,900)	-100.00%
Grants From Local Units - culture/recreation	276,352	179,912	-	-	-	-	-
Transfers In	53,520	92,000	-	-	-	-	-
subtotal	1,541,816	805,778	2,387,868	1,091,098	491,916	(599,182)	-54.92%
Use of Fund Balance	275,000	-	219,771	219,771	-	(219,771)	
Total Sources of Funds	1,816,816	805,778	2,607,639	1,310,869	491,916	(818,953)	
<u>Use of Funds</u>							
CDBG - Sunset Ridge improvement	200,000	47,000	-	-	-	-	-
CDBG - Sunset Ridge equipment	-	43,952	-	-	-	-	-
CDBG - Street Calming	96,532	-	-	-	-	-	-
CDBG - Wimbeley Gym	200,000	-	200,000	-	-	-	-
CDBG - Infrastructure	226,253	-	1,280,542	1,015,146	465,542	(549,604)	-54.14%
CDBG - Shuffleboard courts parking area, etc.	97,000	-	-	-	-	-	-
ARRA Justice Assistance Grant	142,526	143,718	73,803	73,803	-	(73,803)	-100.00%
DOJ-YEC Afterschool & Crime Prevention	-	77,039	43,102	16,728	26,374	9,646	57.66%
DOJ - Fiber Optics Expansion	-	-	18,088	18,088	-	(18,088)	-100.00%
EECGB from Refuse	122,153	-	-	-	-	-	-
ARRA Leap - Local Energy Assurance Plan	130,000	-	-	-	-	-	-
Bryant Park	111,000	401,664	-	-	-	-	-
Derelict vessel grant	-	11,250	-	-	-	-	-
Fish & Wildlife - Bryant Park parking lot	-	-	91,392	91,392	-	(91,392)	-100.00%
PBC Drowning Prevention Coalition	5,000	-	-	-	-	-	-
PBC Bryant Park Water Front Access	300,000	-	-	-	-	-	-
Youth Empowerment Grant - 2011	71,352	-	12,600	12,600	-	(12,600)	-100.00%
State Aid to Library	-	10,424	10,472	10,472	-	(10,472)	-100.00%
LG1303 - Keep Palm Beach Beautiful	-	-	3,900	3,900	-	(3,900)	-100.00%
Urban and Community Forest Program	-	-	15,000	15,000	-	(15,000)	-100.00%

City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft
Grants

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014		FY 2014-2015	FY 2014-2015
			Adjusted	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
	Actuals	Actuals	Budget				
Cycle for Transportation Alternatives Program	-	-	775,000	-	-	-	-
Transfers Out	115,000	30,000	83,740	53,740	-	(53,740)	-100.00%
						-	-
subtotal	1,816,816	765,047	2,607,639	1,310,869	491,916	(818,953)	-62.47%
Reserve for future use	-	40,731	-	-	-	-	-
Total Uses of Funds	1,816,816	805,778	2,607,639	1,310,869	491,916	(818,953)	
Fund Balance Analysis:							
Actual Available Fund Balance / Estimated	324,039	179,040	219,771	219,771	-	(219,771)	-100.00%
Use of fund balance	(275,000)	40,731	(219,771)	(219,771)	-	219,771	-100.00%
						-	-
Estimated Remaining Fund Balance	49,039	219,771	-	-	-	-	-

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Tree Beautification Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014		FY 2014-2015	FY 2014-2015
				YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
	Actuals	Actuals	Adjusted Budget					
<u>Source of Funds</u>								
Intergovernmental							-	-
Donations	-	1,425	1,000	310	1,000	1,425	425	42.50%
Transfers In	-	-	-	-	-	-	-	-
subtotal	-	1,425	1,000	310	1,000	1,425	425	42.50%
Use of Fund Balance	1,550	468	-	-	-	468	468	
Total Sources of Funds	1,550	1,893	1,000	310	1,000	1,893	893	
<u>Use of Funds</u>								
Grounds	1,550	1,893	1,000	164	1,000	1,893	893	89.30%
Transfers Out							-	-
subtotal	1,550	1,893	1,000	164	1,000	1,893	893	89.30%
Reserve for future use	-	-	-	146	-	-	-	-
Total Uses of Funds	1,550	1,893	1,000	310	1,000	1,893	893	
Fund Balance Analysis:								
Actual Available Fund Balance / Estimated	10,688	9,138	8,670	8,670	8,670	8,670	-	-
Use of fund balance	(1,550)	(468)	-	146	-	(468)	(468)	#DIV/0!
Estimated Remaining Fund Balance	9,138	8,670	8,670	8,816	8,670	8,202	(468)	

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Utility Conservation Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014		FY 2014-2015	FY 2014-2015
				YTD Actuals			Change between	
	Actuals	Actuals	Adjusted Budget	(Oct-July)	Forecast	Budget Request	FY 15 Draft	% Change
							Budget & FY 14	
							Forecast	
<u>Source of Funds</u>								
Physical Environment	661,746	(186)	-	(16)	-	-	-	-
Interest & Other Earnings	3,008	1,807	-	936	-	-	-	-
subtotal	664,754	1,621	-	920	-	-	-	-
Use of Fund Balance	-	320,947	735,379	106,235	133,091	684,122	551,031	
Total Sources of Funds	664,754	322,568	735,379	107,155	133,091	684,122	551,031	
<u>Use of Funds</u>								
Building Permits	-	-	-	-	-	-	-	-
Administration	-	343	-	-	-	-	-	-
Utility Conservation	632,008	319,487	734,909	106,792	132,621	683,622	551,001	415.47%
Non-Departmental Other	26,123	2,738	470	363	470	500	30	6.38%
subtotal	658,131	322,568	735,379	107,155	133,091	684,122	551,031	414.03%
Reserve for future use	6,623	-	-	-	-	-	-	
Total Uses of Funds	664,754	322,568	735,379	107,155	133,091	684,122	551,031	
Fund Balance Analysis:								
Actual Available Fund Balance / Estimated	1,162,962	1,169,585	848,641	848,641	848,641	715,550	(133,091)	-15.68%
Reserve for future use	6,623	(320,947)	(735,379)	(106,235)	(133,091)	(684,122)	(551,031)	414.03%
Estimated Remaining Fund Balance	1,169,585	848,638	113,262	742,406	715,550	31,428	(684,122)	

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Golf Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015 Change between FY 15 Draft Budget & FY 14	FY 2014-2015 Forecast	FY 2014-2015 % Change
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)		Budget Request	Forecast		
<u>Source of Funds</u>									
Culture/Recreation	1,148,008	951,970	1,135,628	820,509	1,085,639	1,075,020	(10,619)		-0.98%
Donations	12,784	9,721	10,000	-	10,000	10,785	785		7.85%
Other Miscellaneous Rev	13,687	1,874,901	-	510	-	-	-		-
Reimbursements	-	-	-	-	-	54,000	-		-
Transfers In	-	-	285,770	284,277	284,277	-	(284,277)		100.00%
subtotal	1,174,479	2,836,592	1,431,398	1,105,296	1,379,916	1,139,805	(240,111)		-17.40%
Use of Fund Balance	107,503	-	-	-	-	-	-		
Total Sources of Funds	1,281,982	2,836,592	1,431,398	1,105,296	1,379,916	1,139,805	(240,111)		
<u>Use of Funds</u>									
Golf Course	1,067,535	991,711	1,096,386	853,033	1,034,935	1,046,409	11,474		1.11%
Restaurant /Clubhouse	64,855	2,648	-	-	-	-	-		-
Non-Departmental	66,860	62,686	16,462	13,870	16,462	13,643	(2,819)		-17.12%
Repayment cash advance	-	-	110,000	110,000	110,000	-	(110,000)		100.00%
Debt Payments- Interest	16,598	-	-	-	-	-	-		-
Capital Outlay	66,134	4,870	-	-	-	16,000	16,000		#DIV/0!
subtotal	1,281,982	1,061,915	1,222,848	976,903	1,161,397	1,076,052	(85,345)		-7.35%
Reserve for future use	-	1,774,677	208,550	128,393	218,519	63,753	(154,766)		
Total Uses of Funds	1,281,982	2,836,592	1,431,398	1,105,296	1,379,916	1,139,805	(240,111)		
<u>Net Asset Analysis:</u>									
Actual Available Fund Balance / Estimat	(1,888,601)	(1,996,104)	(217,731)	(217,731)	(217,731)	788	218,519		-100.36%
(Use of Fund Balance)/ Reserve for Futt	(107,503)	1,774,677	208,550	128,393	218,519	63,753	(154,766)		-70.82%
Estimated Remaining Fund Balance	(1,996,104)	(221,427)	(9,181)	(89,338)	788	64,541	63,753		-171.19%
Capital Outlay									-
* Golf Course	61,801	1,270	-	-	-	16,000	16,000		#DIV/0!
* Restaurant/Clubhouse	4,333	3,600	-	-	-	-	-		-

City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft
Simpkin Library Trust Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014		FY 2014-2015	FY 2014-2015	
				YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change	
	Actuals	Actuals	Adjusted Budget						
<u>Source of Funds</u>									
Interest & other Earnings	2,539	973	1,000	330	1,000	800	(200)	-20.00%	
Transfers In							-	-	
subtotal	2,539	973	1,000	330	1,000	800	(200)	-20.00%	
Use of Fund Balance	101,860	109,354	62,528	62,828	62,528	81,300	18,772		
Total Sources of Funds	104,399	110,327	63,528	63,158	63,528	82,100	18,572		
<u>Use of Funds</u>									
Non-Departmental	529	294	528	158	528	100	(428)	-81.06%	
Transfers Out	103,870	110,033	63,000	63,000	63,000	82,000	19,000	30.16%	
subtotal	104,399	110,327	63,528	63,158	63,528	82,100	18,572	29.23%	
Reserve for future use	-	-	-	-	-	-	-		
Total Uses of Funds	104,399	110,327	63,528	63,158	63,528	82,100	18,572		
Fund Balance Analysis:									
Actual Available Fund Balance / Estimated	606,705	504,845	395,491	395,491	395,491	332,963	(62,528)	-15.81%	
Use of fund balance	(101,860)	(109,354)	(62,528)	(62,828)	(62,528)	(81,300)	(18,772)	30.02%	
Estimated Remaining Fund Balance	504,845	395,491	332,963	332,663	332,963	251,663	(81,300)		

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Library Trust Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014		FY 2014-2015	FY 2014-2015
				YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
<u>Source of Funds</u>	Actuals	Actuals	Adjusted Budget					
Interest & other Earnings	598	(149)	-	(15)	-	-	-	-
Sale of Surplus Material	1,524	2,553	1,800	3,240	2,700	1,500	(1,200)	-44.44%
Donations	10,008	561	-	1,144	-	600	600	#DIV/0!
Transfers In	-	2,194	-	-	-	-	-	-
subtotal	12,130	5,159	1,800	4,369	2,700	2,100	(600)	-22.22%
Use of Fund Balance	-	104,900	51,317	48,631	50,417	-	(50,417)	
Total Sources of Funds	12,130	110,059	53,117	53,000	53,117	2,100	(51,017)	
<u>Use of Funds</u>								
New Library Serve & PACs	-	-	-	-	-	-	-	-
Non-Departmental	117	26	117	-	117	-	(117)	-100.00%
Transfers Out	-	110,033	53,000	53,000	53,000	-	(53,000)	-100.00%
subtotal	117	110,059	53,117	53,000	53,117	-	(53,117)	-100.00%
Reserve for future use	12,013	-	-	-	-	2,100	2,100	
Total Uses of Funds	12,130	110,059	53,117	53,000	53,117	2,100	(51,017)	
<u>Fund Balance Analysis:</u>								
Actual Available Fund Balance / Estimated	162,465	174,478	69,769	69,769	69,769	19,352	(50,417)	-72.26%
Reserve for future use	12,013	(104,900)	(51,317)	(48,631)	(50,417)	2,100	52,517	-104.17%
Estimated Remaining Fund Balance	174,478	69,578	18,452	21,138	19,352	21,452	2,100	

City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft

Criminal Justice Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014		FY 2014-2015	FY 2014-2015
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
<u>Source of Funds</u>								
Judgements & Fines	6,437	7,122	6,000	6,198	6,000	5,000	(1,000)	100.00%
Transfers In							-	-
subtotal	6,437	7,122	6,000	6,198	6,000	5,000	(1,000)	100.00%
Use of Fund Balance	-	-	39,020	-	39,020	1,122	(37,898)	
Total Sources of Funds	6,437	7,122	45,020	6,198	45,020	6,122	(38,898)	
<u>Use of Funds</u>								
Administration	-	-	45,020	-	45,020	6,122	(38,898)	-86.40%
Transfers Out							-	-
subtotal	-	-	45,020	-	45,020	6,122	(38,898)	-86.40%
Reserve for future use	6,437	7,122	-	6,198	-	-	-	
Total Uses of Funds	6,437	7,122	45,020	6,198	45,020	6,122	(38,898)	
Fund Balance Analysis:								
Actual Available Fund Balance / Estimated	26,583	33,020	40,142	40,142	40,142	1,122	(39,020)	-97.20%
Reserve for future use	6,437	7,122	(39,020)	6,198	(39,020)	(1,122)	37,898	-97.12%
Estimated Remaining Fund Balance	33,020	40,142	1,122	46,340	1,122	-	(1,122)	

City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft

State Confiscated Forfeiture Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014		FY 2014-2015	FY 2014-2015
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
Source of Funds								
Confiscated Property	12,383	6,333	-	7,281	4,000	-	(4,000)	-100.00%
Interest & other Earnings	145	89	-	59	30	150	120	400.00%
Transfers In	-	-	-	-	-	-	-	-
subtotal	12,528	6,422	-	7,340	4,030	150	(3,880)	-96.28%
Use of Fund Balance	-	-	47,197	-	995	49,871	48,876	
Total Sources of Funds	12,528	6,422	47,197	7,340	5,025	50,021	44,996	
Use of Funds								
Administration	-	4,528	47,172	1,375	5,000	50,021	45,021	900.42%
Non-Departmental	25	25	25	21	25	-	(25)	-
Transfers Out	-	-	-	-	-	-	-	-
subtotal	25	4,553	47,197	1,396	5,025	50,021	44,996	895.44%
Reserve for future use	12,503	1,869	-	5,944	-	-	-	
Total Uses of Funds	12,528	6,422	47,197	7,340	5,025	50,021	44,996	
Fund Balance Analysis:								
Actual Available Fund Balance / Estimated	36,494	48,997	50,866	50,866	50,866	49,871	(995)	-1.96%
Reserve for future use	12,503	1,869	(47,197)	5,944	(995)	(49,871)	(48,876)	4912.16%
Estimated Remaining Fund Balance	48,997	50,866	3,669	56,810	49,871	-	(49,871)	

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Capital Projects Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
<u>Source of Funds</u>								
Federal Grants	192,986	(11,768)	-	-	-	-	-	-
Interest & Other Earnings	31,624	8,016	-	-	-	-	-	-
Other Miscellaneous Rev		65,000	-	-	-	-	-	-
Repayment from Beach fund - principal & interest			50,000	50,000	50,000	50,000	-	100.00%
Transfers In	1,724,442	214,708	239,636	239,636	239,636	33,000	(206,636)	-86.23%
subtotal	1,949,052	275,956	289,636	289,636	289,636	83,000	(206,636)	-71.34%
Use of Fund Balance	-	982,233	3,070,026	1,248,150	1,462,286	1,636,656	174,370	
Total Sources of Funds	1,949,052	1,258,189	3,359,662	1,537,786	1,751,922	1,719,656	(32,266)	
<u>Use of Funds</u>								
General Improvements	3,113	2,821	377,322	91,000	91,000	158,656	67,656	74.35%
Public Services Bldg			1,176,407	39,250	45,000	-	(45,000)	-100.00%
Park of Commerce Drainage Improvements			-	-	-	-	-	-
Road Improvements	20,661	348,838	317,270	212,375	317,270	-	(317,270)	-100.00%
Sidewalk improvements			-	-	-	-	-	-
Bike Lane Striping			-	-	-	-	-	-
City Hall Roof Replacement		70,692	-	-	-	-	-	-
Irrigation Upgrade Bryant			-	-	-	-	-	-
Bryant Park Boat Ramp	12,329	92,277	-	-	-	-	-	-
Park Furnishings		17,415	89,350	89,339	89,339	-	(89,339)	-100.00%
ADA Compliance			-	-	-	-	-	-
Pier Building roof	5,300	53,307	-	-	-	-	-	-
Parking Meters	1,764							
NW Ballfield Improvements	38,000							
Update Library Fire Alarm		25,385						
HTE Core Financials								
Golf course restoration	183,003		112,313	8,822	112,313	-	(112,313)	-100.00%
Building Licensing - building renovation						66,000	66,000	#DIV/0!
Roof replacement - Bryant Park			30,000					100.00%
Bryant Park Concession Building			65,000			65,000	65,000	
Public safety building air conditioners			79,000	79,000	79,000		(79,000)	100.00%
City Hall alarm system & electric upgrade			40,000	40,000	40,000		(40,000)	100.00%
City Hall chiller						80,000	80,000	100.00%
Shuffle Board Court renovation			37,500	37,500	37,500		(37,500)	100.00%
Gymnasium floor/Bleachers			95,000					100.00%
Land acquisition			40,500	40,500	40,500		(40,500)	100.00%
Landfill restoration								
subtotal Capital Projects	264,170	610,735	2,459,662	637,786	851,922	369,656	(482,266)	-56.61%

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Capital Projects Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
Transfers Out	153,967	411,534	900,000	900,000	900,000	1,350,000	450,000	50.00%
Advance - Beach fund	405,000	200,000	-	-	-	-	-	-
Non Operating								
Dept Payments- Principal	31,118	32,064	-	-	-	-	-	-
Debt Payments- Interest	4,803	3,856	-	-	-	-	-	-
subtotal	859,058	1,258,189	3,359,662	1,537,786	1,751,922	1,719,656	(32,266)	-1.84%
Reserve for future use	1,089,994	-	-	-	-	-	-	-
Total Uses of Funds	1,949,052	1,258,189	3,359,662	1,537,786	1,751,922	1,719,656	(32,266)	
Fund Balance Analysis:								
301 Fund	2,699,863	4,125,466	3,483,942	3,483,942	3,483,942	2,021,656	(1,462,286)	-41.97%
102 Fund	147,217	111,296	-	-	-	-	-	-
Actual Available Fund Balance / Estimated	2,847,080	4,236,762	3,483,942	3,483,942	3,483,942	2,021,656	(1,462,286)	-41.97%
Advance to Beach Fund			-	-	-	(385,000)		
Reserve for future use	1,089,994	(982,233)	(3,070,026)	(1,248,150)	(1,462,286)	(1,636,656)	(174,370)	11.92%
Estimated Remaining Fund Balance	3,937,074	3,254,529	413,916	2,235,792	2,021,656	-	(2,021,656)	
Transfers In								
Insurance fund - additional claim proceeds for Publ	123,387		-	-	-	-	-	-
Road Improvement fund	525,055		-	-	-	-	-	-
Grant Fund	10,000	30,000	-	-	-	-	-	-
General Fund	66,000	102,208	-	-	-	-	-	100.00%
Building Permit Fund						33,000		
Casino Building Fund	-		183,925	183,925	183,925	-	(183,925)	-100.00%
Beach Redevelopment	-	-	55,711	55,711	55,711	-	(55,711)	-100.00%
Parking Improvement Fund	-	82,500	-	-	-	-	-	-
Stormwater	200,000		-	-	-	-	-	-
Insurance Fund	800,000		-	-	-	-	-	-
	1,724,442	214,708	239,636	239,636	239,636	33,000	(206,636)	-86.23%
Transfers Out								
General fund - new events	2,400	-	-	-	-	-	-	-
General Fund - Centennial Celebration	-	25,000	-	-	-	-	-	-
Road Improvement fund		213,231						
Casino Building Fund	69,067	73,303						
Self Insurance Fund	-	-	-	-	-	800,000		
Stormwater Fund	-	-	-	-	-	200,000		
Park of Commerce Fund	-	-	700,000	700,000	700,000	350,000		
Foreclosure Fund - demolitions	-	100,000	-	-	-	-		
Code remediation Fund	-	-	200,000	200,000	200,000	-		
Parking Improvement Fund	82,500							
Beach Redevelopment								
	153,967	411,534	900,000	900,000	900,000	1,350,000	450,000	50.00%

City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft

Road Improvement Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
				YTD Actuals	Forecast	Budget Request	Change between	Change between
	Actuals	Actuals	Adjusted Budget	(Oct-July)	Forecast	Budget Request	FY 15 Draft	FY 2014-2015
							Budget & FY 14	% Change
							Forecast	
<u>Source of Funds</u>								
Franchise Fees	381,450	354,885	358,000	267,207	322,800	323,000	200	0.06%
Interest & other earnings	(1,301)	554	10,000	1,032	1,200	1,200	-	-
Transfers In	105,000	213,231	-	-	148,328	-	(148,328)	-100.00%
subtotal	485,149	568,670	368,000	268,239	472,328	324,200	(148,128)	-31.36%
Use of Fund Balance	50,414	255,729	798,267	-	73,412	699,804	626,392	
Total Sources of Funds	535,563	824,399	1,166,267	268,239	545,740	1,024,004	478,264	
<u>Use of Funds</u>								
Street improvements	8,574	240,846	1,164,335	-	545,440	1,023,704	478,264	87.68%
Non-Departmental	1,934	2,553	1,932	303	300	300	-	-
Transfers Out - Capital Projects	525,055	581,000	-	(148,328)	-	-	-	-
subtotal	535,563	824,399	1,166,267	(148,025)	545,740	1,024,004	478,264	87.64%
Reserve for future use	-	-	-	416,264	-	-	-	
Total Uses of Funds	535,563	824,399	1,166,267	268,239	545,740	1,024,004	478,264	
<u>Fund Balance Analysis:</u>								
Actual Available Fund Balance / Estimated	1,139,055	1,088,641	773,250	773,250	773,250	699,838	(73,412)	-9.49%
Use of fund balance	(50,414)	(255,729)	(798,267)	416,264	(73,412)	(699,804)	(626,392)	853.26%
Estimated Remaining Fund Balance	1,088,641	832,912	(25,017)	1,189,514	699,838	34	(699,804)	

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Park of Commerce

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
<u>Source of Funds</u>								
Intergovernmental/Grants						1,000,000	1,000,000	#DIV/0!
General Government						-	-	-
Miscellaneous Revenue	-	-	-	-	-	-	-	-
Non-Operating Sources/debt proceeds								
Transfers In	-	-	700,000	700,000	700,000	2,350,000	1,650,000	100.00%
subtotal	-	-	700,000	700,000	700,000	3,350,000	2,650,000	
Use of Fund Balance	-	-	-	-	-	-	-	
Total Sources of Funds	-	-	700,000	700,000	700,000	3,350,000	2,650,000	
<u>Use of Funds</u>								
Street Maintenance	-	-	700,000	300,137	700,000	3,350,000	2,650,000	100.00%
Stormwater	-	-	-	-	-	-	-	-
Transmission & Distribution	-	-	-	-	-	-	-	-
Water Distribution	-	-	-	-	-	-	-	-
Sewer Collection	-	-	-	-	-	-	-	-
subtotal	-	-	700,000	300,137	700,000	3,350,000	2,650,000	
Reserve for future use	-	-	-	399,863	-	-	-	
Total Uses of Funds	-	-	700,000	700,000	700,000	3,350,000	2,650,000	
<u>Net Assets Analysis:</u>								
Actual Available Net Assets / Estimated			-	-	-	-	-	-
PY Reserve for Future Capital Expenditures								
Use of Net Assets								
Estimated Remaining Fund Balance	-	-	-	-	-	-	-	-
Transfers In:								
Capital Fund			700,000	700,000	700,000	350,000		
Stormwater	-		-	-	-	-		
Transmission & Distribution			-	-	-	2,000,000		
Water			-	-	-	-		
Local Sewer			-	-	-	-		
			700,000	700,000	700,000	2,350,000		

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Electric Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
				YTD Actuals (Oct- July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
<u>Source of Funds</u>	Actuals	Actuals	Adjusted Budget					
General Government	82,994	72,574	71,500	81,357	97,627	86,500	(11,127)	-11.40%
Physical Environment	52,786,279	49,615,915	49,549,383	42,512,892	51,015,467	51,192,600	177,133	0.35%
Violations of Local Ordinance	31,927	46,479	40,000	41,840	50,208	40,000	(10,208)	-20.33%
Interest & Other Earnings	113,608	81,758	219,665	20,607	24,728	85,000	60,272	243.74%
Sale of Surplus Material	22,903	23,111	-	127,859	127,859	-	(127,859)	-100.00%
Other Miscellaneous Rev	1,375,510	183,299	1,034,000	274,205	283,634	30,000	(253,634)	-89.42%
Contribution from Enterprise	1,651,731	1,691,677	1,691,677	1,409,731	1,691,675	762,303	(929,372)	-54.94%
Transfers In	-	8,600	155,409	155,409	155,409	-	(155,409)	-100.00%
subtotal	56,064,952	51,723,413	52,761,634	44,623,900	53,446,607	52,196,403	(1,250,204)	
Use of Net Operating Assets	3,046,212	7,053,033	7,732,518	-	1,657,604	7,133,901		
Use of Available Bond Proceeds	-	-	5,580,000	349,822	450,000	3,215,000		
Total Sources of Funds	59,111,164	58,776,446	66,074,152	44,973,722	55,554,211	62,545,304		
<u>Use of Funds</u>								
Administration	866,640	792,924	1,314,284	804,751	1,001,812	947,329	(54,483)	-5.44%
Engineering	1,602,084	1,448,698	1,485,232	896,797	1,076,146	1,192,614	116,468	10.82%
Power Plant	3,046,013	3,003,265	3,130,382	2,339,326	2,832,178	3,135,369	303,191	10.71%
System Operation	34,047,054	33,583,615	31,507,618	26,051,465	32,368,111	34,019,611	1,651,500	5.10%
Transmission & Distrib.	5,793,364	6,113,409	7,191,979	5,383,306	6,321,244	6,457,429	136,185	2.15%
Customer Service	1,515,307	1,513,097	1,514,417	1,123,638	1,348,356	1,330,462	(17,894)	-1.33%
Non-Departmental Other	1,045,635	979,144	963,419	504,808	542,507	207,500	(335,007)	-61.75%
Interfund Admin. Services	2,538,672	2,151,041	2,151,041	1,792,534	2,151,040	1,814,889	(336,151)	-15.63%
Contribution to General Fund	4,484,451	4,459,183	4,141,958	3,451,632	4,141,958	3,932,889	(209,069)	-5.05%
Depreciation	1,711,881	1,717,913	1,711,881	-	1,711,881	1,717,912	6,031	0.35%
Subtotal Operating Expenses	56,651,101	55,762,289	55,112,211	42,348,257	53,495,233	54,756,004	1,260,771	
Transfers Out - Park of Commerce	-	-	-	-	-	2,000,000	-	100.00%
Capital Outlay - operating	-	-	4,077,641	761,588	901,995	306,000	(595,995)	-66.08%
Capital Outlay - bond proceeds			5,580,000	349,822	450,000	3,215,000	2,765,000	614.44%
Debt Payments- Principal	1,290,000	2,097,023	635,000	-	-	1,582,500	1,582,500	#DIV/0!
Debt Payments- Interest	1,170,063	917,134	669,300	589,153	706,983	685,800	(21,183)	-3.00%
subtotal	59,111,164	58,776,446	66,074,152	44,048,820	55,554,211	62,545,304	4,991,093	
Reserve for future use	-	-	-	924,902	-	-		
Total Uses of Funds	59,111,164	58,776,446	66,074,152	44,973,722	55,554,211	62,545,304		

Net Assets Analysis:

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Electric Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
				YTD Actuals (Oct- July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
	Actuals	Actuals	Adjusted Budget					
Actual Available Net Assets / Estimated (Use of Net Assets)/Reserve for future use	19,320,402 (3,046,212)	26,587,115 (7,053,033)	13,251,395 (13,312,518)	13,251,395 575,080	13,251,395 (2,107,604)	12,855,672 (10,348,901)	(395,723) (8,241,297)	-2.99% 391.03%
Non cash items: Depreciation	1,711,881	1,717,913	1,711,881	-	1,711,881	1,717,912	6,031	0.35%
Remaining bond proceeds	(16,009,111)	(15,786,023)	(10,206,023)	(15,436,201)	(15,336,023)	(10,121,023)	5,215,000	-34.00%
Estimated Remaining Available Net Assets	1,976,960	5,465,972	(8,555,265)	(1,609,726)	(2,480,351)	(5,896,340)	(3,415,989)	
Capital Outlay	-	-	9,657,641	1,111,410	1,351,995	3,521,000	2,169,005	
* Utility Customer Service	-	-	-	-	-	-	-	
* Administration	-	-	453,440	32,040	82,440	-	(82,440)	
* Steam Power Generation	-	-	230,600	199,250	199,250	150,000	(49,250)	
* Power System Operation	-	-	632,219	58,588	70,305	-	(70,305)	
* Transmission & Distrib.	-	-	8,326,382	821,532	1,000,000	3,371,000	2,371,000	

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Water Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015 Change between FY 15 Draft Budget & FY 14 Forecast	FY 2014-2015 % Change
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request		
Revenue change assumptions:						5%		
<u>Source of Funds</u>								
Physical Environment	11,779,931	11,562,792	12,244,470	10,180,253	12,680,000	12,966,036	286,036	2.26%
Violation of Lake Worth Ordinance	200	-	500	-	500	500	-	-
Interest & other Earnings	72,290	61,626	107,838	18,709	72,738	107,838	35,100	48.26%
Spec Assess/Impact	-	213,219	5,000	327,936	328,000	5,000	(323,000)	-98.48%
Advance Reimbursement	-	(217,828)	-	4	-	-	-	100.00%
Grants/Aid	-	245,723	-	-	-	-	-	-
Other Miscellaneous Rev	183,180	7,362	-	-	-	-	-	-
Transfers In	-	-	1,443,497	-	-	166,667	166,667	#DIV/0!
subtotal	12,035,601	11,872,894	13,801,305	10,526,902	13,081,238	13,246,041	164,803	1.26%
Use of Net Assets	1,045,944	2,810,047	5,406,076	-	4,199,725	1,978,270	(2,221,455)	
Total Sources of Funds	13,081,545	14,682,941	19,207,381	10,526,902	17,280,963	15,224,311	(2,056,652)	
<u>Use of Funds</u>								
Administration	-	-	-	-	-	900,328	900,328	
Pumping	274,870	192,248	525,459	230,398	368,698	188,327	(180,371)	-48.92%
Water Treatment Plant	4,148,279	4,164,958	4,810,814	2,834,056	4,145,827	3,642,847	(502,980)	-12.13%
Transmission & Distrib.	1,108,099	1,271,701	1,624,571	1,189,216	1,501,609	1,619,526	117,917	7.85%
Non-Departmental Other	1,692,719	1,647,774	1,575,304	1,234,135	1,569,209	936,407	(632,802)	-48.08%
Contribution to General Fund	1,071,160	1,075,572	1,030,564	858,803	1,030,564	1,022,788	(7,776)	51.92%
Transfers Out - to Capital Project Fund	-	400,500	810,000	33,603	810,000	400,500	(409,500)	151.92%
Capital Outlay	-	-	4,968,897	879,995	3,993,284	1,480,000	(2,513,284)	-62.94%
Debt Payments- Principal	1,333,567	2,461,675	1,034,214	-	1,034,214	1,880,452	846,238	81.82%
Debt Payments- Interest	1,396,276	1,170,326	770,984	589,153	770,984	854,950	83,966	10.89%
Depreciation	2,056,575	2,298,187	2,056,574	-	2,056,574	2,298,186	241,612	11.75%
subtotal	13,081,545	14,682,941	19,207,381	7,849,359	17,280,963	15,224,311	(2,056,652)	-11.90%
Reserve for future use	-	-	-	2,677,543	-	-	-	
Total Uses of Funds	13,081,545	14,682,941	19,207,381	10,526,902	17,280,963	15,224,311	(2,056,652)	
Net Assets Analysis:								
Actual Available Net Assets / Estimated	22,275,082	24,039,185	20,152,689	20,152,689	20,152,689	18,009,538	(2,143,151)	-10.63%
Reserve for future use/(Use of Net Assets)	(1,045,944)	(2,810,047)	(5,406,076)	2,677,543	(4,199,725)	(1,978,270)	2,221,455	-52.90%
Adjustment for Non-cash items (i.e. Depreciation)	2,056,575	2,298,187	2,056,574	-	2,056,574	2,298,186	241,612	11.75%
Less cash advances for the following:								
Beach Redevelopment Internal Loan	-	(1,276,830)	-	-	-	-	-	
Casino Building Internal Loan	-	(3,833,333)	(3,833,333)	(3,833,333)	(3,833,333)	(3,666,667)	166,666	
Estimated Available Ending Net Assets	23,285,713	18,417,162	12,969,854	18,996,899	14,176,205	14,662,787	486,582	-51.78%
Capital Outlay	-	-	4,968,897	879,995	3,993,284	1,480,000	(2,513,284)	-62.94%
* Treatment	-	-	4,909,137	859,692	2,619,001	880,000	(1,739,001)	-66.40%
* Distribution	-	-	59,760	20,303	1,374,283	600,000	(774,283)	-56.34%

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Local Sewer Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015 Change between FY 15 Draft Budget & FY 14 Forecast	FY 2014-2015 % Change
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Forecast	% Change
Revenue change assumptions:			10%			8.00%		
<u>Source of Funds</u>								
Physical Environment	7,736,162	7,263,337	6,352,524	5,380,954	6,822,500	6,957,425	134,925	1.98%
Interest & other Earnings	32,219	31,135	73,412	10,429	73,412	49,482	(23,930)	-32.60%
Spec Assess/Impact	-	165,535	5,000	254,400	255,000	250,000	(5,000)	-1.96%
Other Miscellaneous Rev	4,983	3,872,838	-	-	-	-	-	-
subtotal	7,773,364	11,332,845	6,430,936	5,651,222	7,150,912	7,256,907	105,995	1.48%
Use of Net Assets	-	-	2,095,976	260,655	1,263,319	2,899,143	1,635,824	
Total Sources of Funds	7,773,364	11,332,845	8,526,912	5,911,877	8,414,231	10,156,050	1,741,819	
<u>Use of Funds</u>								
Administration	-	-	-	-	-	549,416	549,416	
Pumping	372,724	384,629	801,913	662,005	756,350	789,206	32,856	4.34%
Sewer Collection	952,221	1,041,947	1,258,043	927,355	1,207,938	1,254,319	46,381	3.84%
Non-Departmental Other	4,236,223	3,322,903	3,662,513	3,643,013	3,662,513	3,002,199	(660,314)	-18.03%
Contribution to General Fund	229,997	223,037	595,817	496,514	595,817	177,511	(418,306)	-70.21%
Subtotal Operating Expenses	5,791,165	4,972,516	6,318,286	5,728,887	6,222,618	5,772,651	(449,967)	
Capital Outlay	73,235	-	1,605,113	182,990	1,588,100	3,795,376	2,207,276	138.99%
Debt Payments- Principal	255,000	3,570,000	-	-	-	-	-	-
Debt Payments- Interest	53,257	24,535	-	-	-	-	-	-
Depreciation	603,513	588,024	603,513	-	603,513	588,023	(15,490)	-2.57%
subtotal	6,776,170	9,155,075	8,526,912	5,911,877	8,414,231	10,156,050	1,741,819	20.70%
Reserve for future use	997,194	2,177,770	-	-	-	-	-	
Total Uses of Funds	7,773,364	11,332,845	8,526,912	5,911,877	8,414,231	10,156,050	1,741,819	
<u>Net Assets Analysis:</u>								
Actual Available Net Assets / Estimated	8,060,060	9,660,767	10,485,360	10,485,360	10,485,360	9,825,554	(659,806)	-6.29%
Reserve for future use/(Use of Net Assets)	997,194	2,177,770	(2,095,976)	(260,655)	(1,263,319)	(2,899,143)	(1,635,824)	129.49%
Adjustment for Non-cash items (i.e. Depreciation)	603,513	588,024	603,513	-	603,513	588,023	(15,490)	-2.57%
Estimated Available Ending Net Assets	9,660,767	12,426,561	8,992,897	10,224,705	9,825,554	7,514,434	(2,311,120)	-23.52%
Capital Outlay	73,235	-	1,605,113	182,990	1,588,100	3,795,376	2,207,276	138.99%
Pumping	-	-	111,380	37,585	-	50,000	50,000	
Sewer Collection	-	-	1,493,733	145,405	1,588,100	1,109,688	(478,412)	-30.12%
Sewer Collection - Non Departmental	-	-	283,101	276,494	283,101	2,635,688		
Vehicles	73,235	-	-	-	-	-		

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Regional Sewer Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015 Change between FY 15 Draft Budget & FY 14 Forecast	FY 2014-2015 % Change
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request		
<u>Source of Funds</u>								
Physical Environment	7,554,445	5,231,267	4,649,167	4,955,140	4,649,167	5,227,528	578,361	12.44%
Renewal and Replacement contributions	-	298,526	298,524	82,414	82,414	500,001	417,587	506.69%
Miscellaneous Revenue	-	299,250	-	-	-	-	-	-
Interest & other Earnings	24,311	4,427	40,000	3,496	40,712	5,000	(35,712)	-87.72%
Transfers In	-	1,713,405	-	-	-	-	-	-
subtotal	7,578,756	7,546,875	4,987,691	5,041,050	4,772,293	5,732,529	960,236	20.12%
Use of Net Assets	-	5,533,109	1,442,948	-	1,624,855	229,679	(1,395,176)	
Total Sources of Funds	7,578,756	13,079,984	6,430,639	5,041,050	6,397,148	5,962,208	(434,940)	
<u>Use of Funds</u>								
Pumping	5,267,163	4,949,631	4,396,384	3,812,194	4,225,667	5,090,886	865,219	20.48%
Non-Department Other	972,468	5,616,865	4,800	689,778	693,941	2,311	(691,630)	-99.67%
Interfund Admin Services	339,643	338,389	338,389	281,991	338,389	156,035		
Transfers Out	-	1,713,405	-	-	-	-	-	-
Debt Payments- Principal	286,799	-	-	-	-	-	-	-
Debt Payments- Interest	32,413	28,718	-	-	-	-	-	-
Reserve for Renewal & Replacement	-	-	298,524	-	-	-	-	-
Capital Outlay	-	-	963,391	12,978	710,000	280,000	(430,000)	-60.56%
Depreciation	429,151	432,976	429,151	-	429,151	432,976	3,825	0.89%
subtotal	7,327,637	13,079,984	6,430,639	4,796,941	6,397,148	5,962,208	(434,940)	-6.80%
Reserve for future use	251,119	-	-	244,109	-	-	-	
Total Uses of Funds	7,578,756	13,079,984	6,430,639	5,041,050	6,397,148	5,962,208	(434,940)	
<u>Net Assets Analysis:</u>								
Actual Available Net Assets / Estimated	5,415,396	6,095,666	20,173,960	20,173,960	20,173,960	18,978,256	(1,195,704)	-5.93%
Investment in Joint Venture			(18,662,012)	(18,662,012)	(18,662,012)	(18,662,012)		
Reserve for future use/(Use of Net Assets)	251,119	(5,533,109)	(1,442,948)	244,109	(1,624,855)	(229,679)	1,395,176	-85.86%
Adjustment for Non-cash items (i.e. Depreciation)	429,151	432,976	429,151	-	429,151	432,976	3,825	100.00%
Estimated Available Ending Net Assets	6,095,666	995,533	498,151	1,756,057	316,244	519,541	203,297	64.28%
Capital Outlay	-	-	963,391	12,978	710,000	280,000	(430,000)	-60.56%
Pumping	-	-	963,391	12,978	710,000	280,000	(430,000)	-60.56%
<u>R&R Analysis:</u>								
Beginning balance			1,917,766		1,917,766	1,290,180		
Revenues			298,524		82,414	500,001		
Capital Outlay			(1,261,915)		(710,000)	(280,000)		
Ending Balance			<u>954,375</u>		<u>1,290,180</u>	<u>1,510,181</u>		

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Stormwater Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015 Change between FY 15 Draft Budget & FY 14 Forecast	FY 2014-2015 % Change
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)		Forecast	Budget Request	
Revenue Rate per ERU:			\$ 75.60	\$ 75.60		\$ 75.60		
<u>Source of Funds</u>								
Taxes	5,886	42,516	-	5,122	6,000	6,000	-	-
Physical Environment	1,931,032	1,821,675	2,107,000	1,804,984	1,841,750	1,915,751	74,001	4.02%
Interest & other Earnings	38,189	17,773	46,936	11,487	16,931	15,750	(1,181)	-6.98%
Misc. Revenue	18,630	30	-	114	104	-	(104)	-100.00%
Transfers In	-	-	66,370	66,370	66,370	200,000	133,630	
subtotal	1,929,192	1,881,994	2,220,306	1,893,516	1,936,655	2,137,501	200,846	10.37%
Use of Net Assets	449,168	-	2,390,826	-	242,780	-	(242,780)	
Total Sources of Funds	2,378,360	1,881,994	4,611,132	1,893,516	2,179,435	2,137,501	(41,934)	
<u>Use of Funds</u>								
Stormwater	1,705,813	902,601	1,287,618	743,104	962,881	1,081,070	118,189	12.27%
Non-Department Other	40,081	140,793	140,351	117,875	140,351	76,726	(63,625)	-45.33%
Contribution to General Fund	156,117	165,126	164,071	136,726	164,071	169,960	5,889	100.00%
Transfers Out	200,000	166,000	-	-	-	-	-	-
Transfers Out - to Master Plan Project Fund	-	-	2,106,960	(144,834)	-	-	-	100.00%
Capital Outlay	-	-	635,783	330,101	635,783	-	(635,783)	-100.00%
Depreciation	276,349	308,530	276,349	-	276,349	308,529	32,180	11.64%
subtotal	2,378,360	1,683,050	4,611,132	1,182,972	2,179,435	1,636,285	(543,150)	-24.92%
Reserve for future use	-	198,944	-	710,544	-	501,216	501,216	
Total Uses of Funds	2,378,360	1,881,994	4,611,132	1,893,516	2,179,435	2,137,501	(41,934)	
<u>Net Assets Analysis:</u>								
Actual Available Net Assets / Estimated	4,323,691	4,150,872	4,371,308	4,371,308	4,371,308	4,404,877	33,569	0.77%
Reserve for future use/(Use of Net Assets)	(449,168)	198,944	(2,390,826)	710,544	(242,780)	501,216	743,996	-306.45%
Adjustment for Non-cash items (i.e. Depreciation)	276,349	308,530	276,349	-	276,349	308,529		
Estimated Available Ending Net Assets	4,150,872	4,658,346	2,256,831	5,081,852	4,404,877	5,214,622	777,565	18.38%
Debt Payments- Principal								
Capital Outlay	-	-	635,783	330,101	635,783	-	(635,783)	-100.00%
* Stormwater	-	-	635,783	330,101	635,783	-	(635,783)	-100.00%
* Non-Departmental	-	-	-	-	-	-	-	

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Refuse Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
Revenue change assumptions								
Residential Rate per ERU:			\$ 245.86	\$ 245.86		\$ 245.86		
<u>Source of Funds</u>								
Taxes	6,146	71,125	5,150	9,203	6,710	71,124	64,414	959.97%
Franchise Fees	4,340	13,417	5,200	22,194	15,621	13,200	(2,421)	-15.50%
Physical Environment	-	-	-	-	-	-	-	-
Residential user fees	3,410,152	3,144,600	3,144,600	3,144,600	3,144,600	3,144,600	-	-
Commercial user fees	1,492,682	1,445,000	1,445,000	1,445,000	1,445,000	1,445,000	-	-
Other user fees	578,547	887,314	503,000	660,641	560,945	588,996	28,051	5.00%
Interest & other Earnings	50,156	15,724	11,500	15,827	10,225	10,000	(225)	-2.20%
Sale of Surplus Material	22,700	-	-	-	-	-	-	-
General Government	-	-	-	30	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-
subtotal	5,564,723	5,577,180	5,114,450	5,299,896	5,185,501	5,272,920	87,419	1.69%
Use of Net Assets	-	-	594,808	-	470,818	-	(470,818)	
Total Sources of Funds	5,564,723	5,577,180	5,709,258	5,299,896	5,656,319	5,272,920	(383,399)	
<u>Use of Funds</u>								
Refuse, Collection	(823)	4,893	-	7,456	6,826	-	(6,826)	-100.00%
Residential Collection	1,684,868	1,885,065	2,141,639	1,795,221	2,073,221	2,018,546	(64,675)	-2.64%
Commercial Collection	824,282	917,364	1,024,636	951,629	950,393	964,414	14,021	1.48%
Recycling	566,111	477,035	622,183	394,703	554,206	548,473	(5,733)	-1.03%
Rolloffs	438,807	330,308	429,132	299,916	386,796	433,892	47,096	12.18%
Non-Department Other	377,809	194,484	192,345	160,762	385,499	220,206	(165,293)	-42.88%
Contribution to General Fund	439,029	452,080	439,651	366,376	439,651	459,095	19,444	100.00%
Capital Outlay	-	-	24,245	24,244	24,300	-	(24,300)	-100.00%
Transfers Out (SWA Annual Assessment refund)	-	328,843	255,174	255,174	255,174	-	(255,174)	-100.00%
Debt Payments- Interest	17,356	812	-	-	-	-	-	-
Vehicle Replacement contribution	-	-	500,000	240,000	500,000	-	(500,000)	100.00%
Depreciation	80,253	162,383	80,253	-	80,253	162,383	82,130	102.34%
subtotal	4,427,692	4,753,267	5,709,258	4,495,481	5,656,319	4,807,009	(849,310)	-15.02%
Reserve for future use	1,137,031	823,913	-	804,415	-	465,911	465,911	
Total Uses of Funds	5,564,723	5,577,180	5,709,258	5,299,896	5,656,319	5,272,920	(383,399)	
Net Assets Analysis:								
Actual Available Net Assets / Estimated	652,711	1,869,995	2,958,531	2,958,531	2,958,531	2,567,966	(390,565)	-13.20%
Reserve for future use/(Use of Net Assets)	1,137,031	823,913	(594,808)	804,415	(470,818)	465,911	936,729	-198.96%
Adjustment for Non-cash items (i.e. Depreciation)	80,253	162,383	80,253	-	80,253	162,383	82,130	100.00%
Estimated Available Ending Net Assets	1,869,995	2,856,291	2,443,976	3,762,946	2,567,966	3,196,260	628,294	24.47%
Capital Outlay	-	-	274,245	264,244	274,300	-	(274,300)	(1)
Residential	-	-	24,245	24,244	24,300	-	(24,300)	(1)
Vehicle replacement	-	-	250,000	240,000	250,000	-	-	-
Commercial	-	-	-	-	-	-	-	-

City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft
Information Technology Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015 Change between FY 15 Draft Budget & FY 14 Forecast	FY 2014-2015 % Change
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request		
<u>Source of Funds</u>								
General Government	1,541,343	1,431,512	1,465,338	1,206,616	1,465,338	1,162,572	(302,766)	-20.66%
Other Miscellaneous Rev	347	-	-	373	-	-	-	-
Capital Contributions	-	3,440	31,500	31,500	23,250	10,800	(12,450)	-53.55%
Transfer In	-	-	8,510	8,510	-	-	-	-
subtotal	1,541,690	1,434,952	1,505,348	1,246,999	1,488,588	1,173,372	(315,216)	-21.18%
Use of Net Assets	-	-	301,476	-	205,896	656,018	450,122	
Total Sources of Funds	1,541,690	1,434,952	1,806,824	1,246,999	1,694,484	1,829,390	134,906	
<u>Use of Funds</u>								
Technical	1,046,380	1,039,591	1,325,283	910,915	1,226,503	1,285,103	58,600	4.78%
Capital	-	-	393,715	109,420	380,155	431,000	50,845	13.37%
Depreciation	87,827	113,288	87,826	-	87,826	113,287	25,461	28.99%
subtotal	1,134,207	1,152,879	1,806,824	1,020,335	1,694,484	1,829,390	134,906	7.96%
Reserve for future use	407,483	282,073	-	226,664	-	-	-	
Total Uses of Funds	1,541,690	1,434,952	1,806,824	1,246,999	1,694,484	1,829,390	134,906	
<u>Net Assets Analysis:</u>								
Actual Available Net Assets / Estimated	90,428	585,738	799,539	799,539	799,539	681,469	(118,070)	-14.77%
Reserve for future use/(Use of Net Assets)	407,483	282,073	(301,476)	226,664	(205,896)	(656,018)	(450,122)	218.62%
Adjustment for Non-cash items (i.e. Depreciation)	87,827	113,288	87,826	-	87,826	113,287	25,461	100.00%
								-
Estimated Available Ending Net Assets	585,738	981,099	585,889	1,026,203	681,469	138,738	(542,731)	-79.64%

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Self Insurance Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015 Change between FY 15 Draft Budget & FY 14 Forecast	FY 2014-2015 % Change
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Forecast	% Change
<u>Source of Funds</u>								
General Government	1,182,863	1,937,067	1,742,360	1,451,967	1,742,360	2,107,320	364,960	20.95%
Interest & Other Earnings	46,395	18,371	35,000	6,073	20,750	35,000	14,250	68.67%
Other Miscellaneous Revenue	220,169	54,157	-	57,859	58,283	838,833	780,550	1339.24%
Advance reimbursement	-	-	83,333	-	83,333	83,333	-	-
Transfers	-	-	-	-	-	800,000	800,000	#DIV/0!
subtotal	1,449,427	2,009,595	1,860,693	1,515,899	1,904,726	3,864,486	1,959,760	1
Use of Net Assets	901,827	1,538,598	7,975,505	60,691	7,896,520	7,975,505	78,985	0
Total Sources of Funds	2,351,254	3,548,193	9,836,198	1,576,590	9,801,246	11,839,991	2,038,745	0
<u>Use of Funds</u>								
Property & Liability	1,029,829	1,320,234	1,458,798	1,222,092	1,454,359	1,605,722	151,363	0
Worker's Compensation	393,886	353,152	545,581	343,323	508,075	519,123	11,048	0
Non-Departmental	4,152	1,866,207	4,152	2,665	4,152	3,000	(1,152)	(0)
Contingencies / Reserves	-	-	7,819,157	-	7,834,660	9,712,146	1,877,486	0
Transfers Out	923,387	8,600	8,510	8,510	-	-	-	-
subtotal	2,351,254	3,548,193	9,836,198	1,576,590	9,801,246	11,839,991	2,038,745	0
Reserve for future use	-	-	-	-	-	-	-	-
Total Uses of Funds	2,351,254	3,548,193	9,836,198	1,576,590	9,801,246	11,839,991	2,038,745	0
<u>Net Assets Analysis:</u>								
Actual Available Net Assets / Estimated	5,222,012	7,514,103	7,975,505	7,975,505	7,975,505	7,975,505	-	
Reserve for future use/(Use of Net Assets)	(901,827)	(1,538,598)	(156,348)	(60,691)	(61,860)	1,736,641	1,798,501	
Transfers in - General Fund	5,193,918	-	-	-	-	-	-	
Advance to Casino Building Project	(2,000,000)	(2,000,000)	(1,916,667)	-	(1,916,667)	(1,833,333)	83,333	
Reserves	(7,514,103)	(7,975,505)	(5,902,490)	-	(5,917,993)	(7,878,813)	(1,960,819)	
Estimated Available Ending Net Assets	-	(4,000,000)	-	7,914,814	78,985	-	(78,985)	
<u>Schedule of Reserves:</u>								
Catastrophe Reserve	5,193,918	5,193,918	5,168,918	-	5,168,918	5,168,918	-	
Reserve for Estimated Losses for Worker Compensation	1,423,000	1,423,000	1,551,000	-	1,551,000	1,551,000	-	
Reserve for Identified Claims	-	-	-	-	-	442,948	-	
Reserve for Estimated Incurred But Not Reported Claims	-	-	-	-	-	393,385	-	
Reserve for Estimated Losses for Auto Liability	855,000	855,000	888,000	-	888,000	888,000	-	
Reserve for Estimated Losses for Building Deductibles *	42,185	503,587	(1,705,428)	-	(1,689,925)	(565,438)	1,124,486	
	7,514,103	7,975,505	5,902,490	-	5,917,993	7,878,813	1,960,819	

* deficit reserves are related to the cash advance to Beach Fund

City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft
Fleet Management Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015 Change between FY 15 Draft Budget & FY 14 Forecast	FY 2014-2015 % Change
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request		
<u>Source of Funds</u>								
General Government	820,498	879,256	872,700	693,227	872,700	819,800	(52,900)	-6.06%
Miscellaneous Revenue	109,515	21,540	-	17,002	-	-	-	-
Non-Operating Sources	499,951	89,970	775,000	724,665	775,000	970,000	195,000	25.16%
subtotal	1,429,964	990,766	1,647,700	1,434,894	1,647,700	1,789,800	142,100	8.62%
Use of Net Assets	-	-	123,511	-	131,826	367,000	235,174	
Total Sources of Funds	1,429,964	990,766	1,771,211	1,434,894	1,779,526	2,156,800	377,274	
<u>Use of Funds</u>								
Garage Maintenance	543,002	604,096	719,704	529,611	728,019	698,319	(29,700)	-4.08%
Depreciation	117,126	211,581	117,125	-	117,125	211,581	94,456	80.65%
Capital	-	-	875,000	-	875,000	1,070,000	195,000	22.29%
Reserve for Future Capital Expenditures	-	-	59,382	-	59,382	176,900	117,518	197.90%
subtotal	660,128	815,677	1,771,211	529,611	1,779,526	2,156,800	377,274	21.20%
Reserve for future use	769,836	175,089	-	905,283	-	-	-	
Total Uses of Funds	1,429,964	990,766	1,771,211	1,434,894	1,779,526	2,156,800	377,274	
<u>Net Assets Analysis:</u>								
Actual Available Net Assets / Estimated	53,262	654,624	910,551	910,551	910,551	710,250	(200,301)	-22.00%
Adjustment for Non-cash items (i.e. Depreciation)	117,126	211,581	117,125	-	117,125	211,581		
PY Reserve for Future Capital Expenditures	(285,600)	(285,600)	(285,600)	(285,600)	(185,600)	(548,921)	(363,321)	195.75%
Reserve for future use/(Use of Net Assets)	769,836	175,089	(123,511)	905,283	(131,826)	(367,000)	(235,174)	178.40%
Estimated Available Ending Net Assets	654,624	755,694	618,565	1,530,234	710,250	5,910	(798,796)	-99.17%

**City of Lake Worth
Proposed FY 2015 Budget- 2nd Draft**

Employee Benefits Fund

	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015 Change between FY 15 Draft Budget & FY 14 Forecast	FY 2014-2015 % Change
	Actuals	Actuals	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request		
<u>Source of Funds</u>								
General Government	7,084,836	7,167,054	7,944,689	6,734,368	8,112,153	7,697,880	(414,273)	-5.11%
Interest & Other Earnings							-	-
Shared Revenue Local Units	20,264	22,525	20,000	20,770	20,000	22,524	2,524	12.62%
Other Miscellaneous Revenue	11,851	972	-	3,585	-	-	-	-
subtotal	7,116,951	7,190,551	7,964,689	6,758,723	8,132,153	7,720,404	(411,749)	-5.06%
Use of Net Assets	-	-	255,031	-	138,433	471,239	332,806	
Total Sources of Funds	7,116,951	7,190,551	8,219,720	6,758,723	8,270,586	8,191,643	(78,943)	
<u>Use of Funds</u>								
Benefits	6,107,755	6,945,539	8,219,720	6,718,430	8,270,586	8,191,643	(78,943)	-0.95%
subtotal	6,107,755	6,945,539	8,219,720	6,718,430	8,270,586	8,191,643	(78,943)	-0.95%
Reserve for future use	1,009,196	245,012	-	40,293	-	-	-	
Total Uses of Funds	7,116,951	7,190,551	8,219,720	6,758,723	8,270,586	8,191,643	(157,886)	
<u>Net Assets Analysis:</u>								
Actual Available Fund Balance / Estimated Reserve for future use/(Use of Net Assets)	-	1,009,196	1,254,209	1,254,209	1,254,209	1,115,776	(138,433)	-11.04%
	1,009,196	245,012	(255,031)	40,293	(138,433)	(471,239)	(332,806)	240.41%
Estimated Available Ending Net Assets	1,009,196	1,254,208	999,178	1,294,502	1,115,776	644,537	(471,239)	-42.23%

CITY-WIDE REVENUE BUDGET BY FUND

Fund Category	FY 2011-2012 Actuals	FY 2012-2013 Actuals	FY 2013-2014 Amended Budget	FY 2013-2014 Projection	FY 2014-2015 Draft Budget	(+/-) Increase / Decrease
General Fund	\$29,365,976	\$28,962,675	\$29,533,370	\$29,235,457	\$30,059,616	824,159
Total General Fund	\$29,365,976	\$28,962,675	\$29,533,370	\$29,235,457	\$30,059,616	824,159
Special Revenue Funds						
Building Permit Fund	743,822	1,230,190	649,085	649,085	687,685	38,600
Beach Fund	870,132	1,758,902	1,990,010	2,503,359	2,574,229	70,870
Parking Improvement Fund	5	3	-	100	-	(100)
Road Improvement Fund	485,149	568,670	368,000	472,328	324,200	(148,128)
Code Remediation Fund	42,352	106,175	202,411	202,411	-	(202,411)
Housing Initiative	70,142	-	-	-	-	-
Grant Fund	1,541,816	805,778	2,387,868	1,091,098	491,916	(599,182)
Tree Beautification Fund	-	1,425	1,000	1,000	1,425	425
Utility Conservation Fund	664,754	1,621	-	-	-	-
Golf Course	1,174,479	2,836,592	1,431,398	1,379,916	1,139,805	(240,111)
Simpkin Trust	2,539	973	1,000	1,000	800	(200)
Library Trust Fund	12,130	5,159	1,800	2,700	2,100	(600)
Criminal Justice	6,437	7,122	6,000	6,000	5,000	(1,000)
Haitian Relief Fund	1,271	160	-	-	-	-
State Forfeiture Fund	12,528	6,422	-	4,030	150	(3,880)
Total Special Revenue Funds	5,627,556	7,329,192	7,038,572	6,313,027	5,227,310	(1,085,717)
Capital Projects Funds						
Capital Projects Fund	1,949,052	275,956	289,636	289,636	83,000	(206,636)
Beach Redevelopment	2,950,517	1,954,480	-	500,000	-	(500,000)
Park of Commerce	-	-	700,000	700,000	3,350,000	2,650,000
Master Infrastructure	-	1,147,500	18,025,729	-	-	-
Casino Fund	95,597	-	-	-	-	-
Total Capital Projects Funds	4,995,166	3,377,936	19,015,365	1,489,636	3,433,000	1,943,364
Enterprise Funds						
Electric Fund	56,064,952	51,723,413	52,761,634	53,446,607	52,196,403	(1,250,204)
Water Fund	12,035,601	11,872,894	13,801,305	13,081,238	13,246,041	164,803
Local Sewer Fund	7,773,364	11,332,845	6,430,936	7,150,912	7,256,907	105,995
Regional Sewer	7,578,756	7,546,875	4,987,691	4,772,293	5,732,529	960,236
Stormwater Utility Fund	1,929,192	1,881,994	2,220,306	1,936,655	2,137,501	200,846
Refuse, Collection & Disp	5,564,723	5,577,180	5,114,450	5,185,501	5,272,920	87,419
Total Enterprise Funds	90,946,588	89,935,201	85,316,322	85,573,206	85,842,301	269,095
Internal Service Funds						
Information Technology	1,541,690	1,434,952	1,505,348	1,488,588	1,173,372	(315,216)
Self Insurance Fund	1,449,427	2,009,595	1,860,693	1,904,726	3,864,486	1,959,760
City Garage Fund	1,429,964	990,766	1,647,700	1,647,700	1,789,800	142,100
Employee Benefits	7,116,951	7,190,551	7,964,689	8,132,153	7,720,404	(411,749)
Total Internal Service Funds	11,538,032	11,625,864	12,978,430	13,173,167	14,548,062	1,374,895
City-Wide Reserve for Future Use						
Total All Funds	\$142,473,318	\$141,230,868	\$153,882,059	\$135,784,493	\$139,110,289	3,325,796

CITY-WIDE EXPENDITURE BUDGET BY FUND

Fund Category	FY 2011-2012 Actuals	FY 2012-2013 Actuals	FY 2013-2014 Amended Budget	FY 2013-2014 Projection	FY 2014-2015 Draft Budget	(+/-) Increase / Decrease
General Fund	\$27,914,214	\$29,934,025	\$30,483,545	\$29,719,582	\$30,324,160	604,578
Total General Fund	\$27,914,214	\$29,934,025	\$30,483,545	\$29,719,582	\$30,324,160	604,578
Special Revenue Funds						
Building Permit Fund	512,858	529,036	601,342	657,959	1,220,915	562,956
Beach Fund	1,113,618	1,777,497	2,430,583	2,262,056	2,482,069	220,013
Parking Improvement Fund	1	84,201	67,998	20	66,380	66,360
Code Remediation Fund	379,671	96,404	318,825	167,000	302,134	135,134
Housing Initiative	60,680	195	-	-	-	-
Road Improvement Fund	535,563	824,399	1,166,267	545,740	1,024,004	478,264
Grant Fund	1,816,816	765,047	2,607,639	1,310,869	491,916	(818,953)
Tree Beautification Fund	1,550	1,893	1,000	1,000	1,893	893
Utility Conservation Fund	658,131	322,568	735,379	133,091	684,122	551,031
Golf Course	1,281,982	1,061,915	1,222,848	1,161,397	1,076,052	(85,345)
Simpkin Trust	104,399	110,327	63,528	63,528	82,100	18,572
Library Trust Fund	117	110,059	53,117	53,117	-	(53,117)
Criminal Justice	-	-	45,020	45,020	6,122	(38,898)
Incentive fund	-	8,035	8,435	-	-	-
State Forfeiture Fund	25	4,553	47,197	5,025	50,021	44,996
Donations/Special Trust Funds	33,630	80,048	-	-	-	-
Total Special Revenue Funds	6,499,041	5,776,177	9,369,178	6,405,822	7,487,728	1,081,906
Dept Service Fund						
GO Bond 1995	250,206	-	-	-	-	-
Total Debt Service Fund	250,206	-	-	-	-	-
Capital Projects Funds						
Capital Projects Fund	859,058	1,258,189	3,359,662	1,751,922	1,719,656	(32,266)
Beach Redevelopment	2,839,899	2,792,367	1,332,540	1,332,540	-	(1,332,540)
Park of Commerce	-	-	700,000	700,000	3,350,000	2,650,000
Master Infrastructure	-	158	18,025,729	306,982	-	(306,982)
Casino Fund	4,585,441	-	183,925	183,925	-	(183,925)
Total Capital Projects Funds	8,284,398	4,050,714	23,601,856	4,275,369	5,069,656	794,287
Enterprise Funds						
Electric Fund	59,111,164	58,776,446	66,074,152	55,554,211	62,545,304	6,991,093
Water Fund	13,081,545	14,682,941	19,207,381	17,280,963	15,224,311	(2,056,652)
Local Sewer Fund	6,776,170	9,155,075	8,526,912	8,414,231	10,156,050	1,741,819
Regional Sewer	7,327,637	13,079,984	6,430,639	6,397,148	5,962,208	(434,940)
Stormwater Utility Fund	2,378,360	1,683,050	4,611,132	2,179,435	1,636,285	(543,150)
Refuse, Collection & Disp	4,427,692	4,753,267	5,709,258	5,656,319	4,807,009	(849,310)
Total Enterprise Funds	93,102,568	102,130,763	110,559,474	95,482,307	100,331,167	4,848,860
Internal Service Funds						
Information Technology	1,134,207	1,152,879	1,806,824	1,694,484	1,829,390	134,906
Self Insurance Fund	2,351,254	3,548,193	9,836,198	9,801,246	11,839,991	2,038,745
City Garage Fund	660,128	815,677	1,771,211	1,779,526	2,156,800	377,274
Employee Benefits	6,107,755	6,945,539	8,219,720	8,270,586	8,191,643	(78,943)
Total Internal Service Funds	10,253,344	12,462,288	21,633,953	21,545,842	24,017,824	2,471,982
City-Wide Reserve for Future Use						
Total All Funds	\$146,303,771	\$154,353,967	\$195,648,006	\$157,428,922	\$167,230,535	\$18,521,320

City of Lake Worth
Proposed FY2015 Budget - 2nd Draft
General Fund Sources of Funds

GENERAL FUND	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Actuals	Actual	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
AD VALOREM TAXES								
Current	\$ 5,040,783	\$ 4,776,945	\$ 5,105,833	\$ 5,002,382	\$ 5,105,833	\$ 5,512,502	\$ 406,669	7.96%
CRA	\$ 687,355	\$ 651,402	\$ 622,290	\$ 682,143	\$ 622,290	\$ 743,192	\$ 120,902	19.43%
Delinquent	\$ 131,369	\$ 198,035	\$ 55,000	\$ 47,327	\$ 55,000	\$ 55,000	\$ -	-
Interest - Delinquent	\$ 19,625	\$ 19,743	\$ 5,000	\$ 7,137	\$ 5,000	\$ 5,000	\$ -	-
TOTAL AD VALOREM TAXES	\$ 5,879,132	\$ 5,646,125	\$ 5,788,123	\$ 5,738,989	\$ 5,788,123	\$ 6,315,694	\$ 527,571	9.11%
SALES, USE & FUEL TAX								
Gas Tax	\$ 814,245	\$ 808,215	\$ 813,000	\$ 636,768	\$ 764,121	\$ 840,000	\$ 75,879	9.93%
TOTAL SALES, USE & FUEL TAX	\$ 814,245	\$ 808,215	\$ 813,000	\$ 636,768	\$ 764,121	\$ 840,000	\$ 75,879	9.93%
FRANCHISE TAXES								
Gas	\$ 28,108	\$ 36,180	\$ 31,600	\$ -	\$ -	\$ 31,600	\$ 31,600	#DIV/0!
Refuse	\$ 14,728	\$ 17,888	\$ 10,000	\$ 29,589	\$ 35,506	\$ 10,000	\$ (25,506)	-71.84%
TOTAL FRANCHISE TAXES	\$ 42,836	\$ 54,068	\$ 41,600	\$ 29,589	\$ 35,506	\$ 41,600	\$ 6,094	17.16%
UTILITY SERVICE TAXES								
Electricity	\$ 2,072,100	\$ 1,896,128	\$ 2,084,000	\$ 1,725,195	\$ 2,117,551	\$ 2,084,000	\$ (33,551)	-1.58%
Telecommunications	\$ 1,200,470	\$ 1,139,977	\$ 1,129,000	\$ 640,493	\$ 960,740	\$ 950,000	\$ (10,740)	-1.12%
Water	\$ 868,585	\$ 845,373	\$ 890,000	\$ 753,310	\$ 903,972	\$ 890,000	\$ (13,972)	-1.55%
Gas	\$ 130,051	\$ 121,303	\$ 140,000	\$ 85,861	\$ 114,481	\$ 100,000	\$ (14,481)	-12.65%
Propane	\$ 10,051	\$ 10,477	\$ 16,000	\$ 14,263	\$ 19,017	\$ 16,000	\$ (3,017)	-15.86%
TOTAL UTILITY SERVICE TAXES	\$ 4,281,257	\$ 4,013,258	\$ 4,259,000	\$ 3,219,122	\$ 4,115,761	\$ 4,040,000	\$ (75,761)	-1.84%
BUSINESS LICENSE								
General	\$ 432,002	\$ 432,979	\$ 560,000	\$ 370,909	\$ 445,000	\$ 550,000	\$ 105,000	23.60%
Certificate of Use Fee	\$ 62,084	\$ 144,736	\$ 100,000	\$ 88,787	\$ 106,544	\$ 175,000	\$ 68,456	64.25%
TOTAL BUSINESS LICENSE	\$ 494,086	\$ 577,715	\$ 660,000	\$ 459,696	\$ 551,544	\$ 725,000	\$ 173,456	31.45%
PERMITS & FEES								
Public Services	\$ -	\$ -	\$ -	\$ 10,997	\$ 13,196	\$ 10,000	\$ (3,196)	-24.22%
Re-inspection Fee	\$ -	\$ -	\$ 10,000	\$ 17	\$ 20	\$ 1,000	\$ 980	4900.00%
Public Services	\$ -	\$ -	\$ -	\$ 230	\$ 276	\$ -	\$ (276)	-100.00%
Public Services	\$ 7,250	\$ 10,478	\$ 3,000	\$ 1,550	\$ 1,860	\$ 3,000	\$ 1,140	61.29%
Site Plan Review Fee	\$ -	\$ -	\$ -	\$ 945	\$ 1,134	\$ -	\$ (1,134)	-100.00%
Community Development	\$ 11,021	\$ 10,500	\$ 50,000	\$ 75	\$ 90	\$ 20,000	\$ 19,910	22122.22%
Foreclosure Registry Fees	\$ 58,200	\$ 79,499	\$ 75,000	\$ 81,000	\$ 97,200	\$ 95,000	\$ (2,200)	-2.26%
Public Services	\$ -	\$ -	\$ -	\$ 1,220	\$ 1,464	\$ -	\$ (1,464)	-100.00%
TOTAL PERMITS & FEES	\$ 76,471	\$ 100,477	\$ 138,000	\$ 96,034	\$ 115,240	\$ 129,000	\$ 13,760	11.94%
STATE SHARED REVENUE								
Vehicle Rebate	\$ 27,541	\$ 23,092	\$ 12,500	\$ 15,971	\$ 14,000	\$ 14,000	\$ -	-
Mobile Home Licenses	\$ 46,262	\$ 40,194	\$ 45,000	\$ 41,457	\$ 45,000	\$ 45,000	\$ -	-
Alcoholic Beverages Licens	\$ 40,773	\$ 44,930	\$ 38,000	\$ 40,458	\$ 38,000	\$ 38,000	\$ -	-
Fire Ins Prem Tax	\$ 370,107	\$ 282,462	\$ 350,000	\$ -	\$ 350,000	\$ 350,000	\$ -	-
Police Ins Prem Tax	\$ 356,924	\$ 407,529	\$ 450,000	\$ -	\$ 450,000	\$ 450,000	\$ -	-
Entitlement	\$ 1,245,229	\$ 1,262,112	\$ 1,293,000	\$ 1,038,847	\$ 1,240,000	\$ 1,390,000	\$ 150,000	12.10%
Half Cent Sales Taxes	\$ 2,287,643	\$ 2,412,382	\$ 2,469,000	\$ 1,784,675	\$ 2,469,000	\$ 2,716,800	\$ 247,800	10.04%
Fire Supplemental Comp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL STATE SHARED REVENUE	\$ 4,374,479	\$ 4,472,701	\$ 4,657,500	\$ 2,921,408	\$ 4,606,000	\$ 5,003,800	\$ 397,800	8.64%
SHARED REVENUE- LOCAL UNITS								
County Contributions	\$ 666,955	\$ 570,660	\$ 711,267	\$ 595,178	\$ 711,267	\$ 711,200	\$ (67)	-0.01%
Division II Contributions	\$ -	\$ 325,955	\$ 319,976	\$ -	\$ 319,976	\$ 311,225	\$ (8,751)	-2.73%
TOTAL SHARED REVENUE- LOCAL UNITS	\$ 666,955	\$ 896,615	\$ 1,031,243	\$ 595,178	\$ 1,031,243	\$ 1,022,425	\$ (8,818)	-0.86%
GENERAL GOVERNMENT SERVICE								
Public Services	\$ -	\$ -	\$ -	\$ 25	\$ 30	\$ -	\$ (30)	-100.00%
Code	\$ 82,918	\$ 67,502	\$ 90,000	\$ 84,903	\$ 101,883	\$ 110,000	\$ 8,117	7.97%
Other	\$ 969	\$ 853	\$ 480	\$ 602	\$ 722	\$ 600	\$ (122)	-16.90%
Zoning Fees	\$ 33,300	\$ 39,488	\$ 35,000	\$ 73,897	\$ 88,676	\$ 65,000	\$ (23,676)	-26.70%
Planning Fees	\$ -	\$ 6,525	\$ 30,000	\$ 27,100	\$ 32,520	\$ 35,000	\$ 2,480	7.63%
Historic Preservation Fee	\$ 350	\$ 2,550	\$ 10,000	\$ 15,887	\$ 19,064	\$ 25,000	\$ 5,936	31.14%
Mapping Fees	\$ -	\$ -	\$ 500	\$ 560	\$ 672	\$ 500	\$ (172)	-25.60%

City of Lake Worth
Proposed FY2015 Budget - 2nd Draft
General Fund Sources of Funds

GENERAL FUND	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Actuals	Actual	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
Business License Review-P	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	#DIV/0!
Sale of Maps/Publication	\$ 8,107	\$ 440	\$ 10	\$ -	\$ -	\$ 10	\$ 10	#DIV/0!
Certification/Records	\$ 90,010	\$ 131,250	\$ 75,000	\$ 111,800	\$ 134,160	\$ 125,000	\$ (9,160)	-6.83%
Photocopies	\$ 2,926	\$ 807	\$ 800	\$ 363	\$ 435	\$ 800	\$ 365	83.91%
Reimbursements	\$ 889	\$ 826	\$ 800	\$ 291	\$ 349	\$ 800	\$ 451	129.23%
NSF and Bank Charges	\$ 65	\$ 205	\$ 200	\$ 195	\$ 234	\$ 200	\$ (34)	-14.53%
Miscellaneous	\$ (121)	\$ 12	\$ 2,000	\$ -	\$ -	\$ 100	\$ 100	#DIV/0!
TOTAL GENERAL GOVERNMENT SERVICE	\$ 219,413	\$ 250,458	\$ 244,790	\$ 315,623	\$ 378,745	\$ 383,010	\$ 4,265	1.13%
PUBLIC SAFETY								
False Alarms	\$ 47,700	\$ 60,386	\$ 45,000	\$ 46,575	\$ 55,890	\$ 45,000	\$ (10,890)	-19.48%
Use & Occ Inspection	\$ 193,854	\$ 304,788	\$ 350,000	\$ 217,598	\$ 261,117	\$ 225,000	\$ (36,117)	-13.83%
TOTAL PUBLIC SAFETY	\$ 241,554	\$ 365,174	\$ 395,000	\$ 264,173	\$ 317,007	\$ 270,000	\$ (47,007)	-14.83%
PHYSICAL ENVIRONMENT								
Water outside Surcharge	\$ 489,790	\$ 474,216	\$ 480,000	\$ 420,837	\$ 505,004	\$ 480,000	\$ (25,004)	-4.95%
Sewer Outside Charge	\$ 185,084	\$ 180,077	\$ 160,000	\$ 138,924	\$ 166,708	\$ 160,000	\$ (6,708)	-4.02%
Cemetery Fees	\$ 25,250	\$ 22,200	\$ 20,000	\$ 12,295	\$ 14,754	\$ 20,000	\$ 5,246	35.56%
TOTAL PHYSICAL ENVIRONMENT	\$ 700,124	\$ 676,493	\$ 660,000	\$ 572,056	\$ 686,466	\$ 660,000	\$ (26,466)	-3.86%
TRANSPORTATION								
Parking Meters	\$ -	\$ 7,216	\$ -	\$ -	\$ -	\$ -	\$ -	-
Parking Meters-Taxable	\$ -	\$ 9,354	\$ -	\$ -	\$ -	\$ -	\$ -	-
Parking Permits	\$ -	\$ -	\$ -	\$ 4,205	\$ 5,046	\$ 3,000	\$ (2,046)	-40.55%
Boat Launch	\$ 4,582	\$ 9,947	\$ 15,000	\$ 10,539	\$ 12,646	\$ 11,000	\$ (1,646)	-13.02%
Boat Launch taxable	\$ 5,970	\$ 12,959	\$ 18,000	\$ 13,731	\$ 16,477	\$ 15,000	\$ (1,477)	-8.96%
Parking Lot Rental Tax Ex	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,800	\$ -	\$ (1,800)	-100.00%
TOTAL TRANSPORTATION	\$ 10,552	\$ 39,476	\$ 33,000	\$ 29,975	\$ 35,969	\$ 29,000	\$ (6,969)	-19.38%
CULTURE-RECREATION								
Library Fees	\$ 1,589	\$ 1,337	\$ 2,000	\$ 1,192	\$ 1,430	\$ 1,500	\$ 70	4.90%
Staff Time	\$ 36	\$ -	\$ 40	\$ -	\$ -	\$ -	\$ -	-
Rentals	\$ 7,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Summer Camp	\$ 22,940	\$ 25,980	\$ 16,000	\$ 8,610	\$ 10,332	\$ 13,500	\$ 3,168	30.66%
Sports Program	\$ 28,676	\$ 19,751	\$ 44,900	\$ 15,515	\$ 18,618	\$ 26,478	\$ 7,860	42.22%
Event Tenant Liab Ins	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750	\$ 750	#DIV/0!
Event Liab Ins Tax Exempt	\$ -	\$ 270	\$ -	\$ -	\$ -	\$ -	\$ -	-
Veteran's Day Parade	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	#DIV/0!
Holiday Celebration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ 4,000	#DIV/0!
4th of July Celebration	\$ -	\$ -	\$ -	\$ 22,132	\$ 26,558	\$ 15,000	\$ (11,558)	-43.52%
Evenings on the Avenue	\$ -	\$ -	\$ -	\$ 693	\$ 831	\$ 40,720	\$ 39,889	4800.12%
Latin Music Festival	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Art Festival	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ 7,000	#DIV/0!
Park Rental	\$ 50,040	\$ 17,687	\$ 46,000	\$ 18,173	\$ 21,807	\$ 39,000	\$ 17,193	78.84%
Osbourne Center Rental	\$ 13,601	\$ 20,351	\$ 24,000	\$ 11,525	\$ 13,830	\$ 15,000	\$ 1,170	8.46%
Tax Exempt Sales	\$ 5,993	\$ 28,836	\$ -	\$ 28,500	\$ 34,200	\$ 25,000	\$ (9,200)	-26.90%
TOTAL CULTURE-RECREATION	\$ 130,725	\$ 114,212	\$ 132,940	\$ 106,340	\$ 127,606	\$ 190,948	\$ 63,342	49.64%
FINES & FORFEITURES								
Fines	\$ 63,930	\$ 60,759	\$ 65,000	\$ 49,419	\$ 59,302	\$ 50,000	\$ (9,302)	-15.69%
Library Fines	\$ 8,275	\$ 8,189	\$ 7,000	\$ 7,300	\$ 8,760	\$ 7,000	\$ (1,760)	-20.09%
TOTAL FINES & FORFEITURES	\$ 72,205	\$ 68,948	\$ 72,000	\$ 56,719	\$ 68,062	\$ 57,000	\$ (11,062)	-16.25%
VIOLATIONS-LOCAL ORDINANCE								
Parking Fines	\$ 3,426	\$ 1,291	\$ 5,500	\$ 27,878	\$ 33,453	\$ 500	\$ (32,953)	-98.51%
Code	\$ 173,527	\$ 79,076	\$ 200,000	\$ 247,948	\$ 297,537	\$ 225,000	\$ (72,537)	-24.38%
Citations	\$ 3,200	\$ 750	\$ 5,000	\$ 2,625	\$ 3,150	\$ 30,000	\$ 26,850	852.38%
Noise Fines	\$ -	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	-
Late Fees	\$ 1,500	\$ 100	\$ 1,000	\$ -	\$ -	\$ 100	\$ 100	#DIV/0!
Violations - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL VIOLATIONS-LOCAL ORDINANCE	\$ 181,653	\$ 81,467	\$ 211,500	\$ 278,451	\$ 334,140	\$ 255,600	\$ (78,540)	-23.51%

City of Lake Worth
Proposed FY2015 Budget - 2nd Draft
General Fund Sources of Funds

GENERAL FUND	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Actuals	Actual	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
INTEREST EARNINGS								
Investments	\$ 38,648	\$ 25,980	\$ 60,900	\$ 28,261	\$ 33,913	\$ 20,000	\$ (13,913)	-41.03%
Tax Collections	\$ 3,442	\$ -	\$ -	\$ 116	\$ 139	\$ -	\$ (139)	-100.00%
Miscellaneous	\$ 25,979	\$ 19,543	\$ 19,200	\$ 21,529	\$ 25,834	\$ 19,200	\$ (6,634)	-25.68%
Unrealized Gain/(Loss)	\$ (20,901)	\$ (16,211)	\$ (19,100)	\$ (20,145)	\$ (24,174)	\$ (19,000)	\$ 5,174	-21.40%
Realized Gain/(Loss)	\$ (1,320)	\$ (622)	\$ -	\$ (1,401)	\$ (1,681)	\$ (200)	\$ 1,481	-88.10%
TOTAL INTEREST EARNINGS	\$ 45,848	\$ 28,690	\$ 61,000	\$ 28,360	\$ 34,031	\$ 20,000	\$ (14,031)	-41.23%
RENTS & ROYALTIES								
Leased Properties	\$ (1,694)	\$ 9,377	\$ 18,300	\$ -	\$ -	\$ -	\$ -	-
Leased Properties	\$ -	\$ 10,410	\$ -	\$ 16,206	\$ 19,400	\$ 19,400	\$ -	-
Miscellaneous	\$ 2,505	\$ 3,087	\$ 3,000	\$ 2,059	\$ 2,400	\$ 3,000	\$ 600	25.00%
TOTAL RENTS & ROYALTIES	\$ 811	\$ 22,874	\$ 21,300	\$ 18,265	\$ 21,800	\$ 22,400	\$ 600	2.75%
SALE OF ASSETS								
Furniture & Equipment	\$ 104,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL SALE OF ASSETS	\$ 104,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
DONATIONS								
Donations	\$ 1,009	\$ 4,665	\$ -	\$ 448	\$ 448	\$ -	\$ (448)	-100.00%
TOTAL DONATIONS	\$ 1,009	\$ 4,665	\$ -	\$ 448	\$ 448	\$ -	\$ (448)	-100.00%
OTHER MISC REVENUE								
Disp of Fixed Assets	\$ -	\$ -	\$ -	\$ 24,260	\$ 24,260	\$ -	\$ (24,260)	-100.00%
Settlements	\$ -	\$ 89	\$ -	\$ 11,786	\$ 11,786	\$ 341,592	\$ 329,806	2798.29%
Other	\$ 92,568	\$ 159,311	\$ 10,000	\$ 10,258	\$ 10,258	\$ 10,000	\$ (258)	-2.52%
Taxable	\$ -	\$ 9,894	\$ -	\$ 57	\$ 57	\$ 100	\$ 43	75.44%
TOTAL OTHER MISC REVENUE	\$ 92,568	\$ 169,294	\$ 10,000	\$ 46,361	\$ 46,361	\$ 351,692	\$ 305,331	658.59%
GENERAL GOVERNMENT SURCHARGE								
Electric-Administrative	\$ 2,538,672	\$ 2,151,041	\$ 2,151,041	\$ 1,792,534	\$ 2,151,041	\$ 1,814,889	\$ (336,152)	-15.63%
Water- Administrative	\$ 403,387	\$ 541,326	\$ 541,326	\$ 451,105	\$ 541,326	\$ 478,539	\$ (62,787)	-11.60%
Golf- Administrative	\$ 50,369	\$ 43,703	\$ -	\$ -	\$ -	\$ -	\$ -	-
Refuse- Administrative	\$ 132,172	\$ 147,001	\$ 147,001	\$ 122,501	\$ 147,001	\$ 185,235	\$ 38,234	26.01%
Stormwater- Administrative	\$ 38,198	\$ 138,522	\$ 138,522	\$ 115,435	\$ 138,522	\$ 73,344	\$ (65,178)	-47.05%
CRA- Administrative	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	-
Local Sewer- Administrative	\$ 271,297	\$ 308,783	\$ 308,783	\$ 257,319	\$ 308,783	\$ 251,533	\$ (57,250)	-18.54%
Regional Sewer- Administrative	\$ 201,364	\$ 166,730	\$ 166,730	\$ 138,942	\$ 166,730	\$ 156,035	\$ (10,695)	-6.41%
Building Fund- Administrative	\$ 23,985	\$ 14,998	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL GENERAL GOVERNMENT SURCHARGE	\$ 3,684,444	\$ 3,537,104	\$ 3,478,403	\$ 2,902,836	\$ 3,478,403	\$ 2,984,575	\$ (493,828)	-14.20%
FRANCHISE FEE								
Electric Contributions- (PILOT)	\$ 4,484,451	\$ 4,459,183	\$ 4,141,958	\$ 3,451,632	\$ 4,141,958	\$ 3,932,889	\$ (209,069)	-5.05%
Water Contributions- (PILOT)	\$ 1,071,160	\$ 1,075,572	\$ 1,030,564	\$ 858,803	\$ 1,030,564	\$ 1,022,788	\$ (7,776)	-0.75%
Refuse Contributions- (PILOT)	\$ 439,029	\$ 452,080	\$ 439,651	\$ 366,376	\$ 439,651	\$ 459,095	\$ 19,444	4.42%
Stormwater Contributions- (PILOT)	\$ 156,117	\$ 165,126	\$ 164,071	\$ 136,726	\$ 164,071	\$ 169,960	\$ 5,889	3.59%
Local Sewer Contributions- (PILOT)	\$ 229,997	\$ 223,037	\$ 595,817	\$ 496,514	\$ 595,817	\$ 569,080	\$ (26,737)	-4.49%
TOTAL FRANCHISE FEE	\$ 6,380,754	\$ 6,374,998	\$ 6,372,061	\$ 5,310,051	\$ 6,372,061	\$ 6,153,812	\$ (218,249)	-3.43%
REIMBURSEMENT INTER-FUNDS								
Reimb- Ground Maintenance	\$ 200,000	\$ 40,000	\$ 40,000	\$ 33,330	\$ 40,000	\$ 40,000	\$ -	-
Reimb - CRA	\$ 130,000	\$ 50,000	\$ 129,999	\$ (50,000)	\$ -	\$ -	\$ -	-
Reimb - Special Events	\$ 2,135	\$ 4,100	\$ -	\$ 1,015	\$ 1,100	\$ -	\$ (1,100)	-100.00%
Tax Exempt	\$ -	\$ -	\$ -	\$ 2,809	\$ 2,809	\$ -	\$ (2,809)	-100.00%
TOTAL REIMBURSEMENT INTER-FUNDS	\$ 332,135	\$ 94,100	\$ 169,999	\$ (12,846)	\$ 43,909	\$ 40,000	\$ (3,909)	-8.90%
TRANSFERS IN								
Foreclosure Fund	\$ 182,142	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Road Improvement Fund	\$ -	\$ 48,919	\$ -	\$ -	\$ -	\$ -	\$ -	-
Debt Service	\$ 250,208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Capital Project Fund	\$ 2,400	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	-
Simpkin Trust Fund	\$ 103,870	\$ 110,033	\$ 63,000	\$ 63,000	\$ 63,000	\$ 82,000	\$ 19,000	30.16%
Library Trust Fund	\$ -	\$ 110,033	\$ 53,000	\$ 53,000	\$ 53,000	\$ -	\$ (53,000)	-100.00%
Sanitation Fund	\$ -	\$ 185,674	\$ 149,541	\$ 149,541	\$ 149,541	\$ -	\$ (149,541)	-100.00%
Governmental Fund	\$ -	\$ 85,889	\$ 17,370	\$ 17,370	\$ 17,370	\$ 442,060	\$ 424,690	2444.96%
TOTAL TRANSFERS	\$ 538,620	\$ 565,548	\$ 282,911	\$ 282,911	\$ 282,911	\$ 524,060	\$ 241,149	85.24%
TOTAL GENERAL FUND SOURCES OF FUND	\$ 29,365,976	\$ 28,962,675	\$ 29,533,370	\$ 23,896,507	\$ 29,235,457	\$ 30,059,616	\$ 824,159	2.82%

City of Lake Worth
Proposed FY2015 Budget - 1st Draft
Golf Fund Sources of Funds

GOLF FUND	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Actuals	Actual	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
CULTURE/RECREATION								
Walker Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Memberships	\$ 254,400	\$ 154,354	\$ 270,000	\$ 43,504	\$ 249,000	\$ 154,000	\$ (95,000)	-38.15%
Green Fees	\$ 612,411	\$ 614,548	\$ 693,989	\$ 639,117	\$ 675,000	\$ 681,520	\$ 6,520	0.97%
Driving Range Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	#DIV/0!
Cart Rental	\$ 54,045	\$ 83,708	\$ 76,139	\$ 68,808	\$ 76,139	\$ 75,000	\$ (1,139)	-1.50%
Locker Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Club Services	\$ 6,696	\$ 10,704	\$ 12,500	\$ 9,860	\$ 12,500	\$ 14,500	\$ 2,000	16.00%
Green Surcharge-Capital	\$ 83,045	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Merchandise Sales	\$ 55,994	\$ 65,817	\$ 65,000	\$ 35,220	\$ 55,000	\$ 64,000	\$ 9,000	16.36%
Other	\$ 7,939	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Tax Exempt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Food Sales	\$ 20,367	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Beverage Sales	\$ 49,661	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Beverage Cart	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Clubhouse Events	\$ 3,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Tax Exempt Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other	\$ -	\$ 22,839	\$ 18,000	\$ 24,000	\$ 18,000	\$ 36,000	\$ 18,000	100.00%
Golf Events	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Clubhouse Events	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
City Functions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL CULTURE/RECREATION	\$ 1,148,008	\$ 951,970	\$ 1,135,628	\$ 820,509	\$ 1,085,639	\$ 1,075,020	\$ (10,619)	-0.98%
DONATIONS								
Donations	\$ 12,784	\$ 9,721	\$ 10,000	\$ -	\$ 10,000	\$ 10,785	\$ 785	7.85%
TOTAL DONATIONS	\$ 12,784	\$ 9,721	\$ 10,000	\$ -	\$ 10,000	\$ 10,785	\$ 785	7.85%
OTHER MISC. REVENUE								
Other	\$ 13,687	\$ 1,874,901	\$ -	\$ 510	\$ -	\$ -	\$ -	-
Discount Taken	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL OTHER MISC. REVENUE	\$ 13,687	\$ 1,874,901	\$ -	\$ 510	\$ -	\$ -	\$ -	-
TRANSFERS IN								
General Fund	\$ -	\$ -	\$ 254,632	\$ 253,139	\$ 253,139	\$ -	\$ (253,139)	-100.00%
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,000	\$ 54,000	#DIV/0!
Sanitation Fund	\$ -	\$ -	\$ 31,138	\$ 31,138	\$ 31,138	\$ -	\$ (31,138)	-100.00%
Capital Project Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL TRANSFERS IN	\$ -	\$ -	\$ 285,770	\$ 284,277	\$ 284,277	\$ 54,000	\$ (230,277)	-81.00%
TOTAL GOLF FUND SOURCES OF FUNDS	\$ 1,174,479	\$ 2,836,592	\$ 1,431,398	\$ 1,105,296	\$ 1,379,916	\$ 1,139,805	\$ (240,111)	-17.40%

City of Lake Worth
Proposed FY2015 Budget - 1st Draft
Beach Fund Sources of Funds

BEACH FUND	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Actuals	Actual	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
TRANSPORTATION								
Parking Meters	\$ 243,266	\$ 403,743	\$ 422,868	\$ 474,099	\$ 569,000	\$ 569,000	\$ -	-
Parking Meters-Taxable	\$ 316,218	\$ 526,098	\$ 558,132	\$ 621,008	\$ 745,000	\$ 745,000	\$ -	-
Parking Permits	\$ 25,740	\$ 46,250	\$ 19,000	\$ 52,631	\$ 53,000	\$ 46,250	\$ (6,750)	-12.74%
Tenant Employee Parking	\$ -	\$ 5,640	\$ 2,880	\$ 11,980	\$ 16,744	\$ 10,480	\$ (6,264)	-37.41%
Valet Parking	\$ 2,202	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pier parking	\$ -	\$ -	\$ -	\$ 22,248	\$ 31,954	\$ -	\$ (31,954)	-100.00%
Parking Lot Rentals	\$ 1,011	\$ -	\$ -	\$ 1,379	\$ 1,598	\$ -	\$ (1,598)	-100.00%
Parking Lot Rental Tax Ex	\$ -	\$ -	\$ -	\$ 7,329	\$ 11,184	\$ -	\$ (11,184)	-100.00%
TOTAL TRANSPORTATION	\$ 588,437	\$ 981,731	\$ 1,002,880	\$ 1,190,674	\$ 1,428,480	\$ 1,370,730	\$ (57,750)	-4.04%
CULTURE/RECREATION								
Rental-Paddleboards	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pavillion Rentals	\$ -	\$ 585	\$ -	\$ 740	\$ 750	\$ 585	\$ (165)	-22.00%
Tax Exempt - Pavilion	\$ -	\$ 150	\$ -	\$ 195	\$ 200	\$ 150	\$ (50)	-25.00%
Pool rental	\$ -	\$ 2,550	\$ 1,500	\$ 19,828	\$ 26,600	\$ 26,600	\$ -	-
Tax Exempt - Pool Rental	\$ -	\$ -	\$ -	\$ 341	\$ 500	\$ -	\$ (500)	-100.00%
Junior LifeGuard Program	\$ -	\$ 14,650	\$ -	\$ 12,600	\$ 12,600	\$ 14,650	\$ 2,050	16.27%
Pool Admission Fees	\$ -	\$ 9,096	\$ 6,500	\$ 24,756	\$ 27,000	\$ 20,000	\$ (7,000)	-25.93%
Pool Admiss - Tax Exempt	\$ -	\$ 1	\$ -	\$ 662	\$ 700	\$ -	\$ (700)	-100.00%
Pool Summer Memberships	\$ -	\$ 566	\$ -	\$ 2,156	\$ 2,200	\$ 1,600	\$ (600)	-27.27%
Pool Programs	\$ -	\$ -	\$ -	\$ 180	\$ 200	\$ 500	\$ 300	150.00%
Pier Fees	\$ 3,824	\$ 59,631	\$ -	\$ -	\$ -	\$ -	\$ -	-
Beach Concession Rentals	\$ -	\$ 6,000	\$ 22,440	\$ 21,915	\$ 22,440	\$ 30,000	\$ 7,560	33.69%
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Merchandise Sales	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	-
Event Tenant Liab Ins	\$ -	\$ 764	\$ -	\$ -	\$ -	\$ -	\$ -	-
Event Liab Ins Tax Exempt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Veteran's Day Parade	\$ -	\$ -	\$ -	\$ 546	\$ 550	\$ -	\$ (550)	-100.00%
Swim programs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pool Admission Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Beach Concession Rentals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pier Fees	\$ 124,823	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL CULTURE & RECREATION	\$ 128,647	\$ 93,993	\$ 35,440	\$ 83,919	\$ 93,740	\$ 94,085	\$ 345	0.37%
VIOLATIONS								
Parking Fines	\$ 51,735	\$ 59,102	\$ 100,000	\$ 90,349	\$ 100,000	\$ 100,000	\$ -	-
TOTAL VIOLATIONS	\$ 51,735	\$ 59,102	\$ 100,000	\$ 90,349	\$ 100,000	\$ 100,000	\$ -	-
RENTS & ROYALTIES								
Leased Properties	\$ -	\$ 259,944	\$ 526,855	\$ 241,784	\$ 286,854	\$ 385,528	\$ 98,674	34.40%
Patio Area	\$ -	\$ 39,510	\$ 33,870	\$ 33,225	\$ 33,870	\$ 60,870	\$ 27,000	79.72%
Common Area Maintenance	\$ -	\$ 58,903	\$ 81,290	\$ 69,358	\$ 81,290	\$ 157,274	\$ 75,984	93.47%
Miscellaneous	\$ -	\$ 550	\$ -	\$ 1,000	\$ 1,000	\$ 700	\$ (300)	-30.00%
Pier	\$ -	\$ 187,286	\$ -	\$ 200,253	\$ 240,000	\$ 240,000	\$ -	-
Ball Room Rental	\$ -	\$ 50,812	\$ 166,000	\$ 113,985	\$ 166,000	\$ 140,000	\$ (26,000)	-15.66%
Ball Room Tax Exempt	\$ -	\$ 2,580	\$ -	\$ 3,340	\$ 3,500	\$ 2,580	\$ (920)	-26.29%
Intercoastal Rental	\$ -	\$ -	\$ -	\$ 300	\$ 200	\$ -	\$ (200)	-100.00%
Inter Coastal Tax Exempt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Ocean Terrace Rental	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	-
Ocean Terrace Tax Exempt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Kitchen Rental	\$ -	\$ 972	\$ -	\$ 8,002	\$ 5,500	\$ 5,000	\$ (500)	-9.09%
Kitchen Rental Tax Exempt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Beach Weddings	\$ -	\$ 1,100	\$ -	\$ 9,423	\$ 9,000	\$ 7,500	\$ (1,500)	-16.67%
Beach Wedding Tax Exempt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Misc Item Rental	\$ -	\$ 250	\$ -	\$ 1,169	\$ 1,200	\$ 1,200	\$ -	-
Misc Item Tax Exempt	\$ -	\$ 150	\$ -	\$ 100	\$ 100	\$ 150	\$ 50	50.00%
Special Events	\$ -	\$ 11,283	\$ 17,000	\$ 14,642	\$ 17,000	\$ -	\$ (17,000)	-100.00%
Special Events Tax Exempt	\$ -	\$ -	\$ -	\$ 1,665	\$ 1,700	\$ 1,800	\$ 100	5.88%
Leased Properties	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pier	\$ 100,984	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL RENTS & ROYALTIES	\$ 100,984	\$ 614,540	\$ 825,015	\$ 698,246	\$ 847,214	\$ 1,002,602	\$ 155,388	18.34%

City of Lake Worth
Proposed FY2015 Budget - 1st Draft
Beach Fund Sources of Funds

BEACH FUND	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Actuals	Actual	Adjusted Budget	YTD Actuals (Oct-July)	Forecast	Budget Request	Change between FY 15 Draft Budget & FY 14 Forecast	% Change
DONATIONS								
Special Events	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL DONATIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
MISCELLANEOUS REVENUE								
Inter& Admin Fee Casino	\$ -	\$ 6,723	\$ -	\$ 3,677	\$ 3,700	\$ 4,000	\$ 300	8.11%
Other	\$ 329	\$ 2,813	\$ -	\$ 3,595	\$ 3,550	\$ 2,812	\$ (738)	-20.79%
TOTAL MISCELLANEOUS REVENUE	\$ 329	\$ 9,536	\$ -	\$ 7,272	\$ 7,250	\$ 6,812	\$ (438)	-6.04%
TRANSFERS IN								
Other Transfers	\$ -	\$ -	\$ 26,675	\$ 26,675	\$ 26,675	\$ -	\$ (26,675)	-100.00%
Capital Projects Fund Advance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL TRANSFERS	\$ -	\$ -	\$ 26,675	\$ 26,675	\$ 26,675	\$ -	\$ (26,675)	-100.00%
TOTAL BEACH FUND SOURCES OF FUNDS	\$ 870,132	\$ 1,758,902	\$ 1,990,010	\$ 2,097,135	\$ 2,503,359	\$ 2,574,229	\$ 70,870	2.83%
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 440,573	\$ -	\$ -	\$ -	\$ -	-

FY 2015 City of Lake Worth Budget FAQ

General Budget Questions

1. **How was the initial draft of the FY 2015 budget developed?**
 - All departments started with actual year-to-date expenditures from FY 2013 (last fiscal year)
 - Adjustments were made for to the following City wide costs:
 - Pension costs
 - Health and property insurance costs
 - Fleet and Information Technology costs
 - Any changes in staffing

2. **How is the \$167.2 million total of the City FY 2015 budget broken out?**
 - General Fund \$ 30.3 million
 - Other General Government \$ 7.5 million
 - Utilities \$ 100.3 million
 - Capital Projects \$ 5.1 million
 - Internal Service Funds \$ 24.0 million

3. **In the General Fund how much of the budget (\$30.3 million) is controllable verses outside the direct control of the City?**
 - 31% Controllable = \$ 9.4million
 - 69% Non-Controllable = \$20.9 million

4. **Why is that?**
 - There are several large costs that the City is obligated to pay that it cannot directly control:
 - Pension Costs
 - \$ Fire - \$2.9 million
 - \$ Police - \$3.0 million
 - \$ General Employees - \$1.0 million
 - Police Services Contract - \$12.1 million
 - Transfer to the CRA – \$0.7 million
 - Utility costs - \$1.1 million

5. **Is the property tax rate being changed?**
 - No. The rate remains at 5.4945 mils, the same as the past 3 years.

6. **Why would the amount of tax I pay be more?**
 - The value of your house may have risen and that would cause the total you pay to be more, even though the City tax rate did not change.

7. Is the Electric rate going up?

- No. The rates will be reduced by 0.5% in FY 2015.
- Rates have decreased each year for the past 4 years - a total of 10.5% for residential (including suspension of the Conservation charge) and 12.7% for small commercial and 17.5% for large commercial (demand) customers.

8. Is the Water rate going up?

- Yes. The water rate will increase 5% for FY 2015, having remained the same for the last 2 years.

9. Is the Sewer rate going up?

- Yes. The sewer rate will increase by 8% in FY 2015, having decreased by 20% in the past 2 fiscal years.

10. Is the Garbage fee going up?

- No. The garbage fee is remaining the same in FY 2015 as it has been since 2009.

11. Is the Stormwater fee going up?

- No. The storm water fee is remaining the same in FY 2015 as it has been since 2009.

12. Is the Parking rate at the Beach going up?

- No. Parking rates will remain the same at \$2.00 per hour.

13. Is the pool going to be open?

- Yes. The pool will be open 29 hours per week, year round.

14. How many employees work for the City? Is that changing in 2015?

- For FY 2014 the City General Government has 172 employees and the Utility operations employ an additional 170 for a total of 342.
- For FY 2015 the City General Government has 172 employees and the Utility operations employ an additional 167 for a total of 339. The total number of employees is proposed to decrease by 3, by eliminating 12 positions and adding 9 positions as follows:
 - General Fund – eliminate 3 (Recreation Supervisor, Art Coordinator and Public Services Receptionist) while adding a Code Remediation Secretary and a grant funded Library Shelver.
 - Building Permit fund is adding an Electric Plans Examiner
 - Beach Fund is increasing by 2 part-time Grounds Keepers.
 - Utility conservation is eliminating 1 Energy Auditor.
 - Electric is eliminating 3-part time Customer Service Representatives, a Safety Manager, Control Room Operator Relief, Administrative Assistant, & System Operator II.
 - Electric and Water are each adding an accounting analysts
 - In addition, Water is adding a Capital Projects Manager and a Laboratory Assistant.
 - Golf has eliminated one Assistant Golf Professional.

15. Are City employees getting raises in FY 2015?

- No. The City's financial condition does not allow for raises to City employees except where required by union contract. A comprehensive salary study is currently in progress.
- City employees have not received a cost of living increase in 7 years.

Specific Department Questions

LEISURE SERVICES

Recreation Division

1) What are the changes to the recreation athletic budget in FY 2015?

- There was a re-distribution of existing full-time and part-time positions within two cost centers.
- **There are no new positions being added.**
- **The Recreation Supervisor position is being eliminated** and the Recreation Division is being restructured. The elimination of this position provides a budget reduction of approximately **\$102,000**, including the benefit expense that accompanied the position. Several of the programs will be contracted to a third party. No recreation programs are being eliminated and the division will maintain the same level of service as in previous years.
- The existing PT Clerical Assistant position is being re-classified to a FT Administrative Assistant to assist with responsibilities left with the elimination of the Recreation Supervisor. 50% of the position is funded from this cost center (8061) and 50% to (8062).
- **There are several grant funded positions that will be eliminated October 1 once the existing grant expires, if no new grant can be secured. Total budget reduction is \$58,023.16**

2) Why is there an increase in the Recreation Facilities budget in FY 2015?

- There was an increase in wages due to the redistribution of existing full-time and part-time positions within the two cost centers. **There are no new positions being added.**

3) Why has the Recreation Community Programs budget decreased in FY 2015?

- The events that this cost center will fund in FY 2015 are: Veterans Day parade, Holiday Parade, 4th of July, Fireworks for 4th of July and bi-monthly Evening on the Avenues. The Citrus and Latin Festivals, as previously requested, have been eliminated until further notice.

Library

- The library will be adding one part-time library page/shelver position which will be funded by the State-Aid to Library Grant.

- The Library Board approved \$82,000 to be appropriated from the Simpkin Trust Fund for the library's use. Because of the reduced funding from the Trust Fund, the library has reduced its overall expenses which includes:
 - Reducing materials cost (purchased books, DVDs, etc.) by \$15,000
 - No staff training monies to be used in FY 2015

Beach Complex

1) Why is the Aquatic's pool budget increasing in FY 2015 Budget?

- There was a minor increase in operational costs to accommodate the chemicals, upkeep and repairs needed to keep operating at the current configuration.

2) Why was the Aquatic's beach budget decreased in the FY 2015 budget?

- All operations at the beach have not changed this fiscal year with only minor changes made to the operating budget decreasing the overall operational costs.

Parking Division

1. Are there any changes to the Parking operation in FY 2015?

- Citation rates will increase from \$20 to \$30 downtown and in the surrounding streets and alleys.
- Citation rates will increase from \$25 to \$30 in the beach area and Old Bridge Park.

These changes will make enforcement more efficient and eliminate confusing disparities in citation amounts

Casino Building/Beach Park/Ballroom

1) Are there any changes proposed for FY 2015 for the Casino ballroom?

- The Casino Complex will not be hosting the Artfest or the Sand Sculpting & Seafood Festival this fiscal year.
- Rates were increased in FY 2014 by 3%. Staff will monitor the rentals and make necessary adjustments if needed.

2) Are there any changes proposed for FY 2015 for the Beach Complex?

- We are cancelling the existing grounds maintenance contract and will be performing that function with part-time City staff to provide better and more comprehensive services.

Golf Course

1) Are there any changes proposed for FY 2015?

- The golf course has added \$16,000 in Capital Expenditures to build a driving range, which should bring the golf course a first year profit of \$50,000.

- The golf course will be increasing the membership rates by 3%, as well as increasing the green fee rates by \$5 per round, at an estimated 42,000 rounds next year. This will bring more revenue to the golf course in FY 2015.

PUBLIC SERVICES

1) What is being paid for with the Community Development Block Grant (CDBG) funds?

- Greenways in the following sequence:
 - 5th Ave North – Construction to start in October 2014
 - 9th Ave South – Construction to start in October 2014
 - 11th Ave South – Design work to commence in November 2014
 - 8th Ave South – Design work to commence in FY 2016
- Roadway projects:
 - 7th Ave South – New roadway project including a new 8" watermain. Design work nearing completion and construction should start end of the 2014 calendar year.
 - 10th Ave South – New roadway project under construction currently and scheduled to be completed beginning of the 2015 calendar year.

1) How has the City improved its roadway repair program?

- The City has developed policies and procedures to better respond to pothole repair inquiries. The City's website has a new "Report a Roadway Issue" link that allows the public to send in messages through the website that get immediate responses by the responsible departments.
- Additional equipment and training for staff that specialize in roadway repairs have significantly benefited the response time and quality of roadway repairs.

2) How is Public Services improving customer service and providing timely responses to inquiries?

- Public Services administration staff is working diligently within the Division to field, collect and respond to resident, business and visitor inquiries with a focus on customer service. Most inquiries are taken in through the Administration main office number (561-586-1720) and the caller information is taken and tracked. From there, the information is provided to the appropriate department and the caller is then updated on the status of the issue and the approximate date of completion. The goal is to provide a seamless process from call-intake to final follow-up.

COMMUNITY SUSTAINABILITY

1) What changes are planned for FY 2015?

- Administration Division
 - No changes.
- Business License Division
 - Combining of Business Tax Receipts and Use & Occupancy programs under Lake Worth Business License completed.

- Unified billing for Business Licenses.
- Some increases in revenues due to improved collections, code compliance and unified billing.
- Planning, Zoning & Historic Preservation Division
 - Additional fee revenue from implementation of land development regulations, increased development interest and competitiveness in market.
- Code Compliance Division
 - Proposed Remediation Secretary beginning the third quarter to handle chronic nuisance services coordination with contractors, invoicing, scheduling and recording of tax liens.
 - Some increases in revenue based on improved collections and incentive program to bring properties into compliance.
- Building Division
 - No staff changes.
 - Increased revenue projections due to increasing development activities and new construction of larger projects.

ELECTRIC UTILITY

1) What new programs/services/functions are being proposed?

- A new bill format is being designed and will be implemented along with a 'phone app' allowing customers to pay by smart phones.

2) What position changes are proposed to be eliminated?

- Administration – One (1) Safety Manager
- Power Plant – One (1) Control Room Operator/Plant Helper
- Customer Service – Three (3) part-time Customer Service Representatives
- System Operations – One (1) System Operator (established new schedules to accommodate vacant position)

WATER/SEWER UTILITIES

1) What programs/services/functions does the Water Fund support?

- The water fund supplies potable water, both within the City limits and within the utility service area located west of the City. Water is pumped from groundwater wells and treated at the City's combined lime softening and reverse osmosis plant.

2) What programs/services/functions does the Local Sewer Fund support?

- The local sewer fund provides wastewater collection, pumping, treatment and disposal for customers within the City and within the utility service area west of the City. Wastewater is discharged into the Regional Sewer system.

3) What programs/services/functions does the Regional Sewer Fund support?

- The Regional Sewer Fund provides wastewater pumping, transmission, treatment and disposal for the City and seven sub-regional municipal contract customers. Wastewater is collected in regional wastewater mains and pumped through the Master Pump Station to the East Central Regional (ECR) Wastewater Facility in West Palm Beach.

4) What are the main accomplishments being achieved in FY 2015?

- Construction of Well # 16 and associated raw water main west of I-95 to reduce salt water intrusion, rehabilitation of well #9, award of construction for S. 10th Ave and 14th, 15th and Crestwood water main projects, installation of 13 fire hydrants, rehabilitation of 50 manholes, and replacement of 1 master pump station variable frequency drive.

5) What programs/services/functions are being changed in FY 2015?

- The Water Utility Department was renamed and the administration division was created by transferring functions and budget from the water treatment plant budget.
- The water plant treatment process is being upgraded to provide better disinfection per FDEP requirements. This will help reduce the volume of water needed for flushing.
- Design and construction of water distribution and sewer collection improvements are included in the Park of Commerce, Lake Worth 2020 and 2" steel water line capital projects.
- The Regional Sewer Fund budget has been adjusted based on the planned 50% increase in the ECR wastewater fees for the capital improvements at the plant.

6) How many employees work for the Water Utilities Department? Is that changing in FY 2015?

- The Water Fund has 29.5 employees in FY 2015. This is a net increase of 1 (2 persons - 50% time) due to the proposed hiring of the accounting analyst and capital project manager in the Administration Division.
- The Local Sewer Fund has the 16.5 employees in FY 2015. This is a net increase of 1 (2 persons - 50% time) due to the proposed hiring of the accounting analyst and capital project manager in the Administration Division.
- The Regional Sewer Fund has 1 employee (2 persons - 50% time) in FY 2015. This is the same as in FY 2014.

7) Are the water or sewer rates going up in FY 2015?

- Yes, the water rates are increasing 5% per the recommendations of the rate consultant. The increase is for additional Capital Improvement Projects, including

the replacement of 2" steel water lines within the city. The City's water rates will be competitive with surrounding cities, even with the proposed increase.

- Yes, the local sewer rates are increasing 8% per the recommendations of the rate consultant due to the increasing pass through costs from the ECR wastewater facility.
- Yes, the regional sewer rates are increasing per the recommendations of the rate consultant due to the increasing pass through costs from the ECR wastewater facility.

8) Are the water/sewer budgets going up in FY 2015?

- **Water Fund - NO**

FY 2014 \$19,207,381 FY 2015 \$15,224,311

Operating revenues are sufficient for operating expenses, debt service and contribution to general fund of \$1 million. The FY 2015 budget includes capital projects of \$2,230,000, which are paid from reserves. An additional \$6,151,000 transfer from reserves is planned for the LW 2020 project in FY 2015. The increase in Administration expense is offset by a reduction in non-departmental expenses. The budget reduction is due to reduced capital outlays in FY 2015, excluding the transfers to the LW2020 project. Utility rate studies recommend cash reserves of 33% of the operating budget (\$5 million), which are maintained in the FY 2015 budget.

- **Local Sewer Fund - YES**

FY 2014 \$8,526,912 FY 2015 \$10,156,050

Approximately 45% of this budget is for contracted wastewater transmission/treatment services.

Operating revenues are sufficient for operating expenses, debt service and contribution to general fund of \$0.2 million. The FY 2015 budget includes capital projects of \$1,159,688, which are mostly paid from reserves. An additional \$2,635,688 transfer from reserves is planned for the LW 2020 and Park of Commerce projects in FY 2015. The increase in Administration expense is offset by a reduction in pumping expenses. The budget increase is due to the increased capital outlays in FY 2015.

- **Regional Sewer Fund – NO**

FY 2014 \$6,430,639 FY 2015 \$5,962,208

The Regional Sewer Fund has been adjusted based on the settlement agreement reached with contracted sub-regional customers in FY 2013. The budget decrease is due to the offset of increases in the ECR flow charges due to the capital project planned at that plant, and reductions in capital outlays and R&R funds.

**PRESENTATION
OF
FY 2015 ANNUAL OPERATING BUDGET**

FINAL PUBLIC HEARING

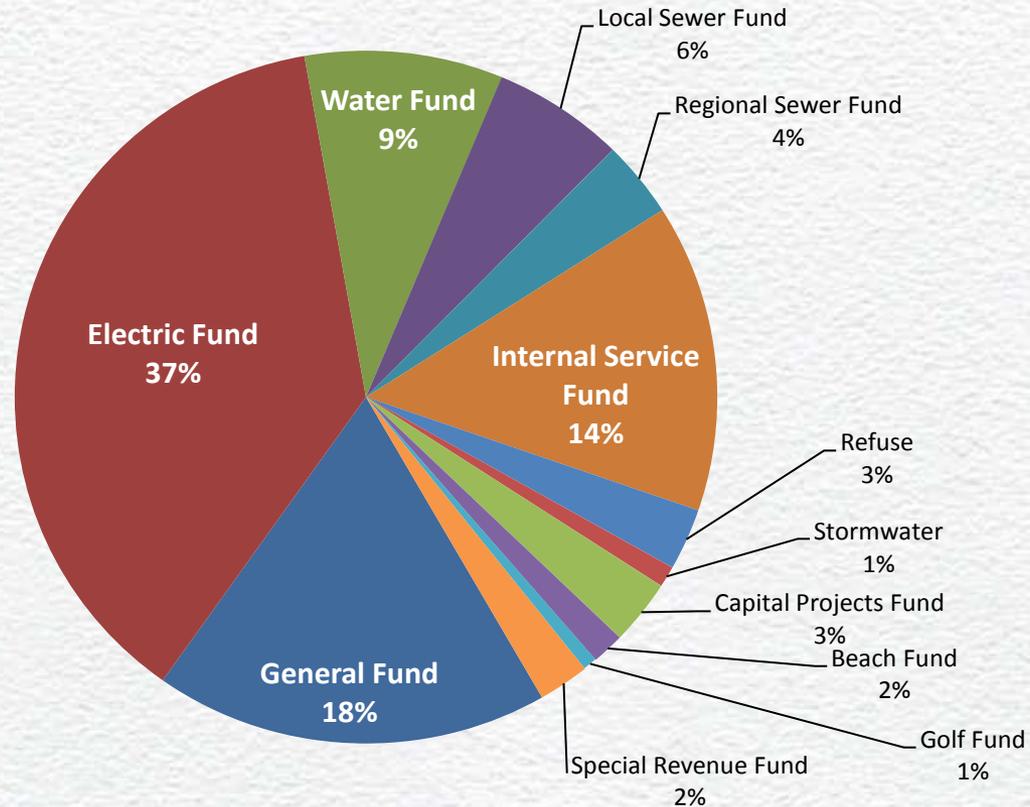
SEPTEMBER 23, 2014



FY 2014-15 CITY-WIDE BUDGET OVERVIEW

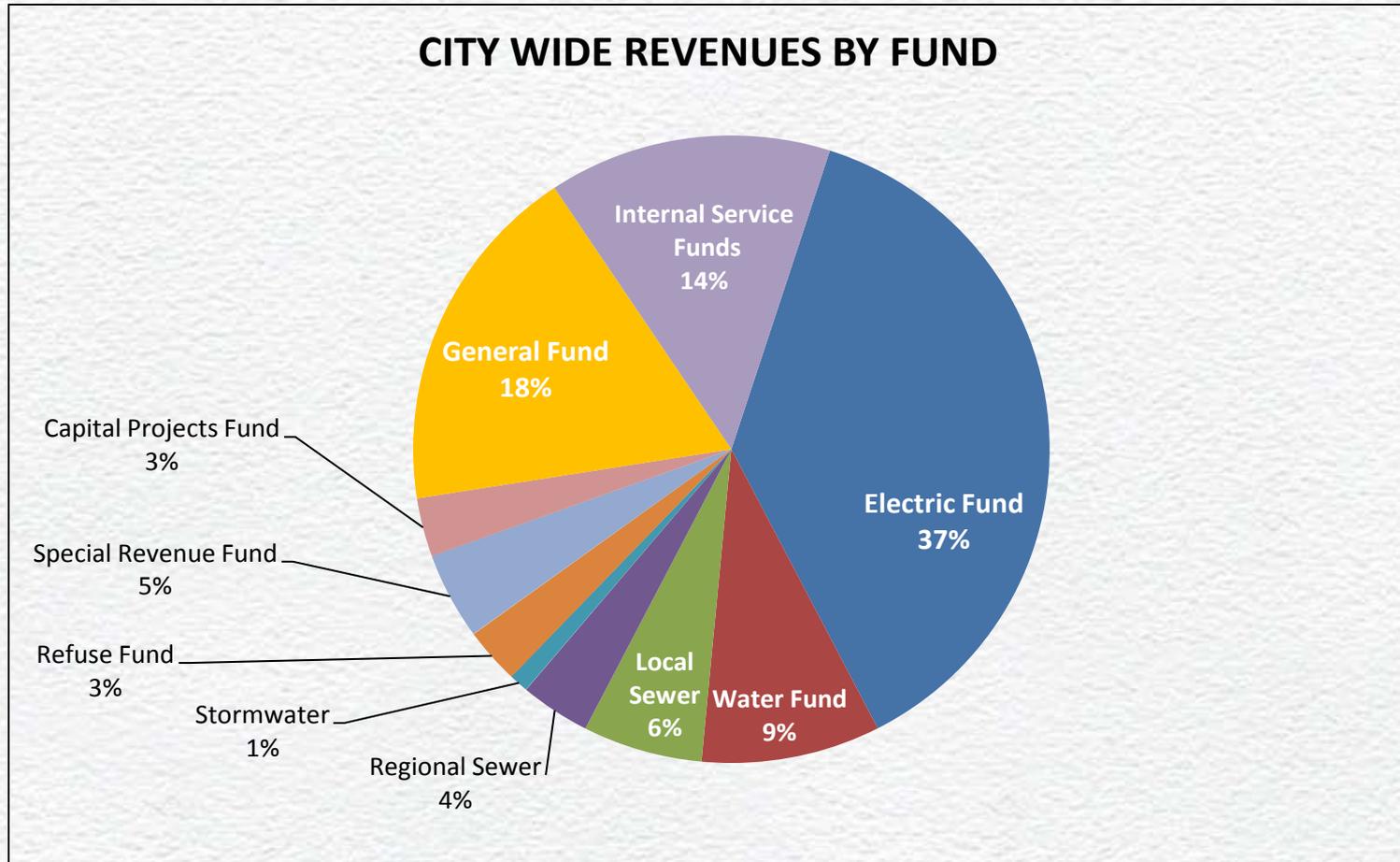
\$167.2 million

CITY WIDE EXPENDITURES BY FUND



FY 2014-15 CITY-WIDE BUDGET OVERVIEW

\$167.2 million



FY 2014-15 CITY-WIDE BUDGET OVERVIEW

- **General Fund**

- ❖ Total General Fund \$30.3 million
- ❖ Property Tax rate remains the same as the past 3 years at 5.4945 mills
- ❖ Net reduction of 3 positions
- ❖ Continuation of all current services
 - Administrative, Recreation, Public Services, Streets.

FY 2014-15 BUDGET OVERVIEW

- **Utilities**

- ❖ Electric Rates are reduced by .5% from last year
- ❖ 10.5% reduction since 2012
- ❖ Rate parity report card – Lake Worth’s residential rates are within 6.7 % of FPL
- ❖ Reliability indices have improved

FY 2014-15 BUDGET OVERVIEW

- **Water & Sewer Utility**

- ❖ Water Rates will rise 5% as previously projected for capital projects and costs for replacement wells.
- ❖ Sewer rates rising 8% due mainly to increased costs from the East Central Regional Water treatment Facility where the City pumps it's sewer for treatment

FY 2014-15 BUDGET OVERVIEW

- **Refuse Collection**

- ❖ Rates are the same as they have been since 2009

- **Stormwater Collection**

- ❖ Rates are the same as they have been since 2009

FY 2014-15 BUDGET OVERVIEW

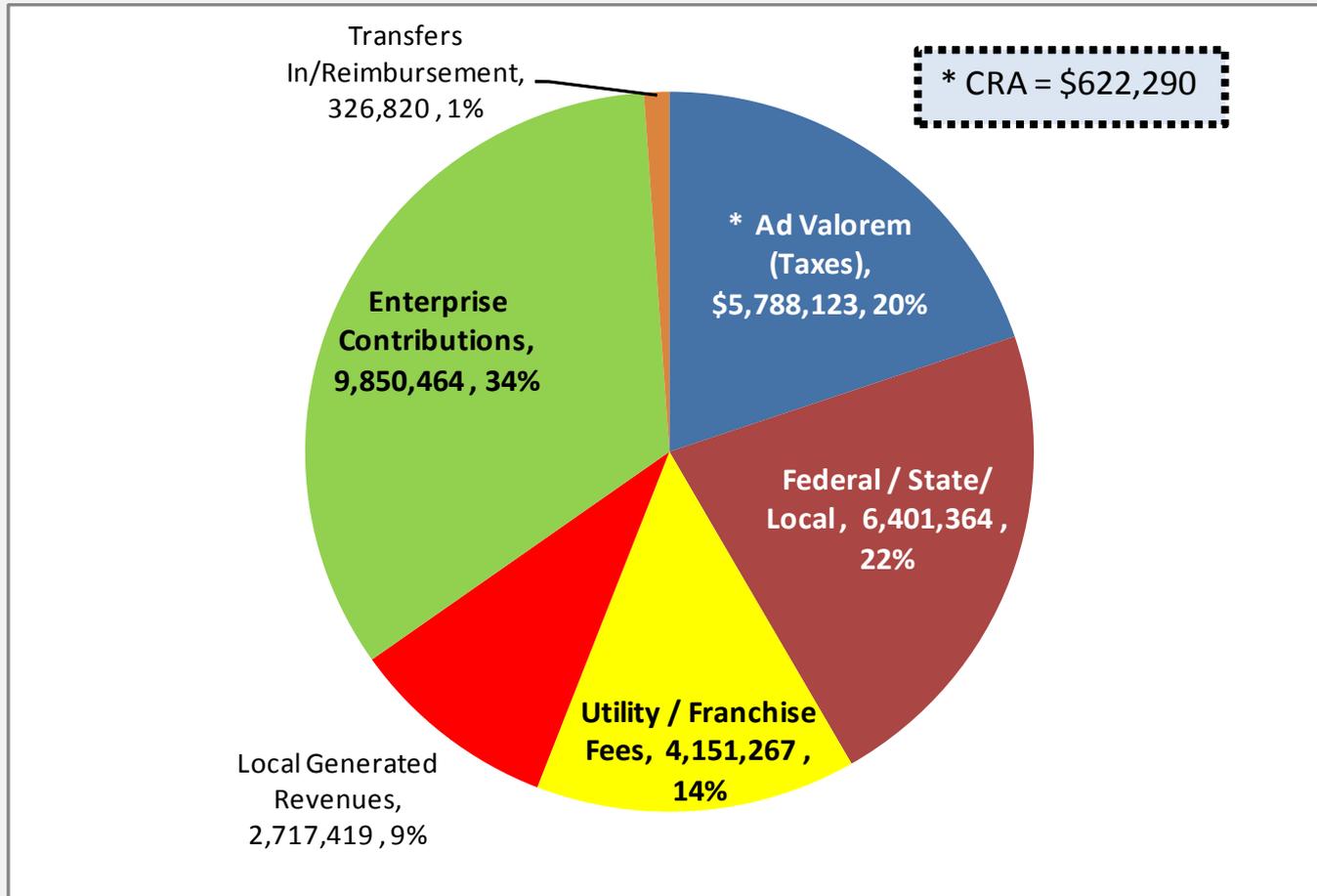
- **Beach Parking Rates**

- ❖ No increase, rates remain at \$2.00 per year as they have been since 2011

GENERAL FUND REVENUES BY CATEGORY

\$29.2 million

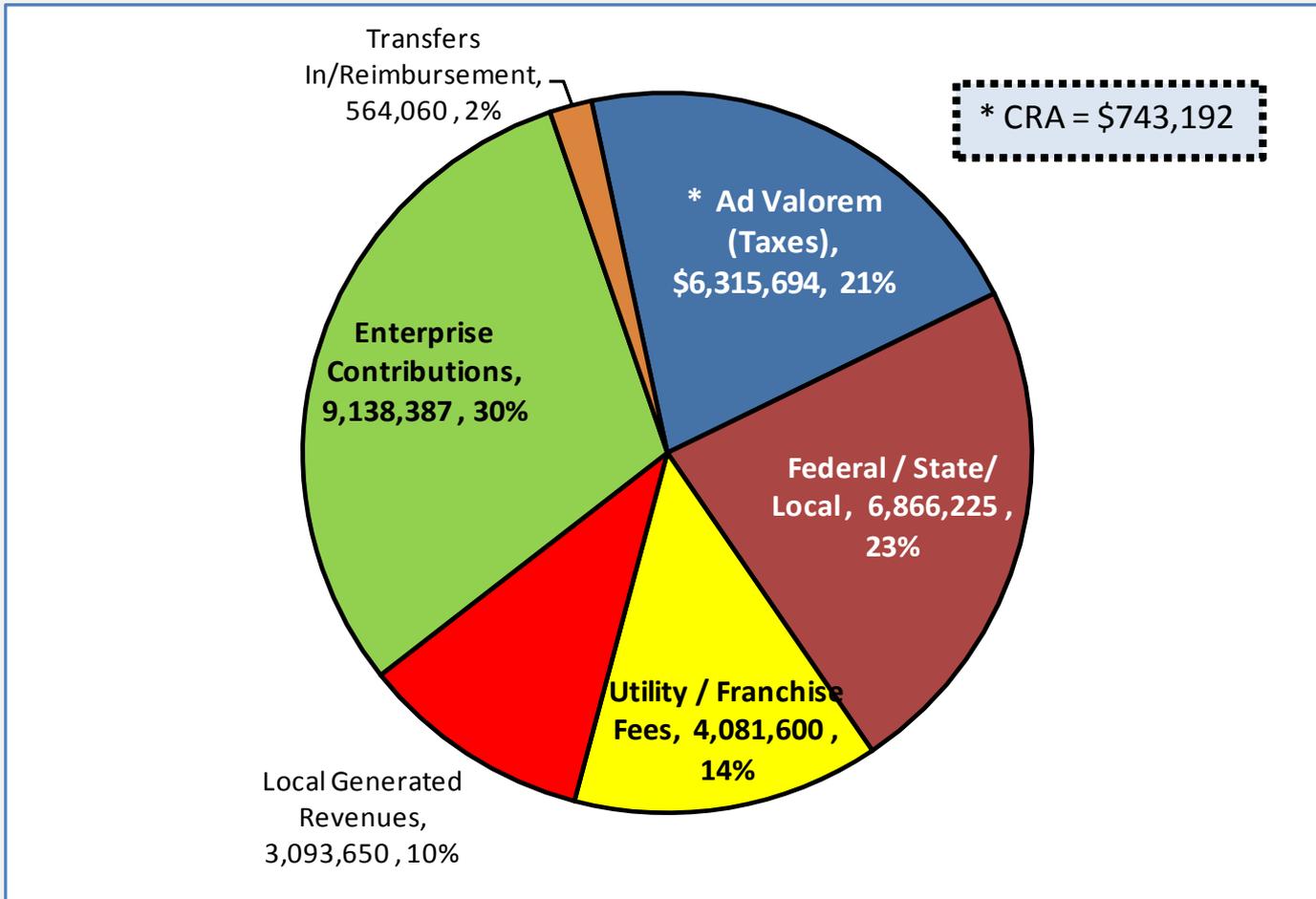
FY 2014 Revenue Forecast



GENERAL FUND REVENUES BY CATEGORY

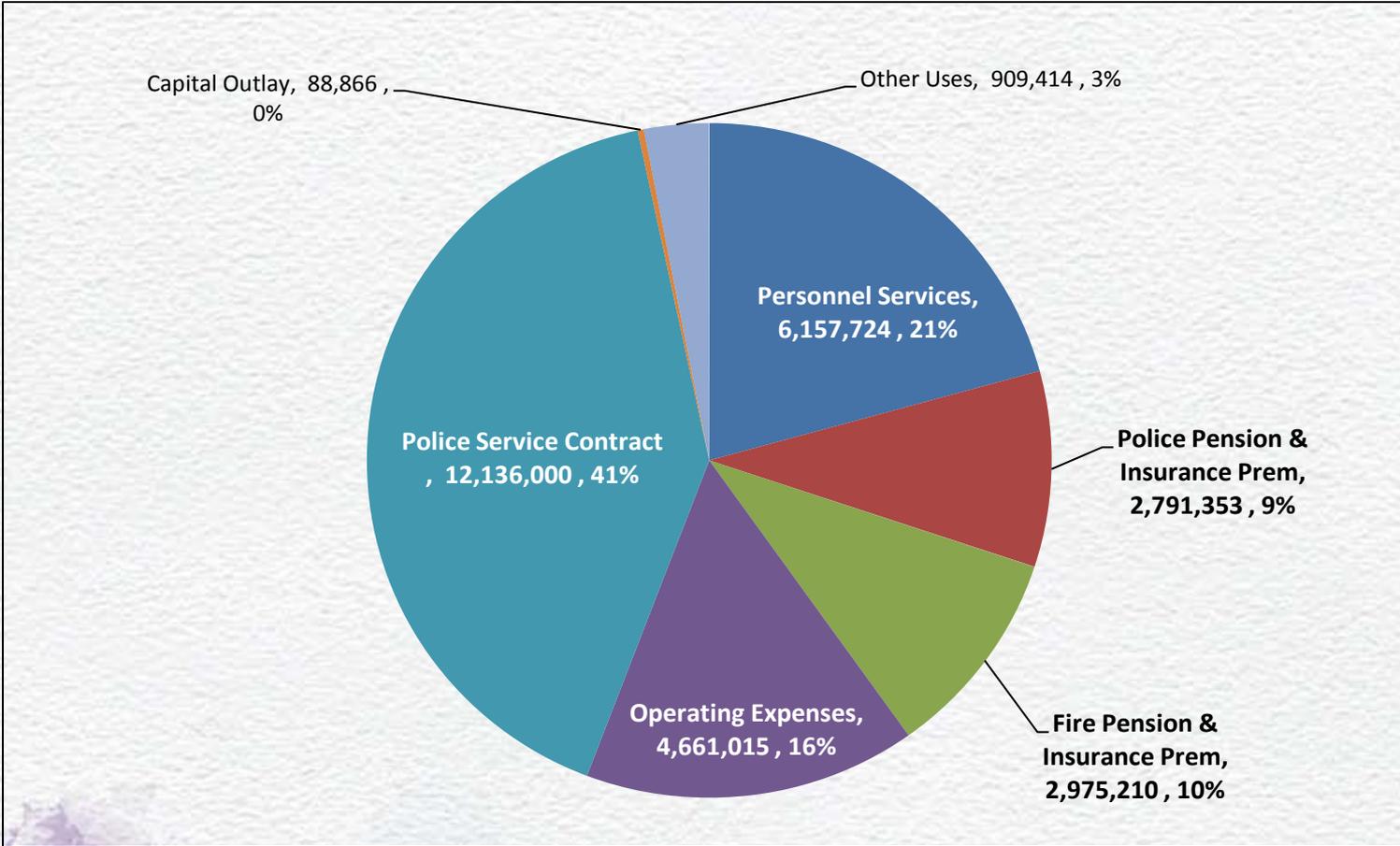
\$30.0 million

FY 2015 Revenue Budget Request



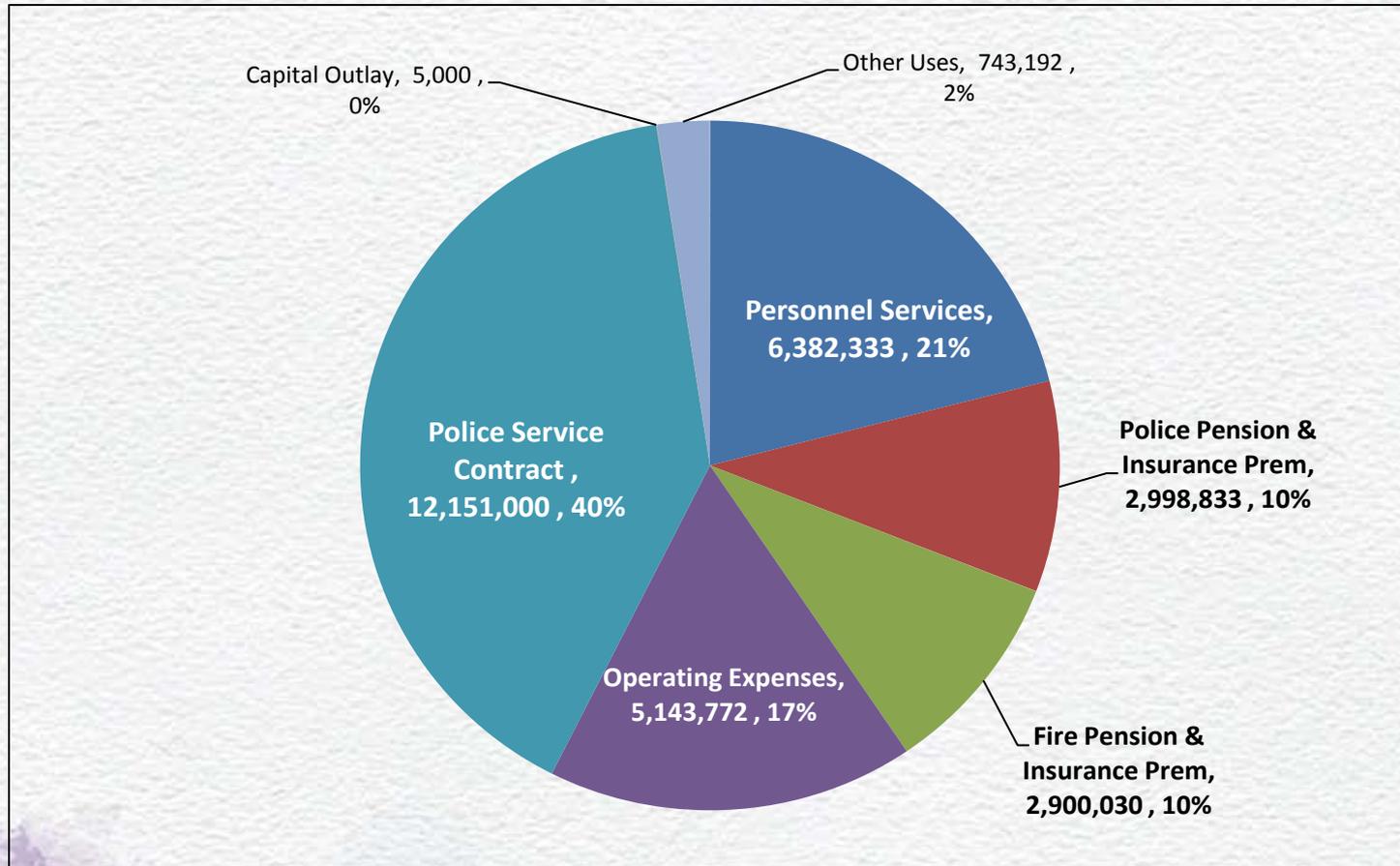
GENERAL FUND EXPENDITURES BY CATEGORY

FY 2014 GENERAL FUND FORECAST, \$29.7M



GENERAL FUND EXPENDITURES BY CATEGORY

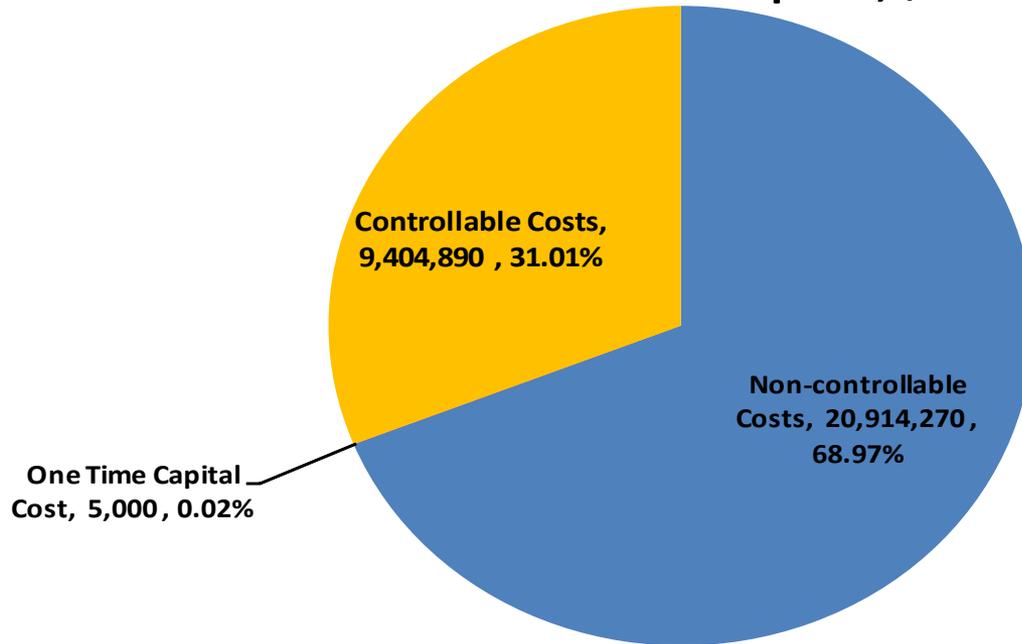
FY 2015 GENERAL FUND BUDGET REQUEST, \$30.3M



General Fund

Controllable -vs- Non-controllable Costs

FY 2015 General Fund Request, \$30.3 M

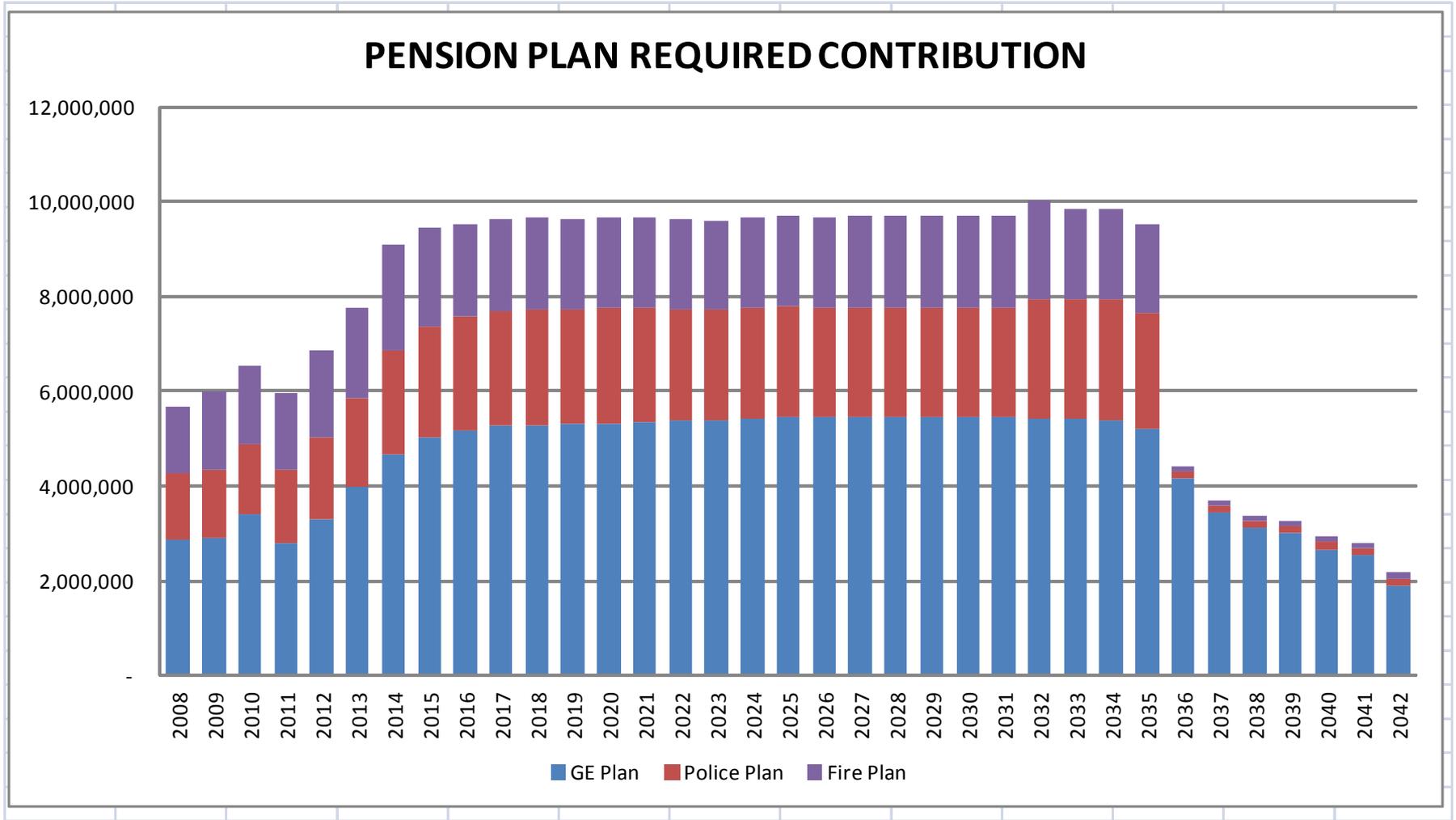


Non-Controllable costs:

Police Service Contract	\$12,151,000
Police Pension Plan & Insurance Prem Pass thru'	\$2,998,833
Fire Pension Plan & Insurance Prem Pass thru'	\$2,900,030
General Employee Plan	\$992,866
CRA Required Contribution	\$743,192
Utility Costs	\$1,128,349

Total Non-Controllable Costs **\$20,914,270**

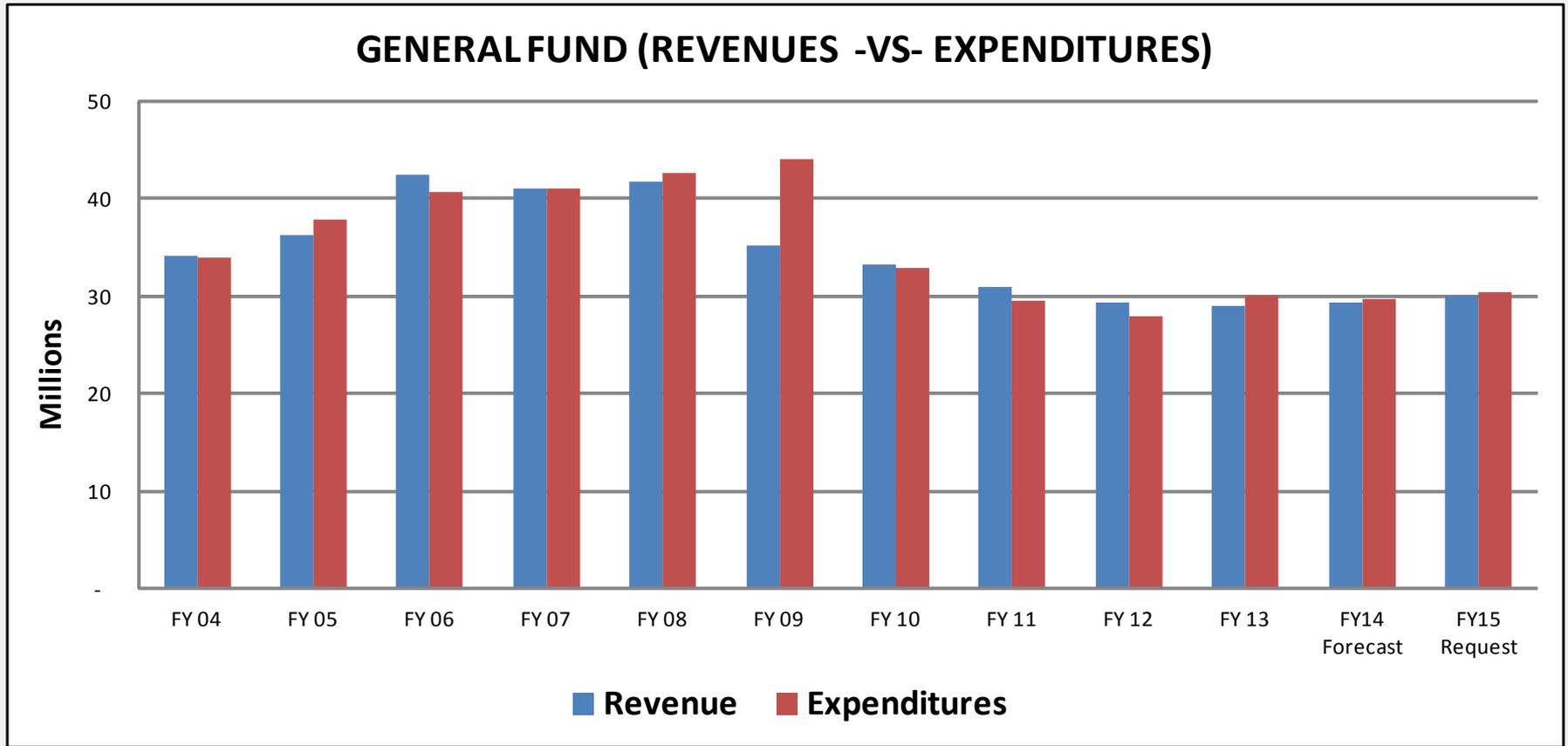
PENSION CONTRIBUTION



Budgeted -vs- Actual Use of Fund Balance

Category	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15
Budgeted	(5,239,923)	(1,737,178)	(599,352)	(62,311)	(423,927)	(950,175)	(264,544)
Actual	(5,715,151)	702,746	1,514,868	1,461,231	370,426	(484,125)	-

GENERAL FUND (EXPENDITURES -vs- REVENUES)



FY 2014-15 BUDGET SUMMARY

Total City Budget \$ 167.230 million

Utility Operations \$ 100.331 million

General Fund Operations \$ 30.324 million

FY 2015 – 2019 Capital Improvement Plan

Page #	Departments / Divisions Project Description	Estimated Expenditures		Fiscal Year	5 Yr Total	Total Project				
		thru 9/30/13	FY14 Bud	2015	2016	2017	2018	2019	FY 2015-2019	Estimate
	I. PUBLIC SERVICES DEPARTMENT									
	A. Street / Road Improvements									
1	Road Improvements- Multiple Road Projects	-	545,440	-	-	-	-	-	-	545,440
1	6th Ave S - Dixie Hwy to Federal Hwy - Mill & Overlay	-	-	197,865	-	-	-	-	197,865	197,865
1	N Lakeside - 16th Ave N to 18th Ave N - Mill & Overlay	-	-	160,839	-	-	-	-	160,839	160,839
1	N M St - Lucerne to 2nd Ave N	-	-	-	74,768	-	-	-	74,768	74,768
1	S M St - Lake Ave to 1st Ave S	-	-	-	74,768	-	-	-	74,768	74,768
1	N O St - 14th Ave N to 16th Ave N	-	-	-	156,492	-	-	-	156,492	156,492
1	Yale Dr - N Lakeside to Notre Dame	-	-	-	74,709	-	-	-	74,709	74,709
1	4th Ave S - Ocean Breeze to Lakeside	-	-	-	108,675	-	-	-	108,675	108,675
1	North F St to North A St - 11th & 12th Ave N	-	-	-	383,374	-	-	-	383,374	383,374
1	Tropical Dr & Barton Rd	-	-	-	-	884,814	-	-	884,814	884,814
1	16th Ave North - North A St to North D St	-	-	-	-	135,885	-	-	135,885	135,885
1	17th Ave North - North A St to North D St	-	-	-	-	135,885	-	-	135,885	135,885
1	18th Ave North - North A St to North D St	-	-	-	-	-	140,003	-	140,003	140,003
1	North K St & North M St - 2nd Ave N to 9th Ave N	-	-	-	-	-	673,390	-	673,390	673,390
1	North F St. - 11th Ave N to 13th Ave N	-	-	-	239,266	-	-	-	239,266	239,266
1	Duke Drive - Federal Hwy to Lakeside	-	-	-	-	-	285,007	-	285,007	285,007
1	N Lakeside Dr - Wellesley Dr to Duke Dr	-	-	-	-	-	-	421,811	421,811	421,811
1	Wellesley Dr - N Lakeside to Notre Dame Dr	-	-	-	-	-	-	125,403	125,403	125,403
1	Notre Dame Dr - Wellesly Dr to Harvard Dr	-	-	-	-	-	-	205,205	205,205	205,205
1	Harvard Dr - N Lakeside Dr to Notre Dame Dr	-	-	-	-	-	-	125,403	125,403	125,403
1	Snowden Dr - 12th Ave S to 6th Ave S	-	-	-	-	-	-	638,030	638,030	638,030
	Sub-Total	-	545,440	358,704	1,112,052	1,156,584	1,098,400	1,515,852	5,241,592	5,787,032
	B. Facilities Management									
3	Public Safety Chiller/Handler Replacement	-	-	80,000	-	-	-	-	80,000	80,000
5	Bryant Park /Bandshell Roof & Canopy Repl	-	-	65,000	100,000	-	-	-	165,000	165,000
	Sub-Total	-	-	145,000	100,000	-	-	-	245,000	245,000
	C. Stormwater									
7	11th Ave N - North A St. to North F St.	-	-	-	210,461	-	-	-	210,461	210,461
7	12th Ave N - North A St. to North F St.	-	-	-	210,461	-	-	-	210,461	210,461
7	North F St. - 11th Ave N to 13th Ave N	-	-	-	118,721	-	-	-	118,721	118,721
7	16th Ave North - North A St to North D St	-	-	-	-	32,291	-	-	32,291	32,291
7	17th Ave North - North A St to North D St	-	-	-	-	32,291	-	-	32,291	32,291

FY 2015 – 2019 Capital Improvement Plan

Page #	Departments / Divisions Project Description	Estimated Expenditures		Fiscal Year	5 Yr Total	Total Project				
		thru 9/30/13	FY14 Bud	2015	2016	2017	2018	2019	FY 2015-2019	Estimate
I. PUBLIC SERVICES DEPARTMENT										
C. Stormwater (Cont'd)										
7	18th Ave North - North A St to North D St			-	-	-	33,270	-	33,270	33,270
7	Duke Drive - Federal Hwy to Lakeside			-	-	-	348,649	-	348,649	348,649
7	North K St. - 2nd Ave N to 9th Ave N			-	-	-	118,979	-	118,979	118,979
7	North M St. - 2nd Ave N to 9th Ave N			-	-	-	118,979	-	118,979	118,979
7	N Lakeside Dr - Wellesley Dr to Duke Dr			-	-	-	-	516,001	516,001	516,001
7	Wellesley Dr - N Lakeside to Notre Dame Dr			-	-	-	-	153,405	153,405	153,405
7	Notre Dame Dr - Wellesly Dr to Harvard Dr			-	-	-	-	251,027	251,027	251,027
7	Harvard Dr - N Lakeside Dr to Notre Dame Dr			-	-	-	-	125,513	125,513	125,513
7	Snowden Dr - 12th Ave S to 8th Ave S			-	-	-	-	80,129	80,129	80,129
7	Collier Ave - Snowden Dr to Lake Osborne Dr			-	-	-	-	65,560	65,560	65,560
7	11th Ave South - A St. to H St.			-	-	-	-	269,084	269,084	269,084
7	South G St. - 9th Ave S to 11th Ave S			-	-	-	-	109,907	109,907	109,907
	Sub-Total	-	-	-	539,643	64,582	619,877	1,570,628	2,794,728	2,794,728
D. Garage										
9	Fleet Replacement	50,000	-	100,000	100,000	100,000	-	-	300,000	350,000
11	UT Local Sewer vehicles		275,000	325,000	135,000	-	-	-	480,000	735,000
13	UT Water vehicles		-	80,000	-	-	-	-	80,000	80,000
	Sub-Total	50,000	275,000	505,000	235,000	100,000	-	-	840,000	1,165,000
E. Park of Commerce (POC)										
15	POC Phases I & II - See Project Worksheets	500,250	700,000	3,350,000	-	-	-	-	3,350,000	4,550,250
	Sub-Total	500,250	700,000	3,350,000	-	-	-	-	3,350,000	4,550,250
Public Services Total:		550,250	1,520,440	4,358,704	1,986,695	1,321,166	1,718,277	3,086,478	12,471,320	14,542,010
II. LEISURE SERVICES DEPARTMENT										
A. Golf Course										
17	Golf Course Shed Replacement	-	-	-	35,000	-	-	-	35,000	35,000
	Sub-Total	-	-	-	35,000	-	-	-	35,000	35,000
Leisure Services Total:		-	-	-	35,000	-	-	-	35,000	35,000
III. UTILITY - ELECTRIC										
A. Electric - Power Generation										
19	MU 1&5 Overhaul & Generator Rebuild	-	-	-	400,000	-	-	-	400,000	400,000
21	Power Plant Roofing Coating	-	-	150,000	-	-	-	-	150,000	150,000
	Sub-Total	-	-	150,000	400,000	-	-	-	550,000	550,000

FY 2015 – 2019 Capital Improvement Plan

Page #	Departments / Divisions Project Description	Estimated Expenditures		Fiscal Year	5 Yr Total	Total Project				
		thru 9/30/13	FY14 Bud	2015	2016	2017	2018	2019	FY 2015-2019	Estimate
	III. UTILITY - ELECTRIC									
	B. Electric - Transmission & Distribution									
23	System Relays Upgrade	127,167	125,000	125,000	125,000	-	-	-	250,000	502,167
25	138 KV Tie Line Addition	-	-	-	-	-	4,000,000	-	4,000,000	4,000,000
27	15th Avenue South Sub-Station	-	-	380,000	-	-	-	1,390,000	1,750,000	1,750,000
29	Capital Equipment for Long Range Plan	-	-	720,000	-	-	-	-	720,000	720,000
31	26.4 KV Sub Transmission Loop - North	80,000	80,000	80,000	420,000	-	-	-	500,000	660,000
33	26.4 KV Sub Transmission Loop - South	-	-	80,000	-	80,000	80,000	520,000	760,000	760,000
35	4th Ave North Sub-Station	-	-	100,000	680,000	970,000	-	-	1,750,000	1,750,000
37	18th Ave North Sub-Station	-	360,000	1,390,000	-	-	-	-	1,390,000	1,750,000
39	6th Avenue South Sub-station	-	-	360,000	190,000	50,000	-	-	600,000	600,000
	Sub-Total	207,167	565,000	3,215,000	1,415,000	1,100,000	4,080,000	1,910,000	11,720,000	12,492,167
	Utility - Electric Total:	207,167	565,000	3,365,000	1,815,000	1,100,000	4,080,000	1,910,000	12,270,000	13,042,167
	IV. UTILITY - WATER & SEWER									
	A. Water Distribution									
41	2" Watermain Replacement	-	-	500,000	2,700,000	2,700,000	2,700,000	2,700,000	11,300,000	11,300,000
43	Watermain - Lake & Lucerne, G, J, K, L, M St	-	-	-	80,000	800,000	-	-	880,000	880,000
45	Watermain - Lake & Lucerne & FEC	-	-	-	-	150,000	-	-	150,000	150,000
47	Watermain Install - O St & S. Palmway	-	-	-	62,000	410,000	-	-	472,000	472,000
49	Watermain Repl-Yr #6 LW2020 -See Sewer	-	-	-	-	-	-	435,000	435,000	435,000
	Sub-Total	-	-	500,000	2,842,000	4,060,000	2,700,000	3,135,000	13,237,000	13,237,000
	B. Water Treatment									
51	Well # 4 New Constr	-	-	-	-	-	-	80,000	80,000	80,000
53	Well # 16,17,18 Raw Wtr Main Constr	69,500	1,223,205	-	120,000	120,000	-	-	240,000	1,532,705
55	Well # 12 New Constr	-	20,000	380,000	-	-	-	-	380,000	400,000
57	Well # 17 New Constr	-	-	60,000	662,000	-	-	-	722,000	722,000
59	Well # 18 New Constr	-	-	-	58,900	662,000	-	-	720,900	720,900
61	Ground Storage Tank Repairs	-	-	-	-	-	80,000	-	80,000	80,000
63	HS Pumps # 3, 4, 5 Repl	-	-	-	40,000	400,000	-	-	440,000	440,000
	Sub-Total	69,500	1,243,205	440,000	880,900	1,182,000	80,000	80,000	2,862,900	3,975,605
	C. Local Sewer Collection & Pumping									
65	15th Ave S. & Fordham Sewer Lining	-	580,000	60,000	-	-	-	-	60,000	640,000
67	Global Manhole Rehabilitation Lining Project	87,000	-	250,000	100,000	100,000	100,000	100,000	650,000	737,000
69	Lift Station # 4 Coll Main Replacement	-	-	40,000	400,000	-	-	-	440,000	440,000
71	Collector Main Rehabilitation	-	-	200,000	200,000	200,000	200,000	200,000	1,000,000	1,000,000

FY 2015 – 2019 Capital Improvement Plan

Page #	Departments / Divisions Project Description	Estimated Expenditures		Fiscal Year	5 Yr Total FY 2015-2019	Total Project Estimate				
		thru 9/30/13	FY14 Bud	2015	2016	2017	2018	2019		
	IV. UTILITY - WATER & SEWER									
	C. Local Sewer Collection & Pumping									
73	Sewer Rehab 3rd Ave North	-	-	-	50,000	700,000	-	-	750,000	750,000
75	Replace Lift Station # 12						40,000	400,000	440,000	440,000
NA	Watermain Repl-Yr #6 LW2020 -See Water	-	-	-	-	-	-	152,071	152,071	152,071
	Sub-Total	87,000	580,000	550,000	750,000	1,000,000	340,000	852,071	3,492,071	4,159,071
	D. Regional Sewer Collection & Pumping									
77	Master Pump Station Control Improvement	-	-	250,000	-	-	-	-	250,000	250,000
79	6th Ave Interceptor Rehabilitation	-	-	-	-	-	50,000	500,000	550,000	550,000
	Sub-Total	-	-	250,000	-	-	50,000	500,000	800,000	800,000
	Utility - Water & Sewer Total:	156,500	1,823,205	1,740,000	4,472,900	6,242,000	3,170,000	4,567,071	20,191,971	22,171,676
	V. INFORMATION TECHNOLOGY									
81	Computer Workstation Upgrades	224,500	50,000	50,000	50,000	50,000	50,000	50,000	250,000	524,500
83	Network Infrastructure Replacement	114,000	45,000	30,000	45,000	45,000	45,000	45,000	210,000	369,000
85	Computer Server Upgrades	40,000	50,000	-	50,000	50,000	50,000	50,000	200,000	290,000
87	Microwave Wireless Expansion	-	-	-	-	-	-	-	-	-
87	Network Infrastructure Redundancy	-	-	30,000	-	-	-	-	30,000	30,000
89	Data Recovery - Offsite Storage & Backup	-	-	30,000	-	-	-	-	30,000	30,000
91	Microsoft Enterprise System	-	35,000	50,000	50,000	50,000	-	-	150,000	185,000
93	Contracts Management Software	-	-	30,000	-	-	-	-	30,000	30,000
95	IBM i-Series Server Upgrade	-	-	125,000	-	-	-	-	125,000	125,000
	Information Technology Total:	378,500	180,000	345,000	195,000	195,000	145,000	145,000	1,025,000	1,583,500
	Grand Total:	1,292,417	4,088,645	9,808,704	8,504,595	8,858,166	9,113,277	9,708,549	45,993,291	51,374,353
	5 Yr Total Percentage (%)			21%	18%	19%	20%	21%	100%	



CITY OF LAKE WORTH

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

AGENDA DATE: September 23, 2014, Special Meeting

DEPARTMENT: Finance

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-24 - Second Reading and Public Hearing- designate the restricted/committed/assigned fund balances for Fiscal Year 2014 in accordance with GASB 54.

SUMMARY:

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

BACKGROUND AND JUSTIFICATION:

Summary of Statement No. 54

Fund Balance Reporting

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

The classifications are:

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

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

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

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

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

MOTION:

I move to approve/disapprove Ordinance No. 2014-24 on second reading to designate the Committed Fund Balances for Fiscal Year 2014 in accordance with GASB 54.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

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ORDINANCE NO. 2014-24 OF THE CITY OF LAKE WORTH, FLORIDA, ESTABLISHING COMMITTED FUND BALANCES; DESIGNATING THE CITY MANAGER TO ASSIGN FUND BALANCES IN ACCORDANCE WITH THE CITY OF LAKE WORTH CODE; AND PROVIDING FOR THE EFFECTIVE DATE.

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

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

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

WHEREAS, GASB #54 requires that the City Commission to designate fund balances as committed fund balances (or fund types if actual fund balance is not known) by September 30, 2014 or prior thereto; and

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

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

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

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

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

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

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The passage of this Ordinance on first reading was moved by 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 9th day of September 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 23rd day of September, 2014.

CITY OF LAKE WORTH, FLORIDA

Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

ATTACHMENT 1

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Committed Fund Balance

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

Special Revenue Funds

Beach

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

Utility Conservation

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

Parking Improvement

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

Beautification Fund

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

Foreclosure Fund

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

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Simpkin Trust

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

Library Endowment Fund

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

Library Trust

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

Golf

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

**MINUTES
CITY OF LAKE WORTH
SPECIAL MEETING OF THE CITY COMMISSION
SEPTEMBER 5, 2014 – 5:30 PM**

The meeting was called to order by Mayor Triolo on the above date at 5:33 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. PLEDGE OF ALLEGIANCE:

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

Consensus: To allow question and answer dialogue with the public providing comments.

3. NEW BUSINESS:

A. Discuss the August 26, 2014, election process and disenfranchisement of voters

City Attorney Torcivia explained that there was a Primary and Referendum Election held on August 26, 2014, for Lake Worth and many communities. Afterwards, there were many voters who were disenfranchised over the election process and issues they experienced. He said the purpose of this meeting was to hear from disenfranchised voters.

The new election process included pollworkers' use of iPads to verify voter registrations instead of the former voter registration books. He said many pollworkers were not able to find the registered voter names, which explained the increase of votes by Provisional Ballot. He explained the Provisional Ballot process and said the sealed ballots were to be placed in a sealed box. Several voters, who voted by Provisional Ballots, were given back their ballot and allowed to vote in person.

He said those attending the Canvassing Board meeting to observe the members reviewing the Provisional Ballots were Mayor Triolo, City Clerk Lopez, and either he or the Assistant City Attorney or both during some portion of the meeting. This Board was subject to the Sunshine Law; however, he said that, when he was in attendance, he saw that there was no microphone used and many of the individuals in attendance could not hear the Board's discussion and determination of whether or not to count the Ballot and the reasons why.

His office made a public record request to the County Supervisor of Elections to inspect the Provisional Ballots and it was found that fourteen of the voters' Provisional Ballots were not counted because pollworkers made mistakes and did not fill out the Provisional Ballots. The questions being asked are: whether the Canvassing Board met in the Sunshine, did the Board members properly count the Provisional Ballots, and should those Ballots have been counted because the voter was not at fault. He cited some examples of disenfranchised voters who were turned away from the polling location and not able to come back to vote.

Mayor Triolo said that she asked the Canvassing Board members why the Provisional Ballots were not counted due to pollworker error and if there was a law or policy that addressed Provisional Ballots that were properly filled out by voters but not counted because of pollworker clerical error. She also stated that she observed Canvassing Board members conversing outside of the Sunshine Law. At one point during the Canvassing Board recess, the County Supervisor of Elections announced to those in attendance that it appeared two cartridges were not read, but they were not Lake Worth. She later came back and said the cartridges were from Lake Worth precincts and that it appeared the cartridges came from one of the polling locations with two precincts. The Supervisor of Elections advised that one of the cartridges was read and the other not and that she would delete the previously read cartridges and reload them both. When the Supervisor of Elections returned, she stated that both cartridges were originally counted because the vote results were the same.

City Attorney Torcivia said the Supervisor of Elections was charging \$400 for data requested through his public records request and was waiting for a response explaining the expenditure. The purpose of this meeting was to determine if there were enough issues to move forward and make an issue of the election process.

Commissioner McVoy said there were many residents dedicated to democracy. Everyone had an opportunity to vote and everyone had a commitment to do that. The comments raised have caused him to have serious concerns. He said he had detailed knowledge to evaluate the Supervisor of Elections job. Every effort should be made to get the votes. He said he had concerns about the City Attorney's comments regarding the Canvassing Board. If the concerns were county-wide, then he supported hearing from Lake Worth citizens to make sure they were legally applicable. Then the City may want to step back and work with other communities to see if Lake Worth's issues were unusual or proceed collectively with other communities with the Supervisor of Elections.

Mayor Triolo announced that it was time for public comment.

Peggy Fisher said she voted early in the morning and did not have an issue; however, outside the polling location a voter said that a pollworker was

suggesting how he should vote. That behavior was against the law and they should not be doing that or influencing the voter. The integrity of the vote was needed and every vote counted. She said she saw pollworkers pulling Provisional Ballots out of a box or pulling them from everywhere. She said that everyone who was a legal voter should have their vote counted.

Vice Mayor Maxwell asked if the Precinct Clerk had a key to the Provisional Ballot box.

City Attorney Torcivia asked the individuals making comments to provide him with the names of those people being referenced and the precinct location in case this issue went to court.

Ms. Fisher responded that her observations were at the First Congregational Church on North K Street.

Retha Lowe said she was frustrated with voting ever since her polling location was moved. She now voted at Oasis Health and Rehabilitation Center, there were no signs to get inside the Center, and no parking for the voters. There were three different doors into the Center. She said she had her identification with her and it took the pollworker six or eight times to zip it through the iPad before she was allowed to vote. There were three or four people behind her that were turned away because they were at the wrong precinct. She said four people lived in her house, the pollworker could not find her husband's information, he was told he could not vote, and her brother-in-law's Provisional Ballot was not counted. She said she was angry because voters were being turned away, the pollworker could not find her daughter and son in the voter registration system, she saw people getting angry and leaving the precinct, voters were not told to fill out a Provisional Ballot, no one called her family to come back and vote in person, and no one from the Supervisor of Elections Office came to fix the problem. She asked that the precinct be moved from the nursing home and said voters should not have to pay for pollworkers' mistakes.

City Attorney Torcivia commented that voters used their finger instead of a pen to sign the iPad. He asked how the pollworkers verified the signatures.

Vice Mayor Maxwell said it took the pollworker several minutes to find his name in the voter registration system and that he also had a problem signing on the iPad. He said he was told that no one from the Supervisor of Elections Office showed up to fix the problems at the Oasis Health and Rehabilitation Center. He asked why no one from the Supervisor of Elections Office was dispatched to the precinct because there were 45 "Super Pollworkers" in the field.

Ms. Lowe said she went back to the precinct later in the day and saw six people who were told to vote someplace else. When her husband went to

vote, there were four people who did not get a chance to vote.

Mayor Triolo said there were five to seven Provisional Ballots not counted because the voters voted in the wrong precinct.

Michael Mahoney said he went to vote at 9 AM at the First Congregational Church, gave the pollworker his driver license and voter registration card, and was told that they had no record of him. He said he filled out a Provisional Ballot, the pollworker did not place it in a box, and his Provisional Ballot was handed to a lady. He said he heard that people were told to go back and vote in person and that their Provisional Ballot would be pulled to allow the voter to vote in person. He said he never saw his Provisional Ballot. There were five people that came to vote and four of the five were told to fill out a Provisional Ballot. One of the individuals was given the Provisional Ballot and told to file at another place. Four of the voters were in the correct precinct, but had to vote by Provisional Ballot. He commented that the Provisional Ballots should have been dropped into a sealed box and not allowed to be taken back out.

Mayor Triolo commented that, during the Canvassing Board meeting, a reporter from the Palm Beach Post asked how voters could find out if their vote was counted or not. The Supervisor of Elections responded that voters were given an informational paper telling them that they had to call a telephone number or go online to find out if their Provisional Ballot was counted or not.

Mr. Mahoney responded that he would contact the other four voters and provide their names to the City Attorney.

City Manager Bornsten asked if pollworkers provided information to those voters who had to vote by Provisional Ballot on who to contact about the status of their Provisional Ballot.

Commissioner Amoroso left the meeting at 6:25 PM.

Vice Mayor Maxwell commented that voting by Provisional Ballot should be the last resort option to vote.

Commissioner Amoroso returned to the meeting at 6:28 PM.

Ginny Powell said she was disappointed that she could not offer constructive comments about the \$63.5 million bond question. She said it sounded like there were legitimate concerns by the voters, which needed to be addressed. She said she voted by absentee ballot, had no problem, and received a new voter registration card showing her new precinct location. She commented that she had concerns about the bond referendum process before the election and had constructive ideas that would not cost the taxpayers \$63.5 million.

David Winters commented that he voted early in the morning at the First Congregational Church and the iPad bar code could not find his name so he had to vote by Provisional Ballot. He said he was called by a pollworker at his precinct to come back and vote in person. He said he called the Supervisor of Elections Office three times to find out the status of his Provisional Ballot and called again today. He said voting was a privilege and asked why his Provisional Ballot was not counted due to a pollworker's error. He said he was disenfranchised because the Provisional Ballots were not counted due to pollworker error. He commented that his driver license was issued three months ago and could not be scanned.

City Attorney Torcia advised that, according to law, the ballot of a person shall be counted unless the Canvassing Board determined that the voter was not eligible to vote.

Vice Mayor Maxwell asked if it was the Supervisor of Election's policy to have pollworkers call voters, who filed a Provisional Ballot, to come back and vote in person.

Mayor Triolo commented that Ms. Lowe's family was not called back so it was not a policy or it was not a consistent policy.

City Manager Bornstein asked if Mr. Winters received instructions on who to contact for the status of his Provisional Ballot.

Mr. Winter's replied that he did not receive any instructional information.

Helen Vogt Greene said she wrote an article for the Lake Worth Herald because her voting experience was interesting. She said she arrived at the First Congregational Church at 7:15 AM, and the entrance into her precinct had been changed. Use of iPads by pollworkers was a new process; however, she gave them her driver license but was told she was not eligible to vote. There were four other voters who were in the similar situation. She said the process was the same as stated by Mr. Mahoney. The pollworkers were not prepared. The Precinct Clerk did not know what she was doing and she said she suggested the Clerk call the Supervisor of Elections Office to find out what to do. At that time, the word "Provisional Ballot" was not brought up. She said she did receive a Provisional Ballot, filled it out, and handed it to the pollworker. The pollworker was going to accept it, but I asked her to sign it first. She commented that the pollworker would not have signed her Provisional Ballot had she not suggested it. She said her Provisional Ballot was set aside along with other papers. Both her husband and neighbor had similar problems, and they partially filled out Provisional Ballots. She said she told them both to make sure the pollworker signed the ballots. She commented that the print on the Provisional Ballot was small and found out later that magnifying glasses were available, but was not told. She said that, at some point, the problem was fixed, and her husband and

neighbor voted without the Provisional Ballot. She commented that she went back to the precinct, a pollworker removed her Provisional Ballot and gave it to a Super Pollworker, and she was allowed to vote. One of four voters was very frustrated and could not vote because she had to go to work. There was also a gentleman who was also frustrated and did not vote. She said it took her about one hour to vote and there were five people who were not given an opportunity to vote.

Commissioner Amoroso asked if the box containing Provisional Ballots was suppose to be locked.

City Attorney Torcivia replied that he did not have that conversation with the Supervisor of Elections because his staff was not allowed to photocopy the Provisional Ballots. Once a voter submitted a Provisional Ballot, it was to be placed in a locked box.

Mayor Triolo left the meeting at 6:53 PM and gave the gavel to Vice Mayor Maxwell.

Dale Hulen said he voted at Lake Avenue and South A Street and was told by the pollworker that they could not find his name in the voter registration system. The pollworker filled out everything for him on the Provisional Ballot envelope, he signed the envelope, and placed it into a sealed box. He said he voted at 9 AM and, at that time, there were already so many Provisional Ballots in the box that it had to be shaken to get his in.

Jo-Ann Golden commented that the purpose of this meeting was a good thing to have and knew that there were a lot of issues with the election. She said she supported getting other communities involved and had a problem with the process. There were issues with voters knowing where to vote; however, that was the voter's responsibility. There was a need for the Canvassing Board members to have spoken up for everyone in attendance to hear. There were 1,400 disenfranchised voters when the height restriction issue was on the ballot. The legal process was important and votes should count. She said she was ashamed that the process was so lax and more pollworker training was needed. She commented that it took her one hour to vote. There was a need to join with other municipalities to tighten up the process. She said South E Street and 10th Avenue South was under construction and it was difficult to get to the polling location.

Commissioner Amoroso commented that the Shuffleboard Courts used to be a polling location, but there was no sign or documentation telling voters where they needed to vote. He said City staff did not know where to send the voters.

Loretta Sharpe said that between 1:30 and 2 PM she visited the First Congregational Church precinct just as Susan Bucher, the Supervisor of Elections, was coming out of the precinct. She said she told Ms. Bucher

that she had never experienced an election where voters were stomping out or filing Provisional Ballots. She said that Ms. Bucher replied that every Provisional Ballot would be counted. Ms. Bucher then asked her to call Lori Miller to come back to the precinct and vote in person, and that the pollworker would remove her Provisional Ballot. She said that the box to place Provisional Ballots then would not have been locked.

Commissioner McVoy said he was concerned that people were voting by Provisional Ballot then allowed to come back and vote in person.

Vice Mayor Maxwell said he received a phone call between 8:30 and 9 AM about voters leaving the First Congregational Church precinct. He then called the City Clerk who would follow up and call the Supervisor of Elections. He said the technical problem was fixed around 10 AM.

Elise Latorre said she could attest to the problems that she had heard. She said she arrived early to vote, had changed her voter registration address, and was told to vote by Provisional Ballot. She said the box to place Provisional Ballots was not locked. She commented that she went back to the precinct later, voted in person, and her Provisional Ballot was removed from the box. A pollworker told her how she should vote at Precinct 3046 and how everyone was voting. She said she called the Supervisor of Elections Office about what the pollworker was doing and was told that the pollworker would be removed. Ms. Bucher knew about the issue and responded back to her at 10:15 AM. She said she took her neighbor to vote at noon because the technical problem was fixed, a pollworker removed her Provisional Ballot, and handed it to her. She said she retained the Provisional Ballot, threw it away when she got home, and voted in person. At noon, the pollworker who was suppose to have been removed was still working at the poll.

Mayor Triolo returned to the meeting at 7:13 PM and resumed the gavel.

Commissioner McVoy commented that he was concerned with any pollworker telling people how to vote.

Mayor Triolo said pollworker's told people how to vote and about the results before the ballots went to the Supervisor of Elections. She said the Provisional Ballots needed to be placed into a locked box.

Jon Faust said he used to vote on South M Street, then it was changed to the Shuffleboard Courts. He commented that he went to the Shuffleboard Courts to vote at 11 AM, but was directed to vote at Our Savior Lutheran Church on South A Street. There were three people at the precinct with three different iPads, said he was told to vote at South M Street, and was allowed to vote; however, the Precinct number was not on the outside signs. He said he received a sample ballot in the mail, but did not receive notification that his polling location had changed nor receive a new voter

registration card. He commented that he was in his precinct from 11:30 AM until 12:05 PM and said he was wondering how many people did not vote because of the problems.

Peter Timm asked why everyone was at the meeting. The City lost the bond issue by 25 votes. He said he had no problem voting, but was concerned that the City would spend a lot of money to change something. He said he was hearing more hearsay than fact.

Mayor Triolo explained that the purpose of the meeting was about everybody's right to vote.

Brian Elyer said he voted at 7:15 AM at the First Baptist Church on South M Street. He handed the pollworker his driver's license, his name came up in the registration system, but was told he needed to change his address. The Precinct Clerk called the Supervisor of Elections Office for technical support and was told that he had to file a Provisional Ballot. Ms. Bucher got on the phone with the Precinct Clerk so she knew there was a problem at this precinct at 7:30 AM. The Precinct Clerk was told to write something on his Provisional Ballot and let him vote. He said between 40 and 60 people were told to go to other precincts and heard that this issue was occurring at every polling location.

Mayor Triolo read the comment written by Laurence McNamara. Mr. McNamara wrote about the ballot issue and not on the election process.

Mayor Triolo read the comment written by Barbara Jean Weber. Ms. Weber wrote that there was obviously a problem. [She wrote asking] what did you, as a Commission, intend to do. Please join other communities and get this situation cleared up. Could [the City] sue the Supervisor of Elections or anyone else? Could the Commission find out how to change the law controlling the pollworkers? Could the Mayor's question to the Supervisor of Elections be answered?

Mayor Triolo read the comment written by Marg Watson. Ms Watson wrote that she felt disenfranchised, not by the voting process, but by the Commission who ignored her vote in March and [was] now seeing the same process again. [She wrote that she] voted and [her] vote should count.

Michael Chase Flack said he showed up at the polling location in the morning. He and his partner never had a Florida driver's license, but his partner was told that he could not vote with an out of state driver's license. He used his federally issued identification, but was told that he could not vote. He said they both went home and got their passports, then returned and voted. He said he could not find a reason why the pollworker pushed him away. They had both voted in the past using the same identification. The Oasis Health and Rehabilitation Center polling location was a locked facility, and their staff would not let him in at 7:15 AM for patient security

reasons. He said he did not understand why this was a voting location.

City Attorney Torcivia commented that a State identification was allowable proper voter identification, and Mr. Flack and his partner were allowed to vote in the past.

Greg Rice said his experience echoed the others. He voted at the First Baptist Church at 7 AM, gave the pollworker his driver's license, but the iPad could not read the license. The pollworker could not find him in the registration system and asked if he was sure he was in the right precinct. The iPad finally read his driver's license and he was allowed to vote. A lady next to him also had the same problem, but she could not stay and left. He said he did not know if the woman came back to vote. Lori Miller also had to vote by Provisional Ballot. Ms. Miller told him that she spoke to someone and was told to go back and vote. Ms. Miller told him that she handed the pollworker her Provisional Ballot, which was then placed on a chair along with other envelopes. He said there was definitely a problem, and he appreciated the Commission having this meeting. Everyone's vote should count.

Commissioner Amoroso left the meeting at 7:38 PM and returned at 7:41 PM.

Tammy Pansa said that she did not come to the meeting to speak, did not care who won, and wanted everyone's vote to count. If the votes had not been counted, then she said she was not pleased. She said she would not have wanted to win an election unfairly. She commented that she voted early because it was easier and did not understand why the process was so difficult. Since moving to Lake Worth, she said she had voted in four different locations.

City Attorney Torcivia asked which direction the Commission wanted to go. Did they want him to follow up with those individuals who spoke tonight in case there was a lawsuit while the witnesses' memories were fresh. Some options were: 1) file a potential lawsuit for the conduct of the election and ask a judge to look at the August 26, 2014, election on whether it was done fairly; 2) pursue the Sunshine Law and if the Canvassing Board was done in compliance with the Sunshine Law; and 3) the issue of how the Supervisor of Elections handled his public records request. Since the City was not challenging the election results, there was no time limit. He said he could contact other municipalities and have a joint effort.

Mayor Triolo commented that, if a pollworker made a mistake, there had to be a rule as to why the Provisional Ballot would not have been counted.

Commissioner Amoroso said the issue was about everyone's right to have their vote counted.

Commissioner Szerdi said he was uncomfortable only signing an iPad as evidence that he was present and voted. He supported feedback on how the technology was going and why it was changed. He said he was interested in knowing if other municipalities held similar work sessions or were planning to schedule them. He asked if there was an interest in collectively getting information and giving it to the Supervisor of Elections.

Commissioner McVoy commented that he was not crazy about moving in the direction of a lawsuit; however, it seemed clear to him that there were technical difficulties early in the day. There was room for improving training on placing or accessing Provisional Ballots. He suggested putting together a list of concerns and sending them to other communities.

Vice Mayor Maxwell said no one would ever know how many people left the polls or how many Provisional Ballots were cast and accepted. Voters were told how to vote by a pollworker. The issues came from poor pollworker training by the Supervisor of Elections. There was a need for improvement of the Supervisor of Elections' credibility and running a successful election. He asked if the City was qualified to do an investigation of the election or should it be done by the State of Florida or Department of Justice.

City Attorney Torcivia replied that the Department of Justice should not, but the Attorney General or Secretary of State could investigate if the City gathered the facts. He said he would bring more information to the Commission at their next meeting on September 9, 2014. The election was held on August 26, 2014, but he would dig a little more, do research, and report back to the Commission. The more information the City gathered, the better the chances that another agency would run with it.

Vice Mayor Maxwell suggested the City Attorney identify the process and move forward to make sure the process was followed. He asked if the City should turn the investigation over to another agency.

Commissioner Szerdi asked if the Commission wanted to reach out to other cities to collect their feedback.

Consensus: To reach out to other cities to see what they were experiencing.

Commissioner McVoy commented that other communities' experiences would add strength to any list of issues that were observed. He supported the Commission "blessing" the list with a vote. He asked the City Attorney to prepare something.

City Attorney Torcivia agreed to prepare something. He said he heard much and could put something together and work with the City Clerk to prepare a list.

4. **ADJOURNMENT:**

Action: Motion made by Commissioner Szerdi and seconded by Commissioner McVoy to adjourn the meeting at 8:09 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: September 23, 2014

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

**MINUTES
CITY OF LAKE WORTH
SPECIAL MEETING OF THE CITY COMMISSION
SEPTEMBER 9, 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; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and John Szerdi. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

2. INVOCATION:

The invocation was offered by City Manager Bornstein.

Mayor Triolo asked for a moment of silence in memory and honor of John Tsakon, former co-owner of Benny's on the Beach Restaurant.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Christopher McVoy.

4. AGENDA - Additions/Deletions/Reordering:

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

- (Delete Consent Agenda, Item F) Resolution No. 51-2014 – establish the rates and charges for the City sub-regional sewer utility;
- (Delete Consent Agenda, Item I) Resolution No. 54-2014 – declare intent to abandon the ingress and egress access interest and schedule the public hearing date for September 23, 2014; 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. Update provided by the City Library Board

Sam Goodstein, Board Member, provided an update on the Library Trust Fund balance, Library's budget, cost/user breakdown for Fiscal Year 2014,

Library activities, use of Library resources, and Friends of the Library grant.

B. Update provided by Mango Groves Neighborhood Association

Greg Rice, President, displayed pictures of cottages in Mango Groves and provided an update on the Mango Groves Neighborhood Association's activities and goals.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner McVoy: commented that the Commission heard a lot of voters' experiences about the August 26, 2014, referendum election during a special meeting held on September 5, 2014; however, did not hear from the public about the General Obligation Bonds debt. It was important to recognize that a lot of voters turned out to vote. There was a need to commit to hearing about a plan that had wide-spread support. He supported reaching out to the community and asking for their input. He asked for a time and mechanism to start the process of finding a better way to finance the projects included in Lake Worth 2020. He commented that he received requests for traffic calming and asked if it could be elevated to help the community.

Vice Mayor Maxwell: said he had the opportunity to attend a meeting in Boynton Beach with elected officials to discuss sober houses. In Lake Worth, there were an inordinate amount of sober homes. He commented that there was a lot of insurance abuse through these types of business models. There was a fear that people being treated were not getting the help they thought. The brainstorming meeting was about tightening regulation or creating a mechanism to prevent abuse so that the services were provided. He said there was not a high awareness of the sober house issues and many operators were hiding behind the Americans with Disability Act and Fair Housing regulations.

Commissioner Szerdi: said he was the Commission's liaison with the Neighborhood Association Presidents Council, they met last weekend, and he had an opportunity to listen to what was happening in the neighborhoods. The Front Porch celebrated their first anniversary on September 5, 2014. He announced that College Park Neighborhood Association set up a neighborhood crime watch, which was challenging for other neighborhood associations to start. He said he wanted to encourage other neighborhood associations to start their crime watch. He announced Commissioner Amoroso's beach cleanup event was held and that he was getting money together to purchase pressure cleaning washers to clean the City's sidewalks.

Commissioner Amoroso: announced that there were over 130 volunteers at

the beach cleanup event last weekend; Evenings on the Avenue began on September 5, 2014;, and he attended a new fire truck dedication at Station 91 today. He said Congresswoman Frankel held her regional meeting at Lake Worth's City Hall to provide updates to her constituents on September 3, 2014.

Mayor Triolo: said she was disappointed that the Palms West Chamber of Commerce cancelled the Triathlon event in Lake Worth. She said she wanted to have discussion with the Chamber of Commerce about other events. She thanked Vice Mayor Maxwell and Commissioner Szerdi for being with her at Evenings on the Avenue on September 5, 2014, when they were all doused with ice-bucket water. She thanked everyone for attending Evenings on the Avenue.

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, Bob Lepa, Mary Lindsey, and Peggy Fisher.

The following individual spoke on an issue written on her comment card:

Sarah Parr said she supported the community pool, but was disheartened by the people who used it. She offered to help publicize the pool by offering pool discounted rates to members of her Zoo Health Club.

Comment/request summaries:

1. Commissioner Amoroso suggested the Leisure Services Director contact Ms. Parr to discuss her option.
2. Mayor Triolo commented that it was her job, as Mayor and Chairperson of Commission meetings, to listen to and have discussion at public meetings that stuck to the subject matter. Also for the Commission to do their homework on agenda items prior to meetings. The special Commission meeting held on September 5, 2014, had one item, which was to discuss the election process and disenfranchisement of voters. Anyone could listen to the audio and watch the video of that meeting on the City's website.
3. Commissioner Szerdi commented that he supported revisiting the City's infrastructure. There was factual data available on the condition of the City's roads and much information was available for the public to review. He supported contributing to the flag project along Dixie Highway for the Veterans Day Parade.

4. Mayor Triolo encouraged everyone to visit her facebook page and watch a short video about the City's infrastructure issue and need to come together as a community.

8. PUBLIC HEARINGS:

A. Resolution No. 44-2014 – First Public Hearing – establish the Fiscal Year 2014-15 tentative general City millage rate and schedule the second public hearing date for September 23, 2014

Mayor Triolo announced that the purpose of this meeting was to convene the public hearing on the Fiscal Year 2014-2015 proposed millage rate and adjusted tentative budget as required by Chapters 166 and 200 Florida Statutes and was advertised in the Truth-in-Millage (TRIM) notices sent to property owners by the County Property Appraiser. She announced that if anyone was present for the purpose of contesting their property value assessment, a petition for adjustment with the Value Adjustment Board should be filed by September 15, 2014. She advised that there were a number of actions relating to the adoption of the proposed millage rate and budget on the agenda. She announced the final public hearing on the millage and budget would be held at 6:00 PM on September 23, 2014.

City Attorney Torcivia provided an overview of the TRIM legislation.

City Manager Bornstein announced that one of the requirements of the TRIM legislation was to provide information about why a proposed millage rate could be higher than the rolled back millage rate. He said the proposed tentative millage adopted by the City in July for TRIM purposes was 5.4945 mills, which was a 9.459% increase over the rolled back rate of 5.0197. He announced that the millage proposed to fund the Fiscal Year 2014-2015 budget was the same as last year's 5.4945 mils and that the current year proposed aggregate millage rate would generate approximately \$527,571 more than the rolled back millage rate would have.

Barbara Hiller, Assistant Finance Director, explained the expenditures in the proposed budget totaled \$167,230,535 for all City funds. The proposed budget contained program changes relating to City operations that would help push forward economic recovery. She provided highlights of the proposed budget and explained programs and changes to the Electric and Water/Sewer Utility Departments, Refuse and Stormwater Collections, and Parking Rates. She provided information on the City-wide General Fund revenues and expenditures by category, General Fund expenditures versus revenues, pension contribution, budgeted versus actual use by Fund Balance, and General Fund controllable versus non-controllable costs.

City Manager Bornstein said the budget overview was presented to the Commission and public over the budget work session process. He explained the roll-back rate.

Mayor Triolo announced that it was time for public comment on both the millage and budget.

Loretta Sharpe said she did not think any city in Palm Beach County took a beating like Lake Worth, rolling back the millage rate was frivolous, and she supported increasing the millage rate.

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

RESOLUTION NO. 44-2014 OF THE CITY OF LAKE WORTH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF LAKE WORTH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Commissioner Amoroso left the meeting at 7:25 PM and returned at 7:27 PM.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve Resolution No. 44-2014 which adopted a tentative operating millage of 5.4945 for the 2014-2015 Fiscal Year and schedule the second public hearing date for 6:00 PM on September 23, 2014.

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

B. Resolution No. 45-2014 – First Public Hearing – adopt the Fiscal Year 2014-15 proposed City budget and schedule the second public hearing date for September 23, 2014

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

RESOLUTION NO. 45-2014, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Action: Motion made by Commissioner Szerdi and seconded by Vice Mayor Maxwell to approve Resolution No. 45-2014 on first public hearing to adopt the proposed Fiscal Year 2014-2015 annual operating budget of the City of Lake Worth and schedule the second public hearing date at 6:00 PM on September 23, 2014.

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

Mayor Triolo recessed the meeting at 7:39 PM and reconvened at 7:54 PM.

C. Ordinance No. 2014-22 – Second Reading and Second Public Hearing – amend LDRs

William Waters, Community Sustainability Director, explained that the ordinance was amended on first reading regarding parking which was incorporated into the ordinance presented tonight. Other than the amendment, he said the ordinance was the same as presented on first reading.

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-22 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES TO ADOPT MINOR REVISIONS TO THE CITY LAND DEVELOPMENT REGULATIONS BY AMENDING ARTICLE 1 GENERAL PROVISIONS, DIVISION 2, SECTION 23.1-12 DEFINITIONS; ARTICLE 2, DIVISION 1, SECTION 23.2-4 DEPARTMENT FOR COMMUNITY SUSTAINABILITY; ARTICLE 2, DIVISION 1, 23.2-6 SITE PLAN REVIEW COMMITTEE; ARTICLE 2, DIVISION 1 SECTION 23.2-9, SUMMARY ILLUSTRATIVE AUTHORITY; ARTICLE 2, DIVISION 2, SECTION 2-13 STAFF REVIEW; ARTICLE 2, DIVISION 2, SECTION 2.2-16 QUASI-JUDICIAL PROCEDURES; ARTICLE 2, DIVISION 3, SECTION 23.2-28 ADMINISTRATIVE ADJUSTMENTS/ADMINISTRATIVE USE PERMITS; ARTICLE 2, DIVISION 3, SECTION 23.2-29 CONDITIONAL USE PERMITS; ARTICLE 2, DIVISION 3, SECTION 23.2-30 SITE PLAN REVIEW; ARTICLE 3, DIVISION 1, SECTION 23.3-6 PERMITTED USE TABLE; ARTICLE 3, DIVISION 1, SECTION 23.3-13 MU-E-MIXED USE DISTRICT; ARTICLE 3, DIVISION 1, SECTION 23.3-18 MU-W MIXED USE-WEST DISTRICT; ARTICLE 3, DIVISION 1, SECTION 23.3-19 TOD-E TRANSIT ORIENTED DEVELOPMENT-EAST; ARTICLE 3, DIVISION 1, SECTION 23.3-20 TOD-W TRANSIT ORIENTED DEVELOPMENT-WEST; ARTICLE 3, DIVISION 1, SECTION 23.3-30 FEC CORRIDOR OVERLAY; ARTICLE 4, SECTION 23.4-10 OFF-STREET PARKING; CHAPTER 23, ARTICLE 5, SECTION

23.4-13, MEDIUM AND HIGH INTENSITY CONDITIONAL USES; ARTICLE 5, SECTION 23.5-1 SIGNS; ARTICLE 5, SECTION 23.5-3 NONCONFORMITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Ordinance No. 2014-22 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.

D. Ordinance No. 2014-23 – Second Reading and Public Hearing – establish candidate qualifying fee by resolution

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-23 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION; ARTICLE II, ELECTIONS OF THE CODE OF ORDINANCES TO AMEND SECTION 2-14.1, "CANDIDATE QUALIFYING PERIOD"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to approve Ordinance No. 2014-23 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.

9. APPROVAL OF MINUTES:

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

- A. City Commission Budget Work Session – August 12, 2014**
- B. City Commission Meeting – August 19, 2014**
- C. City Commission Budget Work Session – August 25, 2014**

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

Comment/request summary:

1. Commissioner Szerdi requested discussion on adjusting candidate's qualifying period.

10. **CONSENT AGENDA:**

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve the Consent Agenda, less Items F and I.

A. Resolution No. 46-2014 – submit an application for FY 2014-2015 State Aid to Libraries funding

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

RESOLUTION NO. 46-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES FOR GRANT FUNDS PROVIDED THROUGH THE STATE AID TO LIBRARIES PROGRAM IN THE ESTIMATED AMOUNT OF \$20,195; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

B. Resolution No. 47-2014 – establish the Fiscal Year 2015 fee and charges for City general government

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

RESOLUTION NO. 47-2014 OF THE CITY OF LAKE WORTH, FLORIDA, ESTABLISHING REASONABLE FEES FOR CITY SERVICES AND OTHER CHARGES FOR THE 2014-2015 FISCAL YEAR, AND PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

C. Resolution No. 48-2014 – establish the Fiscal Year 2015 rates and charges for the City electric utility

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

RESOLUTION NO. 48-2014 OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES, AND REGULATIONS FOR ALL ELECTRICITY SOLD BY THE CITY OF LAKE WORTH FLORIDA FOR USE OF ELECTRIC LIGHT AND POWER SYSTEM; ADJUSTING

THE GENERAL SERVICE AND ENERGY CHARGE RATES; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

D. Resolution No. 49-2014 – refuse collection special assessment

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

RESOLUTION NO. 49-2014 OF THE CITY OF LAKE WORTH, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LAKE WORTH, FLORIDA; IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY; APPROVING THE RATE OF ASSESSMENT; CONFIRMING, APPROVING AND ADOPTING THE SOLID WASTE ASSESSMENT ROLL FOR FISCAL YEAR 2014-15; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM COLLECTION METHOD AND PROVIDING AN EFFECTIVE DATE.

E. Resolution No. 50-2014 – stormwater special assessment

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

RESOLUTION NO. 50-2014 OF THE CITY OF LAKE WORTH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LAKE WORTH, FLORIDA; IMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY; APPROVING THE RATE OF ASSESSMENT; CONFIRMING, APPROVING AND ADOPTING THE STORMWATER ASSESSMENT ROLL FOR FISCAL YEAR 2014-2015; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM COLLECTION METHOD AND PROVIDING AN EFFECTIVE DATE.

F. (Deleted) Resolution No. 51-2014 – establish the rates and charges for the City sub-regional sewer utility

The following resolution was deleted from the agenda:

RESOLUTION NO. 51-2014 OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES FOR USE OF THE REGIONAL SEWAGE DISPOSAL SYSTEM OF THE CITY OF LAKE WORTH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS OR CONFLICTING PARTS OF RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

G. Resolution No. 52-2014 – establish the Fiscal Year 2015 rates and charges for the City local sewer utility

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

RESOLUTION NO. 52-2014 OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES FOR USE OF SEWAGE DISPOSAL SYSTEM OF THE CITY OF LAKE WORTH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS OR PARTS OF RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

H. Resolution No. 53-2014 – establish the Fiscal Year 2015 rates and charges for the City water utility

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

RESOLUTION NO. 53-2014 OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR WATER SYSTEM RATES AND CHARGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

I. (Deleted) Resolution No. 54-2014 – declare intent to abandon the ingress and egress access interest and schedule the public hearing date for September 23, 2014

The following resolution was deleted from the agenda:

RESOLUTION NO. 54-2014 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER THE ABANDONMENT OF THE INGRESS AND EGRESS INTEREST IN A 50 FOOT EASEMENT RESERVED FROM THE CONVEYANCE OF TRACT NO. 1 ACCORDING TO THE MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNT FLORIDA, AS RECORDED IN PLAT BOOK 5 PAGE 79 OF PALM BEACH COUNTY PUBLIC RECORDS AND BY WARRANTY DEEDS RECORDED AT ORB 2235 PAGE 1014 AND ORB 2771 PAGE 732 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY; SETTING A PUBLIC HEARING TO HEAR AND CONSIDER OBJECTIONS TO AND PROTESTS AGAINST THE PROPOSED ABANDONMENT; PROVIDING AN EFFECTIVE DATE.

J. Amendment No. 6 to an agreement with Hy-Byrd Inspection Services for plans review and inspections during Fiscal Year 2015

- K. Change Order No. 1 with B&B Underground Contractors for additional road work in the 14th and 15th Avenues North, North F Street, and Crestwood Blvd. Watermain Project**
- L. Settlement Agreement and General Release between Crystal Investments, Inc. et al and the City of Lake Worth**
- M. Lease Agreement with Palm Beach County Community Services Department/Community Action Program for use of the Osborne Community Center**
- N. Renew Health, Life, Short Term Disability and Vision/Dental coverage for Fiscal Year 2014-2015**

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. Adopt the Fiscal Year 2015 Capital Improvement Plan

Commissioner Amoroso left the meeting at 8:03 PM.

Barbara Hiller, Assistant Finance Director, explained that the 5-Year Capital Improvements Plan (CIP) was the City's blueprint for changes to the infrastructure of both the City and City government. This plan would help guide the departments in implementing the Commission's vision for the City's future. The CIP contained capital projects requested by Information Technology, Public Services, Utility Electric, and Utility Water and Sewer Departments.

Commissioner Amoroso returned to the meeting at 8:07 PM.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve the adoption of the Fiscal Year 2015-2019 Capital Improvement program, subject to changes based on the Fiscal Year 2014-2015 annual budget adoption on September 23, 2014.

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

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

B. Ordinance No. 2014-24 – First Reading – designate the restricted/committed/assigned fund balances for Fiscal Year 2014 in accordance with GASB 54 and schedule the public hearing date for September 23, 2014

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-24 OF THE CITY OF LAKE WORTH, FLORIDA, ESTABLISHING COMMITTED FUND BALANCES; DESIGNATING THE CITY MANAGER TO ASSIGN FUND BALANCES IN ACCORDANCE WITH THE CITY OF LAKE WORTH CODE; AND PROVIDING FOR THE EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Ordinance No. 2014-24 on first reading to designate the Committed Fund Balances for Fiscal Year 2014 in accordance with GASB 54 and schedule the public hearing date for September 23, 2014.

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

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

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION:

1) Update on the electric utility system

Clayton Lindstrom, Electric Utility Director, did not provide an update.

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 Electric Utility New Business items on the agenda.

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia provided the following report and update regarding the August 26, 2014, referendum election:

- Announced that he was in communication with the County Supervisor of Elections regarding his request for public records and photographing Provisional Ballots. He explained that the Primary Election was surrounded by use of Provisional Ballots.
- He cited the technological problems experienced, voters being turned away and not allowed to vote, Sunshine Law and the Canvassing Board, if Provisional Ballots were placed in locked boxes, proper training of pollworkers, pollworkers directing voters how to vote, and the location and accessibility of polling places. He said he would continue to do research.
- He reported that the County Supervisor of Elections' attorney said he would look into improper behavior of the pollworkers.
- He reported that he had asked the County Supervisor of Elections to explain their \$400 cost for public records and that, as of 4 PM today, he had not yet received an answer.

Comment/request summaries:

1. Commissioner McVoy commented that there was concern from the voters about the Oasis Health and Rehabilitation Center polling location, the number of issues at that location, and requested the Supervisor of Elections be asked to post signs at the former Shuffleboard Courts polling location.
2. Mayor Triolo commented that there was a Commissioner lacking in making his advisory board appointments. She commented that there was a need to address options when a Commissioner did not appoint members.

City Clerk Lopez responded that the advisory board appointment process had no provision regarding what could be done when a Commissioner did not make his or her advisory board appointments.

3. Commissioner Amoroso requested a copy of the Palms West Chamber of Commerce contract because it was holding back the City's ability to use Sheriff's Office deputies for events.

City Manager Bornstein replied that he would schedule discussion regarding the Chamber of Commerce and billing at the next Commission meeting.

15. CITY MANAGER'S REPORT

A. September 23, 2014 – draft Commission agenda

City Manager Bornstein did not provide a report.

16. ADJOURNMENT:

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to adjourn the meeting at 8:28 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: September 23, 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
WORK SESSION
SEPTEMBER 16, 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 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy (arrived 6:02), Andy Amoroso, and John Szerdi. 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. PRESENTATIONS

A. Proclamation declaring September 19, 2014, as International Talk Like a Pirate Day

Mayor Triolo read a proclamation declaring September 19, 2014, as International Talk Like a Pirate Day.

4. UPDATES/FUTURE ACTION/DIRECTION:

A. Update and Commission direction concerning the East Central Region Wastewater Facility Biosolids Improvement Project

Larry Johnson, Water/Sewer Utility Director, explained that the biosolids improvement project for the East Central Region Wastewater Reclamation Facility (ECR) was nearing critical design completion. He said the facility was located just east of the turnpike between Okeechobee Blvd. and 45th Street.

He commented that the City was one of five municipal members of the ECR Facility Board. The facility provided wastewater treatment, reclaimed water and disposal for the five members and seven sub-regional municipal members. The expense of this facility was included in the City's local sewer and regional sewer rates established by the Commission annually.

He explained in detail the average daily influent flow, challenges of the facility, history of the biosolids facilities, and new contract for biosolids disposal. He said the new project was designed to reduce biosolids' quantities below the maximum Solid Waste Authority Pelletizer capacity limit for 20 plus years at a 23% reduction. He provided information on the status

of the biosolids project and review and value engineering during the design phase. The result was a project scope that met Solid Waste Authority's requirements and provided treatment reliability relief. He cited other project benefits and favorable impact on Solid Waste Authority's Pelletization Facility.

He said the proposed bond payments, needed to fund the construction, were included in the City's Fiscal Year 2015 budget as pass through costs for the ECR. An 8% rate increase in Fiscal Years 2015-2019 was proposed. He advised that the estimated construction cost at 60% design was \$94,400,000; construction engineering services was \$7,548,000; and financing costs, which included the Debt Service Reserve Fund of \$9,700,000, was \$10,896,000. The total estimated bond cost was \$112,794,000. He commented that he just saw the estimated construction cost at 90% design, and it was still at \$94,400,000.

He said West Palm Beach was the ECR plant operator; ECR's legal opinion was that all five entities had to approve a change in operator; West Palm Beach, Palm Beach, and Palm Beach County had already indicated they would not approve a change in plant operator; the sale of the facility was not recommended; and the contract operation was technically feasible, with competitive Request For Proposal and performance criteria.

He asked for Commission direction on how he should vote, as the City's voting member, on the biosolids' project construction and contract operations request. He recommended not taking action at this time to see if there was something that could be done in the future.

He announced that there had always been an expectation that, once the design phase was completed, the construction phase would move forward. He said there was no cost impact for the plant operator issue.

Consensus: To move forward with the process and for staff to watch the costs closely.

5. ADJOURNMENT:

Consensus: To adjourn the meeting at 7:37 PM.

PAM TRIOLO, MAYOR

ATTEST:

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: September 23, 2014

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



CITY OF LAKE WORTH

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

AGENDA DATE: September 23, 2014, Special Meeting

DEPARTMENT: Finance

EXECUTIVE BRIEF

TITLE:

Resolution No. 55-2014 - amend the Fiscal Year 2013/14 budget for final revenue and expenditure variances.

SUMMARY:

This Resolution provides for a final true-up of the Fiscal Year 2013/14 budget.

BACKGROUND AND JUSTIFICATION:

The City's Comprehensive Financial Policies allow for amendment of the City's adopted budget. The purpose of this final amendment to the Fiscal Year 2013/14 budget is to provide appropriations for budget variances that have occurred due to expenditures varying from the anticipated appropriations.

Resources for the adjustments are available within each funds current budget and are transfers between departments within the fund except for:

- Grants Fund - to reflect the Urban Forest Grant
- Regional Sewer Fund - where a portion of net assets were used as a part of the annual contractually required true-up of charges to the Regional Sewer Customers.
- Fleet Management Fund - where monies from the reserve for future Capital expenditures is being utilized for the purchase of a truck for Refuse and

MOTION:

I move to approve/disapprove Resolution No. 55-2014 to amend the Fiscal Year 2013/14 budget.

ATTACHMENT(S):

Resolution

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2
3 RESOLUTION NO. 55-2014, A GENERAL APPROPRIATION RESOLUTION
4 OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE
5 STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET
6 AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE
7 CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES
8 OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE
9 FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER
10 30, 2014; AND PROVIDING FOR AN EFFECTIVE DATE.

11
12 WHEREAS, the City of Lake Worth, Florida (the "City") previously adopted
13 the FY 2014 Annual Operating Budget pursuant to Resolution 40-2013 on
14 September 30, 2013; and

15 WHEREAS, the City previously amended the FY 2014 Annual Operating
16 Budget pursuant to Resolution 04-2014 on January 7, 2014, resolution 25-2014
17 on May 6, 2014, and Resolution 32-2014 on June 7, 2014; and

18 WHEREAS, the City finds it is necessary and essential to amend the FY
19 2014 Annual Operating Budget as set forth in this Resolution; and,

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

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

24
25 Section 1. The above recitals are hereby ratified and confirmed as being true
26 and correct and are hereby incorporated into this Resolution.

27
28 Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall
29 mean the period of time beginning October 1, 2013, and ending and including
30 September 30, 2014.

31
32 Section 3 The funds and available resources and revenues that are set out
33 in Exhibit "A" and incorporated herein by reference, be, and the same hereby
34 are, appropriated to provide the monies to be used to pay the necessary
35 operating and other expenses of the respective funds and departments of the
36 City for the fiscal year.

37
38 Section 4. The sums, which are set out in Exhibit "A" and herein incorporated
39 by reference, listed as operating and other expenses of the respective funds
40 and departments of the City, be, and the same hereby are, appropriated and
41 shall be paid out of the revenues herein appropriated for the fiscal year.

42
43 Section 5. The revenues and the expenses for which appropriations are
44 hereby made, all set forth above, shall be as set out in the Amended City of
45 Lake Worth Operating Budget for the fiscal year as attached in Exhibit "A".

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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 23rd day of September, 2014.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

**City of Lake Worth
FY 2014
4th Budget Amendment**

EXHIBIT A
Resolution xx-2014
City of Lake Worth
FY2014 4th Budget Amendment
page 1 of 5

Code Remediation Fund

	FY 2014	FY 2014	FY 2014	FY 2014
	Original Budget	Revised Budget	4th Budget Amendment	Amended Budget
<u>Source of Funds</u>				
Transfers In	202,411	202,411	90,700	293,111
subtotal	202,411	202,411	90,700	293,111
Use of Fund Balance	92,414	116,414	-	116,414
Total Sources of Funds	294,825	318,825	90,700	409,525
<u>Use of Funds</u>				
Code Enforcement	294,825	318,825	90,700	409,525
subtotal	294,825	318,825	90,700	409,525
Reserve for future use	-	-	-	-
Total Uses of Funds	294,825	318,825	90,700	409,525
Fund Balance Analysis:				
Actual Available Fund Balance / Estimated	92,414	284,099	-	284,099
Use of fund balance	(92,414)	(116,414)	-	(116,414)
Estimated Remaining Fund Balance	-	167,685	-	167,685

**City of Lake Worth
FY 2014
4th Budget Amendment**

EXHIBIT A
Resolution xx-2014
City of Lake Worth
FY2014 4th Budget Amendment
page 2 of 5

Grants		FY 2014	FY 2014	FY 2014	FY 2014
		Original Budget	Revised Budget	4th Budget Amendment	Amended Budget
<u>Source of Funds</u>					
Federal Grants:					
Culture/Recreation		16,669	73,790		73,790
General Government		-	-		-
Physical Environment		1,837,396	2,300,542		2,300,542
Public Safety		27,469	9,636		9,636
Transportation		-	-		-
	Total Federal Grants	1,881,534	2,383,968	-	2,383,968
State Grants - culture/recreation					
-					
Grants From Local Units - culture/recreation					
-					
Miscellaneous Income					
-					
Transfers In					
-					
	subtotal	1,881,534	2,387,868	10,000	2,397,868
Use of Fund Balance					
-					
	Total Sources of Funds	1,881,534	2,607,639	10,000	2,617,639
<u>Use of Funds</u>					
CDBG - Wimbeley Gym	CD1104	-	200,000		200,000
CDBG - Infrastructure		1,047,396	1,280,542		1,280,542
ARRA Justice Assistance Grant	AR1003	27,469	73,803		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	10,472		10,472
LG1303 - Keep Palm Beach Beautiful	LG1303	-	3,900		3,900
Urban and Community Forest Program		15,000	15,000	10,000	25,000
Cycle for Transportation Alternatives Program		775,000	775,000		775,000
Transfers Out		-	83,740		83,740
	subtotal	1,881,534	2,607,639	10,000	2,617,639
Reserve for future use					
-					
	Total Uses of Funds	1,881,534	2,607,639	10,000	2,617,639
Fund Balance Analysis:					
Actual Available Fund Balance / Estimated					
-					
Use of fund balance					
-					
Estimated Remaining Fund Balance					
-					
Transfers out					
General Fund					
-					
Stormwater					
-					
-					
83,740					

9/16/2014

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**City of Lake Worth
FY 2014
4th Budget Amendment**

**EXHIBIT A
Resolution xx-2014
City of Lake Worth
FY2014 4th Budget Amendment
page 4 of 5**

Regional Sewer Fund

	FY 2014	FY 2014	FY 2014	FY 2014
	Original Budget	Revised Budget	4th Budget Amendment	Amended Budget
<u>Source of Funds</u>				
Physical Environment	4,947,692	4,947,691	-	4,947,691
Interest & other Earnings	40,000	40,000	-	40,000
subtotal	4,987,692	4,987,691	-	4,987,691
Use of Fund Balance	389,557	1,442,948	312,300	1,755,248
Total Sources of Funds	5,377,249	6,430,639	312,300	6,742,939
<u>Use of Funds</u>				
Pumping	4,306,384	4,396,384	(35,700)	4,360,684
Non-Department Other	303,325	4,800	669,000	693,800
Interfund Admin Services	338,389	338,389	-	338,389
Reserve for renewal and replacement	-	298,524	-	298,524
Capital Outlay	-	963,391	(341,000)	622,391
Depreciation	429,151	429,151	-	429,151
subtotal	5,377,249	6,430,639	312,300	6,742,939
Reserve for future use	-	-	-	-
Total Uses of Funds	5,377,249	6,430,639	312,300	6,742,939
<u>Net Assets Analysis:</u>				
Actual Available Net Assets / Estimated	3,737,419	20,173,960		20,173,960
Investment in joint venture		(18,662,012)		(18,662,012)
Use of Net Assets	(389,557)	(1,442,948)	(312,300)	(1,755,248)
Adjustment for Non Cash Item- Depreciation	429,151	429,151	-	429,151
Estimated Remaining Net Assets	3,777,013	498,151	(312,300)	185,851
Capital Outlay	-	963,391	(341,000)	622,391
* Non-Departmental	-	963,391	(341,000)	622,391

**City of Lake Worth
FY 2014
4th Budget Amendment**

EXHIBIT A
Resolution xx-2014
City of Lake Worth
FY2014 4th Budget Amendment
page 5 of 5

Fleet Management Fund

	FY 2014 Original Budget	FY 2014 Revised Budget	FY 2014 4th Budget Amendment	FY 2014 Amended Budget
<u>Source of Funds</u>				
General Government	872,700	872,700	-	872,700
Non-Operating Sources	515,000	775,000	85,000	860,000
subtotal	1,387,700	1,647,700	85,000	1,732,700
Use of Fund Balance	123,511	123,511	25,000	148,511
Total Sources of Funds	1,511,211	1,771,211	110,000	1,881,211
<u>Use of Funds</u>				
Garage Maintenance	719,704	719,704	-	719,704
Non-Departmental	117,125	117,125	-	117,125
Capital	615,000	875,000	110,000	985,000
Reserve for Future Capital Expenditures	59,382	59,382	-	59,382
subtotal	1,511,211	1,771,211	110,000	1,881,211
Reserve for future use	-	-	-	-
Total Uses of Funds	1,511,211	1,771,211	110,000	1,881,211
<u>Net Assets Analysis:</u>				
Actual Available Net Assets / Estimated	1,665,373	910,551		910,551
PY Reserve for Future Capital Expenditures	(368,600)	(285,600)	25,000	(260,600)
Use of Net Assets	(123,511)	(123,511)	(25,000)	(148,511)
Estimated Remaining Fund Balance	1,173,262	501,440	-	501,440



CITY OF LAKE WORTH

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

AGENDA DATE: September 23, 2014, Special Meeting

DEPARTMENT: Finance

EXECUTIVE BRIEF

TITLE:

Resolution No. 51-2014 - establish the rates and charges for the City sub-regional sewer utility

SUMMARY:

The Resolution establishes rates and charges for the sub-regional sewer utility based upon the settlement of the Sub-Regional Sewer dispute. The purpose of this item is to set in place those rates.

All Customers except Palm Springs \$1.778 per 1000 gallons

Palm Springs \$1.574 per 1000 gallons

BACKGROUND AND JUSTIFICATION:

The Lake Worth Sub-Regional System is made up of collection systems that connect to the Lake Worth system and include the City of Lake Worth and seven other entities (Town of Lantana, City of Atlantis, Town of Manalapan, Town of South Palm Beach, Village of Palm Springs, Town of Lake Clark Shores and Palm Beach State College).

The sub-regional system transports the other entities' wastewater through the City's sub-regional system to the regional system East Central Regional Waste Water Treatment Facility (ECR). The Lake Worth sub-regional system includes several major gravity interceptors, a master pump station (MPS) located in Bryant park, a 36-inch force main, a Re-Pump station (RPS) located north of 2nd Avenue North, a pump station at Palm Beach State College and a second section of 36-inch force main that transfers flow to the Palm Beach County portion of the regional system and eventually to the ECR.

The operating agreement approved on March 5, 2013, contained a rate calculation methodology for use during the term of the agreement.

The City has held two meetings with the Sub-Regional Customer Member Board to discuss these rates as required under the new agreements. All members attended and agreed with the rates as included in this item.

MOTION:

I move to approve/disapprove Resolution No. 51-2014 to establish the Fiscal Year 2015 rates and charges for the City sub-regional sewer utility.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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RESOLUTION NO. 51-2014 OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES FOR USE OF THE REGIONAL SEWAGE DISPOSAL SYSTEM OF THE CITY OF LAKE WORTH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS OR CONFLICTING PARTS OF RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida, is authorized and required to fix uniform and adequate rates for its service; and

WHEREAS, an evaluation of the level of regional sewer system rates establishes a need to revise the rates and charges as set forth herein in order to meet the several objectives identified by the evaluation.

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

Section 1. The following schedules, except as otherwise provided, shall be the rates, fees and charges for the use of and for the services and facilities furnished or to be furnished by the regional sewage disposal system, to be paid by those entities who use the regional sewage disposal system.

1. East Central Regional Water Reclamation Facility Renewal & Replacement Payment

A fixed charge to each customer based on the contribution requirements billed to the City of Lake Worth regional sewer system for the East Central Regional Water Reclamation Facility in each fiscal year multiplied against the percentage of total capacity of the regional sewer system reserved by each customer. For FY 2015 the Charge is:

	Resv'd.	
ECR R&R Per Entity	Capacity	Annual
South Palm Beach	2.9739%	17,308.80
Palm Springs	29.0696%	169,190.97
Manalapan	1.3217%	7,692.80
Atlantis	4.2174%	24,546.10
Lantana	12.5391%	72,980.37
PBSC	0.9391%	5,465.94
Lake Clark Shores	3.4783%	20,244.21
LW	45.4609%	264,591.98
Total		582,021.17

2. East Central Regional Water Reclamation Facility Debt Payment (Not levied in FY 2015)

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A fixed charge to each customer based on the annual State Revolving Fund loan and other indebtedness requirements billed to the City of Lake Worth regional sewer system for the East Central Regional Water Reclamation Facility in each fiscal year multiplied against the percentage of total capacity of the regional sewer system reserved by each customer.

3. Lake Worth Regional Sewer System Renewal & Replacement Charge

A fixed charge to each customer to recover the cost of scheduled system renewal and replacements and reserve requirements of the City of Lake Worth regional sewer system based on the renewal and replacement cost and reserve requirements of the regional sewer system in each fiscal year multiplied against the percentage of total capacity of the regional sewer system reserved by each customer. For FY 2015 the Charge is:

South Palm Beach	2.9739%	8,877.84	739.82
Palm Springs	29.0696%	86,779.63	7,231.64
Manalapan	1.3217%	3,945.71	328.81
Atlantis	4.2174%	12,589.93	1,049.16
Lantana	12.5391%	37,432.31	3,119.36
PBSC	93.9100%	2,803.53	233.63
Lake Clark Shores	3.4783%	10,383.44	865.29
Lake Worth	45.4609%	135,711.70	11,309.31
Total		298,524.09	24,877.05

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4. Operations & Maintenance Charge

A volume charge will be applied to each thousand gallons of metered volume to recover the annual operating and maintenance costs directly related to the transmission, treatment, and disposal of sewage utilizing the City of Lake Worth regional sewer system.

Operations & Maintenance Charge effective as of the dates listed:

All Customers Excluding City of Palm Springs

Effective Date:		10/1/2014
Charge:		\$ 1.778

69
70

71

Village of Palm Springs

Effective Date:		10/1/2014
Charge:		\$ 1.574

72

73 Section 2. Should any section or provision of this Resolution or any portion
74 thereof, any paragraph, sentence or word be declared by a court of competent
75 jurisdiction to be invalid, such decision shall not affect the validity of the
76 remainder hereof as a whole or any part thereof other than the part declared to
77 be invalid.

78

79 Section 3. If any provision of this Resolution, or the application thereof any
80 person or circumstance is held invalid, the invalidity shall not affect other
81 provisions or applications of the Resolution, which can be given effect without
82 the invalid provision or applications, and to this end the provisions of this
83 Resolution are declared severable.

84

85 Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby
86 repealed.

87

88 Section 5. This Resolution shall be in effect for billings issued on or after
89 October 1, 2014.

90

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

94

- 95 Mayor Pam Triolo
- 96 Vice Mayor Scott Maxwell
- 97 Commissioner Christopher McVoy
- 98 Commissioner Andy Amoroso
- 99 Commissioner John Szerdi

100

101 The Mayor thereupon declared this Resolution duly passed and adopted
102 this 23rd day of September, 2014.

103

104

LAKE WORTH CITY COMMISSION

105

106

107

By: _____
Pam Triolo, Mayor

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ATTEST:

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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: September 23, 2014 Special Meeting

DEPARTMENT: Water/Sewer Utilities

EXECUTIVE BRIEF

TITLE:

Interlocal Agreement among the Cities of Boynton Beach and Lake Worth, and Hypoluxo & I-95 Holdings, LLC to supply potable water and wastewater service to Hypoluxo Shoppes properties

SUMMARY:

The Interlocal Agreement provides for the temporary supply of wastewater service to the Hypoluxo Shoppes property by the City of Boynton Beach and the permanent supply of potable water service to the property by the City of Lake Worth.

BACKGROUND AND JUSTIFICATION:

Hypoluxo & I-95 Holdings, LLC is planning to develop a 4.2 acre commercial site located on the northwest corner of Hypoluxo Road and High Ridge Road. This parcel is not located within the City of Lake Worth municipal boundary, but is within the water and sewer utility service areas. Presently, the City of Lake Worth potable water service is available to the site, since there is an existing 12 inch watermain on High Ridge Road, and an 8 inch watermain on Hypoluxo Road. Sewer service; however, is not available, as the closest City of Lake Worth force main is located approximately 5,000 ft. away. The City of Boynton Beach does have sanitary sewer service readily available to the site.

This agreement enables the City of Boynton Beach to temporarily provide sanitary sewer service to the proposed site, until such time as the City of Lake Worth extends the sanitary collection system to within 100 ft. of the site, at which point the property owners will be required to connect to Lake Worth sanitary sewer. The City of Lake Worth will collect both water and sewer fees from the customer, and pay Boynton Beach for the sewer service.

MOTION:

I move to approve/disapprove the interlocal agreement between the Cities of Boynton Beach and Lake Worth and Hypoluxo & I-95 Holdings, LLC.

Attachments

- 1) Fiscal Impact Analysis – not applicable
- 2) Interlocal Agreement

AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, 2014 between the CITY OF BOYNTON BEACH, a Florida municipal corporation located in Palm Beach County, Florida, hereinafter referred to as “Boynton Beach,” or “City of Boynton Beach”, the CITY OF LAKE WORTH, a Florida municipal corporation located in Palm Beach County, Florida, hereinafter referred to as “Lake Worth” or “City of Lake Worth” and HYPOLUXO & I-95 HOLDINGS LLC, a Florida limited liability company, whose post-office address is 360 Columbia Drive, Suite 102, West Palm Beach, FL 33409, hereinafter referred to as “Holdings”. When used herein, Boynton Beach, Lake Worth and Holdings shall be deemed to include all of their respective successors and assigns.

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governments and public agencies to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 171.203, Florida Statutes, authorizes the governing bodies of municipalities to enter into interlocal Service Boundary Agreements concerning wastewater¹ service delivery and treatment; and

WHEREAS, Holdings owns those properties, as described in Exhibit “A” attached hereto and incorporated herein, located within unincorporated Palm Beach County, and is presently engaged in plan review and subsequently plans to develop and improve said properties (said properties being hereinafter referred to as the “Properties”); and

WHEREAS, the Properties are located within the Lake Worth utility service area, but Lake Worth does not currently have sanitary sewer lines in the vicinity of the Properties; and

WHEREAS, Holdings has requested permission from Lake Worth to obtain such provisional sewer service from Boynton Beach's sanitary sewer facilities; and

WHEREAS, the Properties are outside Boynton Beach’s utility service area but Boynton Beach does maintain sanitary sewer lines in the vicinity of the Properties which can be extended to allow the Properties to connect to Boynton Beach’s sanitary sewer system, in turn allowing the Properties to receive wastewater service; and

WHEREAS, Boynton Beach has agreed to provide sanitary sewer/wastewater service to the Properties; and

WHEREAS, Lake Worth will bill the owner(s) and/or tenant(s) (as applicable in accordance with applicable party maintaining a potable water utility account(s) for such Properties or portion(s) thereof), and their respective successors and assigns (such a party being

¹ The term sanitary sewer system is synonymous with wastewater treatment system.

herein referred to as "End User"), of the Properties for wastewater services (such party herein referred to as "End User"); and

WHEREAS, Lake Worth will become a customer of Boynton Beach for wastewater services, and will be responsible for remitting payment to Boynton Beach for the wastewater services provided to the Properties; and

WHEREAS, Boynton Beach, Lake Worth, and Holdings have agreed to enter into this Agreement which will allow Boynton Beach to temporarily extend sanitary sewer lines to the Properties located in Lake Worth's utility service area, subject to the terms of this Agreement; and

WHEREAS, Such provisional hook-up shall continue only until such time as Lake Worth provides for the installation of its sewer facilities adjacent to the Properties and available for hook-up, at which time Holdings shall disconnect from Boynton Beach's facilities and connect to Lake Worth's facilities within 90 days of notification by Lake Worth of the availability of its facilities; and

WHEREAS, Holdings has agreed to pay the cost of extensions and improvements, as shown in Exhibit "B", attached hereto and incorporated herein, to Boynton Beach's sanitary sewer system to service its respective Properties and, to pay connection and service charges with respect to such Properties as provided by Lake Worth Code or regulation; and

WHEREAS, Holdings shall contract only with Lake Worth for all potable water service.

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

1. The foregoing whereas clauses are true and correct and represent material provisions of this Agreement.

2. Lake Worth agrees that Boynton Beach shall provide sanitary sewer lines to the Properties, which Properties are located within Lake Worth.

3. Boynton Beach agrees to maintain those sanitary sewer lines servicing the Properties to the extent located to the south of Hypoluxo Road, with Lake Worth agreeing to maintain those sanitary sewer lines servicing the Properties to the extent located to the north of Hypoluxo Road.

4. Lake Worth shall invoice the End User of the Properties for the wastewater utility service provided to the Properties. Lake Worth shall be responsible for remitting payment for such services to Boynton Beach

5. Boynton Beach agrees to provide treatment of wastewater discharged from the Properties.

6. The cost to Holdings for increasing the capacity of Boynton Beach's and/or Lake Worth's sewer transmission system, so as to accommodate the additional flow from the Properties, shall not exceed \$10,000, due and payable at the time of the Palm Beach County Health Department permitting plan submittal for the work described on the attached Exhibit "B" to the City. All other costs associated with Holdings extending the sewer system to the Properties shall be borne by Holdings.

7. Holdings agrees to pay all connection charges imposed by Lake Worth, with respect to the Properties as set forth in Chapter 18 of the City of Lake Worth Code or regulation. Following connection to the Boynton Beach sanitary sewer system, End User(s) shall pay commercial waste water rates charged by Lake Worth for properties inside the City of Lake Worth (sometimes hereinafter referred to as "Waste Water Charge").

8. Holdings agrees to grant a sanitary sewer easement with respect to operation and maintenance of the wastewater improvements described on Exhibit "B" and convey, upon completion of the wastewater improvements described on the attached Exhibit "B" and connection to Boynton Beach's sanitary sewer system, by Bill of Sale (a) to the City of Boynton Beach the force main in the public right of way to the extent such force main is located to the south of Hypoluxo Road and (b) to the City of Lake Worth the force main in the public right of way to the extent such force main is located to the north of Hypoluxo Road. Holdings agrees to operate and maintain in perpetuity all private wastewater improvements (including the private lift station and private force main described on the attached Exhibit "B", but excluding the force main in the public right of way) to the extent located on the Properties and not otherwise dedicated or conveyed to Lake Worth or Boynton Beach.

9. In addition to other provisions contained herein, this Agreement constitutes an Interlocal Agreement between the City of Boynton Beach and the City of Lake Worth for cooperation and service boundaries for wastewater treatment entered into pursuant to The Florida Interlocal Cooperation Act of 1969 and Section 171.203, Florida Statutes.

10. Such provisional hook-up shall continue only until such time as Lake Worth has provided for the installation and makes available its own sanitary sewer lines to the Properties, at which time Holdings shall disconnect from Boynton Beach's sewer facilities and connect to Lake Worth's sewer facilities within ninety (90) days of notification by Lake Worth of the availability of its facilities.

11. Upon disconnection from Boynton Beach's sewer facilities and connection to Lake Worth's sewer facilities, (a) End User shall pay all outstanding charges with respect to the Properties due to Lake Worth in accordance with this Agreement, (b) Lake Worth agrees to remit final payment to Boynton Beach, (c) Boynton Beach agrees to convey by absolute Bill of Sale whatever portion of said facilities Lake Worth desires to have at that time, together with necessary easements for repair and maintenance and (d) End User shall further pay to Lake Worth the regular sanitary sewer service charges imposed with respect to the Properties by Lake Worth, as same may be changed or modified from time to time.

12. Nothing herein is intended to advance or support any annexation effort by either Boynton Beach or Lake Worth with respect to the Properties.

13. Lake Worth shall be responsible for providing water service utility to the Properties in accordance with the ordinances, resolutions and procedures of Lake Worth applicable to water service customers.

14. Boynton Beach shall make no attempt to expand its sewer service area(s) by virtue of said provisional connection, nor make any claim of right adverse to that of Lake Worth by virtue of said provisional hook-up.

15. Except as provided in Section 16 of this Agreement, Holdings shall not sell, lease or give any right or privilege to utilize its sanitary sewer facilities to any other person whose property is outside that described herein nor allow any such connection to such person whose property is outside that described herein, without the written agreement of Lake Worth and Boynton Beach.

16. Notwithstanding anything contained in this Agreement to the contrary, Holdings, Lake Worth and Boynton Beach agree to the following provisions:

(a) An owner (an "Adjacent Owner") of real property located within unincorporated Palm Beach County, Florida and adjacent to the Properties having PCN# 00434504000007350 and/or 00434504000007340 (the "Adjacent Property"), may, in the future, at its sole cost and expense, desire to connect the Adjacent Property to the sanitary sewer line extensions and improvements to-be-constructed and installed by Holdings in accordance with Exhibit "B" for the purpose of obtaining similar provisional sanitary sewer service to the Adjacent Property from Boynton Beach's sanitary sewer facilities (the "Adjacent Property Connection").

(b) The Adjacent Owner shall be permitted to make such Adjacent Property Connection, and such Adjacent Property Connection shall in no event be considered a breach or violation of this Agreement, provided the following conditions precedent are satisfied:

(1) The Adjacent Owner, Lake Worth and Boynton Beach enter into and record against the Adjacent Property an Interlocal Agreement, similar to this Agreement, for cooperation and service boundaries for wastewater treatment consistent with The Florida Interlocal Cooperation Act of 1969 and Section 171.203, Florida Statutes, governing the provision of sanitary sewer service to the Adjacent Property and related costs, expenses and fees due and payable by the Adjacent Owner (the "Adjacent Property Agreement"); and

(2) The Adjacent Owner and Holdings enter into and record against the Properties and the Adjacent Property a sanitary sewer easement memorializing the Adjacent Property Connection, outlining the terms, conditions and restrictions governing such Adjacent Property Connection and providing for the reimbursement by the Adjacent Owner to Holdings of an amount equal to the Adjacent Property's share of the total cost, expenses and fees (including professionals' and attorneys' fees) incurred by Holdings in connection with the construction and installation of the Exhibit "B" extensions and improvements (the "Adjacent Property Easement"); and

(3) Lake Worth opens a new customer account for the purposes of memorializing the additional sale by Boynton Beach to Lake Worth of wastewater utility service with respect to the Adjacent Property.

(c) Nothing contained in this Agreement shall be deemed binding or an encumbrance on the Adjacent Property. Furthermore, nothing contained in this Agreement, including this Section 16, shall obligate Holdings, the Adjacent Owner, Lake Worth and/or Boynton Beach to enter into the Adjacent Property Agreement and/or the Adjacent Property Easement Agreement, as the sole intent of this Section 16 being to outline an exception to the restrictions provided for in Section 15 of this Agreement.

17. This agreement shall take effect upon execution by all parties.

18. In the event a court of competent jurisdiction hereof holds any section, paragraph, sentence, clause, or provision to be invalid, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

19. This Agreement represents the entire understanding between the parties, concerning the subject, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

20. All of the covenants, benefits, and agreements herein will constitute covenants running with the land, and will be binding upon any and all individuals and entities, their respective successors in interest, assigns, heirs, and personal representatives, having or hereafter acquiring any right, title, or interest in and to all or a portion of the Properties. Responsibility for the performance of any duty or obligation of Holdings (as the owner of the Properties) and any subsequent owner of the Properties (or portion thereof) will be incidental to ownership of all or any portion of the Properties and will pass to successors or assigns concurrently with the conveyance thereof. Furthermore, liability of Holdings (as the owner of the Properties) and any subsequent owner of the Properties (or portion thereof) will be limited to the Properties (or portion thereof) it owns and that period of time during which it owns such Properties (or portion thereof).

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

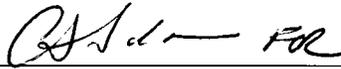
CITY OF LAKE WORTH, a Florida Municipal Corporation

By: _____
Pamela Lopez
City Clerk

By: _____
Pam Triolo
Mayor

(Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Glen Torcivia
City Attorney

CITY OF BOYNTON BEACH, a Florida Municipal Corporation

ATTEST:

Jerry Taylor
Mayor

Janet M. Prainito, CMC
City Clerk

(Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

James A. Cherof
City Attorney

HYPOLUXO & I-95 HOLDINGS, LLC



Witness

By: 
Name: JOSEPH D. LECONEK
Title: MANAGING MEMBER



Witness

Exhibit "A"

South 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 4, Township 45 South, Range 43 East, Palm Beach County, Florida, LESS AND EXCEPT rights-of-way for State Road 9 (US I-95), Hypoluxo Road and High Ridge Road.

Also known as:

A parcel of land being a portion of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 4, Township 45 South, Range 43 East, Palm Beach County, Florida. Said Parcel of land being more particularly described as follows:

Commencing at the Southwest corner of said Section 4, run North 02 degrees 18' 16" West, along the West line of said Section 4, a distance of 348.39 feet; thence South 89 degrees 50' 23" East a distance of 40.03 feet to a point on the Easterly right-of-way line of High Ridge Road (80.00 foot wide right-of-way); said point being the Point Of Beginning of the herein described parcel of land.

Continue thence South 89 degrees 50' 23" East along the North line of the South half of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 4, a distance of 641.64 feet; thence South 02 degrees 17' 00" East along the West line of the West 1/2 of the East 1/2 of the Southwest 1/4, of the Southwest 1/4 of Section 4, a distance of 242.87 feet; thence South 57 degrees 39' 18" West a distance of 53.35 feet; thence South 85 degrees 48' 21" West a distance of 287.09 feet to a point on the Northerly right-of-way line of Hypoluxo Road (108 foot wide right-of-way); thence along said Northerly right-of-way line North 90 degrees 00' 00" West a distance of 284.07 feet; thence North 46 degrees 09' 08" West a distance of 34.64 feet; thence North 02 degrees 18' 16" West a distance of 270.21 feet to the Point Of Beginning.

Parcel Nos.: 00-43-45-04-00-000-7380 & 00-43-45-04-00-000-7440

Exhibit "B"

Description of Improvements and Extensions

- Private on-site lift station
- Private on-site force main
- Force main in public right of way, crossing Hypoluxo Road
- Connection to City's sewer system at manhole
- Any roadway or surface restoration
- Engineering, permitting, testing, etc. required for the above work



CITY OF LAKE WORTH

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

AGENDA DATE: September 23, Special Meeting

DEPARTMENT: Water/Sewer Utilities

EXECUTIVE BRIEF

TITLE:

First Amendment to an agreement with D. S. Eakins Const. Corp. for crews and equipment for specialized underground utility repairs

SUMMARY:

The First Amendment will extend the existing agreement that was approved by City Commission on November 5, 2013 for one year, in accordance with the terms of the renewed Palm Beach County contract.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Utilities and Public Services Departments have in-house capability to perform normal water, sewer and stormwater repairs, and are in need of crews and specialized equipment to perform underground utility repairs that are exceptionally large or deep. This agreement with D. S. Eakins Const. Corp. enables the City to utilize the unit pricing and terms of the Palm Beach County contract awarded on September 1, 2011 (solicitation #11-073/GC). Palm Beach County has extended this contract through August 31, 2015. D. S. Eakins Const. Corp. has agreed to extend the terms and conditions of the agreement for the duration of the Palm Beach County Contract to be implemented on an “as needed” basis. Individual purchase orders will be issued for all services performed. This agreement provides services beyond the capability of City Staff due to specialized equipment needed.

MOTION:

I move to approve/disapprove the First Amendment to an agreement with D. S. Eakins Const. Corp. for crews with equipment for large underground emergency repairs.

Attachments

- 1) Fiscal Analysis
- 2) County's Renewal Letter
- 3) First Amendment to agreement
- 4) 2013 Agreement
- 5) Extension Letter

6) **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	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 Additional Full-Time Employees	0	0	0	0	0
---------------------------------------	---	---	---	---	---

B. Fiscal Review:

Larry Johnson – Director
Monica Shaner – Utilities Engineer



Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Priscilla A. Taylor, Mayor

Paulette Burdick, Vice Mayor

Hal R. Valeche

Shelley Vana

Steven L. Abrams

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

Form L

August 19, 2014

D.S. Eakins Construction Corporation
D. Steven Eakins, Jr., Vice President
PO Box 530185
Lake Park, FL 33403

TERM CONTRACT #11073B

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for CREWS WITH EQUIPMENT, RENTAL OF based on:

[] SOLICITATION # _____

[] RENEWAL OF CONTRACT based on SOLICITATION #11-073/GC in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 09/01/14 through 08/31/15, and has an estimated dollar value of \$687,240, inclusive of all vendors awarded.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY03030500000001111 or CPO / DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Kristen A. Monnett, Senior Buyer at kmonnett@pbcgov.org or (561) 616-6824.

Sincerely,

Kathleen M. Scarlett
Director

- c: Chuck Michael, Airports
- Carole Portilla, Engineering
- Vernetha Green, Water Utilities
- Bonnie Stein, Fire Rescue
- File

FIRST AMENDMENT TO AGREEMENT FOR CREWS WITH EQUIPMENT
(RENTAL OF)
(Palm Beach County Piggy-Back)

THIS FIRST AMENDMENT ("Amendment" hereafter) is made as of the _____ day of _____, 2014, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and D.S. EAKINS CONST. CORP., P.O. Box 530185, Lake Park, FL, a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, in 2013, the CITY's utilities and public services departments were in need of crews with equipment to assist the CITY with emergency repairs; and,

WHEREAS, on or about September 1, 2011, Palm Beach County awarded solicitation #11-073/GC to the CONTRACTOR for crews with equipment for county-wide repairs based on unit prices submitted by the CONTRACTOR ("Palm Beach County Contract" hereafter) which contract was extended to August 31, 2014; and,

WHEREAS, pursuant to a written Agreement dated November 5, 2013 ("Agreement" hereafter) the CITY and the CONTRACTOR agreed to piggy-back the terms and conditions of the Palm Beach County Contract for the CITY's emergency repair needs; and,

WHEREAS, the Palm Beach County Contract has been extended for another year until August 31, 2015 and the CITY and CONTRACTOR desire to similarly extend the term of the Agreement for such time.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended to August 31, 2015.
3. Entire Agreement. The CITY and the CONTRACTOR agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the Mayor.

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

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

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this First Amendment to the Agreement for Crews with Equipment (Rental of) as of the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

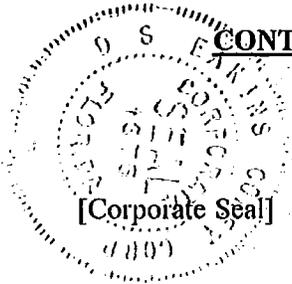
By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia
Glen J. Torcivia, City Attorney



CONTRACTOR:

D.S. EAKINS CONST. CORP.

By: Douglas S. Eakins

Print Name: Douglas S. EAKINS

Title: President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 16th day of Sept, 2014 by Douglas S. Eakins, as President (title), of D.S. EAKINS CONST. CORP., 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.

Marian Perkins
NOTARY PUBLIC



AGREEMENT FOR CREWS WITH EQUIPMENT (RENTAL OF)
(Palm Beach County Piggy-Back)

THIS AGREEMENT (“Agreement” hereafter) is made as of the _____ day of _____, 2013, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, (“CITY” hereafter), and D.S. EAKINS CONST. CORP., P.O. Box 530185, Lake Park, FL, a corporation authorized to do business in the State of Florida (“CONTRACTOR” hereafter).

RECITALS

WHEREAS, the CITY’s utilities and public services departments are in need of crews with equipment to assist the City with emergency repairs; and,

WHEREAS, on or about September 1, 2011, Palm Beach County awarded solicitation #11-073/GC to the CONTRACTOR for crews with equipment for county-wide repairs based on unit prices submitted by the CONTRACTOR (“Palm Beach County Contract” hereafter); and,

WHEREAS, the term of the Palm Beach County Contract has been extended to August 31, 2014; and,

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to extend the terms and conditions of the Palm Beach County Contract to the CITY for its emergency repair needs; and,

WHEREAS, the CITY has reviewed the unit prices from the Palm Beach County Contract and determined that the unit prices are competitive and will result in the best value to the CITY.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Palm Beach County Contract. The Palm Beach County Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The term of this Agreement shall be consistent with the term of the Palm Beach County Contract and shall expire on August 31, 2014 (unless further extended by Palm Beach County). The following requirements of the Palm Beach County Contract are waived:
 - a. Permits (if applicable) will be as required by the CITY but permit fees will be waived or a direct pass through cost paid by the CITY; and,
 - b. The SBE goals, forms and payment requirements are waived.

3. Purchase Orders. The CITY's ordering mechanism for all services provided and performed under this Agreement shall be a CITY issued Purchase Order; however, the contractual terms and conditions stated in the CITY issued Purchase Order shall not apply. CONTRACTOR shall not perform any services under this Agreement without a CITY issued Purchase Order specifically for this purpose and including the statement of work. CONTRACTOR shall not perform work which is outside the scope of work provided in the Purchase Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Purchase Order to be paid for CONTRACTOR's services. For each issued Purchase Order, the CONTRACTOR shall provide the CITY with a certificate of compliance with the Trench Safety Act (if applicable). The term of each Purchase Order shall be stated therein. The pricing in each Purchase Order shall be consistent with the pricing set forth in the Palm Beach County Contract. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.

4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. CITY issued Purchase Orders;
- b. This Agreement; and,
- c. The Palm Beach County Contract.

5. Compensation to CONTRACTOR. Payments by the CITY to the CONTRACTOR under this Agreement shall not exceed the amount of compensation stated in the applicable CITY issued Purchase Order. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the CITY in advance for each payment period. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

6. Warranty/Guaranty. Unless a longer period is stated in the Palm Beach County Contract, CONTRACTOR warrants that its services provided under this Agreement will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

7. Miscellaneous Provisions.

A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each

and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. **PUBLIC RECORDS:** Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, the CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

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

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.

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.

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 the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Crews with Equipment (Rental of) as of 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:

D.S. EAKINS CONST. CORP.

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____, as _____ (title), of D.S. EAKINS CONST. CORP., 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



D.S. EAKINS
CONSTRUCTION CORPORATION



September 15, 2014

City of Lake Worth

Attention: Monica Shaner, P.E.

301 College Street

Lake Worth, FL 33461

**Re: Board of County commissioners – Bid #11-073/GC – Crews with Equipment,
Rental of, Term Contract**

D. S. Eakins Construction Corporation hereby extends all line items awarded to us under the aforementioned contract to the City of Lake Worth. We are extending this price agreement through August 31, 2015. Please Reference Job Number 14-7000.

Sincerely,

A handwritten signature in blue ink that reads "D. Steven Eakins Jr.".

D. Steven Eakins Jr.

Vice President

D.S. Eakins Construction Corporation

CC: file

**Post Office Box 530185 Lake Park, Florida 33403
Phone: (561) 842-0001 Fax: (561) 842-0009**



CITY OF LAKE WORTH

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

AGENDA DATE: September 23, 2014, Special Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Purchase a pickup truck from Alan Jay Fleet Sales for the Refuse Division

SUMMARY:

This purchase will replace one pickup truck scheduled for replacement in Fiscal Year 2014 due to age as well as condition and safety concerns for a total amount not to exceed \$25,000.00.

BACKGROUND AND JUSTIFICATION:

The Refuse Collection Division currently has one pickup truck scheduled for replacement. Due to age, condition, and safety concerns, the following pickup truck is being replaced:

- Truck #502 – 1995 Chevy 2500 Pickup Truck

This vehicle is currently being used by the Refuse Division as part of their daily operations, but is past its useful life and delays the daily needs of the Division. In an effort to standardize the fleet, it will be replaced with a new 2015 GMC Sierra 2x4 Pickup Truck with an extended bed and crew cab (4 doors). The vehicle will have a six year 100,000 mile warranty.

This vehicle is quoted by Alan Jay Fleet Sales under vehicle specification #45 for the GMC Sierra 1500 Crew cab, Florida Sheriff's contract (Bid # 13-21-0904 & 13-11-0904) and this Agreement is a cooperative purchase (piggy back). http://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/

MOTION:

I move to approve/disapprove the purchase of one replacement vehicle from Alan Jay Fleet Sales under a cooperative purchase use of the entire Sheriff's vehicle contract

ATTACHMENT(S):

Fiscal Impact Analysis

Dealer Quote Sheet

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	25,000	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	25,000	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:

Public Services						
Account Number	Account Description	FY2014 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
530-9010-549.64-30	Machinery and Equipment / Misc. Equipment	985,000.00	N/A	239,115.00	25,000.00	214,115.00

C. Department Fiscal Review: _____



CITY OF LAKE WORTH

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

AGENDA DATE: September 23, 2014, Special Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Amendment No 2 to an agreement with Image Janitorial Services, Inc. for custodial services

SUMMARY:

The Amended Agreement will authorize the continuation of custodial services for city-owned buildings.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth advertised for custodial services as part of Invitation For Bid PS-BM-11-12-730. An agreement was approved on September 25, 2012 with Image Janitorial Services Inc. to perform custodial services throughout 13 locations, plus additional duties at the City Golf Course (Alternative 2) and the Casino Complex (Alternative 3). The term of the agreement was for 1 year with a provision for two (2) one year extensions (attachment #1). City staff has agreed to continue services with Image Janitorial Services throughout the 13 locations and the Golf Course. The Casino Complex (Alternative #3), however, was excluded in the first Amendment signed October 3, 2013. Four additional changes will be made to Amendment 2, increasing the agreement price \$3,300 annually as follows:

Location #	Explanation	Increase/Decrease	Original Annual Cost	Revised Annual Cost
7: Wimbley Gym	Extension added	+832 sq ft/+\$182	\$2,184	\$4,368
10: Golf Course Pro Shop	Bradley's took over Lagoon Grill	-286 sq ft/-\$177	\$6,000	\$3,876
11: Water Division	Single wide trailers replaced with doublewide	+1,132 sq ft/\$170	\$2,040	\$4,080
13: City Garage	Added Bathroom not included previously.	+ One bathroom	\$1,800	\$3,000

	FY2013	FY2014	FY2015
13 Locations and (Alt#1)	82,356	82,356	85,656
Golf Course (Alt #2)	3,000	3,000	3,000
Casino Complex (Alt #3)	31,200	0	0
Total Contract Price:	\$116,556	\$85,356	\$88,656

The contractor has agreed to an additional one year extension with the revised annual contract price of \$88,656. This second renewal for fiscal year 2015 is the final renewal for this agreement. Approval of this item is subject to a budget transfer of \$1,864.00 within Fund 001 Department 5061 to provide additional appropriations necessary to cover the complete costs of the contract.

MOTION:

I move to approve/disapprove Amendment No. 2 with Image Janitorial Services Inc to perform custodial services at a price not to exceed \$88,656.00.

ATTACHMENT(S):

Fiscal Impact Analysis

Existing Agreement with Image Janitorial

1st Amendment to Image Janitorial Agreement

2nd Amendment to Image Janitorial Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	88,656	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:

CITY WIDE	IMAGE JANITORIAL SERVICES				
Account Number (s)	Account Description (s)	FY 2015 Budget	Current Balance	Agenda Expenses	Remaining Balance
001-5061-519-3450	Facility Contr. Service	75,000		76,864	(1,864)
404-8030-575-34-50	Golf Course Contr Service	3,000		3,000	-
195-6015-531-34-50	Utility Conservation Contr.	130	-	130	-
401-6010-531-34-50	Utilities Admin Contr Service	2,933	-	2,933	-
401-6020-531-34-50	Utilities Engineer Contr Service	469	-	469	-
401-6034-531-34-50	Utility T & D Contr Services	1,180	-	1,180	-
402-7034-533-34-50	UT Water Trailiers Contr	2,040	-	2,040	-
408-5090-538.3450	Stormwater/Streets Contr	510	-	510	-
410-5081-534-34-50	Refuse Residential Contr	1,332	-	510	822
410-5082-534-34-50	Refuse Commercial Contr	1,332	-	510	822
410-5083-534-34-50	Refuse Recycle Contr	1,332	-	510	822
		89,258		88,656	
	* A budget transfer will be done in October to supplement the negative \$1,864				

C. Department Fiscal Review: ____SC____

CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 17th day of September, 2012 between the City of Lake Worth, Florida, a municipal corporation with its principle office located at 7 North Dixie Highway, Florida 33460, herein referred to as the "CITY", and Image Janitorial Services, Inc., a Florida corporation, with its office located at 814 14th Street, Lake Park, Florida 33403, hereinafter referred to as the "CONTRACTOR".

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 to Bid PS-BM-11-12-730 ("Bid PS-BM-11-12-730") for the procurement of Custodial Services for City Owned Buildings;

WHEREAS, CONTRACTOR submitted a bid to perform the work described and set out in Bid PS-BM-11-12-730;

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 tasks hereunder in a professional and competent manner;

WHEREAS, the CITY finds awarding Bid PS-BM-11-12-730 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. Term

1.1 The term of this Agreement shall be from October 1, 2012, through September 30, 2013 with an option of two (2) one year renewals. The option to renew may be exercised by the City Manager. The CITY, however, may terminate this Agreement as stated herein.

II. Scope of Services/Work

2.1 All terms and conditions outlined in Bid PS-BM-11-12-730 are incorporated in this Agreement by reference and in full force and effect unless superseded by the terms of this Agreement.

2.2 The nature and extent of services to be rendered by the CONTRACTOR are for Custodial Services for the following:

A) Locations (buildings to be maintained in the City of Lake Worth)

Location #1:

City Hall

7 North Dixie Highway

Tile: 1,140 sq. ft, Carpet: 11852 sq. ft, Number of bathrooms – 4

*Paper towels will need to be provided in the Break Room

Location #2

City Hall Annex

414 Lake Avenue

Tile: 2,684 sq. ft, Carpet: 10582 sq. ft, Number of bathrooms – 2

*Paper towels will need to be provided in the Break Room

Location #3

Public Safety Complex

120 North G Street

Tile: 8,000 sq. ft, Carpet: 21000 sq. ft, Number of bathrooms - 10

Location #4

City of Lake Worth Shuffleboard Courts Building

1121 Lucerne Avenue

Tile: 5,900 sq. ft, Carpet -0-, Number of bathrooms - 3

Location #5

Public Services Administration Trailers

1749 3rd Avenue

Tile: 1,050 sq. ft, Carpet: 330 sq. ft, Number of bathrooms - 2

Location #6

City of Lake Worth Public Library

15 North M. Street

Tile: 8,164 sq. ft, Carpet -0-, Number of bathrooms – 4

Flooring requires 3 days/week, Restrooms 4 days/week

Location #7

City of Lake Worth Wimbley Gymnasium

1515 Wingfield Street

Tile: 576 sq. ft, Carpet -0-, Number of bathrooms – 2

Flooring requires 3 days/week

Location #8

City of Lake Worth Osborne Center
1699 Wingfield Street

Tile: 5,973 sq. ft, Carpet: 720 sq. ft, Number of bathrooms – 4
*Bathrooms require 4 days/week, Flooring requires 3 days/week

Location #9

City of Lake Worth Utilities Complex
1900 2nd Avenue North

Tile: 4,452 sq. ft, Carpet: 4476 sq. ft, Number of bathrooms – 5
*Paper towels will need to be provided in the Break Room

Location #10

City of Lake Worth Golf Course Pro Shop and Lagoon Restaurant
1 7th Avenue North

Tile: 526 sq. ft, Carpet: 5143 sq. ft, Number of bathrooms – 7
*Bathrooms January – April requires 7 days/week, Flooring requires 4 days/week
*Bathrooms May – December requires 5 days/week, Flooring 4 days/week

Location #11

CLW Public Services Sanitation & Street Divisions
1880 2nd Avenue North

Tile: 4,600 sq. ft, Carpet -0-, Number of bathrooms - 2

CLW Utilities Water Division Trailers
1880 2nd Avenue North

Tile: 1,
600 sq. ft, Carpet -0-, Number of bathrooms - 2

Location #12

Community Redevelopment Agency Building
29 South J Street

Tile: -0-, Carpet: 1692 sq ft, Number of bathrooms – 2

Location#13

City Garage
1749 3rd Avenue South
Number of bathrooms - 1

B) Scheduled maintenance (requirements and application rates):

Tile Floors:

- a) Strip and wax twice each year unless otherwise noted
- b) Buff every three months unless otherwise noted
- c) Sweep / mop twice each week unless otherwise noted

Carpet:

- a) Vacuum twice each week unless otherwise noted
- b) Steam clean annually unless otherwise noted

Bathrooms

- a) Cleaned and sanitized in their entirety three times per week unless otherwise noted. This would include but not be limited to sweeping, mopping, and cleaning and sanitizing of sinks, toilets, urinals, floors, walls, countertops, mirrors, etc.
- b) Supply all paper products and soaps

Interior Windows:

Clean as needed.

Trash:

Trash and recycling removal shall be as follows from each Location above:

- A: Common areas
- B: Office areas

Golf Course:

The following services shall be provided at the Golf Course:

-Drink Fountains and Ice Dispensers

To be sprayed with germicidal detergent on a daily basis to remove all soil, streaks, smudges, corrosion, and algae from fountains and cabinets both in clubhouse and on golf course. Stainless steel cleaner shall be used as needed. Apply germicidal detergents to all surfaces of wash basins, toilets, urinals, shower, faucets, handles, and valves and adjacent surfaces.

-Drains and Floors

Brush and cloths should be used to clean floor drains to remove corrosion and tarnish. Solutions of germicidal detergent should be poured down floor drain on a weekly basis to fill the drain trap and prevent the escape of sewer gas.

-Non Carpet Floors

Daily cleaning of floors and baseboards. Putty knives should be used to remove gum, tar or other sticky substances from the floor. Bidder shall clean exterior entrance mats by sweeping, vacuuming, or hosing with water. Tile floors should be buffed every 3 months.

-Carpet Floors

Daily vacuum of clubhouse floors from main entrance of clubhouse and down the hallway where bathrooms are located and out the side door to include carpeting in both locker rooms. All carpets within the clubhouse should be professionally steam cleaned once per year. Approximately 5100 sq ft.

-Surfaces

Surfaces should be cleaned daily with detergent and damp wipes should be used to disinfect all surfaces, dusting or vacuuming to remove dust, dirt, etc from surfaces including but not limited to furniture, lockers, fixtures, walls, partitions, counters, cabinets shelves doors, ledges, window sills, fire extinguishers, baseboards, and other fixtures that are located within 10 feet of floor surfaces. Bidder shall clean the interior and exterior of entry way surfaces up to 20 feet from floor surface.

-Trash

Empty all waste baskets, cigarette receptacles, and other trash on a daily basis. Trash liners should be replaced daily and be uniform in manner. Damp cloths of detergents should be used to remove non permanent stains and solid from both interior and exterior of trash receptacles.

-Stainless, and Chrome

Shall be polished with appropriate polish on a weekly basis

-Deodorizer

Time released Deodorize shall be installed in all bathrooms and shall be replaced on a monthly basis or as needed.

-Glass

Include exterior cleaning as well as interior.

Casino Building:

The following services shall be provided at the Casino Building:

-Cleaning of all corridors, stairwells, and elevators to keep them free of all trash and debris

-Removal of all trash

-Restocking of paper supplies in restrooms as needed (no paper towels necessary due to hand dryers)

-Maintaining the highest level of cleanliness in all restrooms at all times (including but not limited to floors, sinks, counter tops, doors, mirrors, urinals, toilets, walls, partitions, hand rails, etc):

→ First Floor Women's (South end): 4 toilets, 3 sinks

→ First Floor Women's (North end): 2 toilets, 3 sinks

→ First Floor Men's (south end): 1 toilet, 1 urinal, 2 sinks

- First Floor Unisex: 1 toilet, 1 sink
- Second Floor Women's (South end): 4 toilets, 3 sinks
- Second Floor Women's (North end): 2 toilets, 3 sinks
- Second Floor Men's (South end): 1 toilet, 1 urinal, 2 sinks
- Second Floor Men's (North end): 1 toilet, 1 urinal, 3 sinks

*Casino must be maintained for all hours it is operational:

- Monday - Wednesday from 6:00 am – 12:00 am,
- Thursday – Saturday from 6:00 am – 1:00 am,
- Sunday from 6:00 am – 11:00 pm.

SECTION D - REQUIREMENTS OF CONTRACTOR

1) Quality Assurance

- a. The Contractor shall provide all supervision, labor, equipment and cleaning supplies necessary to undertake the services identified herein. Contractor shall have a phone number at which they can be immediately contacted twenty-four hours a day
- b. The Contractor shall work with designated City employees to develop cleaning schedules for the respective locations. The work shall be scheduled such that it does not disrupt City functions and normal day-to-day operations of the City.
- c. Project Manager – The Contractor shall provide a project manager who shall be responsible for the overall management and coordination of this contract and who shall act as the central point of contact with the City.
- d. On-Site Supervisor – The Contractor shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and possess the necessary competency to make sufficient daily inspections to insure that work has been and is being performed as required under this contract.

2) Contractor's Employees

- a. All employees of the Contractor must be bondable under the company name and proof of bonding shall be submitted with executed contract.
- b. Identification badges shall be furnished by the Contractor and shall be worn by all contractor employees while on City premises for the performance of services under this contract.

3) Conduct

- a. The City has the sole right to request removal of any contracted employee for reasonable cause. The Contractor's supervisor shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:
- b. No loud, boisterous or disruptive conduct will be permitted (including radios).
- c. Contractor's employees will not open desk drawers or cabinets at any time.
- d. Contractor's employees are not to use or tamper with any office machines, equipment, computers or employee's personal property.
- e. Use of City telephones for personal calls is prohibited.
- f. Only personnel employed by the Contractor designated for work at the City shall be allowed on the job site.
- g. Lights in unoccupied areas shall be turned off, windows and doors returned as found, and unoccupied areas locked.
- h. The Contractor will replace consumable items at the various locations as necessary.
- i. Contractor employees will meet acceptable standards of personal hygiene, neatness, bearing and demeanor.

2.3 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.

2.4 The CONTRACTOR represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the tasks and services provided for herein in a professional and competent manner.

III. USE OF AGENTS OR ASSISTANTS

3.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its duties hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

IV. PROJECT MANAGEMENT

4.1 Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the CONTRACTOR under this Agreement. The project manager appointed by the CITY will oversee the daily administration of the tasks to be performed by the CONTRACTOR under this Agreement.

V. EQUIPMENT

5.1 The CONTRACTOR shall provide the equipment necessary to complete the various work tasks to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR shall meet and confer with the CITY before work 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 work.

VI. FEE AND ORDERING MECHANISM

6.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual services performed and accepted by the City, in a monthly amount as follows:

Fiscal Year 2013 – Monthly \$9,713.00.

6.2 Should the CITY require additional services not included in this Agreement fees and payment for such services will be set forth in a separate Additional Services Addendum, as authorized by the CITY prior to any such additional services or work being performed by the CONTRACTOR.

6.3 The City's ordering mechanism for all work performed under this Agreement shall be a City Purchase Order. CONTRACTOR shall not perform work under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not perform work which is out of scope, nor exceed any not to exceed amounts expressed on the Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for this work in any subsequent Fiscal Year. The City will issue a new Purchase Order each Fiscal Year, for required and approved services.

VII. MAXIMUM COSTS

7.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all tasks as specified herein shall not exceed the maximum contractual amount provided for herein without prior written approval from CITY. The maximum

costs, as expressed herein, include any approved costs associated with Additional Services Addendums approved during the performance of this Contract.

VIII. Billing

8.1 The CONTRACTOR shall submit an itemized bill to the Project Manager for approval prior to receiving compensation. Billing shall include an itemized summary of total costs billed and shall be made at such intervals as stipulated in the Basis for Compensation in paragraph 6.1. All billings shall include a description of the status of efforts, a brief itemization of costs associated with each task or project phase and the total task or project costs to date.

8.2 The CONTRACTOR shall be paid within thirty (30) days receipt of approved invoice for services.

IX. AUDIT BY CITY

9.1 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 work performed or to be performed under this Agreement.

X. COPIES OF DATA/DOCUMENTS

10.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

XI. OWNERSHIP

11.1 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.

XII. WRITTEN AUTHORIZATION REQUIRED

12.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional work or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional work or materials. Additional labor or materials provided without written authorization shall be done at the CONTRACTOR's risk and without payment.

XXIII. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the services specified in this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23 of this Agreement.

A. If the CONTRACTOR does not remedy defaults within thirty (30) days or commence steps to remedy default to the reasonable satisfaction of the Project Manager, the CITY may provide for such services from another CONTRACTOR and the CITY may withhold any money due or which may become due to the CONTRACTOR for such task related to the claimed default; or

B. If after thirty (30) days the CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, 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 that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

XIV. INSURANCE

14.1 Prior to the effective date of this contract, CONTRACTOR shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, the following coverage:

Comprehensive General Liability

Bodily Injury & Property Damage, Combined Limit

- Each Occurrence: \$1,000,000
- Aggregate \$2,000,000

Comprehensive Automobile Liability

Bodily Injury

- Each Person \$ 500,000
- Each Accident \$1,000,000

Property Damage

- Each Occurrence \$ 250,000

Workers Compensation

State	Statutory
Employer's Liability	\$1,000,000

14.2 The City of Lake Worth shall be named as "Additional Insured" on the contractor's General Liability Policy, and if bidder's vehicles will be operating on City-owned property, the City of Lake Worth must also be named as "Additional Insured" on the contractor's Automobile Liability policy.

14.3 Coverage must be maintained during the full term of this Agreement. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the CONTRACTOR to insure it or the Insurance carrier, notifies the City of Lake Worth's Human Resources Director, and Risk Manager, Gordon Hartman (fax 561/533-7383), at least thirty (30) days before expiration of or any changes to the policy.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

14.4.1 The CONTRACTOR shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) before the CITY signs this Agreement.

14.4.2 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another CONTRACTOR or [consultant/contractors], without the CITY incurring any liability to the CONTRACTOR.

14.4.3 At its sole discretion, the CITY may obtain or renew the CONTRACTOR's insurance, and the CITY may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the CITY all monies paid to obtain or renew the insurance. The CITY may offset the cost of the premium against any monies due the CONTRACTOR from the CITY.

XV. WAIVER OF BREACH

15.1 The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

XVI. INDEMNITY

16.1 The CONTRACTOR 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, suite, 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, litigation, arbitration, mediation, appeal expenses) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the CONTRACTOR's performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed).

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

XVII. ENTIRE AGREEMENT

17.1 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.

XVIII. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the 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.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

XIX. SUCCESSORS AND ASSIGNS

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XX. WAIVER OF TRIAL BY JURY

20.1 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.

XXI. GOVERNING LAW

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

XXII. TIME IS OF THE ESSENCE

22.1 Time is of the essence in the completion of tasks and services as specified herein. The CONTRACTOR and the CITY agree that the ongoing performance and completion of all tasks and services specified in this Agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

22.2 The CITY may recover from the CONTRACTOR any amounts paid by the CITY for damages suffered to third parties as a result of the CONTRACTOR's failure to complete the tasks and services as required in this Agreement.

XXIII. NOTICES

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date 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 to the address indicated below; or by nationally recognized overnight courier to the address indicated below. Should the CITY of 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:

Timothy B. Wilson, President
Image Janitorial Services, Inc.
814 14th Street
Lake Park, FL 33403

XXIV. SEVERABILITY

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

XXV. FORCES OF NATURE

24.1 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. Any delays beyond the control of wither party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

XXV. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

XXVI. PUBLIC ENTITY CRIMES

26.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

XXVIII PREPARATION

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

XXVIX PALM BEACH COUNTY IG

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

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

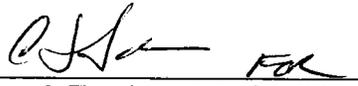
ATTEST

Reviewed and Approved for Execution:

Michael Bornstein, City Manager

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:



Glen J. Torcivia, Interim City Attorney

CONTRACTOR: Image Janitorial Services, Inc.

By: 

[Corporate Seal]

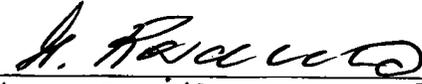
Print Name: Timothy B. Wilson

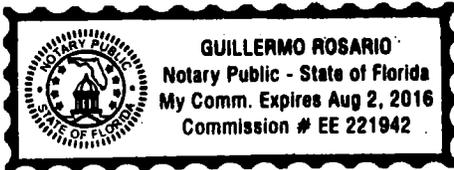
Title: President

STATE OF FLORIDA
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me this 17TH day of SEPT., 2012 by Tim Wilson, President, Image Janitorial Services, Inc, a Florida corporation on behalf of the limited liability company, and who is personally known to me or who has produced the following LIC. # 4258026925B.D, FL as identification.

Notary Public


Print Name: GUILLERMO ROSARIO
My commission expires: AUG 2, 2016.



005

FIRST AMENDMENT TO CONTRACTOR AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT is made this 2 day of October, 2013, between the **City of Lake Worth, Florida**, a municipal corporation with its principle office located at 7 North Dixie Highway, Florida 33460, herein referred to as the "CITY", and **Image Janitorial Services, Inc.**, a Florida corporation, with its office located at 814 14th Street, Lake Park, Florida 33403, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY issued Invitation to Bid PS-BM-11-12-730 ("Bid PS-BM-11-12-730") for the procurement of Custodial Services for City Owned Buildings;

WHEREAS, CONTRACTOR submitted a bid to perform the work described and set out in Bid PS-BM-11-12-730;

WHEREAS, the CITY awarded Bid PS-BM-11-12-730 to the CONTRACTOR and approved the agreement with the CONTRACTOR on September 25, 2012 (the "Agreement"); and,

WHEREAS, the CITY desires to extend the term of the Agreement for an additional year and remove the Casino Complex (Alternative #3) from the renewal for fiscal year 2014.

NOW THEREFORE, the CITY and CONTRACTOR, in consideration of the mutual promises herein contained and contained in the Agreement, the sufficient of which is hereby acknowledged by both parties, agree to amend the Agreement as follows:

I. Term

1.1 The term of this Agreement shall be from **October 1, 2013, through September 30, 2014** with an optional one (1) year renewal remaining thereafter. The option to renew may be exercised by the City Manager. The CITY, however, may terminate this First Amendment and the Agreement as stated in the Agreement.

II. Scope of Services/Work

2.1 All terms and conditions outlined in Bid PS-BM-11-12-730 are incorporated in this First Amendment to the Agreement by reference and in full force and effect unless superseded by the terms of this First Amendment or the Agreement.

2.2 The nature and extent of services to be rendered by the CONTRACTOR are for Custodial Services and remain the same as stated in the Agreement; **however, the Casino Complex (Alternative #3) is removed from the scope of the CONTRACTOR's services under this First Amendment.**

VI. FEE AND ORDERING MECHANISM

6.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual services performed and accepted by the City, in a monthly amount as follows:

Fiscal Year 2014 – Monthly \$7,113.00.

XXX. PUBLIC RECORDS: Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, 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 Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

COUNTERPARTS: This First Amendment to the Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this First Amendment.

ENTIRE AGREEMENT: This First Amendment is intended to amend the Agreement as specified herein and shall take precedence over the Agreement. All other terms of the Agreement that are not amended by this First Amendment shall remain in full force and effect. No other agreements, statement, or promise relating to the subject matter of this

First Amendment and the Agreement which are not contained herein or therein shall be valid or binding.

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

CITY OF LAKE WORTH, FLORIDA

By: [Signature]
Pam Triolo, Mayor

ATTEST

Approved as to form and legal sufficiency:

[Signature]
Pamela J. Lopez, City Clerk



[Signature]
Glen J. Torcivia, City Attorney

CONTRACTOR: Image Janitorial Services, Inc.

By: [Signature]

[Corporate Seal]

Print Name: Timothy B. Wilson

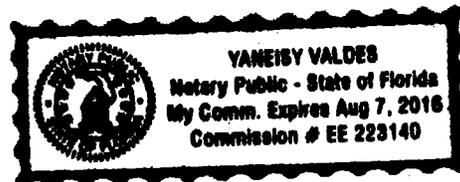
Title: President

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of September, 2013 by Timothy B. Wilson, President, Image Janitorial Services, Inc, a Florida corporation on behalf of the limited liability company, and who is personally known to me or who has produced the following personally known as identification.

Notary Public:

[Signature]



SECOND AMENDMENT TO CONTRACTOR AGREEMENT

THIS SECOND AMENDMENT TO THE AGREEMENT is made this _____ day of _____, 2014, between the City of Lake Worth, Florida, a municipal corporation with its principle office located at 7 North Dixie Highway, Florida 33460, herein referred to as the "CITY", and Image Janitorial Services, Inc., a Florida corporation, with its office located at 814 14th Street, Lake Park, Florida 33403, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY issued Invitation to Bid PS-BM-11-12-730 ("Bid PS-BM-11-12-730") for the procurement of Custodial Services for City Owned Buildings; and

WHEREAS, CONTRACTOR submitted a bid to perform the work described and set out in Bid PS-BM-11-12-730; and

WHEREAS, the CITY awarded Bid PS-BM-11-12-730 to the CONTRACTOR and approved the agreement with the CONTRACTOR on September 25, 2012 (the "Agreement"); and

WHEREAS, the CITY and CONTRACTOR amended the Agreement on October 3, 2013 to extend the term and revise the scope of services (the "First Amendment"); and

WHEREAS, the CITY and CONTRACTOR desire to extend the term of the Agreement for an additional year and further revise the scope of services pursuant to paragraph 6.2 of the Agreement; and

WHEREAS, the Commission finds amending the Agreement as set forth herein serves a valid public purpose.

NOW THEREFORE, the CITY and CONTRACTOR, in consideration of the mutual promises herein contained and contained in the Agreement and as amended, the sufficient of which is hereby acknowledged by both parties, agree to amend the Agreement as follows:

I. Term

1.1 The term of the Agreement under this Second Amendment shall be from **October 1, 2014, through September 30, 2015** with no renewals remaining thereafter. The CITY, however, may terminate this Second Amendment as stated in the Agreement.

II. Scope of Services/Work

2.2 The nature and extent of services to be rendered by the CONTRACTOR are for Custodial Services for the following:

A) Locations (buildings to be maintained in the City of Lake Worth)

Location #1:

City Hall

7 North Dixie Highway

Tile: 1,140 sq. ft, Carpet: 11852 sq. ft, Number of bathrooms – 4

*Paper towels will need to be provided in the Break Room

Location #2

City Hall Annex

414 Lake Avenue

Tile: 2,684 sq. ft, Carpet: 10582 sq. ft, Number of bathrooms – 2

*Paper towels will need to be provided in the Break Room

Location #3

Public Safety Complex

120 North G Street

Tile: 8,000 sq. ft, Carpet: 21000 sq. ft, Number of bathrooms - 10

Location #4

City of Lake Worth Shuffleboard Courts Building

1121 Lucerne Avenue

Tile: 5,900 sq. ft, Carpet -0-, Number of bathrooms - 3

Location #5

Public Services Administration Trailers

1749 3rd Avenue

Tile: 1,050 sq. ft, Carpet: 330 sq. ft, Number of bathrooms - 2

Location #6

City of Lake Worth Public Library

15 North M. Street

Tile: 8,164 sq. ft, Carpet -0-, Number of bathrooms – 4

Flooring requires 3 days/week, Restrooms 4 days/week

Location #7

City of Lake Worth Wimbley Gymnasium

1515 Wingfield Street

Tile: 576 sq ft +832 sq. ft = 1,408, Carpet -0-, Number of bathrooms – 2

Flooring requires 3 days/week

Location #8

City of Lake Worth Osborne Center

1699 Wingfield Street

Tile: 5,973 sq. ft, Carpet: 720 sq. ft, Number of bathrooms – 4

*Bathrooms require 4 days/week, Flooring requires 3 days/week

Location #9

City of Lake Worth Utilities Complex

1900 2nd Avenue North

Tile: 4,452 sq. ft, Carpet: 4476 sq. ft, Number of bathrooms – 5

*Paper towels will need to be provided in the Break Room

Location #10

City of Lake Worth Golf Course Pro Shop
17th Avenue North

Tile: 526 sq. ft, Carpet: 5143 sq. ft = 286 sq ft = 4,857, Number of bathrooms – 7
*Bathrooms January – April requires 7 days/week, Flooring requires 4 days/week
*Bathrooms May – December requires 5 days/week, Flooring 4 days/week

Location #11

CLW Public Services Sanitation & Street Divisions
1880 2nd Avenue North

Tile: 4,600 sq. ft, Carpet -0-, Number of bathrooms - 2

CLW Utilities Water Division Double-Wide Trailer
1880 2nd Avenue North

Tile: 600 sq ft + 1,132 sq ft = 1,732
1132 sq. ft, Carpet -0-, Number of bathrooms - 2

Location #12

Community Redevelopment Agency Building
29 South J Street

Tile: -0-, Carpet: 1692 sq ft, Number of bathrooms – 2

Location#13

City Garage
1749 3rd Avenue South

Number of bathrooms = 2+1 =3

***The Casino is no longer within the Scope of Services.**

VI. FEE AND ORDERING MECHANISM

6.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual services performed and accepted by the City, in a monthly amount as follows:

Fiscal Year 2015 – Monthly \$7,388.00 with the total amount to be paid by the CITY in Fiscal Year 2015 shall be \$88,656.

COUNTERPARTS: This Second Amendment to the Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Second Amendment.

ENTIRE AGREEMENT: This Second Amendment is intended to amend the Agreement as specified herein and shall take precedence over the Agreement and the First Amendment. All other terms of the Agreement that are not amended by this Second Amendment (or as amended by the First Amendment) shall remain in full force and effect. No other agreements, statement, or promise relating to the subject matter of this Second Amendment and the Agreement (or as amended by the First Amendment) which are not contained herein or therein shall be valid or binding.

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

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

Approved as to form and legal sufficiency:

Pamela J. Lopez, City Clerk

Glen J. Torcivia *FCR*
Glen J. Torcivia, City Attorney

CONTRACTOR: Image Janitorial Services, Inc.

[Corporate Seal]

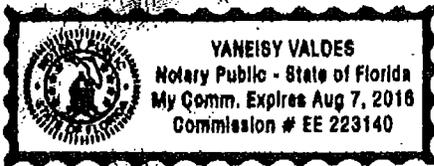
By: _____
Print Name: Timothy B. Wilson
Title: President

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 16th day of September 2014 by Timothy B. Wilson, President, Image Janitorial Services, Inc, a Florida corporation on behalf of the limited liability company, and who is personally known to me or who has produced the following _____ as identification.

Notary Public :

Yaneisy Valdes





CITY OF LAKE WORTH

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

AGENDA DATE: September 23, 2014, Special Meeting

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Agreement with Valleycrest Golf Course Maintenance, Inc., for golf course ground maintenance

SUMMARY:

This Agreement will provide turf maintenance service at the City's Municipal Golf Course.

BACKGROUND AND JUSTIFICATION:

The Lake Worth Golf Course is nearing the end of a three-year contract for golf course maintenance, and in response, the City issued IFB # 14- 127 Golf Turf Maintenance. The IFB sent out by the City was designed to continue to improve the golf course conditions, which meant creating a more detailed scope of work, and higher levels of expectation. The IFB called for higher staffing levels, more maintenance equipment, and stronger applications of fertilizer, and weed control chemicals in order to accomplish the goals of having the best conditioned golf course the golf course's budget could afford.

The City received a total of six proposals in response to the IFB, of which three were selected for further review.

<u>Supplier Name</u>	<u>Monthly Cost</u>	<u>Total Yearly Cost</u>
Davey Tree	\$44,214	\$530,568
IGM	\$45,597	\$554,460
Valleycrest	\$46,500	\$558,000
Down To Earth	\$50,459	\$605,508
Billy Casper	\$52,650	\$631,800
Green Golf	\$54,166	\$649,992

The Golf Course staff spent considerable time conducting due diligence research on the three selected proposals: Davey Tree; IGM; and, Valleycrest. The IFB stated that the award would be to the bidder based on the "best value" to the City using the equally weighted criteria of: qualifications; skill and experience based on reference verification; amount of bid in related to needed goods and services and in relation to other bids received; and, adherence to the specifications and requirements of the IFB.

After reviewing all the information collected, it is staff's professional recommendation that Davey Tree does not offer the City with the "best value" proposal for the City's future golf course maintenance needs in terms of qualifications and skill/experience (consistent with the criteria in the IFB). In addition, City staff had some concerns with Davey Tree's proposal in terms of reasonable budget/bid costs (as an authorized consideration under the IFB).

IGM failed to provide the necessary licenses as required in the IFB and was disqualified from further consideration.

City staff confirmed Valleycrest's proven performance in the S. Florida golf course market through verification of numerous golf course maintenance contracts in Palm Beach County and in the State of Florida.

Other municipal golf courses that currently use Valley Crest Golf Course Maintenance are:

- Palm Beach County Park Ridge Golf Course
- Palm Beach County Okeehelie Golf Course
- Palm Beach County Osprey Point Golf Course
- Palm Beach County John Prince Learning Center
- The Villages Municipal Golf Course (3)

Valleycrest provided a total bid package to the City which included an additional equipment package with a value of \$56,000 and a commitment to provide all necessary maintenance equipment at their cost for the term of the contract. Valleycrest's ability to provide all necessary maintenance equipment without delays, including accessibility to the equipment in the case of a breakdown, is a critical component that was considered when considering the overall value of the proposals.

Below is a list of the equipment new and used Valleycrest is providing:

Brand New Equipment:

(1)GM 4300-D Rough Mower (Free) \$56,000 value. Valley Crest will be giving this mower to the city to keep. This mower will remain ours in the event that Valley Crest ever leaves the golf course.

(1)Pro Force Blower

(1)Pull Behind Lely

(1)Club Carry All

Used Equipment:

(1)1A-1/2 Ton Pickup

(1)6500 Fairway Mower

(1)Sand Pro Bunker Rake

(1)Workman

(4)3150-Greens Mower

(2) Club Carry All

(1) Express Dual Reel Grinder

Used Equipment:

(1)1250 Toro Sprayer

(1)3500 Sidewinder

(1)Procore 648

(1) John Deere Tractor/Loader

(1) 328 Groundsmaster

(1) Express Dual Bed Knife Grinder

Valleycrest's professional references have all been verified as above satisfactory performance in the execution of their maintenance contracts and Valleycrest's performance in the execution of their contract with the Lake Worth Golf Course has been above satisfactory.

In staff's opinion, Valleycrest offers the "best value" to the City. By contracting with Valleycrest to become the City's golf course maintenance partner, the City will share the tremendous agronomic and human resources of a company dedicated to applying the highest operating standards to help reach the golf course's immediate and long term goals. With that, our customers will benefit by our ability to bring additional value to our golf course.

Consistent with the IFB, Valleycrest has agreed to keep their bid price firm for the first three years of the contract. If Valleycrest is offered the two, one year renewal terms, Valleycrest would be able to increase their price based on the applicable CPI.

MOTION:

I move to approve/not approve an agreement with Valleycrest Golf Course Maintenance, Inc.

ATTACHMENT(S):

Fiscal Impact Analysis

Invitation For Bid

Bid Tabulation

Addendum 2

Letter of Clarification

Contract

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	\$558,000	\$558,000	\$558,000	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: _____



City of Lake Worth
PROCUREMENT OFFICE

INVITATION FOR BID

IFB # 14-127

GOLF COURSE TURF MANAGEMENT

Bid Submission Deadline

Day/ Date: August 12th, 2014
Time: 2:00PM
Location: Procurement Office
7 North Dixie Highway – 2nd Floor
Lake Worth, FL 33460

Mandatory / Non-Mandatory Pre-Bid Conference Meeting

Day/ Date: July 28th, 2014
Time: 9:30 AM
Location: Lake Worth Golf Course
Meet at the Front Entrance
One 7th Ave North
Lake Worth, FL 33460



PROCUREMENT OFFICE

7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1674

**INVITATION FOR BID
IFB # 14-127**

Golf Course Turf Management

The City of Lake Worth is soliciting bids from responsible and experienced companies to provide on-going golf course turf maintenance at the City's municipal golf course. The scope of work is generally described as follows: year-round turf and landscape maintenance and management at the City of Lake Worth municipal golf course including, but not limited to, clubhouse, parking lot and entranceway landscaping and maintenance; maintenance of all turf equipment and golf cart fleet maintenance; and, maintenance of all applicable maintenance facilities.

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

Time is of the essence. Any bid received after **2:00PM on Tuesday, August 12th, 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. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

Mandatory meeting is scheduled at 9:30 AM on Monday, July 28th, 2014 at the Golf Course located at One 7th Ave North, Lake Worth, FL 33460. Meet at the Front Entrance.

All bids must be delivered or mailed to:

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

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # 14-127.

Hirut Darge, Purchasing Agent

PUBLISH: West Palm Beach Post
July 20, 2014

SECTION 1 – SCOPE OF WORK AND TENTATIVE BID SCHEDULE

Golf Course Turf Management

The City of Lake Worth is soliciting bids from responsible and experienced companies to provide on-going golf course turf maintenance at the City's municipal golf course. The scope of work is generally described as follows: year-round turf and landscape maintenance and management at the City of Lake Worth municipal golf course including, but not limited to, clubhouse, parking lot and entranceway landscaping and maintenance; maintenance of all turf equipment; and, maintenance of all applicable maintenance facilities. A more detailed scope of work, the specifications, are attached and incorporated into to this Invitation for Bid (IFB) as Exhibit "A".

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

TENTATIVE BID SCHEDULE

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

ACTION

COMPLETION DATE

IFB Publication Date,

July 20, 2014

Pre-Bid Meeting - Mandatory

July 28, 2014 at 9:30 AM

Final Questions Due

July 31, 2014 by 2:00 PM

Addenda Published

August 4, 2014 by 3:00 PM

Proposals Due

August 12, 2014 at 2:00 PM

SECTION 2 – SPECIAL TERMS

1. **Pre-Bid Conference.** **Mandatory Pre-Bid Conference is scheduled at 9:30 AM on Monday, July 28th, 2014 at the Golf Course located at One 7th Ave North, Lake Worth, FL 33460. Meet at the Front Entrance.** This will be the only opportunity for bidders to ask questions and seek any clarification concerning the project.

2. **Minimum Qualifications.** In order for a bidder to be considered for award, the bidder must have the following minimum qualifications. A bidder who fails to meet these requirements will be disqualified. All decisions on qualifications are within the City's sole discretion.
 - A. Each bidder must provide written evidence/references that the bidder currently maintains a minimum of three (3) **18-hole golf courses**. References must include scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (broken down by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget.

 - B. Each bidder must provide written evidence/references that the bidder has a minimum of five (5) years of experience in the maintenance of **18-hole golf courses' facilities** within the past five (5) years. References must include scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (broken down by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget.

3. **Licenses.** Each Bidder shall have the following licenses at the time of bid submittal or its bid may be disqualified:
 - Ornamental Pest Control License;
 - State of Florida General Contractor's license, or either an irrigation or plumbing license

Each Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

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

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

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

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

- A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

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

5. **Other Special Conditions:**

The services to be provided under this IFB are set to commence on October 1, 2014. All bidders must have all necessary equipment and/or personnel to commence on said date.

SECTION 3 - 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 one (1) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

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

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

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

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

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

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

- B1 Bid Package Cover Sheet
- B2 Minimum Qualifications
- B3 Bid
- B4 Schedule of Subcontractors
- B5 Contractor Verification
- B6 Non-Collusion Affidavit
- B7 Drug Free Certification

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

3. **COMPLETION OF BID SUBMISSION PACKAGE.**

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

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

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

4. ERRORS/ERASURES/CORRECTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. 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. Qualifications;
2. Skill and experience based on reference verification;
3. Amount of the bid in relation to the needed goods & services and in relation to other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

The above criteria are equally weighted.

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

16. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next "best value" bidder based on the bid tabulation and to contract with said bidder. The City anticipates awarding a five (5) year contract consisting of an initial term of three (3) years with two (2) optional one-year renewal terms. The City will reserve the right in the contract to terminate the contract without cause upon 60-days written notice.

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

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

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

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

21. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City's Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder's bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected. Applicable forms may be obtained from the City's Procurement Office. Requests for forms must be made at least 48 hours in advance of bid due date and time.

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

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

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

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

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

END OF SECTION 3 - INSTRUCTIONS TO BIDDERS

EXHIBIT "A"
DETAILED SCOPE OF WORK

The following detailed scope of work shall be incorporated into the contract with the successful bidder.

THE PROJECT: To maintain the City of Lake Worth municipal golf course at a level comparative to other local first class daily fee operations and consistent with levels expected of other municipal and county facilities and grounds.

BACKGROUND: The City of Lake Worth Golf Course is a public 18 hole facility located on the Intracoastal Waterway. The facility consists of approximately 106 acres, of which approximately 2 acres are support facilities and parking areas; 5 acres are lakes; and, 99 acres are the course: 21 acres of fairways; 68 acres of irrigated roughs; 3 acres of greens; 5 acres of tees; and, 2 acres of miscellaneous areas. For exact measurement bidders should physically inspect/measure the site. The golf course is a par 70. The facility does not have a driving range, but does have one practice green, one practice hole, and a chipping green with a bunker. The boundaries of the golf course are the golf course side of the waterline surrounding the property and inside and including the entrance sign planting bed at the entrance to the golf course.

PERFORMANCE PARAMETERS:

A. CITY / SUCCESSFUL BIDDER REPRESENTATIVE

The Golf Course/Facility Manager shall monitor the successful bidder's operation. This representative will be the direct liaison between the City and the successful bidder. The Superintendent shall be the successful bidder's representative and who will be physically on-site at the golf course, as required herein regarding Key Staff.

B. MAINTENANCE BUILDING

1. Successful bidder shall not make any changes to the maintenance building without the prior consent of the Leisure Services Department. Structural changes to the buildings will require written consent and are not included in this contract.
2. Successful bidder shall provide routine systems preventative maintenance services in accordance with the minimum maintenance standards (below).
3. The City shall conduct facility audits on a regular basis and will submit their findings with recommended repairs and changes to the successful bidder. The successful bidder shall make the necessary repairs or implement recommended changes in a timely fashion.

C. PERSONNEL

1. Successful bidder shall hire a sufficient number of staff to complete the year round maintenance of the golf course up to the levels identified in the scope of work.
2. Persons employed by the successful bidder in the performance of services pursuant to a resulting contract shall not be considered employees of the City, shall be independent thereof and shall have no claim against the City as to pension, workers compensation, unemployment compensation, insurance, salary, wages, or other employee rights or privileges granted by operation of law or by the City of Lake Worth.

3. Successful bidder shall indoctrinate and train all employees in the schedules, philosophies, and public relations concerns of the City. Successful bidder's personnel shall conduct all work operations and dealings with the public in a courteous manner.
4. Successful bidder shall be responsible for monitoring employee work performance; managing time and materials; determining personnel needs; selecting, training and supervising subordinate personnel.

D. **KEY STAFF**

1. **Golf Course Staff**

- (a) The successful bidder shall retain a minimum of one golf course superintendent for the golf course. The golf course superintendent shall be a GCSAA Class A certified superintendent or at a minimum will have education and experience equivalent to a degree in Agronomy, Horticulture, etc., and seven (7) years progressively responsible experience in golf course maintenance, five of which must be as a superintendent, in the Southern region at golf courses of 18 Holes or more and with a crew size of 10 or more. The superintendent shall have experience maintaining Bermuda turf. During the post award meeting, the superintendent will be responsible for familiarizing themselves with all systems installed at the facility, including any environmental permit requirements and Audubon International programs.
- (b) The successful bidder shall retain an on-site assistant golf course superintendent who shall at a minimum have education and experience equivalent to graduation from a standard high school with additional courses of study in a field related to Agronomy, Horticulture, etc., and three (3) years progressively responsible experience in golf course maintenance in the Southern region at golf courses of 18 Holes or more and with a crew size of 10 or more.
- (c) The successful bidder shall retain an on-site full time equipment manager/mechanic who shall have the education and experience equivalent to graduation from a standard high school with additional courses of study in a field related to small engines, electrical, hydraulics, diesel engines, welding and fabricating, and two (2) years progressively responsible experience in golf course equipment management.
- (d) The successful bidder's staff must include a dedicated spray tech or agreed upon alternative for the golf course and an individual that is thoroughly familiar with the operation and maintenance of modern computerized irrigation systems and central controllers.

The City shall have the right to approve the individuals whom the successful bidder intends to utilize or hire to fill the position of golf course superintendent (regardless of the title given for such position by the successful bidder), such approval shall not be unreasonably withheld.

Job descriptions, including the level of service expected, shall be developed by the successful bidder for successful bidder's employees. The successful bidder shall ensure that all employees are trained for their duties and provide them with a detailed explanation of the expectations and goals of management. All staff shall be uniformed and present a neat and orderly appearance.

2. SECURITY

- (a) Successful bidder shall ensure the Security and protection of the maintenance facility and any and all current equipment, and facilities, and any items hereafter placed on, or installed in, or stored at the facility.
- (b) Successful bidder shall be responsible for preventing unauthorized access to the maintenance facilities.
- (c) Successful bidder shall designate 24 hour response, backup response and support staff to answer alarms or emergencies during all hours of the day.
- (d) Successful bidder shall provide a list of all personnel who have keys to the golf course and/or personnel who are privy to security code (if any) access to the Golf Course.
- (e) Successful bidder shall ensure that the security systems (if any) are operating during all times that the facilities are not supervised by Successful Bidders staff.

3. EQUIPMENT & MATERIALS

- (a) The City shall furnish certain city assets as described in "**Exhibit B**" for successful bidder's use in operating, managing, and maintaining the golf course. At the end of the contract or any subsequent extensions, the successful bidder shall return said assets to City in the same condition as received, normal wear excepted.
- (b) The successful bidder shall conduct, at least annually, a physical inventory to verify that all assets are present at the golf courses. The successful bidder is responsible for the replacement of all assets as described in **Exhibit "B"** (and all replacement and additions thereto) resulting from the intentional or negligent acts of Successful Bidder and/or Successful Bidder's employees. Successful bidder shall not move any assets from golf course to golf course, or for repair, without prior written approval from the Golf Course Manager. Successful Bidder shall not remove any assets from the golf course without prior written approval from the Leisure Services Director.
- (c) The City furnished equipment is the basic equipment required to perform turf management functions, however the successful bidder will need to provide additional equipment to perform and complete all turf management responsibilities. Additional specialized equipment will be required to conduct all tasks necessary to meet the minimum specifications identified in the bid. Successful bidder shall provide all additional turf equipment to conduct the work specified in the bid with the City's approval at the contractor's cost.
- (d) The successful bidder shall be responsible for providing all hand tools; shop equipment, mechanics tools, and hand held power equipment at Successful Bidders cost to conduct the work specified in the bid.

4. TURF MANAGEMENT

- (a) The golf course and all common areas shall be maintained to the highest quality of maintenance possible in accordance with the detailed specifications contained herein. All labor, materials, utilities, fuel and supervision shall be provided by the Successful Bidder, to professionally maintain the golf course, maintenance building, and equipment in accordance with the specifications hereunder and the minimum maintenance standards identified below.

- (b) The specifications are meant to indicate minimum standards necessary for proper maintenance of the golf course in conditions specified herein, but nothing in these specifications shall be interpreted to limit the responsibility of the successful bidder from carrying out additional measures required to meet the intent and quality specified.
- (c) All normal time sensitive maintenance and setup functions which are essential to providing high quality playing conditions for the public shall be provided in a timely manner.
- (d) Turf management and general maintenance programs to bring substandard areas of the golf course up to the standards reflected in these specifications or to enhance the facilities shall be proposed and implemented. Successful bidder shall be reimbursed for City approved and clearly defined special project work to bring these areas up to the standards identified in the bid, but only to the extent that the successful bidder, in light of its expertise and experience in golf course maintenance of first class golf courses, could not have taken reasonable measures to prevent or mitigate the damage to these areas by providing maintenance practices up to the level defined in the scope of services.

Examples of these types of projects include but are not limited to; erosion and sediment control, drainage work, irrigation system expansion, teeing surface replacement, concrete/asphalt cart path repair and replacement, landscaping replacement, sod installation, testing of new products and materials, Audubon and environmental enhancement projects, and problems related to excessive settling. Successful Bidder shall propose an hourly rate for such special project work completed during the hours of 6:00 a.m. to 2:30 p.m., Monday through Friday (see Bid Response). Materials and subcontractor's work shall be reimbursed at successful bidder's cost.

- (e) The golf course should be regularly evaluated and capital improvements should be recommended wherever necessary.

5. PROFESSIONAL EXPERTISE

- (a) To obtain maximum performance the successful bidder's professional agronomist shall supplement the trained maintenance personnel with facility reviews on a quarterly basis at no additional cost. City may require successful bidder to bring in other consultants to address specific problems. These consultant(s) shall be hired at the City's expense. Successful bidder will be reimbursed by City at successful bidder's cost.
- (b) The successful bidder shall incorporate its full service maintenance program based upon generally accepted turf management principles and the successful bidder's City approved maintenance manual.
- (c) The successful bidder's assigned Golf Course Superintendent will have the educational background and experience necessary to provide ongoing maintenance programs which shall fulfill the terms and conditions of the resulting contract.
- (d) Application of restricted use pesticides on the premises of all golf facilities shall be performed by or under the supervision of a licensed pesticide applicator. Applications must follow label, guidelines, directions and restrictions.

E. WORK HOURS

1. Golf Course operates seven days a week three hundred and sixty five days a year from approximately 6:30 am until one hour after dusk.
2. The schedule of work hours for accomplishment of maintenance services shall conform to the requirements of the City. The schedule of work hours must have the approval of the City's representative.
3. The successful bidder shall furnish advance monthly project schedules to the City's representative one week prior to performing its maintenance work. In addition, successful bidder shall also furnish an advance annual master scheduling plan setting forth the proposed work/project schedule for the upcoming year to the City's representative.
4. The working schedule shall be rotated so that appropriate crew members will be on the Golf Course on Saturdays, Sundays, and Holidays.
5. During all normal working hours, and during execution of the work, the Successful Bidder shall provide a superintendent or assistant superintendent as supervisor with authority to speak and act for the successful bidder on-site.
6. In the event of a natural disaster, the City may issue written authorization to the successful bidder to allow overtime at the City's expense to repair the golf course. City may also authorize the successful bidder to bring in additional post disaster recovery staff; successful bidder shall propose an hourly rate for such staff (see Bid Response). This overtime and additional staff work will be reimbursed outside of the resulting contract.

F. EVALUATION OF OPERATION

1. At the end of the first ninety (90) days of golf course maintenance, the successful bidder shall submit a formal report to the City representative outlining recommendations which will improve the quality of service and assist in effecting future cost savings. In addition successful bidder shall submit an equipment replacement plan listing the current equipment inventory, replacement schedule and estimated cost of replacement.
2. On an annual basis, during the City's budget process, the successful bidder shall submit recommended changes to the City Representative in regard to maintenance equipment inventory.

G. MAINTENANCE PLAN

1. The golf course and all common areas shall be maintained to the highest quality of maintenance possible in accordance with the parameters contained herein. All labor, materials, utilities, fuel and supervision shall be provided by the successful bidder, to professionally maintain the course, equipment, and maintenance facility in accordance with the specifications hereunder and the turf management standards (Exhibit A). All fertilizer and pre-emergent applications will be scheduled during the first two weeks of the month unless otherwise approved by the golf course manager. All bulk application will be completed in a maximum of three days. If the Successful Bidder fails to perform fertilizer or pre-emergent applications as scheduled the City may use its own means to make the missed application and deduct the entire cost of the application from the successful bidder's monthly payment.
2. All normal time sensitive maintenance and setup functions which are essential to providing high quality playing conditions for the public shall be provided in a timely manner.
3. Turf management programs to maintain and improve playing conditions shall be developed and implemented, which should include corrective actions to bring substandard areas of the golf course up to the standards reflected in these specifications.
4. The golf course should be regularly evaluated and capital improvements should be recommended wherever necessary.
5. Successful bidder shall provide weekly summaries of work performed by email to the City representative. The successful bidder shall deliver to the City representative on a monthly basis a summary of work performed for the month including details of any bulk applications backed up by delivery tickets and/or invoices.

H. EQUIPMENT, MATERIALS AND SUPPLIES

1. The City shall provide certain storage areas and office space for the successful bidder's use. The City may negotiate the purchase of maintenance equipment owned by the successful bidder at the termination of the resulting contract. This will be at the sole discretion of the City, and any purchase will be outside of the resulting contract.

I. MISCELLANEOUS PROVISIONS

1. The Golf Course Superintendent employed by the successful bidder shall comply with service requests furnished by the City within the scope of work stated herein.
2. Office space shall be provided to the Golf Course Superintendent.
3. Successful bidder shall be responsible for instructing its employees in appropriate safety measures, and shall not permit them to place tools, materials, and other equipment in traffic lanes, cart paths, or other locations in such a manner as to create safety hazards.
4. Successful Bidder's personnel shall be required to interrupt performance of their work, if necessary, to allow passage of golfing traffic. Successful Bidder shall conduct monthly safety meetings and submit attendance logs to the City.

5. All maintenance work will be done in conjunction with play and will not interrupt play unless partial or complete interruption of play is planned in advance and approved by the City Representative.
6. City of Lake Worth may perform independent agronomic evaluations of the golf course on a semi-annual or annual basis utilizing professionals from the USGA Greens Section or other recognized professional consultant service. The Successful Bidder will, at no additional cost to City of Lake Worth, be required to implement any corrective actions recommended that fall within the scope of work described herein in a timely manner.
7. The Successful Bidder shall, at City's cost, be responsible for abating nuisance animals on the golf course. The Successful Bidder shall be responsible for abating nuisance animals and insects at the maintenance facilities at Successful Bidder's cost.
8. The Successful Bidder shall provide timely responses to inquiries and complaints from City staff coordinate operations with the Leisure Services Department, and other City departments or other governmental agencies, and the general public.
9. Successful Bidder shall be responsible for monitoring utility usage, and establishing and following operating procedures and policies.

J. EMERGENCY MAINTENANCE PROVISION

In the event that the City, at any time, determines that any portion of the golf course is in immediate jeopardy of sustaining serious harm due to a failure on the part of the Successful Bidder, the Leisure Services Department Director may use any means to perform such tasks as are necessary to prevent such serious harm from taking place. The costs of such preventative maintenance incurred by the City shall be itemized by the City and submitted to the Successful Bidder for payment and/or credit against Successful Bidder's monthly payment.

K. EVALUATION OF OPERATIONS

1. The City representative or designated specialist shall, on a frequent basis or as necessary, inspect the golf course for purposes of ensuring Successful Bidders compliance with the scope of services. In conducting such inspection and evaluation, the City representative shall complete applicable portions of the Golf Course Operations and Maintenance Evaluation Form (Exhibit B), and shall promptly thereafter provide Successful Bidder a copy of the completed form or applicable portion. The City representative shall act reasonably and in good faith in making the determination of whether the Successful Bidder has met the standards identified in the scope of services for the applicable areas being evaluated.
2. The golf course operations and maintenance components shall be rated as "Superior", "Satisfactory," "Mostly Satisfactory," "Needs improvement" or "Unsatisfactory." An overall rating using the same scale shall also be determined. The City representative's rating of an item as "Mostly Satisfactory" shall upon Successful Bidder's receipt of the Golf Course Operations and Maintenance Evaluation Form, constitute a notice that a portion of the golf course requires contractors attention and is in jeopardy of becoming unsatisfactory. The City representative's rating of an item as "Unsatisfactory." or "Needs Improvement" shall, upon Successful Bidder's receipt of the Golf Course Operations and Maintenance Evaluation Form, constitute a Notice of Golf Course Deficiency with respect to the deficient item(s).

3. Within one week after receipt of the Golf Course Operations and Maintenance Evaluation Form, the City representative and the golf course superintendent shall meet to review the deficiency Item(s), including the corrective actions the superintendent intends to take to correct the deficiency item(s), and the time schedule for completion of corrective action. The proposed corrective action and the time schedule shall be approved by the City representative. When a deficient Item has been satisfactorily corrected, the superintendent of the golf course shall notify the City representative.

4. If Successful Bidder obtains an overall rating of "Unacceptable," for a period of two consecutive months, or fails to take action to timely correct any deficiency Item(s), a vendor complaint shall be submitted to the City Purchasing Department notifying them that the Successful Bidder is in material breach of their contract, which may result in contract termination. In addition, any failure to achieve an overall rating of "Acceptable" for any four 4 months within any single operating year, or any three 3 consecutive months, will be considered as a material breach of the contract, which may result in contract termination.

5. The following items shall be considered exclusions for the purpose of determining whether there have been two consecutive months with overall ratings of "Unacceptable" and for the purpose of determining whether an outstanding deficiency Item has been timely corrected:

- a. Any outstanding deficiency Item that the superintendent is diligently and timely correcting in accordance with the time schedule jointly agreed to by the City representative and the superintendent of the Golf Course;
- b. Any deficiency Item in which the correction is considered a Capital Improvement but only if and to the extent Successful Bidder, in light of its expertise and experience as a manager of first class golf courses, could not have taken reasonable measures to prevent or mitigate the deficiency Item from occurring;
- c. Any deficiency Item that superintendent is unable to correct because of the occurrence of a "Force Majeure Event", but only to the extent the Successful Bidder, in light of its expertise and experience as a manager of first class golf courses, could not have taken reasonable measures to prevent or mitigate the Force Majeure Event;
- d. Any deficiency Item that superintendent is unable to correct due to City's failure to provide sufficient funds to effect such correction.

L. CONSTRUCTION & REMODELLING

Successful bidder shall not make any change in the physical characteristics of any area of the golf course, such as the addition or removal of sand traps, addition or removal of any hazards (water, trees or native vegetation), or the modification of any portion of the golf course or the buildings without the prior approval of the City Representative.

M. PROGRAMS

All programs for fertilization, chemicals and top dressing formulations shall be reviewed and approved by the City Representative prior to the application or use on the golf course

N. AUDUBON INTERNATIONAL CERTIFICATIONS

Successful bidder shall manage the golf course in accordance with Audubon International guidelines.

O. ADDITIONS AND DELETIONS

Due to the nature of golf course maintenance and the economics of the golf industry the successful bidder shall provide unit pricing for certain products and services that may be added to the contract or deleted from the contract based upon specific turf needs and revenues generated. **See the bid forms.**

GOLF COURSE MINIMUM MAINTENANCE STANDARDS

Note: These specifications are meant to indicate minimum practices necessary for proper maintenance of the golf course in conditions specified herein, but nothing in these specifications shall be interpreted to limit the responsibility of the successful bidder from carrying out additional measures required to meet the intent and quality specified.

Unless otherwise specified, all requirements stated herein shall be included in the monthly price provided on the bid response page for turf management (Item #1).

1) GOLF COURSE MAINTENANCE

The work includes maintenance of grass on greens (including putting greens and perimeter slopes), tees (including practice tees), approaches, collars, ditches, fairways, roughs, sand traps, lakes and maintenance of trees, shrubs and landscaping throughout the entire acres covered by this contract..

a) Greens Maintenance

All putting surfaces both within the practice facilities and on the golf course.

- i) Bermuda Mowing - Mowed daily at approximately .150" to .170" depending on weather and time of the year; varying mowing directions each time greens are mowed with a clean up circle, skipped as necessary, greens should be whipped daily, and leaves and debris should be removed daily.
- ii) Cup Cutting - Change cup locations daily, utilize entire green on a rotation. Cups must be properly located and installed. Plugs must be set correctly. High or low plugs will not be permitted.
- iii) Ball Marks - Repair ball marks, divots, or any other damaged turf on all greens and practice greens daily.
- iv) Verticutting - Light vertical mowing on all greens and practice green shall be performed every 7 to 10 days from April to September as needed to control thatch build up and stimulate optimum turf growth. Heavy vertical cutting should be done in conjunction with the aerification operations.
- v) Aerifying - Core aerify all greens and practice putting green a minimum of three (3) times each summer. This shall be done with approved equipment which places holes on two (2) inch centers and minimum of three and one-half (3 1/2) inches deep. The second aerification will be done with 7" deep coring tines. All core debris must be removed from the green and disposed of, greens mix should be dragged back in. Additional greens mix or approved sand shall be added as necessary to smooth the green. Depending on greens conditions, a change in size or switch to solid tines may be approved by the City Representative. Successful bidder may adjust the types and frequency of aerifications with the approval of the City Representative. Spiking - Spiking of all greens and practice greens shall be performed between aerifications and as needed to maintain proper water infiltration.
- i) Top Dressing - Top dress all greens and practice greens after aerification and additionally as needed to maintain a smooth putting surface which includes the complete filling of aerification holes. Dust top dressing should occur every 2 weeks during the summer and as needed during the winter. Top dressing materials used will be determined by soil analysis. Greens will be swept/whipped and smooth after each topdressing.

- ii) Fertilization Bermuda - The greens fertilization program should be based on bi-annual, spring and fall, soil analysis results to determine specific requirements. Greens acreage is not included in fairway/rough bulk load acreage. Apply fertilizer in the quantity and type suggested by the soil analysis, and in a manner to provide uniform growth of turf. Minimal fertilization schedule will include:
 - (1) Polyon 0-0-50 Micro: To be applied during both standard core aerifications at a rate of 4 pounds of potassium per 1000 square feet per aerification and sweep into the aerification holes.
 - (2) Granular greens grade: 4 applications of a greens grade material containing a 1 to 1 ratio between nitrogen and potassium with a minimum of 90 percent of the nitrogen being BCMU or Nutralene. This application should be applied at a rate of 1 pound of nitrogen per 1000 square feet and applied 1 week before each core aerification.
 - (3) Gypsum: 3 applications of greens grade gypsum should be applied at 10 pounds of product per 1,000 square feet per application throughout the growing season.
 - (4) Liquid fertilizers: A liquid fertilizer should be applied weekly during the months March through September. This fertilizer should be similar to an 18-3-6 containing 50 percent UMAXX and a complete minor's package. This product should be applied at 1/8" of a pound of nitrogen per 1000 square feet per application.
 - (5) Soil analysis should be used to determine other specific nutritional requirements. Successful bidder shall provide an annual schedule for all fertilizer applications, a post application summary including copies of product delivery tickets.
- iii) Growth Regulators: Primo should be applied at minimum of 5oz per acre weekly during the months of May through September.
- iv) Fungicide - All greens and practice green shall have appropriate fungicide applications to prevent and/or control fungal disease activity. Fungicides should be rotated to prevent resistance.
- v) Herbicides - Pre-emergent chemicals shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens, weed difficult to eradicate such as Poa annua, goose grass, crabgrass, etc. All greens and practice green shall be maintained 100% free of foreign grasses and weeds even if it is necessary to remove them by hand.
- vi) Insect Control - All greens and practice green shall be treated on a preventative and /or curative basis as needed to control insects and pests.
- vii) Irrigation - Greens are to be properly irrigated to prevent the decline of turf grass and not to be over irrigated causing algae, flooding, or washouts.
- viii) Greens Conditions – Contractors shall ensure that greens are kept in a healthy, smooth, and stress free condition with consistent ball roll from green to green and from day to day. Stimpmeter readings shall be consistently kept between 8' and 10'. Exceptions may be made by the golf course manager during cultural practices and periods of high environmental stress.

b) Greens Collars and approaches.

All areas except greenside bunker facings within 20 yards (60 ft) of exterior edge of putting surfaces mowed at fairway height or lower.

- i) Mowing - all green collars, approaches, and green sloping, shall be mowed to a height ranging from .250 to .500; no less than three times per week at an interval not to exceed three days. Clippings, leaves and debris shall be removed daily.
- ii) Weed control - Green collars, approaches and green slopes shall be kept 100% weed-free through proper application of approved herbicides, and hand removal if necessary.

- iii) Vertical mowing - All approaches and collars, and sloping shall be severely vertically mowed 3 times each summer in conjunction with core aeration and as needed to control thatch build up.
- iv) Aeration - All approaches and collars shall be core aerified a minimum of 3 times each summer.
- v) Fertilization/Other Bermuda - Minimal fertilization schedule for all green collars, approaches, and green sloping will include:
 - (1) 6 applications of 20-4-10 that contains a minimum of 75 percent XCU controlled release nitrogen. These applications should be made once every 6 weeks during the growing season (approximately March thru October) at a rate of 1 pound of nitrogen per 1000 square feet. Acreage included in fairway/rough bulk load.
 - (2) 1 application of 16-0-32 all mineral fertilizer should be applied at 1 pound of nitrogen per 1,000 square feet in November. Acreage included in fairway/rough bulk load.
 - (3) Soil analysis should be used to determine other specific nutritional requirements. Successful bidder shall provide an annual schedule for all fertilizer applications, a post application summary including copies of product delivery tickets.
 - (4) Growth regulators: Primo or approved equal should be applied at minimum of 12oz per acre monthly during the months of May through September.
- vi) Insect Control- Treat green collars, approaches, and green sloping for control of insects, disease, and pests as necessary.
- vii) Damaged Turf - Repair and/or replace worn and damaged turf areas immediately.
- viii) Irrigation - Green collars, approaches, and green sloping are to be properly irrigated to prevent the decline of turf grass, and not over irrigated where as algae, flooding or washout would be created.

c) Tee Maintenance

All tees used for tee surfaces

- i) Mowing - All tees shall be mowed to a height ranging from .250 to .500; no less than three times per week at an interval not to exceed three days. Clippings, leaves and debris shall be removed daily.
- ii) Top dressing - All tee areas shall be top dressed a minimum of three times each summer and as needed to fill divots and maintain a level surface. Special attention shall be paid to filling divots on the driving range on a weekly basis.
- iii) Overseeding - Seed used shall be a perennial rye grass based material or equivalent approved by the County Representative. Any changes to the overseeding plan should be approved in advance by the County Representative.
- iv) Set up - Tee markers shall be moved daily and coordinated with pin placement. Litter containers shall be emptied daily. Ball washers shall be filled as needed and supplied with clean towels (water shall be changed at least weekly). Ball washers, trash cans, tee signs and benches shall be kept clean and in good repair. Divot buckets are to be cleaned and filled daily.
- v) Weed control - Tees shall be kept 100% weed-free through proper application of approved herbicides, and hand removal if necessary. Tees will be treated with pre-emergent herbicide for weed control.
- vi) Vertical Mowing - all tees shall be severely vertically mowed 3 times each summer in conjunction with core aeration and as needed to control thatch build up.
- vii) Aeration - All tees shall be core aerified a minimum of 3 times each summer.

viii) Fertilization/Other Bermuda - Minimal fertilization schedule for all tees will include:

- (1) 2 applications of Polyon 0-0-50 Micro: To be applied during both standard core aerifications at a rate of 4 pounds of potassium per 1000 square feet per aerification and sweep into the aerification holes. Acreage not included in fairway/rough bulk load.
- (2) 2 applications of 21-0-0 Ammonium Sulfate shall be made during the growing season. These applications will be applied at a rate of 1 pound of nitrogen per 1000 square feet per application. Acreage not included in fairway/rough bulk load.
- (3) 6 applications of 20-4-10 fertilizer blend containing 75 percent XCU controlled release nitrogen. These applications should be made once every 6 weeks during the growing season (approximately March thru October) at a rate of 1 pound of nitrogen per 1000 square feet. Acreage included in fairway/rough bulk load.
- (4) 1 application of 16-0-32 all mineral fertilizer should be applied at 1 pound of nitrogen per 1,000 square feet in the November. Acreage included in fairway/rough bulk load.
- (5) Soil analysis should be used to determine other specific nutritional requirements. Successful bidder shall provide an annual schedule for all fertilizer applications, a post application summary including copies of product delivery tickets.
- (6) Growth regulators: Primo or approved equal should be applied at minimum of 12oz per acre monthly during the months of May through September.

ix) Insect Control - treat tees for control of insects, disease, and pests as necessary.

x) Damaged Turf - Repair and/or replace worn and damaged turf areas as needed.

xi) Irrigation - Tees, are to be properly irrigated to prevent the decline of turf grass, yet not over irrigated to cause algae, flooding, or erosion.

d) Fairways & Roughs

All Areas of Play Except Greens, Tees and Natural/Native Growth Areas.

- i) Mowing - All fairways shall be mowed 3 three times a week at a height of .400 to .500 during the active growing season and as needed for the balance of the year. The fairways shall be contoured to enhance the design and visual appeal of the hole and size shall be maintained. All rough areas are to maintained at a maximum height of 1-3/4" and a minimum of 2 mowings per month.
- ii) Aerification - All fairways and roughs shall be aerified a minimum of 2 times per summer. Aerification holes shall not exceed a spacing of 4" on center or be a diameter of less than 1/2" and a minimum penetration of 3". For any areas through the golf course where there is heavy traffic and where patterns are very concentrated, such as exit and entrance points of the cart paths, as needed supplemental deep tine aerifications should be conducted annually during the growing season by utilizing a Verti-Drain (or approved equal) deep tine aerifier with a spacing of 5" by 5" to alleviate compaction and stimulate growth.
- iii) Vertical Mowing - All fairways and roughs shall be severely vertically mowed as necessary to control mat or thatch buildup.
- iv) Fertilization Bermuda - Minimal fertilization schedule for all fairways and roughs will include:
 - (1) 6 bulk applications of 20-4-10 that contains a minimum of 75 percent XCU controlled release nitrogen. These applications should be made once every 6 weeks during the growing season (approximately March through October) at a rate of 1 pound of nitrogen per 1000 square feet. Acreage for each application is a minimum of 85 acres.
 - (2) 1 bulk application of 16-0-32 all mineral fertilizer should be applied at 1 pound of nitrogen per 1,000 square feet in November. Acreage for each application is a minimum of 85 acres.
 - (3) Spray ¼ lb nitrogen per month June – November. Acreage for each application is a minimum of 60 acres.

- (4) Bulk fertigate with ½ lb nitrogen per month December – February. Acreage for each application is a minimum of 85 acres.
 - (5) Soil analysis should be used to determine other specific nutritional requirements. Successful bidder shall provide an annual schedule for all fertilizer applications, a post application summary including copies of product delivery tickets.
 - (6) Growth regulators: Primo or approved equal should be applied at minimum of 12oz per acre monthly during the months of May through September. Acreage for each application is a minimum of 60 acres.
- v) Weed Control - There shall be three annual applications of bulk Pre-emergent herbicide not more than 6 months between application to all fairways, tees, putting green approaches and slopes. Barricade, or equal, at 1lb active ingredient per acre in October or November and Ronstar, or equal, at 3lbs. active ingredient per application in March and May (in combination with the above bulk fertilizer application) are the products to be used. Fairways should be kept weed-free to an extent of at least 98% of the area by the proper application of approved herbicides. Roughs shall be kept weed-free to an extent of at least 95% of the area by the proper application of approved herbicides. No weed will be allowed to be taller than 2 inches or occupy a space greater than 16 square inches. Hand removal and post emergent hand spraying shall be used if necessary, corrective action to comply with this specification should be initiated as soon as possible in any areas that do not comply.
- vi) Insect Control - All fairways and roughs should be treated on a preventative basis and curative basis to manage insects and pest. Insect control products should be applied preventatively in fairways, approaches and tees. One application of Curfew is required on an annual basis to 26 acres of fairways, tees, slopes and approaches at the golf course.
- vii) Damaged Turf - Repair or replace worn or bare areas of the fairway and rough as necessary to maintain a consistent playing surface.
- viii) Irrigation - Fairways and roughs are to be properly irrigated to prevent the decline of turf grass and not overly irrigated causing fungal disease, flooding or erosion.

e) Landscaped Areas and Clubhouse Lawns

All areas within perimeter of the property planted with ornamental plants, not intended for golf play and having a definable border.

- i) Pruning - Various planting areas throughout the course shall be regularly cultivated, weeded and pruned on a regular basis with at least two (2) replanting programs for annuals scheduled each year.
- ii) Mulching - Beds shall be edged a minimum of four times per year with a maximum of fourteen weeks between edging. Mulch shall be removed and replaced with the fall planting of annual color plantings. Additional mulch must be placed, and existing mulch raked and freshened a minimum of three additional times per year, not to exceed fourteen weeks between each treatment. Mulch beds shall have a consistent minimum thickness of 2 inches.
- iii) Clean up - All areas shall be maintained free of trash and debris such as paper, drinking cans, bottles and fallen limbs.
- iv) Weed control - All areas shall be maintained free of weeds or undesirable grass whether by mechanical, chemical means, or hand removal.
- v) Trimming - The plant material (trees, shrubbery and ground covering) shall be trimmed as necessary for protection from wind, insect damage and for appearance.

- vi) Replacement - The plant material (sod, shrubbery, annual plant material, and ground covering) shall be replaced as necessary to maintain a pleasing display to the public. Any trees damaged by Successful Bidder will be replaced by Successful Bidder.
- vii) Fertilizing - Fertilized a minimum of 4 times annually at 1lb of nitrogen per thousand with a 1:1 nitrogen to potassium slow release product.
- viii) Pest & Insect Control - Landscape plantings shall be maintained disease and insect free.
- ix) Irrigation - All landscape areas are to be properly irrigated to promote healthy growth of landscape material.

f) Natural/Transition Areas/Mangrove Shoreline

Areas within the boundaries of the golf course containing shrubs and trees which may or may not have a defined border and are considered play areas, hazards, or out of bounds.

- i) Mulch - Successful Bidder at City's request shall mulch designated planted areas between holes to protect shrubs from invasive weeds.
- ii) Clean up - All areas shall be maintained free of trash and debris such as paper, drinking cans, bottles and fallen limbs.
- iii) Weed control - All planted natural/transition areas shall be maintained free of weeds so as to promote healthy growth and a pleasing look.
- iv) Trimming - The plant material (trees, shrubbery and ground covering) shall be trimmed as necessary for protection from wind, insect damage, golf cart roof damage, and for appearance.
- v) Replacement any plant material (sod, shrubbery, and ground covering) damaged by Successful Bidder will be replaced by Successful Bidder.
- vi) Successful bidder shall remove exotics from these areas.

g) Native Areas

All areas of the property that have not been improved or grassed and have been left to grow wild.

- i) Successful Bidder will take whatever steps are necessary to stop these areas from encroaching into the improved grass and landscaped areas. Successful bidder shall remove exotics from these areas.

h) Tree Maintenance

Trees within the perimeter of operations.

- i) Staking - All trees shall be staked as necessary to protect and establish sufficient size to stand unassisted.
- ii) Pruning - All trees shall consist of the removal of dead and/or broken branches; suckers or sprouts from ground level up to 15' in height as necessary for protection from wind, pests, appearance and playability of the course. Proper pruning techniques shall be approved by the City.
- iii) Irrigation - All trees shall be watered to provide adequate moisture for proper growth.
- iv) Mowing - Mechanical removal of grass shall not be accomplished within one (1') foot of the tree trunks.

- v) Removal and Replacement - Successful Bidder shall inform the golf course manager whenever damage occurs to trees. Successful Bidder shall be responsible for removal and replacement of any trees damaged by carelessness, neglect and improper maintenance practices of Successful Bidder, its agents or employees.
- vi) Exotics under fifteen feet tall will be removed immediately by the Successful Bidder from all areas of the golf course.

i) Irrigation

The following standards cover all equipment required to irrigate all areas of the golf course.

- i) Repairs - The Successful Bidder shall repair or replace all heads, valves controllers, wiring, and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planter, flower beds, etc.) on an ongoing basis. In the event replacement or repair of pumps for delivery of irrigation water becomes necessary, such replacement or repair shall be at City's expense. Depending on the scope of work, City may utilize outside Successful Bidders, or reimburse Successful Bidder for repair labor and any replacement parts which will be billed at Successful Bidder's cost.
- ii) Service - The irrigation pumps, recharge wells, and equipment shall be preventatively serviced and maintained on a regular basis by the Successful Bidder as provided in the manufacturer's maintenance manual, but not less than twice per year. Successful Bidder shall provide the City a copy of service reports for it's records. The two supply/interceptor wells are the Successful Bidders responsibility along with all irrigation pump stations.
- iii) Application - All turf and landscape areas shall be irrigated. Irrigation should be utilized along with natural rainfall to provide water as necessary for optimum growth conditions while at the same time conserving water use when possible and avoiding over watering. Successful Bidder shall ensure that the application of irrigation shall be properly balanced to ensure the most efficient and effective use of the irrigation system.
- iv) Controllers - Irrigation controllers shall be checked and maintained on a regular basis to ensure proper operation and protection which will include insuring that all connections for grounding controllers are clean and clear of pest and pest mounds, and all surge protection devices are in place and functional.
- v) Changes - Changes to irrigation system must be clearly noted on schematic and approved in advance by the City representative. Successful Bidder shall supply an updated irrigation plan annually to the City Representative.
- vi) The Successful Bidder shall add or amend the irrigation system by installing irrigation lines, controls, valves and heads to areas designated by the City Representative on a time and material/subSuccessful Bidder cost basis at the City's expense. (See Bid Response page - "Optional"). Rates to be charged as follows: hourly rate for work requested and completed during the hours of 6:00 a.m. to 2:30 p.m., Monday through Friday.
- vii) If damage to the irrigation system occurs due to Acts of God, the City shall provide repair or replacement parts. Successful Bidder shall be responsible for labor and technical assistance to remove and reinstall damaged equipment.
- viii) Successful bidder will with the City's approval and at the City's cost pay for an Irrigation software and central controller support and warranty replacement program such as Toro NSN.

- ix) Successful Bidder shall operate the irrigation system within the parameters of the water use permit issued by the South Florida Water Management District and shall follow any supplemental water restrictions imposed on the golf course operation by the District, Solid Waste Authority, and or any other regulatory agency having jurisdiction over landfill operations. Successful Bidder shall provide detailed pumping reports on a monthly basis to the golf course manager.
- x) Successful Bidder shall take proactive measures during periods of water restrictions to ensure the best possible conditions for turf survival by; maximizing the capabilities of the irrigation system, adjust the timing of heads and scheduling of irrigation cycles; initiating mechanical and chemical programs to improve the moisture retention and infiltration capacity of the soil and minimize runoff; and conducting preventative maintenance on the system to insure proper operation of heads and controllers.
- xi) With the assistance of an authorized Toro/Rainbird irrigation system representative City may from time to time audit the irrigation system to ensure that all aspects of the system is in proper working order. Successful Bidder shall make any necessary repairs identified in the audit report in a timely fashion.

j) Edging

- i) All edging of sidewalks, patios, and cart paths must be performed on an as needed basis, but not less than 4 times a year. Edging of trees, sprinklers, valve boxes, signs, yardage, markers, drainage inlets, etc. shall be done as needed to insure that there is no obstruction of play from growth around these items.

k) Sand Bunkers

- i) All sand bunkers shall edged as necessary to maintain a neat lip, raked a minimum of three times per week, filled with fresh sand as needed to maintain an eight inch (8") depth on slopes and a six inch (6") depth in the bottom. Replacement sand shall be with a specification approved by the City. Traps shall be maintained at current size and shape and shall be weed free. Any sand bunkers that are deficient in terms of levels of sand will be brought up to specified levels prior to the start of the new contract term. Weak bunker faces shall be sodded as necessary. The Successful Bidder will ensure that staff rotate their entry and exit points to reduce wear on bunker faces and clean up any sand pulled/tracked out of the bunker.
- ii) Polyon 40-0-0: To be applied 1 time per year at a rate of 4 pounds of nitrogen per 1000 square feet. Application will occur on the last week of March or first week of April..
- iii) All bunkers shall be raked on Monday, Wednesday and Friday, with greenside bunkers being raked additionally on Saturdays and Sundays.

l) Lakes

All surface water areas within the perimeter of the facility.

- i) Weed Control - All water areas within the course are to be maintained free of weeds, debris, and algae. Water edges are to be kept mowed and clear of obstructions.
- ii) Water Levels - Culverts maintained and controlled to avoid high and low levels of lake water.
- iii) Marking - All water hazards are to be staked or marked with correct color indicator. The Golf Course Professional will assist in the determination of these areas to be marked as water hazards.
- iv) Testing - Successful Bidder shall test monitor water conditions in the lakes and shall investigate and take necessary measures to address any irregularities in the water conditions of the onsite lakes.

m) Cart Paths

All areas where golf carts and maintenance vehicle traffic occurs.

- i) Repair - Maintain all pervious cart paths in a smooth clean condition free of ruts, rills, and birdbaths. Successful Bidder shall keep a supply of approved shellrock onsite to repair any erosion and damage to carpaths.
- ii) After a significant rain event, the Successful Bidder will inspect the carpaths for safety. Within 24 hours of a significant rain event, the Successful Bidder shall make repairs to the carpaths.
- iii) Traffic - Control traffic patterns on and off the edges of the cart paths and around green and tee complexes so as to avoid heavy wear from golf carts, as per cart path traffic control policy.

n) Golf Course Equipment

- i) Repair / replacement of ball washers, tee markers, benches, signs, flags, flag poles, cups, cup liners, and distance markers shall occur if the item is worn or damaged. Flags, cups and flag poles shall be changed at least two times a year. If there is a question as to the condition of an item, the City opinion prevails.

o) Miscellaneous

- i) Successful Bidder shall be responsible for maintaining all lakes, drainage ditches, and bridges in a safe and sanitary manner and in good appearance, and maintaining all unimproved areas as needed, spraying fairways, rough and fence lines for weed control.

p) Golf Course Mechanical Equipment

Golf Course Maintenance Equipment

- i) Successful Bidder is required to properly maintain the City's inventory of turf maintenance equipment and other utility vehicles in accordance with manufacturer specs or better. Preventative maintenance schedules should be kept on site and detailed logs, for each piece of equipment, of work performed must be kept on site.
- ii) Maintenance - Provide routine service maintenance as required by manufacturer.
- iii) Emergency Maintenance - Provide emergency maintenance in a timely manner to keep equipment downtime to a minimum.
- iv) Preventative Maintenance - Complete preventive maintenance checks on a regular basis to prevent major equipment failures, including touching up or treating exposed metal to avoid rust and corrosion.
- v) Documentation - All work performed on City equipment shall be documented clearly in an equipment log.
- vi) Successful Bidder will be responsible for providing all materials not covered by equipment warranty and also all fuel costs for operating equipment.
- vii) City is responsible for replacement of damaged parts and fuel for the operation, maintenance and repair of golf cart fleet and range vehicle only. The Successful Bidder will provide labor and technical assistance to perform repairs. Successful Bidder is responsible for any damage to carts caused by; Successful Bidder, Successful Bidders staff and Successful Bidders agents and subcontractors.

q) Out Of Bounds/Water hazards

- i) Staking – provide stakes and stake all areas that are out of bounds and water hazards with approved stakes. The golf professional will assist in determining these areas. Check and maintain out of bounds and water hazard markers on a regular basis.

r) Drainage

- i) Check all drainage structures and grates to ensure they are clear of debris and are flowing properly. Clear grass, sand and silt build up along cart path edges, swales, and structures to eliminate pooling of water and wet areas.

s) Maintenance Facility

The area within the maintenance compound and all related buildings and systems.

- i) Equipment - The air compressor, fuel tanks, and wash down shall be maintained on a regular basis. Wells on the fuel tank should be checked for evidence of leaks on a monthly basis and a report should be filed. Fuel tanks shall be repainted as needed to comply with regulations. Fuel tanks should be visually inspected on a weekly basis for damage, leaks and rust. These inspections should be logged and any necessary repairs made.
- ii) Facility - Equipment shall be parked inside wherever possible, facility shall be properly secured at the end of the day. Surrounding areas shall be kept in a neat and sanitary condition.
- iii) Successful Bidder shall be responsible for any repairs to the facility or equipment which is caused by the carelessness or negligence of Successful Bidders staff, agents, and vendors.
- iv) Successful Bidder shall be responsible for paying all utility costs including electricity, waste disposal, water, and telephone charges at the facility.

EXHIBIT “B” LIST OF EQUIPMENT

On-Site City Owned Maintenance Equipment

- (1) Workman with 200 gallon sprayer
- (2) Pull behind Top Dresser
- (3) Toro 5510 Fairway Unit
- (4) Bunton Rough Mower
- (5) Pull Behind Fertilizer Spreader
- (6) 2 Toro Tri-Plex Mowers
- (7) 2 Club Car Carryall Utility Vehicles

BID PACKAGE COVER SHEET

IFB # 14-127	Project Title: Golf Course Turf Maintenance
---------------------	--

Bidder Company Name:

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Minimum Qualifications (B2)
- _____ 3. Bid (B3)
- _____ 4. Schedule of Sub-contractors (B4) - If none, mark "none".
- _____ 5. Contractor Verification (B5) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 6. Affidavit Of Prime Bidder re Non-collusion (B6)
- _____ 7. Drug Free Certification (B7)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and TWO (1) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.



(B2)

City of Lake Worth
Golf Course Turf Maintenance
IFB # 14-127

Minimum Qualifications

- A. Each bidder must provide written evidence/references that the bidder currently maintains a minimum of three (3) **18-hole golf courses**. References must include scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (broken down by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget.

- B. Each bidder must provide written evidence/references that the bidder has a minimum of five (5) years of experience in the maintenance of **18-hole golf courses' facilities** within the past five (5) years. References must include scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (broken down by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget.

The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

Bidder's Name: _____

PROJECT **(FIRST PROJECT)**

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project elements scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (broken down by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget:

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name & Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

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

PROJECT (SECOND PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project elements scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (broken down by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget:

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name & Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

PROJECT (THIRD PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project elements scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (broken down by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget:

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name & Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

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

BID

IFB # 14-127

Proposal of: _____
(Bidder Name)

In accordance with the plans and specifications noted in this IFB document, following are the fixed prices to provide all required services. Please include service items which are performed less frequently than monthly, into the monthly fee. **Prices are fixed for the time period associated with them:**

RATES PER SCOPE OF SERVICES:

TURF MANAGEMENT FOR LAKE WORTH GOLF COURSE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	SUB TOTAL OFFER
1.	1 st YEAR TURF MANAGEMENT IN ACCORDANCE WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS AS SPECIFIED HEREIN	12 Months	\$ _____/Mo.	\$ _____
	2 nd YEAR TURF MANAGEMENT IN ACCORDANCE WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS AS SPECIFIED HEREIN	12 Months	\$ _____/Mo.	\$ _____
	3 rd YEAR TURF MANAGEMENT IN ACCORDANCE WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS AS SPECIFIED HEREIN	12 Months	\$ _____/Mo.	\$ _____
SUB TOTAL OFFER (36 MONTHS):				\$ _____

Name of Bidder: _____

Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

By signing the foregoing, the Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. The City reserves the right to select and include one or more alternates in the Project and work.
9. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

<i>Name</i>	<i>Address</i>

10. 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:

<i>Name</i>	<i>Address</i>

11. 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.

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

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

14. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Bidder: _____

HQ Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

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

IFB # 14-127

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

		Dollar amount of subcontract work
1.	_____ (company name) _____ (type of work)	\$ _____
	_____ (address) _____ (tel. #)	
	_____ (zip code) _____ (federal I.D. #)	
2.	_____ (company name) _____ (type of work)	\$ _____
	_____ (address) _____ (tel. #)	
	_____ (zip code) _____ (federal I.D. #)	
3.	_____ (company name) _____ (type of work)	\$ _____
	_____ (address) _____ (tel. #)	
	_____ (zip code) _____ (federal I.D. #)	
Total dollar amount to be awarded to sub-contractors (this page)		\$ _____

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

IFB # 14-127

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

CONTRACTOR OF RECORD:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

_____ Yes _____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

_____ Yes _____ No

City License: (ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – *May be obtained from City Construction Services*)

Failure to fully or accurately complete this form may be cause for rejection of the bid.

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

State of _____ }
County of _____ }

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

1. I am the _____ of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth.
_____ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

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

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

Notary Public

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 contendere* 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



City of Lake Worth
BID TABULATION - GOLF COURSE TURF MANAGEMENT

IFB# 14-127 Golf Course Turf Management			Davey Golf		International Golf Maintenance (IGM)		ValleyCrest		Down to Earth Golf		Billy Casper Golf		Green Golf Partners, LLC (Bid found subsequently to meeting)	
OPENED: August 12, 2014 at 2:00 PM														
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE PER MONTH	SUB TOTAL OFFER	UNIT PRICE PER MONTH	SUB TOTAL OFFER	UNIT PRICE PER MONTH	SUB TOTAL OFFER	UNIT PRICE PER MONTH	SUB TOTAL OFFER	UNIT PRICE PER MONTH	SUB TOTAL OFFER	UNIT PRICE PER MONTH	SUB TOTAL OFFER
1	1st YEAR TURF MANAGEMENT IN ACCORDANCE WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS AS SPECIFIED HEREIN	12 Months	\$ 44,214.00	\$ 530,568.00	\$ 45,597.00	\$ 547,164.00	\$ 46,500.00	\$ 558,000.00	\$ 50,459.08	\$ 605,508.96	\$ 52,650.00	\$ 631,800.00	\$ 54,166.00	\$ 649,992.00
	2nd YEAR TURF MANAGEMENT IN ACCORDANCE WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS AS SPECIFIED HEREIN	12 Months	\$ 44,214.00	\$ 530,568.00	\$ 46,509.00	\$ 558,108.00	\$ 46,500.00	\$ 558,000.00	\$ 51,972.85	\$ 623,674.20	\$ 54,230.00	\$ 650,760.00	\$ 55,249.00	\$ 662,988.00
	3rd YEAR TURF MANAGEMENT IN ACCORDANCE WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS AS SPECIFIED HEREIN	12 Months	\$ 44,214.00	\$ 530,568.00	\$ 46,509.00	\$ 558,108.00	\$ 47,333.00	\$ 567,996.00	\$ 53,532.03	\$ 642,384.36	\$ 55,860.00	\$ 670,320.00	\$ 56,906.00	\$ 682,872.00
SUB TOTAL OFFER (36 MONTHS):				\$ 1,591,704.00		\$ 1,663,380.00		\$ 1,683,996.00		\$ 1,871,567.52		\$ 1,952,880.00		\$ 1,995,852.00
Minimum Qualification (B2) Included				YES		YES		YES		YES		YES		YES
Signed (B3)				YES		YES		YES		YES		YES		YES
Subcontractors (B4) - How many?				NONE		NONE		1		3		NONE		2
Required Forms (B5, B6, B7)				YES		YES		YES		YES		YES		YES
Addendum No. 1 & 2				YES		YES		YES		YES		YES		YES
Ornamental Pest Control License				YES		NO		YES		YES		YES		YES
General Contractor, or either an Irrigation or Plumbing License				YES		NO		YES-Expire Aug 31, 2014		YES-Expire Sept 30, 2014		NO		YES
Certificate of Liability Insurance				YES-Need endorsement		NO		NO		YES-Need endorsement		NO		NO

OPENED BY: HIRUT DARGE

* MATH VARIOUS



FINANCE OFFICE

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

Addendum No. 2

IFB 14-127

GOLF COURSE TURF MANAGEMENT

Each recipient of this Addendum No. 2 to the Request for Bid (IFB) who responds to the IFB acknowledges all of the provisions set forth in the IFB and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the above referenced IFB.

Change to BID (B3):

No. 4 & 6 has been removed

4. ~~Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.~~

6. ~~Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.~~

Change to Small Business and Local Business Reference

Section 3: (21) shall read: Section 2-117 of the City's Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder's bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected. ~~Applicable forms may be obtained from the City's Procurement Office. Requests for forms must be made at least 48 hours in advance of bid due date and time.~~

Proposers must acknowledge receipt of this Addendum No. 2 in the space provided below. This Addendum forms an integral part of the IFB documents and therefore must be executed and submitted with your proposal.

Issued By: City of Lake Worth
Procurement Office
August 7, 2014

Signed By: 
Hirut Darge
Purchasing Agent

PROPOSER/Company

Name: _____

Signed By: _____ Print Name: _____

Title: _____ Date: _____



24151 Ventura Boulevard
Calabasas, California 91302
tel: 818-223-8500
fax: 818-591-3102

www.valleycrest.com

August 25, 2014

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

Re: Golf Course Turf Management, IFB #14-127
Letter of Clarification

To whom it may concern:

This letter clarifies that our pricing for years 1, 2 and 3 submitted in response to the above noted RFP includes ValleyCrest Golf-Development-Maintenance Joint Venture's providing all equipment necessary to perform the turf management in accordance with all the terms, conditions and specifications of the RFP.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Greg A. Pieschala".

Gregory A. Pieschala
President, ValleyCrest Golf Course Maintenance, Inc.

**AGREEMENT BETWEEN THE CITY AND CONTRACTOR REGARDING THE MAINTENANCE OF
THE GOLF COURSE GROUNDS**

THIS AGREEMENT is made this 23rd day of September, 2014 between the City of Lake Worth, Florida, a municipal corporation with its principle office located at 7 North Dixie Highway, Florida 33460, herein referred to as the "CITY", and ValleyCrest Golf Course Maintenance, Inc. with its office located at 24151 Ventura Boulevard, Calabasas, California, 91302, hereinafter referred to as the "CONTRACTOR".

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 is interested in procuring the Golf Course Grounds Maintenance Services for the City of Lake Worth Golf Course and desires to engage the CONTRACTOR to assist in such services, and to render its services on the terms and conditions in this Agreement;

Whereas, IFB 14-127 was awarded to the CONTRACTOR on September 23, 2014 to perform the work described and set out in the Scope of Services section of this Contract;

Whereas, the CONTRACTOR is a corporation duly licensed to do business in the State of Florida and desires to render the services to the CITY as provided herein;

Whereas, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, 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 #14-127 ("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; Field Orders and Amendments |
| Second Priority: | This Contract |
| Third Priority: | This IFB |
| Fourth 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 Project Manager. Whenever the term Project Manager is used herein, it is intended to mean the Leisure Services Director or designee of the 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 Project Manager.

1.3 The term of this Agreement shall be from October 1, 2014 through September 30, 2017. The CITY, however, may terminate the Agreement subject to the provisions of Section XIII of this Agreement. This Agreement may be renewed by the CITY, in its sole discretion, for two one year terms.

II Scope of Services/Work

2.1 The nature and extent of services to be rendered by the CONTRACTOR are for Golf Course Grounds Maintenance Services as set forth by the terms and conditions of IFB # 14-127 which is incorporated herein by reference and in full force and effect unless superseded by the terms of this Agreement.

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 further warrants its capability and experience to perform the tasks and services provided for herein in a professional and competent manner.

III. Use of Agents or Assistants

3.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its duties hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

IV. Project Management

4.1 Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the CONTRACTOR under this Agreement. The project manager appointed by the CITY will oversee the daily administration of the tasks to be performed by the CONTRACTOR under this Agreement.

V. Facilities

5.1 The CONTRACTOR shall provide the facilities necessary to complete the various work tasks to be performed hereunder. In the event CONTRACTOR requires facilities from the CITY, the CONTRACTOR shall meet and confer with the CITY before work commences. In the event the CITY facilities are to be utilized, any costs chargeable to the CONTRACTOR shall be agreed upon in advance of the commencement of work.

VI. Fee and Ordering Mechanism

6.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual

services performed and accepted by the City, in a monthly amount of \$ Forty-Six thousand and Five hundred dollars (\$46,500.00) for the period beginning October 1, 2014 through September 30, 2015.

For the period beginning October 1, 2015 through September 30, 2016, the monthly amount will be (\$ 46, 500.00) per month.

For the period beginning October 1, 2016 through September 30, 2017, the monthly amount will be (\$ 46,500.00) per month.

For any renewal period, the monthly amount will be the monthly amount for the previous period adjusted by the Consumer Price Index for All Urban Consumers annual percentage change as of December of the previous year.

The CONTRACTOR shall be paid on a monthly basis upon the receipt and approval of an invoice.

6.2 Should the CITY require additional services not included in this Agreement fees and payment for such services will be set forth in a separate Additional Services Addendum, as authorized by the CITY prior to any such additional services or work being performed by the CONTRACTOR.

6.3 The City's ordering mechanism for all work performed under this Agreement shall be a City Purchase Order. CONTRACTOR shall not perform work under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not perform work which is out of scope, nor exceed any not to exceed amounts expressed on the Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for this work in any subsequent Fiscal Year. The City will issue a new Purchase Order each Fiscal Year, for required and approved services.

VII. Maximum Costs

7.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all tasks as specified herein shall not exceed the maximum contractual amount provided for herein without prior written approval from CITY. The maximum costs, as expressed herein, include any approved costs associated with Additional Services Addendums approved during the performance of this Contract.

VIII. Billing

8.1 The CONTRACTOR shall submit an itemized bill to the Project Manager for approval prior to receiving compensation. Billing shall include an itemized summary of total costs billed and shall be made at such intervals as stipulated in paragraph 6.1. All billings shall include a description of the status of efforts, a brief itemization of costs associated with each task or project phase and the total task or project costs to date.

8.2 The CONTRACTOR shall be paid within thirty (30) days receipt of approved invoice for services.

IX. Audit by City

9.1 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 work

performed or to be performed under this Agreement.

X. Copies of Data/Documents

10.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

XI. Ownership

11.1 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.

XII. Written Authorization Required

12.1 The CONTRACTOR shall not make changes to the Scope of Work or perform any additional work or provide any additional material except as set forth in Paragraph 2.1, under this Agreement without first obtaining written authorization from the CITY for such additional work or materials. Additional labor or materials provided without written authorization shall be done at the CONTRACTOR's risk and without payment.

XIII. Defaults, Termination of Agreement

13.1 If the City's Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23 of this Agreement.

A. If the CONTRACTOR does not remedy defaults within thirty (30) days or commence steps to remedy default to the reasonable satisfaction of the City's Project Manager, the CITY may secure such services from another CONTRACTOR and the CITY may withhold any money due or which may become due to the CONTRACTOR for such task related to the claimed default; or

B. If after thirty (30) days the CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the City's Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time, upon 60 days notice. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for demobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

XIV. Insurance

Prior to the effective date of this contract, CONTRACTOR shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, the coverages required in paragraph 4, Section 2,

Special Terms, of IFB #14-127.

Coverage must be maintained during the full term of the contract. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the CONTRACTOR to insure it or the Insurance carrier, notifies the City of Lake Worth's Human Resources Director at least thirty (30) days before expiration of or any changes to the policy.

XV. Waiver of Breach

15.1 The waiver of either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

XVI. Indemnity

16.1 The CONTRACTOR 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, suite, 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, litigation, arbitration, mediation, appeal expenses) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the CONTRACTOR's performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed).

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

XVII. Entire Agreement

17.1 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.

XVIII. Assignment

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the 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.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal

representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

XIX. Successors and Assigns

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XX. Waiver of Trial by Jury

20.1 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.

XXI. Governing Law

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

XXII. Time is of the Essence

22.1 Time is of the essence in the completion of tasks and services as specified herein. The CONTRACTOR and the CITY agree that the ongoing performance and completion of all tasks and services specified in this Agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

22.2 The CITY may recover from the CONTRACTOR any amounts paid by the CITY for damages suffered to third parties as a result of the CONTRACTOR's failure to complete the tasks and services as required in this Agreement.

XXIII. Notices

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date 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 send via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. 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
Facsimile No. (561) 586-1750

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

ValleyCrest Golf Course Maintenance, Inc.
24151 Ventura Boulevard
Calabasas, California 91302

XXIV. Severability

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

XXV. Forces of Nature

25.1 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. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

XXVI. Counterparts

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

XXVII Public Records

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.

XXVIII 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.

XXIX. Public Entity Crimes

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

XXX Preparation

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

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: ValleyCrest Golf Course Maintenance, Inc.

By: *Gregory A. Pischala*
Print Name: Gregory A. Pischala
Title: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me ~~on~~ the 10th day of _____, 2014 by _____, as _____, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following identification.

Notary Public SEE ATTACHED ACKNOWLEDGEMENT

Print Name: _____
My commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

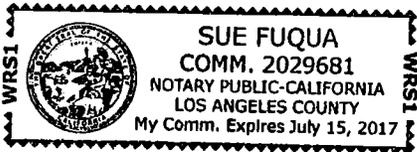
State of California

County of Los Angeles

On Sept. 15, 2014 before me, SUE FUQUA, Notary Public

personally appeared GREGORY PIESCHALA

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

- Signer's Name: Signer's Name:
Corporate Officer - Title(s):
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing: Signer Is Representing:

Golf Course Maintenance Proposals

The Davey Tree Expert Company: \$1,591,704.00 for 36 month term (\$44,214 per month)

Staffing: (8) full time / (2) part time

List of equipment to be **purchased** by Davey Tree: The cost of equipment will come out of our budget, which will leave less money to complete the scope of work.

- 1 Toro Groundskeeper 3500D
- 1 Toro Groundskeeper 3280D 4WD
- 1 Toro Pro Force Debris Blower
- 1 Toro Workman HDX LCG (Kubota 2WD)
- 2 Club Car Carryall 500 (Gas)
- 1 3040 Sand Pro W/ Blade, Spiker
- 1 Toro Thatching Reel Set (DynaBlade)

Reference List:

Not a Listed Reference:

The Villages Golf Facility, The Villages, FL

-32 Executive Golf Courses and 11 Championship Courses

-Todd Basso, Golf Operations Manager for 43 golf courses

-Mr. Basso stated that Davey Tree had 7 golf courses under maintenance contracts, all of which were on three year contracts with two, one year renewals. Once the three year contracts were up, The Villages did not renew several of their contracts, due to poor performance. Two of the Seven Maintenance Contracts taken from Davey Tree, were given to Valley Crest.

-Mr. Basso stated that he would recommend Valley Crest over Davey Tree

Listed References:

Silver Dollar Golf Club, Odessa, FL:

-27 hole semi-private golf course with a driving range

-Davey Tree converted their greens from Bermuda grass to Sea Spray Paspalum

-Ken Ross, General Manager stated that Davey Tree's Superintendent is very knowledgeable and would rate them 7 out of 10

Pine Lakes / Lake Fairways Country Club, Fort Myers, FL:

-36 hole golf course with a driving range

-Contract amount is \$630,000 yearly to maintain both courses

-Jim McManis, Director of Golf

-This is a 5 year contract that ends, January 15th

On Thursday, August 28th, Myself and my Assistant Golf Professional, Mason Mattlin drove over to North Fort Meyers to visit both Pine Lakes and Lake Fairways Country Club to see firsthand how Davey Tree maintained both golf courses. Jim McManis, the Director of Golf for both courses took us around the property and answered all of our questions in relation to Davey Tree and their maintenance capabilities. Mr. McManis informed us that Davey Tree did not have enough equipment, nor staff to maintain both courses at the same time. Without the proper staffing and equipment levels, Davey Tree could only mow the grass on one course per day, leaving one golf course completely untouched every other day. Mr. McManis also stated that Davey Tree did not have enough money in their budget to top dress, or fertilize greens after aeration applications. Listed below are pictures of both golf courses in their current condition.









Golf Course Maintenance Proposals

Valley Crest Golf Maintenance: \$1,683,996.00 for 36 month term (\$46,777.67 per month)

Staffing: (7) full time / (4) part time

List of equipment provided by Valley Crest:

Brand New Equipment:

(1)GM 4300-D Rough Mower (Free) \$56,000 value. Valley Crest will be giving this mower to the city to keep. This mower will remain ours in the event that Valley Crest ever leaves the golf course.

(1)Pro Force Blower

(1)Pull Behind Lely

(1)Club Carry All

Used Equipment:

(1)1A-1/2 Ton Pickup

(1)6500 Fairway Mower

(1)Sand Pro Bunker Rake

(1)Workman

(4)3150-Greens Mower

(2) Club Carry All

(1) Express Dual Reel Grinder (MUST HAVE)

Used Equipment:

(1)1250 Toro Sprayer

(1)3500 Sidewinder

(1)Procore 648

(1) John Deere Tractor/Loader

(1) 328 Groundsmaster

(1) Express Dual Bed Knife Grinder (MUST HAVE)

Reference List:

Valley Crest currently provides golf course maintenance at 56 golf courses, with a minimum of (5) years experience at each facility.

Palm Beach County Golf Facilities (4):

-Okeehelie Golf Course/ Park Ridge Golf Course/ Osprey Point Golf Course/ John Prince Golf Center

-Paul Connell, Golf Operations Supervisor, oversees all Palm Beach County owned courses

-Palm Beach County is very pleased with the work that Valley Crest has done for their facilities

Boca Pointe Country Club, Boca Raton, FL:

-18 hole private golf course with a driving range

-Buck Deibel, Director of Golf

-Mr. Deibel stated that Valley Crest has helped Boca Pointe greatly over that last few years, mainly by fixing problems left by their former maintenance crew. Boca Pointe is currently working on a Multi Million dollar renovation that Valley Crest has been contracted to complete the work. The renovation project consists of new greens, new tee boxes, and a state of the art irrigation system

-Boca Pointe would strongly recommend Valley Crest for golf course maintenance

Quail Valley Golf Municipal Course, Missouri City, TX:

-36 hole municipal facility with a driving range

-Tyson Sittleburg, Director of Golf

-Mr. Sittleburg has used Valley Crest since 2008 to maintain their facility

-Mr. Sittleburg stated that Valley Crest has been an important element to the success that his golf course has had since 2008, and that he would highly recommend Valley Crest



CITY OF LAKE WORTH

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

AGENDA DATE: September 23, 2014, Special Meeting

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Lake Worth Public Library Annual Plan of Service for Fiscal Year 2014-2015 and Long Range Plan for Fiscal Years 2014-2017

SUMMARY:

As a requirement of the State Aid to Libraries Program grant application process for Fiscal Year 2014-2015, the City must submit an approved Annual Plan of Service for Fiscal Year 2014-2015 and an approved Long Range Plan for Fiscal Years 2014-2017 for the operation of and description of services to be provided by the Lake Worth Public Library. These approved plans must be submitted to the Florida Department of State, Division of Libraries and Information Services by no later than October 1, 2014.

BACKGROUND AND JUSTIFICATION:

At its Special Meeting of September 9, 2014, the City Commission approved Resolution No. 46-2014 to authorize the submission of the City's application for an estimated \$20,195 in funding under the Fiscal Year 2014-2015 State Aid to Libraries Program. These funds are to be used to assist with the operation and maintenance of the Lake Worth Public Library, thereby enabling the Library to offer services beyond what otherwise would be available. The City will be able to purchase additional materials, supplies and equipment that will enhance the ability of the Library to deliver quality service for the public.

The initial phase of this process includes the submission of the City's application certifying the expenditure of local funds under a single administrative head for the operation and maintenance of its Public Library during previous fiscal years, along with requisite forms to the Florida Department of State, Division of Libraries and Information Services by its prescribed deadline of October 1, 2014.

The City's application must be accompanied by the approved Annual Plan of Service for Fiscal Year 2014-2015 that includes the goals, objectives and activities that will be supported by the Lake Worth Public Library for the application year. In addition, the approved Long Range Plan for Fiscal Years 2014-2017 outlining the Library's operation and development over this extended period. These plans must be approved by the City Commission as the Library's governing body.

MOTION:

I move to approve/not approve the Annual Plan of Service for Fiscal for Fiscal Year 2014-2015 and the Long Range Plan for Fiscal Years 2014-2017 for the Lake Worth Public Library.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

Annual Plan of Service for Fiscal Year 2014-2015

Long Range Plan for Fiscal Years 2014-2017



Lake Worth Public Library



ANNUAL PLAN OF SERVICE Fiscal Year 2014 - 2015

Table of Contents

Mission Statement.....	2
Core Processes.....	2
I. Children’s Services.....	3
II. Adult Services.....	4
III. Circulation and Reference Services	4
IV. Support/Technical Services.....	5
VI. Administrative/Professional Services.....	5
VII. Support to City Departments	6
New Initiatives	Error! Bookmark not defined.
Goals and Objectives	6

Mission Statement:

The library provides free access to information, resources, programs and technology to meet Lake Worth citizen's needs for recreational reading, research, Internet access, e-government services, cultural activities and lifelong learning.

Core Processes:

The Lake Worth Library provides free access to information, resources, programs and technology to meet Lake Worth citizen's needs for Internet access, recreational reading, cultural activities and lifelong learning. The library does this through its circulation, reference, cataloging, children's services and administration. Library Staff work with the Library Board, Friends of the Library, the greater Lake Worth community and other City of Lake Worth Departments to ensure the best possible service to the citizens of Lake Worth.

In the coming year the Library will continue its 40 service week and focus on our core services (materials, reference service, and educational programs) to children, teens, and adults. The Library will continue to use technology in new ways to expand the resources available to the community. E-government services such as filing for unemployment or food stamps, job searching and online employment applications, and registering for INS services will continue to be an important part of library service. The Library will also seek to add afterschool activities and events for children.

Providing programs, especially children and teen programs, is not an inexpensive undertaking. The Library will continue to work closely with the Friends of the Library on funding for special programs and will be investigating any grant opportunities that may be available. In the past, the Friends have generously funded equipment purchases, program expenses, and Summer Reading Program projects and their commitment to the Library remains strong. The Library will continue to work closely with the other partners in the Leisure Services Department to combine program opportunities between units. Work with community groups and organizations to enhance services and funding for the library.

I. Children's Services

The primary goal of children's services is to encourage lifelong learning by providing programs and services that foster a love of reading and establish the practice of using the library. This will be accomplished by:

1. Provide programs for pre-school age children to help young patrons develop important skills and teach parents the importance of reading to their children from the earliest ages

2. Provide programs for middle school students to help them expand their reading skills and establish independent reading habits
3. Expand collections for Young Adults in several formats and provide programs to encourage them to share reading experiences
4. Continue outreach programs to local day care centers, and classes to help children develop listening skills
5. Continue to develop Spanish-language storytimes
6. Provide a quality Summer Reading Program that helps children maintain their reading skills over vacation
7. Provide reference and homework assistance at appropriate levels

II. Adult Services

The primary goal of adult services is to provide for the information and recreational reading needs of the citizens of our service area. This will be accomplished by:

1. Providing a wide assortment of current materials in print, visual, and audio formats
2. Providing reader's advisory service to patrons
3. Providing efficient reference service via print, online databases, and Internet sources
4. Providing materials on controversial subjects that represent differing points of view
5. Continue empowerment of patrons by providing training for computer programs and for Internet searching
6. Host series of author appearances and informational seminars/workshops
7. Make additional downloadable e-book resources available to patrons

III. Circulation and Reference Services

The primary goal of circulation services is to provide efficient, customer-friendly service to allow patrons to check out and reserve materials. The goal of reference service is to locate information for patrons or enable them to acquire the skills to find information for themselves. This will be accomplished by:

1. Develop additional online services for patrons (e.g. additional e-books and resources) to complement online renewals, reserves of materials, and interlibrary loan options
2. Provide a friendly, non-threatening atmosphere for all patrons
3. Increase patron registration from all eligible service areas in the City and the Library Cooperative
4. Actively solicit suggestions for library materials from patrons
5. Teach customers in use of library databases

6. Consider expansion of online resources and e-books when financially possible to expand collection within space limitations

IV. Support/Technical Services

The primary goal of support services is to acquire, process and maintain materials for patron use and physically maintain the library environment. This will be accomplished by:

1. Provide adequate numbers of materials in a timely manner to meet patron demand
2. Provide materials in a variety of formats including Large Print, audio, DVD, and e-book to address all customer's individual needs
3. Catalog materials and prepare them for patron use within shortest time frame possible
4. Preserve and restore damaged materials on-site or through bindery services
5. Expand use of online ordering whenever possible to expedite delivery of materials

VI. Administrative/Professional Services

The purpose of administrative and professional services is to study, recommend and implement new policies, procedures, and technologies to provide more efficient quality service to patrons. This will be accomplished by:

1. Direct operation of library to fulfill policy direction of Commission and City Manager
2. Work with Library Advisory Board on long-range planning
3. Lead update of library policies and procedures to insure they are customer centered
4. Ensure relevant staff training and educational opportunities
5. Coordinate functions of library service, library programs, and library personnel
6. Seek cost-effective ways to expand library services to patrons
7. Investigate new technologies that expand or enhance library service to patrons
8. Empower staff to develop ideas to improve customer service
9. Serve as liaison to the Friends of the Library and the Library Advisory Board
10. Participate in activities related to the Library Cooperative of the Palm Beaches including joint planning, cooperative resource sharing, and joint programs
11. Remain aware of government trends and economic issues that impact library services and report as indicated to City Manager and Library Board
12. Continue policies to provide opportunities for students to perform Community Service hours
13. Participate in Florida Library Association to address statewide issues

VII. Support to City Departments

1. Provide reference information needed by departments in course of their work
2. Circulate lists of resources library makes available to other departments
3. Provide training in computer applications for department staff members
4. Assist with City website as requested

New Initiatives

#1 Participate in shared cataloging resource Online Computer Library Catalog (OCLC). This will allow the library to quickly and accurately catalog and process new materials to make them available to library card holders.

#2 The Museum will seek additional volunteers to provide more hours of service to allow more community members access to the displays.

Goals and Objectives

Goal # 1: Create a context for improved property values and quality of life:

Objective: The library will seek to join the library consortia of the Southeast Library Information Network (SEFLIN) which will allow library card holders to receive requested interlibrary loan materials within 3-4 days from libraries statewide and access to the digital ebook collection; library staff training via online webinars and workshops.

Objective: Expand Lake Worth Historical Museum's educational component to interpret the history of the City through programs and tours.

Goal #2: Recognize and protect our unique character.

Objective: Promote emerging literacy in the Lake Worth community by working with non-English speaking children and their parents in storytimes, workshops, and in the library's children's room. Develop and maintain a children's collection of materials which encourages literacy and providing positive library/book/reading experiences for young children.

Objective: Update displays to better interpret the historical significance of artifacts in the collection relative to City development and history.

Goal #3: Provide effective and efficient services.

Objective: Partner with local cultural and commercial agencies to promote library card ownership and library use.



Lake Worth Public Library



Long Range Plan

**FY 2014-2015
FY 2015-2016
FY 2016-2017**

Table of Contents

<i>Long Range Plan</i>	1
Mission Statement	3
Library History.....	3
Vision.....	3
Current status	3
Long Range Goals and Objective	4

Lake Worth Public Library Long Range Plan FY 2014-2017

Mission Statement

The library provides free access to information, resources, programs and technology to meet Lake Worth citizen's needs for recreational reading, research, Internet access, e-government services, cultural activities and lifelong learning.

Library History

The Lake Worth Public Library was born of the vision of the early pioneer women who settled the place now known as Lake Worth. In May, 1912, The Lucerne Herald (as the local newspaper was called then), carried an appeal for all to send books to set up a library. Mr. and Mrs. John L. McKissock pedaled their bicycles the seven miles to West Palm Beach to pick up the donations as they arrived. Soon the town furnished a room for the rapidly growing library.

In 1926 the Lake Worth City Council called an election and the majority of citizens voted in favor of the establishment of a library under statutes. The Lake Worth Public Library was organized at this time and the assets of the Library Association formed by the pioneers were turned over to the Library Board. For several years the library was housed in City Hall, but space was too limited for its needs.

Through prudent investment and a fund raising campaign, a new Mediterranean library building was erected in 1941 and a dedicatory service was held August 12, 1941. The Lake Worth Public Library was officially open in its first true home where it still resides today. It has been proudly noted that the building was erected without taxing the citizens of Lake Worth one penny and not one penny of federal money was in it.

Vision

Lake Worth Public Library will be recognized for excellent service in anticipating and meeting the needs and desires of the community. Every resident will want a library card when he or she discovers the variety and timeliness of materials, technology, and programs that are available to borrowers.

Current status

Library services are provided 24 hours a day via remote resources including 40 online databases and downloadable eBooks, and audio books. Via the online catalog, users can place holds on circulating or on-shelf items. Users can access their accounts and do renewals online.

The Library is open 40 hours each week year round. During 2013, circulation totaled items including 80,135 interlibrary loans. 20,152 adults, teens, and children were registered borrowers. 252 programs were presented with a total attendance 4838 persons of all ages. Reference assists totaled 285, and online database use totaled 20,222. Home page hits totaled 40,538.

The public has access to 15 computers at the Library plus Wireless Internet access. User session for 2013 was 30,969 and Wireless sessions were 4,288. Current Internet access is via a 6 MB DSL at the Library and which is inadequate for the library's bandwidth needs. Wireless and Internet computer are on the same DSL.

The Library facility was completed in 1941 and has 9,800 square feet. While up-to-date services, collections, and technology have been added, many of the furnishings are more than 50 years old. The Library staff has been reduced from 15 staff members to 6 over the last 4 years.

Long Range Goals and Objective

Goal 1: Support LWPL mission "Providing resources for life-long learning and enjoyment".

- A. Commit adequate funding for the purchase of materials and for staffing of services.
- B. Expand and maintain collections of circulating items.
- C. Maintain state-of-the-art technology for the public and for staff functions.
- D. Provide the most popular and economically feasible hours of in-house service.
- E. Increase the number and variety of online resources which are available 24/7.

Goal 2: Provide financial resources and sustainability.

- A. Maintain the Operating Fund at the maximum allowable tax rate.
- B. Seek state, federal and private grants in support of the library's mission.
- C. Seek funding from private sources by setting up ways individuals can leave bequests, donate in kind, and other donation opportunities.
- D. Hold at least three fund raising events.

Goal 3: Comply with standards.

- A. Achieve the highest level possible of compliance with Public Library Standards
- B. Maintain compliance with CIPA Children's Internet Protection Act.

Goal 4: Evaluate LWPL policies and make them known to the public.

- A. Continuously assess policies to provide equitable services to all users.
- B. Identify and alter policies that impede customer friendly service.
- C. Continue to add PDF files of library policies and action plans to the LWPL web site.

Goal 5: Create efficiencies and cost-savings by updating procedures.

- A. Encourage staff to suggest cost-saving methods.
- B. Acquire new technology to enhance staff work flow.
- C. Enhance electronic resources that can be accessed by simultaneous users 24/7.
- D. Seek the lowest prices from the best vendors for supplies and equipment.

Goal 6: Seek user input concerning current and future services, programs, and facilities.

- A. Determine what services are expected and which are most popular with the public.
- B. Discover what barriers may prevent the public from using library services.
- C. Use surveys and public sessions to gauge user satisfaction.
- D. Update and publish the Long Range Plan.

Goal 7: Attract and maintain a highly skilled and responsive staff.

- A. Seek employees with computer knowledge and foreign language skills.
- B. Provide supervisor feedback for all staff.
- C. Encourage suggestions about policies and procedures to improve services.
- D. Determine the best methods and uses for annual performance evaluations.

Goal 8: Provide staff development and ongoing acquisitions of new skills.

- A. Encourage and provide in-house training and webinars.
- B. Continue to provide funding where possible for conferences and training
- C. Create opportunities for staff cross training with other departments and services.

Goal 9: Enhance staff communication and amity,

- A. Convert the staff online Personnel, Policies, and Procedures documents to PDF files.
- B. Encourage participation in Staff Association activities.

Goal 10: Promote materials and services.

- A. Promote services via print, radio, e-newsletter, displays, Facebook, and other social networking services.
- B. Provide programs for local organizations, businesses, and schools.
- C. Continue to take part in local civic, business, education events.

- Goal 11:** Encourage and increase borrower registrations.
- A. Offer on-the-spot borrower applications at all LWPL programs and presentations.
 - B. Cooperate with schools to register students for a borrower's card.

- Goal 12:** Maintain and develop an excellent collection of circulating materials.
- A. Select a balanced and varied collection of circulating resources for all ages.
 - B. Provide speedy ordering, cataloging, and processing of new titles for circulation.
 - C. Perform collection weeding and discarding on a consistent schedule.
 - D. Consider replacing or augmenting more print resources with digital versions.
 - E. Adopt new digital formats as they become available.
 - F. Augment foreign language collections to serve both students and local citizens.

- Goal 13:** Make circulation processes more efficient.
- A. Encourage the use of email notices for borrowers.
 - B. Investigate RFID for check out/check in and security of materials for future development.

- Goal 14:** Increase programming for all ages.
- A. Increase the number of programs provided while maintaining quality.
 - B. Develop more programming for teens.

- Goal 15:** Enhance reference services.
- A. Highlight reader's advisor resources in-house and online.
 - B. Continue to promote library resources that are essential to economic development.
 - C. Promote Interlibrary Loan as a means to expand the LWPL collection.
 - D. Evaluate the replacement of print reference resources with electronic resources.

- Goal 16:** Assist borrowers in accessing new technology.
- A. Continue to provide computer classes for all ages.
 - B. Promote the use of online databases.
 - C. Assist borrowers who are learning to do Overdrive downloads and use e-readers.
 - D. Install better signage and way-finding tools.

- Goal 17:** Maintain and upgrade electronic equipment and networks.
- A. Provide state-of-the-art computers for public and staff use.
 - B. Expand the use of the wireless

- C. Maintain Polaris Library automation software and make best use of enhancements.
- D. Plan for expanded Internet bandwidth.
- E. Maintain up-to-date presentation equipment in meeting rooms.

Goal 18: Maintain a thorough Disaster Response and Recover Plan.

- A. Update the plan as needed.
- B. Promulgate the plan among staff members and facilities.

Goal 19: Network and share resources with other Florida public libraries.

- A. Retain the reciprocal arrangement with libraries in the Library Cooperative of the Palm Beaches.
- B. Continue to promote and enable the use of Interlibrary Loan.
- C. Seek shared programming opportunities among neighboring libraries.
- D. Encourage staff attendance at SEFLIN annual conference and PBCLA meetings.

Goal 20: Maintain partnerships with local education providers.

- A. Continue to grant borrowing privileges to anyone who attends an in-county school.
- B. Provide library materials and subject collections in support of curriculum.
- C. Provide technology via use of public computers and/or the wireless network.
- D. Offer computer skills classes and database skills classes.
- E. Host class visits and provide library orientation
- F. Visit schools to promote reading and library services.

Adopted by: _____

Date: _____



CITY OF LAKE WORTH

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

AGENDA DATE: September 23, 2014, Special Meeting

DEPARTMENT: City Clerk's Office

EXECUTIVE BRIEF

TITLE:

Ratify the appointment of a board member to the Library board

SUMMARY:

This item is to ratify the following appointment:

Library Board:

Vice Mayor's appointment of Mark Parrilla to the Library Board to fill an unexpired term ending on July 31, 2017.

BACKGROUND AND JUSTIFICATION:

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

MOTION:

I move to ratify the Vice Mayor's appointment of Mark Parrilla to the Library Board to fill an unexpired term ending on July 31, 2017.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Board membership application

1. PERSONAL

Name: Mr./Mrs./Ms. (circle one) Mark Anthony Parrilla
(print)

Residence: 304 2nd Avenue South

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: _____

Mailing Address: (if different from residence) P.O. Box 376

City: Lake Worth State: FL ZIP Code: 33460

Home Phone: (____) _____ Business Phone: (____) _____

Cell Phone: (561) 201-2851 Email Address: markparrilla@me.com

Are you a citizen of the United States? yes

Are you a registered Palm Beach County voter? yes

Are you a registered Lake Worth voter? yes

How long have you been a resident of Lake Worth? 5.5 yrs

List all properties owned and/or business interests in Lake Worth? _____

WebMark Digital Productions, LLC.

What is your occupation? OUTREACH Coordinator/Visual Artist

Employer? Bridges of Lake Worth West

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? NO

If so, which board? _____

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

If so, when and which board(s)? Planning & Zoning

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

If yes, please name the board, position, etc. _____

2. EDUCATION

High School: Seward Park H.S. Date of Graduation: 1983

College: University of Phoenix Degree: BS Date of Graduation: 2014

Resume attached? yes no

3. WORK EXPERIENCE

4. INTEREST/ACTIVITIES

Volunteering, photography, videography, swimming
Bicycling, travel, Family Fun

5. COMMUNITY INVOLVEMENT

President Genesis Neighborhood Association
Volunteering @ various city & CRA events
Resident Advocacy

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

I truly enjoyed serving for the time I did and due to a serious health issue which resulted in a 3 week-ICU hospitalization caused the absence which caused me seat to be vacated.

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

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

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

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


Signature

PLEASE INITIAL


6/6/14
Date

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

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

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

or

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

or

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

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

Silvina Donaldson

From: Mark Anthony Parrilla [markparrilla@me.com]
Sent: Friday, June 13, 2014 8:26 AM
To: Silvina Donaldson
Subject: Proof of Residency

Good afternoon Silvina,

Is this good for proof of residency in Lake Worth

Pay Utility Bill - City of Lake Worth, FL

https://www.lakeworth.org/ext/utilities/

Apple eCampus: Login Google Maps Home Securit... SimpliSafe mynanamylov...hers' Love WebMark Di...LC. - Home Genesis Nei...tion - Home

Visitors | Business | Residents

Lake Worth, Florida. The Art of Florida

home city hall utilities public safety Search

First-Time Online Payment Directions
Create Master Account

- Account Information
- Payment History
- Make Payments
- Consumption Report
- Billing History**
- Service Summary
- Edit Account
- Manage eBilling
- Create Master Account
- Log Off
- E-mail Us

Account Number: [REDACTED]
Customer Name: PARRILLA, MARK A
Location Address: 304 2ND AVE S 4 LAKE WORTH FL
Phone Number: [REDACTED]

Bill Date	Due Date	Balance Forward	Current Charges	Total Amount
05/21/2014	06/17/2014	[REDACTED]	[REDACTED]	[REDACTED]
04/21/2014	05/19/2014	[REDACTED]	[REDACTED]	[REDACTED]
03/21/2014	04/17/2014	[REDACTED]	[REDACTED]	[REDACTED]
02/21/2014	03/20/2014	[REDACTED]	[REDACTED]	[REDACTED]
01/23/2014	02/19/2014	[REDACTED]	[REDACTED]	[REDACTED]
12/20/2013	01/16/2014	[REDACTED]	[REDACTED]	[REDACTED]
11/21/2013	12/18/2013	[REDACTED]	[REDACTED]	[REDACTED]
10/21/2013	11/18/2013	[REDACTED]	[REDACTED]	[REDACTED]
09/23/2013	10/21/2013	[REDACTED]	[REDACTED]	[REDACTED]
08/21/2013	09/17/2013	[REDACTED]	[REDACTED]	[REDACTED]

Silvina Donaldson

From: Mark Anthony Parrilla [markparrilla@me.com]
Sent: Friday, August 15, 2014 10:56 AM
To: Silvina Donaldson
Subject: Finance Advisory Board Application

Dear Silvina,

Please amend my volunteer board application to include my interest in becoming a member of the F.A.B.

Thank you,
Mark A. Parrilla

Silvina Donaldson

From: Mark Parrilla [markparrilla@me.com]
Sent: Monday, September 01, 2014 11:38 AM
To: Silvina Donaldson
Subject: Library Board

Silvina,

I don't remember if my application included the Library Board as one of my choices. Would you please add it. I was approached by Sam Goodstein and asked if I was interested and I said sure as long as it didn't conflict with my interest in becoming a member of the FAB and it does not they meet on a different day.

Sent from my iPad



CITY OF LAKE WORTH

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

AGENDA DATE: September 23, 2014, Special Meeting

DEPARTMENT: City Manager

EXECUTIVE BRIEF

TITLE:

Contract with Akerman LLP for government affairs consulting services

SUMMARY:

The Contract will provide for the creation and implementation of a Legislative Program for the coming State Legislative Session cycle.

BACKGROUND AND JUSTIFICATION:

The City has a tremendous need for roadway, water, sewer, drainage and other infrastructure. The Elected Officials and staff have consistently committed to pursuing funds from the County and State sources and reiterated that commitment during the Lake Worth 2020 program development and recent ballot question. In order to realize this funding assistance, the creation of a City Legislative Program that is realistic and attainable is vital. For the City to have a successful Legislative Program, expertise in Tallahassee and a local knowledge of the City is required.

The State's legislative process includes committee meetings prior to session, committee hearings during session, action on the floor of the House and Senate, and, hopefully, signature by Governor. Introducing and monitoring legislation through this process will be the job of Mr. Richard Pinsky with the firm of Akerman, LLP. The eight-month contract will begin on October 1, 2014, and end on May 31, 2015. The contract shall not exceed \$25,000. FY2015 Funds are budgeted for this purpose in Contractual services, A/c # 001-1020-512-34-50, pending approval of the annual budget.

MOTION:

I move to approve/not approve a contract with Akerman, LLP.

ATTACHMENT(S):

Fiscal Impact Analysis
Contract

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$25,000	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	25,000	0	0	0	0

No. of Addn'l Full-Time Employee Positions	0	0	0	0	0
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B. Recommended Sources of Funds/Summary of Fiscal Impact:

City Manager	Akerman Gov't Affairs Consulting Services					
Account Number (s)	Account Description	FY 2015 Budget	Available Balance	Budget Transfer	Agenda Expenses	Remaining Balance
001-1020-512-34-50	Contractual Services	53,000	53,000	-	\$ (25,000)	28,000

C. Department Fiscal Review: -PL-

CONTRACT FOR PROFESSIONAL SERVICES
(Governmental Affairs)

This Contract is made as of the ___ day of _____, 2014, by and between the City of Lake Worth, Florida ("CITY"), a municipal corporation organized and existing under the laws of the State of Florida, and **Akerman LLP** ("CONSULTANT"), a corporation authorized to do business in the State of Florida.

In consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by each party, it is hereby agreed that CONSULTANT shall serve as the CITY's consultant for governmental affairs pursuant to the terms of this contract.

1: INDEPENDENT CONTRACTOR RELATIONSHIP. CONSULTANT is, and shall be, in the performance of all services under this non-exclusive contract, an Independent Contractor, and not an employee, agent, or servant of the CITY.

2. AUTHORITY TO PRACTICE. CONSULTANT hereby represents and warrants that it has or will obtain and thereafter continue to maintain all licenses and approvals required to conduct its business and provide services under this contract, and that it will at all times conduct its business and provide the services under this contract in a reputable manner. Proof of such licenses and approvals, including a copy of any lobbyist registration form filed with the state, shall be submitted to the CITY whenever requested by the CITY.

3: SERVICES. CONSULTANT is hereby engaged by the CITY to provide professional consulting services as more specifically stated in the engagement letter, attached hereto and incorporated herein.

4: RESPONSIBILITIES. In addition to other responsibilities described in this contract or imposed by law, CONSULTANT shall have the following responsibilities:

- a. CONSULTANT shall maintain the confidentiality of information specifically designated as confidential by the CITY or by law, unless withholding such information would violate the law, including, but not limited to, Florida's Public Records law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes).
- b. CONSULTANT shall review and comply with all applicable laws, codes, rules and regulations imposed by governmental authorities having jurisdiction over the services being provided hereunder, including but not limited to regulations governing lobbying.

5: TERM OF SERVICES AND COMPENSATION.

- a. This Contract shall be for an initial term from October 1, 2014 to May 31, 2015 unless earlier terminated in accordance with the terms and conditions of this Contract. This Contract may be extended in writing by the parties.
- b. The CITY shall pay CONSULTANT a flat fee of \$2,000 (Two Thousand Dollars) for each month (30 day period).
- c. The total compensation to be paid to the CONSULTANT under this Contract

(including all amendments thereto) shall not exceed \$25,000 unless this Contract is approved by the City Commission and executed by the Mayor. However, this is a non-exclusive contract and the City does not guarantee that any further services beyond those stated herein will be requested of the CONSULTANT.

- d. All invoices must be submitted to the Finance Department, 7 North Dixie Highway, Lake Worth, FL 33460, on a monthly basis for review and approval prior to payment.
- e. The City will reimburse the Consultant for any out-of-pocket expenses, including, but not limited to, filing fees, long distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought.)

The City will not pay for local facsimile transmissions.

Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.

Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

The City does not pay for local travel (Palm Beach County), including, but not limited to, attorney's time for such local travel and/or reimbursement for meals.

For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Lake Worth Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of services provided.

If applicable, the City will not be responsible for the cost of any computerized legal research service that the CONSULTANT uses or receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the City requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the City will not pay for research that is routine in nature. The City will pay only for updating and Shepardizing existing research and/or fact specific research.

6: INDEMNIFICATION. CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT in the performance of services. Nothing contained in this contract shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT, nor shall this contract be construed a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat.

7: CONFLICTS OF INTEREST. The CONSULTANT hereby warrants and represents that CONSULTANT does not and will not represent any client where a conflict of interest with the representation of the CITY may exist. This would include, but not be limited to, matters where representation would be adverse to the CITY, or where representation would require CONSULTANT to advocate or oppose a position contrary to a stated or intended CITY position on the same or similar issue before either the Florida Legislative or Executive branches.

8: TERMINATION. This Contract may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party. Termination of this Contract shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

9: NOTICE. All notices required in this contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

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

and if sent to the CONSULTANT shall be mailed to:

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

10: ENTIRETY OF CONTRACTUAL AGREEMENT. The CITY and CONSULTANT agree that this contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed and signed by the parties hereto. To the extent that there exists a conflict between this Contract and Exhibit "A", the terms, conditions, covenants, and/or provisions of this Contract shall prevail over Exhibit "A". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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

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

13: LAW, VENUE AND REMEDIES. This contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

15: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, CONSULTANT represents and warrants that it, its affiliates, suppliers, sub-contractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

16: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, this contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Outside Counsel should review Palm Beach County ordinance number 2011-009 in order to be aware of their rights and/or obligations under such ordinance and as applicable.

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

18: PREPARATION OF CONTRACT. This contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

19: INSURANCE. The CONSULTANT shall maintain during the term of this Contract all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the CONSULTANT.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial General Liability Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (optional /per case basis)	\$1,000,000 combined Single Limit
Workers' Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance upon request by the City. The City shall be identified as an "Additional Insured" on general and auto liability. Failure to comply with the foregoing requirements shall not relieve CONSULTANT of its liability and obligations under this contract.

20: PUBLIC RECORDS: Pursuant to section 119.0701, Florida Statutes, 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 Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Services as of the day and year first above written.

CONSULTANT

[Corporate Seal]

BY: _____
Print Name: _____
Print Title: _____

CITY OF LAKE WORTH

BY: _____
MICHAEL BORNSTEIN,
CITY MANAGER

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
PAMELA LOPEZ, CITY CLERK

BY: _____
GLEN J. TORCIVIA, CITY ATTORNEY



CITY OF LAKE WORTH

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

AGENDA DATE: September 23, 2014, Special Meeting

DEPARTMENT: Human Resources - Risk

TITLE:

Purchase Order with Preferred Government Insurance Trust (PGIT) to provide excess property and liability insurance coverage for Fiscal Year 2014-2015

SUMMARY:

This Purchase Order will authorize Preferred Government Insurance Trust (PGIT) to provide Property, Boiler & Machinery, Contractor's Liability, Public Official Liability, Excess Automobile Liability, Excess General Liability, and Excess Worker's Compensation coverage for the 2014/2015 fiscal year.

Property & Excess Liability Cost Analysis

Coverage	2013/14 Premium	2014/15 Premium	Premium Difference
Property	\$265,395	\$229,186	(\$36,212)
Inland Marine	*	*	-
Boiler & Machinery	*	*	-
Crime	\$1,600	\$1,600	-
General Liability	\$32,322	\$28,950	(\$3,372)
Public Officials	\$29,049	\$22,397	(\$6,652)
Automobile	\$15,718	\$15,710	(\$8)
Excess Worker's Compensation	\$50,400	\$45,360	(\$5,040)
Property Utilities	\$451,087	\$480,689	\$29,602
Total	\$845,571	\$823,892	(\$21,679)

*- included

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth is subject to a myriad of risk and liability loss exposures. These exposures arise from day-to-day operations involving contact with citizens, employees, and governmental officials. The City of Lake Worth protects against these liability loss exposures with a self-insurance program which uses excess insurance for protection above internal retention levels. On a bi-annual basis the City has undertaken the task of initiating a request for proposal (RFP) for insurance carriers, brokers, and agents to submit bids to provide excess liability coverage for the City of Lake Worth.

In the summer of 2014, the City of Lake Worth issued its bi-annual request for proposal (RFP) for excess liability insurance coverage for the City's Property, Boiler & Machinery, Contractor's Liability, Public Official

Liability, Excess Automobile Liability, Excess General Liability, and Excess Worker's Compensation coverage. In response, 16 potential carriers reviewed the program's specifications via the Demand Star bidding system.

Of the 16 entities that reviewed the City's specifications, only 9 were admitted to sell excess liability coverage in the State of Florida. Additionally, only 7 of the 9 admitted insurers could provide the comprehensive coverage required. Ultimately, the only bid submitted came from the City's current excess liability carrier, Preferred Government Insurance Trust (PGIT).

Subsequent meetings with the City's risk management consultant, Ben Few & Associates, confirmed the single bid received in response to the RFP. The risk management consultant also confirmed that the bid submitted by PGIT was a good bid and recommended that the City continue its relationship with PGIT.

The risk management consultant advised that current excess liability insurance market conditions were in a soft underwriting cycle. Also, due to the unique exposures of the City of Lake Worth and the low number of public excess liability insurers the results were typical of market conditions.

PGIT's overall bid for excess liability coverage was \$21,679 lower for the 2014/15 fiscal year (\$823,892) in comparison to the 2013/14 fiscal year (\$845,571).

MOTION:

I move to approve/disapprove a Purchase Order to Preferred Government Insurance Trust for insurance coverage at a cost of \$823,892 for the year October 1, 2014 through September 30, 2015; pending approval of the FY 2015 Annual Operating Budget.

ATTACHMENT(S):

Fiscal Impact Analysis
Risk Management Consultant Recommendation
Property & Excess Liability Spreadsheet Analysis
Premium Recapitulation Authorization

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$823,892	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	823,392	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:

HR/Risk Mgmnt	Preferred Government Insurance Trust (PGIT)					
Account Number (s)	Account Description	FY 2015 Budget	Available Balance	Budget Transfer	Agenda Expenses	Remaining Balance
520-1331-513.45-70	Insurance Premium Paid	1,015,200	1,015,200	0	(823,892)	191,308

**SECTION III
CITY OF LAKE WORTH
RECOMMENDATION**

Our recommendation is that the City of Lake Worth:

1. Renew all coverages with PGIT.
2. Reject TRIA on property.

RESULTING PREMIUM COST: \$823,892

REDUCTION FROM LAST YEAR: \$21,679

COMMENTS ON PUBLIC BID PROCESS: This year's public bid process involved notification and information dissemination through DemandStar internet services. This is considered today's best practices for announcing and communicating public bids.

This year, sixteen respondents viewed the specifications provided in the Request for Proposal. Of the sixteen respondents, nine entities were licensed to sell insurance in Florida and of those nine, seven had resources to write public entity insurance programs.

Coverage has and continues to be quite competitive in the Florida public entity insurance market. As a result, the City of Lake Worth has enjoyed a good working relationship with its current carrier (PGIT) for the last few years and continues to do so. It is our sound belief that due to this relationship, a softening market and the already competitive nature of PGIT's rates, no other truly qualified respondent could meet the current rates being provided, much less renewal. Thus, the incumbent carrier is the only respondent to the RFP.

We feel this year's RFP process has resulted in an extremely good product for the City of Lake Worth.

Respectfully submitted,

BEN FEW & COMPANY, INC.



Ben Few III, ARM, ARM-P
President

**SECTION II
CITY OF LAKE WORTH
SPREADSHEET
ANALYSIS**

COVERAGES	LIMITS	AGENCY / POLICY INFORMATION	2013-2014 PREMIUM	2014-2015 PREMIUM	2014-2015 CHANGES IN LIMITS
PROPERTY		PGIT	\$265,395	\$229,186	
SPECIAL; REPL. COST; 100 % CO-INS.					
BLANKET BUILDING & CONTENTS	\$40,580,926				\$41,380,926
DEDUCTIBLE AOP	\$25,000				
NAMED WINDSTORM DEDUCTIBLE	5% of TIV per loc. Subject to min. \$35,000 per occ.				
LOSS OF BUSINESS INCOME	\$250,000				
ADDITIONAL EXPENSE	\$250,000				
FLOOD	\$5,000,000				
FLOOD DEDUCTIBLE	\$25,000 occ.				
EARTH MOVEMENT	\$1,000,000				
EARTH MOVEMENT DEDUCTIBLE	\$25,000 per				
DEMOLITION COST, ORDINANCE, INCR. COST OF CONSTRUCTION	\$1,250,000				\$500,000
INLAND MARINE		PGIT	Included	Included	
COMMUNICATION EQUIPMENT	\$25,000				
CONTRACTOR'S MOBILE EQUIPMENT	\$760,728				
UNSCHEDULED CONTR. MOBILE EQUIP.	\$100,000				\$15,000 max per item
ELECTRONIC DATA PROCESSING EQUIP.	\$250,000				
EMERGENCY SERVICES PORTABLE EQUIP.	\$50,000				
FINE ARTS	\$25,000				
OTHER INLAND MARINE	\$32,676				
RENTED / LEASED EQUIPMENT	\$100,000				
VALUABLE PAPERS & RECORDS	\$50,000				
DEDUCTIBLE PER OCCURRENCE	\$1,000				
BOILER & MACHINERY		PGIT	Included	Included	
PROP. DAMAGE / BUS. INCOME / EXTRA EXP.	\$40,580,926				\$41,380,926
DEDUCTIBLE - PER OCCURRENCE	\$25,000				
CRIME - Discovery Form		PGIT	\$1,600	\$1,600	
EMPLOYEE DISHONESTY - per loss	\$250,000				
DEDUCTIBLE	\$25,000				
MONEY & SECURITIES - INSIDE & OUTSIDE	\$250,000				
DEDUCTIBLE	\$25,000				
FORGERY OR ALTERATION	\$250,000				
DEDUCTIBLE	\$25,000				
COMPUTER FRAUD	\$250,000				
DEDUCTIBLE	\$25,000				
GENERAL LIABILITY - Occurrence		PGIT	\$32,322	\$28,950	
BODILY INJURY & PROPERTY DAMAGE	\$1,000,000				
SELF INSURED RETENTION	\$100,000				
PERSONAL INJURY / ADVERTISING INJURY	INCLUDED				
PRODUCTS / COMPLETED OPERATION	INCLUDED				
MEDICAL PAYMENTS	N/A				
FIRE DAMAGE	INCLUDED				
NO FAULT SEWER BACKUP:					
PER CLAIMANT	\$1,000				
AGGREGATE LIMIT	\$5,000				
PESTICIDE / HERBICIDE LIMIT	\$1,000,000				
EMPLOYEE BENEFITS					
PER OCCURRENCE	\$1,000,000				
AGGREGATE	N/A				
DEDUCTIBLE	\$100,000				

**PREMIUM RECAPITULATION
REVISED 9/15/14**

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accepted</u>	<u>Rejected</u>
Starr Tech Utilities Property			
\$300,000 Property Damage Deductible Premium	\$ 463,035.00		
Engineering Fee	\$ 7,000.00		
FHCF Assessment Fee	\$ 6,019.46		
CPIC Assessment Fee	\$ 4,630.35		
Florida State Property Surcharge	<u>\$ 4.00</u>		
TOTAL PREMIUM	\$ 480,688.81	<input checked="" type="checkbox"/>	<input type="checkbox"/>
\$300,000 Property Damage Deductible Certified Terrorism Premium	\$ 9,422.00		
FHCF Assessment Fee	\$ 122.49		
CPIC Assessment Fee	<u>\$ 94.22</u>		
TOTAL PREMIUM	\$ 9,638.71	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$300,000 Property Damage Deductible Non - Certified Terrorism Premium	\$ 1,047.00		
FHCF Assessment Fee	\$ 13.61		
CPIC Assessment Fee	<u>\$ 10.47</u>		
TOTAL PREMIUM	\$ 1,071.08	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Preferred Governmental Insurance Trust			
Property / Inland Marine / Equipment Breakdown			
With \$1,000,000 Flood Limit	\$ 218,324.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Crime / Employee Dishonesty	\$ 1,600.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
General Liability	\$ 28,950.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$ 15,710.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Excess Workers' Compensation	\$ 45,360.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
OPTION:			
\$5,000,000 Flood Limit	\$ 10,862.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>



**PREMIUM RECAPITULATION
REVISED 9/15/14**

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accepted</u>	<u>Rejected</u>
Public Officials / Employment Practices Liability			
Premium	\$ 22,110.00		
FHCF Assessment	\$ 287.43		
TOTAL PREMIUM	\$ 22,397.43	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I authorize PRIA to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)





CITY OF LAKE WORTH

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

AGENDA DATE: September 23, 2014, Special Meeting

DEPARTMENT: Human Resources - Risk

EXECUTIVE BRIEF

TITLE:

Renew agreement with F.A. Richards & Associates, Inc. for claims administration related to workers' compensation, property, auto, general liability, and EMT liability

SUMMARY:

The Agreement will authorize the continued coverage of claims administration services.

BACKGROUND AND JUSTIFICATION:

Subsequent to having multiple third party administrators from 2001 through 2009, the City of Lake Worth contracted with F.A. Richards & Associates, Inc. (FARA) to provide claims handling services in 2010 and annually thereafter pursuant to a Request for Proposal process. In order to remain compliant with guidelines and regulations related to timely payment, treatment investigations, tracking and reporting of workers' compensation, auto liability, general liability, property and EMT liability, the City outsources this administrative process to FARA.

For the fee of \$3,800.00 annually, FARA agrees to provide account administration services, loss fund management, on line access to claims information, and monthly Loss Runs on CD. In addition, handling of open claims beyond the twelve months of the agreement is an additional fee of \$55.00 per case. Beyond that there are per transaction fees, per claim depending upon the classification of the claims. (see attachment for listing).

Minimization of FARA's additional charges has increased over the last two fiscal years through the combined efforts of the Risk Management Specialist's and City Attorney's Office increased involvement with outside parties to manage and resolve irrefutable liability and subrogated damage claims without involving FARA. We anticipate continuing this trend of proactive claims management going forward. All claims funds to pay FARA administrative and regulatory fees are taken from the Self Insurance Fund.

Attached is FARA's Service Fee Proposal for Fiscal Year 2015.

MOTION:

I move to approve/not approve the Service Fee Proposal from F.A. Richards & Associates, Inc., for claims administration related to workers' compensation, auto liability, general liability, property and emergency management team (EMT) liability; pending approval of the Fiscal Year 2015 Annual Operating Budget.

ATTACHMENT(S):

Fiscal Impact Analysis

FARA Service Fee Proposal (FY 2015)

Claims Service Agreement with F.A. Richard & Associates, Inc.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$25,000	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	\$25,000	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:

HR/Risk Mgmt	F.A. Richard & Associates, Inc					
Account Number (s)	Account Description	FY 2015 Budget	Available Balance	Budget Transfer	Agenda Expenses	Remaining Balance
520-1332-513.34-50	Other Contractual Services	26,000	26,000	0	(25,000)	1,000

C. Department Fiscal Review: DE



City of Lake Worth
Service Fee Proposal

Date: September 2, 2014

Contract Term: 10/1/2014 to 09/30/2015

Services Offered: Claims Administration: Worker's Compensation, Auto Liability, General Liability, Property, and EMT Liability.

Fees: \$3,800 Annual Fee to include: account administration services, loss fund management, on-line access to claims information, and loss runs.

Plus the following charge per claim as incurred:

State Workers' Compensation - Indemnity Claims	\$ 901.00 ea
State Workers' Compensation - Medical Only Claims	\$ 158.00 ea
Automobile Liability Claims	\$ 472.00 ea
Automobile Physical Damage Claims	\$ 337.00 ea
General Liability Claims	\$ 583.00 ea
EMT Liability Claims	\$ 583.00 ea
Property Claims	\$ 583.00 ea
RPO (Reporting Purposes Only)	\$ 47.00 ea
Indexing	\$ 11.00 per Index
MMSEA Reporting	\$ 8.75 per Claim

Service fees quoted include full claims administration for period of twelve (12) months from the day the claim is reported to FARA. Further handling of Indemnity Claims beyond that date shall earn FARA and additional fee of \$ 55.00 per month until the month following the claims conclusion.

Litigation Management, Subrogation Collections and Field Investigations will be handled on a time & expense basis at our prevailing hourly rate.

Allocated Expenses

1. Fees of attorneys for claims in suit and for representation at hearings or pretrial conferences;
2. Fees of court reporters;
3. All court costs, court fees and court expenses;
4. Interest paid as a result of litigation;
5. Fees for service of process;
6. Costs of undercover operative and detective services;
7. Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams;
8. Costs for employing experts for the advice, opinions or testimony concerning claims under investigation or in litigation or for which a declaratory judgment is sought;
9. Costs for independent medical examination and/or evaluation for rehabilitation and/or to determine the extent of **Client's** liability;
10. Cost of reporting under Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007;
11. Costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceedings;
12. Costs for copies of any public records and/or medical records;
13. Costs of depositions and court reported and/or recorded statements;
14. Costs of engineers, handwriting experts and/or any other type of expert used in the preparation of litigation and/or used on a one-time basis to resolve disputes;
15. Fees and costs for attendance at trials or hearings;
16. Witness fees and travel expenses;
17. Costs of photographers and photocopy services;
18. Costs of appraisal fees and expenses;
19. Vocational Rehabilitation, Medical Case Management & Utilization Review.
20. Computerized Medical Bill Review services;
21. Cost of Preferred Provider Organization fees or other similar cost containment programs;
22. Out of pocket expenses incurred in connection with an individual claim or required meeting.



FINANCE DEPARTMENT

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

TO: Client Services Department
F.A. Richard & Associates, Inc.

FROM: Steven Carr, CPA, Finance Director

SUBJECT: CLAIMS SERVICE AGREEMENT

DATE: November 1, 2010

Please find attached the original signed Claims Service Agreement for Contract Number 01-01290.

Mailed to:

F.A. Richard & Associates, Inc.
Attn: Client Services Department
1625 W. Causeway Approach
Mandeville, LA 70471

Cc:

Sylvia Woods, City of Lake Worth
Diane Clark, City of Lake Worth
Ben Few & Company, Inc.

CLAIMS SERVICE AGREEMENT

Contract Number 01-01290

THIS CLAIMS SERVICE AGREEMENT is made and entered into this 1st day of October, 2010, by and between F. A. Richard & Associates, Inc. of Mandeville, Louisiana, hereinafter referred to as FARA, and, City of Lake Worth hereinafter referred to as Client.

In consideration of the mutual covenants and promises of the parties, FARA agrees to furnish and Client agrees to accept those certain claims handling services as defined in this instrument on the following terms and conditions:

ARTICLE 1 – TERM

1.1 The term of this Claims Service Agreement shall commence on October 1st, 2010 and shall remain in effect continuously until terminated in accordance with the provisions of Article 10 or Exhibit A.

ARTICLE 2 – DEFINITIONS

As used herein and in the performance of services by FARA for Client, the following terms shall have the meanings described below:

2.1 **Adjust or Adjustment:** The process of handling and disposing of claims involving injury, death, damage or loss, in accordance and consistent with generally accepted claim handling standards.

2.2 **Administrative Agencies:** Any state, federal or local governmental agency which supervises or regulates the handling of claims, including but not limited to, industrial commissions, workers' compensation bureaus, commissions, state insurance departments or boards.

2.3 **Allocated Loss Expense:**

A. Except as provided in subparagraph B below, those expenses arising out of or connected with the handling and disposition of claims by FARA, including but not limited to:

1. Fees of attorneys for claims in suit and for representation at hearings or pretrial conferences;
2. Fees of court reporters;
3. All court costs, court fees, and court expenses;
4. Interest paid as a result of litigation;
5. Fees for service of process;
6. Costs of undercover operative and detective services;
7. Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams;
8. Costs for employing experts for the advice, opinions or testimony concerning claims under investigation or in litigation or for which a declaratory judgment is sought;
9. Costs for independent medical examination and/or evaluation for rehabilitation and/or to determine the extent of Client's liability;
10. Costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceedings;
11. Costs for copies of any public records and/or medical records;
12. Costs of depositions and court reported and/or recorded statements;
13. Costs and expenses of subrogation;
14. Costs of engineers, handwriting experts and/or any other type of expert used in the preparation of litigation and/or used on a one-time basis to resolve disputes;
15. Fees and costs for attendance at trials or hearings;
16. Witness fees and travel expenses;
17. Costs of photographs and photocopy services;

- 18. Costs of appraisal fees and expenses;
 - 19. Vocational Rehabilitation, Medical Case Management and Utilization Review;
 - 20. Computerized Medical Bill Review services;
 - 21. Cost of Preferred Provider Organization fees or other similar cost containment programs;
 - 22. Litigation Management and any related additional services required of FARA;
 - 23. Electronic Index Bureau filing fees;
 - 24. Services performed outside FARA's normal geographic regions;
 - 25. Cost to provide notification, reports or other services to excess insurers;
 - 26. Out of pocket expenses incurred in connection with an individual claim or required meeting with Client;
 - 27. Cost of MMSEA reporting as set forth on Exhibit B;
 - 28. Any other services performed by FARA at Client's request;
 - 29. Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection or perfection of the subrogation rights of Client.
- B. Allocated Loss Expense shall not include any of the fees, costs, or expenses, which are included in the claims service fees agreed to herein, or any payment of expenses for actual medical or hospital treatment involving a claimant.
- 2.4 A. Claim: Any single exposure of liability involving any actual or potential injury, death, loss or damage reported by Client to FARA which might result in any payment being made on behalf of Client and for which FARA establishes a claim file.
- B. Medical Only Claim: Each separate claim for medical payments only with a pay value of less than \$2,500. Any claim for medical payments, which include indemnity, wage loss benefits, or investigation, which may lead to the denial of such payments, shall not be deemed a medical only claim.
- C. Indemnity Claim: Each separate claim where the injuries suffered will or are likely to result in an indemnity or wage loss benefit or have a reserved or paid value of \$2,500 or more. Any indemnity claim or medical only claim, which has been opened for a period of six months, shall be deemed an indemnity claim for fee purposes.
- D. Incident Report: Any claim where no reserve of any kind is established.
- E. Claim Suffixes: The identifying suffix for individual claims arising out of an accident, event or occurrence, i.e., bodily injury, property damage, etc.
- F. Multiple Claim Suffixes: Those suffixes used when separate type claims arise out of the same occurrence or event.
- 2.5 Claim Adjustment File: Documentation of the claim adjustment process arising from any single incident involving one or more claimants and containing all relevant activity records including notices, investigations, evaluations and payments.
- 2.6 Authority Limit: That sum of money set forth in this Agreement for which FARA shall have full and sole discretion and authority to adjust and make payments on behalf of Client.
- 2.7 Reserve: The monetary evaluation by FARA of the estimated financial exposure of the Client on any claim.
- 2.8 Services: Those services described in Article 3 and Exhibit A which are furnished by FARA to Client in accordance with the terms of this Agreement, any applicable insurance policy, or in compliance with the laws of any state having jurisdiction over the claim.
- 2.9 Third Party: Any person, firm, partnership, corporation or other legal entity except FARA, FARA's employees, Client, Client's employees or any other persons claiming or eligible to claim workers' compensation benefits from Client or insurers of Client.
- 2.10 Report Date of Claim: The date when FARA first establishes the Claim Adjustment File.
- 2.11 Date of Accident: The date of event as reported by Client or later revised by FARA as the more appropriate date of occurrence.

ARTICLE 3 – REPORTING OF CLAIMS AND SERVICES PROVIDED

- 3.1 Client agrees that during the term of this Agreement, Client will report all claims, including all incident reports to FARA. Client shall not administer any new claims or forward or assign notice of new claims to any claims administrator or person other than FARA. FARA shall have

the right to review the books and records of Client for the sole purpose of verifying total number and type of claims. Any such review or audit shall be conducted by FARA personnel.

3.2 FARA shall provide the following claims adjustment services:

- A. Review all Client's claims and loss reports for losses occurring during the term of this Agreement;
- B. Establish an Incident or suspense file for any circumstance or event where no injury or property damage has been reported and/or is anticipated and/or being claimed;
- C. Establish and reserve a file for each claim and code such claim in accordance with FARA's standard statistical data requirements.
- D. Conduct an investigation of each claim and document the claim file in accordance with the standards which have been agreed upon and are attached as Exhibit A. The claim file will be available for review by the Client on a reasonable basis.
- E. Perform all administrative and clerical work in connection with qualified claims including the preparation of checks drawn on the loss fund established herein;
- F. Respond immediately to any inquiry, complaint or request received from an Insurance Department, other regulatory agency, Client, Claimant, Agent, Broker, or other interested party;
- G. Process each claim in accordance with rules, regulations, restrictions, and laws of each state or province involved;
- H. Monitor the treatment programs recommended for Claimant by physicians, specialists and other health care providers by reviewing all reports prepared by them and performing all investigative activities as may be appropriate.
- I. Utilize cost containment methods available by referring bills to computerized bill review, employing medical case management specialists, and utilization of Preferred Provider Organizations. FARA will utilize its in-house cost containment units wherever possible and only utilize other vendors where necessary. Payment for these services is not included in FARA's service fees.
- J. Adjust, resist and/or settle claims in accordance with authority levels granted in Exhibit A.
- K. Pay all claims and allocated loss adjustment expenses in accordance with the authority granted and applicable statutes or regulations;
- L. Maintain finalized claim files in accordance with Exhibit A.

3.3 Claims Fund: The payment of Claims and Allocated Loss Expenses shall be made by FARA from a claims payment account (The Account set forth in Article 6) funded by Client.

3.4 FARA shall file on a prompt basis, proper forms and reports as may be required by any governmental agency which regulates the handling of workers' compensation insurance claims or other insurance claims, including but not limited to, Industrial commissions, workers' compensation offices, bureaus, state insurance departments or boards for all claims which are the subject of this Agreement.

3.5 1099 Filings: FARA shall collect, process and report data in the manner required by the Internal Revenue Service for the purpose of preparing Client 1099 Miscellaneous Income filing for the claims payments which are the subject of this Agreement.

ARTICLE 4 – PAYMENT OF CLAIMS & DISCRETIONARY SETTLEMENT AUTHORITY LIMIT

- 4.1 FARA shall have authority to make payments on any claim handled by them pursuant to the terms of this Agreement.
- 4.2 FARA shall have the authority to pay on behalf of Client any claims related services falling within the definition of Allocated Loss Expenses.
- 4.3 FARA shall make no single payment in excess of their stated payment authority indicated above without the approval of Client.
- 4.4 FARA shall have the full and sole discretion to finally adjust or settle any claim in an amount equal to or less than the authority limit indicated in Exhibit A, without supervision or direction from Client and such adjustment or settlement shall be binding upon Client.
- 4.5 FARA reserves the right, on any particular claim, to disregard the authority granted in this Article 4 and treat said claim as requiring Client approval prior to final disposition. Client reserves the right, on any particular claim, and upon written notice to FARA, to revoke the authority granted in this Article 4 and treat said claim as requiring Client's approval prior to final disposition.

ARTICLE 5 – CLAIMS FUND

- 5.1 To facilitate the payment of Claims and Allocated Loss Expenses, the parties agree to the use of a claims fund account ("Account"). The method of funding and responsibilities of the parties in connection with the account are outlined in Exhibit A.

ARTICLE 6 – PROPRIETARY INTEREST

- 6.1 **Ownership of Systems:** All systems created or utilized by FARA in performance of activities under this Claims Service Agreement shall belong to, and remain as property of, FARA; Client having no ownership interest therein. Systems as used herein shall include, but are not limited to, computer programs, computer equipment, formats, risk data report formats, procedures, documentation and internal reports of FARA, but shall not include claim adjustment files.
- 6.2 **Ownership of Files:** FARA shall be entitled to full and complete possession of all files and materials prepared by FARA in the course of investigating or administering any claim under this Agreement until this Agreement is canceled and all outstanding sums due FARA are paid by Client. After termination of this Agreement and payment of all fees due FARA, Client shall be entitled to a return of the files after FARA has made a copy of all files. Clerical and copying costs of files to be returned shall be at the expense of the Client, who agrees to pay FARA's reasonable fees in connection with such copying.
- 6.3 **Protection of Data:** FARA shall make all reasonable efforts to ensure the availability of the computer loss data and the operation of the computer hardware. In the event of damage to or malfunction of the computer hardware, FARA will use all reasonable efforts to obtain replacement alternative computer hardware to restore the service to an acceptable level in a timely manner. In the event that the computer risk data is not available for use by the computer system utilized by FARA, FARA will attempt to reconstruct or recover that data from computer data files stored at remote locations and from source records to restore the service to an acceptable level in a timely manner.
- 6.4 **Privacy of Data:** FARA will make reasonable efforts to maintain the confidentiality of all data supplied to and used by FARA in the performance of this Claims Service Agreement. FARA will not disclose this data nor the contents of the data files without the consent of Client. Notwithstanding the foregoing, Client agrees that FARA shall have the right to use such data for the purpose of preparing and disseminating analytical reports inclusive of the collective Client data, provided such use in no way specifically identifies Client, its operations or expenses.

ARTICLE 7 – INDEPENDENT CONTRACTOR STATUS

- 7.1 FARA, at all times, shall be an independent contractor, and employees of FARA shall in no event be considered employees of Client. Except as expressly provided for herein, no agency relationship between FARA and Client shall exist as a result of the execution of this Claims Service Agreement of the performance by FARA thereunder; FARA reserves the right, at its sole discretion and at its own expense, to assign performance of activities under this Claims Service Agreement to any of its personnel and to subcontract to third parties any part or all of FARA's duties without the necessity of Client's approval, provided, however, that any subcontracting by FARA shall not relieve FARA of its obligations to Client under this Claims Service Agreement.

ARTICLE 8 – INDEMNIFICATION

- 8.1 a. FARA hereby agrees to defend, indemnify and hold Client harmless from and against all claims, actions, causes of action, liability or loss which results from the sole negligence or willful acts, or errors or omissions of FARA in the performance or breach of duties under this Agreement. Included are all damages, costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible by law) and any other expense or expenditure incurred by Client as a result of FARA's sole negligence or willful misconduct.
- b. The parties acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of Client or its employee acting within the scope of the employee's office of employment. The Client agrees to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of its own employees, however, this does not constitute any admission of liability in such cases. Without waiver of limitation as provided for in Section 768.28, Florida Statutes, as maybe amended from time to time, and to the extent permitted by law, the Client agrees to indemnify and hold FARA harmless from and against any claims, actions, losses, demands or cause of action of whatsoever kind or nature that the FARA may or could sustain as a result of or emanating out of the performance or breach of the terms and conditions contained in this Agreement that result from the Client's negligence, errors or omissions or willful misconduct. Included are all damages, costs, expenses, attorney fees, and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible by law) and any other expense or expenditure incurred by FARA as a result of Client's sole negligence or willful misconduct or lack of performance under the terms of this Agreement.
- 8.2 **Insurance Coverage:** FARA agrees to maintain General Liability, Automobile Liability, Workers' Compensation, Fidelity Bond and Professional Liability coverage. FARA shall submit certificates evidencing proof of said insurance to Client upon written request.

ARTICLE 9 – COMPENSATION

- 9.1 Except as otherwise provided in this Claims Service Agreement, FARA shall be compensated by Client in accordance with the terms of Exhibit A.
- 9.2 The compensation payable to FARA under this Article 9 shall in no way include or affect the separate payment obligations of Client as respects the claims fund described in Article 5 or the direct payment for other services rendered by FARA.

- 9.3 All sums due FARA are due and payable within 20 days of receipt of billing by FARA. Client's failure to pay timely shall subject Client to late payment charges, interest on unpaid balances at the rate of 1% per month. Should outside collection be needed, Client shall bear the cost including reasonable attorney and collection costs and fees.

ARTICLE 10 – TERMINATION

- 10.1 The Claims Service Agreement may be terminated in its entirety by either party (provided that such party not be in default under this contract) upon written notice to the other party provided such notice specifies an effective date for cancellation or non-renewal not less than thirty (30) days from the date of such notice.

- 10.2 In the event of any termination of this Claims Service Agreement by either party hereto pursuant to the terms of Article 10.1, FARA shall be entitled to all fees earned or incurred prior to the effective date of termination without offset or reduction, and 100% of FARA's administrative fee will be deemed fully earned. Any and all open claims and unresolved recovery activities pending on the date of termination of this contract shall either:

- A. Continue to be handled by FARA until the expiration of the period in which Client has paid the Service Fee, and thereafter at a time and expense basis at FARA's prevailing hourly rate and expense method of billing when time and expenses are incurred; or
- B. A monthly fee as may be agreed upon; or
- C. Thereafter be assumed and handled by Client or delegated by Client to some third party.

Client shall inform FARA prior to the termination date of the contract in writing of the selected option. Should Client fail to inform FARA or should agreement not be reached between FARA and Client for the continued handling of the open claims, then FARA, on the termination date, shall suspend all activity on Client's files and FARA shall thereafter have no responsibility for the proper disposition of such matters. Should FARA continue to produce loss runs, loss fund management or on-line access, Client will be invoiced and shall pay a portion of their annual administration fee.

- 10.3 In addition to all other rights and remedies available to FARA under this Claims Service Agreement and at law, FARA may cancel this Service Agreement and discontinue claims adjustment services immediately upon notice to Client if:

- A. Client fails to maintain sufficient balances in The Account to properly and adequately fund daily maintenance and indemnity needs, as well as settlement of claims and allocated loss expenses. At no time shall FARA be liable or obligated to make any payments of any type of character on behalf of Client out of its own funds;
- B. Client dissolves, liquidates a substantial part or all of its business, or is the subject of voluntary or involuntary bankruptcy proceeding or other reorganization;
- C. Client threatens insolvency or has a receiver or trustee appointed on its behalf;
- D. Client is acquired by merger with any other entity unless this Claims Service Agreement is assumed in writing by the other entity and such assumption is agreed to by FARA.
- E. Client has failed to pay FARA its compensation as provided for in Article 9. In the event FARA chooses to exercise this provision of the contract, it shall give Client notice of its intent to do so and Client shall have 10 days from the date of notice of such deficiency to cure the default.

ARTICLE 11 – CONDITIONS AND LIMITATIONS

- 11.1 FARA does not act as an insurer for Client, and this Claims Service Agreement shall not be construed as an insurance policy or any contract or agreement of indemnity; it being specifically understood that FARA is in no event financially responsible for payment of satisfaction of claims, lawsuits, or cause of action against Client. The establishment by FARA of any claims account to pay claims pursuant to Article 5 of this Claims Service Agreement shall not be considered an undertaking by FARA to be financially responsible for payment of funds into any such account.

- 11.2 FARA's responsibility for the performance of activities as specified in Article 3 and Exhibit A is conditioned upon Client's cooperation with FARA in all reasonable manners with respect to the activities of FARA, including but not limited to, responding to FARA's requests for information promptly, meeting with FARA and/or third parties, as may be needed, and making decisions on matters which, as required by this Claims Service Agreement, or in the professional opinion of FARA, should be made by Client, the payment of funds into the claims fund referred to in Article 5, as required by the terms of such Article, and performance by Client of all other obligations of this Claims Service Agreement.

- 11.3 The services to be provided by FARA are not of a legal nature and FARA shall in no event give, or be required to give any legal opinion or provide any legal representation to Client, nor may any communication prepared by FARA be relied upon by Client as a legal opinion or interpretation. FARA shall in no event be considered as engaged in the practice of law. FARA may, but under no duty, recommend counsel to Client. Client, at all times, has full and sole discretion to select legal representative and counsel of its own choosing, and any selection of such representation of counsel shall be by separate agreement between Client and such counsel.

- 11.4 As respects the services provided by FARA under this Claims Service Agreement, any reports rendered to Client may be relied upon only to the extent of the express purpose of such reports, as such purpose may be from time to time set forth in writing by FARA.

- 11.5 In no event shall FARA be liable to Client for any consequential damages, punitive damages or damages of a similar nature that may be incurred by Client as a result of the services provided herein by FARA or its employees.
- 11.6 This Claims Service Agreement applies only to the activities expressly referred to herein and shall not include any other relationship FARA may have with Client involving insured or self-insurance programs.
- 11.7 Client shall have the right to inspect and audit the records of FARA regarding any matter covered by this Claims Service Agreement. Any such inspection or audit shall be conducted in a manner so as to not unnecessarily interfere with the business of FARA. These rights of audit shall survive the termination of this Claims Service Agreement. Attendance at audits at the request of Client is not included in FARA's service fees.
- 11.8 Client has the right to take over the handling of any claim and to direct the handling of any claim at any time during the life of the contract and the life of the claim. Client also retains the right to take over the handling of all claims at its discretion, but with no expense or reduction in claim service fees or allocated claim expense incurred by FARA with respect to such claims.
- 11.9 Neither this Claims Service Agreement nor any rights thereunder shall be assigned by either party without the prior written consent of the other party first having been obtained. This provision shall not prohibit FARA, pursuant to Article 7, from assigning or subcontracting for any of the activities to be performed by FARA.
- 11.10 Client shall not offer employment to any FARA employee and agrees not to employ any of FARA's employees for at least a period of twelve (12) months following termination of employment with FARA. Any violation of this Agreement shall result in immediate payment of one and one-half times the annual salary of the employee or employees involved by Client to FARA. Payment to be due and payable within 10 days of discovery of this breach of Agreement.
- 11.11 The terms of this Claims Service Agreement between FARA and Client shall be governed by the laws of the State of Florida. Any adjudication by any court of competent jurisdiction, which invalidates any part of this Claims Service Agreement, shall not act to invalidate any other part thereof.
- 11.12 In the event of any conflict or ambiguity between the terms and provisions of this Agreement and any exhibit attached hereto, the terms and provisions of the exhibit shall govern.
- 11.13 This Claims Service Agreement constitutes the entire understanding and agreement between the parties hereto, and supersedes all prior and contemporaneous agreements or understandings, written or oral, of the parties hereto. This Claims Service Agreement may be amended only in writing executed by both parties. No waiver of one or more provisions of this Claims Service Agreement shall constitute waiver of any other provision hereto. This Claims Service Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors and assigns. This Claims Service Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- 11.14 All notices to be given pursuant to this Claims Service Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or if mailed by United States First Class mail, postage prepaid, within five (5) days of deposit in the mail, notices shall be delivered or mailed to the following addresses:

If to Client:

City of Lake Worth
 Attn: Diane Clark,
 Human Resources Director
 7 N. Dixie Highway
 Lake Worth, FL 33460

With a copy to:

City of Lake Worth
 Attn: Steven Carr,
 Finance Director
 7 N. Dixie Highway
 Lake Worth, FL 33460

If to FARA:

F. A. Richard & Associates, Inc.
 Attn: Client Services Department
 1625 W. Causeway Approach
 Mandeville, LA 70471

IN WITNESS WHEREOF, the parties have executed this Claims Service Agreement on the day and year first above written.

Accepted and agreed to this 1 day of Nov, 2010.

BY: **City of Lake Worth**

(Signature)

Rene Varela

(Printed Name)

Date: November 1, 2010

F.A. Richard & Associates, Inc.

(Signature)

M. Todd Richard, President, CEO

Date: Oct 25, 2010

EXHIBIT A

Policy Period: 10/01/10 to 09/30/13 Lines of Business: Workers' Compensation, Auto Liability, General Liability, Property, EMT Liability

Applicable to Contract Number 01-1290

This exhibit is part of the Claims Service Agreement between F. A. Richard & Associates, Inc., hereinafter referred to as **FARA**, and **City of Lake Worth**, hereinafter referred to as **Client**, and is applicable to service period of three years **10/01/10 (beginning service date)** through **09/30/13, (concluding service date)**, both dates inclusive. If **FARA** and **Client** are unable to agree upon the terms and conditions under which service shall be continued beyond the termination of the date of the service indicated in the preceding sentence, the Claims Service Agreement shall be deemed terminated in accordance with the terms of Article 10.2 of the referenced Claims Service Agreement.

Service Fees

In consideration of all the provisions of this contract, **Client** agrees to pay **FARA** in accordance with the Claims Administration Service Fee Proposal included in this Exhibit.

Banking/Checking fee is per check issued at our prevailing rate, regardless of when claim occurred.

Index Bureau reporting charges at our prevailing rate to be borne by **Client**.

All litigation claims convert to time and expense billing in addition to the service fees. All service fees connected with the claim will be fully earned at the time of conversion.

Service fees quoted include full Claims Administration handling for a period of twelve (12) months from the day the claim is reported to **FARA** and further handling beyond that date shall earn **FARA** an additional fee of \$65 per month until the month following the claims conclusion.

Any claim occurring during the contract period and reported to **FARA** more than (3) months following the close of the contract period will be handled by **FARA** at its then prevailing rates and expense method of billing.

All field investigation performed by **FARA** shall be handled at its then prevailing time and expense method of billing.

All subrogation or salvage activities on behalf of **Client** will be handled on a time and expense basis by **FARA** at its then prevailing hourly rate and expense method of billing.

Any occurrence involving five or more declared or potential claimants shall be handled on a time and expense basis by **FARA** at its then prevailing time and expense method of billing.

Quoted per claim fees are on a per claim/per claimant basis, not on an occurrence basis.

Any Gross Receipt Tax or Sales Tax imposed by governmental entities in those states where levied, shall be in addition to the Service Fee.

The following services are not included in the fixed service fees outlined above and will be priced according to **FARA's** fee schedules or time and expense at **FARA's** then prevailing hourly rate and expense method of billing:

1. Litigation Management.
2. Subcontracted investigation or outside field investigation required in areas outside of the geographical areas serviced by existing **FARA** offices.
3. Medical Management Services.
4. Rehabilitation Services.
5. Automated bill review services.
6. Accidents occurring outside the continental United States.
7. Attendance at file audits at **Client's** request or associated copying, handling and postage/shipping fees for file shipment to audit locations.
8. Appearance at any legal proceeding.
9. Disease and cumulative trauma claims.
10. Any requirement that **FARA** assume the handling to conclusion of existing claims handled by the **Client** or another Administrator.
11. All allocated loss expenses.
12. Environmental damage or pollution claims of any kind.
13. Special projects to gather information for **Client**.
14. Promulgation of experience modifiers and/or state and federal required statistical reporting shall be on a time and expense basis or a prior agreed negotiated fee basis.
15. Appraisal Fees.
16. Narrative Full-Captioned Reports.
17. MMSEA Reporting pursuant to Exhibit B.

If sufficient funds are not appropriated or allocated by the Lake Worth City Commission for payment of FARA's service fees under this Agreement for any future fiscal period, then Client may, at its option, terminate this Agreement upon thirty (30) days prior written notice to FARA, without future obligations, liabilities or penalties, except that the Client shall remain liable for amounts due up to the time of termination.

Discretionary Settlement Authority

The above pricing contemplates FARA being granted a \$0.00 settlement authority level by the client.

Material Changes

Client agrees to review and adjust, as appropriate, with FARA the fee charges shown above if, within the contract period, changes in Client's business take place which materially change the scope of service contemplated at contract inception.

Client also agrees to review and adjust as appropriate with FARA the fee charges shown above if, within the contract period, governmental laws or regulations go into effect which materially increase FARA's work effort which was not contemplated at contract inception.

Adjuster Reports

The pricing above contemplates no required adjuster reporting within the discretionary authority levels granted to FARA. The pricing also contemplates Client shall be on-line with FARA's computer system and will glean required information from the adjuster's electronic notes to the file. Any special reporting requirements of Client will be handled on a time and expense basis at FARA's then prevailing time and expense method of billing.

Storage of Files

FARA will print a copy of the file notes and the file will be stored at the time of closing for a period of twenty-four (24) months following the contracted year of service in which the claim was reported to FARA by Client. Further storage shall be at Client's expense in accordance with FARA's current pricing schedule for the period of storage. Where permitted under state law, Client may elect to have FARA ship the files to Client, at Client's expense, for further storage or disposal as Client sees fit, and thereafter FARA shall have no further obligations of storage or delivery of files to any party.

Claims Expert / Loss Runs

FARA will store Client's reported claims data electronically to consist of claim file data, payment record data, and adjuster's notes for as long as open claims exist in the contracted year of service and Client renews with FARA for the current contract year. Should Client not renew with FARA, only open claims, which FARA is required to handle, shall remain in electronic storage. Any other storage, reload of data or special requests to be handled on an agreed price basis before FARA provides.

FARA will provide Client with software to allow Client to interface with FARA's computer system using Client's personal computer and modem with Client bearing all telephone charges. Interface will allow Client to view claims payment records and adjuster notes.

FARA will provide Client a report showing the status of each claim assigned, the total reserved amount, the total payments made, and the unspent reserves on each claim. In addition, FARA will furnish a single set of loss analysis reports at no additional cost, along with a checks issued register. The information will be furnished either on diskette or printed copy as per agreement with Client. FARA shall make all normal efforts and take reasonable measures to forward such report to Client by the 25th day of the following month.

Any additional data manipulation requests or analysis reports requested by Client will be furnished in accordance with FARA's ability to produce the report in a reasonable time period at an additional charge in accordance with FARA's published report schedules or if special programming is required, on an agreed cost basis in advance of preparation and delivery of the report.

LOSS FUND AGREEMENT-BUDGETED FUNDING

FARA shall prepare and promptly furnish Client a projected budgeted funding plan based on Client's loss history information which plan shall include FARA's determination of the initial deposit required for the Loss Fund. Client shall, upon receiving the funding plan, immediately forward to FARA its check in the amount of the initial deposit payable to "F. A. Richard & Associates, Inc. Loss Fund on behalf of City of Lake Worth". Thereafter, Client shall make payments to the Loss Fund on a monthly basis in accordance with the budgeted funding plan schedule. In addition, Client shall, upon receiving notice from FARA, make additional payment to the Loss Fund as may be required to pay Client's claims.

FARA shall from time to time as necessary, review the adequacy of the funding plan. Should additional funding be deemed necessary, FARA shall request said additional funding and Client shall promptly pay into the Loss Fund the additional funding requested by FARA. If FARA finds any excess funding, FARA shall advise Client of the amount of the excess and FARA and Client will agree on the manner in which proper funding shall be reached. The projected future fund budgeting shall be reviewed by FARA on at least a semi-annual basis or on an as-needed basis.

FARA shall establish a separate banking account for Client, which shall be denominated as "Loss Fund Account on behalf of City of Lake Worth". Client shall be responsible for all banking charges and related fees. If any interest is earned on the account, said interest shall be used to offset any banking charges. In consideration of and as an additional charge for its services in handling the account, FARA shall be entitled to any excess of interest over charges. FARA shall not be responsible for Client's loss of funds due to the failure of any banking institution where the funds are deposited.

FARA will utilize the Client's Loss Fund Account to pay Client claims and related claims expenses solely for Client's claims. FARA shall refrain from making payments to FARA out of the Client's loss funds without prior written approval of Client with specific exception of allocated loss expense items.

FARA shall establish and maintain sufficient and complete audit trails so as to allow the auditor appointed by Client to audit the Loss Fund Account at all times.

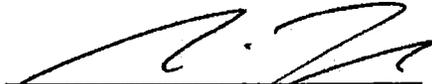
FARA agrees to return any excess funds to Client and to return the balance of the Loss Fund Account to Client when there are no longer any claims payments to be made from the fund.

Accepted and agreed to this 1 day of November, 2010.

BY:

City of Lake Worth

F.A. Richard & Associates, Inc.



(Signature)

René Varata
(Printed Name)

Date: November 1, 2010



(Signature)

M. Todd Richard, President, CEO

Date: Oct. 25, 2010

EXHIBIT B

Policy Period: 10/01/10 to 09/30/13
Lines of Business: Workers' Compensation, Auto Liability,
General Liability, Property, EMT Liability

Applicable to Contract Number 01-01290

This exhibit is part of the Claims Service Agreement between F. A. Richard & Associates, Inc., hereinafter referred to as FARA, and City of Lake Worth, hereinafter referred to as Client, and is applicable to service period of three years 10/01/10 (beginning service date) through 09/30/13, (concluding service date), both dates inclusive. If FARA and Client are unable to agree upon the terms and conditions under which service shall be continued beyond the termination of the date of the service indicated in the preceding sentence, the Claims Service Agreement shall be deemed terminated in accordance with the terms of Article 10.2 of the referenced Claims Service Agreement.

Article 1 – Definitions

All capitalized terms used herein shall have the meanings ascribed to them in the MMSEA Section 111 Medicare Secondary Payer Mandatory Reporting, Liability Insurance (Including Self-Insurance), No-Fault Insurance, and Workers' Compensation USER GUIDE, Version 2.0 dated July 31, 2009, as subsequently updated, amended or restated (the "User Guide") unless otherwise defined herein.

Article 2 – MMSEA Services

2.1 FARA's Services as Reporting Agent

- a. For each RRE ID number that is provided by Client to FARA, FARA shall act as the Reporting Agent and shall appoint an employee, initially David Richard, VP of Information Technology, to be the Account Manager for such RRE ID. FARA shall have the right to change the Account Manager during the Term hereof upon the provision of prior notice to Client.
- b. Client authorizes FARA to appoint as many Account Designees as FARA, in its sole discretion, determines are necessary to properly provide its services under this Exhibit B.
- c. FARA further agrees to:
 1. Appoint the Account Manager and Account Designees as necessary.
 2. Perform the Account Setup.
 3. For those Claims that FARA administers on behalf of Client under the Claims Service Agreement or for those Claims that Client self-administers but either enters directly into FARA's electronic claims system known as iClaimsExpert ("ICE") or reports the data to FARA and FARA enters into ICE ("Report Only Claims"), FARA shall run monthly Query Input Files against the database provided by CMS through its COBC to determine each Claimant's status as a Medicare Beneficiary on the date of a TPOC or, for an ORM, continuously test such Claimant's Medicare status on a monthly basis until such time as the ORM is terminated.
 4. From and after April 1, 2010, for all Claimants who are Medicare Beneficiaries and whose Claims exceed the threshold amounts set forth in the User Guide, send a Claim Input File to the COBC in the RRE's designated week each quarter containing all TPOCs, and the assumption and termination of ORM that occurred within 135 days prior to the first day of such reporting period.
 5. To the extent that FARA receives any error codes or compliance flags on a Query Response File or a Claim Response File, FARA agrees to take commercially reasonable steps to identify and resolve any reporting or transmission errors or compliance issues within the timeframes set forth in the User Guide.
 6. Provide Client with reports containing all relevant summary information regarding their Query Files and Claim Input Files sufficient for Client to validate the query data and reporting data.

In the performance of all Services, FARA shall adhere to the standards and act within the timeframes mandated in the User Guide.

2.2 FARA's Services When Party Other than FARA is Reporting Agent

- a. At the Client's election, FARA will, rather than act as a reporting agent under Section 2.1 hereof, send the monthly Query Files and the quarterly Claim Input Files to a third party (the "Third Party Option") that is acting as the reporting agent on behalf of the Client.
- b. If the Client elects the Third Party Option, FARA shall have no other obligation to Client to provide any of the other services set forth in Section 2.1 except to export the data to the reporting agent. Additionally, if Client elects the Third Party Option, FARA shall not have any obligation to indemnify Client pursuant to Article 5 below.

2.3 Client's Obligations

- a. Client agrees to:
 1. Register to obtain RRE ID and associated PIN.
 2. Designate the Authorized Representative.
 3. Upon receipt, immediately provide RRE ID and associated PIN to FARA.
 4. Assist FARA in obtaining the correct social security number, first initial, last name, date of birth and gender of each Claimant and gathering any additional data elements necessary for reporting compliance.
 5. Immediately provide FARA with all communications that Client receives from any source with respect to its reporting obligations under the MMSEA including those from CMS, the COBC or the MSPRC.
 6. Immediately report to FARA notice of a new Claim regardless of whether liability has been determined or accepted.

Article 3-Post-Termination Obligation

3.1 FARA's Post-Termination Obligation

Unless the parties mutually agree otherwise, within 10 business days of termination of the Claims Services Agreement, FARA will provide an electronic export of the transactional history of the MMSEA services provided hereunder to Client and FARA shall have no further obligations under this Exhibit B to the Claims Service Agreement.

Article 4 – Payment

4.1 Fee

Client agrees to pay to FARA a one-time fee of eight dollars and 75/100 dollars (\$8.75) per individual Claim per Claimant (the "Fee") included on a Query Test File or included on a Claim Input File sent to the COBC or a third party reporting agent. The Fee is a one-time charge per Claim per Claimant regardless of how many Query Test Files or Claim Input Files the Claim or Claimant is included on. For purposes hereof, a Claim shall mean a demand for payment by a third party against an Applicable Plan of the Client, for which FARA provides third party administrative services under the Claims Service Agreement or a Report Only Claim.

4.2 Method of Payment of Fee

For each Claim per Claimant for whom a Fee is owed to FARA, the Fee shall be treated as an Allocated Loss Expense under the Claims Service Agreement.

Article 5 – Indemnification

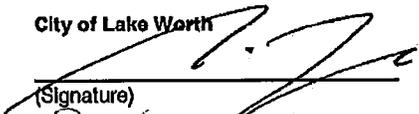
With respect to the MMSEA services provided pursuant to this Exhibit B, FARA agrees to indemnify and hold harmless Client, its parent, subsidiaries and affiliates and their respective officers, directors, employees and agents from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, expenses (including reasonable attorneys' fees), fines, penalties, and all costs of defense (collectively "Losses") which are proven by clear and convincing evidence and which are arising out of or resulting from, in whole or in part: (i) any negligent act or omission, by FARA or its officers, directors, agents or employees, related to or arising out of the MMSEA services set forth in this Exhibit B; or (ii) a breach by FARA of any of its representations, warranties or covenants contained in this Exhibit B (including, without limitation, any failure of FARA to comply with applicable local, state or federal regulations applicable to the performance of services hereunder) all of which are proven by clear and convincing evidence.

With respect to the MMSEA services provided pursuant to this Exhibit B, the parties acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of Client or its employee acting within the scope of the employee's office of employment. The Client agrees to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of its own employees, however, this does not constitute any admission of liability in such cases. Without waiver of limitation as provided for in Section 768.28, Florida Statutes, as maybe amended from time to time, and to the extent permitted by law, the Client agrees to indemnify and hold harmless FARA, its parent, subsidiaries and affiliates and their respective officers, directors, employees and agents from and against any and all Losses that the FARA may or could sustain arising out of or resulting from, in whole or in part: (i) any negligent act or omission, by Client or its officers, directors, agents or employees, related to or arising out of its obligations under this Exhibit B; or (ii) a breach by Client of any of its representations, warranties or covenants contained in this Exhibit B.

Accepted and agreed to this 1 day of November, 2010.

BY:

City of Lake Worth



(Signature)

Rene Karela

(Printed Name)

Date: November 1, 2010

F.A. Richard & Associates, Inc.



(Signature)

M. Todd Richard, President, CEO

Date: Oct 25, 2010



CITY OF LAKE WORTH

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

AGENDA DATE: September 23, 2014, Special Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-25 – First Reading – exempt the City from the Uniform Municipal Election Act and schedule the public hearing date for October 7, 2014

SUMMARY:

The Ordinance will provide the City with an option to amend its candidate qualifying filing period.

BACKGROUND AND JUSTIFICATION:

On January 2, 1984, House Bill 742 became effective providing for the uniform filing dates and uniform election dates for municipal elections held in Palm Beach County. A provision in the House Bill states that the Bill shall supersede any municipal Charter provision; however, any municipality may exempt itself from the provisions by adopting an ordinance declaring its exemption.

MOTION:

I move to approve/not approve Ordinance No. 2014-25 on first reading and schedule the public hearing date for October 7, 2014.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

House Bill 742

Ordinance

CHAPTER 83-498

House Bill No. 742

An act relating to Palm Beach County; providing for legislative intent; providing uniform filing dates and uniform election dates for municipal elections; providing for terms of office; providing for correspondence of terms of municipal office to the common dates provided in this act; providing that the general law for absentee ballots shall apply to all absentee ballots in municipal elections; providing for exemptions; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. It is the intent of this act to provide for uniform filing and election dates for all municipal elections to elect municipal officers in Palm Beach County. It is not the intent of this act to determine the length of terms of municipal offices.

Section 2. Candidates for any municipal office in Palm Beach County shall file such papers and pay such fees as may be required by law with the applicable municipal clerk no earlier than noon on the last Tuesday in January nor later than noon on the second Tuesday in February of the calendar year in which the election is to be held. The names of all candidates and the offices for which they have filed shall be received by the supervisor of elections from the municipal clerks by 5 p.m. on the first Friday after the close of qualifying.

Section 3. Any election relating to a municipal office, other than run-off elections held pursuant to section 4 of this act or special elections, shall be held on the second Tuesday in March of the calendar year.

Section 4. Any municipality which by charter or local ordinance requires that a run-off election be held in the event no candidate receives a majority of the votes for an office shall hold such election on the 4th Tuesday in March of the calendar year.

Section 5. Municipal officers elected pursuant to this act shall take office no later than the last day in March of the year in which they are elected, with the specific day to be decided by local ordinance.

Section 6. Initially, any municipal officer whose term of office expires subsequent to July 1 in any calendar year shall stand for reelection in March of the following calendar year and shall continue in office until the election of his successor. Initially, any municipal officer whose term of office expires prior to and including July 1 in any calendar year shall stand for reelection in March of that calendar year. The provisions of this section shall apply only to the first election for each office to be held under the provisions of the act. Thereafter, the terms of all municipal offices shall correspond to the dates provided pursuant to this act.

Section 7. The general law in regard to absentee ballots shall apply to all absentee ballots for municipal elections, except that the words "municipal clerk" shall be substituted whenever the word "supervisor" appears in those sections concerning absentee ballots. However, the supervisor of elections may handle absentee ballots for any municipality which so requests.

Section 8. The provisions of this act shall supercede any municipal charter provisions; however, the governing body of any municipality may exempt itself from the provisions of subsections (1) through (7) of this section by adopting an ordinance declaring its exemption. Also the governing body of any municipality may, by ordinance and without referendum, amend its municipal charter to conform to the provisions of this act.

Section 9. This act shall take effect January 2, 1984.

Became a law without the Governor's approval.

Filed in Office Secretary of State June 14, 1983.

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ORDINANCE NO. 2014-25 OF THE CITY OF LAKE WORTH, FLORIDA, EXEMPTING THE CITY OF LAKE WORTH FROM THE PROVISIONS OF LAWS OF FLORIDA CHAPTER 83-498 BY OPTING OUT OF THE PROVISIONS FOR UNIFORM FILING DATES AND RATIFYING THE FILING DATES SPECIFIED BY THE CITY CHARTER; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 83-498 of the Laws of Florida provides for uniform filing and uniform election dates for all municipal elections to elect municipal officers in Palm Beach County; and

WHEREAS, Chapter 83-498 further provides that the governing body of any municipality may exempt itself from the provisions of the Act by adopting an ordinance declaring its exemption; and

WHEREAS, the Commission desires to exempt itself from the provisions of Chapter 83-498 and to ratify the filing dates as established by the City Charter; and

WHEREAS, the Commission finds exempting itself from the provisions of Chapter 83-498 and ratifying the filing dates as established by the City Charter as set forth herein 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 above whereas clauses are true and correct.

Section 2. Section 2-13 of the Code of Ordinances is amended to read as follows:

Chapter 2

ADMINISTRATION

* * *

ARTICLE II. ELECTIONS

Sec. 2-13. Control and conduct of elections according to state law.

(a) Except as otherwise provided in the charter and ordinances of the city, all voter registration and elections in the city shall be controlled, held and conducted, as far as practicable, according to the provisions of the laws of the

50 state governing general state elections, such laws being incorporated herein by
51 reference.

52

53 (b) The City of Lake Worth exempts itself from the provisions of Chapter
54 83-498 of Laws of Florida by opting out of the provisions for uniform filing dates,
55 and further hereby ratifies the filing dates specified by the City of Lake Worth
56 Charter.

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58 Section 3. If any provision of this Ordinance, or the application thereof to any
59 person or circumstance is held invalid, the invalidity shall not affect other
60 provisions or applications of the Ordinance which can be given effect without
61 the invalid provision or application, and to this end the provisions of this
62 Ordinance are declared severable.

63

64 Section 4. All Ordinances or parts of Ordinances in conflict be and the same
65 are hereby repealed.

66

67 Section 5. Section 2 of this ordinance shall be codified.

68

69 Section 6. This Ordinance shall become effective ten (10) days after passage.

70

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

74

75 Mayor Pam Triolo
76 Vice Mayor Scott Maxwell
77 Commissioner Christopher McVoy
78 Commissioner Andy Amoroso
79 Commissioner John Szerdi

80

81 The Mayor thereupon declared this Ordinance duly passed on first
82 reading on the 23rd day of September 2014.

83

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

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88 Mayor Pam Triolo
89 Vice Mayor Scott Maxwell
90 Commissioner Christopher McVoy
91 Commissioner Andy Amoroso
92 Commissioner John Szerdi

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The Mayor thereupon declared this Ordinance duly passed and enacted on the 7th day of October, 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: September 23, 2014, Special Meeting

DEPARTMENT: Commissioner Szerdi

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-26 – First Reading – amend the candidate qualifying filing period and schedule the public hearing date for October 7, 2014

SUMMARY:

The Ordinance will change the candidate qualifying period to begin at noon on the last Tuesday in November and end at noon on the second Tuesday in December.

BACKGROUND AND JUSTIFICATION:

Beginning with the 2008 November municipal election through the 2012 November municipal election, the qualifying period ended 90 days before the election to allow time needed to comply with the complexities of coordinating an election. At this time, it is being requested that the period of time be changed back to the way it was in 2008.

Currently, the qualifying period begins on the last Tuesday in January and ends on the second Tuesday in February. This period only allows 30 days to design and approve the ballot, advertise and post election notices, provide candidate orientation, secure 17 polling locations, and hire and arrange for mandatory training of upwards of 60 pollworkers.

Because of the 1984 Uniform Municipal Election Act, which established a 30-day uniform qualifying filing period and election date for municipal elections only in Palm Beach County, many other municipalities have either expanded or are considering expanding their ending qualifying period for the same reason as Lake Worth is proposing, which is to comply with State Laws that have been enacted since 1984.

MOTION:

I move to approve/not approve Ordinance No. 2014-26 on first reading and schedule the public hearing date for October 7, 2014.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

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ORDINANCE NO. 2014-26 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING SECTION 2-14.1 OF CHAPTER 2 OF THE CODE OF ORDINANCES REGARDING CANDIDATE QUALIFYING PERIOD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 83-498 Laws of Florida (Uniform Municipal Election Act) requires candidates for any municipal office in Palm Beach County to file such papers and pay such fees as may be required by law with the applicable municipal clerk no earlier than noon on the last Tuesday in January nor later than noon on the second Tuesday in February of the calendar year in which the election is to be held; and

WHEREAS, the names of all candidates and the offices for which they have filed shall be received by the supervisor of elections from the municipal clerks by 5:00 PM on the first Friday after the close of qualifying; and

WHEREAS, the City desires to amend the qualifying period to address several matters; and

WHEREAS, on October 7, 2014, the City adopted Ordinance No. 2014-25 exempting itself from the Uniform Municipal Election Act in order to change its candidate qualifying period; and

WHEREAS, the Commission finds amending the qualifying period 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 above whereas clauses are true and correct.

Section 2. Section 2-14.1 of the Code of Ordinances is amended to read as follows:

Chapter 2

ADMINISTRATION

* * *

ARTICLE II. ELECTIONS

Sec. 2-14.1. Candidate qualifying period.

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Candidates for Mayor or City Commissioner shall file such papers and pay such fees as may be required by law with the City Clerk no earlier than noon on the last Tuesday in ~~January~~ November, nor later than noon on the second Tuesday in ~~February~~ December of the preceding calendar year in which the election is to be held.

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. All Ordinances or parts of Ordinances in conflict be and the same are hereby repealed.

Section 5. Section 2 of this ordinance shall be codified.

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 23rd day of September 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

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The Mayor thereupon declared this Ordinance duly passed and enacted on the 7th day of October, 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: September 23, 2014, Special Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-27 - First Reading - amend the Oath of Candidate form and schedule the public hearing date for October 7, 2014

SUMMARY:

The Ordinance will amend the City's Oath of Candidate form, required by individuals to qualify as candidates, to include language that closely resembles the State's Division of Election's Form 25 – *Candidate Oath-Nonpartisan Office*.

BACKGROUND AND JUSTIFICATION:

For years the City has used its own Oath of Candidate form, which contains verbiage unique to the City such as candidates qualifying under the City's Charter. For this reason, the City has not adopted the State's Division of Election's form, but has chosen to amend its Oath from time to time.

The purpose of this ordinance is to amend Section 2.15 of the Code of Ordinance to add a provision for the candidate's Florida voter registration number and the phonetic spelling of the candidate's name as they wish it to be pronounced on the audio ballot.

MOTION:

I move to approve/not approve Ordinance No. 2014-27 on first reading and schedule the public hearing date for October 7, 2014.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Division of Election's Form 25
Ordinance

**CANDIDATE OATH –
NONPARTISAN OFFICE**

(Not for use by Judicial or
School Board Candidates)

OFFICE USE ONLY

OATH OF CANDIDATE

(Section 99.021, Florida Statutes)

I, _____
(PLEASE PRINT NAME AS YOU WISH IT TO APPEAR ON THE BALLOT * -- NAME MAY NOT BE CHANGED AFTER THE END OF QUALIFYING)

am a candidate for the nonpartisan office of _____, _____,
(office) (district #)

_____ ; I am a qualified elector of _____ County, Florida;
(circuit #) (group or seat #)

I am qualified under the Constitution and the Laws of Florida to hold the office to which I desire to be nominated or elected; I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.

X

()

Signature of Candidate

Telephone Number

Email Address

Address

City

State

ZIP Code

Candidate's Florida Voter Registration Number (located on your voter information card): _____

* Please print name phonetically on the line below as you wish it to be pronounced on the audio ballot for persons with disabilities (see instructions on page 2 of this form):

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20_____.

Personally Known: _____ or

Produced Identification: _____

Type of Identification Produced: _____

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

INSTRUCTIONS: INSERTING PHONETIC SPELLING OF CANDIDATE'S NAME FOR AUDIO BALLOT

Use the PRONUNCIATION KEY below to provide pronunciations for ambiguous first names and surnames. Capitalize STRESSED syllables, use lower case for unstressed syllables. Use dashes (-) to separate syllables. You should also add any notes such as rhyming examples, silent letters, *etc.*

Samples:

PRONUNCIATION KEY Stressed Vowel Sounds	
EE	(FEET) <i>feet</i>
I	(FIT) <i>fit</i>
E	(BED) <i>bed</i>
A	(KAT) <i>cat</i> (KAD) <i>cad</i>
AH	(FAH-thur) <i>father</i> (PAHR) <i>par</i>
AH	(HAHT) <i>hot</i> (TAH-dee) <i>toddy</i>
UH	(FUHJ) <i>fudge</i> (FLUHD) <i>flood</i>
UH	(CHUHRCH) <i>church</i>
AW	(FAWN) <i>fawn</i>
U	(FUL) <i>full</i>
OO	(FOOD) <i>food</i>
OU	(FOUND) <i>found</i>
O	(FO) <i>foe</i>
EI	(FEIT) <i>fight</i>
AI	(FAIT) <i>fate</i>
OI	(FOIL) <i>foil</i>
YOO	(FYOOR-ee-uhs) <i>furios</i>

NAME ON BALLOT	PRONOUNCED AS
Mishaud	mee-SHO ('d' is silent)
Jahn	HAHN (rhyme: fawn)
Beauprez	boo-PRAI (rhyme: hooray)
Maniscalco	man-uh-SKAL-ko
Tangipahoa	TAN-ji-pah-HO-uh
Monte	Mahn-TAI
Tanya	TAWN-yuh (not TAN)

Unstressed Vowel Sounds	
uh	(SO-fuh) <i>sofa</i> (FING-guhr) <i>finger</i>

Certain Vowel Sounds with R	
AHR	(PAHR) <i>par</i>
ER	(PER) <i>pair</i>
IR	(PIR) <i>peer</i>
OR	(POR) <i>pour</i>
OOR	(POOR) <i>poor</i>
UHR	(PUHR) <i>purr</i>

Consonant Sounds			
B	(BED) <i>bed</i>	TS	(ITS) <i>its</i> (PITS-feeld) <i>Pittsfield</i>
D	(DET) <i>debt</i>	TH	(THEI) <i>Thigh</i>
F	(FED) <i>fed</i>	TH	(THEI) <i>Thy</i>
G	(GET) <i>get</i>	ZH	(A-zuhr) <i>azure</i> (VI-zuhhn) <i>vision</i>
H	(HED) <i>head</i>	Z	(GOODZ) <i>goods</i> (HUH-buhz-tuhn) <i>Hubbardston</i>
HW	(HWICH) <i>which</i>		
J	(JUHJ) <i>jug</i>		
K	(KAD) <i>cad</i>		
L	(LAIM) <i>lame</i>		
M	(MAT) <i>mat</i>		
N	(NET) <i>net</i>		
NG	(SING-uh) <i>singer</i>		
P	(PET) <i>pet</i>		
R	(RED) <i>red</i>		
S	(SET) <i>set</i>		
T	(TEN) <i>ten</i>		
V	(VET) <i>vet</i>		
Y	(YET) <i>yet</i>		
W	(WICH) <i>witch</i>		
CH	(CHUCRCH) <i>church</i>		
SH	(SHEEP) <i>sheep</i>		

NOTE: This page should not be submitted to the filing officer.

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ORDINANCE NO. 2014-27 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II, ELECTIONS, SECTION 2-15 OF THE CODE OF ORDINANCES BY AMENDING THE OATH FOR CANDIDATES OF PUBLIC OFFICE REQUIRED FOR CANDIDATES TO ANY ELECTIVE OFFICE OF THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2-15 of the City’s Code of Ordinances, the City has used its own Oath of Candidate form for years, which contains verbiage unique to the City such as qualifying under the City’s Charter; and

WHEREAS, pursuant to section 99.021, Florida Statutes, the City must include in its Oath of Candidate form language substantially similar to the Division of Election’s form; and

WHEREAS, the State’s Division of Election’s Form 25 *Candidate Oath – Nonpartisan Office* requires the candidate’s Florida voter registration number and the phonetic spelling of the candidate’s name for the audio ballot; and

WHEREAS, the purpose of this ordinance is to amend Section 2-15 of the City’s Code and the City’s Oath of Candidate form to add a provision for the candidate’s Florida voter registration number and the phonetic spelling of the candidate’s name as they wish it to be pronounced on the audio ballot; and

WHEREAS, the City finds amending the City’s Oath of Candidate form serves a valid public purpose.

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

Section 1. Chapter 2, Administration, Article II, Elections, Section 2-15 of the Code of Ordinances is amended to read as follows:

Chapter 2

ADMINISTRATION

* * *

ARTICLE II. ELECTIONS

* * *

Sec. 2-15. Oaths—required of candidate.

At the time any person shall seek to qualify as a candidate for any

50 elective office of the city he/she shall first take and subscribe the following oath:

51

52

OATH OF CANDIDATE

53

State of Florida

54

County of Palm Beach

55

56

Before me, an officer authorized to administer oaths, personally

57

appeared

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(PLEASE PRINT NAME AS YOU WISH IT TO APPEAR ON THE BALLOT) name may not
be changed after the end of qualifying

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who, being sworn, says that he/she is a candidate for office of

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_____ ; that he/she is a qualified elector of Palm Beach County,

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Florida; that he/she is qualified under the Charter of the City of Lake Worth, and

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the Constitution-and laws of Florida to hold the office to which he/she desires to

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be nominated or elected; that he/she has not violated any of the laws of the

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State relating to elections or the registration of electors; that he/she has

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qualified for no other public office in the state, the term of which office or any

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part thereof runs concurrent to the office he/she seeks; that he/she has

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resigned from any office from which he/she is required to resign pursuant to

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Section 99.012, Florida Statutes, and Section 2-21, City of Lake Worth Code of

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Ordinances.

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Signature of Candidate

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Street Address

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City State Zip Code

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Street Address City State Zip Code

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Candidate's Florida Voter Registration Number (located on your voter information card) _____

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Please print name phonetically on the line below as you wish it to be
pronounced on the audio ballot for persons with disabilities

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The above Oath of Candidate is sworn to (or affirmed) and subscribed
before me this _____ day of _____, 20____, at Palm
Beach County, Florida.

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Personally Known: _____ or

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Produced Identification: _____

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Type of Identification Produced: _____

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Signature of Notary Public-State of Florida

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Print, Type or Stamp Commissioned Name of Notary Public

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Section 2. 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 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

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

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 23rd day of September, 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 7th day of October, 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: September 23, 2014, Special Meeting

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Terminate a contract with Central Palm Beach County Chamber of Commerce of Commerce

SUMMARY:

This request authorizes the termination of a contract and in effect the provision of PBSO Services for specific events.

BACKGROUND AND JUSTIFICATION:

Staff is requesting City Commission approval to submit a notice of termination of convenience to the Central Palm Beach County Chamber of Commerce effective September 30, 2014.

MOTION:

I move to approve/not approve terminating, for convenience, a contract with the Central Palm Beach County Chamber of Commerce.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Notice of termination letter

Via Facsimile Transmission (with confirmation of receipt) and hand-delivery

Palms West Chamber of Commerce, Inc.,
d/b/a Central Palm Beach County
Chamber of Commerce
Attn: Wayne Burns, President/CEO
501 Lake Avenue
Lake Worth, FL 33460
Facsimile: (561) 547-8300

RE: Termination for Convenience

Dear Mr. Burns:

Pursuant to the Agreement between the City of Lake Worth and the Palms West Chamber of Commerce, Inc., d/b/a Central Palm Beach County Chamber of Commerce, the City of Lake Worth hereby provides its notice of termination for convenience. The Agreement shall be terminated on September 30, 2014.

Sincerely,

Michael Bornstein,
City Manager

cc:
City Commission
City Attorney



CITY OF LAKE WORTH

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

AGENDA DATE: September 23, 2014, Special Meeting

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Discuss the Beach Complex Invitation to Negotiate (ITN #14-211) process and appoint a Commission member to the evaluation committee

SUMMARY:

The ITN is a process that allows flexibility in the types of concepts that can be considered for the Casino/Ballroom and Pool. Proposals will be reviewed, vetted and negotiated to insure the best possible outcomes for the City. The Evaluation Committee will include a member from the City Commission, a member of the City's Financial Advisory Board and staff.

BACKGROUND AND JUSTIFICATION:

City staff recently issued Invitation to Negotiate (ITN #14-211) seeking replies proposing public/private ventures at the Beach Complex. Specifically, the ITN requests competitive, sealed replies from responsible proposers to commence negotiations regarding offers to manage, maintain, operate, redesign, renovate, expand, equip and/or implement creative ventures at the newly renovated Lake Worth Beach Complex and Casino. The City identified the following as available options:

Available option #1: Restaurant/lounge/bar and/or other commercial-type ventures to be located within approximately 5,000 sq. ft. of available, vacant commercial space (at the Casino Building on the northern end of the second floor);

Available option #2: Special events/meetings/conference room(s) and/or other commercial-type ventures to be located within approximately 3,500 sq. ft. operational, commercial space with a 450 sq. ft. fully furnished catering kitchen (at the Casino Building on the southern end of the second floor); **and/or,**

Available option #3: Modernization of the municipal pool operation that would attract adult-aged visitors during the afternoon and evening hours (e.g., restaurant, tiki bar, cabana rentals, beverage service and/or other commercial-type ventures). With this option, the City prefers to maintain public pool access in the morning hours; however, creative alternatives will be considered. The municipal pool and supporting facilities cover approximately 34,000 sq. ft.

The City will consider replies which offer ventures for one, all or any combination of the options outlined above. Replies may also include surrounding and adjacent areas of each option to support the proposed venture(s), including but not limited to, adjacent grass and landscaped areas, driveways, and undeveloped areas of the Beach Complex.

The ITN provides the following procedure for the evaluation committee:

1. Review the initial replies received.

2. Depending on the number of initial replies received, the evaluation committee shall conduct a public meeting to discuss negotiations with all offerors or create a short-list of one or more offerors for negotiations.
 - a. If a short-list is to be created, the evaluation committee will review the initial replies consistent with the evaluation criteria stated in the ITN; and,
 - b. The evaluation committee shall conduct private negotiation sessions with all offerors or the short-list of offerors.
3. After negotiations, the City will request final replies from each offeror who participated in negotiations.
4. The evaluation committee shall conduct a public meeting to review the final replies consistent with the evaluation criteria stated in the ITN.
5. The evaluation committee shall make a recommendation to the City Commission as to which offeror or offerors should be awarded a contract by the City.

The evaluation committee will meet in the public to conduct and discuss its evaluations; however, the committee's negotiation strategy sessions and negotiations with the offeror(s) will be privately conducted pursuant to section 286.0113, Florida Statutes. The service of an elected official on the evaluation committee should assist in identifying concerns the Commission may have with certain aspects of the proposed venture(s) and in proposing creative solutions for the benefit of the public.

MOTION:

I move to appoint _____ to serve on the evaluation committee for ITN #14-211.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable



CITY OF LAKE WORTH

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

**DRAFT
AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, OCTOBER 07, 2014 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:**
3. **PLEDGE OF ALLEGIANCE:**
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Construction Contract between the City and West Construction, Inc. for the CDBG 9th Avenue South Greenway Improvements project
 - B. Resolution No. XX-2014 - approve Amendment 001 to the CDBG Interlocal Agreement for the 9th Avenue South Greenway Improvements project
 - C. Resolution No. XX-2014 - approve Amendment 001 to the CDBG Interlocal Agreement for the 10th Avenue South Roadway Improvements project
 - D. Resolution No. XX-2014 - approve Amendment 002 to the CDBG Interlocal Agreement for the 7th Avenue South Roadway Improvements project
 - E. Resolution No. XX-2014 - approve Amendment 002 to the CDBG Interlocal Agreement for the 5th Avenue North Greenway Improvements project

Agenda Date: October 7, 2014 Regular Meeting

10. PUBLIC HEARINGS:

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

13. LAKE WORTH ELECTRIC UTILITY:

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

1) Update on the electric utility system

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

C. PUBLIC HEARING:

D. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

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.