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

AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, SEPTEMBER 01, 2015 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION:** Pastor Tony Cato, New Hope Baptist Church

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

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

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

   A. Mango Groves Neighborhood Association update

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

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

8. **APPROVAL OF MINUTES:**

   A. City Commission Budget Work Session - August 11, 2015
   B. City Commission Meeting - August 18, 2015

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

   A. Resolution No. 43-2015 - refuse collection special assessment for Fiscal Year 2016

   B. Resolution No. 44-2015 - stormwater special assessment for Fiscal Year 2016

   C. Resolution No. 49-2015 - grant an ad valorem tax exemption for property located at 728 North Lakeside Drive

   D. First Amendment to an Easement Agreement with DR Horton, Inc. on property located at 1100 Boutwell Road

E. Change Order No. 1 with Johnson-Davis, Inc. for additional time on the Regional Wastewater Forcemain Air Release Valve Replacement project

F. Agreement with Image Janitorial Services, Inc. for city-wide janitorial services

G. Purchase a replacement vehicle for the Electric Utilities Department

H. Agreement with LV Superior Landscaping, Inc. for city-wide Lawn Maintenance services

I. Agreement for legal services with the Law Offices of Andrew DeGraffenreidt

J. Ratify board members to various City advisory boards

K. Designate the Community Redevelopment Agency's chair and vice-chair for a two year term

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

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

12. <u>NEW BUSINESS:</u>

A. Ordinance No. 2015-09 - First Reading - amend the City's rights-of-way regulations and schedule the public hearing date for September 15, 2015

B. Ordinance No. 2015-10 - First Reading - amend the City's Health and Sanitation Code and schedule the public hearing date for September 15, 2015

C. Ordinance No. 2015-11 - First Reading - amend the Unsafe Building Abatement Code and schedule the public hearing date for September 15, 2015

D. Ordinance No. 2015-12 - First Reading - amend various sections in the City's Land Development Regulations and schedule the public hearing date for September 15, 2015

E. Resolution No. 46-2015 - establish the rates, fees and charges for the Water System

F. Resolution No. 47-2015 - establish the rates, fees and charges for the Local Sewer System

G. Resolution No. 48-2015 - establish the rates, fees and charges for the Subregional Sewer System

H. Adopt the Public Services Policy and Procedures Manual

I. Resolution No. 50-2015 - Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp and the associated Escrow Agreement

J. Energy Services Agreement with Siemens Industry, Inc. Building Technologies Division

K. Work Order with URS for Energy Efficiency Program Construction Management Services

13. LAKE WORTH ELECTRIC UTILITY:

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

1) Update on the electric utility system

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

C. PUBLIC HEARING:

D. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. September 15, 2015 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.

CITY OF LAKE WORTH

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

AGENDA DATE: September 1, 2015, Regular Meeting **DEPARTMENT:** City Clerk

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EXECUTIVE BRIEF

TITLE:
Mango Groves Neighborhood Association Update

SUMMARY:

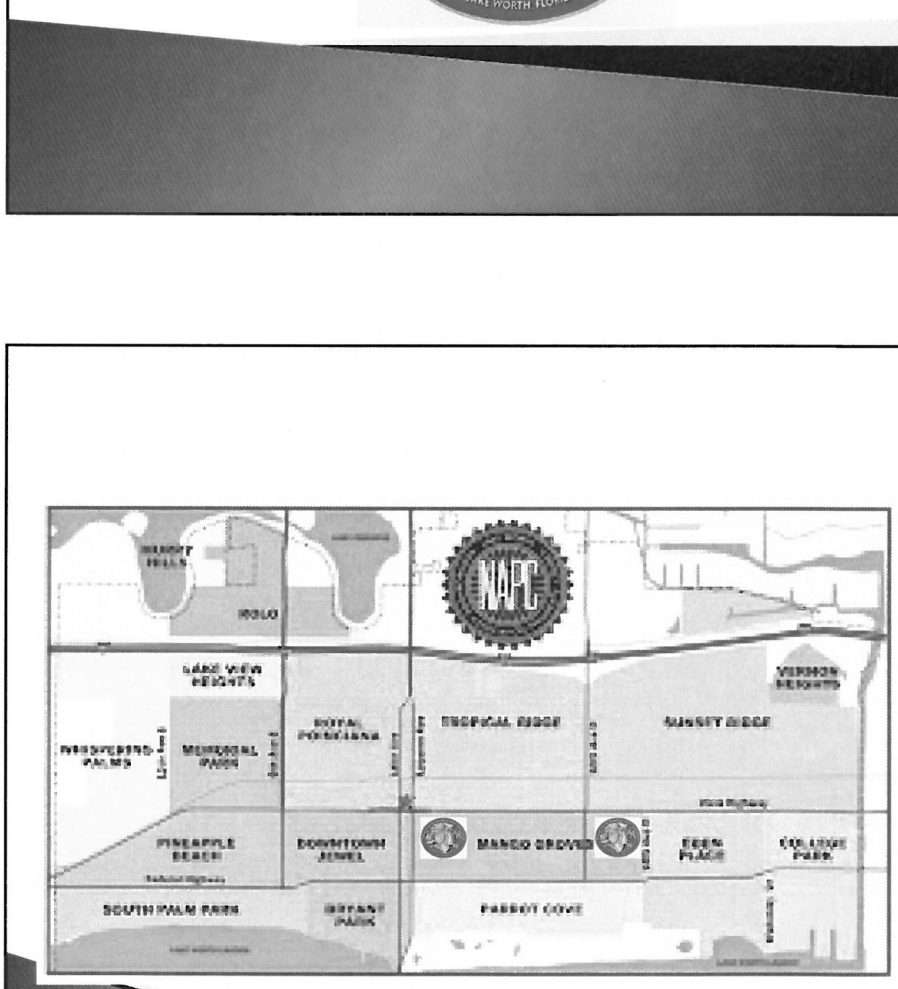
Mr. Greg Rice, Mango Groves Neighborhood Association President, will advise the Commission on activities in the neighborhoods.

BACKGROUND AND JUSTIFICATION:
At the City Commission meeting on July 20, 2010, the City Commission requested that all neighborhood associations provide an update. The last update from the Mango Groves Neighborhood Association was on September 9, 2014.

MOTION:
Not applicable

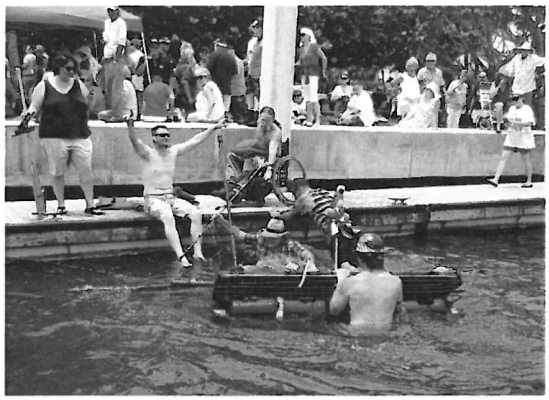
ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Presentation

MANGO GROVE NEIGHBORHOOD ASSOCIATION



OUR MEETINGS

2015 RAFT RACE



MGNA SMALL LIBARIES

PROGRESS & PROSPERITY COMING TO MGNA

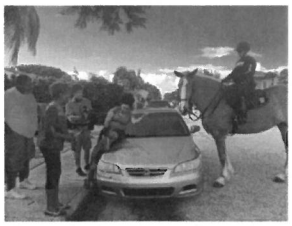
BELLA TERRA

LUCENTE TOWNHOMES

SOCIAL HOUSE

ART IN PUBLIC PLACES

NEIGHBORHOOD WALKS

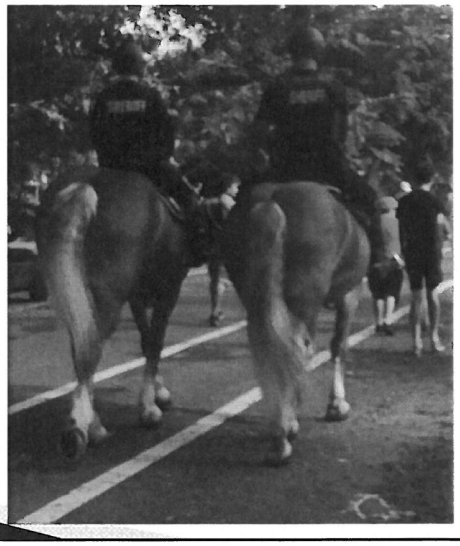


Mango Groves Neighborhood Association

LAKE WORTH, FLORIDA

WWW.MANGOGROVESLW.BLOGSPOT.COM

THE END



MINUTES
CITY OF LAKE WORTH
CITY COMMISSION
BUDGET WORK SESSION NO. 4
AUGUST 11, 2015 – 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, Andy Amoroso, and Ryan Maier. Also present were City Manager Michael Bornstein and City Clerk Pamela Lopez.

2. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Andy Amoroso.

3. UPDATES/FUTURE ACTION/DIRECTION:

A. Discuss the Fiscal Year 2016 proposed budget

City Manager Bornstein reminded the Commission that this was a work session meeting, no official action could be taken, and that staff was looking for direction from them. He commented that the proposed budget was still a "work in progress" and the budget documents were still a draft. The detailed, large voluminous budget document provided to the Commission showed a "snapshot" in time and included a lot of assumptions.

He said the early health benefit projection was conservatively set at a 20% increase and forecasted to cost $4.2 million. The Human Resources Director had been in negotiations with the insurance agent, and staff just received word on August 10, 2015, that there would be a zero percent increase. He commented that the Commission would be seeing different numbers since the "snapshot" budget document was provided to them. He thanked staff for the work they did on this budget.

1) Beach Fund

City Manager Bornstein announced that the Fiscal Year 2015 budget document and five-year projections that were provided to the Commission and public showed a significant increase in revenues. He explained that there was a glitch in the budget spreadsheet formula, which caused the Beach Fund revenues to be overstated. He advised that the $500,000 revenue projection for Fiscal Year 2015 was wrong and that there was no Beach Fund revenue surplus.

Comments/requests summaries:

1. Commissioner Maier asked if the Beach Fund was in the red or black at the end of the last fiscal year.

   City Manager Bornstein replied that the Fund was in the black by $471,000.

   Commissioner Amoroso responded that the Beach Fund was in the black because it did not make a payment on the Casino Building debt loan.

2. Vice Mayor Maxwell asked if the budget documents presented at this meeting were “good numbers.”

   City Manager Bornstein replied that the budget numbers were correct.

3. Commissioner McVoy commented that, given the level of public interest in the 20 acre beach area and the Beach Fund being in the black, he said it was important to know whether or not the Beach Fund was stable.

   City Manager Bornstein responded that, in the current budget, there were expenses included in the Beach Fund to operate the beach in a better way. There was a tremendous amount of traffic at the beach, and the Commission would need to have policy discussions on lifeguard staffing. He said with the parking fees at their current $2.00 per hour, the Beach Fund would have a deficit of $457,000.

Juan Ruiz, Leisure Services Director, thanked John Pickett and Laurel Decker along with staff for their work on putting the budget numbers and presentation together. He explained that the proposed budget included providing lifeguards for 10 hours per day. He explained the following two Options were available to the Commission, and that staff was comfortable with Option B:

- Option A – add additional lifeguards during the daylight savings time period at a cost of $156,282; or

- Option B - increase overtime to cover holidays and weekends during the daylight savings time period at an additional cost of $30,000.

Comments/requests summaries:

4. Commissioner Amoroso asked if the $457,137 deficit included Option A.

Mr. Ruiz replied that the total $457,137 deficit included the current $2.00 per hour parking revenue, Option A, capital outlay, loan repayment, loan interest, and transfer out expenses.

5. Vice Mayor Maxwell asked if staff had included in the proposed budget the funds needed to properly operate the beach area with the proper level of staffing, maintenance costs, etc.

   Mr. Ruiz replied that not all of the costs to properly operate the beach area were included in the proposed budget.

6. Vice Mayor Maxwell commented that staff did not provide the Commission with all of the information to properly maintain the beach area as they had previously requested.

7. Commissioner McVoy commented that it would have been nice to receive a clearer spreadsheet that included all of the options.

   City Manager Bornstein responded that staff was looking for direction, then the budget numbers would be added.

8. Mayor Triolo commented that she thought the Commission was going to receive the exact operation costs as a standalone rather than having some of the items included and some of the items left out. The Commission could then plug in add-on items to see the costs.

9. Mayor Triolo asked if lifeguard rescues occurred more during or after hours.

   Doug Yoakum, Interim Chief Lifeguard, replied that most rescues happened directly on the City's beach. At the end of their work day, there were still about 300 people on the beach. He commented that the Fire/Rescue Department was always being called after hours.

10. Mayor Triolo commented that she supported Option B to increase overtime.

11. Vice Mayor Maxwell commented that the reason the hourly parking fee was increased to $2.00 was because there was a threat of cutting lifeguards. The Commission then made the decision to increase the fee. He asked if there was an industry standard for the number of beach or pool lifeguards required to provide a certain amount of protection.

    Mr. Yoakum replied that the Red Cross had an industry standard for pool lifeguards, but not for the beach. At times there would be 6,000

people at the beach with five lifeguards on duty. Most beaches had lifeguards between 9 AM – 5 PM. Once the beach was dark, he said the lifeguards could not see anything.

12. Commissioner McVoy commented that he had raised concerns in the past about the flavor of the beach and the amount of alcohol available. He asked if the rescues were alcohol related.

    Mr. Yoakum replied that about 20% of the rescues were alcohol related.

13. Commissioner McVoy commented that the City could expand the number of lifeguards and choose Option A, expand the parking revenue to cover the cost, or the Commission could ask the beach tenant establishments to pay for some of the lifeguard costs.

14. Commissioner Maier suggested hiring more part-time lifeguards rather than paying the additional overtime.

    Mr. Yoakum responded that the problem with part-time lifeguards was their lack of experience.

15. Vice Mayor Maxwell requested staff bring back the financial numbers for the exact operation costs.

Consensus: Not to discuss the Beach Fund until staff brought back the financial numbers for the exact operation costs.

2) Electric Fund

City Manager Bornstein reported that the City's rate, based on a 1,000 kwh residential user, was within 4.79% of FPL's present rate. He announced that the electric rate had been lowered over the past four years and no rate increase was proposed for Fiscal Year 2016. He said the City's reliability indices continued to improve.

He commented that the numbers included in the Burton and Associates model showed a significant shortfall in 2017. After talking to Utility Financial Solutions, the City's electric rate consultant, the Burton and Associates revenue numbers were low, and the City would not run into a deficit until 2018. He announced that, instead of the projected revenues being $51 million, the revenues would be $54 million.

Comments/requests summaries:

1. Commissioner McVoy commented that he was tempted to walk out of this meeting because it was a waste of the Commission's time. The

financial numbers were not correct and it sounded like the Finance Department was understaffed and there was not enough staff. He said he was not interested in the previous presentation. A few years back, an ordinance was passed to drop the City's rates to match FPL's. The Burton and Associates model showed a slope of the curve, which started at plus $10 million in cash downward to minus $20 million. He said rates were lowered and that, if operating expenses were reduced, then the $30 million spread over that period of time showed that the Electric Utility Department was not being managed correctly. He asked that information be provided using a clear, graph format. The City would go from a Projected Operating Cash of plus $10 million in Fiscal Year 2014 to minus $20 million in Fiscal Year 2020.

City Manager Bornstein responded that Mark Beauchamp, Utility Financial Solutions, looked at the financial numbers and said he had the same concerns as Commissioner McVoy. Mr. Beauchamp came up with a rate program to curb the deficit and was recommending a rate increase in Fiscal Year 2017. He commented that there was an expectation that FPL would raise their rates. He advised that the information provided was the latest projections from Mr. Beauchamp.

2. Commissioner McVoy asked if the Electric Fund was holding steady or was it dropping. The City wanted the Fund to hold steady because it needed to have operating cash reserves. He asked for the information to be provided in graph format and, based on the projections, could the City meet its bond obligation. He commented that he wanted to make sure the City met its bond obligations.

   City Manager responded that the Total Restricted and Unrestricted Reserve Funds would be $8.7 million in Fiscal Year 2020.

   Nerahoo Hemraj, Finance Director, stated that if the City maintained its revenue stream and expenses were managed, then the Projected Operating Cash benchmark would be $1.6 million in Fiscal Year 2020.

3. Commissioner McVoy commented that if the rates were not increased, then the bond council would still be okay; however, if the rates were increased, the City would go from a Projected Operating Cash of $10 million in Fiscal Year 2014 to $2.2 million in four years. This down slope would not occur as fast because the rates were increased. He commented that he was skeptical because there was not that kind of efficiencies laying around to change the Projected Operating Cash.

4. Mayor Triolo commented she did not want to villainies staff and asked to keep the comments professional because staff worked hard. The rate parity issue was a way to erase the disincentives and public's perception about the City's high electric rates. She said great

efficiencies could be realized from a financial aspect. The financial numbers would move, and there would always be a financial variable. The rates were lowered from various ways, and the City would see great economy of scale.

5. Vice Mayor Maxwell asked about the difference between Projected Operating Cash and Total Restricted and Unrestricted Reserve Funds.

   Mr. Hemraj replied that both columns were related to the bond covenant. Moving forward staff would isolate the restricted and unrestricted reserves better.

6. Vice Mayor Maxwell asked if the City was in good shape with its Projected Operating Cash since the bond covenant was being met.

   Mr. Hemraj responded that, based on projections and if everything was materialized, the City should be generating from the Electric Fund approximately $52 million in cash for operating purposes. The City had another $12 million in the Water Fund and there was additional cash in the Sewer, Stormwater, and other Funds. For operating purposes when the City looked at its pool of cash, which was sitting around, and if there was a shortage in the General Fund because the taxes did not come in, then the City could draw from that cash pool until the General Fund revenues came in.

7. Commissioner McVoy commented that he was extremely concerned with what he was hearing from the Finance Director and that he could not convey the level of his concern. He said he was not an accountant, he was a scientist. He said he just heard the Finance Director state that enterprise funds had cash pools while other enterprise funds had shortfalls and that if there was a shortage, the City could pull money from an enterprise fund.

   City Manager Bornstein responded that the Finance Director did not say the City could pull money from an enterprise fund. He said he could break out the Restricted and Unrestricted Reserve Funds.

8. Commissioner McVoy asked if there was an industry standard for a utility to have a certain number of months' worth of operating cash on hand. With the rate reductions, he said the City was reducing its operating cash to pay expenses.

9. Vice Mayor Maxwell commented that the City historically backfilled its revenue through the Water and Electric Funds. He asked the Commission not to beat up staff over the rate parity ordinance and said that, if a Commissioner wanted to increase the electric rate, then he could propose the increase.

Commissioner McVoy responded that the Village of Palm Springs charged its residents a 16% franchise fee for electric to backfill their General Fund.

City Manager Bornstein said Mr. Beauchamp would discuss the rates further at a later budget work session.

Jack Borsch, Electric Utility Director, said he welcomed a challenge and he and his staff were up to a challenge. He explained that the Fiscal Year 2016 budget would be adjusted to reduce $1 million for a GT2 Turbine overhaul, $300,000 for the GT2 Turbine Generator overhaul, $680,000 for the rolling fleet replacement, and $300,000 for pole inspections. He commented that the Electric Fund's Fiscal Year 2016 proposed budget would be reduced by a total of $2.28 million.

Comments/requests summaries:

10. Commissioner McVoy commented that he was skeptical that there was $300,000 worth of staff time just laying around. He asked what the staff was doing.

    Mr. Borsch replied that it would be more efficient to hire an outside contractor to perform the 10-year pole inspection project rather than pull his staff away from other projects.

11. Commissioner Maier asked about the percentage of power the GT2 could generate.

    Walter Gill, Assistant Electric Utility Director, replied that the GT2 could generate 30 megawatts, which was about 18% of the City's needed megawatt.

City Manager Bornstein reported that in Fiscal Year 2015, the difference between FPL and the City's residential user rate was 4.79%

Mr. Hemraj said he would make the necessary $2.28 million savings and income stream adjustments to the Electric Fund's budget for the Commission.

3) General Fund

City Manager Bornstein explained that the tax rate was 5.4945 mils for the past three years, the Municipal Service Taxing Unit (MSTU) remained at 3.4581 mils, and there was a 9.42% increase in assessed property values. The proposed Fiscal Year 2016 budget included an across the board 4% salary increase, a 1% increase to the Palm Beach Sheriff's Office contract,

and a 0% increase in benefits based on final quotes. He explained that there was an approximate 10.47% increase in ad valorem revenues; State Shared Revenue increase of approximately $381,000; a loss of a one-time South East Risk Management Association (SERMA) revenue of $400,000; and a preliminary Use of Fund Balance of $356,000. Because of the health insurance benefit cost reductions, the deficit was reduced from $633,977 to $355,977. He said the projected Fiscal Year 2016 ending fund balance would be $3,770,621.

He said staff would do a better job presenting the numbers, there were issues with getting staffing for the Finance Department, and the transition was tough. He commented that staff was working together and would provide the budget numbers for the Commission so that they could make decisions.

Beach Fund

Comments/requests summaries:

1. Mayor Triolo commented that the budget was very confusing to the public and Commission because the numbers kept changing. There was a need to see what was existing in the Beach Fund budget then add to it rather than take away from it.

2. Vice Mayor Maxwell commented that the Beach Fund had to balance by law. There was an assumption that staffing and maintenance at the beach was okay. Mayor Triolo was asking to see the existing assumptions, then add to it. He said he was requesting the Beach Fund budget include what was needed to properly operate the beach then the Commission could take away from it.

3. Mayor Triolo said the Commission was supposed to be seeing the existing model and next to that the model on what was needed to properly operate the beach. She commented that she could not make a decision because she had not seen the final numbers.

4. Commissioner McVoy commented that it was not difficult to create a spreadsheet with various categories. It was the Commission's responsibility to make decisions. He suggested a spreadsheet be created with various options and various price tags. There was a need to have real numbers and a need to have them clearly laid out. There was a need to focus on the numbers and options.

   City Manager Bornstein responded that policies on how to run the beach was needed from the Commission. There was no unanimity from the Commission on what to do with the resulting policy changes.

5. Commissioner Maier commented that he heard Mayor Triolo state that she wanted to look at a mixed model, which had not yet been voted on. There was a need to see Column A on what decisions were already made and Column B on those items that had not yet been voted on. The Commission was currently not able to make a rational decision.

4. ADJOURNMENT:

Consensus: To adjourn the meeting at 7:48 PM.

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: September 1, 2015

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

MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
AUGUST 18, 2015 – 6:00 PM

The meeting was called to order by Mayor Triolo on the above date at 6:00 PM in the City Commission Chamber located at 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 Ryan Maier. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

2. INVOCATION:

The invocation was offered by Father Quesnel Delvard, Sacred Heart Catholic Church.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Ryan Maier.

4. AGENDA - Additions/Deletions/Reordering:

No changes were made to the agenda.

5. PRESENTATIONS:

A. Downtown Jewel Neighborhood Association update

Jon Faust, Downtown Jewel Neighborhood Association President, described their boundaries, said they were a 501(C)3 nonprofit organization, announced their meeting schedule and invited everyone to attend, and provided an update on activities and events since their last report.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Mayor Triolo announced the passing of James Addison this past weekend. She asked everyone for a moment of silence and offered condolences to his family.

Vice Mayor Maxwell: commented that he would forgo his comments this evening and said he was going to mention the passing of Mr. Addison if the Mayor had not already done so. He said he spoke to Mr. Addison's family and a memorial service would be scheduled in December. He commented that he would inform the Commission when the service arrangements were

made. He thanked Mayor Triolo for recognizing Mr. Addison.

Commissioner McVoy: announced his attendance at the Florida League of Cities conference in Orlando, learned that Comcast had a program to offer low cost internet service to children who were on the free lunch program. He said he also learned about legislative changes to the police and fire pensions, saw a presentation about "Sharing Economy", learned about house sharing and uber, and the presentation would be available online. He said he spoke to the vendors about registering vacant properties.

Commissioner Amoroso: announced his attendance at the Florida League of Cities conference in Orlando, said all of the sessions would be available online, and that he brought back a lot of information. He commented that for the past two years, Comcast had implemented its program to offer low cost internet service in Lake Worth. They were now partnering with the surrounding municipalities. He said Comcast was implementing a new program to reach the elder population in Lake Worth. He commented that he also attended an Intermex Money Transfer back to school program which gave away 400 free backpacks to students living in low to moderate income families.

Commissioner Maier: announced the cancellation of the August Treasure Coast Regional Planning Council meeting; however, the members would resume their meeting in September. He announced a Fish and Wildlife work shop on August 19, 2015, to discuss how to pay for a Gopher Tortoise survey. He said he would work on learning more about the survey. He commented that he met with the Electric Utility Director and said big decisions would need to be made by the Commission in the future.

Mayor Triolo: commented that she was on vacation and saw many beautiful sea turtles. She announced that she would be attending a Metropolitan Planning Organization (MPO) meeting on August 20, 2015, said the Park of Commerce was on their five-year MPO plan, and that the City was looking for an Economic Development Administration (EDA) grant. She mentioned the renovations being done in front of City Hall for the upcoming installation of a Peace Pole.

Comments/requests summaries:

1. Commissioner McVoy commented that citizens were seeing fewer turtle nests in Lake Worth and said it would be nice if the Leisure Services Department could provide specific data on the number of sea turtles to make sure Lake Worth was not below its density.

2. Commissioner Amoroso commented that the City did not own any property in the Park of Commerce. He requested Commissioner Maier ask the Fish and Wildlife Department if money for a gopher tortoise

survey was only available for city-owned property.

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 and Greg Rice.

The following individuals commented on various issues written on their comment cards:

Monica Bilotti commented that chickens and eggs eaten came from factory farms and that the City's code allowed large birds but not chickens. She asked for local support to place this item on an agenda for action to change the code to allow chickens through the use of regulations, restrictions, and possible permit fee.

Jaidyn Brody said she attended an elementary school in Wellington, her grandfather had many health issues, and that her school was doing a fundraiser for Leukemia and Lymphoma Society (LLS). She asked the City for whole or partial financial support of a "Putting for Patients" event on September 19, 2015.

Lynn Anderson said she wanted to remember her old friend James Addison. Mr. Addison was a lifetime alumni of the City, his family were Lake Worth pioneers, he loved the City and his family, and he would be deeply missed by everyone. She announced that a memorial service for Mr. Addison would be scheduled in December. She said a week ago, she asked the Commission to adopt a resolution declaring that the City was not a sanctuary city. She also said she did not see any turtle nests.

Jo-Ann Golden said that, since August 2012, the City had been recruiting for an inspector and plans examiner. She commented that it was hard for her to believe there were no qualified plans examiners who could be hired and did not want the Commission to continue to "rent out" the City.

Ryan Hartman commented that every week he and his friends shared food with the homeless in Bryant Park. He said the Palm Beach Sheriff Deputies were ticketing the homeless for sleeping and loitering and that the City took off the water fountain caps. He advised that if this behavior continued, then there would be "pushback" similar to what was happening in Ft. Lauderdale. He said it was a violation to arrest people for sleeping on benches and that many of the homeless were veterans.

Juan Chevere said he wanted to express his disappointment in the City for their treatment of the homeless. He said he was told they could not walk in City parks and were being harassed. The City installed flood lights with

cameras in parks that sounded a warning to individuals that they would be arrested for entering a park after hours. He commented that the City was trying to make money from the Gulfstream Hotel and money did not trump human rights. He asked that basic aid be provided to the homeless, quoted from Mahatma Gandhi, and said the City had a civic duty to the homeless.

Sugar Bear said that, on behalf of Lake Worth Catholic Worker Cottage, he wanted to thank everyone involved for keeping religious invocations on the agenda. He said he wanted Lake Worth to be considered a sanctuary city.

Michelle Sylvester said she was co-owner of Paws on the Avenue and that Lake Worth was not in a position to help the homeless. Offering help to the homeless needed to come from a county or state level. The homeless were driving businesses and tourist away from Lake Worth. People needed jobs that were in Lake Worth, and the Commission needed to turn this situation around. She said she did not want to disrespect the homeless or recovered addict, but they were impeding on free commerce.

Mayor Triolo read the comments written by Katie McGiveron. Ms. McGiveron wrote [asking what] this Commission was going to do to get [the City's] name off a sanctuary city list. [She also wrote that] the homeless problem seemed to be getting more and more out of control.

8. APPROVAL OF MINUTES:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to approve the following minutes, as submitted:

A. City Commission Work Session – July 30, 2015
B. City Commission Meeting – August 4, 2015

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

9. CONSENT AGENDA:

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

A. Amendment #7 to Contract with Hy-Byrd, Inc. for building plans review and inspection services for Fiscal Year 2016

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

10. PUBLIC HEARINGS:

A. Ordinance No. 2015-06 – Second Reading and Public Hearing – increase Business Tax Receipt rates by five percent (5%)

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2015-06 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 14 "BUSINESS TAX RECEIPTS AND BUSINESS REGULATIONS", ARTICLE I, "LOCAL BUSINESS TAX RECEIPT", SECTION 14-24, "BUSINESS TAX SCHEDULE", TO INCREASE THE RATES FOR BUSINESS TAXES BY FIVE PERCENT (5%) EFFECTIVE OCTOBER 1, 2015; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

Comments/requests summaries:

1. Mayor Triolo asked where the City's rates stood in comparison to other cities.

   William Waters, Community Sustainability Director, replied that an overall change was needed to the Business Tax Receipts (BTR). Since 2006, the City had to charge a miscellaneous fee for some classifications. He said the City charged substantially less than the surrounding municipalities and cited several comparison fees. He commented that he would come back in the next fiscal year with a cost to update the City's BTR Study in order to be competitive with other municipalities.

2. Mayor Triolo asked if those elected officials who had businesses in Lake Worth and paying BTR fees had a voting conflict.

   City Attorney Torcivia replied that there was no voting conflict for those elected officials paying the BTR fees.

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve Ordinance No. 2015-06 on second reading.

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

Ed Grimm asked for clarification on the difference between a Business Tax Receipt and Use and Occupancy fee.

Peter Timm said that during the budget work session, rates would be increased, but the Commission had not yet voted on any rate increases. He

asked when the Commission would vote on rates.

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

B. Ordinance No. 2015-07 – Second Reading and Public Hearing – consider a major amendment to a Residential Planned Development (RPD) located at the northeast intersection of North Dixie Highway and 3rd Avenue North

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2015-07 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICE BOUNDARY AND JOINT PLANNING AGREEMENT WITH PALM BEACH COUNTY TO COORDINATE FUTURE LAND USE, PUBLIC FACILITIES AND SERVICES IN ADVANCE OF ANNEXATION; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2015-07 on second reading.

William Waters, Community Sustainability Director, explained that the ordinance authorized execution of an interlocal service area boundary agreement with the County to facilitate the provisions of services and future annexations in the City. He said the agreement would lead to Comprehensive Plan amendments for both the County and City.

He commented that the benefits of an agreement were many, but foremost, was the ability for owners of individual parcels in the area to be annexed into the City from the County on an individual basis without the issue of creating enclaves or service area disruptions. He said several cities in the County already had agreements in place.

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 Maier. NAYS: None.

C. Ordinance No. 2015-08 – Second Reading and Public Hearing – allow future municipal election date changes in the event of any countywide or statewide election in March

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2015-08 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING SECTION 2 OF ARTICLE III OF THE CITY OF LAKE WORTH CHARTER TO PROVIDE THAT COMMENCING WITH THE 2016 ELECTION, GENERAL ELECTIONS TO ELECT MEMBERS OF THE CITY COMMISSION SHALL BE HELD CONCURRENT WITH ANY STATEWIDE OR COUNTYWIDE ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2015-08.

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 Maier. NAYS: None.

11. UNFNISHED BUSINESS:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

A. Program to provide Health, Vision, Dental, Life Insurance, Short Term Disability, and Long Term Disability program coverage for Fiscal Year 2016

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to engage United Healthcare for medical insurance; Metlife for Dental; VSP through Metlife for Vision; Prudential to provide life, long-term disability, and short-term disability coverage to employees of the City for a one year term beginning October 1, 2015, and authorize the Mayor to execute the necessary documents.

Germaine English, Human Resources Director, explained that the overall impact on the City's Fiscal Year 2016 budget was a zero percent increase as it related to the benefit cost. She advised that Human Resources had budgeted $4,212,038 for Fiscal Year 2016, which represented a projected 20% increase that was in line with current industry trends related to benefit costs. She cited several surrounding cities' rate increases. She said she would reduce the department's budget to $3.3 million.

Courtney Touw, Aliant Employee Benefits, explained that they went out to 33 different vendors and submitted a number of bids. He said the benefit costs submitted from vendors were either held at the current rate or reduced.

Ms. English explained that the City solicited bids for its health, life, short term and long term disability, vision, and dental programs through a Request For Proposal. She explained that Aetna submitted the best proposed bid; however, there were concerns about their customer service over the next fiscal year as they were in the process of acquiring Humana.

She said that, with the decrease in costs associated with the medical plan, staff recommended the City absorb the cost for employee only coverage for dental and vision in the upcoming fiscal year. She said there would be no change in employee contribution other than the City offering vision and dental at no cost to the employee.

She announced that an open benefit fair was scheduled on August 26 and 27, 2015, and the providers would be present to explain the new benefits to employees.

City Manager Bornstein thanked the Human Resources Director and her staff for making Lake Worth an employer of choice. He said current employees appreciated the benefits.

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

Peter Timm said that, when he was in the workforce, it was very rare that an employer gave an employee something for nothing and that it was difficult to find out if that “something” was a bargain. He said he did not know the details of the benefits, was looking forward to this wonderful thing, and everyone would be getting wonderful care without having to pay for it.

Jo-Ann Golden said the backup material stated that the cost to provide free coverage was in line with the City’s current philosophy to create an environment where its employees felt appreciated, but she said there were a lot of employees who longer worked for the City. She asked if the rate decrease was because there were less employees or because of the age of the employees. She said she was speaking for the employees who could not speak for themselves.

Comments/requests summaries:

1. Commissioner McVoy asked how Lake Worth could provide the same quality of coverage for less when the Village of Wellington’s rates increased 20% increase.

   Ms. English replied that other cities used local brokers while Lake Worth used an international broker who had more clout. Mr. Touw negotiated “tooth and nail” for the best, lowest rate for City.

2. Commissioner Amoroso commented that six years ago, he asked why the City's insurances were so high. He requested every department look at the money they were spending. He thanked the Human Resources Director and her staff for going above and beyond to find the best rates.

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

B. Agreement with Manson Bolves Donaldson PA for legal services

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve the legal services agreement with Manson Bolves Donaldson PA.

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

City Attorney Torcivia explained that the City Manager entered into a not to exceed $25,000 agreement for legal services with Manson Bolves Donaldson PA to defend the City against a lawsuit filed by Lake Osborne Waterworks, Inc. He said the claim related to the City's provision of potable water to Lake Osborne Waterworks, Inc. (LOW), formerly known as Lake Osborne Utilities Company. He said the LOW claimed that an agreement with the City expired in 2008 and since then the City had charged and collected excessive rates. Due to the specialized nature of the claim, this firm was retained to provide its expertise in utility rate cases. At this time, the City received invoices of approximately $22,800 and it was conservatively anticipated that approximately $100,000 should be reserved for the remainder of the fiscal year.

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

13. LAKE WORTH ELECTRIC UTILITY:

A. CONSENT AGENDA:

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

B. PUBLIC HEARING:

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

C. NEW BUSINESS:

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

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia did not provide a report.

15. CITY MANAGER'S REPORT

A. September 1, 2015 – draft Commission agenda

City Manager Bornstein provided the following report:

- Reminded everyone about Tropical Storm Danny in the Atlantic Ocean; and

- Announced that the City found a contractor who would repair and refurbish the Martin Luther King, Jr. fountain in the Cultural Plaza. He said the contractor would warranty the work.

Vice Mayor Maxwell recognized a Lake Clarke Shores Councilman present in the chamber.

16. ADJOURNMENT:

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

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

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: September 1, 2015

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 1, 2015, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Resolution No. 43-2015 – refuse collection special assessment for Fiscal Year 2016

SUMMARY:

This Resolution will provide for the unchanged special assessment amount of $245.76 for Fiscal Year 2016. The Special assessment for Solid Waste (Garbage) disposal provide the funding for the solid waste disposal services of the City. The proposed Fiscal Year 2016 budget for the refuse fund is based on the collection of these assessments.

BACKGROUND AND JUSTIFICATION:
On August 18, 2009, the Lake Worth City Commission adopted Ordinance 2009-22, which sets out the process the City uses to establish special assessments for essential services and capital improvements. Pursuant to the Ordinance, the City Commission will need to approve the special assessment for solid waste services by an Annual Resolution.

Since 2009 the City Commission has approved staff's recommendation for use of the County's uniform annual billing & collection method for City residential solid waste fees and stormwater fees. This policy allowed City garbage and stormwater fees to be reflected on the annual property tax bill rather than the City monthly utility bill. This change was made to help address the City's delinquent utility billing levels by ensuring collection of fees from property owners. This resolution, the supplemental notices, and associated costs or professional fees are expected to be funded from the respective solid waste (Garbage) and Stormwater program budgets.

MOTION:
I move to approve/disapprove Resolution No. 43-2015 adopting the City of Lake Worth refuse special assessment fee for Fiscal Year 2016.

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

RESOLUTION NO. 43-2015 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 2015-16; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM COLLECTION METHOD AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This Resolution of the City of Lake Worth, Florida (the "City") is adopted pursuant to City Ordinance No. 2009-22 (as may be amended from time to time, and as codified in Chapter 2, Article XVIII of the City Code of Ordinances, the "Assessment Ordinance"), City Resolution No. 41-2009 (as amended and supplemented from time to time, and as particularly supplemented by Resolution No. 46-2009, the "Initial Assessment Resolution"), Sections 166.021, 166.041, and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This Resolution constitutes the Annual Assessment Resolution as defined in the Assessment Ordinance. All capitalized terms in this Resolution not otherwise defined herein shall have the meanings defined in the Assessment Ordinance and the Initial Assessment Resolution.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) Pursuant to the Assessment Ordinance, the City Commission adopted the Initial Assessment Resolution, which provided for the apportionment of Solid Waste Service Assessments on the bases on Equivalent Residential Units (“ERUs”) and mailed notice to affected property owners that the Assessed Property would be assessed at the rate of $245.76 per ERU, for the Fiscal Year commencing October 1, 2009.

(B) The Assessment Ordinance (1) requires adoption of an Annual Assessment Resolution for each Fiscal Year confirming or amending the Solid Waste Assessment Roll, (2) sets forth a procedure for the correction of errors and omissions, and (3) provides that if the proposed Assessment for any parcel of property exceeds the amount set forth in the mailed notice to affected property owners, or if an Assessment is imposed against property not previously subject thereto, the Commission shall provide published and mailed notice to the owner of such property and conduct a public hearing prior to adoption of the Annual Assessment Resolution.

(C) The cost of providing Solid Waste Services has not increased since adoption of the Initial Assessment Resolution and the rate of Solid Waste Service Assessments remains at $245.76 per ERU per year.

(D) In order to impose or re-impose Solid Waste Service Assessments for the Fiscal Year commencing October 1, 2015, the Assessment Ordinance requires the City Commission to adopt an Annual Assessment Resolution which confirms or amends the Solid Waste Assessment Roll.

(E) Pursuant to the Assessment Ordinance, the Annual Assessment Resolution shall confirm the Assessment Roll to reflect the then applicable portion of the cost of the Capital Improvements or Essential Services to be paid by assessments. As the proposed assessment does not for any parcel of property exceed the maximum amount established in the previous years' notices nor is the assessment imposed against a property not previously subject thereto, a public hearing is not required prior to the adoption of the Annual Assessment Resolutions, pursuant to the Assessment Ordinance. The imposition of Solid Waste Service Assessments for Solid Waste services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Solid Waste Cost among parcels of Assessed Property.

(F) The Solid Waste Management Services provided for in the Initial Assessment Resolution and contemplated herein are Essential Services which possess a logical relationship to the use and enjoyment of, and relieve a burden created by and provide a special benefit to Improved Property by properly, safely and cost effectively disposing of Solid Waste generated on the property.

(G) The benefits derived from the Solid Waste Management Services exceed the cost of the Solid Waste Service Assessments imposed hereunder. The Solid Waste Service Assessments for any Tax Parcel within the City does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel within the City.

(H) The legislative determinations of special benefit and fair apportionment contained in Section 1.04 of the Initial Assessment Resolution are hereby readopted, ratified and confirmed.

(I) Each parcel of Assessed Property within the City will be specially benefited by the City's provision of Solid Waste services, facilities, and programs in an amount not less than the Solid Waste Service Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution.

(J) Adoption of this Annual Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Assessment Ordinance, the Initial Assessment Resolution and this Annual Assessment Resolution from the Solid Waste services, facilities, or

programs to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

SECTION 4. APPROVAL OF ASSESSMENT ROLL; IMPOSITION OF ASSESSMENTS.

(A) The Solid Waste Assessment Roll, on file in the Office of the City Clerk and incorporated herein by this reference, is hereby approved, confirmed and adopted for Fiscal Year 2015-16. The Solid Waste Assessment Roll shall be certified to the Tax Collector by September 15, 2015, pursuant to Section 197.3632(5), Florida Statutes.

(B) The apportionment approach described in Section 3.03 of the Initial Assessment Resolution is hereby approved and adopted as the basis for allocating the Solid Waste Cost for the Fiscal Year 2015-2016 among Assessed Property.

(C) A special assessment computed in the manner described in the Initial Assessment Resolution is hereby levied and imposed on all Tax Parcels described in the Solid Waste Assessment Roll in order to fund the Solid Waste Cost for the Fiscal Year commending October 1, 2015 at the existing rate of $245.76.

(D) Parcels of Assessed Property described in the Solid Waste Assessment Roll are hereby found to be specially benefited by the provision of the Solid Waste services, facilities, and programs described or referenced in the Initial Assessment Resolution based upon an assessment amount for each ERU of $245.76.

(E) Solid Waste Service Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(F) The following are Exempt Properties and not subject to the Solid Waste Service Assessment: (1) Unimproved Property, (2) Improved Property which receives waste disposal services from a duly and appropriately authorized service provider other than the City; and (3) Tax Parcels which are considered “commercial, industrial or governmental use properties” under Section 1 of City Resolution 34-2009 and are therefore are paying for solid waste disposal services in an alternative manner or fashion to the Solid Waste Assessments provided for herein.

SECTION 5. COLLECTION OF ASSESSMENTS. The Fiscal Year 2015-2016 Solid Waste Service Assessments shall be collected pursuant to the

Uniform Assessment Collection Act as provided for in Section 3.05 of the Initial Assessment Resolution, Section 3.01 of the Assessment Ordinance, and Section 197.3632, Florida Statutes.

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Solid Waste Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of this Annual Assessment Resolution.

SECTION 7. REPEAL OF INCONSISTENT RESOLUTIONS. Any resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Annual Assessment Resolution shall take effect immediately upon its adoption.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Resolution duly passed and adopted on the 1st day of September, 2015.

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 1, 2015, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Resolution No. 44-2015 - stormwater special assessment for Fiscal Year 2016 for Fiscal Year 2016

SUMMARY:

This Resolution will set the unchanged Special Assessment fee of $75.60 per ERU for Stormwater for the upcoming year. The Fiscal Year 2015/2016 budget for the stormwater system fund is predicated on these assessments.

BACKGROUND AND JUSTIFICATION:
On August 18, 2009, the Lake Worth City Commission adopted Ordinance 2009-22, which sets out the process the City uses to establish special assessments for essential services and capital improvements. Pursuant to the Ordinance, the City Commission will need to approve the special assessment for Stormwater services by an annual Resolution.

Since 2009 the City Commission has approved staff's recommendation for use of the County's uniform annual billing & collection method for City residential solid waste fees and stormwater fees. This policy allowed City garbage and stormwater fees to be reflected on the annual property tax bill rather than the City monthly utility bill. This change was made to help address the City's delinquent utility billing levels by ensuring collection of fees from property owners. This resolution, the supplemental notices, and associated costs or professional fees are expected to be funded from the respective solid waste and stormwater program budgets.

MOTION:
I move to adopt/not adopt Resolution No. 44-2015 setting the City of Lake Worth stormwater special assessment for Fiscal Year 2016.

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

RESOLUTION NO. 44-2015 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 2015-2016; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM COLLECTION METHOD AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This Resolution of the City of Lake Worth, Florida (the "City") is adopted pursuant to City Ordinance No. 2009-22 (as may be amended from time to time, and as codified in Chapter 2, Article XVIII of the City Code of Ordinances, the "Assessment Ordinance"), City Resolution No. 41-2009 (as amended and supplemented from time to time, and as particularly supplemented by Resolution No. 46-2009, the "Initial Assessment Resolution"), Sections 166.021, 166.041, and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This Resolution constitutes the Annual Assessment Resolution as defined in the Assessment Ordinance. All capitalized terms in this Resolution not otherwise defined herein shall have the meanings defined in the Assessment Ordinance and the Initial Assessment Resolution.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) Pursuant to the Assessment Ordinance, the City Commission adopted the Initial Assessment Resolution, which provided for the apportionment of Stormwater Service Assessments to provide for the funding of Stormwater Management Services for the Fiscal Year commencing October 1, 2009.

(B) The Assessment Ordinance (1) requires adoption of an Annual Assessment Resolution for each Fiscal Year confirming or amending the Stormwater Assessment Roll, (2) sets forth a procedure for the correction of errors and omissions, and (3) provides that if the proposed Assessment for any parcel of property exceeds the amount set forth in the mailed notice to affected property owners, or if an Assessment is imposed against property not previously subject thereto, the Commission shall provide published and mailed notice to the owner of such property and conduct a public hearing prior to adoption of the Annual Assessment Resolution.

(C) The cost of providing Stormwater Management Services has not increased since adoption of the Initial Assessment Resolution and the rate of Stormwater Management Services Assessments remains unchanged for the Fiscal Year commencing October 1, 2015.

(D) In order to re-impose Stormwater Service Assessments for the Fiscal Year commencing October 1, 2015, the Assessment Ordinance requires the City Commission to adopt an Annual Assessment Resolution which confirms or amends the Stormwater Assessment Roll.

(E) Pursuant to the Assessment Ordinance, the Annual Assessment Resolution shall confirm the Assessment Roll to reflect the then applicable portion of the cost of the Capital Improvements or Essential Services to be paid by assessments. As the proposed assessment does not for any parcel of property exceed the maximum amount established in the previous years' notices, nor is the assessment imposed against a property not previously subject thereto, a public hearing is not required prior to the adoption of the Annual Assessment Resolutions, pursuant to the Assessment Ordinance.

(F) The imposition of Stormwater Service Assessments for Stormwater Management Services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Stormwater Management Service Cost among parcels of Assessed Property.

(G) The Stormwater Management Services provided for in the Initial Assessment Resolution and contemplated herein are Essential Services which possess a logical relationship to the use and enjoyment of, and relieve a burden created by and provide a special benefit to Improved Property by properly, safely and cost effectively disposing of stormwater generated on the property.

(H) The benefits derived from the Stormwater Management Services exceed the cost of the Stormwater Service Assessments imposed hereunder. The Stormwater Service Assessments for any Tax Parcel within the City does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel within the City.

(I) The legislative determinations of special benefit and fair apportionment contained in Section 1.04 of the Initial Assessment Resolution are hereby readopted, ratified and confirmed.

(J) Each parcel of Assessed Property within the City will be specially benefited by the City's provision of Stormwater Management Services, facilities, and programs in an amount not less than the Stormwater Service Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution.

(K) Adoption of this Annual Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Assessment Ordinance, the Initial Assessment Resolution and this Annual Assessment Resolution from the Stormwater Management Services, facilities, or programs to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

SECTION 4. APPROVAL OF ASSESSMENT ROLL; IMPOSITION OF ASSESSMENTS.

(A) The Stormwater Assessment Roll, on file in the Office of the City Clerk and incorporated herein by this reference, is hereby approved, confirmed and adopted for Fiscal Year 2015-2016. The Solid Waste Assessment Roll shall be certified to the Tax Collector by September 15, 2015, pursuant to Section 197.3632(5), Florida Statutes.

(B) The apportionment approach described in Section 3.03 of the Initial Assessment Resolution is hereby ratified and confirmed as the basis for allocating the Stormwater Management Service Cost for the Fiscal Year 2015-2016 among Assessed Property.

(C) A special assessment computed in the manner described in the Initial Assessment Resolution is hereby levied and imposed on all Tax Parcels described in the Stormwater Service Assessment Roll in order to fund the Stormwater Management Service Cost for the Fiscal Year commencing October 1, 2015.

(D) Parcels of Assessed Property described in the Stormwater Assessment Roll are hereby found to be specially benefited by the provision of the Stormwater Management Services, facilities, and programs described or referenced in the Initial Assessment Resolution based upon an assessment amount for each ERU of $75.60.

(E) Stormwater Service Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(F) The following are Exempt Properties and not subject to the Stormwater Management Service Assessment: (1) Undeveloped Property, (2) public right-of-way; and (3) lakes, submerged land and other naturally occurring water bodies with pervious soil bottoms; and (4) Government Property owned by the City.

SECTION 5. COLLECTION OF ASSESSMENTS. The Fiscal Year 2015-16 Stormwater Service Assessments shall be collected pursuant to the Uniform Assessment Collection Act as provided for in Section 3.05 of the Initial Assessment Resolution, Section 3.01 of the Assessment Ordinance, and Section 197.3632, Florida Statutes.

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of this Annual Assessment Resolution.

SECTION 7. REPEAL OF INCONSISTENT RESOLUTIONS. Any resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Annual Assessment Resolution shall take effect immediately upon its adoption.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Resolution duly passed and adopted on the 1st day of September, 2015.

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 1, 2015, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Resolution No. 49-2015 – grant an ad valorem tax exemption for property located at 728 North Lakeside Drive

SUMMARY:
This Resolution will grant a property tax exemption for an increased assessed value as a result of the historic preservation rehabilitation as allowed by Section 23.5-5 of the Land Development Regulations.

BACKGROUND AND JUSTIFICATION:
In September 2013, the property owner obtained Historic Preservation Certificate of Appropriateness approvals for major alterations and improvements to the subject property from the Historic Resources Preservation Board. On August 12, 2015, the HRPB unanimously approved the Completed Work Application and recommended approval of the application to the City Commission. The HRPB approval certifies that the renovation work was completed in accordance with national and local historic preservation guidelines, and meets the criteria for obtaining an Ad Valorem tax exemption approval. The owner has agreed to enter into a Covenant with the City to maintain the qualifying improvements for the exemption period, not to exceed 10 years. The exemption applies only to the increase in assessed value as a result of the improvements and does not relieve the owner of all tax liability. Subsequent to an approval for a municipal tax exemption, the application will be forwarded to Palm Beach County to be reviewed for a county tax exemption. The Historic Preservation Ad Valorem Tax Exemption program is authorized by State statute and is used throughout the State to encourage property improvements in historic districts.

MOTION:
I move to approve/not approve Resolution No. 49-2015 for a Historic Preservation Ad Valorem Property Tax Exemption for the property located at 728 North Lakeside Drive

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

RESOLUTION NO. 49-2015 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, GRANTING AN AD VALOREM TAX EXEMPTION FOR THE PROPERTY LOCATED AT 728 NORTH LAKESIDE DRIVE, LAKE WORTH, FLORIDA AS A RESULT OF THE HISTORIC PRESERVATION/ REHABILITATION OF THE PROPERTY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Historic Preservation Program of the City of Lake Worth, Florida, is designed to preserve, protect, enhance, and perpetuate resources which represent distinctive and significant elements of the City's historical, cultural, social, economic, political, archaeological, and architectural identity; and/or serve as visible reminders of the City's culture and heritage; and

WHEREAS, the ad valorem tax exemption is one means of offering a financial incentive to increase interest in restoring, renovating, and improving the City's historic structures; and

WHEREAS, the citizens of Florida amended the Florida Constitution, Article VII, Section 3, to authorize counties and municipalities to grant a partial ad valorem tax exemption to owners of historic properties for improvements to such properties which are the result of the restoration, renovation, or rehabilitation of the historic properties; and

WHEREAS, Section 196.1997, Florida Statutes, establishes the process by which such exemption may be granted; and

WHEREAS, the City of Lake Worth is an approved Certified Local Government to perform the review functions necessary for Historic Tax Exemption applications; and

WHEREAS, by Ordinance No. 97-26, the City of Lake Worth City Commission has approved an ad valorem tax exemption for the restoration, renovation, and/or improvement of historic properties, which Ordinance provides that on completion of the review of a Final Application/Request for Review of Completed Work, the Historic Preservation Planner shall present such Final Application in a regularly scheduled meeting of the Historic Resources Preservation Board and shall recommend that the Historic Resources Preservation Board recommend approval or deny the exemption to the City Commission; and

WHEREAS, the property owner filed a preconstruction application and received preliminary approval from the Historic Resources Preservation Board on September 11, 2013, for an ad valorem tax exemption upon completion of the historic renovation and restoration of the property located at 728 North Lakeside Drive, Lake Worth (the "Property"); and

WHEREAS, on August 12, 2015, the Historic Resource Preservation Board

reviewed the Completed Work Application and made a determination that the completed improvements were consistent with the United States Secretary of Interior's Standards for Rehabilitation, that the requirements of Sec. 196.1997 Florida Statutes have been met, and recommended granting an ad valorem City tax exemption for the Property.

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

SECTION 1, The City Commission of the City of Lake Worth, Florida, hereby finds that the completed improvements to the Property, as described in the application for ad valorem tax exemption filed with the City and in HRPB Case No. 13-00100170 is consistent with the United States Secretary of Interior's Standards for Rehabilitation, the City of Lake Worth Land Development Regulations 23.5-4 and 23.5-5, and the property meets the requirements of Florida Statutes Sec. 196.1997.

SECTION 2. The Property is designated as a contributing property to a historic district under the terms of the Lake Worth preservation ordinance.

SECTION 3. In accordance with this finding, the City Commission hereby approves an ad valorem tax exemption for a ten year period, commencing on January 1, 2016, and expiring December 31, 2025, from that portion of ad valorem taxes levied on the increase in assessed value resulting from the restoration, renovation, and rehabilitation improvements, for the real property described as:

Property Owner:	Robert A Lepa
Address:	728 North Lakeside Drive Lake Worth, Florida 33460
Legal Description:	PCN: 38-43-44-21-15-422-0070 TOWN OF LAKE WORTH LT 7 BLK 422

SECTION 4. Prior to the ad valorem tax exemption described herein being effective, the Property Owner shall execute and record in the Public Records of Palm Beach County, a restrictive covenant in a form established by the State of Florida, Department of State, Division of Historical Resources, requiring that the qualifying improvements must be maintained during the period for which the tax exemption is granted. A copy of the recorded covenant shall be provided to the City's Historic Preservation Planner.

SECTION 5. A certified copy of this Resolution shall be provided to the Palm Beach County Property Appraiser.

SECTION 6. This Resolution shall take effect in accordance with law.

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 Ryan Maier

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 1st day of September, 2015.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

DOS Form No. HR3E111292

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made the 1st day of September, 2015, by Robert A Lepa, (hereinafter referred to as the Owner) and in favor of the City of Lake Worth, Florida (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 728 North Lakeside Drive, Lake Worth, Florida which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance. The areas of significance of this property, as identified in the National Register nomination or local designation report for the property or the district in which it is located are ___X___architecture, ____X____history, _____ archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows (include city reference, consisting of repository, book, and page numbers): **TOWN OF LAKE WORTH LT 7 BLK 422,** Lake Worth, Florida, according to the plat thereof, on file, in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, Plat Book 26095, Page 245.

In consideration of the tax exemption granted by the Local Government, the Owner hereby agrees to the following for the period of the tax exemption which is from January 1, 2016 to December 31, 2025.

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Local Historic Preservation Office. The address of the certified Local Historic Preservation Office is:

City of Lake Worth, Division of Planning, Zoning, and Historic Preservation
1900 2nd Avenue North
Lake Worth, Florida 33461
Telephone: (561) 586-1687

The address of the Division of Historical Resources is:

Bureau of Historic Preservation
Division of Historical Resources
R.A. Gray Building, 500 South Bronough Street #402
Tallahassee, Florida 32399-0250
Telephone Number: (850) 245-6300

3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in the Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the Local Historic Preservation Office and appropriate representatives of the Local Government, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office in writing of the damage to the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project

completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the Local Historic Preservation Office in writing of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption. If the Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of the county in which the Property is located in writing so that the tax exemption can be canceled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, he shall develop a plan for restoration of the property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s.196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years 'n which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12 (3), F.S.

9. The terms of this covenant shall be binding on the current Property Owner, transferees, heirs, successors, or assigns.

This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

Date: 8/24/2015

CITY OF LAKE WORTH, FLORIDA

WITNESSES AS TO THE CITY:

By: _____
Pam Triolo, Mayor

ATTEST:

_____
City Clerk

Approved As To Form And Legal Sufficiency:

By: _____ FOR
Glen Torcivia, City Attorney
Florida Bar No. 343374

Date: 8-24-15

PROPERTY OWNER

WITNESSES AS TO PROPERTY OWNER

Campbell.

By: _____
Property Owner

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing was acknowledged before me on this 24 day of August, 2015, by, Robert A. Lepa who is personally known to me, or produce _____ ID as identification.

Ron Bekins
Notary Public
My Commission Expires: 10/22/2018

RON BEKINS
Notary Public - State of Florida
My Comm. Expires Oct 22, 2018
Commission # FF 170837
Bonded through National Notary Assn.

CITY OF LAKE WORTH

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

AGENDA DATE: September 1, 2015, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
First Amendment to an Easement Agreement with DR Horton, Inc. on property located at 1100 Boutwell Road

SUMMARY:
This Amendment will allow for a previously approved easement agreement for pedestrian and vehicular access and drainage and utilities to be changed in order to install an entry monument sign on a City easement.

BACKGROUND AND JUSTIFICATION:
The applicant, DR Horton, Inc., through Scott Bachman of Dunay, Miskel, Backman, LLP, is petitioning an amendment to an approved easement agreement. The proposed amendment would be in lieu of an original easement (which will be terminated if this new easement is approved) located to the north of the existing Fire Station #2 at the end of Detroit Street. The previous easement agreement was approved by the City Commission on November 4, 2014.

MOTION:
I move to approve/disapprove the First Amendment to an Easement Agreement with DR Horton, Inc.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
First Amendment to Easement Agreement

Return recorded copy to:

Dunay, Miskel & Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, Florida 33432

This Instrument Prepared by:

Scott Backman, Esq.
Dunay, Miskel, Backman & Blattner, LLP
14 SE 4th Street, Suite 36
Boca Raton, Florida 33432

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

FIRST AMENDMENT TO EASEMENT AGREEMENT

This First Amendment to the Declaration of Restrictive Covenants ("Amended Agreement") is made and entered into this ___ day of _____, 2015, by and between the CITY OF LAKE WORTH, FLORIDA, a municipal corporation of the State of Florida, whose address is 7 North Dixie Highway, Lake Worth, Florida 33460 hereinafter "Grantor", and DR HORTON INC, whose address is 431 Fairway Drive, Suite 300, Deerfield Beach, FL 33441, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, Grantor is the owner of the land described in Exhibit "A", located in Palm Beach County, Florida ("City Land"); and

WHEREAS, Grantee is the owner of the land described in Exhibit "B" located in Palm Beach County, Florida ("Royal Land"); and for the purposes herein, Grantee shall include partners, successors, transferees, executors, heirs and assigns; and

WHEREAS, on November 21, 2014, Grantor recoded that certain Easement Agreement as recorded in Official Records Book 27178, Page 197 of the Public Records of Palm Beach County, Florida ("Easement Agreement") which granted an easement on, under, over, across and through a portion of City Land described in Exhibit "C" ("Easement Parcel") for the benefit of the Royal Land for stormwater runoff, retention, drainage, utilities, pedestrian and vehicular ingress and egress; and

WHEREAS, Grantee and Grantor desire to amend the Easement Agreement to allow for a monument sign on the Easement Parcel.

NOW, THEREFORE, Grantor, for and in consideration of the sum of $10.00 and other valuable consideration paid by Grantees to Grantors, does hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

2. Paragraph 2 of the Easement Agreement is hereby amended as follows:

   Easement Purpose. Grantor hereby grants to the Grantee , a non-exclusive easement (i) to provide through cables, conduit wires, transmitters, pipes or necessary equipment so that electric, potable water, sanitary sewer, cable, telephone or any other public utility service can be provided to the Royal Land, (ii) pedestrian and vehicular ingress and egress from Detroit Street (a publicly dedicated road right of way)over the Easement Parcel to and from the Royal Land~~, and~~ (iii) stormwater runoff, drainage and retention into the facilities provided within the Easement Parcel and (iv) to install and maintain one entry monument sign.

3. Except to the extent modified herein, all other terms and conditions of the Easement Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above below.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST

Date:_____

_____
Pam Lopez, City Clerk

GRANTEE:

Signed, sealed and delivered
in the presence of:

DR Horton, Inc., a Delaware Corporation

_____

By:_____

Print: Sharon Cino

Title: Vice-President

Sharon Cino

Print: Marie M. Vacula

Marie M. Vacula

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this 7 day of ~~October, 2014~~ August 2015 by Rafael J. Roca, as President of DR HORTON, INC, a Delaware Corporation, who is personally known to me or who has produced _____ as identification.

KATHLEEN F. INGERSOLL
Commission # FF 054622
Expires November 3, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public State of Florida

Print: Kathy Ingersoll

EXHIBIT "A"
LEGAL DESCRITION
GRANTOR PROPERTY

WAYNE AKERS SUBDIVISION NO. 1, TRACT B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 33, PAGE 149 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"
LEGAL DESCRIPTION
GRANTEE PROPERTY

PARCEL 1

TRACTS 2 AND 3, SOUTH OF KELLER CUT-OFF CANAL, ACCORDINGTO TH£ MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOFM, AS RECORDED IN PLAT BOOK 5, PAGE 79, OF THE PUBLJC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL:

FROM THE SOUTHWEST CORNER OF SAID TRACT 3 RUN NORTHERLY ALONG THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 298.00 FEET TO THE POINT OF BEGINNING; THENCE TURN AN ANGLE OF 104°56'55" FROM SOUTH TO EAST GO EASTERLY A DISTANCE OF 213.22 FEET; THENCE RUN NORTHERLY, PARALLEL TO THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 193.OO FEET, MORE OR LESS, TO THE BANK OF A CANAL; THENCE SOUTHWESTERLY ALONG THE BANK OF SAID CANAL, A DISTANCE OF 218.00 FEET, MORE OR LESS, TO THE WEST LINE OF TRACT 3; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 178.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2

FROM THE SOUTHWEST CORNER OF SAID TRACT J RUN NORTHERLY ALONG THE WEST LINE OF SAID TRACT 3 A DISTANCE OF 298.00 FEET TO THE POINT OF BEGINNING; THENCE TURN AN ANGLE OF 104°56'55" FROM SOUTH TO EAST AND GO EASTERLY A DISTANCE OF 213.22 FEET; THENCE RUN NORTHERLY, PARALLEL TO THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 193 FEET, MORE OR LESS, TO THE BANK OF A CANAL; THENCE SOUTHWESTERLY ALONG THE BANK OF SAID CANAL, A DISTANCE OF 218.00 FEET, MORE OR LESS, TO THE WEST LINE OF TRACT 3; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 178.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT 3 ABOVE DESCRIBED IS IN MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT 'C"
EASEMENT PARCEL

DESCRIPTION:

A 50 FOOT INGRESS / EGRESS EASMENT BEING A PORTION OF TRACT B OF WAYNE L. AKERS SUBDIVISION NO. 1 AS RECORDED IN PLAT BOOK 33, PAGE 149 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT B; THENCE, ALONG THE WEST LINE OF SAID TRACT B, NORTH 01°23'00" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT B; THENCE, DEPARTING SAID WEST LINE, ALONG SAID PARALLEL LINE, SOUTH 88°07'32" EAST, A DISTANCE OF 320.95 FEET TO A POINT ON THE EAST LINE OF SAID TRACT B; THENCE, ALONG SAID EAST LINE, SOUTH 01°21'02" WEST, A DISTANCE OF 50.00 FEET TO SOUTHEAST CORNER OF SAID TRACT B; THENCE, ALONG THE SOUTH LINE OF SAID TRACT B, NORTH 88°07'32" WEST, A DISTANCE OF 320.98 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN CITY OF LAKE WORTH, PALM BEACH COUNTY, FLORIDA.
SAID LANDS DESCRIBED CONTAINING 16,048 SQUARE FEET OR 0.3684 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF TRACT B OF WAYNE L. AKERS SUBDIVISION NO. 1 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 33, PAGE 149 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°07'32" WEST.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.

CERTIFICATE:

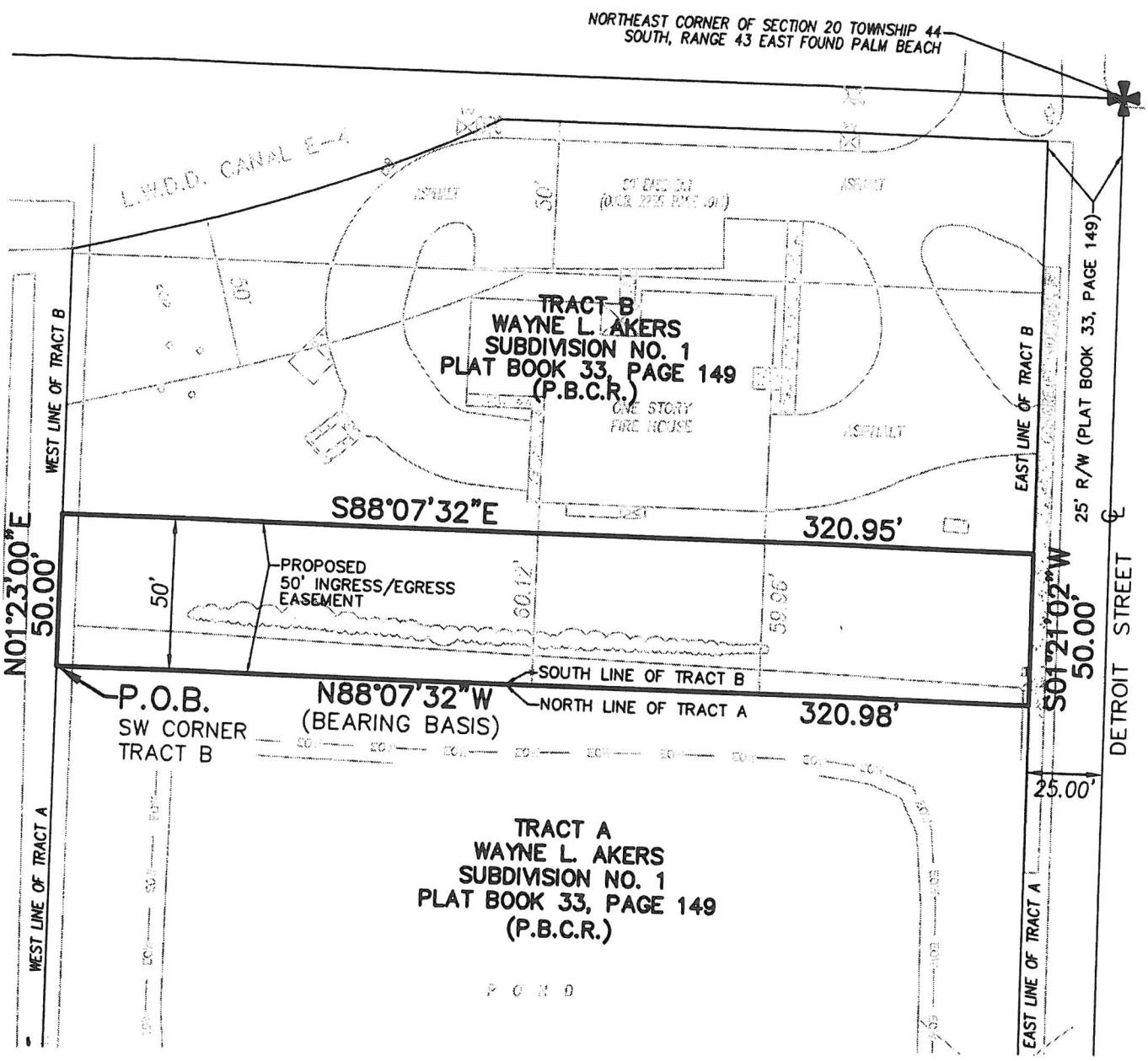
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 11, 2014. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WATERVILLE
50' INGRESS / EGRESS EASEMENT
SKETCH OF DESCRIPTION

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE	08/11/14
DRAWN BY	DLS
F.B./ PG.	LLEC
SCALE	NONE
JOB NO.	6678-50E



50 25 0 25 50

GRAPHIC SCALE
(IN FEET)

NORTH

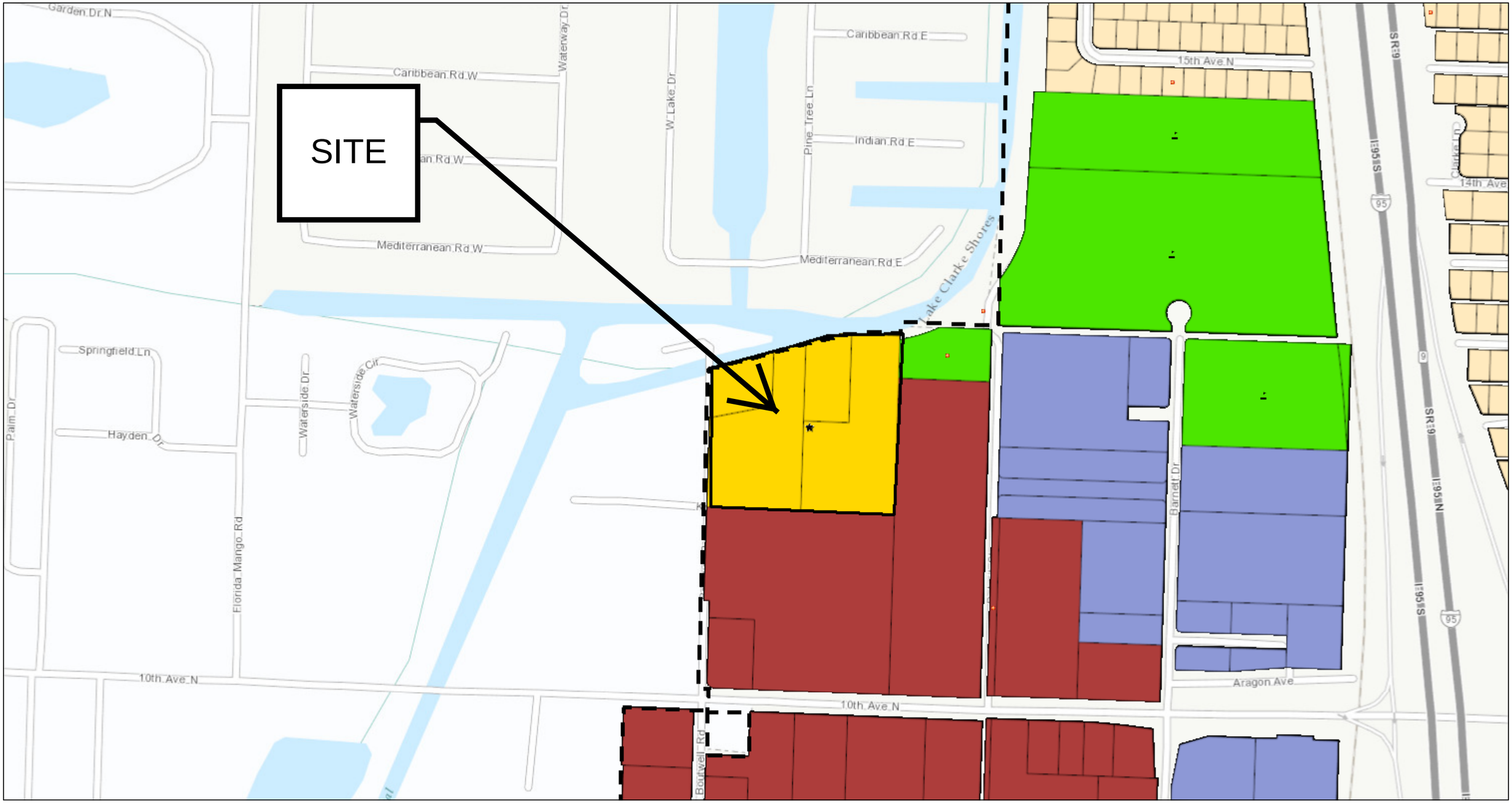
LEGEND/ABBREVIATIONS
℄ – CENTERLINE
L.W.D.D. – LAKE WORTH DRAINAGE DISTRICT
P.B.C.R. – PALM BEACH COUNTY RECORDS
P.O.B. – POINT OF BEGINNING

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING – LAND PLANNING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	08/11/14
DRAWN BY	DLS
F.B./ PG.	ELEC
SCALE	AS SHOWN
JOB NO.	6678-50IE

WATERVILLE
50' INGRESS / EGRESS EASEMENT
SKETCH OF DESCRIPTION

LAKE WORTH ZONING



August 28, 2014

1:4,514

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

- PBC_SCHOOLS2
- CITY_OWNED
- RPD_POINT
- RPD_AREA
- LW_BOUNDARY_LINE
- Single Family Residential (SFR)
- Mobile Home Residential, 7 du/net acre (MH-7)
- Single-Family and Two-Family Residential (SF-TF-14)
- Low-Density Multi-Family Residential, 20 du/net acre(MF-20)
- Medium-Density Multi-Family Residential, 30 du/net acre (MF-30)
- High-Density Multi-Family Residential, 40 du/net acre (MF-40)
- Downtown (DT)
- Mixed Use - East (MU-E)
- Mixed Use - West (MU-W)
- Mixed Use - Dixie Highway (MU-DIXIE)
- Mixed Use - Federal Highway (MU-FH)
- Transit Oriented Development East (TOD-E)
- Transit Oriented Development West (TOD-W)
- Industrial - Park of Commerce (I-POC)
- Artisanal Industrial (AI)
- Neighborhood Commercial (NC)
- Beach and Casino (BAC)
- Public (P)
- Public Recreation and Open Space (PROS)
- Conservation (CON)

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

CITY OF LAKE WORTH
301 College Street ·Lake Worth, Florida 33460 ·Phone: 561-586-1710

AGENDA DATE: September 1, 2015 Regular Meeting **DEPARTMENT:** Water Utilities

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EXECUTIVE BRIEF

TITLE:
Change Order No. 1 with Johnson-Davis, Inc. for additional time on the Regional Wastewater Forcemain Air Release Valve Replacement project

SUMMARY:
The Final Change Order will decrease the contract price by $61,069.70, and increase the contract time by 97 calendar days, as necessary to complete the manhole lining for the Regional Wastewater Forcemain Air Release Valve Replacement project.

BACKGROUND AND JUSTIFICATION:
Johnson-Davis, Inc. was awarded the construction of the Regional Wastewater Forcemain Air Release Valve Replacement project in August 2014. The Notice to Proceed was issued for October 20, 2014. The date for final completion was scheduled to be April 18, 2015. The contract was delayed due to a change in the manhole lining material requirements, as directed by the City. The construction is now complete.

MOTION:
I move to approve/disapprove Change Order No. 1 with Johnson-Davis, Inc. for the Regional Wastewater Forcemain Air Release Valve Replacement project.

Attachments
1) Fiscal Analysis
2) Contractor Change Order request

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	(-)61,069.70	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	(-)61,069.70	0	$0	$0	$0

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

B. Recommended Source of Funds/Summary of Fiscal Impact

This change order results in a **credit** of $61,069.70 to the City in the Regional Sewer Capital Account no. 406-7490-535.62-20.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2014 Forecast	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
406-7490-535.62-20	Regional Sewer CIP	RS-1401	$710,000	N/A	$0	N/A	$61,069.70

C. Fiscal Review:

Larry Johnson – Director
Monica Shaner –Engineer

WATER UTILITIES DEPARTMENT

301 College Street · Lake Worth, Florida 33460 · Phone: 561-586-1710

CHANGE ORDER

Project Number/ Name: **UT-WT-13-14-105**
Regional Wastewater Forcemain Air Release Valve Replacement

Contractor: **Johnson-Davis, Inc.**

Change Order Number: **001-Final**

Change Order Effective Date: **Contractor Phone:** (561) 588-1170

Change Order Type: Decrease Contract Price and Increase Contract Time

Existing Purchase Order Number: 169567

Description of Change: Decrease in Contract Price based on adjustment of actual quantities installed and increase Contract Time. See attached Change Order No. 1 – Final Summary

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Price of Original Contract: $573,000.00

Current Price of Contract (including Change Orders): $573,000.00

Price of Current Change Order: ($61,069.70)

New Contract Price: $511,930.30

Basis of Price Change: _X_ Unit Price ___ Time & Material ___ Lump Sum

Contract Time Change:

___ No Change _X_ Extended ____ Decreased by 97 calendar days

The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. The CONTRACTOR hereby releases the OWNER from any and all liability, including any and all claims, including but not limited to requests for equitable adjustment, which it may have as of the date of this CHANGE ORDER.

CITY OF LAKE WORTH, FLORIDA

By: _____
Mayor Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ FOR
Glen J. Torcivia, City Attorney

CONTRACTOR: Johnson-Davis, Inc.

By: _____

[Corporate Seal]

Print Name: Robert A Hopler

Title: Vice president

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 6th day of August, 2015 by Robert A Hopler, as Vice president, of Johnson-Davis, Inc., a Florida corporation, and who is personally known to me or who has produced the following personally known as identification.

Notary Public _____

Print Name: Yamileth Hoffman

YAMILETH HOFFMAN
MY COMMISSION # EE206591
EXPIRES: June 10, 2016

My commission expires: 6/10/16.

I:\lwu_\lwu_arvp\b0048.01\co01-jlcm.doc.docx

Change Order No. 1 - Final Summary
for
Regional Wastewater Forcemain ARV Replacement

Contract Price Change		
Item	**Description**	**Amount Increase/ (Decrease)**
1	General Allowance Balance - Credit	$ (15,669.70)
2	Delete Item C.1. - Wet Tap Connection to Existing PCCP Forcemain	$ (39,000.00)
3	Delete Item C.2. - Furnish Utility Crew and Equipment	$ (6,400.00)
Change Order No. 1 - Final Total		**$ (61,069.70)**

Contract Time Change		
Item	**Description**	**Days Increase**
1	Original Contract Completion Date	April 18, 2015
2	Additional Days included with this Change Order	97
3	**Change Order 1 Final Completion Date**	**July 24, 2015**

JOHNSON-DAVIS INC.
Contractors
604 HILLBRATH DRIVE
LANTANA, FL 33462-1694
PHONE: 561-588-1170 FAX: 561-585-5252
CU-C043087

August 3, 2015

Mock, Roos & Associates, Inc.
5720 Corporate Way
West Palm Beach, FL 33407

Attn: John Leemon:

Subject: Lake Worth Force Main Rehab Project
Inside Coating between Agru-Liner & Casting

Dear John:

This letter is sent in regards to coating the inside of the ARV structures between the Agru-liner and the castings. On the original plans it called for Agru-Liner directly up overlapped on the casting and welded directly to the casting. At one of our first meetings and walk through of the site we had mentioned from our past experience this could be an issue.

After the start of the project I had set up a meeting with your Engineering Inspector (Tiger) and the Agru-Liner Installers. The problem encountered was the Agru-Liner Certified Installer would not warranty welding onto the casting. They stated it may adhere for a while but would most likely break free as time went on. At this point Johnson-Davis, and Mock Roos would both look into alternate methods to complete the work. I had conferred with other municipalities and come up with a few different scenarios over the next few months. These scenarios were not accepted so we moved on to alternate methods. Finally you had mentioned and acceptable coating would be using either "Supercoat" or the "Global Refratta Coating". I was now able to choose "Global Refratta" and set them up to complete the coating of the ARV's.

After all said and done the additional time required 97 contract days. Due to the above unusual circumstances, I would like to ask for 97 additional days added to our contract. If you have any further questions please don't hesitate to ask.

Regards,

Walter Pfaffenberger,
Project Manager

CITY OF LAKE WORTH

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

AGENDA DATE: September 1, 2015, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Agreement with Image Janitorial Services, Inc. for city-wide janitorial services

SUMMARY:
This Agreement will provide for custodial services in various City owned buildings.

BACKGROUND AND JUSTIFICATION:
In a continued effort to maintain sanitary and clean city-owned office and indoor public spaces, the City's Public Services Department utilizes the services of highly qualified and experienced custodial service vendors. The current contracted vendor, Image Janitorial Services, has been under contract with the City since 2012 and their contract is set to expire on September 30, 2015.

The City accepted proposals for IFB#15-111 on July 15, 2015 at 3pm and after full review of all of the bid submittals, it was determined that Image Janitorial Services was the lowest, most responsible, and responsive bidder. A total of 13 proposals were submitted.

The total dollar amount of the Custodial Services contract is $84,480.00 and the contract is for an initial one year term with the ability for two renewals, for a total possible contract length of three years. Staff is recommending award of the contract to Image Janitorial Services.

MOTION:
I motion to approve / not approve an agreement with Image Janitorial Services, Inc. for city-wide custodial services pending the approval of the Fiscal Year 2016 budget.

ATTACHMENT(S):
Fiscal Impact Analysis
IFB#15-111 Bid Tabulation
Image Janitorial Services – Bid submittal
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	0	84,480	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	84,480	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:

Pub Services / Gen Government

Account Number	Account Description	Pending FY2016 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
001-5062-519.34-50	Contractual Services / Other Contract. Serv.	56,748	N/A	56,748	56,748	0
410-5081-534.34-50	Contractual Services / Other Contract. Serv.	390	N/A	390	390	0
410-5082-534.34-50	Contractual Services / Other Contract. Serv.	390	N/A	390	390	0
410-5083-534.34-50	Contractual Services / Other Contract. Serv.	390	N/A	390	390	0
408-5090-538.34-50	Contractual Services / Other Contract. Serv.	390	N/A	390	390	0

Water Utilities

Account Number	Account Description	Pending FY2016 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
402-7034-533.34-50	Contractual Services / Other Contract. Serv.	2,544	N/A	2,544	2,544	0
402-7022-533.34-50	Contractual Services / Other Contract. Serv.	2,484	N/A	2,484	2,484	0

Electric Utilities

Account Number	Account Description	Pending FY2016 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
195-6015-531.34-50	Contractual Services / Other Contract. Serv.	2,430	N/A	2,430	2,430	0
401-6010-531.34-50	Contractual Services / Other Contract. Serv.	2,430	N/A	2,430	2,430	0
401-6020-531.34-50	Contractual Services / Other Contract. Serv.	2,430	N/A	2,430	2,430	0
401-6034-531.34-50	Contractual Services / Other Contract. Serv.	2,430	N/A	2,430	2,430	0
401-6033-531.34-50	Contractual Services / Other Contract. Serv.	2,544	N/A	2,544	2,544	0

Leisure Services

Account Number	Account Description	Pending FY2016 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
404-8030-575.34-50	Contractual Services / Other Contract. Serv.	8,880	N/A	8,880	8,880	0

C. Department Fiscal Review: __JB__

City of Lake Worth

BID TABULATION - IFB 15-111 CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS

Bid Opening: July 15, 2015 at 3:00 PM

Description	All N Professional Services, Inc.	American Janitorial, Inc. (AJI)	Chi-Ada Corporation	Crystal Building Maintenance	Honor Cleaning, LLC	Image Janitorial Services, Inc.	Palm Beach Habilitation Center	Squeaky Clean Janitorial Systems, Inc.	Stockton Maintenance Group	Tony Taylor Complete Janitorial Service	United Services, Inc.	United States Service Industries, Inc. (USSI)	Vazza Cleaning Corp.
1 original and 2 copies	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
B1	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
B2 Signed	Yes	Yes	Yes	Yes	Yes	Not signed (pg. 2 missing)	Yes	Not signed	Yes	Yes	Yes	Yes	Yes
B2 Bid Amount	**$ 112,320.00**	**$ 126,225.96**	**$ 8,697.80**	**$ 12,802.00**	**$ 85,380.00**	**$ 6,790.00**	**$ 94,255.81**	**$ 165,374.64**	**$ 91,341.19**	**$ 74,400.00**	**$ 130,227.42**	**$ 9,904.22**	**$ 120,304.80**
Annual or Monthly Amount BASED ON ABOVE BID AMOUNT FROM B2	**$ 9,360.00**	**$ 10,518.83**	**$ 104,373.60**	**$ 153,624.00**	**$ 7,115.00**	**$ 81,480.00**	**$ 7,854.65**	**$ 13,781.22**	**$ 7,611.76**	**$ 6,200.00**	**$ 10,852.28**	**$ 118,850.64**	**$ 10,025.40**
B3 Revised Signed	Yes	Yes	Yes	No, original B3 submitted	Yes	Yes	Yes	Yes	Yes	No, original B3 submitted	No, original B3 submitted	Yes	Yes
Location #1 City Hall	$ 765.00	$ 1,131.67	$ 1,298.98	$ 915.00	$ 850.00	$ 1,290.00	$ 651.96	$ 1,167.90	$ 634.32	$ 375.00	$ 1,037.50	$ 955.87	$ 1,039.36
#2 City Hall Annex	$ 500.00	$ 1,142.21	$ 1,159.79	$ 911.00	$ 850.00	$ 490.00	$ 686.80	$ 1,557.20	$ 635.47	$ 567.00	$ 1,059.38	$ 815.14	$ 1,061.28
#3 Public Safety Complex	$ 500.00	$ 2,379.38	$ 1,725.00	$ 2,544.00	$ 1,100.00	$ 1,240.00	$ 1,717.24	$ 1,946.50	$ 1,523.40	$ 730.50	$ 2,315.84	$ 1,382.44	$ 2,320.00
#4 Shuffleboard Courts	$ 500.00	$ 394.91	$ 421.85	$ 795.00	$ 275.00	$ 233.00	$ 537.75	$ 389.30	$ 253.88	$ 375.00	$ 471.15	$ 414.61	$ 198.40
#5 Public Services Admin. Trailers	$ 300.00	$ 158.40	$ 174.00	$ 447.00	$ 160.00	$ 290.00	$ 157.19	$ 389.30	$ 253.88	$ 325.00	$ 110.20	$ 209.60	$ 108.00
#6 Public Library	$ 765.00	$ 840.61	$ 583.71	$ 1,005.00	$ 530.00	$ 340.00	$ 760.65	$ 953.79	$ 677.02	$ 395.00	$ 651.95	$ 989.53	$ 653.12
#7 Wimbley Gymnasium	$ 300.00	$ 133.15	$ 153.00	$ 284.00	$ 140.00	$ 170.00	$ 153.37	$ 272.51	$ 253.88	$ 390.00	$ 112.44	$ 300.40	$ 83.84
#8 Osborne Center	$ 500.00	$ 671.02	$ 339.32	$ 916.00	$ 450.00	$ 340.00	$ 537.18	$ 1,090.04	$ 380.88	$ 370.00	$ 518.51	$ 696.14	$ 519.44
#9 For the Children Building	$ 500.00	$ 199.26	$ 275.15	$ 419.00	$ 295.00	$ 190.00	$ 108.85	$ 545.02	$ 253.88	$ 387.50	$ 167.70	$ 300.40	$ 168.00
#10 Utilities Complex	$ 765.00	$ 659.40	$ 680.00	$ 1,154.00	$ 445.00	$ 320.00	$ 640.92	$ 681.28	$ 507.76	$ 425.00	$ 712.96	$ 518.98	$ 714.24
#11 Golf Course Pro Shop & Clubhouse	$ 765.00	$ 1,154.81	$ 489.00	$ 1,238.00	$ 445.00	$ 490.00	$ 376.49	$ 1,090.04	$ 713.93	$ 390.00	$ 429.87	$ 1,464.49	$ 430.64
#12 PS Sanitation & Street Divisions	$ 500.00	$ 387.59	$ 200.00	$ 1,053.00	$ 415.00	$ 130.00	$ 412.65	$ 583.95	$ 380.91	$ 330.00	$ 367.34	$ 322.78	$ 368.00
#13 Water Division Trailers	$ 500.00	$ 367.02	$ 153.00	$ 505.00	$ 415.00	$ 212.00	$ 304.79	$ 583.95	$ 380.89	$ 390.00	$ 433.94	$ 325.87	$ 434.72
#14 CRA	$ 300.00	$ 170.40	$ 153.00	$ 221.00	$ 130.00	$ 212.00	$ 107.72	$ 389.30	$ 253.88	$ 325.00	$ 433.94	$ 239.01	$ 135.36
#15 Garage	$ 300.00	$ 163.01	$ 153.00	$ 179.00	$ 130.00	$ 212.00	$ 58.50	$ 389.30	$ 253.88	$ 225.00	$ 40.93	$ 242.33	$ 120.00
#16 Facilities Maintenance Building	$ 300.00	$ 71.89	$ 153.00	$ 216.00	$ 165.00	$ 212.00	$ 60.11	$ 97.33	$ 253.88	$ 200.00	$ 40.93	$ 242.33	$ 75.00
#17 Systems Operations Center	$ 300.00	$ 182.25	$ 153.00		$ 160.00	$ 212.00	$ 201.46	$ 486.63	$ 253.88			$ 242.15	$ 160.00
#18 Water Plant	$ 500.00	$ 311.85	$ 183.00		$ 160.00	$ 207.00	$ 380.99	$ 1,167.90	$ 253.88			$ 242.15	$ 320.00
Alternative #1-Golf Course	$ 500.00	$ 1,786.00	$ 750.00	$ 1,195.00	$ 1,100.00	$ 250.00	$ 527.08	$ 634.60	$ 2,356.83		$ 1,949.72	$ 276.00	$ 816.00
B3 Total	**$ 9,360.00**	**$ 12,304.83**	**$ 9,197.80**	**$ 13,997.00**	**$ 8,215.00**	**$ 7,040.00**	**$ 8,381.70**	**$ 14,415.84**	**$ 10,476.33**	**$ 6,200.00**	**$ 10,854.30**	**$ 10,180.22**	**$ 9,725.40**
B4 Schedule of Subcontractors	Yes	Yes	Yes	Yes	Yes	Blank, not signed	Yes	Yes	Yes	Yes	Yes	Yes	Yes
B5 Contractor Verification Form	Yes	Yes w/att	Yes w/att	Yes w/att	Yes w/att	Yes w/att	Yes w/att	Yes w/att	Yes w/att	Yes w/att	Yes w/att	Yes w/att	Yes w/att
B6 List of References	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
B7 Affidavit of Prime Bidder	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
B8 Drug Free Workplace Certification	Yes	Yes	Yes	Incomplete	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Addendum No. 1 Signed	Yes	Yes	Yes	NO	Yes	Yes	Yes	Yes	Yes	NO	NO	Yes	Yes

City of Lake Worth
FINANCE DEPARTMENT

INVITATION FOR BID

IFB # 15-111

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS

FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1651

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
IFB # 15-111

Bid Submission Deadline

Day/ Date: **July 15, 2015**
Time: 3:00 PM
Location: Finance Office
7 North Dixie Highway
2nd Floor
Lake Worth, FL 33460

Pre-Bid Conference Meeting

Day/ Date: **June 23, 2015**
Time: 9:00 AM
Location: City Hall Conference Room
1st Floor
7 North Dixie Highway
Lake Worth, FL 33460

FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1651

INVITATION FOR BID
IFB # 15-111

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS

The City of Lake Worth is soliciting bids from responsible and experienced companies to perform custodial services at City owned buildings. The scope of work is described in Exhibit A "Scope of Services".

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 Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00 PM on Wednesday, July 15, 2015**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Finance 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.

A Pre-Bid meeting is scheduled for **Tuesday, June 23, 2015 at 9:00 AM** located at City Hall, City Hall Conference Room, First Floor, 7 North Dixie Highway, Lake Worth, FL 33460.

All bids must be delivered or mailed to:

City of Lake Worth
Finance Office – 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # 15-111. Business participation is strongly encouraged.

Hirut Darge, Purchasing Agent

PUBLISH: West Palm Beach Post
June 7, 2015

SECTION 1 – SCOPE OF WORK AND TENTATIVE BID SCHEDULE

CUSTODIAL SERVICES AT CITY OWNED BUILDINGS
IFB #15-111

The City of Lake Worth is soliciting bids from responsible and experienced companies to perform custodial services at City owned buildings. The scope of work is described in Exhibit A "Scope of Services".

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
Pre-Bid Meeting	June 23, 2015, 9:00 AM
Final Questions Due	June 26, 2015, 3:00 PM
Addenda Published	July 1, 2015, 3:00 PM
Proposals Due	**July 15, 2015, 3:00 PM**

SECTION 2 – SPECIAL TERMS

1. **Licenses**

Proposers shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for services to be rendered
- Statement or proof of required insurance; and,

- 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.

2. **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".

END OF SECTION 2 - SPECIAL TERMS

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 two (2) 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
Finance 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 Finance 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 Bid
B3 Schedule of Bid Items
B4 Schedule of Subcontractors
B5 Contractor Verification
B6 List of References
B7 Affidavit of Prime Bidder Re Non-Collusions
B8 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.

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
City of Lake Worth, Finance Office
7 N. Dixie Hwy.
Lake Worth, FL 33460
E-mail: hdarge@lakeworth.org
(561) 586-1654

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 Finance 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.

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 Finance 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 ay 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.

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 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 - SCOPE OF SERVICES

PURPOSE

The purpose of this IFB is to solicit bids for the provision of an Annual Contract for Custodial Services for City Owned Buildings. (*Subsequent to Contract award and prior to the commencement of work, the winning Bidder will be required to include a timetable acceptable to the City of Lake Worth, detailing the annual schedule of custodial services which will be performed, reflecting timeframes based on the frequency's applicable to each service as described below).*

The **City of Lake Worth** will not be responsible for a contractor's misunderstanding regarding the types of services being requested, nor the areas which need to be maintained. Monthly reports must be submitted to the City's project manager and shall include a list of work provided with dates and the condition of the various areas.

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

Location #1
City Hall
7 North Dixie Highway
Tile: 1,140 S/F, Carpet: 11,852 S/F, Number of bathrooms – 4
*Paper towels will need to be provided in the Break Room (2nd floor)

Location #2
City Hall Annex
414 Lake Avenue
Tile: 2,684 S/F, Carpet: 10,582 S/F, 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 S/F, Carpet: 21000 S/F, Number of bathrooms – 10
*** Staff must be able to pass PBSO background check prior to entering building**

Location #4
City of Lake Worth Shuffleboard Courts Building
1121 Lucerne Avenue
Tile: 5,900 S/F, Carpet: -0-, Number of bathrooms - 3

Location #5
Public Services Administration Trailers
1749 3rd Avenue South
Tile: 1,050 S/F, Carpet: 330 S/F, Number of bathrooms - 3

Location #6
City of Lake Worth Public Library
15 North M. Street
Tile: 8,164 S/F, Carpet: -0-, Number of bathrooms – 5
Flooring requires 3 days/week, Restrooms 4 days/week

Location #7
City of Lake Worth Wimbley Gymnasium
1515 Wingfield Street
Tile: 1,408 S/F, Tile, Number of bathrooms – 2
Flooring requires 3 days/week

Location #8
City of Lake Worth Osborne Center
1699 Wingfield Street
Tile: 5,773 S/F, Carpet: 720 S/F, Number of bathrooms – 2
*Bathrooms require 4 days/week, Flooring requires 3 days/week

Location #9
For the Children Building
1701 Wingfield Street
Carpet: 2,000 SF, Tile: 100 S/F, 1 Bathroom
*Bathrooms require 3 days a week, Flooring requires 3 days a week
*Requires morning service prior to noon

Location #10
City of Lake Worth Utilities Complex
1900 2nd Avenue North
Tile: 4,452 S/F, Carpet: 4,476 S/F, Number of bathrooms – 5
*Paper towels will need to be provided in the Break Room

Location #11
City of Lake Worth Golf Course Pro Shop and Clubhouse
1 7th Avenue North
Tile: 526 S/F, Carpet: 4,857 S/F, 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 #12
CLW Public Services Sanitation & Street Divisions
1880 2nd Avenue North
Tile: 4,600 S/F, Carpet: -0-, Number of bathrooms - 2

Location # 13
CLW Utilities Water Division Trailers
1880 2nd Avenue North
Tile: 150 S/F, Carpet: 5,284 S/F-, Number of bathrooms - 4

Location #14
Community Redevelopment Agency Building
29 South J Street
Tile: -0-, Carpet: 1,692 S/F, Number of bathrooms – 2

Location #15
City Garage
1749 3rd Avenue South
Number of bathrooms – 3

Location #16
Facilities Maintenance Building
1749 3rd Avenue South
Tile: 500 S/F
Number of bathrooms - 1

B) Scheduled maintenance (requirements and application rates):

Tile Floors:

a) Strip and wax twice each year (January and June)

b) Buff every six months (April and September)

c) Sweep / mop twice each week unless otherwise noted

Carpet:

a) Vacuum twice each week unless otherwise noted

b) Steam clean annually (May)

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:

Cleaned as needed.

Trash:

Please provide for trash and recycling removal at each location from both:

A: Common areas
B: Office areas

Alternative #1 – Golf Course:

Please provide an Alternative for the following additional services at the golf course above and beyond the cost that will be provided for Location #11 above:

a) 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.

b) 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.

c) 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

d) 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.

e) 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.

f) 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.

g) Stainless and Chrome

Shall be polished with appropriate polish on a weekly basis.

h) Deodorizer

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

i) Glass

Include exterior cleaning as well as interior.

END OF EXHIBIT A - SCOPE OF SERVICES

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.

(B1)

BID PACKAGE COVER SHEET

IFB # 15-111	**PROJECT TITLE: CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS**

Bidder Company Name:
……

Enclose the following documents:

_____ 1. Bid Package Cover Sheet (B1)

_____ 2. Bid (B2) **Must be signed**

_____ 3. Schedule of Bid Items (B3) **Must be signed**

_____ 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. List of References (B6)

_____ 7. Affidavit of Prime Bidder Re Non-collusion (B7)

_____ 8. Drug Free Certification (B8)

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 (2) 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.

BID

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
IFB # 15-111

Proposal of: _____
(Bidder Name)

Bid Amount: $_____

_____
(Write Dollar Figure Here)

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. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

9. The City reserves the right to select and include one or more alternates in the Project and work.

10. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name *Address*

_____

_____

11. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name *Address*

_____

_____

12. 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.

13. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

14. By signing and submitting this bid, Bidder represents that all Bid Forms are fully complete and accurate.

15. 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: _____

<u>Failure to fully complete and sign this bid form may result in rejection of the bid.</u>

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
IFB# 15-111

SCHEDULE OF BID ITEMS

In accordance with the scope of work and specifications noted in this IFB document, following are the fixed prices to provide all required services.

RATES PER SCOPE OF SERVICES:

ITEM	UNIT	RATE
LOCATION #1	MTH	$
LOCATION #2	MTH	$
LOCATION #3	MTH	$
LOCATION #4	MTH	$
LOCATION #5	MTH	$
LOCATION #6	MTH	$
LOCATION #7	MTH	$
LOCATION #8	MTH	$
LOCATION #9	MTH	$
LOCATION #10	MTH	$
LOCATION #11	MTH	$
LOCATION #12	MTH	$
LOCATION #13	MTH	$
LOCATION #14	MTH	$
LOCATION #15	MTH	$
LOCATION #16	MTH	$
Alternative #1 – Golf Course	MTH	$

Name of Bidder: _____

Address: _____ ST_____ Zip_____

Phone: (_____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
IFB # 15-111

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 subcontractor performing any work.

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
IFB # 15-111

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.

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
IFB # 15-111

LIST OF REFERENCES

1. Owner's Name & Address: _____

_____

Project: _____

Contact Person: _____

Telephone: ( ) _____ Fax: ( )_____ E-Mail: _____

2. Owner's Name & Address: _____

_____

Project: _____

Contact Person: _____

Telephone: ( ) _____ Fax: ( )_____ E-Mail: _____

3. Owner's Name & Address: _____

_____

Project: _____

Contact Person: _____

Telephone: ( ) _____ Fax: ( )_____ E-Mail: _____

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
IFB# 15-111

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 _____, 2015 by _____, who is _____ (title) of _____ and who is personally known to me or who has produced _____ as identification.

_____
Notary Public

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
IFB# 15-111

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

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

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

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidders Authorized Signature

Print Name: _____

_____
Date

814 14th Street
Lake Park, Fl 33403-2354
(561) 844-8778 • Fax (561) 844-8986
Janitorial Services meeting your needs, exceeding your expectations

NAME:	**IMAGE JANITORIAL SERVICES, INC**
CONTACT PERSON:	**TIMOTHY B. WILSON**
ADDRESS:	**814 14TH ST** **LAKE PARK, FL 33403**
PHONE NUMBER:	**561-844-8778**
FAX NUMBER	**561-844-8986**
WEBSITE:	**WWW.IMAGECOMPANIES.COM**
EMAIL:	**TWILSON@IMAGECOMPANIES.COM**
SUBJECT:	**The City of Lake Worth** **7 N. Dixie Highway** **Lake Worth, Fl 33460** **City of Lake Worth Buildings** **"Janitorial Services"** **IFB # 15-111**

COPY

814 14th Street
Lake Park, Fl 33403-2354
(561) 844-8778 • Fax (561) 844-8986

Janitorial Services meeting your needs, exceeding your expectations

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TAB 4	CERTIFICATES OF INSURANCE
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PHONE NUMBER:	**561-844-8778**
FAX NUMBER	**561-844-8986**
WEBSITE:	**WWW.IMAGECOMPANIES.COM**
EMAIL:	**TWILSON@IMAGECOMPANIES.COM**
SUBJECT:	**The City of Lake Worth** **7 N. Dixie Highway** **Lake Worth, Fl 33460** **City of Lake Worth Buildings** **"Janitorial Services"** **IFB # 15-111**

814 14th Street
Lake Park, Fl 33403-2354
(561) 844-8778 • Fax (561) 844-8986

Janitorial Services meeting your needs, exceeding your expectations

STATEMENT OF QUALIFICATIONS

It is our goal to provide exceptional services to all our clients. We call this goal "The Goal Standard" Image Companies strives to provide customers and employees a unique opportunity; a forward looking company with an emphasis on an old fashion idea: Service.

We strongly believe in mutual respect, high expectations, enthusiasm for life and strong family values. We believe these virtues bring out the best in everyone. Through a strong relationship built on communication and a commitment to these ideals.

Image Janitorial, its customers and employees will reap the benefits of the Gold Standard.

We began as a small family owned operated business in 1987 and have grown to be the multifaceted full service company we are today. Over the years we have established and refined our business model, we constantly refine and improve our systems and service by patient observation, rapid response to customer needs and by remaining open to customer and employee recommendations.

Our goal of complete customer satisfaction has led us to increase our services to meet the ever expanding needs of our customers.

Image Companies responded with certification through:

BOMA – Building Owners and Managers Association
BSCAI - Building Service Contractors Association International
IICRC - Institute of Inspection Cleaning & Restoration Certification

There certifications gave us the knowledge and the tools to respond to our customers requests with the level of service they have come to expect from our company.

Why Image Janitorial Services?
Fervently Customer Driven
Your Property Management partner
Ready to serve you instantaneously
Utterly devoted to quality
Leaders in promoting indoor air quality and fighting sick building syndrome
Locally owned and managed
A strongly people-oriented company

If we are chosen as your service provider, Image Companies guarantees your facilities spaces will be brought to the highest level possible, this will include implementing a thorough initial cleaning and floor services.

Thank you for your time and consideration. Image Companies looks forward to the opportunity of becoming your facility maintenance partner in the future.

MANAGEMENT PLAN WORKING WITH THE CITY OF LAKE WORTH

Timothy B. Wilson - Owner/President
Overlooking the normal day to day performance of every client and employee

Daniel Perez - Area Manager
In charge of performing continuously inspections to the facilities, visiting The City of North Miami representative to obtain a feedback on our performance and to obtain all concerns and issues that need to be handled immediately by our staff and QC Managers. The Area Manager will report any and all concerns to Image office.

Yaneisy Valdes – Operations Administrator
In charge of all facilities and the continuous support between The City of Lake Worth and Image Companies, in charge of proper communication and reports of complaints, service tickets, requests and any additional service from The City of Lake Worth

Guillermo Rosario -Accounting
In charge of AP-AR; this contact person will be involved directly with The City of Lake Worth Accounts Payable and Receivable and billing every month.

Javier Morales – Inventory Control
In charge of supplying and maintaining all the cleaning equipment working properly, to be delivered on time to the jobsite, person in charge of filling up the Supply Request sent by our cleaning staff and or Supervisors and assuring delivery on time. At the same time while on the jobsite this person will inspect the janitorial closets to assure cleanliness, supplies and chemicals in order, MSDS onsite.

rge Mendez; Estevian Georges; Benjamin Jaques – Specialty Services
In charge of traveling to every job location when a Work Ticket is issued with clear instructions to complete: carpet cleaning, VCT Floors strip and recoated; steam cleaning of floors, etc.

All communication from client and Image Companies, Inc. will be conducted as follows:

1) Email from the client to OperationsClerk@Imagecompanies.com . This email is delivered to the following persons at Image Companies, Inc.
    a) Tim Wilson / Owner
    b) Yani Valdes / Operations Manager
    c) Daniel Perez / Account Manager

    The contact will be within the next 30 minutes of receipt of the email to follow up via phone call with the client and to obtain all the details from the complaint or request.
    The Operations Manger will immediately create a Work Ticket in our Win-Team Software to document the request or complaint from client. This Work Ticket is delivered via email and in person to the Account Manager every day at 5 pm in the Operations Meeting held at the office and every ticket is expected to be resolved every night and a follow up call or visit to the property is expected the next morning by the Account Manager.
    Work Tickets are also sent to the Onsite Supervisors at the jobsite for its completion and every Ticket hast to be returned via fax every night to headquarters office with a signature of responsibility form the Supervisor acknowledging completion of the job.

image COMPANIES

Janitorial Services meeting your needs, exceeding your expectations

Providing *quality dependable services since 1987*

North Palm Beach County Chamber of Commerce

BSCAI MEMBER Building Service Contractors Association International

INSTITUTE of INSPECTION CLEANING and RESTORATION CERTIFICATION

Our Mission

It is our goal to provide exceptional services to all our clients.
We call this goal
The Gold Standard.

Image Janitorial Services strives to provide customers and employees a unique opportunity;
A forward looking company with an emphasis on an old fashioned idea:
Service.

We strongly believe in mutual respect, high expectations, enthusiasm for life and strong family values.
We believe these virtues bring out the best in everyone.
Through a strong relationship built on communication and a commitment to these ideals
Image Janitorial, its customers and employees will reap the benefits of the
Gold Standard.

Company History

Image Janitorial Services was started, as were many other businesses, because there was a lack of quality service providers in Palm Beach County. We began as a small family owned and operated business in 1987 and have grown to the multi-facetted full service company we are today.

Over the years we have established and refined our business model, taking as our guide the dictionary definition of the Cosmos: " A self-inclusive system characterized by order and harmony amid complexity and detail ". We constantly refine and improve our systems and service by patient observation, rapid response to customer needs, and by remaining open to customer and employee recommendations.

Our goal of complete customer satisfaction has led us to increase our services to meet the ever expanding needs of our customers.

Floor Refinishing — Carpet Maintenance — Porter Services
Water Damage Restoration — Window Washing
Paper Products & Supplies

Image Janitorial responded with certification through:

BSCAI - Building Service Contractors Association International

IICRC - Institute of Inspection Cleaning & Restoration Certification

USGBC - U.S. Green Building Counsil

These certifications gave us the knowledge and the tools to respond to our customers requests with the level of service they have come to expect from our company.

Recently, our customers wanted to streamline office products and common area supplies. Image Companies responded by aggressively pricing your supply needs with next day delivery.

Over the years we have gone from a small family owned business to a full service corporation offering a wide range of products and services to meet customer needs. But one thing remains the same, our commitment to the original idea:

Service: Quality Dependable Services.

Why Image Janitorial Services

Customers since 1987 have selected Image Janitorial Services because we are...

Fervently Customer Driven. When our customers talk we listen. That's why we take whatever steps are necessary to protect your property.

Your property management partner. You trust Image Janitorial with your keys. We in turn apply our expertise to help enhance the professional image that you wish to protect. Beyond the typical buyer-contractor relationship. Working together to achieve a common goal with honesty, integrity and fairness in everything we do.

Ready to serve you instantaneously. 24 hours a day, 365 days a year, no matter when or what the emergency, we are here for you. Think of us as the "911" of property services.

Utterly devoted to quality. Image Janitorial quality assurance is second-to-none, with each job checked by our quality assurance managers and in addition, periodically checked by Timothy Wilson, owner of Image Janitorial Services. The results of these inspections—good, bad or indifferent are available to you.

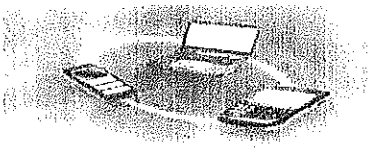
Leaders in promoting indoor air quality and fighting sick building syndrome. We understand these issues and act in our customers best interests.

Locally owned and managed. Our management and supervision is local enabling management to respond quickly and efficiently to your needs. No longer are issues shuffled to a remote management.

A strongly people-oriented company. Our employees work longer hours, make more money, are more satisfied and deliver increased productivity with lower absenteeism and lower turnover than their peers. This gives us a higher quality work force leading to greater customer satisfaction.

Communications and Responsiveness

Image Janitorial believes that a successful company is one that responds promptly and efficiently. All service requests, including special service requests, are logged into our specialized ticketing system which then directs on site prompt action. We encourage two-way communication and we have the personnel and systems to facilitate this, so please feel free to email us at operationsclerk@imagecompanies.com. The benefits to you are improved communications between you and/or your tenants and Image Janitorial Services, which can increase customer satisfaction.



TeleTeam: A powerful, state of the art, integrated telephone time and attendance system assist your organization and ours to increase operational efficiency by reducing costs and improving communications between our supervisors and employees. TeleTeam is a fully integrated automated telephone timekeeping system that verifies employee presence at job sites.

Caller ID: The system uses Caller ID to identify the location from which the call is made. In the unlikely event a call is made from a number that does not match a valid job site, it flags the call and notifies the supervisor immediately.

Communication: The system provides a link from workers to supervisors with a voice messaging system ensuring your needs are promptly met.

Paging: Our unique paging capabilities ensure fast and efficient communications between staff and supervisors ensuring problems are efficiently identified and solved.

Customer Communications

Voice Mail: Your account representatives have dedicated extensions for 24 hour emergency access. Leave a message & a page is sent notifying receipt of your important call.

E-Mail: We are always accessible by e-mail. Your concerns can be handled directly & personally by sending e-mail to your representative.

Website: More information is available on-line. Please visit us on the web at www.imagecompanies.com.

Emergencies: We have satellite phones for key management, so we can respond quickly to your dire needs.

Image Janitorial Services - Staffing

We're your partner in building management. We'll work with you to make sure your building is clean and orderly. Our people are well trained, trustworthy, and our management is well organized. We'll do the job right, on time, and on budget.

We interview and thoroughly screen candidates for ability, character and temperament. We consider only those candidates with proper work credentials based on satisfactory work history of previous and present employers as well as qualifications. We verify all employees through local and statewide background checks via the Florida Department of Law Enforcement, The Division of Motor Vehicles, The Florida Division of Workers Compensation and The Department of Homeland Security and its E–Verfication System. We are knowledgeable in matters affecting the hiring of personnel, including naturalization and immigration laws.

E-Verify

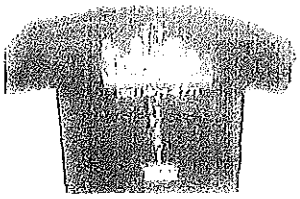
We staff a new building from four sources:

- Existing employees working at the building ONLY if they meet the strict standards of Image Janitorial Services, Inc.

- We find this approach minimizes the learning period. The current contractor's employees, whom we may hire after screening, interviewing , testing and evaluating their performance, will be trained in our techniques and procedures through a required on site classroom training class.

- Current Image Janitorial employees at other locations. We know they do a great job already and have the track record to prove it; and

- Most importantly, we often hire based on referrals by Image Janitorial employees.



All staff is required to wear an Image shirt, an ID badge, khaki pants, a black belt and black OSHA approved shoes.

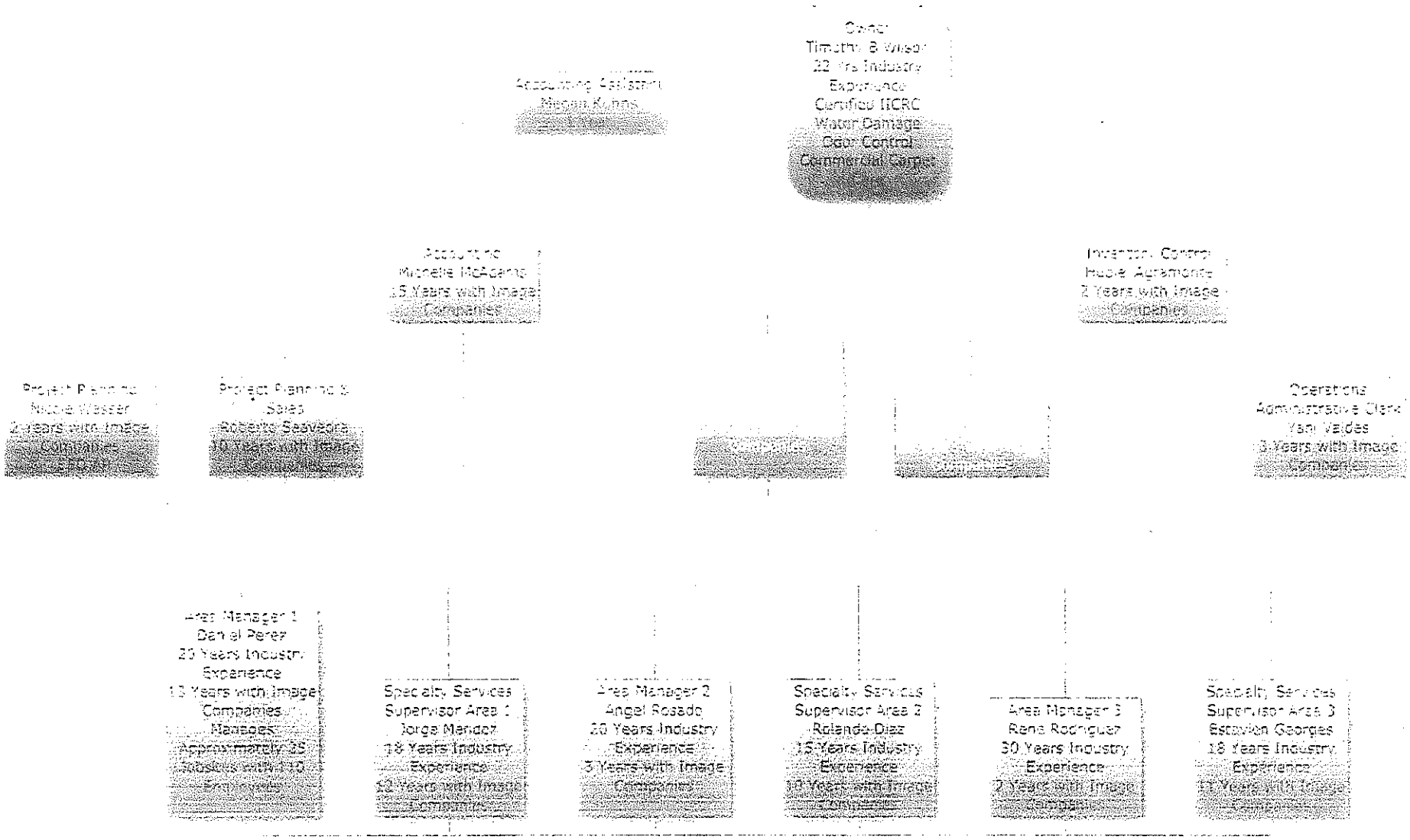


Image Janitorial Services Delivers Organizational Excellence
Meeting your Needs, exceeding your expectations!

Training & Continued Education

All new employees receive in depth training to ensure that the high standards expected by Image Janitorial Services, Inc and its clients are maintained.

Image Janitorial Employee Training Program :

Outlines employee training and ensures no steps are omitted thru classroom training, video training, practical applications, chapter quizzes and a final exam. A mini boot camp for all employees.

Classroom Training:

1. Cleaning methods and specifications.
2. Types of and operation of equipment.
3. Chemicals and their safe use including Material Safety Data Sheets (MSDS), Blood Borne Pathogen Programs.
4. Customer relations.
5. Security Procedures

Testing:

After all employees have successful completed the Classroom training which includes a comprehensive final exam, all employees are then assigned to a jobsite for their continued education.

On site training: Training Continues...

1. New employees are assigned an area, group or task always with an on-site supervisor.
2. The supervisor on site works with and instructs new employees to meet customer specifications.
3. Inspection and oversight is vital to quality training.

Image Janitorial Policy: All employees are issued a handbook and agree to these tried and true policies which are in place for the customer and employees protection. Policies addressed range from Human Resources, discrimination, workers' rights & employers' rights, and customer expectations---to grooming, uniforms, employee reprimands and employee praise. A review of the companies policies can be requested at anytime by the employee and customer alike.

Security Procedures: Paramount to providing quality cleaning is security. A job taken very seriously from the first day of training, to the daily ritual of securing each building at completion of services every night.

There are standards to every job. They are:

1) Designated employee for each job on every visit. Employees are trained at a specific jobsite. Through zone cleaning we can control who is in a specific area.

2) All employees must clock in. Using our state of the art employee tracking system, we can tell who is in the building, what time they started and what time they finished. Through employee voice recognition, we will verify that the designated employee is on-site.

3) Keys are only issued to a supervisor or job leader. These keys are labeled with an Image customer number, not the customer name, for security of the customer.

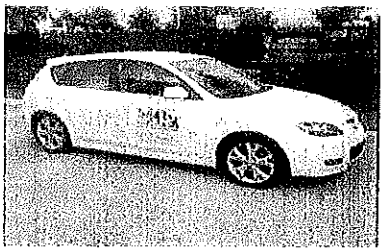
4) Keys may be kept in a designated lockbox on the jobsite (with the customers permission). This is the preferred method of key security storage. Keys will never leave the building as they are locked in a high security lockbox with keys issued only to customer, jobsite supervisor and Image Office. A total of 3 individuals will have access to keys.

5) On Multi-tenant space projects, a tenant checklist is used to secure each space. At the completion of cleaning each space, both supervisor and designated employee for said space lock and record the time. Both supervisor and employee must verify and sign that all information is accurate. A copy is faxed to the Image office and one is left for the customers review. This helps limit unlocked doors. If a pass-card system is implemented in the customers building, the customer will be able to tell if any tenants entered the building after the cleaning service is completed.

FREQUENCY DRIVEN PROGRAMS

Image Janitorial Services is not in the business of playing catch up cleaning. We are in the maintenance business. In order to maintain a high level of service we have provided a program which sets frequencies and set days / dates for service items to be addressed. Each frequency driven item will be set up in the Image Work Ticket System. This ticket identifies and directs staff on the who, what, where, when and why a service is to be done. Our Account Managers use these established systems to keep your buildings clean at all times. We do not wait for any specific item to be dirty, we maintain it at all times.

Supervision

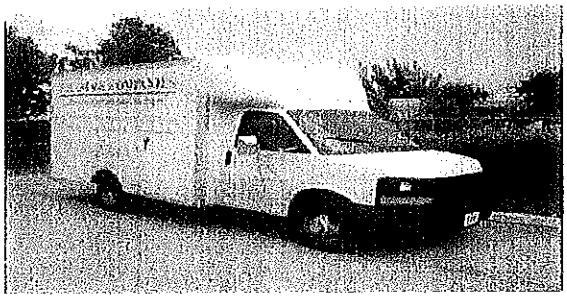


The key to a successful janitorial program is supervision. There are many words for it: Trust but verify, Inspect what you expect etc. Simply put we check our employees. All programs are set up with a Lead janitor for daily excutition and supervision of staff. In addition there will be a permanently assigned Account Manager who will work with Lead and Staff to ensure quality. The Account Manager will also meet with the client on scheduled basis to address client concerns, receive feedback and identify opportunities for service.

All clients will have multiple ways to relay information and re quests.

1-Account Manager Cell Phone
2-Account Manager Email.
3-Image Corporate Office Operations Clerk.
The Operations Clerk works in support of the Account Manager to schedule special services, receive and dispatch client concerns to the Account Manager and ensure clients communications are promptly dealt with. 561-844-8778 Ext 0
4-Clients may also email to correspondence and requests to operationsclerk@imagecompanies.com

Special Projects



Upon occasion, services other than the regularly scheduled janitorial services may be required. Image Janitorial Services, Inc is able to provide many of the special duties that may be required. If additional special services are requested Image Janitorial Services, Inc will provide the work and bill separately from the general maintenance agreement. Prices for additional services will be quoted on request.

Carpet Care

State of the art equipment and knowledgeable technicians can get your carpets clean, even high traffic areas. We can also Scotchguard you upholstery and carpets to help keep them clean.

Floor Refinishing

Linoleum, Vinyl, Marble, and Terrazzo floors can look their very best with a maintenance program the Image Companies. Providing a clean polished look that protects too.

Water Damage Restoration

Rapid state of the art de-flooder, high velocity air movers, ozone machines, commercial grade dehumidifiers. We are an IIICRC - Certified flood restoration firm, which means we are qualified to return your building or office to its pre-loss condition.

Paper Products & Janitorial Supplies

With over 7,000 items in stock it's easy one stop shopping for office, hotel, restaurant and janitorial supplies. We offer fast friendly service with competitive prices to meet your individual needs.

Consulting

With our 20 years of combined experience we can set up in in-house cleaning program for your facility. We can help with technical training of your staff, establish proper labor schedules, increase productivity & help control costs.

You asked. We listened.

Image Janitorial Start-up Plan.

Because we at Image Janitorial are committed to living up to your highest expectations from the first day that we serve you, we have developed a start-up plan that will focus on your needs and requirements.

1. **Prior to start-up meeting:** There may be several priority items or issues that you know of in advance that will require Image Janitorial's attention soon after start-up. To guarantee that we work on your highest priorities first, we suggest a meeting prior to start–up in which you and Image Janitorial together formulate a plan of action to address your most important objectives.

2. **Walk through:** A walk through of the entire facility with you, discussing immediate concerns and problems encountered in the past.

3. **Enhanced communications:** In an effort for continuous improvement Image Janitorial will establish a data communications link between your facility and Image Janitorial. This could enhance daily communications through electronic mail (e-mail). Of course traditional communications are always available.

4. **Friday start:** We recommended that we begin cleaning your facilities on a Friday night. This will give us 2 days to review all areas to ensure your satisfaction.

5. **Over staff/over supervise:** For several days following the night of start-up we will over staff and over supervise the building (at no extra cost to you) to ensure your complete satisfaction.

6. **Regular meetings:** We recommend regular meetings so that our response to your concerns is immediate and effective.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Eastern Insurance Group, Inc.
9570 SW 107 Avenue
Suite 104
Miami FL 33176

CONTACT NAME: David M. Lopez
PHONE (A/C, No, Ext): (305) 595-3323 FAX (A/C, No): (305) 595-7135
E-MAIL ADDRESS: csr@easterninsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ascendant Commercial Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Image Janitorial Services, Inc.
814 14th Street
Lake Park FL 33403

COVERAGES CERTIFICATE NUMBER: Master 14-15 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC-344823-0	1/1/2015	1/1/2016	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
janitorial service

CERTIFICATE HOLDER

City of Lake Worth
7 N. Dixie Hwy.
Lake Worth, FL 33460

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Lopez/ANA

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Express.Com
2005 Vista ParkWay
Suite 200
West Palm Beach FL 33411

CONTACT NAME: Maria Rodriguez
PHONE (A/C, No, Ext): (561) 471-9813 FAX (A/C, No): (561) 471-9818
E-MAIL ADDRESS: becky@insuranceexpress.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Southern Owners Ins Co	10190
INSURER B: Auto-Owners Insurance Company	18988
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Image Janitorial Service Inc
814 14th Street
Lake Park FL 33403

COVERAGES CERTIFICATE NUMBER: CL1532607042 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		72729546	4/1/2015	4/1/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			9698226600	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 2,000
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CITY OF LAKE WORTH IS LISTED AS ADDITIONAL INSURED IN REGARDS TO THE GENERAL LIABILITY

CERTIFICATE HOLDER

CITY OF LAKE WORTH
7 N Dixie Hwy
Lake Worth, FL 33460

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maria Rodriguez/BECKY

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IMAGE JANITORIAL SERVICES, INC.

Chapter 1: Interior Office Building Cleaning

This chapter is devoted to help you understand the theory and practice of professionally cleaning offices as well as other areas of an office building. The routine for cleaning an office can also be applied to lobbies, lounges, conference rooms and office work areas. This manual will define many cleaning concepts which are in active use today in thousands of cleaning companies all over the world. Our goal is to help you work smarter, and not harder! This educational manual is designed to help you save your Valuable time and energy while doing your best job up to professional standards of excellence!

Be A Professional

The material covered in this manual will help you perform your duties in a professional way. Please pay careful attention and if you have any questions, refer them to your Supervisor.

Your Personal Conduct

What you say, what you do, and how others perceive your conduct is an important topic. While on the job, you represent Image Janitorial Services, Inc , the company who is paying you to do the work. As a professional custodian, how you act will either generate respect for you, or may generate negative vibes. We'll show you how to get respect, and be eligible for promotions.

Keys; An Important Responsibility

A primary night responsibility of our company is building security, keys and locks, keeping unauthorized personnel out. Your job supervisor or maybe yourself (depending on the size of the job) will have access to all exterior and interior keys that will admit you into the building.

Report To Work On Time

It's your responsibility to report to work on time. If you can't report to work, you must notify your supervisor six hours in advance.

Find Something Valuable? Turn It In!

Should you find something of value, such as a watch or wallet, which appears to be lost. Turn it over to your supervisor. Your integrity is important. Your honesty will reflect very favorably on your character and impress the customer.

Report Burned Out Light Bulbs

Report burned out bulbs and other malfunctioning items to your supervisor. This is a service to the occupant of the office that will really be appreciated.

Break Something? Report It!

If you ever break anything, be sure to report the incident to your supervisor. Our company realizes that accidents do happen occasionally. It is better to report the broken item to the customer than the customer reported to us it was broken. Failure to report customer damage will lead to an employee reprimand and cost of repair or replacement. You will not be disciplined if you report the breakage to your supervisor. However, you may be disciplined if you do not report it or try to cover it up.

Don't Talk Too Much To Building Occupants

If you happen to meet an "office-person" working late, be cordial and polite. Your greeting should be brief. Never carry on lengthy conversations or gossip. You are a good- will ambassador for us and we are depending on your professionalism in every way.

Don't Smoke!

Needless to say, smoking during work periods is prohibited. Smoking while you clean will only hinder your cleaning efforts. Also, smoking could cause a fire, and then we are all out of work! All smoking is to be done in a designated smoking area.

Don't Drink Alcoholic Beverages'

Our company will not tolerate any drinking of alcoholic beverages, which could cause your discharge. We both have our reputations to protect. Don't Take Drugs if you are found to be an illicit drug user, you will be discharged.

Furnishings For Every Room Cleaned Have A Start Point!

The Seven-Step Cleaning Program For Offices

We will now discuss the seven-step program that you will use in cleaning offices and other rooms inside an office building.

STEP I. Getting Ready To Clean

The first step is: "Getting yourself ready to clean." You should be wearing a clean uniform with name badge for identification purposes.

Check Your Duty List

You will be given a duty list that indicates each job you will perform on your shift. Some of the duties will occur every time you clean. Others will indicate tasks you will perform weekly, monthly and even yearly.

Check With Your Supervisor

Check with your supervisor for any special cleaning instructions before you begin. He or she will describe any special cleaning task you may need to perform in your work area of the building.

Make Sure You Have Necessary Supplies

Make sure you have necessary supplies including a drying cloth and dampened cloth for uses, which will be covered shortly.

Using Cleaning Caddies and Mobile Barrels

Depending on the type of building you will be cleaning; you will work from a cleaning caddy or a mobile barrel. The cleaning caddy consists of a large trash bag, with liners,
and shelves. You will store cleaning supplies and chemicals on the caddy, which you will need to perform the various cleaning duties on your duty sheet. You will need an
assortment of damp cleaning cloths, dry cleaning cloths, a trigger sprayer containing glass cleaner and a another sprayer containing all-purpose cleaner. You will also need a dust wand, vacuum

cleaner, plastic liners, dust mop, wet mop, and wringer bucket set-up. Your supervisor will help you determine the supply items you will need for your assignment.

Using Mobile Barrels
In some buildings, in place of the cleaning caddy, you will use a large Waste mobile or Barrel on wheels. You will insert a small tray in one side of the top of the barrel to hold your cleaning supplies. You will be told of the type of system you will use in your building.

Work In Logical Patterns
As a janitorial professional, you'll want to work in logical patterns, so as not to miss a room. Using pattern cleaning will save you time and energy and reduce the likelihood of missing an area. At the start of your shift, you will move out with a plan that starts with a fully stocked cleaning cart.

Unlock Door, Turn On Room Lights
Unlock the door of your work area, turn on the lights and move your equipment inside. Now, lock the door from the inside for your personal security.

A Cluttered, Well Occupied Office Is No Problem
Our systematic professional approach will help you clean any office. This is true regardless of its use during the day, or its level of dust or scattered debris. Most offices that you will clean will look slightly used, and be easy to clean.

STEP 2. Empty Ashtrays & Discard Paper Debris

Step two calls for emptying ashtrays and the pick-up and discarding of paper debris. To clean an ashtray, you should grasp it from the top. Arch your hand over the top of ashtrays, and lift it for cleaning. The palm of your hand is sensitive and will warn you of any smoldering materials that could cause a fire in your trash bag.

Empty Only Cold Ashtray Contents
Empty ONLY cold ashtrays into your trash container. Hold the ashtray well into the trash container before you upend it. This will minimize the spread of ashes into the air.

Empty Smoldering Ashtray Contents Into Metal Container
If the contents of the ashtray are warm or smoldering, empty it into a separate metal container filled partially with water. Fire is always a danger, and you must do your part to prevent fire from ever happening.

Cleaning Ashtrays
Wipe the ashtray clean with your damp cloth of smoke, stains and tar. The damp cleaning cloth that you use to wipe ashtrays should only be used for that purpose. Other procedures you will learn in this manual also call for the use of a damp cleaning cloth. The ashtray cloth should only be used for that purpose.

Replace Ashtrays Exactly Where You Find Them
Remember to replace ashtrays exactly where you found them on the desk or other furniture. The person who occupies the office you are cleaning will appreciate your consideration.

Sand Urns Need Daily Attention
Sand urns must be cleared of debris and ashes with the use of a sifter every day. Some new sand will have to be added from time to time. Check for the frequency with your supervisor.

Pick Up Disposable Trash
Used disposable cups and other paper debris should be discarded in the trash receptacle. Trash of this type can be found on desks, tables, and chairs and on the floor. Any trash you find will have to be picked up and discarded. Many day people are poor basket shots. It is your responsibility to pick

IMAGE JANITORIAL SERVICES, INC.

Chapter 2: Ground Rules For Custodians

This chapter is dedicated to help you understand the theory and practice of professional conduct on the job. This educational manual is designed to help you stay out of trouble and in line for pay increases and promotions.

Be A Professional

The material covered in this manual will help you perform your duties in a professional way. Please pay careful attention and if you have any questions, refer them to your supervisor.

Bureau Of Labor Statistics

According to the Bureau Of Labor Statistics, the group leading all new jobs well into the 2000's will be the janitorial profession. There will be almost three million FULL TIME custodians employed in America and many more part-time janitors employed boosting the employment figure even more. This is the size of an army, charged with the responsibility to keep billions of dollars in buildings, fixtures and furnishings clean and well maintained. Custodians Are Very Important People! Custodians and housekeepers are very important people! They need to know hundreds of detailed operations on how to clean furnishings, fixtures, walls, ceilings and floors. The more they know, the more professional they become on the job. A trained, experienced custodial worker who follows the ground rules we are reviewing IS a professional in every sense of the word.

What Makes A Professional, A Professional? First, a professional in any line of work is one who's accumulated as much existing knowledge about the job they perform as possible. This includes studying books, attending seminars, watching training films and on-the-job training.

Secondly, a professional knows how to use and maintain professional cleaning equipment expertly. In our case, mechanical and manual cleaning tools. Third, our professional person acts like a professional. Is ethical and trustworthy with high on-the-job standards and is respected by employer and client alike. Fourth, the professional has the bearing and poise of a confident cleaning expert.

With these factors in mind, the professional custodial worker is ready to play an important role in performing professional cleaning services.

Our professional custodian makes building interiors cleaner, safer, more manageable and contributes to optimum productivity.

We'll now discuss the basic rules all cleaning professionals follow in the execution of their duties. Office Building Occupants Sensitive To Your Conduct you will have access to various buildings occupied by tenants who are very sensitive to our conduct on the job. They expect a certain level of performance that you must be familiar with to create and maintain our good reputation in this field.

Do's and Don'ts for you to remember

Don'ts For Custodians

By the way, these rules are not listed in the order of importance for one simple reason: They are all important to guide your conduct on the job.

Don't Harass Others

Don't harass other workers! WE will not tolerate verbal or physical abuse by any employee toward another. Avoid harassing, disrupting or interfering with other employee's work. This includes behavior that creates an intimidating, offensive, or hostile environment.

Sexual Harassment is Specifically Prohibited! Don't flirt with the girls! While all forms of harassment are prohibited, it is the company's policy to emphasize that sexual harassment is specifically prohibited.

Forms Of Sexual Harassment

Such conduct includes: sexual flirtations, touching, advances or propositions are not tolerated at our company.

Don't Eat In Undesignated Areas

Do not bring Paper cups, soft drink bottles, or food into your work area. Food and beverages should only be consumed in employee rest areas or in your car. Check with your supervisor.

Don't Eat The Food Left Behind By Others

And don't eat food left in the cafeteria refrigerator or on tables. The person who the food belonged to might be real angry to find their snack missing.

Don't Smoke!

Respect no-smoking signs. Smoking in violation of any local ordinance or law is not permitted. This includes work areas to which customers and tenants have access, or in such other areas as may be designated by your supervisor.

Don't Bring Your Friends To Work

Visits to your place of work by relatives, friends and acquaintances of employees are not encouraged. Janitorial workplaces are for approved employees only.

Don't Be Late

You are expected to report for work whenever scheduled. You must be at your workstation at the starting time and at the prescribed time after rest and meal breaks. Call In And Tell Your Supervisor You'll Be Late You should let your supervisor know as far in advance as possible whenever you are unable to report for work or know you will be late. Give your reason for the absence or lateness and an indication of when you can be expected to report for work.

A Thirty Minute Time Limit

If you are delayed in reporting for work more than thirty minutes and have not told your supervisor of your expected tardiness, you may lose your right to work the balance of the workday. Those employees permitted to report to work late will be paid only for the time they actually worked. Inclement Weather Should Not Stop You! You are expected to report for work during inclement weather conditions if the company does not declare an emergency closing. Those employees who are unable to report because of weather conditions will be granted an authorized unpaid absence.

Don't Leave Your Work Area

Do not leave your work area! You must get permission from your supervisor in order to leave the company premises during working hours.

IMAGE JANITORIAL SERVICES , INC.

Chapter 3: Safety Procedures For Custodians

This chapter is dedicated to help you understand the theory and application of safe practices and procedures on the job. This educational manual is designed to help you perform your professional cleaning duties in a safe manner.

Your Safety Is Our Concern

The information you are about to learn is extremely important. Your safety, your fellow workers safety and building occupant safety is our concern in developing this program.

Preventing Accidents-Fire Safety

You will learn general safety practices and two important contributions of the custodial department, which are accident prevention and fire protection and control. To this end we will now start with the principles of institutional safety.

Work with Safety In Mind

Remember that in every cleaning and maintenance job that you do as a custodian, you are working for your own safety. You are also working for the safety of other people in the institution. It's your job to prevent accidents to staff, other worker's and the public.

Accidents Do Not Happen

Keep in mind that accidents do not happen. They are caused by neglect, carelessness, thoughtlessness or ignorance.

Notes:

Eight Rules of Safety

There are eight rules of cleaning safety. Learn them and follow them always. You may help prevent a serious accident or injury. We will first outline the rules and then discuss them in detail later.

1. Safety Is Everyone's Business
   First remember SAFETY IS EVERYONE'S BUSINESS. Report any unsafe condition you see.
2. Remove Spills and Objects
   Second, when you see something on the floor from a spill to an object, either mop or pick it up immediately.
3. Report All Injuries
   Next, report all injuries, no matter how slight, and get immediate first aid.
4. Consider yourself a member of our safety committee. Watch out for any dangerous condition you might see, and report it.
5. Walk, Don't Run
   Walk; don't run, especially in halls or on stairs. Keep to the right and use special care where halls come together.
6. Beware of Swinging Doors
   Be extra careful with swinging doors. If they have window panels, look through before you open the door to make certain that the other side is clear. If not, open the door slowly and use the handle or push plate.
7. Avoid Horseplay

   Avoid horseplay, joking around and practical jokes. Harmless fun can result in harmful injury.
8. Report Defective Equipment
   Report all defective equipment, and obey safety rules. This is true whether you are working with electrical or mechanical equipment.

Common Causes Of Accidents

Safety rules specified in this manual were developed after studying common causes of accidents. Be on the lookout for the following dangers:

1. Fire
2. Falls
3. Sprains and Strains
4. Cuts, Bumps and Bruises
5. Burns
6. Fume Inhalation
7. Chemical Hazards
8. Falling objects

1. Fire Awareness

Fire can always happen in any building. It is your duty to spot potential fire hazards and report them to your supervisor. Never store combustible materials near a heater. Never leave trash collect near a furnace.

Watch For Build-Up Of Rags

Keep cleaning rags in covered containers and not loose in a pile. Spontaneous combustion is a danger, which means the rags will literally set themselves on fire. Also if you smell smoke, call your supervisor immediately.

2. Falls

Falls account for the largest percentage of accidents. Falls in a building probably cause the most injuries on the job. Some common causes of falls are objects left in corridors or on stairs.

Electrical Cords

Watch out for cords and cleaning equipment. Equipment and electric cords in passageways can cause a nasty fall if you are not careful. Always put out a DANGER WET FLOOR sign.

Dirt, Litter Trash On Floors

Falls can also occur from unswept dirt, trash or other items left on the floors.

Slippery Floors

It is also easy to fall on wet or oily floors or spills that have not been wiped up immediately. Always put out a DANGER WET FLOOR sign.

Improper Floor Care

Falls can happen from improper finishing or scrubbing of floors and lack of caution signs. Always put out a DANGER WET FLOOR sign. For yours and customers safety.

IMAGE JANITORIAL SERVICES, INC.

Chapter 4: Basic Rest Room Cleaning

This chapter is dedicated to help you understand the theory and practice of rest room cleaning and sanitation. This educational manual is designed to help you perform your professional cleaning duties in a safe, efficient manner.

Be A Professional

Here you learn the recommended methods for cleaning rest rooms with spotless and fresh results. Your supervisor may give you a short test to check what you learned at the end of this chapter.

Men's Rest room vs. Women's Rest room

In most ways, cleaning the men's and women's rest rooms are the same. The women's rest room requires a few extra steps, and those are covered later in this chapter.

Poorly Serviced Rest Rooms

A poorly serviced rest room will cause more customer complaints than in any other room in the building. Not only is it bad for its visitor's health, it also tells the visitor that this rest room isn't getting "The Professional Cleaning Touch" by the cleaning service company.

We Want Clean, Fresh Rest Rooms

The professionally serviced rest room is bright, fully stocked and clean smelling.

Rest Room Cleanliness Level

Fact is, almost everyone judges an entire building by how well rest rooms are maintained. We're going to show you how to make a professional showcase of men and women's rest rooms in your care and keep our client's faith.

Nine Step Rest Room Cleaning Program:

1. Getting Ready To Clean
2. Replace All Expendable Items
3. Pick Up Litter & Remove Trash
4. Clean All Face Bowls
5. Clean & Sanitize All Toilets
6. Clean Bright work & Polish Mirrors
7. Spot Clean Walls & Partitions
8. Clean The Floor
9. Inspect Your Work

We have a nine-step program for cleaning rest rooms and locker rooms. Let's illustrate each of these.

Nine Step Rest Room Cleaning Program:

1. Getting Ready To Clean

The first step is to get ready to clean. This means you, your list of duties and your supplies and equipment.

Check Your Work Sheet

There are those tasks you will perform every day and those you will do less often. These are noted in your company's contract with the building management. Check your work sheet for those tasks you will perform on a daily basis. Also shown on the form will be tasks that should be performed weekly, monthly and periodically. Know your work schedule and if you have any questions, please refer them to your supervisor.

Begin Your Shift At The Supply Closet

Rest room cleaning begins at the supply closet. Organize your supply caddy or waste mobile to include everything you will need to clean all the rest rooms in your area of responsibility. Make sure you have a bowl swab, germicidal detergent, non-acid bowl cleaner, all-purpose cleaner, glass cleaner, damp cloths, several dry cloths, rubber gloves, plastic trash liners, liquid hand soap, toilet paper, paper towels, seat covers, and a damp sponge and Wet Floor Sign. You may also include a putty knife and gum removal cleaner.

Equipment Needed For Rest Room Cleaning

You will also need equipment and hand tools for proper rest room cleaning. These include: Dust mop set-up, wet mop, bucket and wringer set-up, vacuum cleaner (For carpeted rest rooms), dust wand, and Wet Floor caution signs. Before starting, place a caution sign near the rest room door to tell people the rest room is being serviced.

Wear Rubber Gloves

Wear rubber gloves as you clean the rest room. These protect you from germs and the chemicals you will be using to clean.

2. *Replace All Expendable Items*

Step two calls for replacing all expendable rest room supply items. These would include towels, soap, toilet paper and others called for on your checklist. Obviously, you'll make sure your cleaning cart is fully equipped with these replacement items before starting out.

Dispenser Holders Must Be Filled
You'll be given a key to dispenser holders. Open the holder and replace towels as necessary. Be sure the folds are in the proper position for continuous dispensing. Never overload dispensers. There are several types of paper towel dispensers, each a little different. You'll be shown correct maintenance procedures. Make sure the dispenser cover is securely locked before leaving this job.

Replace Partial Rolls Of Toilet Paper

Replace partial rolls of toilet paper with full rolls as necessary. Don't discard partial rolls. Instead, load the full roll without removing its wrapper. Make sure the roll is loaded correctly. Place the partial roll on top.

You'll Be Shown How To Fill Dispensers

You will learn the correct loading method for double-roll dispensers. You will also learn how to service leaf type dispensers. Always remove the leaf-type wrapper before closing the cabinet. You will also be taught how to service sanitary napkin dispensers. Any coins removed from these dispensers, of course, are turned over to your supervisor.

Fill Liquid Soap Dispensers

Next, make sure all soap dispensers are filled properly. Remember, your supervisor will check this step during regular inspection rounds. There may be other types of dispensers to fill in your rest room besides the ones we have discussed. Check with your supervisor for instructions how to fill them.

IMAGE JANITORIAL SERVICES, INC.

Chapter 5: Daily Floor Maintenance

This chapter is written to help you understand the theory and practice of performing daily floor maintenance tasks. This educational manual is designed to help you perform your professional floor cleaning duties in an efficient and safe manner.

Floors Are Most Visible Areas In Building

High performance standards are especially important in our floor maintenance work. That's because floors are the most visible of all areas requiring our attention. When all other work in the building is completed, we turn our professional attention to the floors.

Good Floors, Good Impression

You heard the one about judging a book by its cover? Well, many people judge an entire building by the condition of its floors. Good floors, good impression. Bad floors and everyone's in trouble. One way to get floors to sparkle like this is through proper techniques of daily floor maintenance.

40% Of Building Maintenance Cost Goes To Floor Care Did you know that about forty cents of every dollar spent on building maintenance goes into floor care? Doesn't that suggest that professional floor care will save money for our organization? Isn't that good for all of us? Sure it is But why daily floor maintenance? The answer is wear and tear.

Dirt, Grit & Dust Should Be Picked Up Daily Dirt and grit, if not picked up daily, can grind into protective hard surface finishes and carpeting like sandpaper. Pretty soon, no more finish, no more good appearance meaning our department has to re-finish more often. That's bad for all of us. Costly.

Carpeted Floors and Hard Surface Floors

In this chapter we will cover what you are expected to do with carpeted and hard surface floors every day. Carpeted floors need to be vacuumed, and hard surface floors need to be swept on a daily basis. We will define the professional procedures you need to know to perform at the professional level. We'll start by discussing carpet floor maintenance first.

Select The Proper Vacuum Cleaner

Carpet sweeping can be accomplished with several efficient, industrial vacuum cleaners. All of these units are electrically powered and include a bag that collects the dust and dirt you vacuum up. Some vacuums even have disposable bag liners. Others have permanent bags, which are emptied nightly.

The Standard Upright Vacuum Cleaner

The upright sweeper with attached bag is the most popular model to use.

Large Industrial Vacuum Cleaners

For large open areas, it might take too long to vacuum carpets with a standard upright. There are large industrial vacuums, which can remove dust, litter and grit from carpeting at 5,000 to 7,500 square feet an hour.

Tank Type Vacuum Cleaners There are also tank type vacuum cleaners which have hose attachments in lengths from six feet to twelve feet. There are many wand attachments to chose from. Some are designed to pick up dust and dirt on carpeted floors, and other crevice attachments work better to clean fabric-covered furniture. Still other attachments work well for removing large build-ups of dust and dirt in ceiling vents. The main benefit of the tank type vacuum cleaner is that you can easily vacuum under low-slung furniture and chairs. It is not recommended for vacuuming entire floors. The upright works better for that task.

Small Non-Electric Carpet Sweepers

There are small carpet sweepers you can use like the "hokey" hand driven unit. These are most popular in hotels where frequent cleaning of traffic zones is required. Your supervisor will show you how to use these units, and when to use them depending on the circumstances of the cleaning job itself.

When you use an upright to vacuum the carpeting in an office, always vacuum with push and pull strokes. Use over lapping strokes in a pattern for the most effective job.

Move Chairs As You Vacuum

As you vacuum a room, move the chairs with one hand and vacuum with the other hand. Always replace the chairs in an organized position by desks and tables. Be careful not to bump furniture as you vacuum.

Safety Rules For Vacuuming

Observe the recommended safety rules when using vacuum cleaners. Inspect the plug for damage and report any to your supervisor. Plug in firmly. Don't place your hands on the wall above the outlet. You might make a spot. Trail the cord behind you while working away from the outlet.

Vacuuming Around Desks

When you come to desks, clean the side and pull out the chair. Clean under the knee area and under drawers. Now replace the chair and clean the next sides. Make sure you replace all furniture in a neat organized manner. Remember in the first chapter on office cleaning, we pointed out that the furniture of an office has a start point. It's your job to properly arrange the chairs in an office in the recommended "Start Point" manner. Much of this task can be accomplished as you vacuum clean the carpeted floors of an office.

Watch Out For The Vacuum Cleaner Cord

A note of caution. Don't flip the cord over the top of the desk or other furniture. When through, remove the plug at the socket. Never yank the wire. It could slingshot and perhaps break something.

Wipe Clean The Vacuum Cleaner Wheels

Vacuum cleaners are stored in supply closets. When you remove one and take it to your workstation, be sure to wipe off the wheels if you happen to go through a puddle. This can happen in inclement weather, in offices near the lobby of the building. We don't want to track water stains onto the carpeted areas.

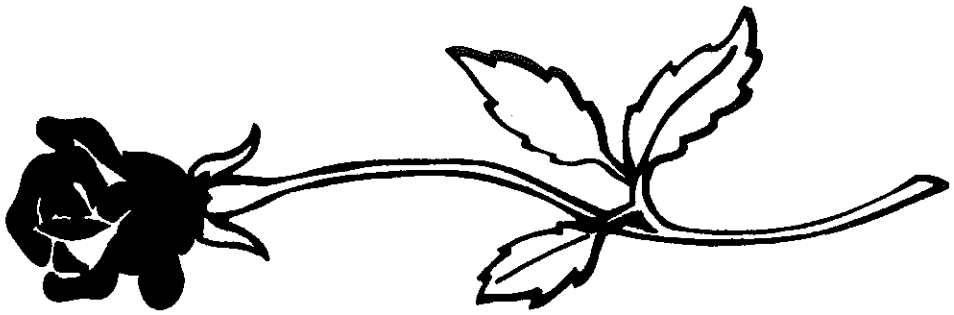

IMAGE JANITORIAL SERVICES , INC.

Chapter 6: Maintaining Janitorial Equipment

OBJECTIVES This interactive training manual has three objectives. **One**: To familiarize you with the proper care and upkeep of equipment and supplies. **Two**: To eliminate unnecessary damage or wear to equipment and facilities. And **three:** To encourage the proper use of supplies and eliminate unnecessary waste. We will touch on each of these important objectives and how the custodial department should implement them.

Here Is The List Of Subjects You Will Be Exposed To:

1. Supply Closets
2. Cleaning Equipment
3. Chemical Supplies
4. Supply Item Care
5. Dust Mops
6. Wet Mops
7. Buckets & Wringers
8. Housekeeping Carts
9. Power Equipment
10. Floor Machines
11. Vacuum Cleaners
12. Automatic Scrubbers

We will now discuss each of these topics in detail.

1. SUPPLY CLOSETS

We'll start with supply closets. It is the responsibility of the custodian to keep an adequate amount of supplies properly stored in the custodial supply closet and also to care for, clean and store the various items of equipment that are used in your daily work.

SUPPLIES: TELL YOUR SUPERVISOR:

When you need supplies you should tell your supervisor what you need. Don't wait until you run out or run so low that you will run out before fresh supplies arrive. Anticipate when you are beginning to get low and tell your supervisor exactly what you need. He will order it and inform you when the supplies have arrived.

CHECK SUPPLY CLOSET ONCE A WEEK:

This means you should schedule periodic checks of your custodial supply closet, at least once a week; in order to make sure that you will always have adequate supplies on hand. Keep a list in your storage area of what you need. When the supplies have arrived you should take them to your custodial supply closet. Take care to stock them in neat and orderly fashion with the items that are most frequently used nearest at hand. When you enter your storage area or closet you should know exactly where everything is located. You shouldn't have to search for anything.

KEEP SUPPLY CLOSET NEAT & CLEAN:

The custodial supply closet itself should also be kept neat, clean and orderly. This is very important. When management looks into your supply closet and finds a mess, you know who will be called to justify its appearance. So avoid trouble, and keep it clean.

USE SUPPLIES EFFICIENTLY (SUPPLIES LISTED HERE):

Supplies should be used efficiently and economically. Avoid wasting liners, paper towels, toilet paper, stripping chemicals and finish, other cleaning chemicals, and so on. Treat the supplies as though they were your own, as though the money to pay for them was coming out of your own pocket. This does not mean that you should skimp in using supplies, but rather that you should use enough supplies to get the cleaning and stocking job done properly.

WEAR SAFETY GOGGLES WHEN MIXING CHEMICALS:

By the way, always wear safety goggles and gloves when mixing chemicals. Your care will pay off in years of accident free employment, for a better life.

2. CLEANING EQUIPMENT

Part of your job in caring for equipment is the storing of it. Always remember that a large amount of money has been invested in labor saving cleaning devices which your organization requires in order to insure that the internal environment is aseptically and esthetically clean, safe, and sanitary. To store and protect the large investment of cleaning supplies and equipment, your organization has cleaning closets equipped with hooks, racks, shelves, sinks, and other items located in each department or on each floor.

CENTRAL EQUIPMENT ROOM:

No doubt your organization also has a central equipment room, perhaps in the custodial supervisor's area. Equipment is brought to this area at the end of each shift. Storage areas should be cleaned regularly and should be set up with a special place for every cleaning item. This includes regular space for hanging brooms and mops, shelves for cleaning agents and brushes, areas for power operated equipment and attachments, and facilities for washing and ^^ cleaning these items.

3. CHEMICAL SUPPLIES

We will now discuss some interesting points about cleaning supplies. Periodically, plastic spray bottles will need your attention. Clean the exterior with a damp rag. A trigger type spray bottle

must be taken apart regularly and cleaned to avoid clogging. These bottles and all cleaning chemical containers should always be labeled clearly as to contents. Store these bottles in a clean, dry place.

4. SUPPLY ITEM CARE Notes:

CAUTION SIGNS:

Caution signs should be cleaned at least daily, and they should not receive any rough treatment in their use.

CLOTHS:

Never have dirty cloths lying around; they are a disease and safety hazard. Discard greasy or oily rags promptly.

DUST PANS:

Be careful of the dustpan edges. Careless handling or laying heavy objects on the pan can cause the edges to become bent or ragged. The dustpan should be cleaned with detergent - germicide solution to insure disinfect ion.

PUTTY KNIVES:

Small items like this putty knife should also be wiped clean of moisture and debris after each day's use.

5. DUST MOPS

Dust Mops should not be used to pick up liquids. Remove loose dust and debris from the mop head with a vacuum or comb the mop head with a dustpan brush over your trash container on your cart. Do not shake a dust mop head on any floor in facility rooms or corridors. This just spreads the dust. Dust mop heads should be placed in plastic bags and sent to the facility laundry, when they become very dirty or after each shift.

6. WET MOPS

Wet mop heads need some special attention. Soak new mop heads in a bucket of warm, clear water for several minutes to remove fabric sizing and to toughen the mop head fibers. When using a wet mop head never allow it to remain in the bucket of solution except when being used. This will prevent rotting of strands or "souring." When you have finished using a wet mop head, wring it out as dry as you can, and then place it into a plastic liner and send it to the laundry for a thorough cleaning.

7. BUCKETS 6 WRINGERS

Keep buckets and wringers in good repair. Use a bucket and wringer of the proper size fro the mop head. Remove any loose mop head yarn, string or foreign matter that may have become tangled in the wringer. Empty all buckets of their contents after each use, and avoid storing buckets with water or cleaning solution in them. Wash and scrub all surfaces of the bucket and wringer, rinse

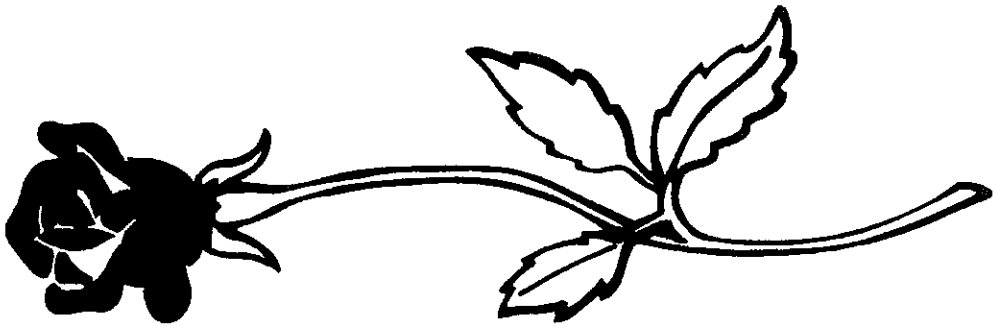

IMAGE JANITORIAL SERVICES, INC.

Chapter 7: Stripping And Finishing Floors

This chapter covers the theory and practice of professionally stripping and finishing hard surface floors.

Stripping & Finishing Floors

The procedures outlined in this manual will save your valuable time and energy. You will be able to perform your duties up to high standards of excellence.

Floors Rate High On Priority List

Ah! ! The lowly floor mistreated, walked on, but floors never rate low on our list of professional maintenance priorities. 40% Of Budget Money For Maintenance Is For Floor Work. That's why it's of the highest importance that you follow the professional procedures set forth in this manual.

Ten Steps For Stripping And Finishing Floors

1. Getting Ready To Refinish Floors.
2. Clearing The Area Of Furnishings.
3. Posting Caution Signs.
4. Stripping The Floor.
5. Rinsing The Floor
6. Checking For Dryness.
7. Apply New Finishes To Floor.
8. Return Furnishings.
9. Inspecting Your Work.
10. Returning Equipment & Supplies.

We will now discuss each of these steps in detail. Each is important to your professional results.

Ten Steps For Stripping And Finishing Floors

1. Getting Ready To Refinish Floors.

Gather All Supplies

First off, the floor care professional moves out fully equipped. Takes everything along to save time and steps. Essential tools: two buckets and two wringer set-ups, on casters.

Mop Handles Marked Strip, Rinse, Finish

Also essential: using the right tools. Mop handles must be coded or marked to perform separate functions such as stripping, rinsing and finishing.

Proper Mopping Techniques

Proper mopping techniques include the following:

A. Soak: New Mops In Water Before Using Them.
B. Set Aside One Mop For Each Task.
   - Stripping
   - Rinsing
   - Finishing

Soak all new mops in water before using them. Why? Because new mops contain fabric sizing which can cause floor-finishing products to discolor, powder, and lose their shine. What's more the stiffness in new mops can cause streaking, unless pre-soaked.

The next point is to identify each mop's sole purpose. This way you won't use a stripping mop to apply finish. This marking of mop handles will save you from making serious errors in floor care.

Select The Right Buffing Machine
Let's go to buffers now. It's very important to select the right size floor machine (buffer) for the job. Until you become a seasoned professional, let your supervisor help make this important choice.
Floor Pads Must Be Selected Too

Same goes for floor machine pads and brushes. Many to choose from, but never at random. Generally, a brown or black pad can be used for stripping. Bring along some small hand pads and the right kind of floor stripping solution.

Follow Chemical Label Instructions

And follow instructions diligently. Floor care professionals don't guess. If you're not absolutely sure of how to use stripping solution, ask.

2. Clearing The Area Of Furnishings.

Your prep work includes clearing the area of furniture. Use a dolly on heavy pieces. Never try to push heavy pieces. You might gouge the floor.

Use A Portable Furniture Mover If Possible

Better still; use a dolly and an assistant, if you're lucky enough to have one. Finally, remove the assistant to give you a clear shot at your work. While you're busy, have him make mental notes about where everything goes. The tenants may not appreciate having been reorganized during the night.

Some Things Cannot Be Moved

In the performance of clearing the floor, there are some things that cannot be moved. These include pop machines, refrigerators, and large items of office equipment, large computers and other heavy items. If you are not sure about what to move and what not to move, check with your supervisor.

Be Careful What You Unplug
Removing electrical plugs from outlets can be dangerous. Many companies have computers that run 24 hours a day. These are not to be disconnected from electrical outlets. It could be a costly mistake to disrupt a computer that is receiving or sending information. So watch what you are doing around these sensitive pieces of office equipment. On items that have to remain in the room that you are designated to refinish, you will merely work around these items.
Pick Up Floor Mats

Even the strongest stripping solution, however, won't pick up floor mats. This is another of your responsibilities. You will have to do this before proceeding.

3. Posting Caution Signs.

Wet Floor Caution Signs

Before you start your floor work, place wet floor caution signs. In larger areas you may have to place two or three signs to adequately warn others about the wet floor. We don't want to hurt anybody, do we? It will keep them from tracking up your handiwork, or worse, from falling on it.

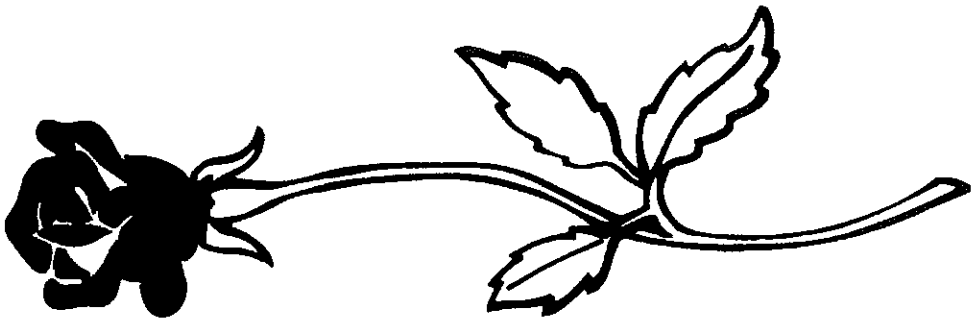

IMAGE JANITORIAL SERVICES, INC.

Chapter 8: Basic Carpet Cleaning Methods

This chapter is devoted to help you understand the theory and practice of professionally cleaning carpet. Carpet is one floor covering you'll find plenty of in most any building. The care of these carpets is what this chapter is all about.

Carpeting Is Building Owners Choice

Carpet is the floor covering of the 21 century. It's the builder's favorite floor covering. Carpet will make their day warmer, quieter, and yes brighter too! If it's properly maintained, that is!

Carpeting Needs Professional Care

Beautiful carpeted hallways, offices, lobbies and conference rooms won't last without your professional attention.

Do The Job Right The First Time

The proper care of carpeted areas is basically a matter of being expert at what you are doing. It means using the right equipment, and the correct cleaning materials properly. If the job is done right, you won't have to worry about streaks and circles.

Three Rules To Consider When Carpet Cleaning

When cleaning the carpet itself there are three rules or guidelines to remember before you start any of the carpet cleaning steps.

Rule #1: Protect Yourself From Danger

The first rule is to protect yourself from danger. For example, an ungrounded carpet-cleaning machine could shock you. This is avoided by performing a simple operation. Most carpet cleaning machines come with a three-pronged grounding plug. If the outlet you're working from doesn't take a three-pronged plug you can ground the machine by using a converter.

Attach Converter To Outlet

Simply attach converter wire to the screw in the middle of the outlet. Now you plug your machine cord into this grounded outlet and you'll be safe from any electrical shock. Also, don't plug a cord into an outlet with wet hands. Even a grounded outlet won't help you avoid a shock. So use dry hands, okay?

Rule #2: Don't Create Problems For Yourself

We mean there are some actions on your part that could actually create a problem. That would waste your time in cleaning up a stain that wasn't there in the first place.

Don't Wear Dirty Shoes

For instance, don't wear street shoes to shampoo the carpet. With each step you take, your will be putting more dirt on the carpet. This will mean more work for you later. It's better to wear clean shoes.

Keep A Pair Of Clean shoes For Carpet Cleaning

Make sure to keep a pair of clean tennis shoes, or any clean rubber sole shoes. If you only have "street shoes" wipe them clean or wear a pair of rubbers over them before shampooing.

Don't Misuse Carpet Cleaning Equipment

Another problem people sometimes create for themselves is misuse of the shampooing machine.

Don't Roll Carpet Equipment On Carpet With Dirty Wheels Sometimes they roll it onto the carpet without cleaning the wheels.

Make Sure Drain Valves Are Closed

Or, they may roll it out with drain valve leaking. It only takes a few leaks to make a circle. Be sure to tighten the drain valve.

Don't Bring Dirt To Job Site

Simply make sure that you don't bring any new dirt on to the carpet. Examine your shoes and your equipment for soil. No Leaking Spillage, Please!

And make sure your cleaning solutions don't leak or spill onto the carpet.

Rule3: Clean Carpet In A Planned Pattern.

In many of the chapters of this training manual we have talked about pattern cleaning. When cleaning a carpet, using a planned pattern will make your job easier.

Use A Carpet Pile Rake For Finishing Touches

Regardless of which method of carpet cleaning you use, it may take the use of a carpet pile rake to add the finishing touch. Raking all the carpet fibers in the same direction takes only a few minutes and the overall appearance of the carpet will be enhanced.

Eight Step Method For Carpet Cleaning

1. Getting Ready To Clean Carpets.

Gather Necessary Carpet Cleaning Equipment & Supplies Our carpet care professional brings along all necessary equipment and supplies he, or she might use on the job. What you bring depends on the method of carpet cleaning you are using. We'll cover each of these methods separately.

2. Clearing The Area Of Furnishings.

Your preparation work includes clearing the area of furniture. Use a dolly on heavy pieces. Never try to push heavy pieces. You might gouge the floor.

Use A Portable Furniture Mover If Possible
Better still, use a dolly and an assistant, if you're lucky enough to have one. Finally, remove the assistant to give you a clear shot at your work. While you're busy, have him make mental notes about where everything goes. The tenants may not appreciate having their furnishings reorganized.
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In the performance of clearing the floor, there are some furnishings that cannot be moved. These include pop machines, refrigerators, large items of office equipment, large computers and other heavy items. If you are not sure about what to move and what not to move, check with your supervisor.

Be Careful What You Unplug

Removing electrical plugs from outlets can be dangerous. Many companies have computers that run 24 hours a day. These are not to be disconnected from electrical outlets. It could be a costly mistake to disrupt a computer that is receiving or sending information. So watch what you are doing around these sensitive pieces of office equipment. On items that have to remain in the room that you are designated to clean, you will merely work around these items.

Environmental Health & Safety

Presents ...

BACK SAFETY

Or ...

How to prevent a lifetime of back problems

Back Injuries …

- More than 1 million workers suffer back injuries each year, accounting for 1/5 of all workplace injuries or illnesses.
- One fourth of all compensation claims involve back injuries, which cost employers billions of dollars
- Add to that the employees' pain and suffering …

Safety Is Everybody's Business

OSU
Environmental Health & Safety

Course Objectives

- Help you decide that safety IS everybody's business, and why
- Provide you with an understanding of accident causes
- Explain safety responsibilities
  - For both employees and employers
- Introduce you to specific safety topics
  - Fire safety, lab safety, office safety

Why Worry about Safety?

- Why do you need to be concerned about safety?

OSU

Quality Procedures Manual

Quality Control Services

WHY ARE WE HERE?

This training module is designed to provide a basic understanding of blood borne pathogens, common modes of their transmission, methods of prevention, and other pertinent information. All Image Associates whose job requires exposure to Blood borne Pathogens are required to completed this training.

- OSHA BB Pathogen standard
  - anyone whose job requires exposure to BB pathogens is required to complete training
  - employees who are trained in CPR and first aid
- The more you know, the better you will perform in real situations!

What is a Blood borne Pathogen?

Microorganisms such as viruses or bacteria that are carried in the blood and can cause disease in people.

Common BB Pathogen Diseases

- Malaria is caused by a parasite called Plasmodium, which is transmitted via the bites of infected mosquitoes. In the human body, the parasites multiply in the liver, and then infect red blood cells. Symptoms include fever, headache, and vomiting, and usually appear between 10 and 15 days after the mosquito bite.

- Brucellosis is an infectious disease caused by contact with animals carrying a bacteria called Brucella. Acute brucellosis may begin with mild flu-like symptoms or symptoms such as fever; chills; excessive sweating; weakness and fatigue.

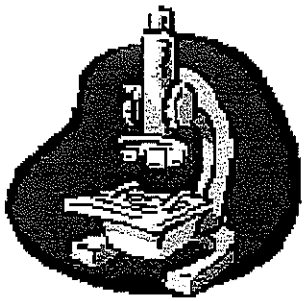
- Syphilis is an easily spread infection caused by the bacteria Treponema pallidum. The symptoms of syphilis depend on the stage of the disease. Many people do not have symptoms.

- **Hepatitis B(HBV)** is a virus that infects the liver and is transmitted primarily through blood to blood contact. Hepatitis B causes inflammation of the liver and can lead to more serious condition such as cirrhosis and liver cancer. There is no cure, however it could be prevent. Symptoms include fatigue, stomach pain, loss of appetite, and even nausea.

- **Hepatitis C(HCV)** is a viral disease that leads to swelling (inflammation) of the liver. The following symptoms could occur with hepatitis C infection, abdominal pain (right upper abdomen), dark urine, fatigue, generalized itching, jaundice and vomiting.

- **Human Immunodeficiency Virus (HIV)** is a retrovirus that causes the Acquired Immune Deficiency Syndrome (AIDS), a severe life-threatening illness which suppresses the body's ability to fight infection and can impede neurological function. Symptoms can vary, but often include weakness, fever, sore throat, nausea, headaches, diarrhea and swollen lymph glands.

Human Immunodeficiency Virus (HIV)



- HIV is the virus that leads to AIDS
- HIV depletes the immune system
- HIV does not survive well outside the body
- No threat on contracting HIV through casual contact
- Symptoms include: weakness, fever, sore throat, nausea, headaches, diarrhea, a white coating on the tongue, weight loss, and swollen lymph glands.

(B1)

BID PACKAGE COVER SHEET

IFB # 15-111	PROJECT TITLE: CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS

Bidder Company Name: Image Janitorial Services, Inc.

Enclose the following documents:

✓ 1. Bid Package Cover Sheet (B1)

✓ 2. Bid (B2) **Must be signed**

✓ 3. Schedule of Bid Items (B3) **Must be signed**

✓ 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. List of References (B6)

✓ 7. Affidavit of Prime Bidder Re Non-collusion (B7)

✓ 8. Drug Free Certification (B8)

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 (2) 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.

BID

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
IFB # 15-111

Proposal of: Image Janitorial Services, Inc.
(Bidder Name)

Bid Amount: $ 6.790 00

Six thousand seven hundred ninety 00/100 Dollars.
(Write Dollar Figure Here)

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. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

9. The City reserves the right to select and include one or more alternates in the Project and work.

(B3) Revised

IFB# 15-111 (Addendum #1)

SCHEDULE OF BID ITEMS

In accordance with the scope of work and specifications noted in this IFB document, following are the fixed prices to provide all required services.

RATES PER SCOPE OF SERVICES:

ITEM	UNIT	RATE
LOCATION #1	MTH	$ 1.290
LOCATION #2	MTH	$ 490
LOCATION #3	MTH	$ 1.240
LOCATION #4	MTH	$ 233
LOCATION #5	MTH	$ 290
LOCATION #6	MTH	$ 340
LOCATION #7	MTH	$ 170
LOCATION #8	MTH	$ 340
LOCATION #9	MTH	$ 190
LOCATION #10	MTH	$ 320
LOCATION #11	MTH	$ 490
LOCATION #12	MTH	$ 130
LOCATION #13	MTH	$ 212
LOCATION #14	MTH	$ 212
LOCATION #15	MTH	$ 212
LOCATION #16	MTH	$ 212
LOCATION #17	MTH	$ 212
LOCATION #18	MTH	$ 207
Alternative #1 – Golf Course	MTH	$ 250

Name of Bidder: Image Janitorial Services, Inc

Address: 814 14th ST Lake Park ST FL Zip 33403

Phone: (561) 844-8778 Email: twilson@imagecompanies.com

Print Name: Timothy B. Wilson Title: President

SIGNATURE: Date: 7-10-15

10. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name *Address*

N/A.

11. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name *Address*

N/A

12. 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.

13. Bidder acknowledges that ADDENDA NO(S). 1 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

14. By signing and submitting this bid, Bidder represents that all Bid Forms are fully complete and accurate.

15. 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: Image Janitorial Services, Inc.

HQ Address: 814 14th ST. Lake Park ST FL Zip 33403

Phone: (561) 844-8778 Email: twilson@imagecompanies.com

FEIN: 65-0273834 State of Incorporated: FL

Print Name: Timothy B. Wilson Title: President

SIGNATURE: T. B. W Date: 7-10-15

Sales Office: 814 14th ST Lake Park ST FL Zip 33403

Sales Contact Name: Paul Saavedra Title: Business Development

Phone: (561) 844-8778 Email: psaavedra@imagecompanies.com

Failure to fully complete and sign this bid form may result in rejection of the bid.

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
IFB # 15-111

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

Dollar amount of subcontract work

N/A

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 subcontractor performing any work.

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
IFB # 15-111

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: Image Janitorial Services, Inc

Address: 814 14th ST
Lake Park, FL 33403

Telephone: (561) 844-8778

Fax: (561) 844-8986

Email: twilson@imagecompanies.com

CONTRACTOR OF RECORD:

Name: _____

Address: _____

_____

Telephone: ( ) _____

Email: _____

State License # _____ **(ATTACH COPY)**

County License # 20021849 **(ATTACH COPY)**

Type of License: Local Business Tax Receipt.

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.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
814 14TH STREET
LAKE PARK, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0007 CLEANING SERVICE	WILSON TIMOTHY		B14.1406851 - 08/13/14	$33.00	B40111697

This document is valid only when receipted by the Tax Collector's Office.

B2 - 105

IMAGE JANITORIAL SERVICE INC
IMAGE JANITORIAL SERVICE INC
814 14TH ST
LAKE PARK, FL 33403-2354

STATE OF FLORIDA
PALM BEACH COUNTY
2014/2015 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200218449
EXPIRES: SEPTEMBER 30, 2015

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
IFB # 15-111

LIST OF REFERENCES

1. Owner's Name & Address: Village of North Palm Beach

Project: Janitorial Services City building and Parks can PD 7x week.
Contact Person: Dennis Nentwick
Telephone: (561) 644-5311 Fax: (561) 691-3440 E-Mail: dnentwick@village-npb.org

2. Owner's Name & Address: City of Palm Beach Gardens.

Project: Janitorial Services Parks and Golf clubhouse 7x week.
Contact Person: Dan Widdick
Telephone: (561) 282-8552 Fax: (561) 775-1000 E-Mail: dwiddick@pbgFL.com

3. Owner's Name & Address: City of Lake Work

Project: Janitorial Services City buildings, PD, Golf Clubhouse 5x week.
Contact Person: Gordon Hartman
Telephone: (561) 586-1757 Fax: ( ) E-Mail: ghartman@lakeworth.org

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
IFB# 15-111

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of Florida }
County of Palm Beach. }

Timothy B. Wilson, being first duly sworn, disposes and says that:
(Name)

1. I am the President of Image Janitorial Services, 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. NONE (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: NONE (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) Timothy B. Wilson

(Title) President.

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this 9th day of July, 2015 by Timothy B. Wilson, who is President (title) of _____ and who is personally known to me or who has produced _____ as identification.

Yaneisy Valdes
Notary Public

YANEISY VALDES
Notary Public - State of Florida
My Comm. Expires Aug 7, 2016
Commission # EE 223140

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
IFB# 15-111

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

Image Janitorial Services, Inc. does:
(Name of Business)

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

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

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidders Authorized Signature

Print Name: Timothy B. Wilson

7-10-15
Date

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

Addendum No. 1
IFB 15-111

CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS

Each recipient of this Addendum No. 1 to the Invitation 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.

QUESTIONS / CLARIFICATIONS:

1) Locations with heavy traffic, populated by the public:
   A: Location #1-City Hall, Location #2-City Hall Annex, Location #6-Public Library, Location #10-Utilities Complex and Location #11-Golf Course Pro Shop and Clubhouse,

2) What is the date for work to begin?
   A: The contract for this proposal would be effective October 1, 2015.

3) How long is the contract for?
   A: The contract is for one (1) year, eligible for two (2) additional one-year renewals, for a total of up to three (3) years.

4) What is the current contract price?
   A: Approximately $86,000 and we added services to original contract.

5) How do these bid specs differ from the last one?
   A: They are the same but the last bid was for 12 locations, this one is for 18 locations.

6) Who is supplying paper, plastic and soap products?
   A: The vendor will be providing these items. The number of staff members is provided below to give a good idea of quantity of materials required.

7) # of days of service per location?
   A: Specific details can be found below.

8) Location #11 – Golf Course Pro Shop and Clubhouse
   A: Seven (7) bathrooms total – 1 (one) in Pro Shop, two (2) in clubhouse and four (4) on the course. A golf cart will be provided for course travel. Custodial service to take place first thing in the morning.

9) Systems Operations, Electric Utility and Water Plant, Water Utilities have been added to the scope of work. Location details are provided below #17 and #18. A revised Schedule of Bid Items (B3) is being issued with this Addendum.

10) Can the City provide a copy of the bid tabulation for the last bid in 2012 for Custodial Services?
    A: Yes. A copy of the bid tab from the 2012 Custodial Services bid is included in this addendum.

11) Can the City provide additional information on each facility (# of users, offices, bathrooms, consumables, etc.)?
A: Yes. See breakdown below of the facilities

12) Can the City clarify further the service frequency of each facility?
A: Yes. See breakdown below of the facilities.

13) Is this pre-bid meeting mandatory?
A: No, the pre-bid meeting is non-mandatory.

14) Please identify City holidays and closures?
A: The City observes the following holidays and closures: New Years Day, MLK, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas.

15) Is a bid bond required?
A: No.

The following clarifications and additional information are provided for the specific locations.

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

Location #1:
City Hall
7 North Dixie Highway
Tile: 1,140 S/F, Carpet: 11,852 S/F, Number of bathrooms – 4 (all have hand-dryers)
*Paper towels will need to be provided only in the Break Room (2nd floor), toilet paper and soap required in all bathrooms
Number of Offices: 30 +/-
Number of Staff members: 22+/-
Trash and recycling removal: 3x per week
Interior windows: 1x per quarter

Location #2
City Hall Annex
414 Lake Avenue
Tile: 2,684 S/F, Carpet: 10,582 S/F, Number of bathrooms – 2 (all have hand-dryers)
*Paper towels will need to be provided only in the Break Room, toilet paper and soap required in all bathrooms
Number of Offices: 5+/-
Number of Staff members: 12+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #3
Public Safety Complex*
120 North G Street
Tile: 8,000 S/F, Carpet: 21000 S/F, Number of bathrooms – 11
*Paper towels, toilet paper and soap required in all bathrooms
*** Staff must be able to pass PBSO background check prior to entering building**
Number of Offices: 10+/-
Number of Staff members: 15+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #4

City of Lake Worth Shuffleboard Courts Building
1121 Lucerne Avenue
Tile: 5,900 S/F, Carpet: -0-, Number of bathrooms – 3 (all have hand-dryers), toilet paper and soap required
Number of Offices: 2+/-
Number of Staff members: 2+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #5
Public Services Administration Trailers
1749 3rd Avenue South
Tile: 1,050 S/F, Carpet: 330 S/F, Number of bathrooms – 3
*Paper towels, toilet paper, soap required
Number of Offices: 4+/-
Number of Staff members: 4+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #6
City of Lake Worth Public Library
15 North M. Street
Tile: 8,164 S/F, Carpet: -0-, Number of bathrooms – 5 (all have hand-dryers)
*Toilet paper and soap required
Flooring requires 3 days/week, Restrooms 4 days/week
Number of Offices: 2+/-
Number of Staff members: 3+/-
Trash and recycling removal: 3x per week
Interior windows: 1x per quarter

Location #7
City of Lake Worth Wimbley Gymnasium
1515 Wingfield Street
Tile: 1,408 S/F, Tile, Number of bathrooms – 2 (all have hand-dryers)
*Toilet paper and soap required
Flooring requires 3 days/week
Number of Offices: 2+/-
Number of Staff members: 2+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #8
City of Lake Worth Osborne Center
1699 Wingfield Street
Tile: 5,773 S/F, Carpet: 720 S/F, Number of bathrooms – 2 (have hand-dryers)
*Toilet paper and soap required
*Bathrooms require 4 days/week, Flooring requires 3 days/week
Number of Offices: 4+/-
Number of Staff members: 4+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #9
For the Children Building
1701 Wingfield Street
Carpet: 2,000 SF, Tile: 100 S/F, 1 Bathroom (requires paper towels, toilet paper and soap)
*Bathrooms require 3 days a week, Flooring requires 3 days a week
*Requires morning service prior to noon
Number of Offices: 1+/-
Number of Staff members: 2+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #10
City of Lake Worth Utilities Complex
1900 2nd Avenue North
Tile: 4,452 S/F, Carpet: 4,476 S/F, Number of bathrooms – 5 (all have hand-dryers)
*Toilet paper and soap required
*Paper towels will need to be provided in the Break Room
Number of Offices: 25+/-
Number of Staff members: 30+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #11
City of Lake Worth Golf Course Pro Shop and Clubhouse
1 7th Avenue North
Tile: 526 S/F, Carpet: 4,857 S/F, 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
*Paper towels, toilet paper and soap required
Number of Offices: 2+/-
Number of Staff members: 3+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #12
CLW Public Services Sanitation & Street Divisions
1880 2nd Avenue North
Tile: 4,600 S/F, Carpet: -0-, Number of bathrooms – 2 (all have hand-dryers)
*Toilet paper and soap required
Number of Offices: 4+/-
Number of Staff members: 7+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location # 13
CLW Utilities Water Division Trailers
1880 2nd Avenue North
Tile: 150 S/F, Carpet: 5,284 S/F-, Number of bathrooms – 4
*Paper towels, toilet paper and soap required
Number of Offices: 8+/-
Number of Staff members: 6+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #14
Community Redevelopment Agency Building
29 South J Street
Tile: -0-, Carpet: 1,692 S/F, Number of bathrooms – 2
*Paper towels, toilet paper and soap required
Number of Offices: 4+/-
Number of Staff members: 4+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #15
City Garage
1749 3rd Avenue South
Number of bathrooms – 3 (required hand towels, toilet paper, soap)
Number of Offices: 2+/-
Number of Staff members: 5+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #16
Facilities Maintenance Building
1749 3rd Avenue South
Tile: 500 S/F
Number of bathrooms – 1 (required paper towels, toilet paper, soap)
Number of Offices: 2+/-
Number of Staff members: 2+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #17 – NEW LOCATION
Systems Operations Center
301 College Street
Tile: 2,000 S/F
Number of bathrooms – 2
*Paper towels, toilet paper and soap required
Number of Offices: 3+/-
Number of Staff members: 6+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #18 – NEW LOCATION
Water Plant
301 College Street
Tile: 2,500 S/F
Carpet: 1,500 S/F
Number of bathrooms – 6 (all hand-dryers)
*Toilet paper and soap
Number of Offices: 6+/-
Number of Staff members: 12+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Proposers must acknowledge receipt of this Addendum No. 1 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
Finance Office
July 1, 2015

Signed By: Hirut Darge
Hirut Darge
Purchasing Agent

PROPOSER/Company

Name: Image Janitorial Services Inc.

Signed By: [illegible] Print Name: Timothy B. Wilson

Title: President Date: 7-10-15

CITY OF LAKE WORTH

7 North Dixie Highway • Lake Worth, Florida 33460 • Phone: 561-586-1674

TABULATION SHEET	Custodial Services for City Owned Buildings - IFB PS-BM-11-12-730 - Opened: August 30, 2012 at 2:00pm											
Name of Bidders:	American Facility Services	Boro Bldg & Property Maintenance	Chi-Ada Corporation	Crystal Building Maintenance	D & A Building Services Inc	Gibbs Properties dba: GMJ Svcs	Honor Cleaning, LLC	Image Janitorial Services	Jani King Commercial Cleaning Svcs	Stockton Maintenance Group	USSI	W & G Maintenance
Location #1	$1,156.00	$495.00	$1,633.09	$651.00	$1,091.11	$935.00	$278.00	$1,300.00	$690.11	$568.42	$ 577.00	$ 1,109.00
Location #2	$1,180.00	$404.00	$1,667.54	$627.00	$1,234.81	$955.00	$546.00	$600.00	$700.42	$588.94	$ 625.00	$ 1,100.00
Location #3	$2,581.00	$976.00	$3,654.30	$1,860.00	$2,394.55	$2,088.00	$1,492.00	$1,251.00	$1,746.41	$1,271.03	$ 1,346.00	$ 2,320.00
Location #4	$525.00	$353.00	$741.63	$691.00	$741.43	$425.00	$502.00	$273.00	$517.89	$326.87	$ 384.00	$ 320.00
Location #5	$123.00	$250.00	$174.00	$429.00	$360.40	$174.00	$160.00	$303.00	$117.96	$258.13	$ 192.00	$ 260.00
Location #6	$727.00	$674.00	$872.28	$1,372.00	$790.26	$588.00	$698.00	$355.00	$714.72	$873.14	$ 503.00	$ 650.00
Location #7	$52.00	$228.00	$234.40	$275.00	$366.30	$85.00	$139.00	$182.00	$106.53	$254.73	$ 192.00	$ 150.00
Location #8	$596.00	$762.00	$756.00	$725.00	$687.55	$482.00	$588.00	$354.00	$713.13	$759.73	$ 503.00	$ 610.00
Location #9	$795.00	$559.00	$1,022.25	$885.00	$827.08	$645.00	$599.00	$335.00	$604.14	$425.24	$ 577.00	$ 625.00
Location #10	$458.00	$893.00	$1,263.89	$865.50	$689.56	$715.00	$468.00	$500.00	$902.60	$1,283.63	$ 592.00	$ 600.00
L[illegible]n #11	$410.00	$290.00	$576.00	$634.00	$615.87	$332.00	$563.00	$170.00	$561.15	$339.00	$ 384.00	$ 500.00
Lo[illegible]on #12	$150.00	$236.00	$201.12	$193.00	$371.21	$215.00	$128.00	$170.00	$82.54	$258.13	$ 192.00	$ 200.00
Location #13	$125.00	$89.00	$103.00	$193.00	$318.66	$305.00	$0.00	$150.00	$50.00	$258.13	$ 192.00	$ 450.00
TOTAL MONTHLY FEE	$8,878.00	$6,209.00	$12,899.50	$9,400.50	$10,488.79	$7,944.00	$6,161.00	$5,943.00	$7,507.60	$7,465.12	$6,259.00	$8,894.00
TOTAL ANNUAL FEE	$106,536.00	$74,508.00	$154,794.00	$112,806.00	$125,865.48	$95,328.00	$73,932.00	$71,316.00	$90,091.20	$89,581.44	$75,108.00	$106,728.00
Alt#1A - Common Trash	$1,950.00	$929.00	$850.00	$194.00	$1,100.00	$225.00	$345.00	$220.00	$1,611.66	$746.70	$ 7,510.00	$ 320.00
Alt#1B - Office Trash	$2,200.00	$2,450.00	$1,250.00	$647.00	$1,300.00	$400.00	$495.00	$700.00	$1,074.44	$373.35	$ 17,526.00	$ 320.00
Alt#2 - Golf Course	$800.00	$1,050.00	$4,553.13	$1,263.00	$402.66	$1,126.00	$1,165.00	$250.00	$1,258.53	$1,283.63	$ 9,336.00	$ 1,530.00
Alt#3 - Casino Bldg	$6,943.00	$1,341.00	$5,625.00	$7,655.00	$3,335.00	$2,260.00	$1,600.00	$2,600.00	$2,526.55	$1,360.13	$ 17,408.00	$ 5,020.00
Addendum #1 Ack	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Subs (Yes / No)	Not Inc.	None	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cont Verif Form (Y/N)	Not Inc.	Yes	Not Inc	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Clar/Exceptions Page	None	Yes, see Bid	Yes	Yes	None	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Drug Free Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Licences Included	Yes	Yes	None	Yes	None	None	Yes	Yes	Yes Broward	None	Yes Lee	None

CONTRACTOR AGREEMENT

THIS AGREEMENT is made this _____day of _____, 2015 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 IFB # 15-111 ("IFB") for the procurement of Custodial Services for City Owned Buildings;

WHEREAS, CONTRACTOR submitted a bid to perform the work described and set out in the IFB;

WHEREAS, the CITY desires to accept CONTRACTOR's bid in order for CONTRACTOR to render the services to the CITY as provided herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner;

WHEREAS, the CITY finds awarding the IFB to the CONTRACTOR as described herein serves a valid public purpose.

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

1. Term

1.1 The term of this Agreement shall be from October 1, 2015, through September 30, 2016 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.

2. Scope of Services/Work

2.1 All terms and conditions outlined in the IFB and Addendum No.1 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 S/F, Carpet: 11,852 S/F, Number of bathrooms – 4 (all have hand-dryers)
*Paper towels will need to be provided only in the Break Room (2nd floor), toilet paper and soap
required in all bathrooms
Number of Offices: 30 +/-
Number of Staff members: 22+/-
Trash and recycling removal: 3x per week
Interior windows: 1x per quarter

Location #2
City Hall Annex
414 Lake Avenue
Tile: 2,684 S/F, Carpet: 10,582 S/F, Number of bathrooms – 2 (all have hand-dryers)
*Paper towels will need to be provided only in the Break Room, toilet paper and soap required in all
bathrooms
Number of Offices: 5+/-
Number of Staff members: 12+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #3
Public Safety Complex*
120 North G Street
Tile: 8,000 S/F, Carpet: 21000 S/F, Number of bathrooms – 11
*Paper towels, toilet paper and soap required in all bathrooms
*** Staff must be able to pass PBSO background check prior to entering building**
Number of Offices: 10+/-
Number of Staff members: 15+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #4
City of Lake Worth Shuffleboard Courts Building
1121 Lucerne Avenue
Tile: 5,900 S/F, Carpet: -0-, Number of bathrooms – 3 (all have hand-dryers), toilet paper and soap
required
Number of Offices: 2+/-
Number of Staff members: 2+/-
Trash and recycling removal: 2x per week

Interior windows: 1x per quarter

Location #5
Public Services Administration Trailers
1749 3rd Avenue South
Tile: 1,050 S/F, Carpet: 330 S/F, Number of bathrooms – 3
*Paper towels, toilet paper, soap required
Number of Offices: 4+/-
Number of Staff members: 4+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #6
City of Lake Worth Public Library
15 North M. Street
Tile: 8,164 S/F, Carpet: -0-, Number of bathrooms – 5 (all have hand-dryers)
*Toilet paper and soap required
Flooring requires 3 days/week, Restrooms 4 days/week
Number of Offices: 2+/-
Number of Staff members: 3+/-
Trash and recycling removal: 3x per week
Interior windows: 1x per quarter

Location #7
City of Lake Worth Wimbley Gymnasium
1515 Wingfield Street
Tile: 1,408 S/F, Tile, Number of bathrooms – 2 (all have hand-dryers)
*Toilet paper and soap required
Flooring requires 3 days/week
Number of Offices: 2+/-
Number of Staff members: 2+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #8
City of Lake Worth Osborne Center
1699 Wingfield Street
Tile: 5,773 S/F, Carpet: 720 S/F, Number of bathrooms – 2 (have hand-dryers)
*Toilet paper and soap required
*Bathrooms require 4 days/week, Flooring requires 3 days/week
Number of Offices: 4+/-
Number of Staff members: 4+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #9
For the Children Building
1701 Wingfield Street

Carpet: 2,000 SF, Tile: 100 S/F, 1 Bathroom (requires paper towels, toilet paper and soap)
*Bathrooms require 3 days a week, Flooring requires 3 days a week
*Requires morning service prior to noon
Number of Offices: 1+/-
Number of Staff members: 2+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #10
City of Lake Worth Utilities Complex
1900 2nd Avenue North
Tile: 4,452 S/F, Carpet: 4,476 S/F, Number of bathrooms – 5 (all have hand-dryers)
*Toilet paper and soap required
*Paper towels will need to be provided in the Break Room
Number of Offices: 25+/-
Number of Staff members: 30+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #11
City of Lake Worth Golf Course Pro Shop and Clubhouse
17th Avenue North
Tile: 526 S/F, Carpet: 4,857 S/F, 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
*Paper towels, toilet paper and soap required
Number of Offices: 2+/-
Number of Staff members: 3+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #12
CLW Public Services Sanitation & Street Divisions
1880 2nd Avenue North
Tile: 4,600 S/F, Carpet: -0-, Number of bathrooms – 2 (all have hand-dryers)
*Toilet paper and soap required
Number of Offices: 4+/-
Number of Staff members: 7+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location # 13
CLW Utilities Water Division Trailers
1880 2nd Avenue North
Tile: 150 S/F, Carpet: 5,284 S/F-, Number of bathrooms – 4
*Paper towels, toilet paper and soap required
Number of Offices: 8+/-

Number of Staff members: 6+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #14
Community Redevelopment Agency Building
29 South J Street
Tile: -0-, Carpet: 1,692 S/F, Number of bathrooms – 2
*Paper towels, toilet paper and soap required
Number of Offices: 4+/-
Number of Staff members: 4+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #15
City Garage
1749 3rd Avenue South
Number of bathrooms – 3 (required hand towels, toilet paper, soap)
Number of Offices: 2+/-
Number of Staff members: 5+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #16
Facilities Maintenance Building
1749 3rd Avenue South
Tile: 500 S/F
Number of bathrooms – 1 (required paper towels, toilet paper, soap)
Number of Offices: 2+/-
Number of Staff members: 2+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #17 – NEW LOCATION
Systems Operations Center
301 College Street
Tile: 2,000 S/F
Number of bathrooms – 2
*Paper towels, toilet paper and soap required
Number of Offices: 3+/-
Number of Staff members: 6+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

Location #18 – NEW LOCATION
Water Plant
301 College Street
Tile: 2,500 S/F

Carpet: 1,500 S/F
Number of bathrooms – 6 (all hand-dryers)
*Toilet paper and soap
Number of Offices: 6+/-
Number of Staff members: 12+/-
Trash and recycling removal: 2x per week
Interior windows: 1x per quarter

B) Scheduled maintenance (requirements and application rates):

Tile Floors:
a) Strip and wax twice each year (January and June)
b) Buff every six months (April and September)
c) Sweep / mop twice each week unless otherwise noted

Carpet:
a) Vacuum twice each week unless otherwise noted
b) Steam clean annually (May)

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:
Cleaned as needed.

Trash:
Please provide for trash and recycling removal at each location from both:
A: Common areas
B: Office areas

Golf Course:
The following additional services at the golf course above and beyond what is required and provided above:

a) 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.

b) 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.

c) 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.

d) 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.

e) 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.

f) 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.

g) Stainless and Chrome

Shall be polished with appropriate polish on a weekly basis.

h) Deodorizer

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

i) Glass

Include exterior cleaning as well as interior.

C) 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.

3. 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.

4. 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.

5. 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.

6. 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 2015/2016 – Monthly $7,040.00.

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.

7. 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 (which is the monthly amount provided above times twelve months) 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.

8. 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 which 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.

9. 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 per performed under this Agreement.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 coverage set forth in Paragraph 2 under Special Terms of the IFB.

14.2 All insurance, other than Worker's Compensation shall specifically include the CITY as an "Additional Insured".

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, (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.

15. 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.

16. 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.

17. 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.

18. ASSIGNMENT

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

19. 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.

20. WAIVER OF TRAIL 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.

21. 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.

22. 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.

23. 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

24. 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.

25. 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 wither party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

26. 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.

27. PUBLIC ENTITY CRIMES

27.1 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 Statues, 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.

28. PREPARATION

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

29. PALM BEACH COUNTY IG

29.1 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.

30. PUBLIC RECORDS

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(b) Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all 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 public records 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 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:

_____ FOR
Glen J. Torcivia, 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 19th day of August, 2015 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
Print Name: Yaneisy Valdes
My commission expires: August 7th, 2016

YANEISY VALDES
Notary Public - State of Florida
My Comm. Expires Aug 7, 2016
Commission # EE 223140

CITY OF LAKE WORTH

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

AGENDA DATE: September 1, 2015, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Purchase a replacement vehicle for the Electric Utilities Department

SUMMARY:

The Purchase will replace one (1) vehicle due to the current vehicle reaching the end of its useful life and becoming too costly to repair.

BACKGROUND AND JUSTIFICATION:
The Electric Utilities Department is replacing Vehicle #265 (2001 Ford F-450). The vehicle is currently driven by the Transmission and Distribution Division (T&D) and is utilized daily throughout the City. The vehicle has reached the end of its useful life and has become too costly to repair. The replacement vehicle will be a 2015 GMC 2500HD at a cost not to exceed $37,741.50 and be purchased through the State of Florida's Term Contract cooperative purchase agreement. The purchase cost is being fully funded by Electric Utilities.

Vehicle #265 is considered a "Heavy Equipment Over 1 Ton" classification and the replacement truck will be downsized to a "1/2 Ton to 1 Ton" classification. The result will be the addition of a "1/2 ton to 1 ton" vehicle to the Fleet Internal Service Fund and the removal of a "Heavy Equipment 1 Ton and Over" vehicle, saving on fuel costs, maintenance costs, and operational costs to the Department.

The existing vehicle (#265) will be auctioned off once the new vehicle is delivered to the City.

MOTION:
I motion to approve / not approve the purchase of one new replacement vehicle for the Electric Utilities Department.

ATTACHMENT(S):
Fiscal Impact Analysis
2015 GMC Sierra 2500HD – Dealer quote

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	37,741.50	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	37,741.50	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:

Electric Utilities

Account Number	Account Description	FY2015 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
401-6034-531.46-99	Repair / Maint. Serv. / Internal Service Fund R&R	565,000	N/A	565,000	$37,741.50	527,258.50

C. Department Fiscal Review: _____

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	*WWW.ALANJAY.COM*	Quote 3698-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE --	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

QUICK QUOTE SHEET

PAGE 1 of 1

REQUESTING AGENCY: LAKE WORTH UTILITIES

ORIGINAL QUOTE DATE: 7/14/2015 **REVISED QUOTE DATE:** 7/14/2015

CONTACT PERSON: FELIPE LOFASO QUOTED BY Chris Wilson

PHONE NUMBER: 561-586-1720 --

FAX NUMBER: -- **EMAIL** Flofaso@lakeworth.org

Florida State Term Contract No. 25100000-15-1 Motor Vehicles http://www.myfloridamarketplace.com

MODEL: TK25953 **SPECIFICATION # 25101507 Line: 102**

2015 GMC SIERRA 2500HD 4WD EXT CAB P/U **BED LENGTH** 8 **BASE PRICE: $26,051.00**

***All vehicles will be ordered white w/ darkest interior unless Clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	MSRP	COST
GAZ H2Q	EXTERIOR COLOR SUMMIT WHITE WITH DARK ASH - JET BLACK ACCENTS VINYL TRIM INTERIOR	$0.00	$0.00
NZZ	FACTORY SKID PLATES	$149.00	$149.00
PCR	PCR package includes: outside heated power adjustable mirrors and Remote keyless entry	$319.00	$319.00
	FACTORY OPTIONS	**$468.00**	**$468.00**
	MSRP DISCOUNT 0.00%	*$0.00*	

CONTRACT OPTIONS	DESCRIPTION		
	ADJUSTED FACTORY OPTIONS	**$468.00**	**$468.00**
NO TEMP	TEMPORARY TAG NOT REQUESTED	$0.00	$0.00
RSF	RAIN SHIELDS FLANGE STYLE	$189.00	$189.00
U98ASW	DSS READING 8' SRW SERVICE BODY CLASSIC II POWDER COATED WHITE	$5,328.00	$5,328.00
FTL	FLIP TOP LIDS ON READING 8' DRW UTILITY BODY	$782.00	$782.00
HAR	CAB SHIELD HEADACHE RACK	$497.00	$497.00
W-VERTEX	WHELEN VERTEX 4 CORNER LED KIT	$550.50	$550.50
TIR36M	WHELEN TRAFFIC ADVISOR (INSTALLED ON HEADACHE RACK)	$705.00	$705.00
3KR	3RD KEY AND REMOTE	$373.00	$373.00
BUA	DEALER INSTALLED BACK UP ALARM	$179.00	$179.00
PC6	6 SWITCH CONTROLLER (BEYOND FACTORY CUTOFF FOR FACTORY SWITCHES)	$129.00	$129.00
	CONTRACT OPTIONS TOTAL	**$8,732.50**	**$8,732.50**

NON-IDENTIFIED CONTRACT OPTIONS	DESCRIPTION		
	Major Guard 6yr 100k mile extended warranty $0 deductible	$2,490.00	$2,490.00
	NON-IDENTIFIED CONTRACT OPTIONS TOTAL	**$2,490.00**	**$2,490.00**
	MSRP DISCOUNT 0.00%	*$0.00*	
	ADJUSTED NON-IDENTIFIED CONTRACT OPTIONS	**$2,490.00**	**$2,490.00**

TOTAL COST **$37,741.50**

TRADE IN

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ *$0.00*

TOTAL COST LESS TRADE IN(S): **QTY** 1 = **$37,741.50**

Comments:

VEHICLE QUOTED BY: Chris Wilson FLEET SALES MANAGER chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review if carefully. If there are any errors of changes, please feel free to contact me at any time. I am always happy to be of assistance.

CITY OF LAKE WORTH

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

AGENDA DATE: September 1, 2015, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Agreement with LV Superior Landscaping, Inc. for city-wide Lawn Maintenance services

SUMMARY:
This Agreement will provide for lawn maintenance services through Fiscal Year 2016

BACKGROUND AND JUSTIFICATION:
IFB#15-113 "Contract for City-wide Lawn Maintenance Services" was bid on July 29, 2015 and is a new agreement that, if approved, will be effective October 1, 2015. The current agreement for city-wide lawn maintenance services is set to expire on September 30, 2015.

The new agreement has been expanded to include additional locations throughout the City including the cemeteries, the landfill, greenway projects, unimproved rights of way, additional vacant lots, and an overall more complete coverage of the entire city. The expanded agreement will allow Ground Division staff to focus on more areas of the City and spend more time with tree management, mulching projects, and enhanced upkeep of the higher profile City owned properties.

A total of seven bid submittals were received and LV Superior Landscaping, Inc. was determined to be the most responsive, lowest and responsible bidder. The agreement will be effective for one year with the option for two additional one year renewals, for a total possible agreement period of up to three years.

MOTION:
I motion to approve/not approve an agreement with LV Superior Landscaping, Inc. pending approval of the Fiscal Year 2016 budget.

ATTACHMENT(S):
Fiscal Impact Analysis
Bid Tabulation
LV Superior Landscaping, Inc. – Bid submittal
IFB#15-113 Bid Package
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	0	128,300	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	128,300	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	FY2016 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
001-5040-519.34-50	Other Contr. Service	128,300	N/A	128,300	128,300	0

C. Department Fiscal Review: _____

City of Lake Worth

BID TABULATION - IFB 15-113 CITY WIDE LAWN MAINTENANCE SERVICES

Bid Opened: July 29, 2015 at 3:00 PM

	L.V SUPERRIOR LANDSCAPING, Inc.	STS MAINTAIN SERVICES, INC.	POWELL LANDSCAPING & DESIGN, INC.	GIRARD Environmental Services	PROPERTY WORKS	TREE HUGGERS LANDSCAPING	*DEANGELO BROTHERS, LLC
BID AMOUNT (B2)	$ 128,300.00	$ 136,940.00	$ 339,160.00	$ 140,049.60	$ 147,960.00	$ 421,940.00	$ 378,198.00
ATTACHMENT "A" PRICING SCHEDULE (B3)	YES	YES	YES	YES	YES	YES	YES
ADDENDUM #1	YES	YES	YES	YES	YES	YES	NO
SUBSTITUTION SHEET (B4)	NO	NONE	NONE	NONE	NONE	NONE	NONE
SCHEDULE OF SUBCONTRACTORS (B5)	NO	NONE	NONE	YES-1	YES-1	NONE	NONE
CONTRACTOR VERIFICATION (B6)	YES	YES	YES	YES	YES	YES	YES
LIST OF REFERENCES (B7)	YES	YES	YES	YES	YES	YES	YES
DRUG FREE WORKPALCE CERTIFICATION (B8)	YES	YES	YES	YES	YES	YES	YES
FLORIDA TRENCH SAFETY COMPLIANCE (B9)	YES	YES	YES	YES	YES	YES	YES
CONTRACTOR'S EXISTING WORKLOAD (B10)	YES	YES	YES	YES	YES	YES	YES
CERTIFICATE OF LIABILITY INSURANCE	YES	NO	YES	YES	YES	NO	NO

*** Bid was found after the bid opening. Bid was delivered @ 10:08 am at the City Hall not to Purchasing**

#128,300

(B1)

BID PACKAGE COVER SHEET

IFB #15-113 Project Title: Contract for City-wide Lawn Maintenance Services

Bidder Company Name: .....

COPY

Enclose the following documents:

LV Superior

✓ 1. Bid Package Cover Sheet. (B1)
✓ 2. Prior Experience. (A1)
✓ 3. Bid (B2) Must be signed.
✓ 4. Schedule of Bid Items (B3) Must be signed.
NONE 5. Substitution Sheet (B4). If none, mark "none".
NONE 6. Schedule of Sub-contractors (B5). If none, mark "none".
✓ 7. Contractor Verification (B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
N/A 8. Reference List (B7) omitted for (A-1)
✓ 9. Drug Free Certification (B8)
✓ 10. Trench Safety Compliance Form (B9)
✓ 11. Contractor's Existing and Projected Workload (B10)
✓ 12. Copies of Licenses, Certifications and Registrations (Contractor to Supply)
✓ 13. Any issued Addenda

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 (2) 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.

— References

— draft contract

BID
Contract for City-wide Lawn Maintenance Services
IFB # 15-113

Contractor's Prior Experience Form Please see attached form.

Contractor must provide two (2) references for each project identified to satisfy the minimum experience requirements. A reference person must be someone who has personal knowledge of the Contractor's and Subcontractor's performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

Contractor' Name: L. V. Superior Landscaping, Inc.

PROJECT **(FIRST PROJECT)**

Name of Project: _____

Project Location: _____

Description of Project: _____

_____

_____

_____

_____

Describe the project construction elements (type of project, road lanes, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

_____

_____

_____

Description of any Change Orders: _____

_____

Contract Name: _____ Contract Amount: _____

Project Start Date: _____ Project End Date: _____

Contact Name & Title: _____

Phone Number: ( ) _____ Email Address: _____

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

Company References & Contractor's Prior Experience Form
LV Superior Landscaping, Inc.

The School District of Palm Beach County
3300 Forest Hill Blvd.
West Palm Beach, FL 33406
T: 561-248-2930 e-mail: david.kroll@palmbeachschools.org
David Kroll, Landscape Sites Technician
Scope of Work: Currently servicing 48 schools lawn service and landscape maintenance*
Approximately 889 Acres
Dates of Service: November 2007 – present

Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412
T: 561-793-0874 F: 561-7933716 e-mail: twojnar@indiantrail.com
Tim Wojnar, Director of Parks & Recreation
Scope of work: District Wide Parks Mowing of 9 Parks and Administration Building*
Approximately 65 Acres
Dates of Service: November 2011 - present

Board of County Commissioners
Palm Beach County Parks & Recreation
2700 6th Avenue South
Lake Worth, Florida 33461
T: 561-963-6701 email: jbecerra@pbcgov.org
Joel Becerra, Contract Evaluator
Scope of Work: Currently servicing 3 parks landscape and lawn maintenance*
Approximately 76 Acres
Dates of Service: September 2013 – present

Board of County Commissioners
Palm Beach County Fire Rescue Stations
Jim McNamara
Manager, Capital Projects
50 S. Military Trail, Suite #110
West Palm Beach, FL 33415
T: 561-233-0884 e-mail: JMcnamar@pbcgov.org
Scope of Work: Currently servicing 15 fire stations landscape and lawn maintenance*
Approximately 20 Acres
Dates of Service: July 2009 - present

The Continental Group
April Narine, LCAM, Community Association Manager
6300 Park of Commerce Blvd
Boca Raton, FL 33487
T: 561-989-5058 F: 561-989-5158 e-mail: anarine@tcgmgt.com
Scope of Work: Landscape and Lawn Maintenance*
Approximately 30 Acres
Dates of Service: October 2007 – present

*Landscape & Lawn Maintenance includes: mowing, edging, line trimming, hedge trimming, maintaining hedges, ornamental shrubs, planters, ground covers: mowing & edging, weed control: chemical, mechanical & hand, policing trash in open & shrub beds, debris disposal, paved surfaces blown clean, trimming and pruning of trees and palms, installation & design of new landscape, pest control, fertilization, mulching.

(B2)

BID

Contract for City-wide Lawn Maintenance Services
IFB # 15-113

Proposal of:

L.V. Superior Landscaping, Inc.
(Bidder Company Name)

Bid Amount: $ 128,300

(Write Dollar Figure Here)

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 Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.

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 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. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards. Special attention and care to keep the City's municipal stormwater system free from mowing trimmings and debris.

9. The City reserves the right to select and include one or more alternates in the Project and work.

10. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.
Name Address

_____

_____

11. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name Address

_____

_____

12. 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.

13. Bidder acknowledges that ADDENDA NO(S). 1 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

14. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate. 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 Firm: L.V. Superior Landscaping, Inc.

Main Address: 16059 Okeechobee Blvd ST FL Zip 33470

Phone: (561) 439-8577 Email: lvsuperiorlandscaping@hotmail.com

FEIN: 20-4941314 State of Incorporated: Florida

Print Name: Lucilo Vasquez Title: President

SIGNATURE: [signature] Date: 07-28-15

Project Contact Name: Marge McQuaid Title: Office Manager

Phone: (561) 439-8577 Email: lvsuperiorlandscaping@hotmail.com

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B3)

BID
Contract for City-wide Lawn Maintenance Services
IFB # 15-113

Schedule of Unit Bid Items

In accordance with the specifications and Scope of Work included with this bid, following is the recommended unit prices in order to evaluate the total bid as submitted with your proposal. These prices are intended to equal the total base bid as submitted at the top of Form B2 of the IFB. These prices are used as a tool for the evaluation of the bid(s).

PLEASE USE ATTACHMENT "A" PRICING SCHEDULE

Name of Firm: L.V. Superior Landscaping, Inc.

Print Name: Lucilo Vasquez Title: President

SIGNATURE: [signature] Date: 07-28-15

ATTACHMENT "A"

	Location	Parcel Number	DESCRIPTION	DISTRICT	TOTAL ACRES OF MOWING WORK	NOTES	MOWING FREQUENCY (X PER YEAR)	UNIT COST PER EACH SERVICE	TOTAL COST PER YEAR
1	1101 S E ST	38434421152950080	LAND (1101 South 'E' Street) RESIDENTIAL	1	0.15		12	$ 20.00	$ 240.00
2	1515 WINGFIELD ST	38434433440000010	COMMUNITY FACILITY (GYMNASIUM at 1515 WINGFIELD ST) and IA BANKS CEMETERY	1	2.5	226 headstones / Seasonal cycle	40	$ 250.00	$ 10,000.00
3	1526 WINGFIELD ST	38434434010000630	LAND (1526 WINGFIELD ST) 1 Parcel RESIDENTIAL	1	0.15		12	$ 15.00	$ 180.00
4	1527 S DOUGLAS ST	38434434010000570	LAND (1527 SOUTH DOUGLAS STREET) 1 Parcel RESIDENTIAL	1	0.53		12	$ 25.00	$ 300.00
5	1699 WINGFIELD ST	38434433000001030	SOUTH LAND FILL	1	65	Bush hog mowing required	12	$ 1,300.00	$ 15,600.00
6	1699 WINGFIELD ST	38434433000001030	HOWARD PARK + LW COMM DEV CORP.	1	2	Seasonal cycle	40	$ 80.00	$ 3,200.00
7	1724 12TH AVE S	38434428580000000	PINE CREST MEMORIAL PARK (CEMETERY)	1	16.73	9,000+ headstones / Seasonal cycle	40	$ 600.00	$ 24,000.00
8	1749 3RD AVE S	38434428280090010	PUBLIC SERVICES BLDG (Parcel 1 of 1)	1	1		12	$ 35.00	$ 420.00
9	1756 14TH AVE S	38434433450000030	LAND (1756 14TH AVE S) 1 Parcel RESIDENTIAL	1	0.19		12	$ 20.00	$ 240.00
10	304 S F ST	38434421151230130	LAND (304 South 'F' Street) 1 Parcel RESIDENTIAL	1	0.19		12	$ 20.00	$ 240.00
11	431 N L ST 1	38434421151120170	LAND AND UNIT (aka 605 5TH AVE NORTH) RESIDENTIAL	1	0.23		12	$ 25.00	$ 300.00
12	515 S A ST	38434428090020020	PARK (Memorial Park 1 of 5)	1	0.5	Seasonal cycle	40	$ 35.00	$ 1,400.00
13	518 SUNRISE CT	38434428090010010	PARK (Memorial Park 2 of 5)	1	0.5	Seasonal cycle	40	$ 35.00	$ 1,400.00
14	520 SUNRISE CT	38434428080000170	PARK (Memorial Park 3 of 5)	1	0.4	Seasonal cycle	40	$ 35.00	$ 1,400.00
15	526 SUNRISE CT	38434428080000230	PARK (Memorial Park 4 of 5)	1	0.07	Seasonal cycle	40	$ 35.00	$ 1,400.00
16	716 6TH AVE S	38434428090020010	PARK (Memorial Park 5 of 5)	1	0.07	Seasonal cycle	40	$ 35.00	$ 1,400.00
17	623 LATONA AVE		LAND (623 LATONA AVENUE) RESIDENTIAL	1	0.06		12	$ 20.00	$ 240.00
18	626 LATONA AVE	38434434020000070	LAND (626 LATONA AVENUE) RESIDENTIAL	1	0.06		12	$ 20.00	$ 240.00
19	629 S H ST	38434421152030160	LAND (Corner of 7th Avenue South and South H Street) RESIDENTIAL	1	0.15		12	$ 15.00	$ 180.00
20	639 WASHINGTON AVE	38434434010000380	LAND (639 Washington Avenue) 1 Parcel RESIDENTIAL	1	0.07		12	$ 20.00	$ 240.00
21	725 LATONA AVE	38434434020000340	LAND (725 LATONA AVENUE) 1 Parcel RESIDENTIAL	1	0.14		12	$ 20.00	$ 240.00
22	732 S C ST	38434421152330010	LAND (CORNER OF 8th AVENUE SOUTH and SOUTH C STREET) RESIDENTIAL	1	0.31		12	$ 20.00	$ 240.00
23	912 12TH AVE S	38434421152870101	LAND (East Portion of Private Property on 12th Avenue South) RESIDENTIAL	1	0.03		12	$ 20.00	$ 240.00
24	S H ST	38434421152850010	LAND (11th Avenue South and South 'H' Street and FEC Railway) RESIDENTIAL	1	0.14		12	$ 20.00	$ 240.00
25	SUNRISE CT	38434428080000130	LAND (Sunrise Court) 1 Parcel RESIDENTIAL	1	0.16		12	$ 20.00	$ 240.00
26	12TH AVE SOUTH - ROW		NORTH AND SOUTH SIDES OF 12TH AVE S - SHOULDER GREENSPACE	1	2		12	$ 50.00	$ 600.00
27	5TH AVE SOUTH		SOUTH A ST TO SOUTH F ST	1	1		12	$ 35.00	$ 420.00
28	8TH AVE SOUTH		SOUTH A ST TO SOUTH F ST	1	1		12	$ 35.00	$ 420.00
29	FEC GREENWAY		GREENBELT ADJACENT TO FEC TRACKS FROM 11TH AVE S TO SOUTH CITY LIMITS	1	1.50		12	$ 50.00	$ 600.00
30	9TH AVE S GREENWAY	-	9TH AVE SOUTH - SOUTH B ST TO SOUTH F ST	1	1	40' greenway / Seasonal cycle	40	$ 40.00	$ 1,600.00
31	1003 N F ST	38434421153180160	EASEMENT 10TH AVE NORTH (10th Ave North Between 'E' and 'F')	2	0.03		12	$ 25.00	$ 300.00
32	10TH AVE N	38434421153140160	EASEMENT 10TH AVE NORTH (South Property Line of 1010 10th Avenue North)	2	0.03		12	$ 25.00	$ 300.00
33	10TH AVE N	38434421153220010	EASEMENT 10TH AVE NORTH (South property line of 2121 10th Ave North)	2	0.06		12	$ 30.00	$ 360.00
34	1112 18TH AVE N	38434416060130014	R-O-W FLORIDA STREET (Dixie Hwy and 18th Ave North)	2	0.1		12	$ 20.00	$ 240.00
35	1203 18TH AVE N	38434416060030310	LAND (1203 18TH AVE N) RESIDENTIAL	2	0.6		12	$ 25.00	$ 300.00
36	1229 DETROIT ST	38434420150020000	PUBLIC SAFETY-FIRE STATION (1229 Detroit Street)	2	1.28	Seasonal cycle	40	$ 60.00	$ 2,400.00
37	1413 N D ST	38434416070001680	PARK (Sunset Ridge Park 2 of 2)	2	2	Seasonal cycle	40	$ 80.00	$ 3,200.00
38	1415 N D ST	38434416060060170	PARK (Sunset Ridge Park 1 of 2)	2	2	Seasonal cycle	40	$ 85.00	$ 3,400.00
39	1759 17TH AVE N	38434416330000160	LAND (1759 17TH AVE N) RESIDENTIAL	2	0.27		12	$ 20.00	$ 240.00
40	1761 3RD AVE N	38434421020340080	STORM WATER-1 (I 95 Between 2nd Ave North and 3rd Ave North-Parcel 1 of 3)	2	0.92	Bush hog mowing required	12	$ 35.00	$ 420.00
41	1772 2ND AVE N	38434421020340092	STORM WATER-1 (I 95 Between 2nd Ave North and 3rd Ave North-Parcel 2 of 3)	2	0.28	Bush hog mowing required	12	$ 30.00	$ 360.00
42	2ND AVE N	38434421020340093	STORM WATER (I 95 Between 2nd Ave North and 3rd Ave North-Parcel 3 of 3)	2	0.0078	Bush hog mowing required	12	$ 75.00	$ 900.00
43	1765 17TH AVE N	38434416330000150	LAND (1765 17TH AVE N) RESIDENTIAL	2	0.27		12	$ 20.00	$ 240.00
44	1781 16TH AVE N	38434416110000161	LAND (End of 16th Avenue North and I 95) RESIDENTIAL	2	0.1		12	$ 20.00	$ 240.00
45	1793 18TH AVE N	38434416080000170	LAND (West adjancent to 1788 18TH AVE NORTH) RESIDENTIAL	2	0.11		12	$ 20.00	$ 240.00
46	1837 15TH AVE N	38434416150010070	LAND (15th Avenue North adjacent to Lake Worth Middle) RESIDENTIAL	2	0.17		12	$ 20.00	$ 240.00
47	1900 2ND AVE N	38434421020210010	UTILITIES WAREHOUSE AND YARD (1880 2nd Avenue North) Parcel 2 of 2	2	1		12	$ 45.00	$ 540.00
48	1900 2ND AVE N	38434421020250010	UTILITIES WAREHOUSE AND YARD (1900 2nd Avenue North) Parcel 1 of 2	2	0.2	Incl. parking lot strips / Seasonal cycle	40	$ 30.00	$ 1,200.00
49	232 N A ST	38434421150680041	PARK (Pocket Park at 232 North 'A' Street Parcel 1 of 1)	2	0.13		12	$ 35.00	$ 420.00
50	601 N E ST	38434421151900320	LAND (601 North 'E' Street) RESIDENTIAL	2	0.08		12	$ 20.00	$ 240.00
51	622 N H ST	38434421151820110	LAND (622 North H Street) 1 Parcel RESIDENTIAL	2	0.08		12	$ 20.00	$ 240.00

52	624 HIGHLAND AVE	38434421100010140	LAND (624 Highland Avenue) RESIDENTIAL	2	0.14		12	$ 20.00	$ 240.00
53	7 N DIXIE HWY	38434421155160011	CITY HALL	2	0.20	Seasonal cycle	40	$ 50.00	$ 2,000.00
54	818 WORTHMORE DR	38434416000001180	PARK (Northwest Park 2 of 3) Baseball Fields	2	0.50		12	$ 50.00	$ 600.00
55	900 22ND AVE N	38434416000060010	PARK (Northwest Park 1 of 3) Baseball Fields	2	10		12	$ 300.00	$ 3,600.00
56	N E ST	38434421153200160	EASEMENT 10TH AVE NORTH (10th Ave North Between 'D' and 'E')	2	0.03		12	$ 25.00	$ 300.00
57	1702 LAKE WORTH RD	38434421020350011	LAND (1702 LAKE WORTH RD) Traffic Circle at A Street; Vacant land at NW corner; median	2	.30	Seasonal cycle	40	$ 45.00	$ 1,800.00
58	211 N H ST	38434421150560270	PARK (FITNESS ZONE PARK) Parcel 1 of 2	2	.08		12	$ 25.00	$ 300.00
59	215 N H ST	38434421150560250	PARK (FITNESS ZONE PARK) Parcel 2 of 2	2	.15		12	$ 20.00	$ 240.00
60	N G ST	38434421152080100	LAND (FEC Railway Between 7th-8th Avenue North and 'G' Street) 1 Parcel MIXED USE	2	0.27		12	$ 20.00	$ 240.00
61	N G ST	38434421152500092	LAND (FEC Railway Between 8th-9th Avenue North and 'G' Street) 2 Parcels MIXED USE	2	0.37		12	$ 20.00	$ 240.00
62	14TH AVE N		14TH AVE N AND CLARKE LN AT I-95 SOUND WALL	2	0.2		12	$ 20.00	$ 240.00
63	110 NORTH F STREET		LAND (Health Dept. Bldg site)	2	0.4		12	$ 30.00	$ 360.00
64	17TH AVE N		EAST SIDE AND WEST SIDE OF I-95 GREEN AREAS ALONG SIDEWALK	2	0.25		12	$ 30.00	$ 360.00
65	BOUTWELL ROAD		LAKE WORTH RD TO 2ND AVE N - EAST AND WEST SIDE OF ROW	2	0.08	Seasonal cycle	40	$ 35.00	$ 1,400.00
66	SHUFFLEBOARD BLDG		GRASS AREA NEXT TO FEC	2	0.05		12	$ 20.00	$ 240.00
67	12TH AVE NORTH ROW		ROW ON 12TH AVE N FROM NORTH A ST TO NORTH F ST	2	1.00		12	$ 60.00	$ 720.00
68	11TH AVE NORTH ROW		ROW ON 11TH AVE N FROM NORTH A ST TO NORTH F ST	2	1.00		12	$ 60.00	$ 720.00
69	9TH AVE NORTH ROW		ROW ON 9TH AVE N FROM NORTH A ST TO NORTH F ST	2	1.00		12	$ 50.00	$ 600.00
70	8TH AVE NORTH ROW		ROW ON 8TH AVE N FROM NORTH A ST TO NORTH F ST	2	1.00		12	$ 50.00	$ 600.00
71	5TH AVE N GREENWAY		5TH AVE NORTH - NORTH A ST TO NORTH C ST	2	0.5	40' wide greenway w/ sidewalk / Seasonal	40	$ 35.00	$ 1,400.00
72	1803 N FEDERAL HWY	38434415160180070	PARK (Pocket Park Corner of Wellesly Drive and North Federal Hwy)	3	0.37	Seasonal cycle	40	$ 30.00	$ 1,200.00
73	313 N M ST	38434421150920260	LAND (313 North 'M' Street) RESIDENTIAL	3	0.07		12	$ 20.00	$ 240.00
74	414 LAKE AVE	38434421155170010	CITY HALL ANNEX	3	0.5	Seasonal cycle	40	$ 45.00	$ 1,800.00
75	431 N K ST	38434421151140170	LAND (CORNER OF 6th AVENUE NORTH and NORTH K STREET) RESIDENTIAL	3	0.15		12	$ 20.00	$ 240.00
76	626 N K ST 3	38434421151760123	LAND (626 1/2 NORTH 'K' STREET) RESIDENTIAL	3	0.06		12	$ 25.00	$ 300.00
77	628 N K ST	38434421151760140	LAND (628 NORTH 'K' STREET) RESIDENTIAL	3	0.15		12	$ 20.00	$ 240.00
78	711 N L ST	38434421152180140	LAND (711 N L ST) RESIDENTIAL	3	0.16		12	$ 25.00	$ 300.00
79	14TH AVE N		N J TERRACE TO N J ST UNIMPROVED ROW	3	0.25		12	$ 30.00	$ 360.00
80	SNOOK ISLANDS		PARK GREEN AREA ALONG INTRACOASTAL NORTH SIDE OF LW BRIDGE	3	0.1		12	$ 25.00	$ 300.00
81	OLD BRIDGE PARK	38434426000010040	A-1-A PROPERTY NEXT TO BRIDGE / A1A MEDIANS AND SHOULDER ALONG CASINO LIMITS	3	1.2	Seasonal cycle	40	$ 60.00	$ 2,400.00
82	1506 S J ST	38434427010800030	LAND (1506 S J ST) 1 Parcel RESIDENTIAL	4	0.15		12	$ 20.00	$ 240.00
83	416 3RD AVE S 1	38434421150930013	LAND (416 3rd Ave South) RESIDENTIAL	4	0.10		12	$ 20.00	$ 240.00
84	711 3RD AVE S	38434421151150142	LAND (Rear portion of 302 South J Street) RESIDENTIAL	4	0.08		12	$ 20.00	$ 240.00
85	S FEDERAL HWY	38434421151610012	PARK (Pocket Park Corner of 5th Ave South and South Federal Hwy)	4	0.07		12	$ 35.00	$ 420.00
86	100 S GOLFVIEW RD	38434427000001000	BRYANT PARK INCL. TRIANGLE PARK (green area in between Lake and Lucerne at bridge)	4	16.20	Seasonal cycle	40	$ 320.00	$ 12,800.00
87	1121 S FEDERAL HWY	38434427010480140	LAND AND UNIT (1121 S FEDERAL HWY)	4	0.10		12	$ 20.00	$ 240.00
88	SOUTH PALMWAY MEDIANS		MEDIANS FROM 5TH AVE S TO 18TH AVE S	4	2	Seasonal cycle	40	$ 60.00	$ 2,400.00
89	16TH AVE SOUTH ROW		ROW ON 16TH AVE S FROM SOUTH N ST TO EAST SIDE FEDERAL HWY	4	0.25		12	$ 35.00	$ 420.00
90	14TH AVE SOUTH ROW		ROW ON 14TH AVE S FROM SOUTH L ST TO SOUTH M ST	4	0.25		12	$ 35.00	$ 420.00
91	13TH AVE SOUTH ROW		ROW ON 13TH AVE S FROM SOUTH L ST TO SOUTH N ST	4	0.50		12	$ 45.00	$ 540.00
92	9TH AVE SOUTH ROW		ROW ON 9TH AVE S FROM SOUTH J ST TO FEDERAL HWY	4	1.00		12	$ 50.00	$ 600.00
93	5TH AVE SOUTH ROW		ROW ON 5TH AVE S FROM SOUTH J ST TO SOUTH L ST	4	0.50		12	$ 50.00	$ 600.00
94	9TH AVE SOUTH ROW		ROW ON 9TH AVE S FROM S. LAKESIDE TO INTRACOASTAL	4	0.25		12	$ 30.00	$ 360.00
95	13TH AVE SOUTH ROW		ROW ON 13TH AVE S FROM S. LAKESIDE TO INTRACOASTAL	4	0.25		12	$ 30.00	$ 360.00
96	15TH AVE SOUTH ROW		ROW ON 15TH AVE S FROM S. LAKESIDE TO INTRACOASTAL	4	0.25		12	$ 30.00	$ 360.00
97	DIXIE HWY MEDIAN		MEDIAN AND SHOULDER ON DIXIE HWY FROM LAKE AVE TO 2ND AVE S	4	0.10	Seasonal cycle	40	$ 25.00	$ 1,000.00

TOTAL $ 128,300.00

BID
Contract for City-wide Lawn Maintenance Services
IFB # 15-113

CONTRACTOR VERIFICATION FORM

BIDDER:

Name of Firm: L.V. Superior Landscaping, Inc.

Address: 16059 Okeechobee Blvd
Loxahatchee, FL 33470

Telephone: (561) 439-8577

Fax: (561) 439-3701

Email: lvsuperiorlandscaping@hotmail.com

CONTRACTOR OF RECORD (if same, state "same as above"):

Name: SAME AS ABOVE

Address: _____

Telephone: ( ) _____

Email: _____

State License # _____ **(ATTACH APPLICABLE COPY)**

County License # B4013376 **(ATTACH APPLICABLE COPY)**

Type of License: Local Business

Unlimited NO (yes/no)

If "NO", Limited to what trade? Lawn + Landscape Maintenance

Is the Contractor/Licensee a full-time employee of Bidder?

✓ Yes ____ No ✓ N/A

Will the Contractor/Licensee be in responsible charge of the work performed and installed under this contract?

✓ Yes ____ No ____ N/A

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.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

3811 S 56TH TERR
GREENACRES, FL 33463-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0029 LAWN & LANDSCAPE MAINTENANCE	VASQUEZ LUCILO		B14.1497906 - 09/12/14	$33.00	B40133326

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2014/2015 LOCAL BUSINESS TAX RECEIPT

B1 - 518

LV SUPERIOR LANDSCAPING INC
LV SUPERIOR LANDSCAPING INC
2926 D RD
LOXAHATCHEE, FL 33470-4898

LBTR Number: 200710104
EXPIRES: SEPTEMBER 30, 2015

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
B-Safe Insurance
4772- A Okeechobee Blvd.
West Palm Beach, FL 33417
Phone (561)471-0100 Fax (561)697-2966

CONTACT NAME:
PHONE (A/C, No, Ext): (561)471-0100 FAX (A/C, No): (561)697-2966
E-MAIL ADDRESS: agency@bsafeins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ESSEX INSURANCE COMPANY	
INSURER B: PROGRESSIVE	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
LV SUPERIOR LANDSCAPING
16059 Okeechobee Blvd
LOXAHATCHEE FL 33470-

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC	N	N	3EA1776	06/16/2015	06/16/2016	EACH OCCURRENCE	$ 5,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
							MED EXP (Any one person)	$ 5,000.00
							PERSONAL & ADV INJURY	$ 5,000,000.00
							GENERAL AGGREGATE	$ 5,000,000.00
							PRODUCTS - COMP/OP AGG	$ 1,000,000.00
								$
B	AUTOMOBILE LIABILITY ☑ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	N	N	08243746-1	09/16/2014	09/16/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000.00
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000.00
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION$						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		N	N					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CITY OF LAKE WORTH
7 N DIXIE HIGHWAY
LAKE WORTH,FL 33460

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BORIS JOFRE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Automatic Data Processing Insurance Agency, Inc.
1 Adp Boulevard
Roseland, NJ 07068

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Technology Insurance Company, Inc.	42376
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

L.V. SUPERIOR LANDSCAPING INC
2926 D Rd
Loxahatchee, FL 33470

COVERAGES CERTIFICATE NUMBER: 370851 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: Y	N / A	N	TWC3444035	12/11/2014	12/11/2015	X PER STATUTE / OTH-ER
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job Reference: IFB NO. 15-113
Contractor License: Lawn Maintenance

CERTIFICATE HOLDER

City of Lake Worth
7 N Dixie Highway
Lake Worth, FL 33460

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary M. Thomas

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ACORD 25 (2014/01)

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(B8)

IFB # 15-113
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

L.V. Superior Landscaping, Inc. does:
(Name of Business)

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

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

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidders Authorized Signature

Print Name: Lucilo Vasquez

07-28-15
Date

Not Applicable

(B9)

FLORIDA TRENCH SAFETY COMPLIANCE

This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.

☐ If Not Applicable - Check this Box and sign below.

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:

   ☐ Included in the specifications for this bid or

   ☐ Are identified as: _____

2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.

3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

Note: Included in the various bid items on Form B-3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B-10 shall be consistent with Form B-3. The bid items for trench safety compliance on Form B-3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost per Linear Foot	Linear Feet	Extended Cost
A.				
B.				
C.				

	Shoring Safety Measure (Description)	Cost per Square Foot	Square Feet	Extended Cost
D.				
E.				
F.				

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.

Bidder Firm: L.V. Superior Landscaping, Inc

Authorized Signature: [signature]

Date: 07-28-15

Existing & Projected Workload
LV Superior Landscaping, Inc.

Owner: The School District of Palm Beach County
Project Name: Landscape & Lawn Maintenance for 48 Schools
Dates of Service: November 2007 – present
Contract Amount: $442,155

Owner: Indian Trail Improvement District
Project Name: District Wide Parks Mowing of 9 Parks and Administration Building
Dates of Service: November 2011 – present
Contract Amount: $40,622

Owner: Board of County Commissioners
Palm Beach County Parks & Recreation
Project Name: Lawn & Landscape Maintenance for 3 Parks
Dates of Service: September 2013 – present
Contract Amount: $48,000

Owner: Board of County Commissioners
Palm Beach County Fire Rescue Stations
Project Name: Lawn & Landscape Maintenance for 15 Fire Stations
Dates of Service: July 2009 – present
Contract Amount: $129,000

Owner: Board of County Commissioners
Palm Beach County West Jupiter Community Center & Head Start
Project Name: Lawn & Landscape Services
Dates of Service: February 2013 – present
Contract Amount: $14,000

Owner: State of Florida/Palm Beach County Health Departments
Project Name: Lawn & Landscape Service for 7 Health Departments
Dates of Service: February 2013 – present
Contract Amount: $74,885

Owner: Village of Royal Palm Beach Parks
Project Name: Landscape & Lawn Maintenance for 8 Parks
Dates of Service: August 2012 – August 2015
Contract Amount: $41,755

Owner: Palm Beach County Palm Tran Stations
Project Name: Grounds Maintenance for 4 Palm Tran Stations
Dates of Service: September 2013 -- present
Contract Amount: $45,000

Owner: City of Boynton Beach
Project Name: Landscape & Lawn Maintenance for Streetscapes, Future Park Sites, Fire Stations, Lift Stations, Code Compliance Properties
Dates of Service: March 2013 -- present
Contract Amount: $85,992

Owner: City of Delray Beach
Project Name: Landscape & Lawn Maintenance for Streetscape Medians and Right of Ways
Dates of Service: May 2015 -- present
Contract Amount: $46,075

Owner: City of West Palm Beach
Project Name: Landscape & Lawn Maintenance for Streetscape Medians and Right of Ways, Fire Stations
Dates of Service: January 2013 -- present
Contract Amount: $216,000

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

Addendum No. 1
IFB 15-113

CONTRACT FOR CITY-WIDE LAWN MAINTENANCE SERVICES

Each recipient of this Addendum No. 1 to the Invitation 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.

CLARIFICATION:

1) Can a proposer only price out certain items or do all items need to be priced?
A: All line items are to be priced accordingly to be considered a responsive bid. If bid line items are left blank, the bid will be considered non-responsive.

2) Will the contract be awarded to one vendor or multiple vendors?
A: It is the City's intent to award to a single vendor; however, based on the bid results, the City may elect to award to multiple vendors to ensure proper service.

3) What is the City's estimated budget for these services?
A: The current bid contains many more additional locations than the current contracts. Therefore, the total budget for this increased contract is uncertain. The current allocation for the existing contract is approximately $72,000.

4) Can you provide the list of City-owned property in Excel format?
A: It will be emailed to all attendees of the pre-bid meeting held on July 7, 2015. Additional requests for the document in Excel format should be requested through Hirut Darge, Purchasing Agent, at hdarge@lakeworth.org.

5) Can you provide the current vendor contracts and the 2012 bid document and bid tab?
A. They are attached to this Addendum No. 1.

6) How long will the new contract for this bid remain in effect?
A. The contract will be effective for one year from date of Commission signing, with two (2) additional one (1) year options (up to three (3) years).

7) Does this IFB include any additional services such as hedge trimming or weed control?
A. No, this IFB is for mowing services only.

8) Will site visits be conducted by the City?
B. No, but you are welcome to visit the locations at your leisure.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

Proposers must acknowledge receipt of this Addendum No. 1 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
Finance Office
July 15, 2015

Signed By: Hirut Darge
Hirut Darge
Purchasing Agent

PROPOSER/Company

Name: L.V. Superior Landscaping, Inc.

Signed By: LVV

Print Name: Lucilo Vasquez

Title: President

Date: 07-28-15

City of Lake Worth
PROCUREMENT OFFICE

INVITATION FOR BID

IFB NO. 15-113

Contract for City-wide Lawn Maintenance Services

Bid Submission Deadline

Day / Date: **July 29, 2015**
Time: 3:00 PM
Location: Finance Office
7 North Dixie Highway, 2nd Floor
Lake Worth, FL 33460

Pre-Bid Meeting

Day / Date: **July 7, 2015**
Time: 10:00 AM
Location: City Hall Conference Room, 1st Floor
7 N. Dixie Highway
Lake Worth, FL 33460

PROCUREMENT OFFICE
7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1651

INVITATION FOR BID
IFB # 15-113

Contract for City-wide Lawn Maintenance Services

The City of Lake Worth is soliciting bids from responsible and experienced lawn maintenance contractors to perform lawn mowing services for the City of Lake Worth's municipally owned lots.

The scope of work is inclusive of all of the following and as further detailed in Attachment A:

- Trash pickup and removal prior to mowing (cups, napkins, bags, etc.)
- Branch removal and placement adjacent to curb (City to haul away)
- Lawn mowing of property
- Edge trimming of lawn adjacent to curbs, sidewalks, pavement, property lines
- String trimming around posts, trees, monuments, hedges, etc.
- Blowing of trimmings out of roadway, sidewalks, and other areas back onto green area
- Sweeping of trimmings if necessary back onto green area

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 Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00 PM on July 29, 2015**, 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.

A Pre-Bid meeting is scheduled for 10:00 AM on July 7, 2015, located at City Hall, City Hall Conference Room, 1st Floor, 7 North Dixie Highway, Lake Worth, FL 33460.

All bids must be delivered or mailed to:

City of Lake Worth, Finance Office
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # 15-113. Bids shall be accompanied by a certified check, cashier's check, or Bid Bond in an amount not less than 5% of bid.

Hirut Darge, Purchasing Agent

PUBLISH: Palm Beach Post
June 21, 2015

Contract for City-wide Lawn Maintenance Services
IFB #15-113

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 accomplished by addenda. All dates and times are subject to change.

ACTION	COMPLETION DATE
IFB Publication Date, Palm Beach Post	June 21, 2015
Pre-Bid Meeting, City Hall	**July 7, 2015, 10:00 AM**
Final Questions Due	July 10, 2015, 3:00 PM
Addenda Published	July 15, 2015
Proposals Due	**July 29, 2015, 3:00 PM**

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TO

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

CONTRACT FOR CITY-WIDE LAWN MAINTENANCE SERVICES

IFB #15-113

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SECTION 1 - SCOPE OF WORK
SECTION 2 - SPECIAL TERMS
SECTION 3 - MINIMUM QUALIFICATIONS
- CONTRACTOR'S PRIOR EXPERIENCE FORM - Form A-1

SECTION 4 - INSTRUCTIONS TO BIDDERS
- BID PACKAGE COVER SHEET - Form B-1
- BID - Form B-2
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STANDARD CITY FORMS

SECTION 1 - SCOPE OF WORK

Contract for City-wide Lawn Maintenance Services

The City of Lake Worth is soliciting bids from responsible and experienced lawn maintenance contractors to perform lawn maintenance services for the City of Lake Worth's municipally owned lots.

The scope of work is inclusive of all of the following and as further detailed in the Special Terms below:

- Trash pickup and removal prior to mowing (cups, napkins, bags,etc.)
- Branch removal and placement adjacent to curb (City to haul away)
- Lawn mowing of property
- Edge trimming of lawn adjacent to curbs, sidewalks, pavement, property lines
- String trimming around posts, trees, monuments, hedges, etc.
- Blowing of trimmings out of roadway, sidewalks, and other areas back onto green area
- Sweeping of trimmings if necessary back onto green area

All work shall be performed in a professional, competent and workmanlike manner. **The project will be awarded as a lump sum contract; however the bid form "Attachment A" is to be completed with unit prices for each location and the City may choose to eliminate sites at its sole discretion**. The Bid shall be completed on Bid Form B3 "Attachment A".

SECTION 2 – SPECIAL TERMS

1. Pre-Bid Conference
A Pre-Bid Conference is scheduled at 10:00 AM on July 7, 2015 at the City Hall Conference Room, 7 North Dixie Highway, Lake Worth, Florida 33460 to provide potential bidders the opportunity to ask questions and receive clarification concerning the project. All contractors wishing to submit bids are strongly encouraged to attend in order to familiarize themselves with the sites, ask questions, and perform inspections.

2. Term of Agreement. The term of this Agreement shall for a period of one (1) year from the date of the contract with the option to renew for two (2) additional one (1) year periods, for a total possible contract of 3 years. The City may terminate the Agreement subject to the provisions of the Agreement. The contract term shall commence on October 1, 2015 and expire on September 30, 2016 unless otherwise renewed by mutual agreement of the contractor and City.

3. Permits and Fees. In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of Lake Worth for following permits or licenses, impact, inspection or other fees for this Project under the Contract: (F.S. 218.80)

(Permit)	(Fee/Amount or calculation)
N/A	N/A

4. **Licenses**. Each Bidder shall have the following licenses at the time of bid submittal or its bid may be disqualified:

- The contractor warrants that it is a corporation duly licensed to do business in the State of Florida (provide proof of licensure)

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.

5. Construction Bond.
Not Applicable.

6. **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". Selected bidder will need to supply additional insured endorsements.

7. **Other Special Conditions**:

Work hours are subject to the City's Code of Ordinances provisions. No work on Sunday & Holiday, unless a waiver is authorized by Public Services with at least a 48 hours advanced notice.

The services to be provided under this IFB are set to commence upon the City's issuance of a notice to proceed. Due to the nature of the services, the notice to proceed may be by oral communication to the selected bidder. All bidders must have all necessary equipment and/or personnel to immediately commence upon receipt of the notice to proceed.

The City reserves the right to award contract(s) either in whole or part to the lowest, most responsive and responsible bidder(s).

8. **Scheduled Maintenance**

“Seasonal cycle” maintenance (High profile public use areas)

a) Mow all grass areas to a minimum height of 3.5 inches 40 times per year:
    i. April – November = once per week
    ii. December – March = every other week
b) String trim each time grass is cut
c) Edge all planter beds, mulched areas, trees, sidewalks and roadways each time grass is cut.
d) Remove all litter, palm fronds and debris before mowing.
e) Blow all leaves and clippings from sidewalks, pavilions, parking lots and adjacent roadways each time grass is mowed. **Do not blow any debris onto streets or into storm drains.**
f) Notify City staff of any broken benches, tables, irrigation components and any safety issues.
g) String trim all cemetery headstones once per month.

Monthly maintenance (Low profile City property)
a) Mow all grass areas to a minimum height of 3.5 inches 12 times per year (once per month)
b) Edge at sidewalks and roadways once per month.
c) Remove all litter, palm fronds and debris before mowing.
d) Blow all leaves and clippings from sidewalks, pavilions, parking lots and adjacent roadways each time grass is mowed. **Do not blow any debris onto streets or into storm drains.**
e) Notify City contact of any waste debris or large illegally dumped materials

Monthly reports must be submitted to the City’s project manager and shall include a list of work provided with dates and the condition of the various areas.

SECTION 3 - MINIMUM QUALIFICATIONS

CHECKLIST

Contractors must meet the following minimum requirements in order to be considered for award.

Contractors not meeting these requirements will be disqualified. All decisions of the City are final.

1. Contractor must be actively engaged in the business of lawn maintenance for a period of at least the last five (5) years prior to this bid.
2. Contractor must demonstrate that it has the resources in labor and equipment to properly service the maintenance needs of this contract. Submittal of a summary of available labor staff and available equipment is required.

Complete Form A1 - Contractor's Prior Experience Form

1. Contractor must be a corporation duly licensed in the State of FL. Please submit a copy of the license with this bid submittal package.

BID
Contract for City-wide Lawn Maintenance Services
IFB # 15-113

Contractor's Prior Experience Form

Contractor must provide two (2) references for each project identified to satisfy the minimum experience requirements. A reference person must be someone who has personal knowledge of the Contractor's and Subcontractor's performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

Contractor' Name: _____

PROJECT **(FIRST PROJECT)**

Name of Project: _____

Project Location: _____

Description of Project: _____

_____

_____

_____

_____

Describe the project construction elements (type of project, road lanes, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

_____

_____

_____

Description of any Change Orders: _____

_____

Contract Name: _____ Contract Amount: _____

Project Start Date:_____ Project End Date: _____

Contact Name & Title: _____

Phone Number:_(_____)_____ Email Address: _____

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

Contractor' Name: _____

PROJECT (SECOND PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

_____

_____

_____

_____

Describe the project construction elements (type of project, road lanes, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

_____

_____

_____

Description of any Change Orders: _____

_____

Contract Name: _____ Contract Amount: _____

Project Start Date:_____ Project End Date: _____

Contact Name & Title: _____

Phone Number:_(_____)_____ Email Address: _____

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

SECTION 4 - INSTRUCTIONS TO BIDDERS

1. HOW TO SUBMIT A BID:

a. **The original and two (2) 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
Finance 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 addenda, 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:

Minimum Requirements and Checklist and Form A1
B1 Bid Package Cover Sheet
B2 Bid
B3 Schedule of Bid Items
B4 Substitution Sheet
B5 Schedule of Subcontractors
B6 Contractor Verification
B7 Reference List
B8 Drug Free Certification
B9 Florida Trench Safety Form
B10 Contractor's Existing and Projected Workload
___ Copies of required licenses, certificates or registrations
___ Any issued Addenda

The Bid Submission Package, and any other required documents must be returned in order for the bid to be considered and responsive.

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 (B1 – B9)**. 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 one hundred twenty (120) 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.

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.

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. **The Schedule of Subcontractors form must be completed with the listing of anticipated subcontractors. Failure to submit the completed form may result in the City rejecting the bid.**

8. BID BONDS OR DEPOSITS – Not Applicable

9. 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.

10. 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

11. 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.

12. OFFICE OF THE INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, this IFB and resulting Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in additional to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

13. 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.

14. 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, Finance
City of Lake Worth, Procurement Office
7 N. Dixie Hwy.
Lake Worth, Fl 33460
E-mail: hdarge@lakeworth.org
(561) 586-1654

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.

15. 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.

16. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the lowest responsive, responsible bidder 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.
5. Past Performance
6. Content of the bid

The above criteria are equally weighted.

17. 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.

18. 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.

19. PROCUREMENT CODE. The City of Lake Worth's procurement code is to be followed for City funded projects.

20. 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.

21. PROTEST PROCEDURE. Any actual Bidder who is aggrieved in connection with this IFB may protest such procurement. The protest must be filed with the City in accordance with Palm Beach County Purchasing Code protest requirements. A complete copy of the county's code is available on-line at municode.com under the County's code of ordinances, section 2-55. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

Sec. 2-55. Protested solicitations and awards.

(a) Right to protest. After posting of the recommended awardee, any bidder or proposer who is aggrieved in connection with the recommended award may protest in writing to the director of purchasing. The right to protest is limited to those procurements of goods or services solicited through an invitation for bid or a request for proposal. Recommended awards less than the mandatory bid or proposal amount cannot be protested.

(b) Notice of protest. The protest shall be submitted within five (5) business days after posting of the award recommendation. The protest shall be in writing and shall identify the protestor and the solicitation, and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received and date/time stamped by the department of purchasing. Neither the director of purchasing nor a special master shall consider any issue not submitted in writing within the time frame specified for the notice of protest.

22. 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 ay solicitation made by the City of Lake Worth.

23. PUBLIC RECORDS REQUESTS DURING BID OPENINGS

Sec. 255.0518, Fla. Stat., requires that when the bids are open, they must be opened at a public meeting (held in accordance with sec. 286.011, Fla. Stat.); the name of each bidder and the price submitted on each bid must be announced; and the name of each bidder and the price must be made available by the City upon request. Sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or thirty (30) days after the opening of the proposal / bid. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws there issued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

24. 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.

25. 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.

26. 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.

END OF SECTION 4 - INSTRUCTIONS TO BIDDERS

(B1)

BID PACKAGE COVER SHEET

IFB #15-113 Project Title: Contract for City-wide Lawn Maintenance Services

Bidder Company Name: ……

Enclose the following documents:

_____ 1. Bid Package Cover Sheet. (B1)

_____ 2. Prior Experience. (A1)

_____ 3. Bid (B2) Must be signed.

_____ 4. Schedule of Bid Items (B3) Must be signed.

_____ 5. Substitution Sheet (B4). If none, mark "none".

_____ 6. Schedule of Sub-contractors (B5). If none, mark "none".

_____ 7. Contractor Verification (B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.

_____ 8. Reference List (B7)

_____ 9. Drug Free Certification (B8)

_____ 10. Trench Safety Compliance Form (B9)

_____ 11. Contractor's Existing and Projected Workload (B10)

_____ 12. Copies of Licenses, Certifications and Registrations (Contractor to Supply)

_____ 13. Any issued Addenda

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 (2) 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.

BID
Contract for City-wide Lawn Maintenance Services
IFB # 15-113

Proposal of:

_____
(Bidder Company Name)

Bid Amount: $_____

(Write Dollar Figure Here)

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 Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.

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 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. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards. Special attention and care to keep the City's municipal stormwater system free from mowing trimmings and debris.

9. The City reserves the right to select and include one or more alternates in the Project and work.

10. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.
Name Address

_____

_____

11. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name Address

_____

_____

12. 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.

13. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

14. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate. 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 Firm: _____

Main Address: _____ ST_____ Zip_____

Phone: (_____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Project Contact Name: _____ Title: _____

Phone: (_____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B3)

BID

Contract for City-wide Lawn Maintenance Services
IFB # 15-113

Schedule of Unit Bid Items

In accordance with the specifications and Scope of Work included with this bid, following is the recommended unit prices in order to evaluate the total bid as submitted with your proposal. These prices are intended to equal the total base bid as submitted at the top of Form B2 of the IFB. These prices are used as a tool for the evaluation of the bid(s).

PLEASE USE ATTACHMENT "A" PRICING SCHEDULE

Name of Firm: _____

Print Name:_____ Title: _____

SIGNATURE: _____ Date: _____

BID
Contract for City-wide Lawn Maintenance Services
IFB # 15-113

SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any contract requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan.

Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR MAKE BID ITEM NO. SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____

BID
Contract for City-wide Lawn Maintenance Services
IFB # 15-113

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.

BID
Contract for City-wide Lawn Maintenance Services
IFB # 15-113

CONTRACTOR VERIFICATION FORM

BIDDER:

Name of Firm:_____

Address: _____

_____

Telephone: ( ) _____

Fax: ( ) _____

Email: _____

CONTRACTOR OF RECORD (if same, state "same as above"):

Name: _____

Address: _____

_____

Telephone: ( ) _____

Email: _____

State License # _____ (**ATTACH APPLICABLE COPY)**

County License # _____ (**ATTACH APPLICABLE COPY**)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Contractor/Licensee a full-time employee of Bidder?

____ Yes _____ No _____ N/A

Will the Contractor/Licensee be in responsible charge of the work performed and installed under this contract?

____ Yes _____ No _____ N/A

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.

Contract for City-wide Lawn Maintenance Services

IFB # 15-113

LIST OF REFERENCES

NOTE: If you completed A1 this form may be omitted.

1. Owner's Name & Address: _____

_____

_____

Project: _____

Contact Person: _____

Telephone: (____) _____ Fax: (____) _____ E-Mail: _____

2. Owner's Name & Address: _____

_____

_____

Project: _____

Contact Person: _____

Telephone: (____) _____ Fax: (____) _____ E-Mail: _____

3. Owner's Name & Address: _____

_____

_____

Project: _____

Contact Person: _____

Telephone: (____) _____ Fax: (____) _____ E-Mail: _____

(B8)

IFB # 15-113
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

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

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

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidders Authorized Signature

Print Name: _____

_____
Date

FLORIDA TRENCH SAFETY COMPLIANCE

This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.

☐ If Not Applicable - Check this Box and sign below.

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:

   ☐ Included in the specifications for this bid or

   ☐ Are identified as: _____

2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.

3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

Note: Included in the various bid items on Form B-3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B-10 shall be consistent with Form B-3. The bid items for trench safety compliance on Form B-3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost per Linear Foot	Linear Feet	Extended Cost
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____

	Shoring Safety Measure (Description)	Cost per Square Foot	Square Feet	Extended Cost
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____
F.	_____	_____	_____	_____

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.

Bidder Firm: _____

Authorized Signature: _____

Date: _____

IFB #15-113

Contractor's Existing and Projected Workload Form

List all major lawn maintenance contracts your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required. Failure to fully and accurate complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date

AGREEMENT BETWEEN THE CITY AND CONTRACTOR REGARDING THE MAINTENANCE OF MUNICIPALLY OWNED LOTS

THIS AGREEMENT is made this ___ day of _____, 2015 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 LV Superior Landscaping, Inc, with its office located at 16059 Okeechobee Blvd., Loxahatchee, FL 33470 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 lawn mowing services for the City of Lake Worth's municipally owned lots 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, 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 #15-113 ("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, including addendums
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 Public 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, 2015 through September 30, 2016. 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 lawn mowing services of CITY owned lots as set forth by the terms and conditions of IFB # 15-113 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.

Ill. 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. Facilities

4.1 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.

V. Fee and Ordering Mechanism

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to an annual fee for services performed and accepted by the City, which is one hundred twenty-eight thousand three hundred dollars ($128,300.00) as set forth in the Agreement.

The CONTRACTOR shall be paid on a monthly basis upon the receipt and approval of an invoice.

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

5.3 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.

VI. Maximum Costs

6.1 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 a ddendums approved during the performance of this Contract.

VII. Billing

7.1 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.

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

VIII. Audit by City

8.1 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.

IX. Copies of Data/Documents

9.1 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.

X. Ownership

10.1 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.

XI. Written Authorization Required

11.1 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.

XII. Defaults, Termination of Agreement

12.1 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 22 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.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, upon 60 day's 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 de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

XIII. Insurance

Prior to the effective date of this contract, CONTRACTOR shall be required to submit to the finance department, a copy of its Certificate of Insurance, reflecting, at a minimum, the coverages required in IFB #15-113.

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.

XIV. Waiver of Breach

14.1 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.

XV. Indemnity

15.1 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, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, 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).

15.2 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.

15.3 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.

XVI. Entire Agreement

16.1 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.

XVII. Assignment

17.1 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.

17.2 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.

XVIII. Successors and Assigns

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

XIX. Waiver of Trial by Jury

19.1 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.

XX. Governing Law

20.1 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.

XXI. Time is of the Essence

21.1 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.

21.2 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.

XXII. Notices

22.1 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:

L.V. Superior Landscaping, Inc.
16059 Okeechobee Blvd.
Loxahatchee, FL 33470

XXIII. Severability

23.1 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.

XXIV. 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 either 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 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.

XXVII. Palm Beach County IG

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.

XXVIII. Public Entity Crimes

28.1 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 Statues, 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.

XXIX. Preparation

29.1 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: **L.V. SUPERIOR LANDSCAPING, INC.**

By: _____
Print Name: Lucilo Vasquez
Title: President

[Corporate Seal]

L.V. Superior Landscaping, Inc. CORPORATE 2006 SEAL Florida

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 21 day of August, 2015 by Lucilo Vasquez, as President of L.V. Superior Landscaping, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____
Print Name: _____
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MARGO MCQUAID
MY COMMISSION #FF188917
EXPIRES January 12, 2019
(407) 398-0153 FloridaNotaryService.com

CITY OF LAKE WORTH

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

AGENDA DATE: September 1, 2015, Regular Meeting **DEPARTMENT:** Legal

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EXECUTIVE BRIEF

TITLE:
Agreement for Legal Services with the Law Offices of Andrew DeGraffenreidt.

SUMMARY:

The Agreement allows for the use of the Law Offices of Andrew DeGraffenreidt regarding the defense and prosecution of municipal ordinance cases.

BACKGROUND AND JUSTIFICATION:
For years, the City has been using the Law Offices of Andrew DeGraffenreidt as outside counsel to defend lawsuits and prosecute municipal ordinance violations on behalf of the City. At this time, Mr. DeGraffendreidt is only prosecuting municipal ordinance violations on behalf of the City.

The Finance Department confirmed with the City Clerk's office that the City does not have an existing contract with Mr. DeGraffendreidt. Past payments to him may have been based on a previous contract within the approval limits of the City Manager.

The attached agreement for legal services establishes Mr. DeGraffendreidt's hourly rate at $150 per hour with the right of either party to terminate the agreement upon written notice. Pursuant to section 2-112(c)(4) of the City's procurement code, the City Attorney recommends Mr. DeGraffendreidt as possessing the expertise and skill necessary to prosecute the municipal ordinance cases.

At this time, the City has received invoices of approximately $24,480 from Mr. DeGraffendreidt and it is conservatively anticipated that approximately $15,000 should be reserved for the remainder of the fiscal year. The City is seeing an increase in costs associated with prosecution of municipal ordinance violations which may be due to an increase in requests for trial by the defendants and separately set hearings. The City Attorney is currently working with PBSO to establish a monthly county court first appearance hearing date for all municipal ordinance violations. This should help to reduce the costs to the City to prosecute such violations.

MOTION:
I move to approve / not approve the legal services agreement with the Law Offices of Andrew DeGraffenreidt.

ATTACHMENT(S):
Fiscal Impact Analysis
Legal Services Agreement
Summary of Cases

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	15,000	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	15,000	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:

Legal Services		Law Office of Andrew DeGraffenreidt				
Account Number (s)		**Account Description**	**FY 2015 Budget**	**Available Balance**	**Agenda Expenses**	**Remaining Balance**
		Legal Services			$	

C. Department Fiscal Review: ___SJ_____

CITY OF LAKE WORTH STANDARD
AGREEMENT FOR LEGAL SERVICES

This Standard Agreement ("Agreement") is made as of the 9th day of February, 2015, by and between the **City of Lake Worth**, a Florida Municipal Corporation, whose mailing address is 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Andrew DeGraffenreidt** whose mailing address is 319 Clematis Street, Suite 602, West Palm Beach, FL 33401 ("Firm").

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

SECTION 1 – SCOPE OF SERVICES AND TERMINATION

1.1 The City engages the Firm to provide legal services as it relates to municipal ordinance violations. The City and Firm reserve the right to earlier terminate this Agreement upon written notice to the other. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

SECTION 2 – REMEDIES

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

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

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

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

SECTION 4 - AUTHORITY TO PRACTICE

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

SECTION 5 – SEVERABILITY

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

SECTION 6 - PUBLIC ENTITY CRIMES

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

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

SECTION 8 – WAIVER

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

SECTION 9 – COMPLIANCE

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

SECTION 10 – EFFECTIVENESS AND PALM BEACH COUNTY IG

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

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

SECTION 11 – INDEPENDENT CONTRACTOR

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

SECTION 12 –COMPENSATION AND INVOICING

12.1 The City shall compensate the Firm on an hourly basis of $150.00 per hour for legal services.

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

12.3 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. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each

task, using 1/10 of an hour increments. The City does not accept grouping of activities or "block billing." Each task must be billed separately and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Firm, is not permitted by the City.

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

(a) In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought).

(b) The City will not pay for local facsimile transmissions.

(c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.

(d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statues.

(e) The City does not pay for local travel (Palm Beach County), including, but not limited to, attorney's time for such local travel and/or reimbursement for meals.

(f) For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Lake Worth Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

(g) The City will not be responsible for the cost of any computerized legal research service that the Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the City requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed $300) must be discussed with and approved in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the City will not pay for research that is routine in nature. The City will pay only for updating and Shepardizing existing research and/or fact specific research.

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

SECTION 13 - INSURANCE

13.1 The Firm shall maintain during the term of this Agreement 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 Firm.

Type of Coverage	Amount of Coverage
Professional liability/ Errors and Omissions	$300,000 annual aggregate
Commercial General Liability Insurance	$300,000
Automobile Liability (optional /per case basis)	$300,000
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 Firm of its liability and obligations under this Agreement.

SECTION 14 – PUBLIC RECORDS

14.1 Pursuant to section 119.0701, Florida Statutes, the Firm shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if applicable, 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 Firm 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 LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH

ATTESTS:

By:_____
Pamela J. Lopez, City Clerk

By:_____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:_____
Glen J. Torcivia, City Attorney

FIRM: LAW OFFICES OF ANDREW DEGRAFFENREIDT, LLC

By: Andrew DeGraffenreidt

[Corporate Seal]

Print Name: ANDREW DEGRAFFENREIDT

Title: Manager

CITY OF LAKE WORTH

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

AGENDA DATE: September 1, 2015 Regular Meeting **DEPARTMENT:** City Commission

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EXECUTIVE BRIEF

TITLE:
Ratify board members to various City advisory boards

SUMMARY:
This item is to ratify the appointment and reappointment of members to the Community Redevelopment Agency and Recreation Advisory, Electric Utility Advisory and City Tree Boards.

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

On November 4, 2014, the Commission adopted an ordinance to provide for an elected official to waive his or her right to make an appointment. It also provides for the next elected official responsible for an appointment to make it.

The following appointments and reappointments are requested to be ratified:

Community Redevelopment Agency:
Mayor's reappointment of Bernard Guthrie for a term ending on August 21, 2018

Recreation Advisory Board:
Mayor's appointment of Paul Pierre for a term ending on July 31, 2018

Electric Utility Advisory Board:
Vice Mayor's reappointment of Peggy Fisher for a term ending on July 31, 2018

City Tree Board:
Mayor's appointment of Katherine Curtis to fill an unexpired term ending on July 31, 2016; and
Commissioner Christopher McVoy's reappointment of Richard Stowe for a term ending on July 31, 2018

MOTION:
I move to ratify the Mayor's reappointment of Bernard Guthrie to the Community Redevelopment Agency for a term ending on August 21, 2018 and the appointments of Paul Pierre to the Recreation Advisory Board for a term ending on July 31, 2018 and Katherine Curtis to the City Tree Board to fill an unexpired term ending on July 31, 2016; the Vice Mayor's reappointment of Peggy Fisher to the Electric Utility Advisory Board for a term ending on July 31, 2018; and Commissioner Christopher McVoy's reappointment of Richard Stowe to the City Tree Board for a term ending on July 31, 2018.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Board Membership Applications
Board Logs

APPLICANT'S NAME: Bernard F. Guthrie Jr. (Chip)
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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

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

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

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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. **PERSONAL**

Name: Mr./Mrs./Ms. *(circle one)* Bernard F. Guthrie Jr. (Chip)
(print)

Residence: 823 South Palmway

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: Re_appointment

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (____) None Business Phone: (____) _____

Cell Phone: (561) 719-6696 Email Address: bguthrie@pottydc

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? 57 years

List all properties owned and/or business interests in Lake Worth? Potty Do
823 South Palmway, 424 No. Dixie, 323 No. G Street

What is your occupation? Contractor

Employer? Self

Business Address: (CRA board only) 424 No Dixie Hwy

Are you currently serving on any City advisory Board? Yes

If so, which board? CRA

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

If so, when and which board(s)? Code Enforcement

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: Lake Worth High Scho Date of Graduation: 1976

College: _____ Degree: _____ Date of Graduation: _____

Resume attached? yes _____ no XX

3. **WORK EXPERIENCE**

Plumbing, remodeling, sevice and repair Plumbing C

4. **INTEREST/ACTIVITIES**

5. **COMMUNITY INVOLVEMENT**

Neighborhood Association (SPPNA) Habitat for Hum

NAPC and CRA Neighborhood Clean-ups.

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

Continue efforts to erradicate blight by promoting den
abandoned housing replacing with owner occupied
family residences, restoring public transportation
to our beach, restoring sidewalks and street lighting
in the core CRA district, promoting Lake Worth's ar
through LULA and continuing development West of

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.

PLEASE INITIAL BFG BFG

Signature

7/15/15
Date

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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

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Florida
DRIVER LICENSE CLASS E
BERNARD FRANCIS GUTHRIE JR
123 SOUTH PALM WAY
LAKE WORTH, FL 33460-5033
SEX:
ISSUED:
DRIVER
Operation of a motor vehicle constitutes consent to any sobriety test required by law.

APPLICANT'S NAME: Paul Hubert Pierre
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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

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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. **PERSONAL**

Name: (Mr./Mrs./Ms. *(circle one)* PIERRE Paul H. (print)

Residence: 22 South D Street

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: _____

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (____) _____ Business Phone: (____) _____

Cell Phone: (561) 452 4234 Email Address: p.hubertopierre@gmail.com

Are you a citizen of the United States? NO

Are you a registered Palm Beach County voter? NO

Are you a registered Lake Worth voter? NO

How long have you been a resident of Lake Worth? ~~Aborted~~ 3 yrs

List all properties owned and/or business interests in Lake Worth? For the Haitian Community Better Served, DIVERSITY

What is your occupation? Educator and Community Dev. Professional

Employer? NONE

Business Address: (CRA board only) —

Are you currently serving on any City advisory Board? NONE

If so, which board? —

Have you ever served on a City of Lake Worth board? NO

If so, when and which board(s)? —

_____

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: Lycée Stenio Vincent Date of Graduation: 07.30.99
College: UEH Degree: B.A Date of Graduation: 07.30.03
Resume attached? yes X no _____

3. **WORK EXPERIENCE**

1. Financial Services Representative, PNC
2. Cluster Lead Associate, UN. IASC-IOM
3. The HAP
3. Program Manager/ Principal, T.H.P. Inc.

4. **INTEREST/ACTIVITIES**

Youth Development, Economic Empowerment Arts and Culture, Civil Rights and Social Action, Environnement, Disaster and Humanitarian relief.

5. **COMMUNITY INVOLVEMENT**

- Board Member with Royal Poinciana N.A
- Volunteering in Civil Rights and Social, Arts and Cultural Activities throughout Palm Beach County.

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

To share ideas and help the City to meet more the diversity and its Challenge, including the very under-served Haitian Community.

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

To share ideas and help the City to enlarge benefits throug recreation within the City throug diversity.

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.

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PLEASE INITIAL P.H.P.

Signature

06/12/15
Date

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Lake Worth, FL 33460

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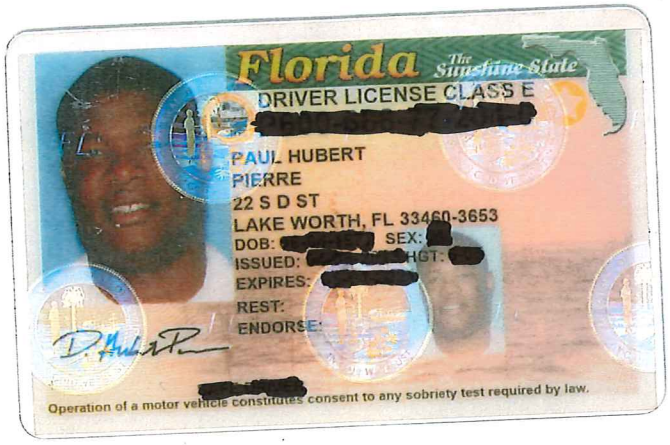

Florida The Sunshine State

DRIVER LICENSE CLASS E

[redacted]

PAUL HUBERT
PIERRE
22 S D ST
LAKE WORTH, FL 33460-3653
DOB: [redacted] SEX: [redacted]
ISSUED: [redacted] HGT: [redacted]
EXPIRES: [redacted]
REST:
ENDORSE:

[redacted]

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

APPLICANT'S NAME: Katherine Curtis
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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

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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. PERSONAL

Name: Mr./Mrs./Ms. *(circle one)* Katherine M.E. Curtis
(print)

Residence: 219 S L St

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: _____

Mailing Address: (if different from residence)

City: N/A State: _____ ZIP Code: _____

Home Phone: (____) _____ Business Phone: (____) _____

Cell Phone: (____) _____ Email Address: _____

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? since July 2013

List all properties owned and/or business interests in Lake Worth? _____

My home - 219 S L St / My business - Katherine Curtis, PA

What is your occupation? REALTOR

Employer? RE/MAX Prestige Realty

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? no

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

_____

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~~ yes

If yes, please name the board, position, etc. Downtown Jewel Neighborhood Association Board Member

2. **EDUCATION**

High School: Georgetown Visitation (Washington D.C.) Date of Graduation: 5/2002

College: Florida State U. Degree: Finance Date of Graduation: 8/2006

graduate: George Washington University Degree: MBA Date: 5/2012

Resume attached? yes ✓ no _____

3. **WORK EXPERIENCE**

see attached resume

4. **INTEREST/ACTIVITIES**

real estate, out door adventures, snorkeling beach, traveling, gardening, learning, family/friends, general joyfulness

5. **COMMUNITY INVOLVEMENT**

DUNA Board Member 2015

REAP Graduate 2015

DUNA Community Clean-Up Organizer 6/13/15

→ Adopt-A-Spot Team leader (DUNA 2015)

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

I desire to serve on the tree board because the way a place looks and feels has such an influence on the way people experience it. By carefully managing our trees and environment, we have a huge impact on the way everyone experiences our city. Also I understand there is an upcoming code review and I'd love to help.

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

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

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PLEASE INITIAL KMEC

Signature

6/23/15
Date

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KATHERINE "Katie" M. E. CURTIS
219 South L Street, Lake Worth, FL 33460 – katiemecurtis@gmail.com - (571) 274-5157

EDUCATION

THE GEORGE WASHINGTON UNIVERSITY, School of Business — **Washington, DC**
Master of Business Administration, Certificate in Business Analytics — *May 2012*

- *Leadership:* Vice President, GW MBA Entrepreneurs; Chair of Website and Communications, Net Impact; Co-chair, Business Gives Back 2012
- *Volunteerism:* Mentor, GWSB 2+2 Mentor Program; Volunteer, The Reading Connection, Arlington, VA
- *Case Competitions:* Team Captain, MIT Sloan EdTech Case Competition, Finalist, November 2011; Second round finalist, GW Business Plan Competition, 2011 and 2012

FLORIDA STATE UNIVERSITY, College of Business — **Tallahassee, FL**
Bachelor of Science, Finance — *August 2006*

EXPERIENCE

RE/MAX PRESTIGE REALTY — **Lake Worth, FL**
Realtor/Sales Associate — *September 2013-present*

- Assist clients in both rental & sale/purchase of residential property; create & manage lead-generating websites and online profiles; design & create all online and print advertising materials
- Reviews: http://www.zillow.com/profile/Katie-Curtis-MBA
- Websites: http://www.katiesellslakeworth.com; http://www.katiesellswpb.com

VIRTUALWORKS — **Boca Raton, FL**
Independent Marketing Writer — *January 2011-June 2013*

- Interview early adopters of VirtualWorks' content virtualization technology, uncovering product-use benefits to produce customer success stories aligned with company messaging and strategy

ACUMEN SOLUTIONS — **McLean, VA**
Senior Consultant, Education Pioneers Fellow — *June 2011-May 2012*

- Planned for, configured, and implemented Force.com-based school management platform, gathering and communicating requirements for product/process improvements resulting in a 30%+ reduction in setup time
- Interfaced with school leaders to understand business process and application needs and translated those needs into programming and configuration requirements for software development team
- Conducted end user training; wrote quick reference guides and fielded support inquiries from school system administrators
- Assisted with quality assurance testing process by writing and executing test cases

OCÉ NORTH AMERICA, PRODUCTION PRINTING SYSTEMS (now "Canon Solutions America") — **Boca Raton, FL**
Marketing Specialist — *June 2008-July 2010*

- Led cross-functional team to develop and implement CO_2-output calculator and sustainability partnership program to neutralize environmental effects of production printing equipment at customer sites; first quarter results in removal of over 2,000,000 lbs. of CO_2 from atmosphere
- Enhanced Océ Future Authors Project managing public-private team of 5 people; revamped website and launched social media presence; surveyed student participants to improve student experience
- Managed collateral regionalization and locally-generated collateral and sales tool projects, press release editing and scheduling, typically managing over 15 concurrent projects, plus managing projects and schedule with advertising agency

DAYJET CORPORATION (world's first "per-seat, on-demand" jet service) — **Boca Raton, FL**
Customer Programs Specialist — *March 2007-May 2008*

- Designed and implemented Customer Story Program, including creation of turnkey processes and infrastructure for solicitation, interview, creation, approval and publishing of customer stories and quotes; evolved Customer Story Program to multi-media format – created scripts and directed over five customer videos
- Created over 30 customer stories and cultivated approximately 10 customer advocates, through daily direct interaction with CEO and other C-Suite executives to solicit participation, conduct interviews and obtain consent for use
- Planned and executed sales and marketing events on-time and on-budget, including service launch (5 events, 5 cities, 3 days)

COMMUNITY LEADERSHIP

DOWNTOWN JEWEL NEIGHBORHOOD ASSOCIATION — **Lake Worth, FL**
Board Member — *2015*

- 2015 Palm Beach County Office of Community Revitalization "Resident Education to Action Program" (REAP) Graduate
- America's Next Top Neighborhood Award Program - Grant Awardee

Florida
The Sunshine State
DRIVER LICENSE CLASS E
KATHERINE MARIE EDWARDS
CURTIS
219 S L ST
LAKE WORTH, FL 33460-4105
DOB:
SEX:
ISSUED:
EXPIRES:
REST:
ENDORSE:
Operation of a motor vehicle constitutes consent to any sobriety test required by law.

APPLICANT'S NAME: Peggy Fisher
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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____ Construction Board of Adjustments and Appeals **
X Electric Utility Advisory Board
____ Finance Advisory Board
____ Historic Resources Preservation Board **
____ Library Board
____ Planning & Zoning Board * **
____ Sister City Board

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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. **PERSONAL**

Name: Mr./Mrs./Ms. *(circle one)* Peggy Fisher
(print)

Residence: 508 N A Street

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: Utility bill

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (561) 582-0125 Business Phone: (561) 357-4106

Cell Phone: (_____) _____ Email Address: gt72089@ymail.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? 7+ years

List all properties owned and/or business interests in Lake Worth? _____
508 N A Street

What is your occupation? Office Operations Consultant

Employer? State of Florida/Dept. of HIghway Safety and Motor Vehicles

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? Yes

If so, which board? Electric Utility Advisory Board (EUAB)

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

If so, when and which board(s)? Current member of EUAB;
served since inception in 2012 until present

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: Forest Hill High School Date of Graduation: 1972

College: Georgia Tech Degree: BS Date of Graduation: 1976

Resume attached? yes _____ no X

3. **WORK EXPERIENCE**

Coca-Cola USA: 1975-1979

SunTrust Banks, Inc.: 1982-1999

State of Florida: 2001-present

4. **INTEREST/ACTIVITIES**

Baking; reading; swimming

5. **COMMUNITY INVOLVEMENT**

Member of Electric Utility Advisory Board in LW

Volunteer at church

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

I am currently a member of the EUAB and have been part of the board since its creation. I would like to continue with the work the board has begun to evaluate the options available to the City once the current purchase power agreement expires.

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

N/A

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

N/A

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

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PLEASE INITIAL MOF

Margaret O. Fisher — Signature

6-29-15 — Date

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Customer Name
MARGARET L FISHER

Statement Date
May 13, 2015

Account Number
[redacted]

Service Address
508 N A ST

Last Bill Amount	Payments	Adjustments	Previous Balance	New Charges	Total Amount Due	New Charges Due By
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Message Center

Payment Options

- Online : www.lakeworth.org
- Mail:

City of Lake Worth
PO BOX 30552
TAMPA FL 33630-3552

- Customer Service Lobby or After Hours Drop Box
- Automatic Funds Transfer – Visit www.lakeworth.org/utilities/customer-service for the Direct Debit Authorization form.

EFFECTIVE JANUARY 1, 2015, A CONVENIENCE FEE WILL BE ADDED TO THE REQUIRED BILL AMOUNT WHEN PAYMENTS ARE PRESENTED IN PERSON AT THE CUSTOMER SERVICE OFFICE. NO FEE WILL BE CHARGED FOR PAYMENTS MADE VIA LOCK BOX, DROP BOX, ONLINE PAYMENTS OR AUTO PAY FROM A BANK ACCOUNT.

Summary of New Charges

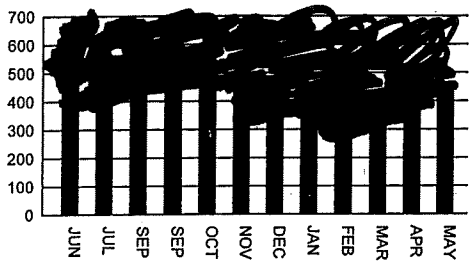
Electric	[redacted]
Water	[redacted]
Sewer	[redacted]
Total New Charges	[redacted]
Previous Balance Forward	[redacted]
Total Amount Due	[redacted]

Electric Service

Electric	[redacted]
Fuel Charge	[redacted]
Gross Receipts Tax	[redacted]
Public Utility Tax	[redacted]
Electric Total	[redacted]

Meter # [redacted]
Service Period: 04/06/2015 to 05/05/2015
Service Days: [redacted]
Current Read:
Previous Read:
KWH USED:

Electric Usage History



Please see back of statement for additional charges

◆ **Detach and return with payment** ◆

City of Lake Worth
414 Lake Avenue
Lake Worth, FL 33460-3807

Service Address
508 N A ST

Account Number
[redacted]

Due Date
06/09/2015

Total Amount Due
[redacted]

Optional Donation

Care to Share
Tax Deductible $

Total Amount
Enclosed $

Make check payable to **City of Lake Worth**

21H

#BWNCTHZ
#0000944050305621#

******AUTO**5-DIGIT 33460 C 5 P 5
MARGARET L FISHER
LAKE WORTH
508 N A ST
LAKE WORTH FL 33460-2816

0002010

0001407150000214660000009911

APPLICANT'S NAME: Richard Stowe
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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

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

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

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

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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. PERSONAL

Name: Mr./Mrs./Ms. *(circle one)* Richard Stowe
(print)

Residence: 414 N Federal Hwy

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: Florida Driver's License

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (____) _____ Business Phone: (____) _____

Cell Phone: (561) 231.3509 Email Address: rich stowe @ gmail.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? 2 years 9 months

List all properties owned and/or business interests in Lake Worth?
414 N Federal Hwy

What is your occupation? self-employed

Employer? _____

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? yes

If so, which board? City Tree Board

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

If so, when and which board(s)? City Tree Board

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: New Canaan High School Date of Graduation: 1972

College: Marlboro College Degree: BS. Date of Graduation: 1980

Resume attached? yes ✓ no _____

3. WORK EXPERIENCE

environmental writer

bicycle industry sales and marketing

4. INTEREST/ACTIVITIES

Environment / Cycling, Swimming, Tennis, Yoga

5. COMMUNITY INVOLVEMENT

Parrot Cove Neighborhood Association (vice-president, 2014 Secretary, 2015

Dark Sky Lake Worth (Co-founder, Co-director)

Native Plant Society of Palm Beach County (organized Coontie relocation from Delray Beach parking lot to

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

I desire to continue my service on the City Tree Board, as a member and Chair, to assist in clarifying city policy and ~~formulating~~ updating standards within the context of the City Landscape Ordinance as well as to continue to educate city residents and staff about the benefits of Florida Friendly landscaping and the measurable harm posed by invasive plants, alien to South Florida

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.

PLEASE INITIAL RMS

Signature

30 June 2015
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.

RICHARD M. STOWE

414 N FEDERAL HWY ▪ LAKE WORTH, FL 33460
PHONE 561•231•3509 ◆ richstowe@gmail.com

PUBLIC SERVICE

Lake Worth City Tree Board (2013-present)

- Serve as Chair of City Board, which serves in advisory capacity on tree canopy matters to the City Commission

Connecticut Bicycle & Pedestrian Advisory Board (2009-2012)

- Founding member of board established by 2009 Complete Streets Law; Appointed by House Minority Leader

ADVOCACY

Rail*Trains*Ecology*Cycling (2006-2012)

- Founded New Haven-based rail (commuter, high-speed, and freight) and bike-rail integration advocacy group
- Founded campaign for improved bike access to commuter trains on Metro-North New Haven Line.
- Organized three National Train Day events at New Haven Union Station
- Initiated campaign for improved bike access to Amtrak trains
- Built & maintained RailTEC website http://www.railtec.org

New Canaan Environmental Group (2004-2008)

- Served as President of non-profit environmental education organization
- Organized two 20-mile Tour de New Canaan bicycle fundraisers and two climate change ("Step it up") rallies & a clean air rally
- Organized environmental education presentations - light pollution, green business, walkable communities

Green Future Environmental Club, Foothill College (1997-1998)

- Organized successful effort to preserve a grove of valley oak trees on Foothill College campus

ENVIRONMENTAL WRITER

- Transportation and environmental commentary writer for newspapers such as Philadelphia Inquirer, San Francisco Examiner, Hartford Courant, Stamford Advocate, Greenwich Time & Danbury News-Times
- Wrote "Eco Man" column for New Canaan Advertiser

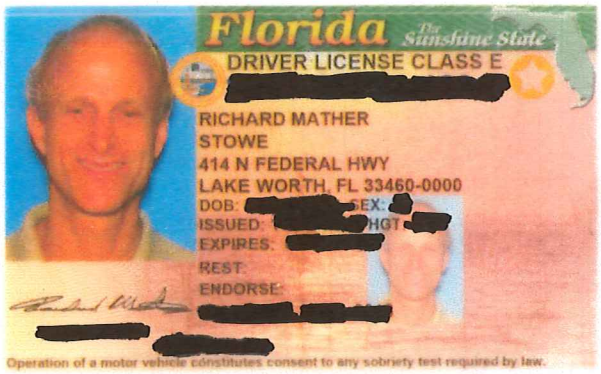
BICYCLE INDUSTRY EMPLOYMENT

- Founded La Cumbre Designs, a design and marketing company for USA-made bicycle bags
- Bicycle sales and marketing for independent manufacturers and distributors

EDUCATION

Marlboro College

Bachelor of Science, Environmental Science (Marlboro VT)


Florida
The Sunshine State
DRIVER LICENSE CLASS E
[redacted]
RICHARD MATHER
STOWE
414 N FEDERAL HWY
LAKE WORTH, FL 33460-0000
DOB: [redacted] SEX: [redacted]
ISSUED: [redacted] HGT: [redacted]
EXPIRES: [redacted]
REST:
ENDORSE: [redacted]
Operation of a motor vehicle constitutes consent to any sobriety test required by law.

COMMUNITY REDEVELOPMENT AGENCY
(FOUR-YEAR TERMS)

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Leah Foertsch 1421 N. O Street Leah.foertsch@gmail.com **(Vice Mayor's District 1 Appointee)**	05/20/14	**C:** 305-299-3025	YES	08/21/2017
Bernard Guthrie 828 South Palmway bguthrie@lakeworthcra.org	06/16/11	**H:** 586-2447 **W:** 582-0334	YES	08/21/2015
Oswaldo Ona 826 North Palmway Oz_man54@yahoo.com **(Commissioner District 2 Appointee)**	09/23/14	**C:** 561-706-9078	YES	08/21/2018
Madlyn McKendry (Vice Chair) 929 North Lakeside Dr. mmckendry@lakeworthcra.org **(Commissioner District 3 Appointee)**	06/16/11	**H:** 533-6751 **W:** 540-8979 **C:** 420-9913	YES	08/21/2017
John Paxman 1832 N. Dixie Highway johnpaxman@aol.ocm **(Commissioner District 4 Appointee)**	3/18/14	**H**: 561-547-2424	YES	07/31/2016
Brendan Lynch 920 South Lakeside Drive blynch@plastridge.com **(Mayor's Appointee)**	05/05/15	**C:** 561-386-1703	YES	08/21/2019
Cary Sabol (Chair) 1532 North "O" Street csabol@lakeworthcra.org **(Vice Mayor's District 1 Appointee)**	08/31/09	**W:** 561-281-2744	YES	08/21/2017
Executive Director: Joan Oliva joliva@lakeworth.org		**W:** 493-2550	YES	NA
Commission Liaison: Commissioner Andy Amoroso aamoroso@lakeworth.org	12/06/11	**W:** 586-1733	YES	NA

The Board is 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.

Revised: May 27, 2015

Established by Resolution No. 47-89, effective 7/3/89, declaring City Commission to be Community Redevelopment Agency, plus two additional citizen members.

Florida Statute 163.356 (3) (b), Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part.

Ordinance No. 93-2, effective 2/13/93, to consist of seven members appointed by City Commission.

Ordinance No. 97-18, enacted 8/5/97, with City Commissioners to serve, plus two citizen members.

Ordinance No. 2001-19, enacted 8/21/01, provided for seven member board appointed by City Commission.

Ordinance No. 2003-25, enacted 8/5/03, established attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 25% of all meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ordinance No. 2008-14, effective 7/10/08, amended attendance requirements: if any member of the board shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty (20) percent of the regularly scheduled meetings of the board held within any 12-month period, the city clerk shall schedule the matter for hearing before the city commission.

Meeting Schedule: Second and Fourth Tuesday of every month in the Commission Meeting Room at 6:00 p.m.

Effective May 1, 2013, Chapter 2013-36 the CRA board members are required to file the Financial Disclosure Form (F1). **FINANCIAL DISCLOSURE FORMS ARE REQUIRED.**

SECRETARY: Emily Theodossakos, 561-493-2550

CITY RECREATION ADVISORY BOARD
THREE-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
VACANT **(TBD)**		C:	NA	07/31/2015
VACANT **(District 4 Appointee)**		C:	NA	07/31/2015
VACANT **(District 2 Appointee)**		H:	NA	07/31/2017
Faith Watson 921 N. Lakeside Dr. F2watson@gmail.com **(Mayor's Appointee)**	5/05/2015	C: 561-306-1398	YES	07/31/2017
Linnea Rickard 229 N. K Street #201 Linnea1216@gmail.com **(District 3 Appointee)**	5/05/2015	H: 352-206-0424	YES	07/31/2016
Joseph Coicou 19 South C Street josephcoicouusa@gmail.com **(Vice Mayor's Appointee - District 1)**	02/17/2015	C: 561-320-1675	YES	07/31/2016
Karla Engel 235 Fordham Dr. Kmd0108@yahoo.com **(Vice Mayor's Appointee)**	06/02/2015	C: 414-403-2541	YES	07/31/2016

ADVISOR

Stephen Haughn (Recreation Department)	W: 561-533-7363	YES

The purpose of the Board is to assist in promoting community awareness and involvement in recreation programs and initiatives and to assist the City in planning for future facility and program needs. The Board shall consult with and advise the City Manager, Recreation Manager, and the City Commission in matters affecting recreation policies, programs, finances and future land or facility capital projects related to the total community recreation program and to its long-range plans.

Ord. No. 2013-24 effective March 29, 2013, the Student board member has been replaced by a resident board member, with a three-year term.

** Ord. No. 2011-02 approved on Feb. 1, 2011 – effective July 31, 2012, two resident members shall serve for one year term, two resident members for two year terms, and two resident members for three year terms; thereafter all succeeding members shall be appointed for three year terms. The student member shall serve a 1 year term.

Established by Ordinance No. 2005-36, effective 10/28/05, comprised of six resident members appointed by the City Commission and one student member appointed by the Lake Worth Teen Advisory Council.

Revised: July 23, 2015

Ord. No. 2006-26, effective 9/29/06, designated Recreation Manager as staff liaison.

Ord. No. 2003-25, enacted 8/5/03, established attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 25% of all meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 2008-14, effective 7/10/08, amended attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

During Recreation Advisory board meeting held on 6/17/15, members changed the meeting date from every second Wednesday of each month at 6:30 pm to every third Wednesday of each month at 6:15 pm.

Meetings: Third Wednesday of each month at 6:15 pm as decided during the June 17, 2015 regular board meeting.

SECRETARY: Board member

ELECTRIC UTILITY ADVISORY BOARD

ONE, TWO, AND THREE-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Lisa Maxwell (Chair) 24 Yale Drive Lobbyist1@aol.com (3-year term) **(Commissioner District 3 Appointee)**	05/15/2012	C: 954 830-3466	YES	07/31/2018
Peggy Fisher (Secretary) 508 N. A St. Gt72089@ymail.com (3-year term) **(Vice Mayor / Commissioner District 1 Appointee)**	05/15/2012	H: 582-0125 W: 357-4106 C: 385-1130	YES	07/31/2015
Noah Tennyson 28 Wellesley Drive ntennyson@nasonyeager.com (2-year term) **(At-large member)** **(Mayor's Appointee)**	05/05/15	W: 561-471-3523	YES	07/31/2016
Ibrahim Chalhoub 2 Lakeside Palms Court (3-year term) **(Commissioner District 2 Appointee)**	05/15/2012	H: 588-5417 W: 588-4088 C: 762-9178	YES	07/31/2015
Sander Schrantz 210 South M Street sschrantz@gmail.com (3-year term) **(Commissioner District 4 Appointee)**	12/02/2014	C: 571-274-3038	NA	07/31/2015
Caroline Clore 6570 High Ridge Rd. 33462 Cbc6570@yahoo.com (2-year term) **(At-large business owner)** **(Commission's Appointee)**	05/15/2012	H: 586-4042 W: 588-6533 C: 801-2304	YES	07/31/2016
VACANT (1-year term) **(At-large utility service area)** **(Commission's Appointee)**		W:	NA	07/31/2015

BOARD LIAISON

Walt Gill (Interim Electric Utility Director) W: 561-586-1706 YES
1900 2nd Avenue North
wgill@lakeworth.org

Revised: July 23, 2015

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

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

The powers and duties shall include the following:

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

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

(c) To review:

(1) existing and proposed policies, plans and programs of the City of Lake Worth Utilities Department for electric utilities;
(2) proposed capital improvement plans and programs of the Utilities Department for the electric utilities and electric power plant;
(3) existing or proposed electric rate changes, electric rate structures, and the electric utilities portion of the annual budget of the Utilities Department;

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

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

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

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

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

FINANCIAL DISCLOSURE FORMS ARE NOT REQUIRED.

Meetings: First Wednesday every month in City Hall Conference Room

Secretary: Board member

CITY TREE BOARD

THREE-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Susan Mason 806 North M Street Susanmason88@rocketmail.com **(Vice Mayor's Appointment)**	05/20/14	H: 561-927-6334	YES	07/31/2016
Christine Sylvain 242 Cornell Drive **crstnesyl@gmail.com** **(District 4 Appointment)**	01/06/15	C: 772-579-6036	YES	07/31/2016
Nadine Burns 1424 North L Street nadineburnslw@yahoo.com **(Vice Mayor's District 1 Appointment)**	06/02/15	C: 561-358-8501	YES	07/31/2016
VACANT **(District 3 Appointment)**		C:	NA	07/31/2015
Jeannie Fernsworth 214 South M Street fernsworth@bellsouth.net **(Mayor's Appointment)**	07/16/13	C: 561-424-1499	YES	07/31/2017
VACANT **(Mayor's Appointment)**		C:	NA	07/31/2016
Richard Stowe **(Chair)** 414 N. Federal Highway richstowe@gmail.com **(District 2 Appointment)**	04/23/13	H: 561-231-3509	YES	07/31/2015

ADVISOR

David McGrew (Parks Department)	W: 561-586-1677	YES

The purpose of the board is to establish policy and provide standards within the City landscape ordinance for tree preservation and protection, both public and private. The policy would include, but not be limited to ; providing educational materials on proper planting, pruning techniques, insect and disease control; planting of native species; inventory of existing trees; permit guidelines including rules for tree removal; opportunities for citizen involvement; and City tree sales. The board would recommend the planting of trees which would provide a continuing shade canopy into the future.

Ord. No. 2014-07, effective 02/11/14, the Tree Board has been amended to reinsert the provision for electing officers, including a secretary, for a term of one year.

** Ord. No. 2011-03 approved Feb. 1, 2011 – effective July 31, 2013, two resident members shall be appointed for one year terms, two members shall be appointed for two year terms, and three resident members shall be appointed for three year terms; thereafter all succeeding members shall serve three year terms

Revised: July 23, 2015

Ord. No. 2008-14, effective 7/10/08, amended attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 2007-42, effective 10/02/07, increased membership from five to seven resident members and eliminated the alternate member.

Ord. No. 2005-17, effective 06/17/05, increased membership from four to five resident members

Ord. No. 2004-48, effective 12/17/04, changed makeup of Board to four resident members, plus one alternate. City Horticulturist shall be the advisor to the Board.

Ord. No. 2003-25, enacted 8/5/03, established attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 25% of all meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 98-11, effective 4/19/98, reduced members of Board; requiring two members from Parks Department, one from Golf Course, the City Projects Manager, and at least two resident representatives.

FINANCIAL DISCLOSURE FORMS ARE NOT REQUIRED.

Meetings: Second Thursday of each month at 5:30 PM.

Recording Secretary: David McGrew, Parks Department

CITY OF LAKE WORTH

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

AGENDA DATE: September 1, 2015 Regular Meeting **DEPARTMENT:** City Commission

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EXECUTIVE BRIEF

TITLE:
Designate the Community Redevelopment Agency's (CRA's) chair and vice-chair for a two year term

SUMMARY:
This item is to designate a chair and vice-chair, from among the CRA members, in accordance with FS 163.356(3)(c).

BACKGROUND AND JUSTIFICATION:
On August 11, 2015, the CRA members unanimously approved the selection of Cary Sabol as chair and Madlyn McKendry as vice-chair for two-year terms. Both individuals have served in this capacity for the previous two years.

The current CRA By-Laws, Article 2, establishes that the CRA officers shall be a chair and a vice-chair, each with a term of two (2) years. In accordance with Florida Statutes, the governing body of the municipality designates the chair and vice-chair.

MOTION:
I move to designate Cary Sabol as chair and Madlyn McKendry as vice-chair for a term of (2) years.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
CRA Membership Board Log
CRA memorandum

COMMUNITY REDEVELOPMENT AGENCY
(FOUR-YEAR TERMS)

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Cary Sabol **(Chair)** 1532 North "O" Street csabol@lakeworthcra.org **(Vice Mayor's District 1 Appointee)**	08/31/09	**W:** 561-281-2744	YES	08/21/2017
Madlyn McKendry **(Vice-Chair)** 929 North Lakeside Dr. mmckendry@lakeworthcra.org **(Commissioner District 3 Appointee)**	06/16/11	**H:** 533-6751 **W:** 540-8979 **C:** 420-9913	YES	08/21/2017
Leah Foertsch 1421 N. O Street Leah.foertsch@gmail.com **(Vice Mayor's District 1 Appointee)**	05/20/14	**C:** 305-299-3025	YES	08/21/2017
Bernard Guthrie 828 South Palmway bguthrie@lakeworthcra.org	06/16/11	**H:** 586-2447 **W:** 582-0334	YES	08/21/2015
Oswaldo Ona 826 North Palmway Oz_man54@yahoo.com **(Commissioner District 2 Appointee)**	09/23/14	**C:** 561-706-9078	YES	08/21/2018
John Paxman 1832 N. Dixie Highway johnpaxman@aol.ocm **(Commissioner District 4 Appointee)**	3/18/14	**H**: 561-547-2424	YES	07/31/2016
Brendan Lynch 920 South Lakeside Drive blynch@plastridge.com **(Mayor's Appointee)**	05/05/15	**C:** 561-386-1703	YES	08/21/2019
Executive Director: Joan Oliva joliva@lakeworth.org		**W:** 493-2550	YES	NA
Commission Liaison: Commissioner Andy Amoroso aamoroso@lakeworth.org	12/06/11	**W:** 586-1733	YES	NA

The Board is 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.

Revised: May 27, 2015

Established by Resolution No. 47-89, effective 7/3/89, declaring City Commission to be Community Redevelopment Agency, plus two additional citizen members.

Florida Statute 163.356 (3) (b), Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part.

Ordinance No. 93-2, effective 2/13/93, to consist of seven members appointed by City Commission.

Ordinance No. 97-18, enacted 8/5/97, with City Commissioners to serve, plus two citizen members.

Ordinance No. 2001-19, enacted 8/21/01, provided for seven member board appointed by City Commission.

Ordinance No. 2003-25, enacted 8/5/03, established attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 25% of all meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ordinance No. 2008-14, effective 7/10/08, amended attendance requirements: if any member of the board shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty (20) percent of the regularly scheduled meetings of the board held within any 12-month period, the city clerk shall schedule the matter for hearing before the city commission.

Meeting Schedule: Second and Fourth Tuesday of every month in the Commission Meeting Room at 6:00 p.m.

Effective May 1, 2013, Chapter 2013-36 the CRA board members are required to file the Financial Disclosure Form (F1). **FINANCIAL DISCLOSURE FORMS ARE REQUIRED.**

SECRETARY: Emily Theodossakos, 561-493-2550

LAKE WORTH

COMMUNITY REDEVELOPMENT AGENCY

29 SOUTH J STREET
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

MEMORANDUM

TO: Honorable Mayor, Vice Mayor and City Commissioners

CC: Michael Bornstein, City Manager

FROM: Joan C. Oliva, Executive Director

DATE: August 12, 2015

SUBJECT: Acceptance of Cary Sabol as CRA Board Chair and Madlyn McKendry as Vice Chair

---

EXPLANATION:
The CRA Board unanimously approved the selection of both Cary Sabol as Chair and Madlyn McKendry as Vice Chair at the August 11, 2015 regular meeting. Both have served in this capacity for the prior two years.

The current CRA By-Laws, Article 2, Officers and Employees, reads as follows:

2.1 Officers and Terms. The officers of the CRA shall be a Chair and a Vice-Chair, of which the term of office shall be two (2) years. If a vacancy occurs, the individual fulfilling the prior Chair's term shall serve for the remainder of the prior member's term until August 1st of the current year. Nominations shall be held on or before August 1 unless otherwise approved by the CRA.

2.2 Chair. The Chair shall be nominated by a majority vote of the members, and a recommendation for appointment shall be sent to the Lake Worth City Commission. The Chair shall preside at all meetings of the CRA and shall execute instruments in the name of the CRA as may be required, appoint such committees from time to time as may be deemed appropriate, and shall have general supervision, direction and control over the business and operations of the CRA.

REQUEST:
We request that the City Commission approve both the nomination of Cary Sabol as Chair and Madlyn McKendry as Vice Chair of the CRA.

CITY OF LAKE WORTH

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

AGENDA DATE: September 1, 2015, Regular Meeting **DEPARTMENT**: Public Services

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2015-09 - First Reading - amend the City's rights-of-way regulations and schedule the public hearing date for September 15, 2015

SUMMARY:
The Ordinance provides for the removal of outdated regulations and enacts new regulations.

BACKGROUND AND JUSTIFICATION:
In an effort to remove outdated sections of Chapter 19 *Streets and Sidewalks* and amend the regulations contained therein, staff from Public Services, Community Sustainability, Electric Utilities, Water Utilities and Leisure Services worked with legal counsel to thoroughly review the existing code and remove and amend accordingly.

The City staff recognizes the importance of administering the right of way and all of the existing and future improvements to it. The ordinance addresses utilities in the rights of way, permitting, protection of facilities, insurance and bonding, communication facilities in the rights of way, indemnification, and uniformity in standards of quality to maintain the necessary utilization of the right of way.

MOTION: I move to approve/disapprove Ordinance No. 2015-09 on first reading and schedule the public hearing date for September 15, 2015.

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

ORDINANCE NO. 2015-09 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 19, “STREETS AND SIDEWALKS”, BY DELETING SECTION 19-7, “PERMIT REQUIRED FOR EXCAVATIONS IN, UPON, UNDER OR THROUGH PUBLIC WAYS”, SECTION 19-8, “EXCAVATION PERMIT FEES”, SECTION 19-9, “REFILLING, WATER TEMPING BY EXCAVATOR; RESURFACING BY CITY”, SECTION 19-10, “PERMISSION REQUIRED FOR CONSTRUCTION IN, UPON OR OVER PUBLIC WAYS”, AND ARTICLE II, “CONSTRUCTION”, AS THESE SECTIONS ARE OUTDATED; ENACTING A NEW ARTICLE II, “UTILITIES IN THE RIGHTS OF WAY” AND ARTICLE VII, “COMMUNICATION FACLITIES IN THE RIGHTS OF WAY”, TO PROMULGATE REGULATIONS REGARDING THE ADMINISTRATION OF THE CITY’S RIGHTS OF WAY; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City Commission recognizes a need to administer the rights of way in the City and wishes to enact ordinances to regulate the public rights of way and delete outdated provisions regarding the use of public rights of way; and

WHEREAS, the city has acquired, built and maintained rights-of-way to promote the general health, safety and well-being of its citizens; and

WHEREAS, Utilities locate their facilities in the rights-of-way to ensure that all citizens receive adequate utility service; and

WHEREAS, frequent construction in the rights-of-way by utilities and other users contributes to early deterioration of the rights-of-way; and

WHEREAS, in response to the foregoing, and to protect and limit deterioration of the rights-of-way, the city hereby adopts uniform regulations for the construction of facilities in the rights-of-way; and

WHEREAS, the regulations embodied herein have been made as broad as possible to serve as standards of quality to maintain the necessary uniformity in the utilization of rights-of-way.

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

<u>Section 1.</u> Chapter 19, “Streets and Sidewalks” is hereby amended by deleting Section 19-7, “Permit required for excavations in, upon, under or through public ways”, Section 19-8, “Excavation permit fees”, Section 19-9, “Refilling, water temping by excavator; resurfacing by city”, Section 19-10, “Permission required for construction in, upon or over public ways” and Article II, “Construction” in their entirety.

Section 2. Chapter 19, "Streets and Sidewalks" is hereby amended by enacting Article II, "Utilities in the Rights of Way" to read as follows:

ARTICLE II. – UTILITIES IN THE RIGHTS OF WAY

Sec. 19-20. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affiliate means each person, directly or indirectly, controlling, controlled by, or under common control with the provider; provided that affiliate shall in no event mean any limited partner or shareholder holding an interest of less than fifteen (15) percent of such provider, or any creditor of such provider solely by virtue of its status as a creditor and which is not otherwise an affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, such provider.
Code means the City of Lake Worth Code of Ordinances.

Construct or construction means to excavate, obstruct, install poles, install signs, install physical features, other than landscaping, on, above, or under any part of the rights-of-way.

Construction bond means a bond posted to ensure proper and complete construction and repair of a facility pursuant to a permit.

Department means the department of public services.

Department inspector means any city employee or agent authorized by the public services director to carry out inspections related to the provisions of this article.

Emergency means a condition that poses a clear and immediate danger to life or health, or of a significant loss of property.

Excavate or excavation means to dig into or in any way remove or physically disturb or penetrate any part of a rights-of-way.

Facilities means any tangible thing located in any rights-of-way used to deliver utility service, excluding communications facilities.

In when used in conjunction with rights-of-way, means over, above, in, within, on or under a rights-of-way.

Permit means the rights-of-way construction permit that must be obtained before a person may construct in a rights-of-way.

Permittee means any person to whom a permit to construct in the rights-of-way has been granted by the city.

Person means any natural person or corporate, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

Probation means the status of a person that has not complied with the conditions of this article.

Probationary period means one year from the date that a person has been notified in writing that they have been put on probation.

Provider means any person who owns, controls, or is the lessee of facilities in the rights-of-way, provided, however, that provider shall not mean the lessee of facilities from a registrant or from a person who has a use agreement with the city.

Public services director shall mean the public services director of the city or his designee.

Registrant means any person who has or seeks to have its facilities located in any rights-of-way, or in any way occupies or uses, or seeks to occupy or use, the rights-of-way or any facilities located in the rights-of-way.

Restoration means the process by which rights-of-way are returned to a condition as good or better as existed before the construction.

Rights-of-way means the surface and space above and below any real property including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, bridge, canal or waterway.

Service or utility service means services provided by utilities.

Trenchless technology means the use of directional boring, horizontal drilling and microtunneling and other similar techniques in the construction of underground portions of facilities.

Underground facilities means all lines, cables, conduits, posts, tanks and any other facilities owned or operated by persons other than the city which are located wholly or primarily underneath rights-of-way.

Use agreement means the agreement between the city and provider regarding its facilities in the rights-of-way. The form of such use agreement shall be approved by the city attorney.

Utility or utilities means any water, sewer, gas, drainage, sprinkler or culvert pipe and any electric power, fiber, wire, cable, or operator thereof.

Sec. 19-21. - Registration of facilities.

(a) Each person who occupies, uses, or seeks to occupy or use, the rights-of-way or any facilities located in the rights-of-way, or who has, or seeks to have, facilities located in any rights-of-way shall register with the public services director.

(b) No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof located in any rights-of-way without first being registered with the department.

(c) The information provided to the department at the time of registration shall include, but not be limited to:

(1) Each registrant's name, address and e-mail address and telephone number.

(2) The name, address and e-mail address and telephone number of a local representative. The local representative shall be available at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration.

(3) A certificate of insurance verifying that insurance coverage has been obtained by the registrant pursuant to section 19-34 or other applicable requirement, by an insurance company licensed to do business in the State of Florida or a certificate of self-insurance, meeting the requirements of the risk manager for claims for personal injury, including death, claims for property damage arising out of the use, occupancy and placement of facilities in the rights-of-way by the registrant, its officers, agents, employees and contractors, including, but not limited to, protection against liability arising from completed operations, damage of underground facilities and collapse of property. Such policy or policies shall name the city as an additional insured and require that the public services director be notified thirty (30) calendar days in advance of cancellation of the policy or any change in coverage.

(4) If the person is a corporation, certification from the state that it is authorized to do business in the State of Florida.

(5) A copy of the registrant's certificate of authority from the Florida Public Service Commission, copies of any other applicable franchises, use agreements, or licenses.

(6) The registrant shall keep all of the information listed above current at all times by providing to the department information of changes within fifteen

(15) calendar days following the date on which the registrant has knowledge of any change.

(7) If required of the registrant as provided by this article, the registrant shall provide for a security fund under the terms and conditions provided by the public services director.

(d) Each registrant shall coordinate with the department, to the extent feasible and practical, its construction of facilities, in order to reduce the frequency of construction, excavation and obstructions in the rights-of-way.

(e) Each registrant shall, to the extent feasible and practical, provide to the department information indicating the horizontal and approximate vertical location, relative to the boundaries of the rights-of-way, of all facilities which it owns or over which it has control and which is located in any rights-of-way. This information shall be provided with the specificity and in the format required by the department.

(f) If any facilities are found in the rights-of-way and no registrant claims ownership within a reasonable time after notification in writing by the city of the location of such facilities, such facilities shall be deemed abandoned and the city may exercise any remedies or rights it has at law or in equity, including but not limited to taking possession of such facilities.

(g) A registrant who has determined to discontinue all operations in the city must notify the public services director of the assumption by another registrant of ownership of such facilities, obtain permission from the public services director to abandon such facilities in place or provide the public services director with an acceptable plan for disposition of such facilities. If a registrant fails to comply with this subsection, such facilities shall be deemed abandoned and the city may exercise any remedies or rights it has at law or in equity, including but not limited to taking possession of the facilities.

(h) Registration shall not convey, transfer, or assign any property interest, equitable or legal, in the rights-of-way. Nothing contained in any registration granted pursuant to this article shall entitle a provider to use, alter, convert to, or interfere with, any real or personal property of any kind whatsoever under the management or control of the city.

(i) A registrant shall obtain and maintain any and all required regulatory approvals, permits, authorizations or licenses for the offering or provision of such services from the appropriate federal, state and local authorities.

(j) A registrant shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, a registration granted pursuant to this article without having first provided the city with at least thirty (30) days written notice of the

same. Further, any such person to whom such transfer has been made, must register with the city in accordance with this article and shall provide proof of insurance coverage in accordance with section 19-34 of the Code. Transfers to affiliates shall not be exempt from the requirements of this subsection.

(k) Each registrant shall renew its registration annually in accordance with the registration requirements of this article.

Sec. 19-22. - Rights-of-way permits.

(a) Except as otherwise provided in the code, no person may construct in any rights-of-way without first having obtained a permit from the community sustainability director or designee.

(b) A permit will allow the holder to construct in that part of the rights-of-way described in such permit and to hinder free and open passage over the specified portion of the rights-of-way by placing facilities described therein, to the extent and for the duration specified therein.

(c) A permit is valid only for the dates and the area of rights-of-way specified in the permit, unless modified by the public services director.

(d) No person may construct in the rights-of-way beyond the date or dates specified in the permit unless such permit is modified by the community sustainability director or designee.

(e) Permits issued under this article shall be conspicuously displayed at all times at the indicated work site and shall be available for inspection by department inspectors and authorized city personnel.

(f) All permit requests shall be in the form specified by the community sustainability director or designee and shall contain at a minimum:

(1) Evidence that the person requesting the permit is a registrant or proof that the person requesting the permit has authority to apply for a permit on behalf of a registrant.

(2) A traffic control plan demonstrating the protective measures and devices that will be employed, consistent with uniform traffic control standards as designated by the Public Services Department, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic. The traffic control plan must be prepared by a certified traffic control design specialist.

(3) If the person requesting the permit is proposing an underground installation within new ducts or conduits to be constructed within the rights-of-way:

a. A statement that the permittee has verified that it is not feasible to locate its facilities in existing ducts and conduits;

b. The location, depth, size and quantity of proposed new ducts or conduits; and

c. A description of the excess space that may be available for use by other utilities after installation of the new facilities.

(4) A preliminary construction schedule and completion date.

(5) All money for which payment is currently due to the city, without offset or dispute.

(6) When a permit is requested for purposes of installing additional facilities, the posting of a construction bond for the additional facilities, if required.

(g) Except in the case of an emergency, as determined by the community sustainability director or designee in his/her sole discretion, no permit will be granted to any person:

(1) Required to register who has not registered;

(2) Not in substantial compliance with the requirements of this article;

(3) With an outstanding debt which is due and payable to the city without offset or dispute; or

(4) Where there exists grounds for the revocation of a permit, until such person has corrected any such failure or default.

(h) The public services or community sustainability director may impose reasonable conditions, upon the issuance of the permit and the performance of the person requesting the permit thereunder in order to, protect the public health, safety and welfare, to ensure the structural integrity of the rights-of-way, to protect the property and safety of other users of the rights-of-way, and to minimize the disruption and inconvenience to the traveling public.

Sec. 19-23. – Appeals.

(a) Final, written decisions of the community sustainablity director, or his or her designee, suspending or denying a permit, denying an application for a registration or denying an application for renewal of a registration are subject to appeal. An appeal must be filed with the city clerk within 30 days of the date of the final, written decision to be appealed. Any appeal not timely filed as set forth above shall be waived. The city manager shall hear the appeal. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant, and a written decision shall

be rendered within 20 days of the hearing. Upon correction of any grounds that gave rise to a suspension or denial, the suspension or denial shall be lifted. The fee for the appeal shall be as set forth by city resolution.

(b) Nothing in this section shall effect the remedies the city has available under applicable law.

Sec. 19-24. - Rights-of-way permit fees.

(a) Established. Permit fees shall be established by resolution of the city commission or rules and regulations of the city.

(b) Payment of permit fees. No permit shall be issued without prior payment of permit fees, unless, at the discretion of the public services director, the city allows the person requesting the permit to pay such fees within thirty (30) calendar days of billing.

(c) Non-refundable fees. Permit fees that were paid for a permit that the public services director has revoked for a breach are not refundable.

(d) Joint submissions. Persons requesting permits are encouraged to make joint submissions for permits to work in the rights-of-way at the same place and time. Persons requesting permits who apply for permits for the same construction, which are not performed by the department, may share in the payment of the permit fee. Persons requesting permits must agree among themselves as to the portion each will pay and indicate the same on their submissions.

Sec. 19-25. - Work without a permit.

(a) Emergency situations. Each registrant shall promptly notify the public services director of any event regarding its facilities which it considers to be an emergency. The registrant may proceed to take whatever actions are necessary in order to respond to the emergency. In the event that the city becomes aware of an emergency regarding a registrant's facilities, the department shall, if circumstances warrant, attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. In any event, the department may take whatever action it deems necessary in order to respond to the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency. Each registrant shall be responsible for the cost of repairing any facilities that it or its facilities damages at any time, or that are damaged during an emergency caused by the registrant or its facilities.

(b) Non-emergency situations. Except in the case of an emergency, it shall be unlawful for any person to construct in rights-of-way without a permit.

Sec. 19-26. - Location of facilities.

(a) The public services director shall have the power to prohibit or limit the placement of new or additional facilities within the rights-of-way if there is insufficient space to accommodate all of the requests of permittees to occupy and use the rights-of-way. In making such decisions, the public services director shall strive to the extent possible to accommodate all existing and potential users of the rights-of-way, but shall be guided primarily by the condition of the rights-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the rights-of-way, and future city plans for public improvements and development projects which have been determined by the city commission to be in the public interest.

(b) The city makes no warranties or representations regarding the fitness or suitability of the city's rights-of-way for the installation of permittee's cables or conduits, and any performance of work or other costs incurred by permittee shall be at permittee's sole risk.

Sec. 19-27. - Least disruptive technology.

(a) All construction or maintenance of facilities shall be accomplished in the manner resulting in the least amount of damage and disruption to the rights-of-way.

(b) A permittee shall use all reasonable efforts not to disrupt the operation or maintenance of any other utilities or uses in the rights-of-way, including, but not limited to, sewers, storm drains, gas or water mains, or other underground cables or conduits.

Sec. 19-28. - Removal and relocation of facilities.

(a) The registrant must promptly, with due regard for seasonal working conditions, permanently remove or relocate or both, its facilities in the rights-of-way whenever the public services director, upon advance written notice to registrant, finds that the facilities are unreasonably interfering in any manner with the convenient, safe or continuous use or maintenance, improvement, extension, or expansion of such rights-of-way, and registrant shall restore the rights-of-way to the same condition it was in prior to said removal or relocation or both. Unless otherwise provided by statute, the costs associated therewith shall be borne by the registrant.

(b) If a registrant fails to commence removal or relocation of its facilities as designated by the city, within thirty (30) calendar days of the issuance of the city's removal order, or if a registrant fails to substantially complete such removal or relocation, including all associated repair of the rights-of-way of the city, within twelve (12) months thereafter, the city shall have the right to authorize any work to be done to effect the removal or relocation or both of the facilities. Unless

otherwise provided by statute, the costs associated therewith shall be borne by the registrant.

(c) Before commencing construction, each registrant who has facilities located in the proposed construction area shall be responsible to mark the horizontal and where known, the approximate vertical placement of all its facilities in accordance with Chapter 556, Florida Statutes.

Sec. 19-29. - Rights-of-way restoration.

(a) The permittee shall restore the rights-of-way in the manner and to the condition required by the department.

(b) If the permittee fails to restore the rights-of-way, and upon ten (10) days written notice to permittee, the city may restore the rights-of-way itself, and the permittee shall pay the costs thereof within thirty (30) calendar days of billing.

(c) The permittee shall perform the work according to the standards and with the materials specified by the public services director. The public services director shall have the authority to prescribe the manner and extent of the restoration. The public services director in exercising this authority shall be guided by the following standards and considerations:

(1) the number, size, depth and duration of the excavations, disruptions or damage to the rights-of-way;

(2) the traffic volume carried by the rights-of-way;

(3) the character of the neighborhood surrounding the rights-of-way;

(4) the condition of the rights-of-way prior to the excavation;

(5) the remaining life-expectancy of the rights-of-way affected by the excavation;

(6) whether the relative cost of the method of restoration to the Permittee is in reasonable balance with the prevention of an accelerated depreciation of the rights-of-way that would otherwise result from the excavation, disturbance or damage to the rights-of-way; and

(7) the likelihood that the particular method of restoration would be effective in slowing the depreciation of the rights-of-way that would otherwise take place.

(d) The permittee shall guarantee its restoration work and shall maintain and correct any improper construction at its cost for twelve (12) months following its completion. During this twelve (12) month period, it shall, upon notification from

the department, correct all restoration work to the extent necessary using the method required by the office of the public services director. Said work shall be completed within twenty one (21) calendar days of the receipt of the notice from the city.

(e) The permittee shall, at its own expense, repair or replace any other real or personal property disturbed or damaged on account of its construction of facilities in the rights-of-way.

(f) In the event permittee fails to comply with any part of this section, the registrant shall be fully responsible to the extent provided by law.

Sec. 19-30. - Protection of facilities.

When the city performs work in the rights-of-way and such work affects a registrant's facilities, in order to protect them, the registrant shall make such adjustments to its facilities as may be required by the public services director. In the event that registrant fails to adjust its facilities as required, the city may do such work as is necessary. Unless otherwise provided by statute, the costs associated therewith will be billed to that registrant and must be paid within thirty (30) calendar days from the date of billing. City shall give notice as required by law to a registrant of any work that involves maintaining, supporting, or moving a registrant's facilities.

Sec. 19-31. - General obligations of permittees.

(a) The construction performed in the rights-of-way shall be done in conformance with specifications as promulgated by the public services director and set forth in the City of Lake Worth Code.

(b) Within five (5) calendar days of the time the work under any permit hereunder is completed, the permittee shall notify the public services director.

(c) The permittee shall make the work site available to the department inspector and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of the work.

(d) Obtaining a permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any other city, county, state, or federal rules, laws or regulations.

(e) Except in the case of an emergency, and with the approval of the public services director, no rights-of-way construction may be performed when climatic conditions are unreasonable for such work. If work has already started and climatic conditions require the cessation of work, the permittee shall secure all equipment and material to the satisfaction of the public services director.

(f) A permittee shall not so obstruct rights-of-way in a manner that will interfere with the natural free and clear passage of water through the gutters or other waterways.

(g) Private personal vehicles of the employees or agents of a provider may not be parked within or adjacent to a permit area. Construction equipment or the loading or unloading of trucks adjacent to or in a permit area is prohibited unless specifically authorized by the permit.

(h) A permittee or registrant shall belong to the sunshine state one-call notification system as required by Chapter 556, Florida Statutes.

Sec. 19-32. - Enforcement of permit obligations.

(a) The public services director may order the suspension of work under a permit and ultimately may revoke any permit, without refunding any fees, in the event of a substantial breach of the terms and conditions of any applicable statute, ordinance, rule or regulation, or any condition of the permit. The types of substantial breach by permittee may include, but are not limited to:

(1) the violation of any material provision of the permit;

(2) an evasion or attempt to evade any material provision of the permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens;

(3) any material misrepresentation of fact in the process of permittee's request for a permit or registration;

(4) the failure to maintain the required construction bond or insurance;

(5) the failure to properly restore the rights-of-way; or

(6) the failure to correct within the specified time an order issued by the department inspector.

(7) the failure to register, re-register, or provide notice of any transfer in accordance with this article.

(b) If the public services director determines that the permittee has committed a substantial breach of a term or condition of the permit, the public services director shall make a written demand upon the permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the permit. Further, a substantial breach, as stated above, will allow the public services director, at his or her discretion, to place additional or revised conditions on the permit.

(c) Within five (5) calendar days of receiving notification of the breach, permittee shall contact the public services director with a plan, acceptable to the public services director, for its correction. Permittee's failure to so contact the public services director, or the permittee's failure to submit an acceptable plan, or permittee's failure to reasonably implement the approved plan, shall be cause for revocation of the permit. Further, permittee's failure to so contact the public services director, or the permittee's failure to submit an acceptable plan, or permittee's failure to implement the approved plan, shall be cause for the permittee to be placed on probation for one full year.

(d) The public services director may establish a list of conditions of any permit which, if breached, will be cause for the permittee to be placed on probation for one full year, such as, but not limited to, working out of the allotted time period or working on rights-of-way significantly outside of the permit. These conditions shall be stated on the permit.

(e) If a permittee, while on probation, commits a breach as outlined above, permittee's permit may be revoked and not be allowed further permits for one full year, except for emergency repairs and service requirements as mandated by state or federal regulations.

(f) If a permit is revoked, the permittee shall also reimburse the city for the city's reasonable costs, including restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

(g) The department inspector may issue an immediate stop work order where the permittee's construction poses a serious threat to the health, safety or welfare of the public until such time as such serious threat has abated.

Sec. 19-33. - Construction bond.

(a) Prior to the commencement of any construction, a permittee shall deposit with the public services director a construction bond in an amount determined by the public services director based on the type of facilities, the extent of the project, rights-of-way restoration work required and the past performance of the permittee on other work for which the city issued a permit. The construction bond shall not be released until the rights-of-way have been restored and inspected pursuant to the specifications provided in this article.

(b) The construction bond shall serve as security for:

(1) the faithful performance by the permittee or registrant of all terms, conditions and obligations, including restoration of the rights-of-way and permit fees, of this article;

(2) any expenditure, damage, or loss incurred by the city occasioned by the permittee or registrant's violation of this article or its failure to comply with

all rules, regulations, orders, permits and other directives of the city issued pursuant to this article;

(3) the payment of premiums for the liability insurance required pursuant to this article;

(4) the submission to the city of accurate record drawings showing at a minimum correct horizontal and vertical locations of new facilities placed in the rights-of-way in a CAD format approved by the department. Record drawings shall be certified by a professional engineer or land surveyor registered by the State of Florida, except for such engineers or surveyors who may be exempt from registration by Florida Statutes.

(c) The construction bond shall contain the following endorsement: "It is hereby understood and agreed that this bond may not be canceled or not renewed by the surety nor the intention to cancel or not to renew be stated by the surety until ninety (90) calendar days after completion of construction of the facilities and, notwithstanding the foregoing, shall in no case be canceled or not renewed by the surety until at least ninety (90) calendar days' written notice to the City of Lake Worth of surety's intention to cancel or not renew this bond."

Sec. 19-34. - Insurance.

(a) A registrant shall not commence construction, operation or maintenance of the facility without obtaining all insurance required under this section and approval of such insurance by risk management of the city, nor shall a registrant allow any contractor or subcontractor to commence work on its contract or subcontract until all similar such insurance required of the same has been obtained and approved. The required insurance must be obtained and maintained for the entire period the registrant has facilities in the public rights of way, and for a period thereafter as specified in the minimum coverages described below. If the registrant, its contractors or subcontractors do not have the required insurance, the village may order such entities to stop operations until the insurance is obtained and approved.

(b) Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the risk manager. For entities that are entering the market, the certificates shall be filed prior to the commencement of construction and once a year thereafter, and as provided below in the event of a lapse in coverage. For entities that have facilities in the public rights of way as of the effective date of this article, the certificate shall be filed within 60 calendar days of the adoption of this article, annually thereafter, and as provided below in the event of a lapse in coverage.

(c) These certificates of insurance shall contain a provision that coverages afforded under these policies will not be canceled until at least 45 calendar days prior written notice has been given to the city. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial ratings

must be no less than "A-VP' in the latest edition of *Best's Key Rating Guide*, published by A.M. Best Guide. A registrant may self-insure. Self insured status must be confirmed with certification of same by presentation of financial statements which are not more than one year old and signed by the registrant's chief financial officer or designee. Information contained therein is subject to review and approval by city's risk manager.

(d) In the event that the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of this contract, then in that event, the registrant shall furnish, at least 30 calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance of equal and like coverage.

(e) A registrant and its contractors or subcontractors engaged in work on the operator's behalf in, on, under or over public rights-of-way, shall maintain the following minimum insurance:

(1) *Comprehensive general liability insurance.* To cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

Bodily injury
- Each occurrence $1,000,000
- Annual aggregate $3,000,000

Property damage
- Each occurrence $1,000,000
- Annual aggregate $3,000,000

Personal injury
- Annual aggregate $3,000,000

Completed operations and products liability shall be maintained for two years after the abandonment of the facility by the registrant (in the case of the registrant) or completion of the work for the registrant (in the case of a contractor or subcontractor).

Property damage liability insurance shall include coverage for the following hazards: X-explosion, C-Collapse, U-underground.

(2) *Workers' compensation insurance.* Shall be maintained to comply with statutory limits for all employees, and in the case any work is sublet, each registrant shall require the subcontractors similarly to provide workers' compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by each registrant. Each registrant and its contractors and subcontractors shall maintain employers' liability insurance. The following limits must be maintained:

Workers' compensation - statutory

Employers' liability - $500,000 per occurrence

(3) *Comprehensive auto liability.*

Bodily injury
Each occurrence $1,000,000
Annual aggregate $3,000,000
Property damage
Each occurrence $1,000,000
Annual aggregate $3,000,000

Coverage shall include owned, hired and non-owned vehicles.

(f) Each provider shall hold the city, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of its construction, operation or repair of its facilities and name the city as an additional insured.

(g) This section shall not be construed to affect in any way the city's rights, privileges and immunities as set forth in F. S. § 768.28. Insurance under this section shall run continuously with the presence of the registrant's facilities in the public rights of way and any termination or lapse of such insurance shall be a violation of this section and subject to the remedies as set forth herein. Notwithstanding the foregoing, the city may, in its sole discretion, require increased or decreased levels of insurance for any other object placed in the city's public rights of way by way of individual local business tax receipt agreements.

Sec. 19-35. - Indemnification and liability.

(a) By reason of the acceptance of a registration or the grant of a permit, the city does not assume any liability:

(1) for injuries to persons, damage to property, or loss of service claims by parties other than the registrant or the city;

(2) for claims or penalties of any sort resulting from the installation, presence, maintenance, or operation of facilities by registrants or activities of registrants.

(b) By registering with the department a registrant agrees, or by accepting a permit a permittee is required, to defend, indemnify, and hold the city whole and harmless from all costs, liabilities, and claims for damages of any kind arising out of the construction, presence, installation, maintenance, repair or operation of its facilities, whether any act or omission complained of is authorized, allowed, or prohibited by a permit. The foregoing does not indemnify the city for its own negligence or intentional acts, provided, however, that the city's right to indemnification shall not be affected by the issuance of permits and inspection of plans or work by the city. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the registrant or to the city; and the registrant, in defending any action on behalf of the city, shall be entitled to assert

in any action every defense or immunity that the city could assert in its own behalf. Nothing herein shall be construed as a waiver of the protections, limitations and immunities provided in Section 768.28, Florida Statutes.

(c) This indemnification obligation is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for the registrant under workers' compensation, disability or other employee benefit acts, or the acceptance of insurance certificates required under this article, or the terms, applicability or limitations of any insurance held by the registrant.

(d) The city does not and shall not waive any rights against the registrant which it may have by reason of this indemnification, or because of the acceptance by, or the registrant's deposit with the city of any of the insurance policies required by this article for registration.

(e) This indemnification by the registrant shall apply to all damages and claims for damages of any kind suffered by reason regardless of whether such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

Sec. 19-36. - Security fund.

(a) In the public services director's discretion and prior to the registrant receiving its first permit to place or maintain facilities in the rights-of-way, the registrant shall provide an annual surety bond in an amount set by the public services director. The bond or guaranty shall be issued by a surety qualified to do business in the State of Florida, and acceptable to the finance director, and shall be conditioned on the full and faithful performance by the registrant of all requirements, duties and obligations imposed upon registrant by this Code. The bond shall be furnished annually to provide a continuing guaranty of the registrant's full and faithful performance, until such time as the public services director may remove the requirement for the security fund.

(b) In the event registrant fails to perform the duties and obligations imposed upon registrant, there shall be recoverable, jointly and severally from the principal and surety of the bond any damages or loss suffered by city as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of registrant, plus reasonable attorneys' fees, up to the full amount of the security fund.

(c) The public services director may accept a corporate guaranty, under the same terms and conditions as (a) and (b) above, of the registrant or its parent company in lieu of a bond, provided the registrant is a publicly traded company and maintains an insurance rating of no less than A-.

(d) The provision of a security fund, if required, shall not waive any claims or remedies a registrant may have under applicable law with respect to provisions of the code or application thereof.

Sec. 19-37. – Waivers.

Waivers to the requirements of this article may be granted by the public services director as provided in this subsection. Nothing in this article shall be construed to prohibit or have the effect of prohibiting the nondiscriminatory and competitively neutral use of rights of way within the city limits by utility service providers, in violation of state or federal law. The waiver provisions listed in this subsection apply only where a registrant's application for the placement or relocation of a facility in a right of way does not meet the criteria for approval as required by this article. A request for a waiver shall include all information described in this subsection and any other reasonable information the city may require. The public services director may deny the request for a waiver if it does not comply with the requirements of this subsection. The following provisions shall govern the issuance of a waiver from the requirements of this article:

(a) The public services director shall consider the following factors in determining whether to grant a waiver:

(1) A detailed explanation, with supporting data, as to why a waiver from the requirements of this article is required in order to allow the registrant/applicant to have nondiscriminatory and competitively neutral use of the rights of way. This may include, as appropriate, evidence that a waiver is required to avoid an undue burden/hardship on the applicant and that a waiver is necessary in order to close a significant gap in the applicant's service to the affected area, evidence that the application of the requirements of this article is contrary to the public health, safety or welfare; or evidence that the application of the requirements of this article creates a result that is inconsistent with the intent of this article. The foregoing examples are not intended to be exhaustive of the items that an applicant may present to the city when requesting a waiver under this subsection.

(2) Availability of co-location opportunities, which are a preferred solution in the granting of a waiver;

(3) Size and height of the proposed facilities;

(4) Location and separation distances of the proposed facilities;

(5) Location of the nearest residential units or residentially zoned properties;

(6) Adjacent and nearby topography, tree coverage and foliage;

(7) Design of the proposed facilities with particular reference to elimination of visual impacts of such facilities through stealth design or adequate screening, which are a preferred solution in the granting of a waiver;

(8) Any other factors the public services director determines to be relevant.

(b) In granting any waiver, the public services director may impose conditions to the extent the public services director concludes such conditions are necessary to minimize any adverse effects of the proposed facility on adjoining properties or to protect the health, safety and welfare of the city and the residents.

Sec. 19-38. - Statutory exceptions.

No requirement set forth in this article shall apply to any utility that is exempted from complying with such a requirement under state or federal law or regulation.

Sec. 19-39. – City of Lake Worth utilities excused.

Utilities owned by the City of Lake Worth shall be excused from all parts of this article.

Section 3. Chapter 19, “Streets and Sidewalks” is hereby amended by enacting Article VII, “Communication Facilities in the Rights of Way” to read as follows:

ARTICLE VII. – COMMUNICATION FACILITIES IN THE RIGHTS OF WAY

Sec. 19-100. – Intent and purpose.

It is the intent of the city to promote the public health, safety, aesthetics, and general welfare of the city by providing for the placement or maintenance of communications facilities and personal wireless service facilities in the public rights- of-way within city; adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including F.S. § 337.401, as it may be amended, city's home-rule authority, and in accordance with the provisions of the Federal Telecommunications Act of 1996 and other federal and state law; establishing reasonable rules and regulations necessary to manage the placement or maintenance of communications facilities and personal wireless service facilities in the public rights-of-way by all communications services providers; and minimizing disruption to the public rights-of-way.

Sec. 19-101. – Definitions.

For the purposes of this article, the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated. When not inconsistent with the context, words used in the present tense

include the future tense; words in the plural number include the singular number; and words in the singular number include the plural number; and the masculine gender includes the feminine gender. "And" and "or" may be read conjunctively or disjunctively. The words "shall" and "will" are mandatory, and "may" is permissive. Unless otherwise expressly stated, words not defined in this article shall be given the meaning set forth in 47 USC, and, if not defined therein, their common and ordinary meaning. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

Abandonment. The permanent cessation of all uses of a communications facility; provided that this term shall not include cessation of all use of a facility within a physical structure where the physical structure continues to be used. For example, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be *Abandonment* of a facility in public rights-of-way.

City. The City of Lake Worth, Florida.

Communications Facility or *Facility* or *System.* Any permanent or temporary plant, equipment or property, including but not limited to cables, wires, conduits, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the city and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services.

Communications Services. The transmission, conveyance or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance, and as defined in F.S. § 202.11. Notwithstanding the foregoing, for purposes of this article, "video service", as defined in F.S. § 202.11, as it may be amended, is not included in the definition of *Communications Services.* Communications to remotely facilitate, monitor, or control the distribution or transmission of electricity by an electric utility are also not included in the definition of *Communications Services.*

Communications Services Provider. Any person providing communications services through the placement or maintenance of a communications facility in public rights-of-way. *Communications Services Provider* shall also include any person that places or maintains a communications facility in public rights-of-way but does not provide communications services.

FCC. The Federal Communications Commission.

In public rights of way or *In the public rights of way.* In, on, over, under or across the public rights-of-way.

Ordinance. This ordinance and the provisions of this article.

Person. Any individual, children, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, and all other groups or combinations, and shall include the city to the extent the city acts as a communications services provider.

Personal wireless services. Commercial mobile services, unlicensed wireless services and common carrier wireless exchange access services, and shall include "wireless service" as defined in F.S. § 365.172, as well as "personal wireless services" defined in 47 U.S.C. § 332(c)(7)(C)(i), as they may be amended from time to time. Notwithstanding the foregoing, for purposes of this article, "video service," as defined in F.S. § 202.11, as it may be amended, is not included in the definition of *personal wireless services. Personal wireless services* shall not include any form of surveillance by photography, wireless communication, or other form of transmission.

Personal wireless service facilities. Facilities for the provision of personal wireless services and, for the purposes of this article, shall include all of those "wireless communication facilities" as defined in F.S. § 365.172, as it may be amended, that are not also telecommunications towers as set forth in Section 23.4-13(c)(3) of the city's Code of Ordinances. Facilities used for communications to remotely facilitate, monitor, or control the distribution or transmission of electricity on electric infrastructure are not included in the definition of *personal wireless service facilities. Personal wireless service facilities* shall not be used to provide for any form of surveillance or photography through wireless communication or other form of transmission.

Place or maintain or *placement or maintenance* or *placing or maintaining.* To erect, construct, install, maintain, grade, excavate, place, repair, extend, replace, expand, remove, occupy, locate or relocate. A communications services provider that owns or exercises physical control over communications facilities in public rights-of-way, such as the physical control to maintain and repair, is *placing or maintaining* the facilities. A party providing service only through resale or only through use of a third party's unbundled network elements is not *placing or maintaining* the communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way does not constitute *placing or maintaining* facilities in the public rights-of-way.

Public rights of way. A public right of way, public utility easement, public highway, street, lane, bridge, sidewalk, road, waterway, canal, tunnel, alley, or similar property, and includes the surface, the air space over the surface and the area below

the surface. *Public rights of way* shall not include private property. *Public rights of way* shall not include any real or personal village property except as described above and shall not include village buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the public rights of way. No reference herein, or in any permit, to public rights of way shall be deemed to be a representation or guarantee by the village that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and a registrant shall be deemed to gain only those rights to use as are properly in the village and as the Village may have the undisputed right and power to give.

Registrant. A communications services provider or other person that has registered with the city in accordance with the provisions of this article.

Registration or *register.* The process described in this article whereby a communications services provider provides certain information to the city.

Stealth facility. Any communications facility which is designed to blend into the surrounding environment. Examples of *stealth facilities* include architecturally screened roof-mounted antennas, antennas integrated into architectural elements, poles in the rights of way that are designed to look like light poles, and telecommunications towers designed to look like light poles, power poles, or trees.

Sec. 19-102. – Registration for placing or maintaining communications facilities in public rights of way.

(a) A communications services provider that desires to place or maintain a communications facility in public rights-of-way in the city shall first register with the city in accordance with this section. Subject to the terms and conditions prescribed in this section, a registrant may place or maintain a communications facility in public rights-of-way. A communications services provider with an existing communications facility in the public rights-of-way of the city as of the effective date of this article shall comply with this article within 60 days from the effective date of this article, including, but not limited to, registration, or be in violation hereof.

(b) A registration shall not convey any title, equitable or legal, to the registrant in the public rights of way. Registration under this section governs only the placement or maintenance of communications facilities in public rights-of-way. Registration does not excuse a communications services provider from obtaining appropriate access or pole attachment agreements before locating its facilities on the city's or another person's facilities. Registration does not excuse a communications services provider from complying with all applicable city ordinances, codes or regulations, including this article.

(c) Each communications services provider that desires to place or maintain a communications facility in public rights-of-way in the city shall file a single registration with the city which shall include the following information:

Name of the applicant;

Name, address and telephone number of the applicant's primary contact person in connection with the registration and the person to contact in case of an emergency;

Evidence of the insurance coverage required under Sec. 19-110 of this article and acknowledgment that registrant has received and reviewed a copy of this article;

A copy of the applicant's certificate of authorization or local business tax receipt to provide communications services issued by the Florida Public Service Commission, the Federal Communications Commission, or other federal or state authority, if any;

For an applicant that does not provide a Florida Public Service Commission certificate of authorization number, if the applicant is a corporation, proof of authority to do business in the State of Florida, including the number of the certificate of incorporation; and

A security fund in accordance with Sec. 19-113 of this article.

(d) The public services director, or his or her designee shall review the information submitted by the applicant. If the applicant submits information in accordance with subsection (c) above, the registration shall be effective and the city shall notify the applicant of the effectiveness of registration in writing. If the public service director determines that the information has not been submitted in accordance with subsection (c) above, the director, or his or her designee, shall notify the applicant of the non-effectiveness of registration, and reasons for the non-effectiveness, in writing. The director, or his or her designee, shall so reply to an applicant within 30 days after receipt of registration information from the applicant.

(e) A registrant may cancel a registration upon written notice to the city stating that it will no longer place or maintain any communications facilities in public rights-of-way within the city and will no longer need to obtain permits to perform work in public rights-of-way. A registrant cannot cancel a registration if the registrant continues to place or maintain any communications facilities in public rights-of-way.

(f) Registration shall not in itself establish any right to place or maintain or priority for the placement or maintenance of a communications facility in public rights-of-way within the city, but shall establish for the registrant a right to apply for a permit, if permitting is required by the city. Registrations are expressly subject to any future amendment to or replacement of this article and further subject to any additional city's ordinances, as well as any state or federal laws that may be enacted.

(g) A registrant shall renew its registration with the city by April 1 of even numbered years in accordance with the registration requirements in this article, except that a registrant that initially registers during the even numbered year when renewal would be due or the odd numbered year immediately preceding such even numbered year

shall not be required to renew until the next even numbered year. Within 30 days of any change in the information required to be submitted pursuant to division (c). If no information in the then-existing registration has changed, the renewal may state that no information has changed. Failure to renew a registration may result in the city restricting the issuance of additional permits until the communications services provider has complied with the registration requirements of this section.

(h) In accordance with applicable city ordinances, codes or regulations and this article, a permit shall be required of a communications services provider that desires to place or maintain a communications facility in public rights of way. An effective registration shall be a condition precedent to obtaining a permit. Notwithstanding an effective registration, permitting requirements shall continue to apply. A permit may be obtained by or on behalf of a registrant having an effective registration if all permitting requirements are met.

(i) A registrant that places or maintains communications facilities in the public rights of way shall be required to pay compensation to the city as required by applicable law and ordinances of the city.

Sec. 19-103. – Transfer, sale or assignment of assets in public rights of way.

(a) If a registrant transfers, sells or assigns its assets located in public rights-of-way incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale or assignment shall be provided by such registrant to the city within 24 days after the effective date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided in Sec. 19-102 of this article within 60 days of the transfer, sale or assignment. If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the public services department that the transferee, buyer or assignee is the new applicant.

(b) Any encumbrance on the communications facilities of the registrant in the public rights of way shall be subject and subordinate to the rights of the city under this article and applicable law.

Sec. 19-104. – Placement or maintenance of a communications facility or personal wireless service facility in public rights of way.

(a) Registrant shall at all times comply with and abide by all applicable provisions of state, federal and local law and city ordinances, codes and regulations, as amended, in placing or maintaining a communications facility or a personal wireless service facility in public rights-of-way.

(b) To the extent not otherwise prohibited by state or federal law, the city shall have the power to prohibit or limit the placement of new or additional communications facilities and personal wireless service facilities within a particular area of public rights of way. The city shall have the power to prohibit or limit the placement of new or additional communications facilities and personal wireless service facilities within the public rights of way if there is insufficient space to accommodate all of the requests to place and maintain facilities in that area of the public rights of way, for the protection of existing facilities in the public rights of way or to accommodate city plans for public improvements or projects that the city determines are in the public interest.

(c) All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of communications facilities and personal wireless service facilities.

(d) Personal wireless service facilities located in the public rights-of-way must meet the following minimum standards:

(1) Required approvals. No application for placement of personal wireless service facilities in the public rights-of-way shall be permitted without approval of the public services department.

(2) (A) Because an antenna must be placed above ground in order to transmit and receive signals, an applicant proposing placement of an antenna in the public rights of way, except in the case of a co-location, shall submit an application for approval through the public services department. The application shall consist of the following:

1. Application form provided by the city accompanied by the required application fee;

2. Copy of current business tax receipt;

3. A scaled site plan depicting an area within a 600-foot radius from the center of the proposed personal wireless service facility, and showing the proposed antennas, equipment, related infrastructure, sidewalks, all existing utilities, antennas, towers, stealth facilities, the right-of-way boundaries, wireless communications facility boundary, road improvements, all ingress and egress to nearby streets, major vegetation, required grading, existing and proposed elevations, easements, and other significant features of the site.

4. Certification signed by the applicant confirming the distance separation from other personal wireless service facilities.

(B) No permits shall be issued by the city prior to the approval of a development plan where required pursuant to this subsection (d)(2)(A)(3).

(3) Completeness review; time limitation. The city shall grant or deny a properly completed application for personal wireless service facilities in the public rights-of-way within 90 days or, as required by federal and state law, after the date the application is determined to be properly completed. An application is deemed

submitted or resubmitted on the date the application is received by the public services department. The public services department shall notify the applicant within 20 days after the date the application is initially submitted or additional information resubmitted, whether the application is properly completed in compliance with the city's requirements. If the application is not completed in compliance with the city's requirements, the public services department shall so notify the applicant in writing indicating with specificity any deficiencies which, if cured, make the application properly completed. Upon resubmission of information to cure the stated deficiencies, the public services department shall notify the applicant, in writing, no later than 20 days after the additional information is submitted, of any remaining deficiencies that must be cured. If a specified deficiency is not properly cured when the applicant resubmits its application to comply with the notice of deficiencies, the public services department may continue to request the information until such time as the specified deficiency is cured, or may establish a reasonable time frame within which the required information to cure the application deficiency is to be provided. If the curative information is not provided within such time frame, the application will be considered withdrawn or closed.

(4) Co-location or use of stealth facilities. An antenna in the public right-of-way shall, to the extent possible, be co-located on an existing power, light or other utility pole. When co-location of an antenna is not possible, a freestanding stealth facility is preferred. For co-locations, the applicant shall submit an application to the city's Building Department for approval.

(5) Statement. A statement or statements shall be submitted certifying that the construction of personal wireless service facilities proposed to be located in the public rights-of-way will comply with applicable standards as set forth in the Florida Building Code, latest edition, the State of Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, and applicable electrical codes; and describing the proposed personal wireless service facilities' capacity to permit multiple users, including an example of the number and type of antennas or other attachments that can be accommodated on support structures. No personal wireless service facility which exceeds its support structure's loading capacity, which causes any pole or structure to exceed its loading capacity or which does not conform to applicable electrical codes shall be permitted in the public rights-of-way.

(6) Dimensional limits for cabinets, boxes and vaults. No permit or order shall be granted authorizing the placement, construction or modification in the public rights-of-way of a personal wireless service facility cabinet, box or vault shall not exceed three feet wide by three feet long by five feet high in size.

(A) Height, setbacks and related location requirements.

1. The height of a new personal wireless service facility in the public right-of-way to which an antenna is attached shall not exceed the height of existing poles or structures in the public rights-of-way within 100 feet of such

proposed new personal wireless service facility, or if no such existing poles are present in the public rights-of-way within 100 feet of such proposed new personal wireless service facility, the new personal wireless service facility shall not exceed a height of 30 feet. Height shall be measured from the crown of the road of the nearest public street.

2. Except as otherwise provided herein, personal wireless service facilities in the public rights-of-way shall conform to the standards and requirements set forth in the State of Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

3. No antenna attached to a freestanding pole in the public rights-of-way, other than as a co-location with an existing power, light or other utility pole, or unless installed as a stealth facility, shall be permitted within 50 feet of any principal residential structure.

4. A box or cabinet housing the equipment connected to an antenna attached to a freestanding pole in the public rights-of-way shall be placed on the ground instead of attached to the pole supporting the antenna, and shall be screened from view.

5. Personal wireless service facilities shall be located in State or County arterial or collector rights-of-way, whenever possible. Placement of personal wireless service facilities in city collector street, cul-de-sac, local street, marginal access street rights-of-way and Lake Worth Drainage District canals, shall be prohibited unless the applicant cannot otherwise provide service to a particular customer or customers without doing so, and the inability to place facilities in such rights-of-way is necessary to accomplish requirements of nondiscriminatory treatment of the applicant in relation to the city's treatment of other communications service providers. In such circumstances, the applicant shall include with its city permit application, sufficient evidence consistent with industry standards, to justify such placement. Whenever personal wireless service facilities must be placed in a right of way with residential uses on one or both sides, neither poles, equipment, antennas or other structures shall be placed in front of a residential structure. If a right of way has residential structures on only one side, the personal wireless service facilities shall be located on the opposite side of the right of way whenever possible. All personal wireless service facilities shall be located in such a way that they do not interfere with views from residential structures.

(B) Antennas.

1. Each application for a personal wireless service facility, shall contain a rendering or photograph of the proposed antenna which depicts its aesthetic features including, but not limited to, the use of colors and screening devices. The application shall be subject to administrative review regarding consistency with the requirements of this section. The city manager, or his or her designee, may require, to the extent possible, that aesthetic features, including but not limited, to the use of colors and screening devices, be used so that antennas blend into the surrounding environment.

2. No signals, lights, or illumination shall be permitted on an antenna or, except in the case of a light pole or a stealth facility designed to emulate a light pole, on a pole to which such antenna is attached, unless required by applicable state or federal laws or rules.

3. Antennas shall be mounted at a height and location that will not interfere with use of the public rights of way.

4. No exterior antenna in the public rights-of-way shall exceed the height of the pole to which it is attached by more than 24 inches, unless it is attached as a co-location to an existing power, light or other utility pole or on a pole designed to emulate a light pole. Further, if any part of the antenna extends above the top of the pole it shall not be allowed to extend away from the exterior side of the pole in an amount greater than 12" on any side.

5. No antenna shall be mounted where the edge of the antenna is more than four inches from the exterior side of the pole to which it is attached unless it is attached as a co-location to an existing power, light or other utility pole. No part of the antenna shall be allowed to extend more than 24" away from the exterior side of the pole.

6. Exterior looping of excess cable length installed on any personal wireless service facility located in the public right-of-way is prohibited.

7. Distance between antenna locations/number of antenna locations within a specified area. To minimize the adverse visual impacts associated with the proliferation and clustering of antennas and associated above-ground personal wireless service facilities, no antenna site in the public rights-of-way shall be located within 600 feet of any other such antenna site or telecommunications tower. Further, no more than 13 antenna sites may be located within an area of one square mile. This paragraph (7) shall not apply to any antenna co-located on an existing power, light or other utility pole within the public rights-of-way.

(C) Co-locations. For the purposes of this section, *co-location* means the mounting or installation of an antenna on an existing power, light or other utility pole for the purpose of transmitting and/or receiving radio frequency signals for communications purposes. In any co-location, the existing power, light or other utility pole may be modified or replaced to accommodate the new attachment, provided however that the modified or replacement pole complies with the height, setback and related location requirements, unless such requirements are waived. For the purposes of this section, an existing power, light or other utility pole modified or replaced to accommodate a new attachment shall continue to be considered an existing pole after replacement or modification.

(D) Approval required from other governmental agencies and owners. Each application for the location of a personal wireless service facility in the public rights-of-way may be required to include written approval, or a statement of no objection, from state agencies that regulate siting, design, and construction of such facilities, or have jurisdiction over the public rights-of-way, if any such agencies require the applicant to seek their review or approval. An existing facility in the public

rights-of-way shall only be utilized in a manner consistent with the city code and with the written permission of the facility owner.

(E) FCC emissions standards. All personal wireless service facilities in the public rights-of-way shall comply with current radio frequency emissions standards of the Federal Communications Commission.

(F) Buffering.

1. As a condition of approval the public services director, or his or her designee, may require the use of a fence as a buffer that is consistent in design and function with existing fencing used in the public rights-of-way.

2. As a condition of approval the public services director, or his or her designee, may require the use of landscaping as a buffer, which landscaping is consistent with the landscaping otherwise located in the public rights-of-way. Additional landscaping may be required if deemed necessary to buffer adjacent properties. The public services director, or his or her designee, may require landscaping in excess of the requirements of the city code to enhance compatibility with adjacent residential and nonresidential land uses.

3. All buffering required in connection with the use of personal wireless service facilities in the public rights-of-way shall be maintained by the owner of such facilities at its own cost.

(G) Equipment. The location in the public rights-of-way of any equipment or equipment cabinets associated with personal wireless service facilities shall be subject to the approval of the public services director. Any such cabinets or equipment must be approved by the public services director as to safety, and shall not interfere with the use of the public rights of way. The public services director may require a statement certifying the need for the proposed equipment and location. No generators utilized in connection with personal wireless services facilities may be placed in the public rights of way, except temporarily in the case of emergency and if approved in advance by the public services director.

(H) Signs and advertising. The use of any portion of a personal wireless service facility in the public rights-of-way for the posting of signs or for advertising purposes, including, but not limited to, the display of lights, banners and streamers is strictly prohibited. For purposes of emergency contact, the owner of the personal wireless service facility shall place one identification label on the equipment advising of the name and contact telephone number of the owner of the personal wireless service facility.

(I) Inspections.

1. Owners or operators of personal wireless service facilities in the public rights of way shall ensure that the city's building department has current contact information for such owner or its authorized representative.

2. The owner or operator of a personal wireless service facility in the public rights of way shall submit a report to the city's building

department, certifying the integrity of the personal wireless service facility and the safety of electrical components at least once every two years.

(J) Cooperative determination. In the event an applicant demonstrates, in writing, to the satisfaction of the public services director, or his or her designee, that the operation of this section produces a result which is either (i) a burdensome hardship on the applicant, and is inconsistent with the general public welfare; or (ii) inconsistent with the intent of the particular provisions of this section, and inconsistent with the general public welfare, the applicant and the public services director, or his or her designee, shall cooperate to determine an appropriate location and aesthetic design for the proposed facility. In any such cooperative determination there shall be a preference for co-location with existing personal wireless service facilities or other utility facilities, or for use of unused capacity on existing personal wireless service facilities. Where facilities cannot be co-located and no such unused capacity exists, there shall be a preference for the use of free-standing stealth-type structures which are consistent, to the extent possible, with this section. The public services director, or his or her designee, may require a written statement certifying that the proposed location is needed by a personal wireless services provider to close a significant gap in its service to the affected areas.

(K) Modifications or replacements. Modification or replacement of any personal wireless service facilities in the public rights-of-way shall be subject to approval of the city's building department. If such modification or replacement of personal wireless service facilities or equipment would, as reasonably determined by the city, result in the facility or equipment being readily discernibly different in size, type, and appearance when viewed from ground level from surrounding properties, such modification shall require approval as a non-quasi judicial item before the planning and zoning board. Any co-location of personal wireless service facilities, removal of personal wireless service facilities or replacement of personal wireless service facilities that substantially changes the physical dimensions of an antenna node site shall be subject to approval of the city's building department. Notwithstanding anything to the contrary in this section, for an eligible facilities request under Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012, the application shall be subject only to the building department's review and approval process.

(L) Statements and certifications. Any statement or certification submitted by or on behalf of an applicant pursuant to the provisions of this section shall be prepared applying rational analysis by one or more engineers registered and licensed in the state, or by such other person or persons designated by the applicant who are qualified to perform the required analysis. Any person or persons providing such a statement or statements shall also certify as to his or her competence in the discipline or disciplines necessary to perform the analysis and to provide the statement.

(e) A registrant shall, at its own expense, restore the public rights-of-way to at least its original condition before such work after the completion of any placement or maintenance of a communications facility or personal wireless service facility in public

rights-of-way or each phase thereof. If the registrant fails to make such restoration within 30 days following the completion of such placement or maintenance, the city may perform such restoration as it deems necessary and charge all costs of the restoration against the registrant in accordance with F.S. § 337.402, as it may be amended. The registrant shall guarantee its restoration work and shall correct any improper restoration work at its own expense for 12 months following the original completion of the work.

(f) Removal or relocation at the direction of the city of a registrant's communications facility or personal wireless service facility in public rights-of-way shall be governed by the provisions of F.S. §§ 337.403 and 337.404, as they may be amended.

(g) A permit from the city constitutes authorization to undertake only certain activities on public rights-of-way in accordance with this article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.

(h) A registrant shall maintain its communications facility or personal wireless service facility in public rights-of-way in a manner consistent with accepted industry practice and applicable law.

(i) In the interest of the public's health, safety and welfare, upon request of the city, a registrant shall coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable time frame in the subject public rights-of-way. The city may require a registrant to alter its placement or maintenance schedule as the city determines to be reasonably necessary so as to minimize disruptions and disturbance in the public rights-of-way. The city may provide a more definite time frame based on individual city construction or maintenance schedules.

(j) The city makes no warranties or representations regarding the fitness, suitability, or availability of city's public rights-of-way for the registrant's communications facilities or personal wireless service facilities and any performance of work or costs incurred by registrant or provision of services shall be at registrant's sole risk. Nothing in this article shall affect the city's authority to add, vacate or abandon public rights-of-way and city makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for communications facilities or personal wireless service facilities.

(k) The city shall have the right to make such inspections of communications facilities and personal wireless service facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article. In the event the city determines that a violation exists with respect to registrant's placement or maintenance of facilities in the public rights-of-way that is not considered to be an emergency or danger to the public health, safety or welfare, the city will provide the

registrant at least three days written notice setting forth the violation and requesting correction.

(l) The city reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the city in public rights-of-way occupied by the registrant. Registrant shall, if the registrant so agrees, allow city facilities to be co-located within city's public rights-of-way through the use of a joint trench during registrant's construction project. Such joint trench projects shall be negotiated in good faith by separate agreement between the registrant and the city and may be subjected to other city rights-of-way requirements. The city further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of the public rights-of-way within the limits of the city and within said limits as same may from time to time be altered.

(m) A registrant shall, on the request of any person holding a permit issued by the city, temporarily raise or lower its communications facilities or personal wireless service facilities to permit the work authorized by the permit. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than 30 days advance written notice to arrange for such temporary relocation. If the city requests a temporary raising or lowering of a facility for a public purpose, the city shall not be charged for the temporary raising or lowering of the facility.

Sec. 19-105. – Suspension of permits.

(a) Subject to Sec. 19-106, the public services director or his or her designee may suspend a permit for work in the public rights of way for one or more of the following reasons:

Failure to satisfy permit conditions, including conditions set forth in this article or other applicable city ordinances, codes or regulations governing placement or maintenance of communications facilities in public rights of way, including, without limitation, failure to take reasonable safety precautions to alert the public of work at the work site, or to restore any public rights of way;

Misrepresentation or fraud by registrant in a registration or permit application to the city;

Failure to properly renew or ineffectiveness of registration; or

Failure to relocate or remove facilities as may be lawfully required by the city.

(b) After the suspension of a permit pursuant to this section, the public services director or his or her designee shall provide written notice of the reason for the suspension to the registrant.

Sec. 19-106. – Appeals.

(a) Final, written decisions of the community sustainability director, or his or her designee, suspending or denying a permit, denying an application for a registration or denying an application for renewal of a registration are subject to appeal. An appeal must be filed with the city clerk within 30 days of the date of the final, written decision to be appealed. Any appeal not timely filed as set forth above shall be waived. The city manager shall hear the appeal. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant, and a written decision shall be rendered within 20 days of the hearing. Upon correction of any grounds that gave rise to a suspension or denial, the suspension or denial shall be lifted.

(b) Nothing in this section shall effect the remedies the city has available under applicable law.

Sec. 19-107. – Conditional use of public rights of way.

(a) In the event the registrant desires to use its existing facilities or to construct new facilities for the purpose of providing other utility or non-utility services to existing or potential consumers or resellers, by providing any other services other than the provision of communications service, or for providing any other use to existing or potential consumers, a registrant shall seek such additional and separate authorization from city for such activities as may be required by applicable law.

(b) To the extent that a registrant leases or otherwise uses the facilities of a person that is duly registered or otherwise authorized to place or maintain facilities in the public rights-of-way of the city, the registrant shall make no claim, nor assert any right, which will impede the lawful exercise of the city's rights, including requiring the removal of such facilities from the public rights-of-way of the city, regardless of the effect on registrant's ability to place or maintain its own communications facilities in public rights-of-way of the city.

Sec. 19-108. – Involuntary termination of registration.

(a) The city may terminate a registration if:

(1) A federal or state authority suspends, denies, or revokes a registrant's certification or local business tax receipt to provide communications services;

(2) The registrant's placement or maintenance of a communications facility in the public rights-of-way presents an extraordinary danger to the general public or other users of the public rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice; or

(3) The registrant ceases to use all of its communications facilities in public rights-of-way and has not complied with Sec. 19-115 of this article.

(b) Prior to termination, the registrant shall be notified by the public services director, or his or her designee, with a written notice setting forth all matters pertinent to the proposed termination action, including which of divisions (1) through (3) above

is applicable as the reason therefore, and describing the proposed action of the city with respect thereto. The registrant shall have 30 days after receipt of such notice within which to address or eliminate the reason or within which to present a plan, satisfactory to the public services director, or his or her designee, to accomplish the same. If the plan is rejected, the public services director, or his or her designee, shall provide written notice of such rejection to the registrant and shall make a recommendation to the city manager regarding a final decision as to termination of registration. A decision by a city to terminate a registration may only be accomplished by an action of the city manager. A registrant shall be notified by written notice of any decision by the city manager to terminate its registration. Such written notice shall be sent within seven days after the decision.

(c) In the event of termination, the former registrant shall:

(1) Notify the city of the assumption or anticipated assumption by another registrant of ownership of the registrant's communications facilities in public rights of way; or

(2) Provide the city with an acceptable plan for disposition of its communications facilities in public rights-of-way. If a registrant fails to comply with this division, the city may exercise any remedies or rights it has at law or in equity, including but not limiting to taking possession of the facilities, requiring the registrant's bonding company within 90 days of the termination to remove some or all of the facilities from the public rights-of-way and restore the public rights of way to its original condition before the removal, or requiring that some or all of the facilities be removed and the public rights-of-way restored to its original condition before the removal at the registrant's expense.

(d) In any event, a terminated registrant shall take such steps as are necessary to render every portion of the communications facilities remaining in the public rights of way of the city safe.

(e) In the event of termination of a registration, this provision does not permit the city to cause the removal of any communications facilities that are used to provide another service for which the registrant holds a valid certification or local business tax receipt with the governing federal or state agency, where required, and is properly registered with the city for such certificated or licensed service, where required.

Sec. 19-109. – Existing communications facilities in public rights of way.

A communications services provider with an existing communications facility in the public rights of way of the city has 60 days from the effective date of this article to comply with the terms of this article, including, but not limited to, registration, or be in violation thereof.

Sec. 19-110. – Insurance.

(a) A registrant shall not commence construction, operation or maintenance of the facility without obtaining all insurance required under this section and approval of such insurance by risk management of the city, nor shall a registrant allow any contractor or subcontractor to commence work on its contract or subcontract until all similar such insurance required of the same has been obtained and approved. The required insurance must be obtained and maintained for the entire period the registrant has facilities in the public rights-of-way, and for a period thereafter as specified in the minimum coverages described below. If the registrant, its contractors or subcontractors do not have the required insurance, the city may order such entities to stop operations until the insurance is obtained and approved.

(b) Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the risk manager. For entities that are entering the market, the certificates shall be filed prior to the commencement of construction and once a year thereafter, and as provided below in the event of a lapse in coverage. For entities that have facilities in the public rights-of-way as of the effective date of this article, the certificate shall be filed within 60 calendar days of the adoption of this article, annually thereafter, and as provided below in the event of a lapse in coverage.

(c) These certificates of insurance shall contain a provision that coverages afforded under these policies will not be canceled until at least 45 calendar days prior written notice has been given to the city. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial ratings must be no less than "A-VP' in the latest edition of *Best's Key Rating Guide,* published by A.M. Best Guide. A registrant may self-insure. Self insured status must be confirmed with certification of same by presentation of financial statements which are not more than one year old and signed by the registrant's chief financial officer or designee. Information contained therein is subject to review and approval by city's risk management division.

(d) In the event that the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of this contract, then in that event, the registrant shall furnish, at least 30 calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance of equal and like coverage.

(e) A registrant and its contractors or subcontractors engaged in work on the operator's behalf in, on, under or over public rights-of-way, shall maintain the following minimum insurance:

(1) *Comprehensive general liability insurance.* To cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

Bodily injury

Each occurrence $1,000,000

Annual aggregate $3,000,000
Property damage
Each occurrence $1,000,000
Annual aggregate $3,000,000
Personal injury
Annual aggregate $3,000,000

Completed operations and products liability shall be maintained for two years after the abandonment of the facility by the registrant (in the case of the registrant) or completion of the work for the registrant (in the case of a contractor or subcontractor).

Property damage liability insurance shall include coverage for the following hazards: X-explosion, C-Collapse, U-underground.

(2) *Workers' compensation insurance.* Shall be maintained to comply with statutory limits for all employees, and in the case any work is sublet, each registrant shall require the subcontractors similarly to provide workers' compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by each registrant. Each registrant and its contractors and subcontractors shall maintain employers' liability insurance. The following limits must be maintained:

Workers' compensation - statutory
Employers' liability - $500,000 per occurrence

(3) *Comprehensive auto liability.*
Bodily injury
Each occurrence $1,000,000
Annual aggregate $3,000,000
Property damage
Each occurrence $1,000,000
Annual aggregate $3,000,000

Coverage shall include owned, hired and non-owned vehicles.

(f) Each communications service provider shall hold the city, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of its construction, operation or repair of its communications facility and name the city as an additional insured.

(g) This section shall not be construed to affect in any way the city's rights, privileges and immunities as set forth in F. S. § 768.28. Insurance under this section shall run continuously with the presence of the registrant's facilities in the public rights of way and any termination or lapse of such insurance shall be a violation of this section and subject to the remedies as set forth herein. Notwithstanding the foregoing, the city may, in its sole discretion, require increased or decreased levels of insurance for any other object placed in the city's public rights of way by way of individual local business tax receipt agreements.

Sec. 19-111. – Indemnification.

(a) A registrant shall, at its sole cost and expense, indemnify, hold harmless, and defend the city, its officials, boards, members, agents, and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the city arising out of the placement or maintenance of its communications system or facilities in public rights-of-way, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this article, provided, however, that a registrant's obligation hereunder shall not extend to any claims caused by the gross negligence or wanton or willful acts of the city. This provision includes, but is not limited to, the city's reasonable attorneys' fees incurred in defending against any such claim, suit or proceedings. The city agrees to notify the registrant, in writing, within a reasonable time of city receiving notice, of any issue it determines may require indemnification. Nothing in this section shall prohibit the city from participating in the defense of any litigation by its own counsel and at its own cost if in the city's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict. Nothing contained in this section shall be construed or interpreted:

(1) As denying to either party any remedy or defense available to such party under the laws of the State of Florida;

(2) As consent by the city to be sued; or

(3) As a waiver of sovereign immunity beyond the waiver provided in F. S. § 768.28, as may be amended.

(b) The indemnification requirements shall survive and be in effect after the termination or cancellation of a registration.

Sec. 19-112. – Construction bond.

(a) Prior to issuing a permit where the work under the permit will require restoration of public rights-of-way, the city may require a construction bond to secure the restoration of the public rights-of-way. Notwithstanding the foregoing, a construction bond hereunder shall only be required to the extent that the cost of the restoration exceeds the amount recoverable against the security fund as provided in Sec. 19-113.

(b) In the event a registrant subject to such a construction bond fails to complete the work in a safe, timely and competent manner in accordance with the provisions of the permit, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, or the cost of completing the work, plus a reasonable allowance for attorneys' fees, up to the full amount of the bond.

(c) No less than 12 months after completion of the construction and satisfaction of all obligations in accordance with the bond, the registrant may request the public services director or his or her designee, to remove the requirement to continue the

construction bond. Notwithstanding, the city may require a new bond for any subsequent work performed in the public rights-of-way.

(d) The construction bond shall be issued by a surety having a minimum rating of A-1 in *Best" Key Rating Guide, Property/Casualty Edition;* shall be subject to the approval of the city attorney; and shall provide that:

"This bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the city, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

(e) The rights reserved by the city with respect to any construction bond established pursuant to this section are in addition to all other rights and remedies the city may have under this section, or at law or equity, and no action, proceeding or exercise of a right with respect to the construction bond will affect any other right the city may have.

Sec. 19-113. – Security fund.

At or prior to the time a registrant receives its first permit to place or maintain a communications facility or personal wireless service facility in public rights-of-way after the effective date of this article, the registrant may be required to file with the city, for city approval, an annual bond, cash deposit or irrevocable letter of credit in the sum of $25,000 having as a surety a company qualified to do business in the State of Florida, and acceptable to the public services director or designee, which shall be referred to as the "security fund." The security fund shall be conditioned on the full and faithful performance by the registrant of all requirements, duties and obligations imposed upon registrant by the provisions of this article. The bond or guarantee shall be furnished annually or as frequently as necessary to provide a continuing guarantee of the registrant's full and faithful performance at all times. In the event a registrant fails to perform its duties and obligations imposed upon the registrant by the provisions of this article, subject to this section, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, plus a reasonable allowance for attorneys' fees, up to the full amount of the security fund. The city may in its reasonable discretion accept a corporate guarantee of the registrant or its parent company, if the registrant is a publicly traded company and maintains an insurance rating of no less than "A".

Sec. 19-114. – Enforcement remedies.

(a) A registrant's failure to comply with provisions of this article shall constitute a violation of this article and shall subject the registrant to the code enforcement provisions and procedures as provided in F.S. Chapter 162 and F.S. § 166.0415 and the code of ordinances, as they may be amended. In addition, violation of

this article may be punishable by a fine not to exceed $500 or by imprisonment not to exceed 60 days or by both as provided.

(b) In addition to any other remedies available at law, including but not limited to F.S. § 166.0415, and F.S. Chapter 162, or equity or as provided in this article, the city may apply any one or combination of the following remedies in the event a registrant violates this article, or applicable local law or order related to the public rights-of-way:

(1) Failure to comply with the provisions of this article or other law applicable to occupants of the public rights-of-way, may result in imposition of penalties to be paid by the registrant to the city in an amount of not less than $100 per day or part thereof that the violation continues.

(2) In addition to or instead of any other remedy, the city may seek legal or equitable relief from any court of competent jurisdiction.

(c) Before imposing a fine pursuant to division (b)(1) of this section, the city shall give written notice of the violation and its intention to assess such penalties, which notice shall contain a description of the alleged violation. Following receipt of such notice, the registrant shall have 30 days to either:

(1) Cure the violation to the city's satisfaction and the city shall make good faith reasonable efforts to assist in resolving the violation; or

(2) File an appeal with the city to contest the alleged violation; Sec. 19-106 of this article shall govern such appeal. If no appeal is filed and if the violation is not cured within the 30 day period, the city may collect all fines owed, beginning with the first day of the violation, through any means allowed by law.

(d) In determining which remedy or remedies are appropriate, the city shall take into consideration the nature of the violation, the person or persons bearing the impact of the violation, the nature of the remedy required in order to prevent further violations, and such other matters as the city determines are appropriate to the public interest.

(e) Failure of the city to enforce any requirements of this article shall not constitute a waiver of the city's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

(f) In any proceeding before the city where there exists an issue with respect to a registrant's performance of its obligations pursuant to this article, the registrant shall be given the opportunity to provide such information as it may have concerning its compliance with the terms and conditions of this article. The city may find a registrant that does not demonstrate compliance with the terms and conditions of this article in default and apply any one or combination of the remedies otherwise authorized by this article.

(g) The public services director or designee shall be responsible for administration and enforcement of this article, and is authorized to give any notice required by law.

Sec. 19-115. – Abandonment of a communications or personal wireless service facility.

(a) Upon abandonment of a communications facility or personal wireless service facility owned by a registrant in public rights-of-way, the registrant shall notify the city within 90 days.

(b) The city may direct the registrant to remove all or any portion of such abandoned facility at the registrant's sole expense if the city determines that the abandoned facility's presence interferes with the public health, safety or welfare, which shall include, but is not limited to:

(1) Compromises safety at any time for any public rights-of-way user or during construction or maintenance in public rights-of-way;

(2) Prevents another person from locating facilities in the area of public rights-of-way where the abandoned facility is located when other alternative locations are not reasonably available; or

(3) Creates a maintenance condition that is disruptive to the public rights-of-ways use. In the event of division (2), the city may require the third person to coordinate with the registrant that owns the existing facility for joint removal and placement, where agreed to by the registrant.

(c) In the event that the city does not direct the removal of the abandoned facility, the registrant, by its notice of abandonment to the city, shall be deemed to consent to the alteration or removal of all or any portion of the facility by the city, another utility or person at such third party's cost.

(d) If the registrant fails to remove all or any portion of an abandoned facility as directed by the city within a reasonable time period as may be required by the city under the circumstances, the city may perform such removal and charge the cost of the removal against the registrant.

Sec. 19-116. – Force majeure.

In the event a registrant's performance of or compliance with any of the provisions of this article is prevented by a cause or event not within the registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result, provided, however, that such registrant uses all practicable means to expeditiously cure or correct any such inability to perform or comply. For purposes of this article, causes or events not within a registrant's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental

agency or court. Causes or events within registrant's control, and thus not falling within this section, shall include, without limitation, registrant's financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of registrant's directors, officers, employees, contractors or agents.

Sec. 19-117. – Reports and records.

(a) Each registrant shall, upon 30 calendar days written notice, if reasonably possible, but in no event less than 5 business days written notice, provide the city access to all books and records related to the construction, maintenance, or repair of the facility to the extent the city review of the books and records is necessary to manage its rights-of-way.

(b) Any and all non-proprietary or non-confidential books and records may be copied by the city. To the maximum extent permitted by F.S. § 202.195, as amended, such books and records shall be kept confidential and exempt from the provisions of F.S. § 119.07(1). A registrant is responsible for obtaining or maintaining the necessary possession or control of all books and records related to the construction, maintenance or repair of the facility, so that it can produce the documents upon request. Books and records must be maintained for a period of five years, except that any record that is a public record must be maintained for the period required by state law.

(c) For purposes of this section, the terms "books and records" shall be read expansively to include information in whatever format stored. Books and records requested shall be produced to the city at city hall, except by agreement.

(d) If any books and records are too voluminous, or for security reasons cannot be copied and moved, then a registrant may request that the inspection take place at some other location mutually agreed to by the city and the registrant, provided that the registrant must make necessary arrangements for copying documents selected by the city after its review; and the registrant must pay all travel and additional copying expenses incurred by the city in inspecting those documents or having those documents inspected by its designee.

(e) Without limiting the foregoing, a registrant shall provide the city the following within 10 calendar days of their receipt or (in the case of documents created by the registrant or its affiliate) filing:

(1) Notices of deficiency or forfeiture related to the operation of the facility; and

(2) Copies of any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy by the operator or by any partnership or corporation that owns or controls the operator directly or indirectly.

(f) In addition, the city may, at its option, and upon reasonable notice to the registrant, inspect the facilities in the public rights-of-way to ensure the safety of its residents.

Sec. 19-118. – Waivers.

Waivers to the requirements of this article may be granted by the public services director as provided in this subsection. Nothing in this article shall be construed to prohibit or have the effect of prohibiting the nondiscriminatory and competitively neutral use of rights of way within the city limits by communications services providers, in violation of state or federal law. The waiver provisions listed in this subsection apply only where a registrant's application for the placement or relocation of a communications facility in a right of way does not meet the criteria for approval as required by this article. A request for a waiver shall include all information described in this subsection and any other reasonable information the public services director may require. The public services director may deny the request for a waiver if it does not comply with the requirements of this subsection. The following provisions shall govern the issuance of a waiver from the requirements of this article:

(a) The public services director shall consider the following factors in determining whether to grant a waiver:

(1) A detailed explanation, with supporting data, as to why a waiver from the requirements of this article is required in order to allow the registrant/applicant to have nondiscriminatory and competitively neutral use of the rights of way. This may include, as appropriate, evidence that a waiver is required to avoid an undue burden/hardship on the applicant and that a waiver is necessary in order to close a significant gap in the applicant's service to the affected area, evidence that the application of the requirements of this article is contrary to the public health, safety or welfare; or evidence that the application of the requirements of this article creates a result that is inconsistent with the intent of this article. The foregoing examples are not intended to be exhaustive of the items that an applicant may present to the village when requesting a waiver under this subsection.

(2) Availability of co-location opportunities, which are a preferred solution in the granting of a waiver;

(3) Size and height of the proposed communication facilities;

(4) Location and separation distances of the proposed communication facilities;

(5) Location of the nearest residential units or residentially zoned properties;

(6) Adjacent and nearby topography, tree coverage and foliage;

(7) Design of the proposed communications facilities with particular reference to elimination of visual impacts of such facilities through stealth design or adequate screening, which are a preferred solution in the granting of a waiver;

(8) Any other factors the public services director determines to be relevant.

(b) In granting any waiver, the public services director may impose conditions to the extent the public services director concludes such conditions are necessary to minimize any adverse effects of the proposed communications facility on adjoining properties or to protect the health, safety and welfare of the city and the residents.

Sec. 19-119. – Reservation of rights and remedies.

(a) The city reserves the right to amend this article as it shall find necessary in the lawful exercise of its police powers.

(b) This article shall be applicable to all communications facilities placed in the public rights-of-way on or after the effective date of this article and shall apply to all existing communications facilities in the public rights-of-way prior to the effective date of this article, to the full extent permitted by state and federal law.

(c) The adoption of this article is not intended to waive any rights or defenses the city may have under existing franchise, local business tax receipt or other agreements with a communications services provider.

Nothing in this article shall affect the remedies the city has available under applicable law.

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

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

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

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

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Ordinance duly passed on first reading on the 1st day of September, 2015.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Ordinance duly passed and enacted on the 15th day of September, 2015.

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 1, 2015, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2015-10 - First Reading - amend the City's Health and Sanitation Code and schedule the public hearing date for September 15, 2015

SUMMARY:
The Ordinance provides for the removal of outdated regulations and adopts new amendments.

BACKGROUND AND JUSTIFICATION:
Staff has worked with legal counsel to thoroughly review and amend Chapter 12, Health and Sanitation, and has determined that is in the best interest of the public health, safety and general welfare of the City, its residents and visitors to adopt these amendments.

The amendments include the removal of outdated sections of the chapter inclusive of invalid franchise agreements, invalid franchising procedures and processes, and penalties. The amendments proposed in the ordinance clarify the franchise procedure and regulations for construction and demolition debris roll-off services, dumpster related requirements, collection of vegetative, residential and commercial waste, and enforcement and penalty regulations.

MOTION: I motion to approve / disapprove Ordinance No.2015-10 and schedule the second reading and public hearing for September 15, 2015.

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

ORDINANCE NO. 2015-10 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 12 “HEALTH AND SANITATION”, ARTICLE II, “SOLID WASTE COLLECTION AND DISPOSAL”, TO REMOVE OUTDATED LANGUAGE AND TO MODIFY THE REQUIREMENTS FOR THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS AND THE USE OF DUMPSTERS AND ROLL-OFF CONTAINERS; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 12, Article II of the Code of Ordinances contains outdated requirements; and

WHEREAS, there is a need to modify the requirements regarding the collection of construction and demolition debris and the use of dumpsters and roll-off containers; and

WHEREAS, the City Commission has reviewed the recommended amendments and has determined that it is in the best interest of the public health, safety and general welfare of the City, its residents and visitors to adopt these amendments.

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

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

Section 2. The City Commission amends Chapter 12, “Health and Sanitation”, Article II, “Solid Waste Collection and Disposal”, as follows:

DIVISION 1. – GENERALLY

Sec. 12-11. – Definitions.

….

C&D debris service provider: A licensed company authorized by the city through a franchise agreement to remove construction and demolition debris.

….

Director or public ~~works~~ services director: The person who is the department head of the department of public works, or his authorized agent or representative.

….

Permanent roll off collection services: Are services where a roll off container is used continuously in place of a regular dumpster. This may only occur with the permission of the public services director and the roll off container must be provided by a roll off container franchisee of the city or by the City of Lake Worth.

….

Roll off container: A refuse container, ten (10) cubic yards or greater in size, that is mechanically emptied by rolling the entire container on and off a hoist on truck or trailer made for that purpose.

….

~~Sec. 12-11.1. - Franchise agreement with Southern Waste Systems, LLC, for roll-off container services; violations and penalties for violations regarding roll-off container services.~~

~~(a) An exclusive franchise agreement has been entered into whereby the city has licensed and permitted Southern Waste Systems, LLC to collect and dispose of solid waste materials within the city collected via roll-off containers, also known and referred to as drop-off-box containers. This franchise agreement sets forth the charges to be made for such solid waste collection; the amounts to be paid to the city for such services; and the term of the agreement. Copies of the franchise agreement are available for review and inspection with the city clerk.~~

~~(b) It is a violation of this section for the property owner, the utility account holder, and person or entity in possession of the property to use roll-off container services from any entity other than Southern Waste Systems, LLC. The property owner, utility account holder, and person or entity in possession of the property shall be jointly and severally liable for the violations. Such violations shall be civil infractions and shall be fined the amounts as follows:~~

~~(1) For a first violation the violator shall receive a fine of two hundred fifty dollars ($250.00);~~
~~(2) For a second violation, the fine shall be three hundred fifty dollars ($350.00);~~
~~(3) For a third or subsequent violation, the fine shall be five hundred dollars ($500.00).~~

~~(c) Each day in violation shall constitute a separate offense.~~

~~(d) The public services waste division employees shall accept designated fines and issue receipts therefore. They shall further provide a uniform citation form for notifying alleged violators to appear and answer to charges of violations.~~

~~(e) Payment shall be made, either by mail or in person, to the public services waste division within the time specified on the citation. If a person follows this procedure, s/he shall be deemed to have admitted the infraction and to have waived his/her right to a hearing on the issue of commission of the infraction.~~

~~(f) Any person who fails to make payment within the specified period shall be deemed to have waived his/her right to pay the civil penalty as set forth in the citation.~~

~~(h) Any person who elects to appear before a hearing officer or special magistrate to contest the citation shall be deemed to have waived his/her right to pay the civil penalty. The hearing officer or special magistrate, after a hearing, shall make a determination as to whether a violation has occurred and may impose a civil penalty not to exceed five hundred dollars ($500.00) plus court costs.~~

~~(i) If a person fails to pay the civil penalty, or fails to appear before the hearing officer or special magistrate to contest the citation, s/he shall be deemed to have waived his/her right to contest the citation; and in such case, the hearing officer or special magistrate shall enter a fine at the time of the scheduled hearing, and the city may pursue a judgment against the violator for the maximum civil penalty.~~

~~(j) Any person cited for an infraction under this article shall sign and accept the citation indicating a promise to pay the fine or appear at a hearing before the hearing officer or special magistrate.~~

~~(k) The provisions of this section are an additional and supplemental means of enforcing this article. Nothing contained herein shall prohibit enforcement by any other means, including, but not limited to, emergency injunctive action to enforce the provisions of this section.~~

Sec. 12-11.1. - Collection of construction and demolition debris and use of roll off containers.

(a) It shall be unlawful for any construction or demolition contractor to fail to provide onsite suitable receptacles, bulk containers or detachable containers for loose debris, paper, building material waste, scrap building material and other trash produced by those working on the site. All material shall be containerized by the end of each day, and the site shall be kept in a reasonably clean and litter-free condition. The number of receptacles, bulk containers or detachable containers shall be determined by the public services director or his/her designee. Construction sites shall be kept reasonably clean and orderly at all times. When roll-off containers are used it shall be in accordance with subsection (b) of this section.

(b) Engaging in business of construction and demolition (C&D) debris collection and disposal; issuance of a franchise agreement to a C&D debris service provider.

(1) Franchise required. No person, firm or corporation shall place and/or service roll-off containers for the collection and transport of C&D debris in the city without first being awarded a franchise from the city to carry on such a business. The franchise required by this section shall be in addition to any business tax and other license(s) which otherwise may be required by law.

(2) Times of service. It shall be unlawful for any C&D debris service provider to provide roll off container service to any property located within the corporate limits of the city except between the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday, and 7:00 a.m. to 6:00 p.m. on Saturday.

(3) Franchise restrictions. No franchise granted pursuant to this section shall be deemed the property of the holder thereof.

(4) Placement and maintenance of containers. Roll-off containers may only be placed, or allowed to remain, on a property for which a building permit has been issued, has not expired, and otherwise remains in full force and effect. Roll off containers shall not be placed in the public right-of-way, except for permanent roll-off containers. Equipment and other franchisee property shall be maintained, and all operations shall be conducted, in compliance with this section. The city, in its discretion, may require a change in the location of, or replacement of, a container if it becomes an unsightly nuisance, causes a code violation to occur, poses a threat to the surrounding environment, threatens the health and/or safety of the city's population, or becomes unsanitary and/or inoperable.

(5) Violation.

A. Persons with an Interest in property. It shall be a violation for any person to permit collection of C&D debris by any non-franchised C&D debris service providers from any parcel of land owned or leased by, or in the control of, such person.

B. General contractors. It shall be a violation for any general contractor to permit collection of C&D debris by any nonfranchised C&D debris service providers from any parcel of land which the general contractor holds a building permit.

Sec. 12-12. - Collection and disposal by ~~private collectors and outside collectors~~the City of Lake Worth or its franchisee.

(a) *Requirements during construction*. Prior to the issuance of a building permit by the city building department for the renovation or modification of a structure or the construction of a new structure, provisions must be made by the property owner or the owner's agent for the on-site storage and handling of refuse. Such arrangement shall provide access to containers by mechanized equipment at all times. Acting jointly with the department of public services, the city building department and the builder-owner-occupant, as applicable, shall mutually arrive at a satisfactory arrangement to meet these requirements.

(b) *Responsibility for removal of construction wastes*. Builders, building contractors and construction tradesmen shall be responsible for removing from the site all construction and demolition debris as defined in section 12-11 emanating from their work and shall use vehicles designed or outfitted so as to prevent the wastes carried therein from being blown, dropped or spilled from said vehicle. Any site where greater than 4 cubic yards of construction or demolition waste will be produced will be required to use a roll off container as provided by Section 12-11.1.

(c) *Responsibility for removal of waste by producer*. It shall be unlawful for any person upon vacating or moving from any dwelling, storeroom or any other building situated within the corporate limits, to fail to remove all garbage, rubbish, white goods, and construction and demolition debris from such building and premise and grounds appurtenant thereto or to fail to place said waste in an approved sanitary container for disposal in accordance herewith. Failure of a lessee or occupant to comply with this requirement shall obligate the property owner or his designee to fulfill the responsibility of compliance with this article.

(d) *Transportation over city streets*. Collectors of commercial refuse and collectors of refuse collected from outside the city desiring to haul over the streets of the city may do so provided they use vehicles designed or outfitted so as to prevent the refuse carried therein from being blown, dropped or spilled from said vehicle. Garbage shall be transported in watertight containers or in a vehicle provided with a tight-fitting cover and so constructed as to prevent offensive odors from escaping therefrom. Spillage shall be removed immediately from the public right of way. Cleanup fees may be assessed if the city or a contractor employed by the city removes the spillage from the public right of way.

(e) *Franchise required*. It shall be unlawful for any person, firm or corporation to engage in the business of collecting and transporting garbage, refuse or waste through or over the streets or alleys of the city without having first secured a franchise therefor.
~~Each such franchise shall be nonexclusive, shall be granted by resolution of the city commission and shall be in full force and effect for a period of one (1) year.~~

~~(f) Franchise application. An application for such franchise shall be accompanied by an application fee of fifty dollars ($50.00) and shall give the public works director the following information:~~

~~(1) Name, address and phone number of applicant, if an individual, or name of principals, their addresses and phone numbers, if a partnership or corporation;~~

~~(2) Names, addresses and phone numbers of all persons who perform the collection service;~~

~~(3) Name and address of applicant's customer(s) within the city;~~

~~(4) Size and type of container which applicant will be servicing;~~

~~(5) Description of all equipment to be used in the collection process;~~

~~(6) Frequency of collection;~~

~~(7) The exact location of the method of disposal of garbage or trash; and~~

~~(8) Proof of insurance as required herein.~~

~~(g) Insurance. The franchisee shall maintain insurance from a recognized company licensed in the State of Florida, in the following minimum amounts: three hundred thousand dollars ($300,000.00) combined single limit, per occurrence (or for bodily injury one hundred thousand dollars ($100,000.00) per person/three hundred thousand dollars ($300,000.00) per occurrence, and for property damage one hundred thousand dollars ($100,000.00) per occurrence) to include premises/operations, products/completed operations and personal and advertising injury, plus fifty thousand dollars ($50,000.00) fire damage and one thousand dollars ($1,000.00) medical payments. All limits subject to a policy aggregate of three (3) times the occurrence limit, or nine hundred thousand dollars ($900,000.00). Certificate naming City of Lake Worth as additional insured shall be filed prior to the commencement of business operation with the city clerk, with a copy to the City of Lake Worth Risk Manager.~~

~~(h) Franchise fee. In consideration of the grant of a franchise, each franchisee shall pay the city a franchise fee equal to seven (7) percent of its gross collection receipts for services in the city. This franchise fee shall be paid each quarter, not more than thirty (30) days after the end of the quarter. For purposes of this subsection, "gross collection receipts" shall mean gross receipts less disposal fees.~~

~~(i) Reporting. Each franchisee shall submit a report to the public works director each quarter, not more than thirty (30) days after the end of the quarter. The report shall contain total collection receipts, route listings, customer names and addresses, and level of service provided. In addition, if service to a customer is terminated for any reason, the franchisee shall notify the public works director within twenty-four (24) hours.~~

~~(j) Termination of franchise. The city shall have the right to terminate any franchise if the franchisee fails to correct a violation of this section within fifteen (15) days of being notified in writing of such violation.~~

~~(k) Restoration of property. Each franchisee shall repair all property, public or private altered or damaged by it, its agents or employees in the performance of its duties in as good or better condition as it was before being altered or damaged.~~

~~(l) Compliance with laws. Franchisees shall conduct operations in compliance with all applicable laws, ordinances, and regulations.~~

~~(m) Right to require performance. The failure of the city to require performance by a franchisee of any provision of this section shall not affect the right of the city thereafter to enforce same; nor shall waiver by the city of any violation of any provision of this section be taken or held to be a waiver of any succeeding violation of such provision or as a waiver of any provision itself.~~

(~~n~~ f) Tree trimmers, etc. Privately employed tree trimmers, tree surgeons, landscape contractors and operators of tree and shrubbery maintenance services shall remove all trash and debris over four (4) cubic yards from the premises upon which they are working, including but not limited to limbs, tree trunks, roots, shrubbery clippings and other debris emanating from their work. All grass clippings and leaves shall be placed in approved bags.

(~~o~~ g) Exclusive collection of commercial refuse within the city. The city shall ~~have the right to terminate all franchises within the city upon providing notice to the affected franchisees, and thereafter~~ be the sole collector of solid waste within the city. ~~The termination of the franchises may be done by geographic areas or may be done at one time for the entire city, at the discretion of the city public services director. Upon the termination of the franchises~~ ~~t~~The following provisions shall apply within the designated area or within the entire city:

(1) It is a violation of this section for the property owner, the utility account holder, and person or entity in possession of the property to use commercial refuse collection services from any entity other than the city. The property owner, utility account holder, and person or entity in possession of the property shall be jointly and severally liable for the violations. Such violations shall be civil infractions and shall be fined the amounts as follows:

1. For a first violation the violator shall receive a fine of two hundred fifty dollars ($250.00);
2. For a second violation, the fine shall be three hundred fifty dollars ($350.00);
3. For a third or subsequent violation, the fine shall be five hundred dollars ($500.00).

(2) Each day in violation shall constitute a separate offense.

(3) The public services waste division employees shall accept designated fines and issue receipts therefore. They shall further provide a uniform citation form for notifying alleged violators to appear and answer to charges of violations.

(4) Payment shall be made, either by mail or in person, to the public services waste division within the time specified on the citation. If a person follows this procedure, s/he shall be deemed to have admitted the infraction and to have waived his/her right to a hearing on the issue of commission of the infraction.

(5) Any person who fails to make payment within the specified period shall be deemed to have waived his/her right to pay the civil penalty as set forth in the citation.

(6) Any person who elects to appear before a hearing officer or special magistrate to contest the citation shall be deemed to have waived his/her right to pay the civil penalty. The hearing officer or special magistrate, after a hearing, shall make a determination as to whether a violation has occurred and may impose a civil penalty not to exceed five hundred dollars ($500.00) plus court costs.

(7) If a person fails to pay the civil penalty, or fails to appear before the hearing officer or special magistrate to contest the citation, s/he shall be deemed to have waived his/her right to contest the citation; and in such case, the hearing officer or special magistrate shall enter a fine at the time of the scheduled hearing, and the city may pursue a judgment against the violator for the maximum civil penalty.

(8) Any person cited for an infraction under this article shall sign and accept the citation indicating a promise to pay the fine or appear at a hearing before the hearing officer or special magistrate.

(9) The provisions of this section are an additional and supplemental means of enforcing this article. Nothing contained herein shall prohibit enforcement by any other means, including, but not limited to, emergency injunctive action to enforce the provisions of this section.

…

Sec. 12-16. - Dumpster requirements.

(a) *Generally*.The location of all dumpsters shall be approved by the ~~director of public works~~ public services director or his designee and the building official

or his designee. All dumpsters shall meet the requirements set forth below and all rules, regulations and policies adopted by the city.

(1) Dumpsters shall be screened by a masonry wall with plastered and painted surfaces, wood fence or chain link fence fitted with slat material approved by the building, planning and zoning department and where possible surrounded on three (3) sides by shrubbery. Such walls and fences shall extend to a height of at least six (6) inches above the top of the dumpster and gated vehicular access opening. The gate construction shall be sturdy metal frame with wood or approved slat material. The gate posts shall be a minimum four-inch diameter galvanized steel pipe filled with concrete. The gates shall be provided with wheels for easy mobility. Gate stops shall be provided to secure the gates in an open position, and a mechanism to secure the gates in a closed position.

(2) Newly constructed dumpster enclosures shall be set on a reinforced concrete slab, ~~four (4)~~ six (6) inches thick. Existing pads shall be subject to approval by the building official.

(3) Be a minimum of ~~eight (8)~~ ten (10) feet deep by ~~ten (10)~~ twelve (12) feet wide.

(4) Be provided with a concrete service apron or curb cut if applicable six (6) inches thick.

(5) Be provided with side and rear guides to ensure the dumpster does not damage the enclosure.

(6) The concrete slab should have a ~~one-inch~~ two percent slope. It shall be shaped as to drain in accordance with the drainage on site.

(b) *Maintenance.*

(1) All dumpsters and enclosures shall be kept in good and structurally sound condition as to be aesthetically pleasing to surrounding properties.

(2) All dumpsters shall be kept in a sanitary, odor-free condition as not to cause a public health problem or nuisance.

(c) *Permit.*

(1) No person shall construct or enclose a dumpster without first obtaining a permit therefor.

(2) Application for a permit under this section shall be made to the building official and shall be accompanied by the payment amount specified in the City's Schedule of Fees ~~of a fee of thirty dollars ($30.00)~~ and plans and specifications sufficiently detailed and drawn to scale. The plans shall include

its exact location on the property, the access to it, enclosure construction materials, and enclosure detail and elevation, including landscape materials.

(3) The plans, specifications and other data submitted under this section shall be in triplicate.

(d) *Setbacks*. Dumpsters and enclosures may be exempt from all setback requirements, provided they shall not be placed within the visibility triangle or in other locations that could interfere with on-site/off-site traffic circulation.
All dumpsters are required to meet the requirements of this section upon the effective date of this article.

Exception: Properties which have previously been issued a permit for a dumpster enclosure and are kept in good, structurally sound condition and are aesthetically pleasing to surrounding properties as deemed by the public services director ~~building official~~. If no permit was attained when the enclosure was built, it shall be brought up to the standards referenced in this section and in the city's dumpster enclosure standards at the cost of the property owner.

Sec. 12-17. - Powers and duties of ~~director of~~ the public services director ~~works~~.

(a) All garbage and trash which the city is obligated to collect and dispose of shall be collected and disposed of under the supervision of the public ~~works~~ services director.

….

Sec. 12-20. - Assessment of charges not paid against property served; interest.

The public ~~works~~ services director, or his designated agent, shall maintain records pertaining to the payment of waste removal charges by property owners and occupants. Notice of the nonpayment of charges shall be mailed with a certificate of mailing by the public ~~works~~ services director to the record owner of the property according to the tax rolls of the Palm Beach County Property Appraiser's office to the address shown by such records. Such notice shall state the time and place of the meeting of the city commission at which a special assessment may be levied against the property for any and all unpaid waste removal charges due prior to the date of such meeting.

….

DIVISION 2. –RESIDENTIAL

Sec. 12-22. - Exclusive collection by city.

The city exclusively shall provide for the collection and disposal of all residential refuse and bulky wastes. The responsibility for disposal of hazardous waste, construction and demolition debris, and biological and biomedical wastes shall be vested with the generator of such waste. Construction and demolition debris will be picked up ~~by the city~~ in accordance with the provisions of section 12-34.

…

Sec. 12-24. - Collection scheduling and placement.

(a) *Residential refuse*. The city will collect residential refuse under the following conditions (utilizing 95-gallon, fully automated system):

(1) Household refuse will be collected two (2) times per week at curbside from residential units. Containers must be within five (5) feet from curbside. Containers must be placed adjacent to the property generating such refuse. Maximum total weight per full container shall not exceed ~~one hundred (100)~~ fifty (50) pounds. All containers shall be located a minimum of five (5) feet from any obstruction that may interfere with routine collection.

If a resident either due to age or infirmity is unable to place the 95-gallon container, a solid waste staff member will move the container for pickup and return to its proper location once a doctor's certificate is presented.

….

Sec. 12-26. - Preparation of yard and garden wastes and white goods.

(a) Bulky yard and garden wastes shall be collected according to a schedule established by the ~~city manager~~ public services director or his or her designee.

….

DIVISION 3. – COMMERCIAL

Sec. 12-29. - Means of collection.

The city exclusively shall provide for the collection and disposal of commercial refuse within the city~~, except where dumpsters of greater than two (2) cubic yards are used and the dumpster capacity multiplied by the number of weekly collections necessary equals eight (8) cubic yards or more. In such instances the owner, agent, lessee and/or tenant may enter into a contract with any person authorized to do business in the city for the collection and disposal of commercial refuse. If commercial refuse is not stored and placed for collection as required by this article, the city shall have the right of not collecting said refuse~~.

Sec. 12-30. - Refuse containers, contents and collection schedule.

….

(b) *Collection schedule and placement.*

(1) Commercial refuse shall be collected according to a schedule established by the ~~city manager~~ public services director or his designee; however, putrescible refuse shall be collected at least twice each week.

(2) Commercial refuse shall be placed in such location that the refuse container can be easily serviced by the manpower and equipment making the collection. Commercial refuse containers shall be located on private property unless otherwise provided by the ~~director of public works~~ public services director.

….

DIVISION 4. – VIOLATION PICKUP PROCEDURE, SPECIAL PICKUP PROCEDURES, AND ENFORCEMENT PROVISIONS

Sec. 12-33. - Violation pickup procedure.

….

(c) *Violation pickup charges*. If a violation of this article occurs, then the property owner, the person in possession of the property, and the utility account holder shall be presumed to have authorized a special pickup of the waste material which is the subject of the violation, and the city may then proceed to collect and remove the waste material. Corrective action shall include, but not be limited to, accepting a personal check at the location of the special pickup on the day the violation is found or the following day. The citizen making payment with a personal check shall make it payable to the City of Lake Worth and shall be given a receipt confirming the transaction. City employees are not permitted to accept cash payments in lieu of personal checks. If corrective action is not taken the city shall charge a violation pickup charge to the property owner, the person in possession of the property, or the utility account holder, as appropriate, either by mailing a statement for such charge or by adding such charge to the utility bill, or both. Such charge shall be based on weight, content, tipping fees, and the difficulty of collection, as determined by the public ~~works~~ services director or his or her designee, and shall include an administrative charge in an amount to be determined by the city commission by resolution. If a violation pickup charge is not paid when due, the city may impose a special assessment lien for the charge against the real property from which the solid waste was generated or upon which it was found, or which adjoins the right-of-way or other place where the solid waste was placed. Any such lien shall include the cost of recording and an administrative charge in an amount to be determined by the city commission by resolution, and the total shall accrue interest as provided in section 12-20 until paid.

(d) *Hazardous and biological waste*. If the waste material which is the subject of the violation contains hazardous waste or biological waste, the city will not remove such material but will arrange for the removal of such material by a person licensed to do so, and the cost for such removal and an administrative charge, in an amount to be determined by the city commission by resolution, shall be charged to the property owner, the person in possession of the property, or utility account holder. If the property owner, the person in possession of the property, or utility account holder removes such material, such removal shall be performed only by a person licensed to do so, and the city shall require proof of such removal by a properly licensed person. All fees associated with removal shall be paid by the property owner, the person in possession of the property, or utility account holder.

….

Sec. 12-34. - Special pickup procedure.

(a) Construction and demolition debris in ~~any amount~~ excess of four (4) cubic yards, and yard and garden wastes in excess of four (4) cubic yards as provided in subsection 12-26(c), will be picked up by ~~the~~ a city roll off container franchise holder or the city, pursuant to the following procedures:

(1) Prior arrangements for removal, including arrangements for payment of the removal, shall be made with the ~~city department of public works~~ franchise holder or the public services director if a city roll-off container is used. ~~The department shall require a signed agreement prior to pickup and removal of the items.~~

(2) Charges for removal will be determined by resolution of the city commission if the container is removed by the city.

(3) The pickup time and location of the items to be removed shall be determined by the ~~city department of public works~~ public services director for city roll-off containers, prior to removal.

(4) Any items exceeding ~~three (3)~~ four (4) cubic yards will require use of a roll-off container.

(5) Any items placed for pickup without complying with the requirements of this section will be treated as a violation in accordance with the provisions of section 12-33

Sec. 12-35. - Enforcement and penalty.

(a) It shall be unlawful for any person to fail, neglect or refuse to comply with and abide by each provision of this chapter. The performance on each

day of any prohibited act or practice or the failure to perform on each day any required act or practice shall constitute a separate offense and shall be punishable as such.

(b) Law enforcement officers shall enforce the provisions of this chapter and the Florida Litter Law pursuant to F.S. section 403.413(6)(i).

(c) Code compliance inspectors and the ~~director of~~ public services director ~~works~~ or their designees shall enforce the provisions of this chapter and the Florida Litter Law pursuant to F.S. section 403.413(7). This section does not provide inspectors with the right to bear arms or make arrests.

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

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

Section 5. Codification. The sections of the ordinance shall be made a part of the City code of ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect ten days after its adoption.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Ordinance duly passed on first reading on the 1st day of September, 2015.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Ordinance duly passed and enacted on the 15th day of September, 2015.

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 1, 2015, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2015-11 - First Reading - amend the Unsafe Building Abatement Code and schedule the public hearing date for September 15, 2015

SUMMARY:

The Ordinance will clarify the hearing procedures for emergency demolitions, notice provisions, City's authority to restrict permit timelines for unsafe buildings, and remove the requirement for mandatory recording of liens.

BACKGROUND AND JUSTIFICATION:
The City Commission adopted an Unsafe Building Abatement Code (the "UBAC") to address unsafe, dangerous, dilapidated and substandard buildings within the City. As the City continues to demolish unsafe structures in the City, staff, in coordination with the City's Attorney's Office, continues to improve upon the process in order to reduce costs, streamline the administrative requirements and continue to ensure due process requirements are met. To these ends, the following amendments to the UBAC are recommended: (1) To provide additional protection for the City when it meets the notice requirements of the UBAC, but is still unable to reach the owner or an interested party of the property; (2) To clarify what the hearing procedures are for emergency demolitions; (3) to reduce the publication requirements from four (4) weeks to two (2) weeks; (4) to clarify the authority of the special magistrate and the required contents of his or her orders; (5) to address conflicts between orders of the special magistrate and the building official and other established permit deadlines; (6) to remove the requirement that special assessment liens (for unpaid demolition costs) must be recorded; and (7) to clarify the City's remedies in the collection of said liens.

MOTION:
I move to approve/not approve Ordinance No. 2015-11 on first reading and schedule the public hearing date for September 15, 2015.

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

ORDINANCE NO. 2015-11 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 9 “BUILDINGS AND STRUCTURAL REGULATIONS”, ARTICLE I “IN GENERAL”, SUBSECTION 9-2.2(G) TO CLARIFY NOTICE AND THE PROCEDURE FOR AN EMERGENCY DEMOLITION HEARING REQUEST; AMENDING SUBSECTION 9-2.2(I) TO REDUCE THE PUBLICATION REQUIREMENTS; AMENDING SUBSECTION 9-2.2(L) TO CLARIFY THE SPECIAL MAGISTRATE’S AUTHORITY TO ISSUE ORDERS AND TO ADDRESS CONFLICTS BETWEEN TIMES SET FOR COMPLIANCE AND PERMIT TIMELINES; AMENDING SUBSECTION 9-2.2(Q) TO REMOVE THE MANDATORY RECORDING REQUIREMENT FOR LIENS AND TO CLARIFY THE CITY’S REMEDIES; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

WHEREAS, the City adopted its “Unsafe Building Abatement Code” to address unsafe, dangerous, dilapidated and substandard buildings within the City; and

WHEREAS, the City Commission wishes to improve upon and clarify the hearing procedures and to address possible conflicts between timelines ordered by the special magistrate or imposed by the building official and the timelines associated with the issuance of a permit; and

WHEREAS, the City Commission wishes to clarify the notice provisions and amend the publication requirements to reduce costs but continue to ensure that adequate due process is given; and

WHEREAS, the City Commission wishes to remove the mandatory recording of liens, as such recording is not required by Florida Statutes and to clarify remedies available to the City to collect such liens; and

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

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

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

Section 2. 9-2.2 “Abatement of unsafe buildings”, subsection (g) is hereby amended to read as follows:

(g) Emergency action.

(1) *Generally*. If the building official or designee finds that a building is likely to fully or partially collapse, posing an immediate hazard to life or to the safety of the general public, the building shall be deemed an emergency and ordered demolished immediately by the building official by affidavit attesting to the unsafe condition and by letter of authorization by the city manager.

(2) Notice. Prior to such demolition, notice shall be given to the owner of record and to any other interested party by hand delivery or, if hand-delivery is not reasonably possible, by posting the property and by mailing the notice by regular mail and certified mail, return receipt requested. Proof of posting and mailing shall be by affidavit of the person posting and mailing the notice, which affidavit shall include a copy of the notice posted and mailed and the date of mailing and the date and places of its posting. Notice so posted may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail. In any event, such notice shall include the affidavit of the building official and shall give the owner of the property and any other interested party five (5) business days to deliver a written request for a hearing to the building official. Notice shall be deemed received upon hand delivery or, if not hand delivered, upon the date the return receipt was signed. If the notice could not be hand delivered and the signed return receipt is not received within ten (10) days of mailing, the notice shall be deemed received ten (10) days after it is first posted. Evidence that an attempt has been made to hand deliver or mail notice as provided above, together with proof of posting as provided above, shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the owner or interested party actually received such notice.

(3) *Procedures*. The procedures set forth in subsection (l) "Implementation" below shall apply to emergency demolitions.

Section 3. 9-2.2 "Abatement of unsafe buildings", subsection (i) is hereby amended to read as follows:

(i) *Service of notice of violation and notice of pending administrative action*. The notice shall be served either personally or by certified mail, postage pre-paid, return receipt requested, to each owner at the address as it appears in the official public records and to all other known interested parties. If addresses are not available on any person required to be served the notice, the notice addressed to such person shall be mailed to the address of the building or structure involved in the proceedings. The failure of any person to receive proper notice as described herein, other

than the owner of record, shall not invalidate any proceedings under this section. Service by certified or registered mail as herein described shall be effective on the date the notice was received as indicated on the return receipt. In the event the certified mail is unclaimed or refused or the return receipt is not otherwise returned within twenty-one (21) days of mailing or there is no mailing address for an interested party, the notice shall be posted at the property and city hall for ten (10) days; the notice shall be re-sent by first class mail documented by a properly executed proof of mailing and posting or affidavit confirming the first class mailing and posting; and a notice of condemnation shall be published once a week for ~~four~~two (2~~4~~) consecutive weeks in a newspaper of general circulation within the city. For properties that are published and posted, the notice shall be deemed received the day the notice was last published or ten (10) days after the notice was first posted, whichever is later. Notice by publication and posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as set forth above. Evidence that an attempt has been made to hand deliver or mail notice as provided above, together with proof of publication and posting as provided above, shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the owner or interested party actually received such notice.

Section 4. 9-2.2 “Abatement of unsafe buildings”, subsection (l) is hereby amended to read as follows:

(l) *Implementation*.

(1) If no hearing is timely requested as set forth above, the building official may take action to repair or reconstruct the building or to cause the building to be boarded and secured or to cause the building to be removed or demolished if required by the notice, or any combination thereof.

(2) If a hearing is requested, and the special magistrate determines:

a. That the condition exists as set forth in the notice of violation,~~ and that the remedial action required in the notice has not been voluntarily completed by the property owner, or other legally interested party,~~ the special magistrate shall issue a written order:

1. Directing the property owner to vacate, board and secure, repair or reconstruct the building or to cause the building to be removed or demolished, or any combination thereof. The special magistrate’s order should include, at a minimum and if applicable, the following: a timeline for the securing of required permits, a timeline for the completion of the work

ordered, and a date, time and location for a follow-up special magistrate hearing for a determination of compliance. If the date, time and location of the follow-up hearing are included in the order, no other notice for such hearing shall be required; or

2. A~~a~~uthorizing the building official to vacate, board and secure, repair or reconstruct the building or to cause the building to be removed or demolished, or any combination thereof. ~~After~~If this order is entered, the building official shall record in the public records, the notice of pending administrative action in accordance with subsection (h)(2) above. This recording requirement shall not apply to emergency demolitions.

b. That the condition, as set forth in the notice of violation, does not exist or has been corrected as required by the notice of violation, the notice of violation shall be dismissed by written order of the special magistrate.

(3) The building official may, upon written request of the property owner or any interested party, grant an extension of time as the building official may determine to be reasonable to complete the required remedial action. ~~If the extensions of time, in total, exceed one hundred twenty (120) days, the special magistrate, without further public hearing, must also approve the extension for it to be effective.~~

(4) Any timelines for compliance ordered by the special magistrate or imposed by the building official shall supersede any timelines associated with the issuance of a city permit, including, but not limited to, the expiration of such permit and requests for inspections. Further, the special magistrate and the building official shall have the authority to place restrictions, additional requirements, and stricter timelines on any permit to be issued for work on any structure that has been found to be unsafe in accordance with this section 9-2.2.

Section 5. 9-2.2 “Abatement of unsafe buildings”, subsection (q) is hereby amended to read as follows:

(q) *Lien created.*

(1) If the owner fails to make payment within thirty (30) days from the date of the demand for payment, the amount of the certified costs shall be reported to the city commission in the form of a

resolution assessing the costs against the real property upon which such costs were incurred, as a special assessment equal in rank and dignity with taxes and other non-ad valorem assessments and superior in dignity to all other liens, mortgages, judgments, encumbrances, titles, and claims, until paid. Such assessment may~~shall~~ be recorded in the public records.

* * *

(3) Collection of such assessments, with such interest and with a reasonable attorney's fee, may also be made by the city commission by proceedings in a court of competent jurisdiction to foreclose the lien of the assessment ~~in the manner in which a lien for mortgages is foreclosed under the laws of the state~~and it shall be lawful to join in any complaint for foreclosure any one or more lots or parcels of land, by whomever owned, if assessed under the provisions of this section. This remedy is supplemental to any other remedy available to the city at law or in equity.

* * *

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 7. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Codification. The sections of the ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 9. Effective Date. This ordinance shall take effect ten days after its adoption.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Ordinance duly passed on first reading on the 1st day of September, 2015.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Ordinance duly passed and enacted on the 15th day of September, 2015.

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 1, 2015, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2015-12 - First Reading - amend various sections in the City's Land Development Regulations and schedule the public hearing date for September 15, 2015

SUMMARY:
The Ordinance amends Chapter 23, Land Development Regulations, of the City's Code of Ordinances including two (2) articles of the Land Development Regulations: Administration, and Zoning Districts.

BACKGROUND AND JUSTIFICATION:
On August 6, 2013, the City of Lake Worth adopted Chapter 23, Land Development Regulations (LDRs), of the Code of Ordinances. The LDRs include six (6) articles governing all development within the City. As use of the adopted LDRs progress, some provisions require clarification and edits/additions to provide consistency, improve understanding and facilitate implementation as well as address issues that have arisen since adoption.

The proposed amendments provide clarification, edits and additions to the following sections of the LDRs: Article 2 - Division 1: Administration, Section 23.2-36 – Rezoning of Land and Future Land Use Map (FLUM); Article 3 - Division 2: Zoning Districts, Residential Districts, Section 23.3-7 – SF-R – Single-Family Residential; Article 3 – Division 6: Planned Development, Section 23.3-25(e) – Mixed Use Urban Planned Development..

On August 5, 2015, the Planning & Zoning Board, at its regularly scheduled meeting, discussed the proposed amendments to the LDRs and voted 7-0 to recommend approval to the City Commission.

On August 12, 2015, the Historic Resources Preservation Board, at its regularly scheduled meeting, discussed the proposed amendments to the LDRs and voted 6-0 to recommend approval to the City Commission.

MOTION:
I move to approve/disapprove Ordinance No. 2015-12 on first reading and schedule the public hearing date for September 15, 2015.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Ordinance
P&Z Board Staff Reports
HRPB Staff Reports

ORDINANCE NO. 2015-12 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES BY AMENDING ARTICLE 2 DIVISION 2, SECTION 23.2-36, REZONING OF LAND AND FUTURE LAND USE MAP (FLUM); ARTICLE 3, DIVISION 2, SECTION 23.3-7, RESIDENTIAL DISTRICTS; ARTICLE 3 DIVISION 6, SECTION 23.3-25(e), MIXED USE URBAN PLANNED DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the City adopted a new Chapter 23 Land Development Regulations of the code of ordinances on August 6, 2013; and

WHEREAS, as use of the new Chapter 23 proceeds, items are identified that need clarification or revision in order to refine and implement the code; and

WHEREAS, the City periodically amends and updates the Land Development Regulations; and

WHEREAS, on August 5 2015 this amendment was reviewed by the Lake Worth Planning and Zoning Board at a public hearing and the Board found the amendment to be consistent with the Comprehensive Plan and made a recommendation to the City Commission to adopt the amendment; and

WHEREAS, on August 12 2015 this amendment was reviewed by the Historic Resources Preservation Board which made a recommendation to the City Commission to adopt the amendment; and

WHEREAS, the City Commission has reviewed the recommended amendments and has determined that it is in the best interest of the public health, safety and general welfare of the City, its residents and visitors to adopt these amendments.

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

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

Section 2. Chapter 23 Article 2 Division 2, Section 23.2-36, Rezoning of Land and Future Land Use Map (FLUM) Amendments is amended by adding new section as indicated in exhibit A.

Section 3. Chapter 23 Article 3. Division 2, Section 23.3-7, Single-Family Residential is amended by adding the words and letters shown in underline and deleting the words and letters struck through as indicated in exhibit B.

Section 4. Chapter 23 Article 3. Division 6 Section 23.3-25(e), Mixed Use Urban Planned Development District is added as indicated in exhibit C.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

Section 7. Codification. All exhibits of the ordinance shall be made a part of the City code of ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 8. Effective Date. This Ordinance shall take effect ten days after its adoption.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Ordinance duly passed on first reading on the 1st day of September, 2015.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Ordinance duly passed and enacted on the 15th day of September, 2015.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

EXHIBIT A

Chapter 23

ZONING

***

ARTICLE 2 ADMINISTRATION, DIVISION 2, SECTION 23.2-36 Rezoning of Land and Future Land Use Map (FLUM) Amendments.
Amended by adding the a new section 23.2-36

Section 23.2.36. Rezoning of land and Future Land Use Map (FLUM) amendments.

A request for rezoning and Future Land Use Map (FLUM) amendment that changes the actual zoning map designation of a parcel or parcels of land shall be considered pursuant to the following procedure:

(1) Application.

a. Petitioner must complete an application for rezoning and Future Land Use Map (FLUM) using a form provided by the Department for Community Sustainability.

b. The completed application shall be submitted to the Development Review Official together with the application fee established by resolution of the City Commission. The application fee is intended to cover any administrative costs associated with review and processing of the application as set forth in fee schedule adopted by resolution of the City Commission.

c. If the application is determined to be complete and technically sufficient by the Development Review Official, the Department for Community Sustainability shall schedule the rezoning request for hearing before the Planning and Zoning Board or Historic Resources Preservation Board or both.

d. At the hearing on the application, the Planning and Zoning Board or Historic Resources Preservation Board shall consider the rezoning/FLUM Amendment application and request, the staff report including recommendations of staff, and shall receive testimony and information from the petitioner, the owner, City staff, and public comment. At the conclusion of the hearing, the Planning and Zoning Board and or Historic Resources Preservation Board shall make a recommendation on the rezoning/FLUM Amendment request to the City Commission. The City shall provide notice of the Planning and

Zoning Board or Historic Resources Preservation Board meeting or both.

e. The City Commission shall conduct a public hearing. The City Commission shall consider the petitioner's requests, the recommendations of the Planning and Zoning Board or Historic Resources Preservation Board, the staff report and the recommendations of City staff, as well as public comment and other documentary evidence and testimony deemed relevant by the City Commission.

(2) Public Notice. Notice of the proposed ordinance must be published in a newspaper of general circulation in the city at least ten days prior to adoption of the ordinance. Public notice shall be provided as required by these LDRs for zoning or Future Land Use Map application and as provided for in Florida Statutes Chapters 163 and 166.

(3) Review Criteria. An amendment to the official zoning map processed without the FLUM amendment shall be reviewed based on the following factors:

a. Consistency. Whether the proposed rezoning amendment would be consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations. Approvals of a request to rezone to a planned zoning district may include limitations or requirements imposed on the master plan in order to maintain such consistency.

b. Land Use Pattern. Whether the proposed rezoning amendment would be contrary to the established land use pattern, or would create an isolated zoning district unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude rezoning that would result in more desirable and sustainable growth for the community.

c. Sustainability. Whether the proposed rezoning would support the integration of a mix of land uses consistent with smart growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

d. Availability of Public Services/Infrastructure. Requests for rezoning to planned zoning districts shall be subject to review pursuant to Section 23.5-2.

e. Compatibility. The application shall consider the following compatibility factors:

(1) Whether the proposed rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.

(2) Whether the proposed rezoning is of a scale which is reasonably related to the needs of the neighborhood and the city as a whole.

f. Direct Community Sustainability and Economic Development Benefits. For rezoning involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:

(1) Further implementation of the City's Economic Development (CED) Program;

(2) Contribute to the enhancement and diversification of the City's tax base;

(3) Respond to the current market demand or community needs or provide services or retail choices not locally available;

(4) Create new employment opportunities for the residents, with pay at or above the county average hourly wage;

(5) Represent innovative methods/technologies, especially those promoting sustainability;

(6) Support more efficient and sustainable use of land resources in furtherance of overall community health, safety and general welfare;

(7) Be complementary to existing uses, thus fostering synergy effects; and

(8) Alleviate blight/economic obsolescence of the subject area.

g. Economic Development Impact Determination for Conventional Zoning Districts. For rezoning involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further the Economic Development Program, and also determine whether the proposal would:

(1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and

(2) Represent a potential decrease in the number of uses with high probable economic development benefits.

h. Master Plan and Site Plan Compliance with Land Development Regulations. When master plan and site plan review are required pursuant to Section 2.D.1.e. above, both shall comply with the requirements of the respective zoning district regulations of Article III and the site development standards of Section 23.2-32

(4) Review Criteria. An amendment to the official zoning map processed with the FLUM amendment shall be reviewed based on the following factors:

a. Consistency. Whether the proposed FLUM amendment would be consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations. Approvals of a request to rezone to a planned zoning district may include limitations or requirements imposed on the master plan in order to maintain such consistency.

b. Land Use Pattern. Whether the proposed FLUM amendment would be contrary to the established land use pattern, or would create an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM amendments that would result in more desirable and sustainable growth for the community.

c. Sustainability. Whether the proposed FLUM amendment would support the integration of a mix of land uses consistent with smart growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

d. Availability of Public Services/Infrastructure. Requests for rezoning to planned zoning districts shall be subject to review pursuant to Section 23.5-2.

e. Compatibility. The application shall consider the following compatibility factors:

(1) Whether the proposed FLUM amendment would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.

f. Direct Community Sustainability and Economic Development Benefits. For FLUM-amendments involving rezoning to a planned zoning district,

the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:

(1) Further implementation of the City's Economic Development (CED) Program;

(2) Contribute to the enhancement and diversification of the City's tax base;

(3) Respond to the current market demand or community needs or provide services or retail choices not locally available;

(4) Create new employment opportunities for the residents, with pay at or above the county average hourly wage;

(5) Represent innovative methods/technologies, especially those promoting sustainability;

(6) Support more efficient and sustainable use of land resources in furtherance of overall community health, safety and general welfare;

(7) Be complementary to existing uses, thus fostering synergy effects; and

(8) Alleviate blight/economic obsolescence of the subject area.

g. Economic Development Impact Determination for Conventional Zoning Districts. For FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further the City's Economic Development Program, and also determine whether the proposal would:
(1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category; and

(2) Represent a potential decrease in the number of uses with high probable economic development benefits.

h. Commercial and Industrial Land Supply. The review shall consider whether the proposed FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed FLUM amendment provides substantiated evidence of satisfying at least four (4) of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation.

i. Alternative Sites. Whether there are sites available elsewhere in the city in zoning districts which already allow the desired use.

j. Master Plan and Site Plan Compliance with Land Development Regulations. When master plan and site plan review are required pursuant to Section 2.D.1.e. above, both shall comply with the requirements of the respective zoning district regulations of Article III and the site development standards of Section 23.2-32

5. Denial. Should the request be denied by the City Commission, no application for substantially the same zoning may be submitted, within one (1) year from the date of denial.

Exhibit B

Chapter 23

ZONING

ARTICLE 3 ZONING DISTRICTS, DIVISION 2, SECTION 23.3-7 Single-Family Residential.

Amended by adding the words and figures shown in underlined type and deleting the words struck through.

6. *Maximum impermeable surface for all structures.* The maximum impermeable surface shall be:

A. Forty (40) percent for lots up to four thousand nine hundred ninety-nine (4,999) square feet;

B. Thirty-five (35) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and

C. Thirty (30) percent for lots seven thousand five hundred (7,500) square feet and greater.

Medium and large lots, may qualify for an additional five (5) percent impermeable surface for all structures with the construction of a single family, single story house not to exceed 15'-0" in height and must include the incorporation of additional sustainable features or improvements including but not limited to those listed under Section 23.2-33 – City of Lake Worth Sustainable Bonus Incentive Program. ~~Florida Green Building designation.~~

Exhibit C

Chapter 23

ZONING

***

ARTICLE 3 ZONING DISTRICTS, DIVISION 6, SECTION 23.3-25(e) Mixed Use Urban Planned Development District.
Amended by adding the a new section 23.3-25(e)

e) Mixed use urban planned development district.

1. Location. Urban planned developments may be located in any mixed use district east of Interstate 95, such as Mixed Use - East, Mixed Use - West, Mixed Use - Dixie Highway, Mixed Use – Federal Highway, Transit Oriented Development - East, and Downtown with the exception of the neighborhood commercial district. Industrial planned developments are not allowed as a mixed use urban planned development.

2. Minimum area required. The minimum area required for an urban planned development district shall be one-half (.5) acres

3. Permitted uses. Permitted uses within a mixed use urban development are shown in Article 3 of these LDRs. An urban planned development may be residential alone or may be any mixture of residential, retail, commercial, office, personal services, institutional, and cultural & artisanal arts or other uses specifically listed with the Use tables of section 23.3-6 for the districts where the planned development is to be located.

4. Required setbacks. Required setbacks shall be as provided in these LDRs for the zoning district in which the planned development is to be located.

5. Parking and loading space requirements. Parking and loading spaces shall be provided pursuant to Article 4 of these LDRs.

6. Landscaping/buffering. Landscaping and buffering shall be provided as required by section 23.6-1

7. Illumination. Any source of illumination located within a commercial or industrial planned development district shall not exceed one (1) foot candle at or beyond the boundaries of such development.

8. Outdoor storage. All outdoor storage facilities are prohibited in any mixed use urban planned development district.

9. Sustainability. All mixed use urban planned development districts shall include provisions for sustainability features such as those listed in section 23.2-33 City of Lake Worth Sustainable Bonus Incentive Program.

~~e)~~ f) Amendments to approved planned development master plans. Minor amendments to existing planned development master plan may be approved by the planning and preservation manager. Minor changes shall not include the following:

1. An increase in the total square footage of any building by more than five (5) percent the number of residential dwelling units, or the densities as specified by the adopted master plan. However, a decrease in the total square footage of any building, or reduction of the number of structures, stories or units as specified by the master plan may be approved as minor amendments.

2. Any boundary change of the planned development.

3. Any change, except as provided herein, in the adopted master plan that increases the use in intensity or density. Rearrangement of uses or locations on a property may be permitted unless they conflict with a specific provision or the adopted planned development ordinance.

4. The relocation of more than five (5) percent of the total square footage indicated as being covered by structures.

5. Any increase in the traffic impact above that established in the master plan approved by the city commission.

City of Lake Worth
Department for Community Sustainability
Planning, Zoning and Historic Preservation Division
1900 Second Avenue North· Lake Worth, Florida 33461 · Phone: 561-586-1687

MEMORANDUM DATE: July 30, 2015

AGENDA DATE: August 5, 2015

TO: Members of the Planning & Zoning Board

RE: Land Development Regulations (LDRs)

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

TITLE: **PZB/HRPB Project Number 15-02900001**: Consideration of recommendation to the City Commission concerning a proposed amendment to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

BACKGROUND AND JUSTIFICATION:
On August 6, 2013 the City of Lake Worth adopted Chapter 23 – Land Development Regulations of the Code of Ordinances. The LDRs include six (6) articles governing all development within the city. They are Article I – General Provisions, Article II – Administration, Article III – Zoning Districts, Article IV – Development Standards, Article V – Supplemental Regulations, and Article VI – Environmental Regulations.

As the code progresses, staff acknowledges that some aspects require clarification and edits/additions to provide consistency, improve understanding and facilitate implementation as well as address issues that have arisen over the past year. Attachment 1 of this report includes the proposed ordinance and a highlight/strike-thru version of those sections of the code which are proposed to be amended.

In this round of amendments, following the joint Planning and Zoning Board and Historic Resources Preservation Board workshop conducted on July 15, 2015 we are proposing to amend the following sections: Article 2 - Division 1: Administration, Section 23.2-36 – Rezoning of Land and Future Land Use Map (FLUM); Article 3 - Division 2: Zoning Districts, Residential Districts, Section 23.3-7 – SF-R – Single-Family Residential; Article 3 – Division 6: Planned Development, Section 23.3-25(e) – Mixed Use Urban Planned Development.

As such, Staff is proposing these amendments as a solution to some of the aspects confronted during last year and are a solution to items discussed in the joint workshop held on July 15, 2015. The proposed amendments also will go before the Historic Resources Preservation Board (HRPB) next week at its regularly scheduled meeting of August 12, 2015. The first hearing of the ordinance before the City Commission is tentatively scheduled for the regularly scheduled meeting on August 18, 2015.

City of Lake Worth
Department for Community Sustainability
Planning, Zoning and Historic Preservation Division
1900 Second Avenue North· Lake Worth, Florida 33461 · Phone: 561-586-1687

POTENTIAL MOTION:
I MOVE TO RECOMMEND/NOT RECOMMEND DENY PZB/HRPB 15-02900001: Proposed amendments to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

ATTACHMENTS:
Proposed Ordinance No. 2015-XX Amendments to Chapter 23 (Land Development Regulations) – Inclusive of Attachments A through C.

City of Lake Worth
Department for Community Sustainability
Planning, Zoning and Historic Preservation Division
1900 Second Avenue North· Lake Worth, Florida 33461 · Phone: 561-586-1687

MEMORANDUM DATE: August 6, 2015

AGENDA DATE: August 12, 2015

TO: Members of the Historic Resources Preservation Board

RE: Land Development Regulations (LDRs)

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

TITLE: **PZB/HRPB Project Number 15-02900001**: Consideration of recommendation to the City Commission concerning a proposed amendment to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

BACKGROUND AND JUSTIFICATION:
On August 6, 2013 the City of Lake Worth adopted Chapter 23 – Land Development Regulations of the Code of Ordinances. The LDRs include six (6) articles governing all development within the city. They are Article I – General Provisions, Article II – Administration, Article III – Zoning Districts, Article IV – Development Standards, Article V – Supplemental Regulations, and Article VI – Environmental Regulations.

As the code progresses, staff acknowledges that some aspects require clarification and edits/additions to provide consistency, improve understanding and facilitate implementation as well as address issues that have arisen over the past year. Attachment 1 of this report includes the proposed ordinance and a highlight/strike-thru version of those sections of the code which are proposed to be amended.

In this round of amendments, following the joint Planning and Zoning Board and Historic Resources Preservation Board workshop conducted on July 15, 2015 we are proposing to amend the following sections: Article 2 - Division 1: Administration, Section 23.2-36 – Rezoning of Land and Future Land Use Map (FLUM); Article 3 - Division 2: Zoning Districts, Residential Districts, Section 23.3-7 – SF-R – Single-Family Residential; Article 3 – Division 6: Planned Development, Section 23.3-25(e) – Mixed Use Urban Planned Development.

As such, Staff is proposing these amendments as a solution to some of the aspects confronted during last year and are a solution to items discussed in the joint workshop held on July 15, 2015. The proposed amendments was reviewed by the Planning and Zoning Board (PZBB) at its regularly scheduled meeting of August 5, 2015 with a recommendation related to the Mixed Use Urban Planned Development to specifically enumerate the mixed use districts affected. The first hearing of the ordinance before the City Commission is tentatively scheduled for the regularly scheduled meeting on August 18, 2015.

City of Lake Worth
Department for Community Sustainability
Planning, Zoning and Historic Preservation Division
1900 Second Avenue North· Lake Worth, Florida 33461 · Phone: 561-586-1687

POTENTIAL MOTION:
I MOVE TO RECOMMEND/NOT RECOMMEND DENY PZB/HRPB 15-02900001: Proposed amendments to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

ATTACHMENTS:
Proposed Ordinance No. 2015-XX Amendments to Chapter 23 (Land Development Regulations) – Inclusive of Attachments A through C.

CITY OF LAKE WORTH

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

AGENDA DATE: September 1, 2015, Regular Meeting **DEPARTMENT:** Water Utility Department

---

EXECUTIVE BRIEF

TITLE:
Resolution No. 46-2015 - establish the rates, fees and charges for the Water System

SUMMARY:

This Resolution establishes the rates and charges for the City water utility, which, according to the 2015-16 rate sufficiency analysis, recommends that the City increase water rates 3.5% in FY 2016.

BACKGROUND AND JUSTIFICATION:
The City of Lake Worth contracts with Burton & Associates on an ongoing basis to provide a yearly Revenue Sufficiency Analysis. This analysis provides a multi-year projection of the sufficiency of revenues for the Water Utility to meet current and projected financial requirements and determine the level of revenue increases necessary in each year to provide adequate revenues to fund all identified cost requirements.

A Cost of Service Study and Rate Design Analysis were performed by Burton & Associates beginning in FY 2008 and provided a diagnostic evaluation whereby the Water Utility rate structure was reviewed for conformance with objectives, such as equity among rate classes, conservation initiatives, and industry practice. A detailed billing analysis provided the assurance that the new rate structure adopted at that time would satisfy the appropriate criteria while providing adequate revenues to satisfy existing cost requirements.

The results of the current FY 2015-16 rate sufficiency analysis have shown that a rate increase projected in previous years and reconfirmed this year is necessary. The needed capital improvement projects for water production, water transmission lines and replacement of 2” steel water lines, which are included in the long range capital improvement plan require additional revenues, which cannot be fully offset by operational improvements. These capital improvements require a rate increase of 3.5% for FY2016, which is lower than the projected increase shown in previous rate analysis.

Future costs for the Water Utility will be to a large extent driven by expenditures related to the long term capital improvements required in the water transmission and distribution piping within the City, as well as projects to improve the resilience of the water production system to potential salinity increases in the future. The projected rates include loans from the State Revolving Fund Loan Program for replacement of the 2 inch steel water pipes over a five year period of time. These loans have lower interest rates than commercial revenue bonds, which allows the projected rate increase to be lower.

Continued conservation efforts including water conservation education materials and the City’s block rate structure will assure that the City remains a leader in water conservation efforts.

MOTION:
I move to approve/disapprove Resolution No. 46-2015 establishing the Fiscal Year 2016 rates and charges for the City water utility.

ATTACHMENT(S):
Resolution 46-2015
Burton Revenue Sufficiency Analysis for FY 2016
Presentation

A. Fiscal Review:
Larry Johnson – Director
Nerahoo Hemraj – Finance Director

RESOLUTION NO. 46-2015 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.

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

WHEREAS, an evaluation of the water 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; and

WHEREAS, the City Commission finds the rates established herein are fair and equitable and serve a valid public purpose.

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

Section 1: For the purpose of this Resolution, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

"Shall" is always mandatory and not merely directory,

“Phase I water shortage", "Phase II water shortage", "Phase III water shortage", and "Phase IV water shortage", shall refer to the phases of water shortage that may be declared by the South Florida Water Management District pursuant to the Florida Administrative Code Chapter 40E-21.

“ERU” shall stand for “Equivalent Residential Unit” and shall mean the average amount of potable water used by a residential facility in terms of the reserved capacity needed to serve that facility. One (1) ERU is, by definition, equal to one (1) single family residence,equal to each residential unit in a multi-family complex, or as calculated in accordance with Chapter 18, Article VI, Code of Ordinances of the City of Lake Worth. As such for purposes herein, an "equivalent residential unit" (ERU) shall be defined as a customer with a 5/8• x ¾• meter. Customers with larger meter sizes shall be converted to a number of ERUs based upon meter size as follows:

Meter Size	# of ERUs
5/8 x ¾•	1
1•	2.5
1½•	5
2•	8

Section 2: The following schedules shall be the rate charged by the City of Lake Worth for all water sold by the City of Lake Worth for all purposes, to wit:

GENERAL SERVICE – SCHEDULE NO. 1

Designation: General Service
Applicable: For commercial, industrial, and governmental use within the territory served by the Water Distribution System of the City of Lake Worth, as available and at the option of the City.

Monthly Rates: **Customer Charge**, effective as of the dates listed:

Effective Date:	10/1/2015	
Charge:	$ 4.71	

A fixed charge based on the cost of preparing and delivering a bill which will be applied to each water account receiving a bill.

Base Facility Charge, effective as of the dates listed:

Effective Date:	10/1/2015	
5/8 X 3/4” Meter	$ 14.04	
1” Meter	$ 35.11	
1-1/2” Meter	$ 70.20	
2” Meter	$ 112.33	
3” Meter	$ 224.66	
4” Meter	$ 351.02	
6” Meter	$ 702.04	

A fixed charge designed to recover a portion of the fixed costs of the water system shall be applied to each meter based upon the size of the meter.

Volume Charge: Rates for each hundred gallons of metered water consumption effective as of the dates listed:

Effective Date:	10/1/2015	
Block 1	$ .302	
Block 2	$ .465	
Block 3	$ .630	
Block 4	$ 1.103	
Block 5	$ 1.384	

The amount of water consumption in each block subject to the rates in the table above is based upon meter size and is as follows (in gallons):

	Block 1		Block 2		Block 3		Block 4		Block 5	
Meter Size	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
5/8" X ¾"	1	4,000	4,001	8,000	8,001	12,000	12,001	20,000	20,001	•
1"	1	10,000	10,001	20,000	20,001	30,000	30,001	50,000	50,001	•
1-1/2"	1	20,000	20,001	40,000	40,001	60,000	60,001	100,000	100,001	•
2"	1	32,000	32,001	64,000	64,001	96,000	96,001	160,000	160,001	•
3"	1	64,000	64,001	128,000	128,001	192,000	192,001	320,000	320,001	•
4"	1	100,000	100,001	200,000	200,001	300,000	300,001	500,000	500,001	•
6"	1	200,000	200,001	400,000	400,001	600,000	600,001	1,000,000	1,000,001	•

Meter Deposit: Reference City of Lake Worth Resolution No. 18-2008 or latest revision thereof.

RESIDENTIAL – SCHEDULE NO. 2

Designation: Residential

Applicable: For individually metered single-family customers, master-metered single-family residential units, individually metered multi-family customers, master-metered multi-family residential units, cottages, apartments, trailers or mobile home parks use within the territory served by the Water Distribution System of

the City of Lake Worth, as available and at the option of the City.

Monthly Rates: **Customer Charge**, effective as of the dates listed:

Effective Date:	10/1/2015	
Charge:	$ 4.71	

A fixed charge based on the cost of preparing and delivering a bill which will be applied to each water account receiving a bill.

Base Facility Charge, effective as of the dates listed:

Effective Date:	10/1/2015	
Charge:	$ 14.04	

A fixed charge designed to recover a portion of the fixed costs of the water system shall be applied to each ERU served, as defined above.

Volume Charge: Rates for each hundred gallons of metered water consumption effective as of the dates listed:

Effective Date:	10/1/2015	
Block 1	$ .302	
Block 2	$ .465	
Block 3	$ .630	
Block 4	$ 1.103	
Block 5	$ 1.384	

The amount of water consumption in each block subject to the rates in the table above is for each ERU served per month, as defined above, and is as follows (in gallons):

Water Use Per ERU Per Month	Single-Unit Accounts		Multi-Unit Accounts	
	Minimum	Maximum	Minimum	Maximum
Block 1	1	4,000	1	2,000
Block 2	4,001	8,000	2,001	4,000
Block 3	8,001	12,000	4,001	6,000
Block 4	12,001	20,000	6,001	10,000
Block 5	20,001	•	10,001	•

Meter Deposit: Reference City of Lake Worth Resolution No. 48-2005 or latest revision thereof.

UNMETERED FIRE LINE – SCHEDULE NO. 3

Designation: Fire Service

Applicable: All buildings requiring this service.

Monthly Rate: Rates effective as of dates listed:

Effective Date:	10/1/2015	
2" Connection	$ 26.90	
4" Connection	$ 69.49	
6" Connection	$ 139.07	
8" Connection	$ 225.76	
10" Connection	$ 347.22	
12" Connection	$ 590.40	

TEMPORARY HYDRANT METER Charge effective as of dates listed:

	10/1/2015
Meter Deposit:	$525.00
Minimum Charge per month:	$214.06

IRRIGATION SERVICE – SCHEDULE NO. 4

Designation: Irrigation Service

Applicable: For any customer with a second meter for irrigation use within the territory served by the Water Distribution System of the City of Lake Worth, as available and at the option of the City.

Monthly Rates: **Customer Charge**, effective as of the dates listed:

Effective Date:	10/1/2015	
Charge:	$ 4.71	

A fixed charge based on the cost of preparing and delivering a bill which will be applied to each water account receiving a bill.

Base Facility Charge, effective as of the dates listed:

Effective Date:	10/1/2015	
5/8 X 3/4" Meter	$ 14.04	
1" Meter	$ 35.11	
1-1/2" Meter	$ 70.20	
2" Meter	$ 112.33	
3" Meter	$ 224.66	
4" Meter	$ 351.02	
6" Meter	$ 702.04	

A fixed charge designed to recover a portion of the fixed costs of the water system shall be applied to each meter based upon the size of the meter.

Volume Charge: Rates for each hundred gallons of metered water consumption effective as of the dates listed:

Effective Date:	10/1/2015	
Block 1	$ .630	
Block 2	$ 1.102	
Block 3	$ 1.384	

The amount of water consumption in each block subject to the rates in the table above is based upon meter size and is as follows (in gallons):

	Block 1		Block 2		Block 3	
Meter Size	Min	Max	Min	Max	Min	Max
5/8" X ¾"	1	10,000	10,001	20,000	20,001	•
1"	1	25,000	25,001	50,000	50,001	•
1-1/2"	1	50,000	50,001	100,000	100,001	•
2"	1	80,000	80,001	160,000	160,001	•
3"	1	160,000	160,001	320,000	320,001	•
4"	1	250,000	250,001	500,000	500,001	•
6"	1	500,000	500,001	1,000,000	1,000,001	•

Meter Deposit: Reference City of Lake Worth Resolution No. 18-2008 or latest revision thereof.

Section 3: The following schedule shall be the rates charged and the regulation imposed for the making of taps or connections to the water system and turn-on and service charges of the City of Lake Worth.

TAPPING CHARGES: Shall be paid in advance for service. The City reserves the right to limit the size of meter connections, dependent upon the size of the main and water pressures, to prevent substantial decrease and rate of flow to the detriment of other customers served by the same main. When a change in meter size is requested, it shall be considered as a new service and no credit given for old service.

Charges effective October 1, 2015:

	Meter set only	Tap and meter set
5/8" x ¾" Meter	$241.50	$1,360.00
1" Meter	$336.00	$1,486.00
1-1/2" Meter	$546.00	$2,226.00
2" Meter	$788.00	$2,473.00

3" & Larger Meter Actual Cost as determined by the City

Tapping Charges for Unmetered Fire Lines will be Water the actual cost of the installation as determined by the Lake Worth Water Utilities.

SERVICE CHARGES:

Turn on: Service Charges for "turn-ons" or establishing or reopening an account will be in accordance with Resolution No. 18-2008 or latest revision thereof.

Meter Charge: The Lake Worth Water Utilities will repair or replace a faulty meter at no charge to the customer. If after a satisfactory special read or meter check, a customer wishes to have a meter replaced, a charge equal to the tapping charges shown in Section 3A will be made for this service.

METER DOWN-SIZING

The actual cost as determined by the City.

UNMETERED FIRE LINE INSPECTION CHARGES

A $210.00 inspection charge shall be paid prior to the installation of an unmetered fire line.

Section 4: It is the City's intention to maintain Phase I (3 days per week) water restrictions within the City's service area. However, In the event that a Phase III or IV mandatory water restriction is declared by the South Florida Water Management District or other

authority having jurisdiction upon the City to reduce water production, the Volume Charge listed in Section 2 above will be adjusted upwards by fifteen percent (15%). The application of the water restriction surcharge is to maintain net revenue margins of the utility system, which may be eroded due to reduced sales resulting from the imposed water restrictions, to meet debt service covenants on any outstanding indebtedness allocable to utility system and to promote water conservation. The water consumption rates will be adjusted and will be applicable to all water use above the first consumption block usage range as referenced in Section 1 – General Service – Schedule No. 1 for the commercial, industrial and governmental use and Section 2 – Residential – Schedule No. 2 for individually metered single-family and multiple-family residential, as well as master metered multiple-family residential use. .

The water restriction surcharge will not be applied to the base facility charge, unmetered fire line charge or the wastewater rates for service. The water restriction surcharge shall be applied by the City beginning with the first billing cycle following the declared mandatory Phase IV water restrictions as imposed by the South Florida Water Management District or other authority having jurisdiction. The mandatory water restriction surcharge shall be discontinued by the City beginning at the first billing cycle following the removal or lifting of the Phase IV water restrictions by the South Florida Water Management District or other authority having jurisdiction.

Section 5: Average Billing Calculation: The average billing process will establish a monthly bill which will be based on the average water bill for the preceding 12 calendar months. If the residence or apartment has been occupied for the last 12 months and the customer can qualify as an existing customer, the previous tenant's or owner's bill may be used to estimate the average monthly billing.

The average billing calculation will be reviewed and adjustments made to correct for changes in rates, usage, or other factors to be implemented on the bills issued during June and December of each year.

Section 6: With respect to any premises or users situated outside the corporate limits of the City of Lake Worth, which premises or users now or hereafter have active connections with the water system of the City, there shall be charged a rate equal to the charges established for service to residents of the City, plus a surcharge equal to twenty-five percent (25%) of such charge. The foregoing surcharge shall not apply to users with whom the City has now or shall hereafter contract for services at charges established in such contracts unless the contract provides for surcharge.

Section 7: If any provision of this Resolution, or the application thereof any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Resolution, which can be given effect without the invalid provision or applications, and to this end the provisions of this Resolution are declared severable.

Section 8: All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 9: This Resolution shall be in effect for billings issued on or after the 1st day of October 2015.

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 Ryan Maier

The Mayor thereupon declared this Resolution duly passed and adopted this 1st day of September, 2015.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

By: _____
Pamela J. Lopez, City Clerk

City of Lake Worth

FY 2016 Water & Sewer Revenue Sufficiency Analysis Update

Draft Report

August 20, 2015

Prepared by:

BURTON & ASSOCIATES

UTILITY RATES ▪ ASSESSMENTS ▪ FINANCIAL PLANNING

DRAFT

DRAFT

BURTON & ASSOCIATES
UTILITY RATES ▪ ASSESSMENTS ▪ FINANCIAL PLANNING

August 20, 2015

Mr. Larry A. Johnson, P.E.
Utilities Director
City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461

Re: FY 2016 Water & Sewer Revenue Sufficiency Analysis Update – Draft Report

Dear Mr. Johnson:

Burton & Associates is pleased to present this Draft Report of the FY 2016 Water & Sewer Revenue Sufficiency Analysis Update that we have performed for the City's Water, Local Sewer, and Regional Sewer Enterprise Funds.

We appreciate the fine assistance provided by you and all of the members of City staff who participated in the analysis. Please distribute this report to the pertinent members of City staff.

If you have any questions, please do not hesitate to call me at (813) 443-5138.

Sincerely,

Andrew J. Burnham
Senior Vice President

Enclosure

DRAFT

BURTON & ASSOCIATES
1000 N. Ashley Drive, Suite 513 • Tampa, Florida 33602 • Phone (813) 443-5138 • Fax (813) 443-5138
Email: *aburnham@burtonandassociates.com*

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EXECUTIVE SUMMARY

E.1 INTRODUCTION

This Executive Summary presents an overview of the results of the FY 2016 Water & Sewer Revenue Sufficiency Analysis Update (FY 2016 RSA) conducted for the City of Lake Worth's Water, Local Sewer, and Regional Sewer Enterprise Funds (Utility) by Burton & Associates.

E.1.1 Background

In FY 2009, the Utility engaged Burton & Associates to perform a rate study in response to financial challenges stemming from substantial increases in key operating costs, increasing wholesale expenses, water demand reductions due to the economy, water use restrictions and reductions in future available groundwater. The FY 2009 Rate Study analyzed 1) the sufficiency of the revenue provided by the Utility's current rates, 2) the adequacy of the structure or design of the Utility's rates, and 3) the level of the Utility's impact fees and miscellaneous service charges.

A key component of the FY 2009 Rate Study was the identification of new rates for FY 2009 and development of multi-year plans of future rate adjustments for the City's Water, Local Sewer, and Regional Sewer Enterprise Funds. Upon completion of the FY 2009 Rate Study, the City adopted by resolution a schedule of rates (inclusive of annual rate adjustments) from FY 2009 through FY 2013 for the Water and Local Sewer Enterprise Funds as well as a new FY 2009 rate for the Regional Sewer Enterprise Fund.

At the conclusion of the FY 2009 Rate Study, the City committed to performing annual updates to evaluate the adequacy of the revenues to be provided by the adopted rates for the Water, Local Sewer, and Regional Sewer Enterprise Funds. Doing so allows for the incorporation of updated revenue and expense information as well as changes in economic conditions, water consumption, water-use restrictions, regulatory requirements, and other factors into the financial management plan of the Utility so that any necessary adjustments to the current approved rates and/or schedule of future rates could be made.

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As such, the City retained Burton & Associates to perform an update to the revenue sufficiency analysis component of the FY 2009 Rate Study in FY 2010 (FY 2010 RSA), FY 2011 (FY 2011 RSA), FY 2012 (FY 2012 RSA), FY 2013 (FY 2013 RSA), and FY 2014 (FY 2015 RSA1).

The FY 2010 RSA resulted in 1) a 2.25% reduction to the approved level of annual water rate increases for FY 2011 – FY 2013 due to savings on the reverse osmosis facility and associated interim water purchase costs, 2) confirmation of the adequacy of the approved annual sewer rate increases for FY 2011 – FY 2013, and 3) a new Regional Sewer Enterprise Fund rate structure for FY 2010 that included pass-through rate components for debt and renewal and replacement costs and the determination of an operations and maintenance (O&M) rate for all remaining cost requirements.

The FY 2011 RSA resulted in 1) a 5.75% reduction to the approved level of water rate increases for FY 2012 and FY 2013 due to deferred timing for future RO capacity expansions and reduced forecast for operating costs due to reduced demands, 2) regional sewer O&M rate increases of 30% and 25% for FY 2012 and FY 2013, respectively, due to the impacts of non-payment by certain members, and 3) a corresponding 4.0% increase to the approved level of annual retail sewer rate increases for FY 2012 and FY 2013 due to the substantial regional sewer O&M rate adjustments during that time period.

The FY 2012 RSA resulted in 1) no rate increase requirements for the Water System in FY 2013 or FY 2014 due to a significantly lower multi-year capital improvement program and slightly lower operating costs as compared to previous projections, 2) a substantial reduction to the amount of increase in the FY 2013 O&M rate for the Regional Sewer System due to lower operating expenses, and 3) no rate increase requirements for the retail sewer rates in FY 2013 through FY 2017 due to lower projections of regional sewer operating expenses, a significantly reduced capital improvement plan, and lower interest rates on the variable rate debt.

[1] All studies have been conducted annually, however the FY 2015 RSA reflects a change in title/labeling of the study requested by City Staff to reflect the upcoming budget year instead of the year in which the analysis was conducted. The change in title/labeling is consistent throughout the document.

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The FY 2013 RSA resulted in 1) confirmation of no rate increase for the Water System in FY 2014, and identification of 5.00% annual rate adjustments starting in FY 2015 due to an increase in the multi-year capital improvement program, and 2) an additional[2] 10% rate reduction to the rates for the Local Sewer System for FY 2014 due to the settlement payment of approximately $3.8 million received as a result of the Inter-local Wastewater Service and Wastewater Facilities Cost Sharing Agreement between the City of Lake Worth and the other six members of the Regional Sewer System.

The FY 2015 RSA resulted in 1) 5.00% annual rate adjustments to the Water System starting in FY 2015 in order to provide sufficient funds for the larger multi-year capital improvement program (CIP), and 2) annual rate increases of 8.00% per year to the Local Sewer System through FY 2019 in order to fund the capital needs of the system without the issuance of additional debt.

In FY 2015, the City has once again asked Burton & Associates to evaluate the adequacy of the revenues to be provided by the current rates for the Water, Local Sewer, and Regional Sewer Enterprise Funds in light of updated revenue and expense information as well as changes in economic conditions, water consumption, regulatory requirements and in the Utility's capital improvement program so that any necessary adjustments to the current rates and projections of future rate increase requirements can be made.

E.2 RESULTS OF ANALYSIS

In order to measure the adequacy of the Utility's revenues over a multi-year projection period, we utilized our proprietary FAMS-XL© model to project the performance of the Utility from FY 2015 - FY 2025 for its Water, Local Sewer, and Regional Sewer Enterprise Funds. A separate model was developed for each enterprise fund to isolate the specific cost requirements and issues affecting each fund. We thoroughly discussed the base data, key assumptions, and core issues of the Utility for each of these enterprise

[2] As a result of the settlement, the City immediately executed a retail sewer rate reduction of 10.00% in April of 2013 prior to the completion of the FY 2013 RSA.

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funds with City staff. Once the underlying information was finalized, we measured the sufficiency of the revenues provided by the current rates versus annual projected cost requirements and determined plans of annual rate revenue adjustments that would be necessary to meet the Utility's cost requirements over the projection period.

E.2.1 Water System

In the FY 2015[3] RSA, the Water System was faced with the challenges of funding a much larger CIP due to projects within the Lake Worth 2020 program as well as the cost of needed 2" water main replacements throughout the system. In order to fund the capital needs of the system, the FY 2015 RSA reflected a borrowing of approximately $14 million in FY 2016 and 5.00% annual rate adjustments beginning in FY 2015.

The five-year rate adjustments proposed by the FY 2015 RSA have been reduced in the FY 2016 RSA because the City was able to secure SRF funding for the 2" water main replacement projects rather than rely on funding from a revenue bond, which had been the assumed strategy in the FY 2015 RSA. The SRF loan offered a 30 year financing with substantially lower interest rates. As a result, total debt service expenses of the system decreased, allowing for a reduction to rate adjustments. The five-year rate adjustment plan developed in the FY 2016 RSA is presented in the following table.

FY 2016 RSA RATE ADJ.	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Water Rate Adjustment	**3.50%**	**3.50%**	**3.00%**	**3.00%**	**3.00%**
Avg. Res. Bill (5,000 GAL)	**$30.77**	**$31.86**	**$32.80**	**$33.80**	**$34.81**
Monthly Increase / Yr.	**$1.03**	**$1.09**	**$0.94**	**$1.00**	**$1.01**

Schedule 6 in Appendix A presents a summary of the complete multi-year financial results of the FY 2016 RSA for the Water Enterprise Fund and identifies the level of projected water rate revenue increase requirements for FY 2015 – FY 2025.

[3] All studies have been conducted annually, however the FY 2015 RSA reflects a change in title/labeling of the study requested by City Staff to reflect the upcoming budget year instead of the year in which the analysis was conducted. The change in title/labeling is consistent throughout the document.

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E.2.2 Local Sewer System

Similar to the Water System, the Local Sewer System was faced with the challenges of funding a larger CIP resulting from the Lake Worth 2020 program. As such, the FY 2015 RSA identified an annual rate increase of 8.00% per year through FY 2019 in order to fund the capital needs of the system without the issuance of additional debt.

Due to decreases in CIP, refined cost projections of the Regional System expenses, and updated economic data and assumptions, the FY 2016 RSA identifies smaller five-year rate adjustments as compared to those of the FY 2015 RSA. The five-year plan of annual adjustments identified by the FY 2016 RSA is presented in the table below.

FY 2016 RSA RATE ADJ.	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Sewer Rate Adjustment	**5.00%**	**5.00%**	**3.00%**	**3.00%**	**3.00%**
Avg. Res. Bill (5,000 GAL)	**$29.99**	**$31.49**	**$32.42**	**$33.41**	**$34.41**
Monthly Increase / Yr.	**$1.42**	**$1.50**	**$0.93**	**$0.99**	**$1.00**

Schedule 6 in Appendix B presents a summary of the complete multi-year financial results of the FY 2016 RSA for the Local Sewer Enterprise Fund and identifies the level of projected sewer rate revenue increase requirements for FY 2015 – FY 2025.

E.2.3 Regional Sewer System

The Regional Sewer Enterprise Fund was established to separately track the revenues, operating expenses, and capital expenses associated with the transfer, treatment, and disposal of the wastewater of several different utilities. A group of utilities (Lake Worth, Palm Springs, Lantana, Lake Clarke Shores, Atlantis, South Palm Beach, Manalapan, and Palm Beach Community College) send their wastewater to the East Central Regional Water Reclamation Facility (ECRWRF) via City-owned bulk collection facilities. As a result of this configuration, the City's Regional Sewer Enterprise Fund expenditures can be categorized into two general categories; regional expenses (i.e. costs for the ECRWRF) and sub-regional expenses (i.e. costs for the City's bulk collection facilities).

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The FY 2009 Rate Study calculated a single rate per thousand gallons intended to recover all of these cost components on an annual basis. However, during the FY 2010 RSA, it was determined that a more equitable rate structure would be to annually "pass-through" or directly assigns the amount of certain expenses including 1) state revolving fund loan/revenue bond debt service charges from the ECRWRF, 2) renewal & replacement (R&R) charges from the ECRWRF, and 3) sub-regional renewal and replacement requirements. The remaining expenses for this enterprise fund (i.e. the regional and sub-regional O&M expenses), would then be recovered in a single rate per thousand gallons.

While the ECRWRF debt service and R&R charges as well as the sub-regional R&R charges were not billed as a cost per thousand gallons (as the annual charges will be "passed through" or directly assigned to each customer regardless of flow), they were converted to a cost per thousand gallons for comparative purposes.

As indicated previously, both the FY 2009 Rate Study and FY 2010 RSA calculated Regional Sewer Enterprise Fund rates that were based upon each member paying its allocated share of each category of expense. However, certain members had not been paying their full cost allocation resulting in significant revenue shortfalls to the Regional Sewer Enterprise Fund. Given the impacts of these revenue shortfalls, and the earliest timeframe within which the City could reasonably expect to potentially achieve full collection, the FY 2011 RSA identified higher O&M rate requirements in FY 2012 & FY 2013 than was previously forecast.

While the FY 2011 RSA identified a 25% increase to the O&M rate in FY 2013, the FY 2012 RSA had determined that the O&M rate increase for FY 2013 could be reduced to 15% resulting.

The FY 2016 RSA identifies annual rate adjustments which recover expected annual inflationary adjustments to operating and maintenance expenses. The five-year rate adjustment plan developed in the FY 2016 RSA is presented in the table below.

FY 2016 RSA RATE ADJ.	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Regional Sewer Rate Adjustment	**3.00%**	**0.00%**	**2.00%**	**3.00%**	**3.00%**

Schedule 6 of Appendix C presents a summary of the complete multi-year financial results

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for the Regional Sewer Enterprise Fund and identifies the future O&M rate adjustment requirements beginning in FY 2015.

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SECTION 1. INTRODUCTION

Burton & Associates has conducted a Revenue Sufficiency Analysis Update (FY 2016 RSA) for the City of Lake Worth Water, Local Sewer, and Regional Sewer Enterprise Funds (Utility). The following sections of this report describe in detail the assumptions, procedures, results, and the conclusions and recommendations of the FY 2016 RSA.

1.1 BACKGROUND

In FY 2009, the Utility engaged Burton & Associates to perform a rate study in response to financial challenges stemming from substantial increases in key operating costs, increasing wholesale expenses, water demand reductions due to the economy, water use restrictions and reductions in future available groundwater. The FY 2009 Rate Study analyzed 1) the sufficiency of the revenue provided by the Utility's current rates, 2) the adequacy of the structure or design of the Utility's rates, and 3) the level of the Utility's impact fees and miscellaneous service charges.

A key component of the FY 2009 Rate Study was the identification of new rates for FY 2009 and development of multi-year plans of future rate adjustments for the City's Water, Local Sewer, and Regional Sewer Enterprise Funds. Upon completion of the FY 2009 Rate Study, the City adopted by resolution a schedule of rates (inclusive of annual rate adjustments) from FY 2009 through FY 2013 for the Water and Local Sewer Enterprise Funds. The adopted rate revenue adjustments for FY 2009 through FY 2013 are presented below.

FY 2009 RATE ADJ.	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
Water	**13.25%**	**13.25%**	**13.25%**	**13.25%**	**13.25%**
Sewer	**9.75%**	**9.00%**	**9.00%**	**9.00%**	**9.00%**

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At the conclusion of the FY 2009 Rate Study, the City committed to performing annual updates to evaluate the adequacy of the revenues to be provided by the adopted rates for the Water, Local Sewer, and Regional Sewer Enterprise Funds. Doing so allows for the incorporation of updated revenue and expense information as well as changes in economic conditions, water consumption, water-use restrictions, regulatory requirements, and other factors into the financial management plan of the Utility so that any necessary adjustments to the current approved rates and/or schedule of future rates could be made.

As such, the City retained Burton & Associates to perform an update to the revenue sufficiency analysis component of the FY 2009 Rate Study in FY 2010 (FY 2010 RSA), FY 2011 (FY 2011 RSA), FY 2012 (FY 2012 RSA), FY 2013 (FY 2013 RSA), and FY 2014 (FY 2015 RSA[4]). The FY 2010 RSA resulted in 1) a 2.25% reduction to the approved level of annual water rate increases for FY 2011 – FY 2013 due to savings on the reverse osmosis facility and associated interim water purchase costs, 2) confirmation of the adequacy of the approved annual sewer rate increases for FY 2011 – FY 2013, and 3) a new Regional Sewer Enterprise Fund rate structure for FY 2010 that included pass-through rate components for debt and renewal and replacement costs and the determination of an operations and maintenance (O&M) rate for all remaining cost requirements. The five-year retail rate adjustment plans developed in the FY 2010 RSA are presented in the table below. The City Commission adopted the identified adjustments for FY 2011 through FY 2013 only.

FY 2010 RSA RATE ADJ.	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
Water	**11.00%**	**11.00%**	**11.00%**	**4.00%**	**4.00%**
Sewer	**9.00%**	**9.00%**	**9.00%**	**5.00%**	**5.00%**

The FY 2011 RSA resulted in 1) a 5.75% reduction to the approved level of annual water rate increases for FY 2012 – FY 2013 due to deferred timing for future RO capacity

[4]All studies have been conducted annually, however the FY 2015 RSA reflects a change in title/labeling of the study requested by City Staff to reflect the upcoming budget year instead of the year in which the analysis was conducted.

expansions and reduced forecast for operating costs due to reduced demands, 2) regional sewer O&M rate increases of 30% and 25% for FY 2012 and FY 2013, respectively, due to the impacts of non-payment by certain members, and 3) a corresponding 4.0% increase to the approved level of annual local sewer rate increases for FY 2012 and FY 2013 due to the substantial regional sewer O&M rate adjustments during that time period. The five-year retail rate adjustment plans developed in the FY 2011 RSA are presented below. The City Commission adopted the identified increases for FY 2012 and FY 2013 only.

FY 2011 RSA RATE ADJ.	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Water	**5.25%**	**5.25%**	**5.25%**	**5.25%**	**5.25%**
Sewer	**13.00%**	**13.00%**	**2.50%**	**2.50%**	**2.50%**

The FY 2012 RSA resulted in 1) no rate increase requirements for the Water System in FY 2013 or FY 2014 due to a significantly lower multi-year capital improvement program and slightly lower operating costs as compared to previous projections, 2) a substantial reduction to the amount of increase in the FY 2013 O&M rate for the Regional Sewer System due to lower operating expenses, and 3) no rate increase requirements for the retail sewer rates in FY 2013 through FY 2017 due to lower projections of regional sewer operating expenses, a significantly reduced capital improvement plan, and lower interest rates on the variable rate debt. The five-year retail rate adjustment plans developed in the FY 2012 RSA are presented in the following table. The City Commission adopted the rate adjustments identified for FY 2013 only.

FY 2012 RSA RATE ADJ.	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Water	**0.00%**	**0.00%**	**4.50%**	**4.50%**	**4.50%**
Sewer	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**

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The FY 2013 RSA resulted in 1) confirmation of no rate increase for the Water System in FY 2014, and identification of 5.00% annual rate adjustments starting in FY 2015 due to an increase in the multi-year capital improvement program, and 2) an additional[5] 10% rate reduction to the rates for the Local Sewer System for FY 2014 due to the settlement payment of approximately $3.8 million received as a result of the Inter-local Wastewater Service and Wastewater Facilities Cost Sharing Agreement between the City of Lake Worth and the other six members of the Regional Sewer System. The five-year retail rate adjustment plan developed in the FY 2013 RSA is presented in the following table. The City Commission adopted the rate adjustments identified for FY 2014 only.

FY 2013 RSA RATE ADJ.	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Water	**0.00%**	**5.00%**	**5.00%**	**5.00%**	**5.00%**
Sewer	**-10.00%**	**0.00%**	**0.00%**	**5.00%**	**5.00%**

The FY 2015 RSA resulted in 1) 5.00% annual rate adjustments to the Water System starting in FY 2015 in order to provide sufficient funds for the larger multi-year capital improvement program (CIP), and 2) annual rate increases of 8.00% per year to the Local Sewer System through FY 2019 in order to fund the capital needs of the system without the issuance of additional debt. The five-year retail rate adjustment plan developed in the FY 2015 RSA is presented in the following table. The City Commission adopted the rate adjustments identified for FY 2015 – FY 2019.

FY 2015 RSA RATE ADJ.	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Water	**5.00%**	**5.00%**	**5.00%**	**5.00%**	**5.00%**
Sewer	**8.00%**	**8.00%**	**8.00%**	**8.00%**	**8.00%**

In FY 2015, the City has once again asked Burton & Associates to evaluate the adequacy of the revenues to be provided by the current rates for the Water, Local Sewer, and

[5] As a result of the settlement, the City immediately executed a retail sewer rate reduction of 10.00% in April of 2013 prior to the completion of the FY 2013 RSA.

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Regional Sewer Enterprise Funds in light of updated revenue and expense information as well as changes in economic conditions, water consumption, regulatory requirements and the city-wide comprehensive improvement plan (Lake Worth 2020) so that any necessary adjustments to the current rates and projections of future rate increase requirements can be made.

1.2 PROCESS & OBJECTIVES

In order to measure the adequacy of the Utility's revenues over a multi-year projection period, we utilized our proprietary FAMS-XL© model to project the performance of the Utility from FY 2015 - FY 2025 for its Water, Local Sewer, and Regional Sewer Enterprise Funds. A separate model was developed for each enterprise fund to isolate the specific cost requirements and issues affecting each fund. We thoroughly discussed the base data, key assumptions, and core issues of the Utility for each of these enterprise funds with City staff. Once the underlying information was finalized, we measured the sufficiency of the revenues provided by the current rates versus annual projected cost requirements and determined plans of annual rate revenue adjustments that would be necessary to meet the Utility's cost requirements over the projection period.

In addition to developing multi-year rate adjustment plans, the FY 2016 RSA also included a detailed residential water and sewer rate survey that compares the Utility's FY 2016 monthly water and sewer bill for typical users to those of various other local and comparable utility systems.

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SECTION 2. WATER SYSTEM

2.1 DESCRIPTION

One of the key challenges facing the Water Enterprise Fund had been the funding of the reverse osmosis water treatment facility (RO Plant) that was needed to meet current and future potable water supply requirements as the Utility's withdrawals from the Floridian Aquifer were expected to be reduced per its consumptive use permit.

Per the FY 2009 Rate Study, the City adopted a five-year plan of water rate increases of 13.25% per year from FY 2009 – FY 2013, reflecting the most conservative assumptions regarding the magnitude of capital and operating expenses associated with the construction of the RO Plant and interim water purchase requirements from Palm Beach County (PBC). As part of the FY 2010 RSA, the City Commission adopted a revised plan of 11.00% annual rate revenue increases for FY 2011 - FY 2013 that reflected updated operating and capital expenditure requirements for the RO Plant and interim water purchases that were slightly lower than projected in the FY 2009 Rate Study. Moreover, as part of the FY 2011 RSA, the ability to fund the deep injection wells of the RO Plant from reserves instead of borrowing combined with lower operating and other capital requirements allowed for a revised plan of 5.25% rate increases in FY 2012 and FY 2013. In the FY 2012 RSA a lower multi-year capital improvement program and slightly lower operating costs as compared to previous projections allowed the Water System to forego a rate adjustment for FY 2013 and FY 2014, while identifying an annual 4.50% rate increase requirement in FY 2015 and each fiscal year thereafter. In the FY 2013 RSA, no rate adjustment was identified for FY 2014, and 5.00% annual rate adjustments were identified starting in FY 2015 in order to provide sufficient funds for the larger multi-year capital improvement program (CIP). The FY 2015 RSA confirmed annual rate increases of 5.00% per year beginning in FY 2015 through FY 2019 but was predicated upon the issuance of approximately $14 million in FY 2016 revenue bonds to fund a substantial portion of its near-term capital needs.

The five-year rate adjustments proposed by the FY 2015 RSA have been reduced in the FY 2016 RSA because the City was able to secure SRF funding for the 2" water main

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replacement projects rather than rely on funding from a revenue bond, which had been the assumed strategy in the FY 2015 RSA. The SRF loan offered a 30 year financing with substantially lower interest rates. As a result, total debt service expenses of the system decreased, allowing for a reduction to rate adjustments.

2.2 ASSUMPTIONS

We communicated with City staff regarding the following base data, assumptions, and parameters utilized in the FY 2016 RSA for the Water System:

Beginning Fund Balances – City staff provided account balance data via FY 2014 Year End Trial Balances and a FY 2014 Draft CAFR, which were used to establish the beginning FY 2015 balances for each of the various funds for this system. It is important to note that funds reserved or encumbered for specific capital projects were included in the beginning fund balances available for capital projects in FY 2015 and the associated costs were included in the CIP in FY 2015.

Revenues – The revenues for the system consist of retail rate revenue, interest income, impact fee revenue, and other minor revenue from miscellaneous service charges. Rate revenue is based upon estimated FY 2015 results[1], adjusted annually to reflect additional revenue generated from rate increases and assumed customer growth. All other non-rate revenues were based upon the FY 2016 Proposed Budget and escalated annually based upon discussions with City staff, excluding water impact fee revenue (which was calculated annually based upon the number of connections) and interest earnings (which was calculated based upon projected average fund balances and assumed interest rates).

Operating Expenditure Requirements – The operating expenditure requirements are based upon the FY 2016 Proposed Budget, and include all operating and maintenance expenses, debt service requirements, inter-fund transfers, and minor capital. After FY

[1] FY 2015 revenues reflect FY 2014 actual revenues adjusted for FY 2015 assumed customer and consumption growth and 5.00% rate increase effective October 1, 2014

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2016, expenditures were projected based upon assumed cost escalation factors for individual expense categories, with the exception of debt service expenses, which reflect the specific repayments schedules for each respective financing.

Cost Escalation – Annual cost escalation factors for the various types of operating and maintenance expenses were provided by City staff and applied in each year of the projection period beginning in FY 2016.

Borrowing Assumptions – The FY 2016 RSA assumes SRF borrowing of $15.98 million in FY 2016 through FY 2020. The parameters used in the RSA were provided by the City's Financial Advisor (PFM) as shown below:

- Term: 30 Years
- Loan Service fee: 2.00%
- Rates Interest Rate of 1.25% in FY 2016, steady increase by 0.25% annually until ceiling of 2.00% in FY 2019 and FY 2020

Debt Service and Coverage – The enterprise fund has a covenant to maintain net revenues (gross revenues minus operating expenses) that are at least 1.20 times greater than the annual debt service expense (i.e. the annual principal and interest payments).

It is important to note that this coverage amount is a minimum requirement. To the extent the Utility is unable to meet this requirement it could be found in technical default resulting in the Utility having its credit rating downgraded, which would affect the interest rate and terms of future financing initiatives. As a policy decision, utilities often measure revenue sufficiency and set rates based upon a higher coverage level so as to ensure compliance with these covenants in the event future projections of revenue and expenses do not occur as predicted. As such, given current economic conditions and our recent experience with municipal rating agencies, we have used a debt service coverage target of 1.50 on senior lien debt service during the projection period to ensure that the Utility can access credit markets at the most favorable terms in the future.

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Price Elasticity – This adjustment is incorporated into the FY 2016 RSA to reflect that as rates increase, discretionary water consumption will likely decline. Therefore, in order to generate sufficient revenue, projected rate increases will have to be adjusted to reflect a smaller revenue base to which they will be applied, thus causing the projected rate increases to be larger. The price elasticity adjustment reduces consumption-based revenues by the product of the annual rate increase and the annual assumed elasticity coefficient. In each year of the projection period, the price elasticity coefficient is 0.10, which means that for every 10% increase in price, the FY 2016 RSA reflects a 1% reduction in water consumption.

Growth – Per discussion with City staff, the FY 2016 RSA assumes approximately 1.38% growth in accounts in FY 2016, 0.81% in FY 2017, 0.86% and FY 2018, 0.46% in FY 2019, and 0.51% FY 2020, and steady growth that escalates to about 0.70% by FY 2025. Schedule 1 of Appendix A includes the specific annual growth assumptions included in the FY 2016 RSA.

Minimum Revenue/Operating Fund Reserve – The revenue or operating fund is the primary fund for the system and fluctuates based upon monthly cash flow. Utilities typically establish a target reserve balance for this fund in order to provide the ability to withstand cash-flow fluctuations. There can be a significant length of time between when a system provides a service and when a customer may pay for that service. In addition to timing, the volume of cash flow for utilities can be substantially affected by weather and seasonal demand patterns.

The financial management plan presented in this report assumes that the Water System will maintain a minimum fund balance in its operating fund equal to at least four (4) months of annual operations and maintenance expenses plus transfers to the general fund. This level of reserve is consistent with 1) our industry experience for similar systems, 2) the findings of reserve studies conducted by the American Water Works Association (AWWA), and 3) a "strong" level of reserves for a municipal utility system per the evaluation criteria published by the municipal utility ratings agency, Standard & Poor's.

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Capital Projects Funding – The CIP was provided by City staff through FY 2020. Unspecified future capital projects were forecasted for the remainder of the projection period based upon estimates discussed with and reviewed by City staff. It is important to note that only the $15.98 million cost for the 2" water main replacement program is to be funded through the issuance of SRF debt. The remainder of the CIP is expected to be funded without the issuance of additional debt.

Renewal & Replacement Funding – Most water utility systems have a separate fund that is dedicated to renew, repair, or replace system assets that have become worn out or obsolete. These utilities will prepare an annual budget for renewal and replacement (R&R) expenditures and then determine how much operating revenue needs to be transferred to a Renewal & Replacement fund in order to fund current year budgeted expenditure requirements and to maintain a minimum reserve in this fund.

The forecast for the Water System reflects the use of the Renewal & Replacement fund for the funding of annual renewal, repair, and/or replacement of capital infrastructure (the source of funds is provided from annual transfers from operations) and maintains a minimum fund balance in the reserve equal to the greater of $1,000,000 or 15% of the succeeding five year CIP. The annual sources and uses of funds as well as beginning and ending reserves for this fund can be seen in detail on Schedule 9 of Appendix A.

Casino Beach District Reimbursement – The 2016 RSA includes annual reimbursements of $255,000 a year starting in FY 2015 until the $4 million of funds loaned internally within the City for improvements in the District are repaid in full.

2.3 RESULTS

The five-year rate adjustments proposed by the FY 2015 RSA have been reduced in the FY 2016 RSA because the City was able to secure SRF funding for the 2" water main replacement projects rather than rely on funding from a revenue bond, which had been the assumed strategy in the FY 2015 RSA. The SRF loan offered a 30 year financing with substantially lower interest rates. As a result, total debt service expenses of the system decreased, allowing for a reduction to rate adjustments. The table below shows the

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proposed rate adjustments from the prior RSA, as well as the proposed plan based upon the 2016 RSA.

Plans of Water Rate Revenue Increases From FY 2016 – FY 2020 By Analysis

	FY 16	FY 17	FY 18	FY 19	FY 20
Effective Date	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019
FY 2015 RSA	5.00%	5.00%	5.00%	5.00%	5.00%
FY 2016 RSA	**3.50%**	**3.50%**	**3.00%**	**3.00%**	**3.00%**

Schedule 6 in Appendix A presents a summary of the complete multi-year financial results of the current FY 2016 RSA for the Water Enterprise Fund and identifies the level of projected future water rate revenue increase requirements for FY 2015 – FY 2025.

Rate Survey Results – As part of the FY 2016 RSA, we performed a comparative survey of other utilities' individually metered single-unit residential water and sewer rates in the City's surrounding area. This survey included monthly residential water and sewer bill calculations based upon the rates in effect for each community's service area in FY 2016.

When we analyzed the City's detailed historical billing records for single family customers, we determined that the median monthly usage is 5,000 gallons. However, in order to capture a variety of typical residential customers, we performed the residential rate survey for 3,000, 4,000, 5,000, 6,000, and 7,000 gallons of monthly usage.

The results of the survey indicate that the City currently has a monthly bill that is in line with the average of the utilities surveyed for residential customers at each level of usage shown. Detailed graphs showing the results of each bill comparison are included in Appendix D.

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2.4 CONCLUSIONS

We have reached the following conclusions regarding the sufficiency of the current water rates over the projection period:

- Annual rate adjustments of 3.50% starting in FY 2016 through FY 2017 and modest annual rate adjustments of 3.00% for the remainder of the projection period would allow the Water System to meet the current projection of its future cost requirements through FY 2025.

- The level of annual rate increases identified herein for FY 2016 and beyond is less than the average annual increase in the US CPI Water and Sewerage Maintenance Series (6% over the past ten years), which measures the average annual change in the cost of water and sewer service to households across the country.

2.5 RECOMMENDATIONS

Based upon the analysis presented herein and the conclusions presented in the prior subsection, we recommend the following:

- The City should consider adopting a future annual water rate indexing policy that would be equal to the greater of the annual change in the US CPI Water and Sewerage Maintenance Series or 3.50% starting in FY 2016.

- The City should continue to update this analysis on an annual basis to evaluate the adequacy of its revenues and plan of annual water rate increases. Doing so will allow for the incorporation of updated revenue and expense information and changes in economic conditions so that any necessary adjustments to planned rate increases can be made to allow the Water System to meet its requirements during the projection period and minimize rate impacts to customers from future events which occur differently than currently projected.

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SECTION 3. LOCAL SEWER SYSTEM

3.1 DESCRIPTION

Historically, this enterprise fund has faced significant challenges related to the disproportionate burden of wholesale costs from the Regional Sewer Enterprise Fund. For instance, this enterprise fund issued debt for the funding of needed improvements on behalf of the Regional Sewer Enterprise Fund, but did not receive any funds from the Regional Enterprise Fund to cover the annual debt service payment requirements.

As a result, the FY 2009 Rate Study identified, and FY 2010 RSA confirmed, annual retail sewer rate revenue increase requirements of approximately 9.00% per year for FY 2009 – FY 2013. It is important to note that these studies were prepared based upon a Regional Sewer Enterprise Fund rate structure that assumed all members or customers would pay their full amount of allocated annual expenses.

However, until FY 2013, certain members or customers of the City's Regional Sewer System had not been contributing their full allocated amount of annual expenses. The resulting revenue shortfalls in the Regional Sewer Fund required significant local sewer rate adjustments until collection of historical and current non-payments occurred. As such, the FY 2011 RSA for the Local Sewer Enterprise Fund began reflecting significantly higher wholesale expenses from the Regional Sewer Enterprise Fund due to the impacts of non-collection, which resulted in a revised plan of retail sewer rate adjustments for FY 2012 and FY 2013 of 13.00% per year.

While certain members or customers of the Regional Sewer Enterprise Fund continued to not contribute their full allocation of costs, the FY 2012 RSA for the Local Sewer Enterprise Fund reflected slightly lower Regional Sewer System operating expense projections, significantly reduced capital improvement plan, and lower interest rates on its variable rate debt. As a result, the Local Sewer System was expected to meet all operating, capital, and debt requirements without a rate increase in FY 2013.

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In 2013, the Inter-local Wastewater Service and Wastewater Facilities Cost Sharing Agreement was reached between the City of Lake Worth and the other six members of the Regional Sewer System. Per the agreement, the City was reimbursed approximately $3.8 million during FY 2013 and received the pledge of full annual cost sharing for the cost requirements of the Regional Sewer System from all members going forward. The City used the majority of the settlement proceeds to retire the debt previously issued by the Local Sewer System on behalf of the Regional Sewer System, resulting in an annual expense savings of over $300,000 a year.

As a result of the settlement, the City was immediately able to execute a retail sewer rate reduction of 10.00% in April of 2013 prior to completion of the FY 2013 RSA. The FY 2013 RSA concluded that an additional 10.00% rate reduction could occur in FY 2014, without requiring any rate adjustments in FY 2015 and FY 2016. Beginning in FY 2017, the FY 2013 RSA identified an annual rate adjustment of 5.00% per year to provide sufficient funds to meet the ongoing cost requirements of the system.

The FY 2015 RSA identified an annual rate increase of 8.00% per year through FY 2017, then an annual rate increase of 3.00% thereafter in order to fund the capital needs of the system without the issuance of additional debt. However, due to decreases in the most up to date CIP and refinement of cost projections of the regional system expense, the FY 2016 RSA identifies a reduction the approved rate adjustments identified in the FY 2015 RSA.

3.2 ASSUMPTIONS

We communicated with City staff regarding the following base data, assumptions, and parameters utilized in the FY 2016 RSA for the Local Sewer System:

Beginning Fund Balances – City staff provided account balance data via FY 2014 Year End Trial Balances and a FY 2014 Draft CAFR, which were used to establish the beginning FY 2015 balances for each of the various funds for this system. It is important to note that funds reserved or encumbered for specific capital projects were included in the beginning fund balances available for capital projects in FY 2015 and the associated capital project costs were included in the CIP in FY 2015.

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Revenues – The revenues for the system consist of retail rate revenue, interest income, impact fee revenue, and other minor revenue from miscellaneous service charges. Rate revenue is based upon estimated FY 2015 results[6], adjusted annually to reflect additional revenue generated from rate increases and assumed customer growth. All other non-rate revenues were based upon estimated FY 2015 results and escalated annually based upon discussions with City staff, excluding sewer impact fee revenue (which was calculated annually based upon the number of connections) and interest earnings (which was calculated based upon projected average fund balances and assumed interest rates).

Operating Expenditure Requirements – The revenue requirements are based upon the FY 2016 Proposed Budget, and include all operating and maintenance expenses, debt service requirements, inter-fund transfers, and minor capital. After FY 2015, expenditures were projected based upon assumed cost escalation factors for individual expense categories, with the exception of debt service expenses, which reflect the specific repayments schedules for each respective financing.

Cost Escalation – Annual cost escalation factors for the various types of operating and maintenance expenses were provided by City staff and applied in each year of the projection period beginning in FY 2016.

Borrowing Assumptions – No additional debt is anticipated for the Local Sewer Enterprise Fund.

Price Elasticity – Price elasticity of demand is incorporated into the FY 2016 RSA in order to reflect that as rates increase, discretionary water consumption (and therefore billed sewer usage) will likely decline. Therefore, in order to generate sufficient revenue, projected rate increases will have to be adjusted to reflect a smaller revenue base to which they will be applied, thus causing the projected rate increases to be larger. The price elasticity adjustment reduces consumption-based revenues by the product of the annual rate increase and the annual assumed elasticity coefficient. In each year of the

[6] FY 2015 revenues reflect FY 2014 actual revenues adjusted for FY 2015 assumed customer and consumption growth and 8.00% rate increase effective October 1, 2014

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projection period, the price elasticity coefficient is 0.10, which means that for every 10% increase in price, the FY 2016 RSA reflects a 1% reduction in water consumption (and corresponding billed sewer volumes).

Growth – Per discussion with City staff, the FY 2016 RSA assumes approximately 1.79% growth in accounts in FY 2015, 1.5% in FY 2016, 0.88% in FY 2017, 0.93% and FY 2018, 0.50% in FY 2019, and 0.55% FY 2020, and steady annual growth that escalates to about 0.76% by FY 2025. Schedule 1 of Appendix B includes the specific annual growth assumptions included in the FY 2016 RSA.

Minimum Revenue/Operating Fund Reserve – The revenue or operating fund is the primary fund for the system and fluctuates based upon monthly cash flow. Utilities typically establish a target reserve balance for this fund in order to provide the ability to withstand cash-flow fluctuations. There can be a significant length of time between when a system provides a service and when a customer may pay for that service. In addition to timing, the volume of cash flow for utilities can be substantially affected by weather and seasonal demand patterns.

The financial management plan presented in this report assumes that the Local Sewer System will maintain a minimum fund balance in its operating fund equal to at least four (4) months of annual operations and maintenance expenses plus transfers to the general fund. This level of reserve is consistent with 1) our industry experience for similar systems, 2) the findings of reserve studies conducted by the American Water Works Association (AWWA), and 3) a "strong" level of reserves for a municipal utility system per the evaluation criteria published by the municipal utility ratings agency, Standard & Poor's.

Capital Projects Funding – The CIP was provided by City staff through FY 2020. Beginning in FY 2020, unspecified future capital projects were forecasted for the remainder of the projection period based upon estimates reviewed with City staff. It is important to note that the CIP is expected to be funded without the issuance of debt.

Renewal & Replacement Funding – Most sewer utility systems have a separate fund that is dedicated to renew, repair, or replace system assets that have become worn out or

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obsolete. These utilities will prepare an annual budget for renewal and replacement (R&R) expenditures and then determine how much operating revenue needs to be transferred to a Renewal & Replacement fund in order to fund current year budgeted expenditure requirements and to maintain a minimum reserve in this fund.

The forecast for the Local Sewer System reflects the use of the Renewal & Replacement fund for the funding of annual renewal, repair, and/or replacement of infrastructure (the source of funds is provided from annual transfers from operations) and maintains a minimum fund balance in the reserve equal to the greater of $1,000,000 or 15% of the succeeding five year CIP. The annual sources and uses of funds as well as beginning and ending reserves for this fund can be seen in detail on Schedule 9 of Appendix B.

3.3 RESULTS

The FY 2015 RSA identified an annual rate increase of 8.00% per year through FY 2017, then an annual rate increase of 3.00% thereafter in order to fund the capital needs of the system without the issuance of additional debt. However, due to decreases in most up to date CIP and refinement of cost projections of the regional system expense, the FY 2016 RSA identifies a reduction the approved rate adjustments identified in the FY 2015 RSA. The table below shows the proposed rate adjustments from the prior RSA, as well as the proposed plan based upon the 2016 RSA.

Plans of Local Sewer System Rate Revenue Increases From FY 2016 – FY 2020 By Analysis

	FY 16	FY 17	FY 18	FY 19	FY 20
Effective Date	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019
FY 2015 RSA	8.00%	8.00%	8.00%	8.00%	8.00%
FY 2016 RSA	**5.00%**	**5.00%**	**3.00%**	**3.00%**	**3.00%**

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Schedule 6 in Appendix B presents a summary of the complete multi-year financial results of the current FY 2015 RSA for the Local Sewer Enterprise Fund and identifies the current level of projected future sewer rate revenue increase requirements for FY 2015 through FY 2024.

Rate Survey Results – As part of the FY 2016 RSA, we performed a comparative survey of other utilities' individually metered single-unit residential water and sewer rates in the

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City's surrounding area. This survey included monthly residential water and sewer bill calculations based upon the rates in effect for each community's service area in FY 2016.

When we analyzed the City's detailed historical billing records for single family customers, we determined that the median monthly usage is 5,000 gallons. However, in order to capture a variety of typical residential customers, we performed the residential rate survey for 3,000, 4,000, 5,000, 6,000, and 7,000 gallons of monthly usage.

The results of the survey indicate that the City currently has a monthly bill that is in line with the average of the utilities surveyed at each level of usage shown. Detailed graphs showing the results of the bill comparisons are included in Appendix D.

3.4 CONCLUSIONS

We have reached the following conclusions regarding the sufficiency of the City's retail sewer rates over the projection period:

- Annual rate adjustments of 5 .00% starting in FY 2016 through FY 2017 and modest annual rate adjustments of 3.00% for the remainder of the projection period would allow the Local Sewer System to meet the current projection of its future cost requirements through FY 2025.

- The level of rate increases identified for FY 2015 to FY 2020 is slightly above the average annual increase in the US CPI Water and Sewerage Maintenance Series (6% over the past ten years), which measures the average annual change in the cost of water and sewer service to households across the country.

3.5 RECOMMENDATIONS

Based upon the analysis presented herein and the conclusions presented in the prior subsection, we recommend the following:

- The City should consider adopting a future annual sewer rate indexing policy that would be equal to the greater of the annual change in the US CPI Water and Sewerage Maintenance Series or 5.00% rate adjustments starting in FY 2016 through FY 2017, and rate adjustments of 3.00% thereafter.

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- The City should continue to update this analysis on an annual basis to evaluate the adequacy of its revenues and plan of annual sewer rate increases. Doing so will allow for the incorporation of updated revenue and expense information and changes in economic conditions so that any necessary adjustments to planned rate increases can be made to allow the Local Sewer System to meet its requirements during the projection period and minimize rate impacts to customers from future events which occur differently than currently projected.

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SECTION 4. REGIONAL SEWER SYSTEM

4.1 DESCRIPTION

The Regional Sewer Enterprise Fund was established to separately track the revenues, operating expenses, and capital expenses associated with the transfer, treatment, and disposal of the wastewater of several different utilities. A group of utilities (Lake Worth, Palm Springs, Lantana, Lake Clarke Shores, Atlantis, South Palm Beach, Manalapan, and Palm Beach Community College) send their wastewater to the East Central Regional Water Reclamation Facility (ECRWRF) via City-owned bulk collection facilities. As a result of this configuration, the City's Regional Sewer Enterprise Fund expenditures can be categorized into two general categories; regional expenses (i.e. costs for the ECRWRF) and sub-regional expenses (i.e. costs for the City's bulk collection facilities).

The FY 2009 Rate Study calculated a single rate per thousand gallons intended to recover all of these cost components on an annual basis. However, during the FY 2010 RSA, it was determined that a more equitable rate structure would be to annually "pass-through" or directly assigns the amount of certain expenses including 1) state revolving fund loan/revenue bond debt service charges from the ECRWRF, 2) renewal & replacement (R&R) charges from the ECRWRF, and 3) sub-regional renewal and replacement requirements. The remaining expenses for this enterprise fund (i.e. the regional and sub-regional O&M expenses), would then be recovered in a single rate per thousand gallons.

As indicated previously, both the FY 2009 Rate Study and FY 2010 RSA calculated Regional Sewer Enterprise Fund rates that were based upon each member paying its allocated share of each category of expense. However, certain members had not been paying their full cost allocation resulting in significant revenue shortfalls to the Regional Sewer Enterprise Fund. Given the impacts of these revenue shortfalls, and the earliest timeframe within which the City could reasonably expect to potentially achieve full collection, the FY 2011 RSA identified higher O&M rate requirements in FY 2012 & FY 2013 than was previously forecast.

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While the FY 2011 RSA identified a 25% increase to the current O&M rate of $2.12 in FY 2013, the FY 2012 RSA indicated that the O&M rate for FY 2013 could be revised.

The FY 2016 RSA identifies annual rate adjustments which recover expected annual inflationary adjustments to operating and maintenance expenses. The rates identified are 3.00% in FY 2016, 0.00% in FY 2017, 2.00% in FY 2018, and an annual rate increase of 3.00% thereafter.

4.2 ASSUMPTIONS

We communicated with City staff regarding the following base data, assumptions, and parameters utilized in the FY 2016 RSA for the Regional Sewer System:

Beginning Fund Balances – City staff provided account balance data via FY 2014 Year End Trial Balances and a FY 2014 Draft CAFR, which were used to establish the beginning FY 2015 balances for each of the various funds for this system. It is important to note that funds reserved or encumbered for specific capital projects were included in the beginning fund balances available for capital projects in FY 2015 and the associated capital project costs were included in the CIP in FY 2015.

Revenues – The revenues for the system consist of retail rate revenue, interest income, and other minor revenue from miscellaneous service charges. Rate revenue is based upon estimated FY 2015 results[7], adjusted annually to reflect additional revenue generated from rate increases and assumed customer growth. All other non-rate revenues were based upon estimated FY 2015 results and escalated annually based upon discussions with City staff excluding interest earnings (which was calculated based upon projected average fund balances and assumed interest rates).

[7] FY 2015 revenues reflect FY 2014 actual revenues adjusted for 2 years average of historical flow growth times current flow rates

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Operating Expenditure Requirements – The operating expenditure requirements are based upon the FY 2016 Proposed Budget, and include all operating and maintenance expenses, debt service requirements, inter-fund transfers, and minor capital. After FY 2015, expenditures were projected based upon assumed cost escalation factors for individual expense categories and information provided by the ECRWRF relative to its capital improvement plans.

Wastewater Flow – The average wastewater volume sent to the Regional Sewer System is estimated to be 8.54 million gallons per day (MGD) in FY 2015, FY 2016 and FY 2017. This wastewater volume is projected to increase by an average of 0.30% annually from FY 2018 – FY 2025 such that by the end of the projection period, the average daily volume is projected to be 8.72 MGD.

Cost Escalation – Annual cost escalation factors for the various types of operating and maintenance expenses were provided by City staff and applied in each year of the projection period beginning in FY 2016.

Minimum Revenue/Operating Fund Reserve – The revenue or operating fund is the primary fund for the system and fluctuates based upon monthly cash flow. Utilities typically establish a target reserve balance for this fund in order to provide the ability to withstand cash-flow fluctuations. There can be a significant length of time between when a system provides a service and when a customer may pay for that service. In addition to timing, the volume of cash flow for utilities can be substantially affected by weather and seasonal demand patterns.

The financial management plan presented in this report assumes that the Regional Sewer System will maintain a minimum fund balance in its operating fund equal to at least four (4) months of annual operations and maintenance expenses plus transfers to the general fund. This level of reserve is consistent with 1) our industry experience for similar systems, 2) the findings of reserve studies conducted by the American Water Works Association (AWWA), and 3) a "strong" level of reserves for a municipal utility system per the evaluation criteria published by the municipal utility ratings

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agency, Standard & Poor's.

Renewal & Replacement Funding – Most sewer utility systems have a separate fund that is dedicated to renew, repair, or replace system assets that have become worn out or obsolete. These utilities will prepare an annual budget for renewal and replacement (R&R) expenditures and then determine how much operating revenue needs to be transferred to a Renewal & Replacement fund in order to fund current year budgeted expenditure requirements and to maintain a minimum reserve in this fund.

The forecast for the Regional Sewer System reflects the use of the Renewal & Replacement fund for the funding of annual renewal, repair, and/or replacement of infrastructure (the source of funds is provided from annual transfers from operations) and maintains a minimum fund balance of $2.292 million throughout the projection period. The annual sources and uses of funds as well as beginning and ending reserves for this fund can be seen in detail on Schedule 9 of Appendix C.

4.3 RESULTS

Based upon the updated financial information and assumptions we have identified the annual effective cost per thousand gallons of the annual O&M rate per thousand gallons. The ECRWRF debt service and R&R charges as well as the sub-regional R&R charges are not billed as a cost per thousand gallons (as the annual charges will be "passed through" or directly assigned to each customer regardless of flow.

While the FY 2011 RSA identified a 25% increase to the current O&M rate of $2.12 in FY 2013, the FY 2012 RSA determined that the O&M rate increase for FY 2013 could be reduced to 15%.

The FY 2016 RSA identifies annual rate adjustments which recover expected annual inflationary adjustments to operating and maintenance expenses. The rates identified are

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3.00% in FY 2016, 0.00% in FY 2017, 2.00% in FY 2018, and an annual rate increase of 3.00% thereafter.

4.4 CONCLUSIONS

We have reached the following conclusions regarding the sufficiency of the City's retail sewer rates over the projection period:

- Annual rate adjustment of 3.00% in FY 2016, 0.00% in FY 2017, 2.00% in FY 2018, and modest annual rate adjustments of 3.00% for the remainder of the projection period would allow the Regional Sewer System to meet the current projection of its future cost requirements through FY 2025.

4.5 RECOMMENDATIONS

Based upon the analysis presented herein and the conclusions presented in the prior subsection, we recommend the following:

- The City should consider adopting a future annual sewer rate indexing policy that would be equal to the greater of the annual change in the US CPI Water and Sewerage Maintenance Series or 3.00% in FY 2016, 0.00% in FY 2017, 2.00% in FY 2018, and rate adjustments of 3.00% thereafter.

- The City should continue to update this analysis on an annual basis to evaluate the adequacy of its revenues and plan of annual sewer rate increases. Doing so will allow for the incorporation of updated revenue and expense information and changes in economic conditions so that any necessary adjustments to planned rate increases can be made to allow the Regional Sewer System to meet its requirements during the projection period and minimize rate impacts to customers from future events which occur differently than currently projected.

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Appendix A – Water System

Supporting Schedules

Schedule 1 contains the assumptions of the FY 2016 RSA

Schedule 2 contains the end of FY 2014 fund balances that serve as the FY 2015 beginning balances of the FY 2016 RSA

Schedule 3 provides a listing of the projects in the CIP utilized in this FY 2016 RSA

Schedule 4 contains a detailed list of all projected cash inflows from FY 2015 - FY 2025

Schedule 5 contains a detailed list of all projected cash outflows from FY 2015 - FY2025

Schedule 6 contains the FAMS-XL© Control Panel that presents a summary of the financial management plan, including annual rate increases, debt service coverage ratios, total CIP spending levels, customer impacts, and fund balances

Schedule 7 presents annual net income, debt service coverage, and cash flow results

Schedule 8 shows the funding sources utilized to pay for the CIP

Schedule 9 presents a fund-level cash flow reconciliation, providing the beginning balance in each year, the amount utilized for project funding or payment of debt service, interest calculations, and the end of year fund balance

Schedule 10 contains the calculation of projected annual long-term borrowing

Schedule 11 contains the calculation of projected annual state revolving fund borrowing

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Assumptions

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Annual Growth:											
Water Growth:											
Equivalent Residential Units (ERUs)	21,715	22,015	22,194	22,384	22,488	22,602	22,726	22,860	23,004	23,158	23,321
Growth in ERUs	350	300	179	190	104	114	124	134	144	154	163
Percent increase in ERUs	N/A	1.38%	0.81%	0.86%	0.46%	0.51%	0.55%	0.59%	0.63%	0.67%	0.70%
% Increase in Water Use	N/A	1.38%	0.81%	0.86%	0.46%	0.51%	0.55%	0.59%	0.63%	0.67%	0.70%
Capital Spending:											
Annual Capital Budget (Current Day $)	$2,869,205	$7,620,158	$7,962,032	$5,523,151	$4,029,070	$3,885,461	$2,250,000	$2,250,000	$2,500,000	$2,500,000	$2,500,000
Annual Percent Executed	100%	100%	100%	100%	150%	160%	100%	100%	100%	100%	100%
Impact Fees:											
Water	$3,416	$3,416	$3,416	$3,416	$3,416	$3,416	$3,416	$3,416	$3,416	$3,416	$3,416
Average Annual Interest Earnings Rate:											
Water Enterprise Fund:	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	2.00%	2.00%	2.00%	2.00%	2.00%
Operating Budget Reserve:											
Target (Number of Months of Reserve)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Operating Budget Execution Percentage:											
Personal Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Operations and Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

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FY2015 Beginning Balances

SOURCE: FY 2014 Year End Trial Balances & FY 2014 Draft CAFR

	Revenue Fund	Renewal & Replacement	Restricted Reserves
CURRENT UNRESTRICTED ASSETS			
Cash and Cash Equivalents	$ 4,126,346	$ -	$ -
Investments	$ 13,067,729	$ -	$ -
Restricted Cash	$ -	$ -	$ 233,593
Accounts Receivable Net	$ 1,607,752	$ -	$ -
Accrued Interest Receivable	$ 31,181	$ -	$ -
Due From Other Funds	$ 167,500	$ -	$ -
Due From Other Governments	$ 30,493	$ -	$ -
Inventories	$ 253,081	$ -	$ -
TOTAL CURRENT ASSETS	**$ 19,284,082**	**$ -**	**$ 233,593**
Less: Accounts & Contracts Payable	$ (565,745)	$ -	$ -
Less: Accrued Liabilities	$ (78,312)	$ -	$ -
Less: Accrued Interest Payable	$ (432,241)	$ -	$ -
Less: Compensated Absences - Current	$ (2,414)	$ -	$ -
Less: Notes Bonds Payable - Current	$ -	$ -	$ -
Less: Revenue Bonds Payable - Current	$ -	$ -	$ -
Less: Notes Payable	$ -	$ -	$ -
Less: Billed Deposits	$ -	$ -	$ -
Less: Accounts & Contracts Payable From Restricted Assets	$ (86,122)	$ -	$ -
Less: Inventories	$ (253,081)	$ -	$ -
FUND BALANCE (ASSETS - LIABILITIES)	**$ 17,866,167**	**$ -**	**$ 233,593**
Plus/(Less): Separation of R&R Fund Balance	$ (250,000)	$ 250,000	$ -
NET UNRESTRICTED FUND BALANCE	**$ 17,616,167**	**$ 250,000**	**$ 233,593**

Fund Summary

FUND TITLE	Balance as of 9/30/2014
Renewal & Replacement	$ 250,000
Revenue Fund	$ 17,616,167
Restricted Reserves	$ 233,593
Total Consolidated Fund Balance	**$ 18,099,760**

Note: Debt Payables are removed from balances as the expense is included in the cash flows for debt service

Schedule 3 – Capital Improvement Plan

Capital Improvement Program

Project Description		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Water Distribution												
8th Ave S Watermain	$	40,000	300,000	-	-	-	-	-	-	-	-	-
WM Replace Lake & Lucerne J, K, L, G, M, FEC	$	50,000	800,000	-	-	-	-	-	-	-	-	-
241 Columbia & Pennsylvania	$	-	100,000	-	-	-	-	-	-	-	-	-
Watermain Replacement (Park of Commerce)	$	-	700,000	-	-	-	-	-	-	-	-	-
Water Treatment												
Reconstruction Well #12	$	-	-	-	-	-	-	-	-	-	-	-
MIT Deep Well 5 Year	$	-	-	-	-	-	-	-	-	-	-	-
Replace Lime Dust Scrubber	$	-	-	-	-	-	-	-	-	-	-	-
Replace HS Pumps #3, 4, 5	$	350,000	-	300,000	-	-	-	-	-	-	-	-
Test Well 18a, 18b	$	50,000	60,000	-	-	-	-	-	-	-	-	-
Slaker #4	$	-	100,000	-	-	-	-	-	-	-	-	-
Structural Repairs, Engineering & Reinspection	$	-	750,000	-	-	-	-	-	-	-	-	-
Flash Mixer structural modifications	$	-	350,000	-	-	-	-	-	-	-	-	-
Clearwell Structural improvements	$	-	70,000	500,000	-	-	-	-	-	-	-	-
New Construction Well #17	$	-	60,000	662,000	-	-	-	-	-	-	-	-
Wash Water Recovery Basin	$	10,000	-	60,000	600,000	-	-	-	-	-	-	-
Raw WM Install Well # 16, 17, 18	$	1,223,205	-	120,000	-	-	-	-	-	-	-	-
Ground Storage Tank Repairs	$	-	200,000	-	-	-	-	-	-	-	-	-
Transfer Pump to GST	$	-	-	60,000	-	-	-	-	-	-	-	-
Membrane Replacement	$	-	-	-	-	250,000	250,000	-	-	-	-	-
Well 9 Generator	$	-	-	-	100,000	-	-	-	-	-	-	-
New Construction Well #18	$	-	-	-	-	60,000	-	-	-	-	-	-
New Construction Well #F-4	$	-	-	-	-	-	80,000	-	-	-	-	-
2" WM Replacement-Design, Survey, SRF Fees	$	373,200	-	-	-	-	-	-	-	-	-	-
2" Watermain Replacement - Construction	$	442,800	-	-	-	-	-	-	-	-	-	-
2" WM Replacement-Design, Survey, SRF Fees(1)	$	-	564,560	564,560	564,560	564,560	564,560	-	-	-	-	-
2" Watermain Replacement - Construction(1)	$	-	2,631,440	2,631,440	2,631,440	2,631,440	2,631,440	-	-	-	-	-
	$	-	-	-	-	-	-	-	-	-	-	-
Unspecified Future Projects - Distribution	$	-	-	-	-	-	-	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000
Unspecified Future Projects -Treatment	$	-	-	-	-	-	-	500,000	500,000	750,000	750,000	750,000
Unspecified Future Projects -Wells	$	-	-	-	-	-	-	-	-	-	-	-
Watermain Replacement (Master Plan Projects)	$	330,000	934,158	3,064,032	1,627,151	523,070	359,461	-	-	-	-	-
Total CIP Budget (in Current Year dollars)	**$**	**2,869,205**	**7,620,158**	**7,962,032**	**5,523,151**	**4,029,070**	**3,885,461**	**2,250,000**	**2,250,000**	**2,500,000**	**2,500,000**	**2,500,000**
Cumulative Projected Cost Escalation		0.0%	0.0%	2.5%	5.1%	7.7%	10.4%	13.1%	16.0%	18.9%	21.8%	24.9%
Resulting CIP Funding Level	**$**	**2,869,205**	**7,620,158**	**8,081,183**	**5,641,836**	**4,093,216**	**3,957,165**	**2,544,750**	**2,610,000**	**2,972,500**	**3,045,000**	**3,122,500**
Annual CIP Execution Percentage		100%	100%	100%	100%	150%	160%	100%	100%	100%	100%	100%
Final CIP Funding Level	**$**	**2,869,205**	**7,620,158**	**8,081,183**	**5,641,836**	**4,541,825**	**4,413,864**	**2,544,750**	**2,610,000**	**2,972,500**	**3,045,000**	**3,122,500**

(1) Cost escalation factor and execution percentage adjustments not applied

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Projection of Cash Inflows

			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
1	**Water Rate Revenue**												
1	402-0000-343.30-10	Base Facility Charges	$ 4,725,059	4,959,310	5,175,036	5,376,287	5,562,949	5,758,454	5,963,237	6,177,756	6,402,491	6,637,942	6,884,331
2	402-0000-343.30-10	Usage Charges	$ 7,991,581	8,348,200	8,677,623	8,985,189	9,271,999	9,572,377	9,886,970	10,216,453	10,561,533	10,922,944	11,301,021
3	**Subtotal**		**$12,716,640**	**13,307,510**	**13,852,659**	**14,361,476**	**14,834,948**	**15,330,830**	**15,850,206**	**16,394,209**	**16,964,023**	**17,560,886**	**18,185,352**
4	**Other Operating Revenue**												
5	402-0000-343.30-50	Service Charge	$ 140,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000
6	402-0000-354.30-00	Tampering Fines	$ 500	-	-	-	-	-	-	-	-	-	-
7	**Subtotal**		**$ 140,500**	**120,000**	**120,000**	**120,000**	**120,000**	**120,000**	**120,000**	**120,000**	**120,000**	**120,000**	**120,000**
8	**Impact Fee Revenue**												
9	402-0000-363.23-00	Water Impact Fees	$ 452,620	555,100	356,118	367,220	129,808	138,348	146,888	155,428	163,968	172,508	178,486
10	**Subtotal**		**$ 452,620**	**555,100**	**356,118**	**367,220**	**129,808**	**138,348**	**146,888**	**155,428**	**163,968**	**172,508**	**178,486**
11	**Non-Operating Revenue**												
12	402-0000-369.90-90	Other	$ 5,812	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
13	402-0000-384.15-00	Casino Reimbursement	$ 255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000
14	**Subtotal**	**Total Non-Operating Revenue**	**$ 260,812**	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000	260,000
15	**Interest Earnings**												
16		Interest Earned on Unrestricted Funds	$ 42,364	71,579	80,988	84,573	99,711	122,934	164,812	161,709	160,009	159,924	157,950
17		Interest Earned on Restricted Funds	$ 65,474	1,168	1,752	2,336	2,920	3,504	4,672	4,672	4,672	4,672	4,672
18	**Subtotal**		**$ 107,838**	**72,747**	**82,740**	**86,909**	**102,631**	**126,438**	**169,484**	**166,381**	**164,681**	**164,596**	**162,622**
19	**Total Cash In**		**$13,678,410**	**$14,315,357**	**$14,671,517**	**$15,195,605**	**$15,447,387**	**$15,975,616**	**$16,546,578**	**$17,096,018**	**$17,672,672**	**$18,277,990**	**$18,906,460**

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Projection of Cash Outflows

	Account Number	Account Title	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
1	**Personal Service Expenses**												
2	402-7022-533.12-10	Regular	$ 990,392	1,226,909	1,263,716	1,301,628	1,340,677	1,380,897	1,422,324	1,464,994	1,508,943	1,554,212	1,600,838
3	402-7022-533.12-20	Leave Payout	$ -	600	615	630	646	662	679	696	713	731	749
4	402-7022-533.14-10	Standard Overtime	$ 78,943	84,240	86,767	89,370	92,051	94,813	97,657	100,587	103,605	106,713	109,914
5	402-7022-533.15-10	Longevity	$ 6,278	8,323	8,573	8,830	9,095	9,368	9,649	9,938	10,236	10,543	10,860
6	402-7022-533.15-30	Other Pays	$ -	965	994	1,024	1,054	1,086	1,119	1,152	1,187	1,222	1,259
7	402-7022-533.21-00	FICA Taxes	$ 79,708	93,601	96,409	99,301	102,280	105,349	108,509	111,764	115,117	118,571	122,128
8	402-7022-533.22-10	Defined Benefit Plan	$ 316,651	381,341	370,045	357,467	348,722	340,420	339,720	344,353	346,340	349,642	353,397
9	402-7022-533.23-00	Life & Health Insurance	$ 149,198	212,563	229,568	247,933	267,768	289,190	312,325	337,311	364,296	393,439	424,914
10	402-7022-533.24-10	Workers' Compensation-Reg	$ 47,332	45,421	47,692	50,077	52,580	55,210	57,970	60,868	63,912	67,108	70,463
11	402-7034-533.12-10	Regular	$ 457,080	484,110	498,633	513,592	529,000	544,870	561,216	578,053	595,394	613,256	631,654
12	402-7034-533.14-10	Standard Overtime	$ 42,057	41,600	42,848	44,133	45,457	46,821	48,226	49,673	51,163	52,698	54,279
13	402-7034-533.15-10	Longevity	$ 2,000	8,712	8,973	9,243	9,520	9,805	10,100	10,403	10,715	11,036	11,367
14	402-7034-533.15-30	Other Pays	$ -	782	805	830	855	880	907	934	962	991	1,020
15	402-7034-533.21-00	FICA Taxes	$ 35,874	38,061	39,203	40,379	41,590	42,838	44,123	45,447	46,810	48,215	49,661
16	402-7034-533.22-10	Defined Benefit Plan	$ 145,486	152,144	147,637	142,619	139,130	135,818	135,539	137,387	138,180	139,497	140,995
17	402-7034-533.23-00	Life & Health Insurance	$ 87,621	99,461	107,418	116,011	125,292	135,316	146,141	157,832	170,459	184,095	198,823
18	402-7034-533.24-10	Workers' Compensation-Reg	$ 23,061	23,105	24,260	25,473	26,747	28,084	29,488	30,963	32,511	34,137	35,843
19	402-7010-533.12-10	Regular	$ 289,887	259,204	266,980	274,990	283,239	291,736	300,488	309,503	318,788	328,352	338,202
20	402-7010-533.14-10	Standard Overtime	$ -	2,550	2,627	2,705	2,786	2,870	2,956	3,045	3,136	3,230	3,327
21	402-7010-533.15-10	Longevity	$ 1,128	1,311	1,350	1,391	1,433	1,476	1,520	1,565	1,612	1,661	1,711
22	402-7010-533.15-30	Other Pays	$ 3,150	3,150	3,245	3,342	3,442	3,545	3,652	3,761	3,874	3,990	4,110
23	402-7010-533.21-00	FICA Taxes	$ 21,847	18,740	19,302	19,881	20,478	21,092	21,725	22,377	23,048	23,739	24,451
24	402-7010-533.22-10	Defined Benefit Plan	$ 79,700	62,703	60,846	58,777	57,340	55,975	55,859	56,621	56,948	57,491	58,108
25	402-7010-533.22-20	401-a Plan	$ 5,250	5,741	5,913	6,091	6,273	6,462	6,655	6,855	7,061	7,273	7,491
26	402-7010-533.23-00	Life & Health Insurance	$ 41,404	33,622	36,312	39,217	42,354	45,742	49,402	53,354	57,622	62,232	67,211
27	402-7010-533.24-10	Workers' Compensation-Reg	$ 4,603	3,596	3,776	3,965	4,163	4,371	4,590	4,819	5,060	5,313	5,579
28	402-7022-533.25-00	Unemployment Compensation	$ -	825	846	867	888	911	933	957	981	1,005	1,030
29	**Personal Service Expenses Total**		**$ 2,908,972**	**3,293,380**	**3,375,353**	**3,459,765**	**3,554,862**	**3,655,606**	**3,773,471**	**3,905,211**	**4,038,672**	**4,180,390**	**4,329,385**
30	**Operations & Maintenance Expenses**												
31	402-7010-533.31-50	Internal IT Support	$ 7,137	7,137	7,315	7,498	7,686	7,878	8,075	8,277	8,484	8,696	8,913
32	402-7010-533.31-90	Other	$ 288,000	245,000	251,125	257,403	263,838	270,434	277,195	284,125	291,228	298,509	305,971
33	402-7010-533.34-50	Other Contractual Service	$ 9,751	10,000	10,250	10,506	10,769	11,038	11,314	11,597	11,887	12,184	12,489
34	402-7021-533.43-10	Water	$ 828	828	857	883	909	936	965	993	1,023	1,054	1,086
36	402-7021-533.43-30	Electricity	$ 125,499	125,499	125,499	125,499	125,499	125,499	125,499	125,499	125,499	125,499	125,499
38	402-7021-533.46-10	Buildings	$ 5,000	15,000	15,375	15,759	16,153	16,557	16,971	17,395	17,830	18,276	18,733
39	402-7021-533.46-21	Equipment-General	$ 32,000	32,000	32,800	33,620	34,461	35,322	36,205	37,110	38,038	38,989	39,964
42	402-7021-533.46-46	Wells	$ 210,000	200,000	205,000	210,125	215,378	220,763	226,282	231,939	237,737	243,681	249,773
45	402-7022-533.31-50	Internal IT Support	$ 37,559	37,559	38,498	39,460	40,447	41,458	42,495	43,557	44,646	45,762	46,906
46	402-7022-533.31-90	Other	$ 60,000	60,000	61,500	63,038	64,613	66,229	67,884	69,582	71,321	73,104	74,932
49	402-7022-533.34-50	Other Contractual Service	$ 249,400	284,400	291,510	298,798	306,268	313,924	321,772	329,817	338,062	346,514	355,177
50	402-7022-533.40-10	Training/Registration	$ 6,404	6,500	6,663	6,829	7,000	7,175	7,354	7,538	7,726	7,920	8,118
52	402-7022-533.41-30	Postage & Freight	$ 5,700	3,000	3,075	3,152	3,231	3,311	3,394	3,479	3,566	3,655	3,747
53	402-7022-533.43-10	Water	$ 255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000
54	402-7022-533.43-30	Electricity	$ 510,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000
57	402-7022-533.45-10	Property/Liability	$ 371,297	371,297	380,579	390,094	399,846	409,842	420,088	430,591	441,355	452,389	463,699
58	402-7022-533.46-21	Equipment-General	$ 65,000	75,000	76,875	78,797	80,767	82,786	84,856	86,977	89,151	91,380	93,665
59	402-7022-533.46-22	Equipment-Garage	$ 19,600	19,600	20,090	20,592	21,107	21,635	22,176	22,730	23,298	23,881	24,478
61	402-7022-533.47-00	Printing & Binding	$ 5,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
63	402-7022-533.49-10	Advertising	$ 3,000	3,000	3,075	3,152	3,231	3,311	3,394	3,479	3,566	3,655	3,747
64	402-7022-533.51-10	Office Supplies	$ 2,500	2,500	2,563	2,627	2,692	2,760	2,829	2,899	2,972	3,046	3,122
65	402-7022-533.52-10	Gas, Lubricants & Oil	$ 26,340	20,000	21,000	22,050	23,153	24,310	25,526	26,802	28,142	29,549	31,027
67	402-7022-533.52-20	Small Tools & Equipment	$ 7,500	8,000	8,200	8,405	8,615	8,831	9,051	9,278	9,509	9,747	9,991
68	402-7022-533.52-30	Chemicals	$ 530,250	541,990	569,090	597,544	627,421	658,792	691,732	726,318	762,634	800,766	840,804
69	402-7022-533.52-40	Uniforms	$ 7,161	7,600	7,790	7,985	8,184	8,389	8,599	8,814	9,034	9,260	9,491
70	402-7022-533.52-60	Lab	$ 45,740	35,000	35,875	36,772	37,691	38,633	39,599	40,589	41,604	42,644	43,710
71	402-7022-533.52-90	Other	$ 64,000	74,000	75,850	77,746	79,690	81,682	83,724	85,817	87,963	90,162	92,416
72	402-7022-533.54-00	Books, Publ, Subsc & Memb	$ 2,296	2,296	2,353	2,412	2,473	2,534	2,598	2,663	2,729	2,797	2,867
75	402-7034-533.31-50	Internal IT Support	$ 27,775	27,775	28,469	29,181	29,911	30,658	31,425	32,210	33,016	33,841	34,687
76	402-7034-533.34-10	Maintenance	$ 58,125	58,125	59,578	61,068	62,594	64,159	65,763	67,407	69,092	70,820	72,590
77	402-7034-533.34-50	Other Contractual Service	$ 20,300	20,400	20,910	21,433	21,969	22,518	23,081	23,658	24,249	24,855	25,477
78	402-7034-533.34-75	Right of Way	$ 7,900	7,900	8,098	8,300	8,507	8,720	8,938	9,162	9,391	9,625	9,866
79	402-7034-533.40-10	Training/Registration	$ 3,355	2,400	2,460	2,522	2,585	2,649	2,715	2,783	2,853	2,924	2,997
80	402-7034-533.41-20	Mobile Radios	$ 1,500	1,500	1,538	1,576	1,615	1,656	1,697	1,740	1,783	1,828	1,873

Projection of Cash Outflows

	Account Number	Account Title	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
81	402-7034-533.41-30	Postage & Freight	$ 941	450	461	473	485	497	509	522	535	548	562
82	402-7034-533.43-10	Water	$ 345	1,200	1,242	1,279	1,318	1,357	1,398	1,440	1,483	1,528	1,573
83	402-7034-533.43-30	Electricity	$ 22,076	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
85	402-7034-533.44-20	Operating/Capital Leasing	$ 16,000	16,000	16,400	16,810	17,230	17,661	18,103	18,555	19,019	19,494	19,982
86	402-7034-533.45-10	Property/Liability	$ 37,465	37,465	38,402	39,362	40,346	41,354	42,388	43,448	44,534	45,647	46,789
87	402-7034-533.46-10	Buildings	$ 1,000	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
88	402-7034-533.46-21	Equipment-General	$ 5,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
89	402-7034-533.46-22	Equipment-Garage	$ 62,100	62,100	63,653	65,244	66,875	68,547	70,260	72,017	73,817	75,663	77,554
90	402-7034-533.46-26	Heavy Equipment	$ 8,100	8,100	8,303	8,510	8,723	8,941	9,164	9,394	9,628	9,869	10,116
91	402-7034-533.46-27	Heavy Equip-ext repair	$ 5,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
92	402-7034-533.46-45	Mains	$ 210,000	160,000	164,000	168,100	172,303	176,610	181,025	185,551	190,190	194,944	199,818
93	402-7034-533.46-47	Hydrants	$ 30,000	60,000	61,500	63,038	64,613	66,229	67,884	69,582	71,321	73,104	74,932
94	402-7034-533.46-90	Other	$ 32	32	33	34	34	35	36	37	38	39	40
95	402-7034-533.47-00	Printing & Binding	$ 750	750	769	788	808	828	849	870	892	914	937
96	402-7034-533.49-10	Advertising	$ 1,000	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
97	402-7034-533.51-10	Office Supplies	$ 3,500	3,500	3,588	3,677	3,769	3,863	3,960	4,059	4,160	4,264	4,371
98	402-7034-533.52-10	Gas, Lubricants & Oil	$ 38,000	38,000	39,900	41,895	43,990	46,189	48,499	50,924	53,470	56,143	58,950
99	402-7034-533.52-20	Small Tools & Equipment	$ 20,000	20,000	20,500	21,013	21,538	22,076	22,628	23,194	23,774	24,368	24,977
100	402-7034-533.52-40	Uniforms	$ 8,240	6,000	6,150	6,304	6,461	6,623	6,788	6,958	7,132	7,310	7,493
101	402-7034-533.54-00	Books, Publ, Subsc & Memb	$ 500	500	513	525	538	552	566	580	594	609	624
107	402-7090-599.58-30	Client Refund Interest Ex	$ 6,877	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
108	402-9010-519.58-70	Bank Charges and Fees	$ 11,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
110	402-9010-533.34-95	Interfund Admins Services	$ 859,841	859,841	879,071	899,007	919,669	932,597	950,029	968,458	987,957	1,008,581	1,030,380
114	402-7010-533.31-10	Legal	$ 225,000	185,000	85,000	87,125	89,303	91,536	93,824	96,170	98,574	101,038	103,564
115	402-7010-533.32-00	Accounting & Auditing	$ 30,000	35,000	35,875	36,772	37,691	38,633	39,599	40,589	41,604	42,644	43,710
116	402-7010-533.40-10	Training/Registration	$ 4,000	4,000	4,100	4,203	4,308	4,415	4,526	4,639	4,755	4,874	4,995
117	402-7010-533.40-20	Lodging/Transportation	$ 3,000	2,000	2,050	2,101	2,154	2,208	2,263	2,319	2,377	2,437	2,498
118	402-7010-533.46-21	Equipment-General	$ 2,000	2,500	2,563	2,627	2,692	2,760	2,829	2,899	2,972	3,046	3,122
119	402-7010-533.46-22	Equipment-Garage	$ 4,900	4,900	5,023	5,148	5,277	5,409	5,544	5,682	5,825	5,970	6,119
120	402-7010-533.47-00	Printing & Binding	$ 3,000	2,500	2,563	2,627	2,692	2,760	2,829	2,899	2,972	3,046	3,122
121	402-7010-533.48-00	Promotional Activities	$ 8,500	13,000	13,325	13,658	14,000	14,350	14,708	15,076	15,453	15,839	16,235
122	402-7010-533.49-10	Advertising	$ 4,500	2,000	2,050	2,101	2,154	2,208	2,263	2,319	2,377	2,437	2,498
123	402-7010-533.51-10	Office Supplies	$ 4,500	7,000	7,175	7,354	7,538	7,727	7,920	8,118	8,321	8,529	8,742
124	402-7010-533.54-00	Books, Publ, Subsc & Memb	$ 1,500	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
125	402-7010-533.56-20	Equipment-Technology	$ 7,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
126	402-7034-533.46-99	Internal Service Fund R&R	$ 80,000	235,000	240,875	246,897	253,069	259,396	265,881	272,528	279,341	286,325	293,483
127	402-9010-581.91-51	To Information Technology	$ 952	-	-	-	-	-	-	-	-	-	-
128	**Operations & Maintenance Expenses Total**		**$ 4,797,536**	**4,967,144**	**4,975,314**	**5,089,279**	**5,207,108**	**5,320,460**	**5,441,695**	**5,567,434**	**5,697,883**	**5,833,237**	**5,973,688**
129	**Capital Outlays**												
130	402-7022-533.62-10	Improvements	$ 75,000	75,000	76,875	78,797	80,767	82,786	84,856	86,977	89,151	91,380	93,665
131	402-7022-533.64-00	Machinery & Equipment	$ 209,700	209,700	214,943	220,316	225,824	231,470	237,256	243,188	249,267	255,499	261,887
132	402-7022-533.64-40	Misc. Equipment	$ 190,000	190,000	194,750	199,619	204,609	209,724	214,968	220,342	225,850	231,497	237,284
133	402-7034-533.46-60	Meters/Lines	$ 209,400	209,400	214,635	220,001	225,501	231,138	236,917	242,840	248,911	255,134	261,512
134	402-7034-533.64-00	Machinery & Equipment	$ 20,239	20,239	20,745	21,264	21,795	22,340	22,899	23,471	24,058	24,659	25,276
135	402-7010-533.64-40	Misc. Equipment	$ 5,000	3,000	3,075	3,152	3,231	3,311	3,394	3,479	3,566	3,655	3,747
136	**Capital Outlays Total**		**$ 709,339**	**707,339**	**725,022**	**743,148**	**761,727**	**780,770**	**800,289**	**820,296**	**840,804**	**861,824**	**883,369**
137	**Transfers Out**												
138		Contribution to General Fund	$ 1,022,788	1,028,571	1,074,201	1,117,813	1,158,518	1,196,396	1,236,066	1,277,616	1,321,137	1,366,722	1,414,471
139		Transfer to R&R	$ 3,619,205	4,424,158	4,885,183	2,445,836	1,345,825	1,217,864	1,908,563	1,957,500	2,229,375	2,283,750	2,930,060
140	**Transfers Out Total**		**$ 4,641,993**	**5,452,729**	**5,959,384**	**3,563,648**	**2,504,343**	**2,414,260**	**3,144,629**	**3,235,116**	**3,550,512**	**3,650,472**	**4,344,531**
141	**Debt Service Payments**												
142		Bank of America Public Capital Series 2013 Loan	$ 2,292,073	2,290,956	2,293,700	2,295,171	2,295,369	2,299,294	2,301,812	2,300,423	2,302,694	2,305,991	2,307,747
143		SRF Revolving $6.5M Loan	$ 436,200	436,200	436,200	436,200	436,200	436,200	436,200	436,200	436,200	436,200	436,200
144		SRF Revolving $450K Loan & 2.549M Principal Forgiven	$ 30,902	30,902	30,902	30,902	30,902	30,902	30,902	30,902	30,902	30,902	30,902
145		New Revenue Bond Borrowing	$ -	-	-	-	-	-	-	-	-	-	-
146		New SRF Borrowing	$ -	-	135,740	276,340	421,895	567,450	713,005	713,005	713,005	713,005	713,005
147	**Debt Service Payments Total**		**$ 2,759,175**	**2,758,058**	**2,896,543**	**3,038,613**	**3,184,367**	**3,333,847**	**3,481,920**	**3,480,531**	**3,482,802**	**3,486,099**	**3,487,855**
148		**Total by Category**											
149		Personal Services	$ 2,908,972	3,293,380	3,375,353	3,459,765	3,554,862	3,655,606	3,773,471	3,905,211	4,038,672	4,180,390	4,329,385
150		Operations and Maintance	$ 4,797,536	4,967,144	4,975,314	5,089,279	5,207,108	5,320,460	5,441,695	5,567,434	5,697,883	5,833,237	5,973,688
151		Capital outlays	$ 709,339	707,339	725,022	743,148	761,727	780,770	800,289	820,296	840,804	861,824	883,369

Projection of Cash Outflows

	Account Number	Account Title	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
152		Transfers Out	$ 4,641,993	5,452,729	5,959,384	3,563,648	2,504,343	2,414,260	3,144,629	3,235,116	3,550,512	3,650,472	4,344,531
153		Debt Service	$ 2,759,175	2,758,058	2,896,543	3,038,613	3,184,367	3,333,847	3,481,920	3,480,531	3,482,802	3,486,099	3,487,855
154													
155		**Category Excution Rates**											
156		Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
157		Operations and Maintance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
158		Capital outlays	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
159		Transfers Out	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
160		Debt Service	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
161													
162		**Total by Category at excution**											
163		Personal Services	$ 2,908,972	3,293,380	3,375,353	3,459,765	3,554,862	3,655,606	3,773,471	3,905,211	4,038,672	4,180,390	4,329,385
164		Operations and Maintance	$ 4,797,536	4,967,144	4,975,314	5,089,279	5,207,108	5,320,460	5,441,695	5,567,434	5,697,883	5,833,237	5,973,688
165		Capital outlays	$ 709,339	707,339	725,022	743,148	761,727	780,770	800,289	820,296	840,804	861,824	883,369
166		Transfers Out	$ 4,641,993	5,452,729	5,959,384	3,563,648	2,504,343	2,414,260	3,144,629	3,235,116	3,550,512	3,650,472	4,344,531
167		Debt Service	$ 2,759,175	2,758,058	2,896,543	3,038,613	3,184,367	3,333,847	3,481,920	3,480,531	3,482,802	3,486,099	3,487,855
168													
169		**Total**	**$ 15,817,015**	**$ 17,178,651**	**$ 17,931,616**	**$ 15,894,454**	**$ 15,212,407**	**$ 15,504,943**	**$ 16,642,003**	**$ 17,008,588**	**$ 17,610,673**	**$ 18,012,022**	**$ 19,018,829**

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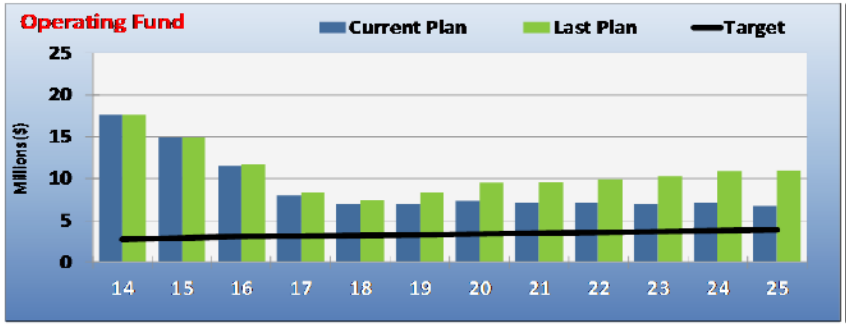
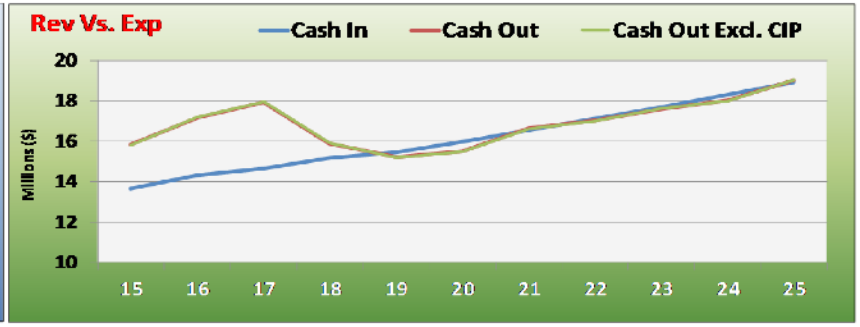
Schedule 6 – FAMS-XL Control Panel

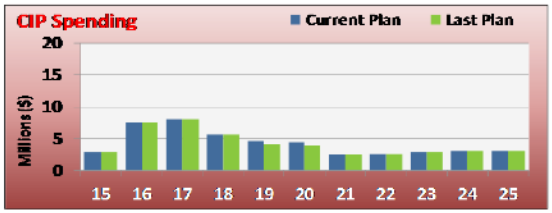
FAMS - Control Panel

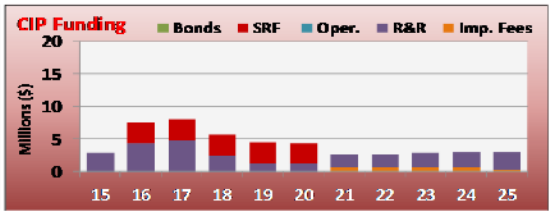
WATER FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS) SUMMARY

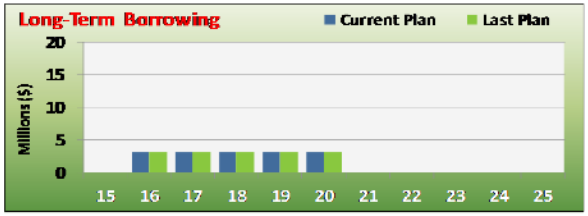
SAVE CALC ROLL	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Cumulative Change FY 2020	Cumulative Change FY 2025
Override ►		3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Water Rate Increases	0.00%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	17.05%	35.81%
Last Plan	0.00%	4.50%	4.00%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	19.77%	38.77%
Debt Coverage	2.30	2.29	2.49	2.63	2.75	2.87	3.01	3.14	3.26	3.40	3.54	PS FY16 ►	100.0%
Last Plan	2.30	2.34	2.57	2.74	2.90	3.04	3.19	3.32	3.46	3.60	3.76	OMF FY16 ►	100.0%
SRF Coverage	5.38	5.34	4.91	4.40	3.99	3.72	3.53	3.77	4.03	4.30	4.58	Elasticity	10.0%
Last Plan	5.38	5.60	5.22	4.76	4.38	4.08	3.88	4.14	4.41	4.70	5.00		
CIP $ Redistribution ►	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Calc R&R Transfer	Yes
CIP Execution % ►	100%	100%	100%	100%	150%	160%	100%	100%	100%	100%	100%	Siemens	No
Net CIP Funding % ►	100%	100%	100%	100%	150%	160%	100%	100%	100%	100%	100%	Iranfer to R&R	1,000,000
Operating Reserve Mo ►	4	4	4	4	4	4	4	4	4	4	4	SRF Loan?	Yes
General Fund % ►	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%		
Residential Avg Bill (5000 gals.)	$29.74	30.77	31.86	32.80	33.80	34.81	35.85	36.94	38.06	39.19	40.39	Exp. Projects In?	No
Last Plan	$29.74	29.74	31.07	32.31	33.44	34.59	35.62	36.67	37.78	38.91	40.06	Check	$ -











NOTE: Current Plan (Blue bars) reflect results from FY 2016 RSA which include 2016 Proposed Budget and FY 2016 Proposed CIP including CIP execution percentage of 150% and 160% in FY 2019 and FY 2020 representing approximately $500,000 each year. Last Plan (green bars) reflect the alternative rate increases presented to City Commission as part of the public FY 2016 Budget Worshop.

Forecast of Net Revenues and Debt Service Coverage

			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
1	**Water Rate Revenue**												
2	**Revenue Generated From Admin/Customer Charges**												
3	Base Rate Revenue	$	4,725,059	4,725,059	4,959,310	5,175,036	5,376,287	5,562,949	5,758,454	5,963,237	6,177,756	6,402,491	6,637,942
4	Additional Rate Revenue From Partial Py Rate Increase	$	-	-	-	-	-	-	-	-	-	-	-
5	Additional Rate Revenue From Growth	$	-	66,545	40,725	44,660	24,634	27,782	31,097	34,585	38,254	42,113	45,874
6	Other Revenue Adjustments	$	-	-	-	-	-	-	-	-	-	-	-
7	Adjusted Base Revenue	$	4,725,059	4,791,604	5,000,035	5,219,696	5,400,922	5,590,732	5,789,550	5,997,821	6,216,011	6,444,604	6,683,816
8	Proposed Water Rate Increase		0.0%	7.0%	7.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
9	Additional Rate Revenue From Rate Increase	$	-	167,706	175,001	156,591	162,028	167,722	173,687	179,935	186,480	193,338	200,514
10	**Total Water Fixed Revenue**	$	**4,725,059**	**4,959,310**	**5,175,036**	**5,376,287**	**5,562,949**	**5,758,454**	**5,963,237**	**6,177,756**	**6,402,491**	**6,637,942**	**6,884,331**
11	**Revenue Generated From Usage Rates**												
12	Base Rate Revenue	$	7,991,581	7,991,581	8,348,200	8,677,623	8,985,189	9,271,999	9,572,377	9,886,970	10,216,453	10,561,533	10,922,944
13	Additional Rate Revenue From Partial Py Rate Increase	$	-	-	-	-	-	-	-	-	-	-	-
14	Additional Rate Revenue From Growth	$	-	102,643	65,424	72,111	43,839	49,535	55,506	61,763	68,316	75,178	81,936
15	Other Revenue Adjustments (Casino Beach District)	$	-	-	-	-	-	-	-	-	-	-	-
16	Base Rate Revenue	$	7,991,581	8,094,224	8,413,624	8,749,734	9,029,028	9,321,534	9,627,883	9,948,733	10,284,769	10,636,710	11,004,880
17	Proposed Water Rate Increase		0.0%	7.0%	7.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
18	Additional Rate Revenue From Rate Increase	$	-	283,298	294,477	262,492	270,871	279,646	288,836	298,462	308,543	319,101	330,146
19	Price Elasticity Adjustment	$	-	(29,321)	(30,478)	(27,037)	(27,900)	(28,804)	(29,750)	(30,742)	(31,780)	(32,867)	(34,005)
20	**Total Water Usage Rate Revenue**	$	**7,991,581**	**8,348,200**	**8,677,623**	**8,985,189**	**9,271,999**	**9,572,377**	**9,886,970**	**10,216,453**	**10,561,533**	**10,922,944**	**11,301,021**
21	**Total Rate Revenue**	$	**12,716,640**	**13,307,510**	**13,852,659**	**14,361,476**	**14,834,948**	**15,330,830**	**15,850,206**	**16,394,209**	**16,964,023**	**17,560,886**	**18,185,352**
22	Plus: Other Operating Revenue	$	140,500	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000
23	**Equals: Total Operating Revenue**	$	**12,857,140**	**13,427,510**	**13,972,659**	**14,481,476**	**14,954,948**	**15,450,830**	**15,970,206**	**16,514,209**	**17,084,023**	**17,680,886**	**18,305,352**
24	**Less: Operating Expenses**												
25	Personal Services	$	(2,908,972)	(3,293,380)	(3,375,353)	(3,459,765)	(3,554,862)	(3,655,606)	(3,773,471)	(3,905,211)	(4,038,672)	(4,180,390)	(4,329,385)
26	O&M	$	(4,797,536)	(4,967,144)	(4,975,314)	(5,089,279)	(5,207,108)	(5,320,460)	(5,441,695)	(5,567,434)	(5,697,883)	(5,833,237)	(5,973,688)
27	**Equals: Net Operating Income**	$	**5,150,632**	**5,166,986**	**5,621,992**	**5,932,432**	**6,192,977**	**6,474,764**	**6,755,041**	**7,041,565**	**7,347,468**	**7,667,259**	**8,002,278**
28	**Plus: Non-Operating Income/(Expense)**												
29	Non-Operating Revenue	$	5,812	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
30	Interest Income	$	107,838	72,747	82,740	86,909	102,631	126,438	169,484	166,381	164,681	164,596	162,622
31	Water Impact Fees	$	452,620	555,100	356,118	367,220	129,808	138,348	146,888	155,428	163,968	172,508	178,486
32	Transfer to R&R	$	3,619,205	4,424,158	4,885,183	2,445,836	1,345,825	1,217,864	1,908,563	1,957,500	2,229,375	2,283,750	2,930,060
33	Transfers In (Casino Reimbursements)	$	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000
34	**Equals: Net Income**	$	**9,591,107**	**10,478,991**	**11,206,032**	**9,092,396**	**8,031,241**	**8,217,414**	**9,239,975**	**9,580,874**	**10,165,492**	**10,548,113**	**11,533,446**
35	**Less: Revenues Excluded From Coverage Test**												
36	Impact Fees	$	(452,620)	(555,100)	(356,118)	(367,220)	(129,808)	(138,348)	(146,888)	(155,428)	(163,968)	(172,508)	(178,486)
37	Betterment Fees, SRF, Capital Fund Contributions, R&R	$	(3,619,205)	(4,424,158)	(4,885,183)	(2,445,836)	(1,345,825)	(1,217,864)	(1,908,563)	(1,957,500)	(2,229,375)	(2,283,750)	(2,930,060)
38	Transfers In	$	(255,000)	(255,000)	(255,000)	(255,000)	(255,000)	(255,000)	(255,000)	(255,000)	(255,000)	(255,000)	(255,000)
39	**Equals: Net Income Available For Debt Service**	$	**5,264,282**	**5,244,733**	**5,709,731**	**6,024,340**	**6,300,608**	**6,606,202**	**6,929,525**	**7,212,946**	**7,517,149**	**7,836,855**	**8,169,900**
40	**Debt Service Coverage Test**												
41	Existing Debt Service	$	2,292,073	2,290,956	2,293,700	2,295,171	2,295,369	2,299,294	2,301,812	2,300,423	2,302,694	2,305,991	2,307,747
42	New Debt Service (Input)	$	-	-	-	-	-	-	-	-	-	-	-
43	Cumulative New Debt Service	$	-	-	-	-	-	-	-	-	-	-	-
44	**Total Conventional Debt Service**	$	**2,292,073**	**2,290,956**	**2,293,700**	**2,295,171**	**2,295,369**	**2,299,294**	**2,301,812**	**2,300,423**	**2,302,694**	**2,305,991**	**2,307,747**
45	Calculated Debt Service Coverage **Req.: 1.20**		2.30	2.29	2.49	2.62	2.74	2.87	3.01	3.14	3.26	3.40	3.54
46	**SRF Debt Service Coverage**												
47	Existing SRF Debt Service	$	467,102	467,102	602,843	743,442	888,998	1,034,553	1,180,108	1,180,108	1,180,108	1,180,108	1,180,108
48	**Total SRF Debt Service**	$	**467,102**	**467,102**	**602,843**	**743,442**	**888,998**	**1,034,553**	**1,180,108**	**1,180,108**	**1,180,108**	**1,180,108**	**1,180,108**
49	Calculated SRF Debt Service Coverage **Req.: 1.15**		5.38	5.34	4.91	4.40	3.99	3.72	3.53	3.77	4.03	4.30	4.58
50	**Cash Flow Test**												
51	Net Income Available For Debt Service	$	5,264,282	5,244,733	5,709,731	6,024,340	6,300,608	6,606,202	6,929,525	7,212,946	7,517,149	7,836,855	8,169,900
52	Net Interfund Transfers (In - Out)	$	(4,386,993)	(5,197,729)	(5,704,384)	(3,308,648)	(2,249,343)	(2,159,260)	(2,889,629)	(2,980,116)	(3,295,512)	(3,395,472)	(4,089,531)
53	Debt Service Payments	$	(2,759,175)	(2,758,058)	(2,896,543)	(3,038,613)	(3,184,367)	(3,333,847)	(3,481,920)	(3,480,531)	(3,482,802)	(3,486,099)	(3,487,855)

Forecast of Net Revenues and Debt Service Coverage

			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
54	Other Below The Line Expenses	$	-	-	-	-	-	-	-	-	-	-	-
55	Minor Capital Outlay	$	(709,339)	(707,339)	(725,022)	(743,148)	(761,727)	(780,770)	(800,289)	(820,296)	(840,804)	(861,824)	(883,369)
56	**Net Cash Flow**	**$**	**(2,591,226)**	**(3,418,394)**	**(3,616,217)**	**(1,066,069)**	**105,172**	**332,325**	**(242,313)**	**(67,998)**	**(101,968)**	**93,460**	**(290,856)**
57	**Unrestricted Working Capital Reserve Fund**												
58	Balance At Beginning Of Fiscal Year	$	17,616,167	15,024,941	11,606,548	7,990,330	6,924,261	7,029,433	7,361,758	7,119,445	7,051,447	6,949,479	7,042,939
59	Cash Flow Surplus/(Deficit)	$	-	-	-	-	105,172	332,325	-	-	-	93,460	-
60	Reserve Fund Balance Used For Cash Flow Deficit	$	(2,591,226)	(3,418,394)	(3,616,217)	(1,066,069)	-	-	(242,313)	(67,998)	(101,968)	-	(290,856)
61	Projects Designated To Be Paid With Cash	$	-	-	-	-	-	-	-	-	-	-	-
62	Projects Paid With Reserve Funds (Non Specified Funds)	$	-	-	-	-	-	-	-	-	-	-	-
63	**Balance At End Of Fiscal Year**	**$**	**15,024,941**	**11,606,548**	**7,990,330**	**6,924,261**	**7,029,433**	**7,361,758**	**7,119,445**	**7,051,447**	**6,949,479**	**7,042,939**	**6,752,083**
64	Number of Months of Unrestricted Reserves	**Target: 4.0**	20.65	14.99	10.17	8.60	8.50	8.68	8.17	7.87	7.54	7.43	6.91

Capital Project Funding Summary

FINAL CAPITAL PROJECTS FUNDING SOURCES	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Water Impact Fees	$ -	-	-	-	-	-	636,188	652,500	743,125	761,250	192,440
Bond Proceeds (2016 Revenue Bond)	$ -	-	-	-	-	-	-	-	-	-	-
Renewal & Replacement	$ 2,869,205	4,424,158	4,885,183	2,445,836	1,345,825	1,217,864	1,908,563	1,957,500	2,229,375	2,283,750	2,930,060
Capital Improvement Fund	$ -	-	-	-	-	-	-	-	-	-	-
Revenue Fund	$ -	-	-	-	-	-	-	-	-	-	-
SRF Proceeds	$ -	3,196,000	3,196,000	3,196,000	3,196,000	3,196,000	-	-	-	-	-
Debt Proceeds	$ -	-	-	-	-	-	-	-	-	-	-
Projects Designated To Be Paid With Cash	$ -	-	-	-	-	-	-	-	-	-	-
TOTAL PROJECTS PAID	**$ 2,869,205**	**7,620,158**	**8,081,183**	**5,641,836**	**4,541,825**	**4,413,864**	**2,544,750**	**2,610,000**	**2,972,500**	**3,045,000**	**3,122,500**
TOTAL CIP INPUT	**$ 2,869,205**	**7,620,158**	**8,081,183**	**5,641,836**	**4,541,825**	**4,413,864**	**2,544,750**	**2,610,000**	**2,972,500**	**3,045,000**	**3,122,500**
VARIANCE	$ -	-	-	-	-	-	-	-	-	-	-

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Funding Summary by Fund

		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Water Impact Fees												
Balance At Beginning Of Fiscal Year	$	-	453,186	1,011,939	1,376,982	1,759,808	1,912,425	2,080,497	1,627,915	1,158,430	596,650	13,954
Additional Annual Revenues	$	452,620	555,100	356,118	367,220	129,808	138,348	146,888	155,428	163,968	172,508	178,486
Less: Payment Of Debt Service	$	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$	452,620	1,008,286	1,368,057	1,744,202	1,889,616	2,050,773	2,227,385	1,783,343	1,322,398	769,158	192,440
Less: Restricted Funds	$	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	$	452,620	1,008,286	1,368,057	1,744,202	1,889,616	2,050,773	2,227,385	1,783,343	1,322,398	769,158	192,440
Amount Paid For Projects	$	-	-	-	-	-	-	(636,188)	(652,500)	(743,125)	(761,250)	(192,440)
Subtotal	$	452,620	1,008,286	1,368,057	1,744,202	1,889,616	2,050,773	1,591,198	1,130,843	579,273	7,908	-
Add Back: Restricted Funds	$	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	$	566	3,654	8,925	15,606	22,809	29,724	36,717	27,588	17,377	6,046	140
Less: Interest Allocated To Cash Flow	$	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	$	453,186	1,011,939	1,376,982	1,759,808	1,912,425	2,080,497	1,627,915	1,158,430	596,650	13,954	140
Renewal & Replacement												
Balance At Beginning Of Fiscal Year	$	250,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Additional Annual Revenues	$	3,619,205	4,424,158	4,885,183	2,445,836	1,345,825	1,217,864	1,908,563	1,957,500	2,229,375	2,283,750	2,930,060
Less: Payment Of Debt Service	$	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$	3,869,205	5,424,158	5,885,183	3,445,836	2,345,825	2,217,864	2,908,563	2,957,500	3,229,375	3,283,750	3,930,060
Less: Restricted Funds	$	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)
Total Amount Available For Projects	$	2,869,205	4,424,158	4,885,183	2,445,836	1,345,825	1,217,864	1,908,563	1,957,500	2,229,375	2,283,750	2,930,060
Amount Paid For Projects	$	(2,869,205)	(4,424,158)	(4,885,183)	(2,445,836)	(1,345,825)	(1,217,864)	(1,908,563)	(1,957,500)	(2,229,375)	(2,283,750)	(2,930,060)
Subtotal	$	-	-	-	-	-	-	-	-	-	-	-
Add Back: Restricted Funds	$	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Plus: Interest Earnings	$	1,563	5,000	7,500	10,000	12,500	15,000	20,000	20,000	20,000	20,000	20,000
Less: Interest Allocated To Cash Flow	$	(1,563)	(5,000)	(7,500)	(10,000)	(12,500)	(15,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
Balance At End Of Fiscal Year	$	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Revenue Fund												
Balance At Beginning Of Fiscal Year	$	17,616,167	15,024,941	11,606,548	7,990,330	6,924,261	7,029,433	7,361,758	7,119,445	7,051,447	6,949,479	7,042,939
Additional Annual Revenues	$	(2,591,226)	(3,418,394)	(3,616,217)	(1,066,069)	105,172	332,325	(242,313)	(67,998)	(101,968)	93,460	(290,856)
Less: Cash-Funded Capital Projects	$	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	$	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$	15,024,941	11,606,548	7,990,330	6,924,261	7,029,433	7,361,758	7,119,445	7,051,447	6,949,479	7,042,939	6,752,083
Less: Restricted Funds	$	(2,909,765)	(3,096,365)	(3,141,623)	(3,222,286)	(3,306,830)	(3,390,821)	(3,483,744)	(3,583,420)	(3,685,897)	(3,793,450)	(3,905,848)
Total Amount Available For Projects	$	12,115,176	8,510,182	4,848,707	3,701,975	3,722,603	3,970,938	3,635,701	3,468,027	3,263,581	3,249,490	2,846,235
Amount Paid For Projects	$	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$	12,115,176	8,510,182	4,848,707	3,701,975	3,722,603	3,970,938	3,635,701	3,468,027	3,263,581	3,249,490	2,846,235
Add Back: Restricted Funds	$	2,909,765	3,096,365	3,141,623	3,222,286	3,306,830	3,390,821	3,483,744	3,583,420	3,685,897	3,793,450	3,905,848
Plus: Interest Earnings	$	40,801	66,579	73,488	74,573	87,211	107,934	144,812	141,709	140,009	139,924	137,950
Less: Interest Allocated To Cash Flow	$	(40,801)	(66,579)	(73,488)	(74,573)	(87,211)	(107,934)	(144,812)	(141,709)	(140,009)	(139,924)	(137,950)
Balance At End Of Fiscal Year	$	15,024,941	11,606,548	7,990,330	6,924,261	7,029,433	7,361,758	7,119,445	7,051,447	6,949,479	7,042,939	6,752,083
Restricted Reserves												
Balance At Beginning Of Fiscal Year	$	233,593	233,593	233,593	233,593	233,593	233,593	233,593	233,593	233,593	233,593	233,593
Additional Funds:	$	-	-	-	-	-	-	-	-	-	-	-

Funding Summary by Fund

		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Debt Service Reserve On New Debt	$	-	-	-	-	-	-	-	-	-	-	-
Other Additional Funds	$	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$	233,593	233,593	233,593	233,593	233,593	233,593	233,593	233,593	233,593	233,593	233,593
Plus: Interest Earnings	$	584	1,168	1,752	2,336	2,920	3,504	4,672	4,672	4,672	4,672	4,672
Less: Interest Allocated To Cash Flow	$	(584)	(1,168)	(1,752)	(2,336)	(2,920)	(3,504)	(4,672)	(4,672)	(4,672)	(4,672)	(4,672)
Balance At End Of Fiscal Year	$	233,593	233,593	233,593	233,593	233,593	233,593	233,593	233,593	233,593	233,593	233,593

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Senior Lien Borrowing Projections

				FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Term (Years)				20	20	20	20	20	20	20	20	20	20	20
Interest Rate				3.00%	3.25%	3.50%	3.75%	4.00%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Sources of Funds														
Par Amount			$	-	-	-	-	-	-	-	-	-	-	-
Uses of Funds														
Proceeds			$	-	-	-	-	-	-	-	-	-	-	-
Cost of Issuance	2.00%	of Par	$	-	-	-	-	-	-	-	-	-	-	-
Underwriter's Discount	$0.00	per $1,000	$	-	-	-	-	-	-	-	-	-	-	-
Bond Insurance	0.00	times total Debt Service	$	-	-	-	-	-	-	-	-	-	-	-
Capitalized Interest	0.00	Years Interest	$	-	-	-	-	-	-	-	-	-	-	-
Debt Service Surety	0.00%	of Debt Service	$	-	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve	0.00	Years of Debt Service	$	-	-	-	-	-	-	-	-	-	-	-
Other Costs			$	-	-	-	-	-	-	-	-	-	-	-
Total Uses			$	-	-	-	-	-	-	-	-	-	-	-
1 Year Interest			$	-	-	-	-	-	-	-	-	-	-	-
Annual Debt Service			**$**	-	-	-	-	-	-	-	-	-	-	-
Total Debt Service			$	-	-	-	-	-	-	-	-	-	-	-
Cumulative New Annual Debt Service			**$**	-	-	-	-	-	-	-	-	-	-	-

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Schedule 11 – State Revolving Fund Borrowing Projections

SRF Borrowing Projections

			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Term (Years)			30	30	30	30	30	30	30	30	30	30	30
Interest Rate			1.25%	1.50%	1.75%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Sources of Funds													
Par Amount			$ -	3,259,920	3,259,920	3,259,920	3,259,920	3,259,920	-	-	-	-	-
Interest During Construction			$ -	-	-	-	-	-	-	-	-	-	-
Total Sources			$ -	3,259,920	3,259,920	3,259,920	3,259,920	3,259,920	-	-	-	-	-
Uses of Funds													
Proceeds			$ -	3,196,000	3,196,000	3,196,000	3,196,000	3,196,000	-	-	-	-	-
Cost of Issuance	0.00%	of Par	$ -	-	-	-	-	-	-	-	-	-	-
Loan Repayment Res.	0.00%	of Capital Cost	$ -	-	-	-	-	-	-	-	-	-	-
Loan Service Fee	2.00%	of Capital Cost	$ -	63,920	63,920	63,920	63,920	63,920	-	-	-	-	-
Capitalized Interest	0	Years Interest	$ -	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve	0	Years of Debt Service	$ -	-	-	-	-	-	-	-	-	-	-
Other Costs			$ -	-	-	-	-	-	-	-	-	-	-
Total Uses			$ -	3,259,920	3,259,920	3,259,920	3,259,920	3,259,920	-	-	-	-	-
1 Year Interest			$ -	48,899	57,049	65,198	65,198	65,198	-	-	-	-	-
Annual Debt Service			**$ -**	**135,740**	**140,600**	**145,555**	**145,555**	**145,555**	**-**	**-**	**-**	**-**	**-**
Total Debt Service			$ -	4,072,213	4,217,987	4,366,655	4,366,655	4,366,655	-	-	-	-	-
Interest During Construction Calculation													
	Beginning Construction Fund Balance		$ -	3,259,920	3,259,920	3,259,920	3,259,920	3,259,920	-	-	-	-	-
	Less: Use of Proceeds		$ -	(3,259,920)	(3,259,920)	(3,259,920)	(3,259,920)	(3,259,920)	-	-	-	-	-
	Ending Fund Balance		$ -	-	-	-	-	-	-	-	-	-	-
	Average Balance		$ -	1,629,960	1,629,960	1,629,960	1,629,960	1,629,960	-	-	-	-	-
Interest Earnings Rate		0.25%											
Term of Average Balance		0 Months	$ -	-	-	-	-	-	-	-	-	-	-
Proceeds from Capital Funding													
Cumulative New Annual Debt Service			**$ -**	**135,740**	**276,340**	**421,895**	**567,450**	**713,005**	**713,005**	**713,005**	**713,005**	**713,005**	**713,005**

Appendix B – Local Sewer System

Supporting Schedules

Schedule 1 contains the assumptions of the FY 2016 RSA

Schedule 2 contains the end of FY 2014 fund balances that serve as the FY 2015 beginning balances of the FY 2016 RSA

Schedule 3 provides a listing of the projects in the CIP utilized in this FY 2016 RSA

Schedule 4 contains a detailed list of all projected cash inflows from FY 2015 - FY 2025

Schedule 5 contains a detailed list of all projected cash outflows from FY 2015 - FY2025

Schedule 6 contains the FAMS-XL© Control Panel that presents a summary of the financial management plan, including annual rate increases, debt service coverage ratios, total CIP spending levels, customer impacts, and fund balances

Schedule 7 presents annual net income, debt service coverage, and cash flow results

Schedule 8 shows the funding sources utilized to pay for the CIP

Schedule 9 presents a fund-level cash flow reconciliation, providing the beginning balance in each year, the amount utilized for project funding or payment of debt service, interest calculations, and the end of year fund balance

Schedule 10 contains the calculation of projected annual long-term borrowing

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Assumptions

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Annual Growth:											
Sewer Growth:											
Equivalent Residential Units (ERUs)	19,944	20,244	20,423	20,613	20,717	20,831	20,955	21,089	21,233	21,387	21,550
Growth in ERUs	350	300	179	190	104	114	124	134	144	154	163
Percent increase in ERUs	N/A	1.50%	0.88%	0.93%	0.50%	0.55%	0.60%	0.64%	0.68%	0.73%	0.76%
% Increase in Sewer Use	N/A	1.56%	0.90%	0.94%	0.49%	0.54%	0.58%	0.62%	0.66%	0.70%	0.74%
Capital Spending:											
Annual Capital Budget (Current Day $)	$845,000	$3,077,031	$1,199,671	$2,006,223	$477,280	$371,100	$750,000	$750,000	$750,000	$750,000	$750,000
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Impact Fees:											
Sewer	$2,650	$2,650	$2,650	$2,650	$2,650	$2,650	$2,650	$2,650	$2,650	$2,650	$2,650
Average Annual Interest Earnings Rate:											
Sewer Enterprise Fund:	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	2.00%	2.00%	2.00%	2.00%	2.00%
Operating Budget Reserve:											
Target (Number of Months of Reserve)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Operating Budget Execution Percentage:											
Personal Expenses	100%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%
Operations and Maintenance	100%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%

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FY2015 Beginning Balances

SOURCE: FY 2014 Year End Trial Balances & FY 2014 Draft CAFR

	Revenue Fund	Renewal & Replacement
CURRENT UNRESTRICTED ASSETS		
Cash and Cash Equivalents	$ 335,581	$ -
Investments	$ 9,265,385	$ -
Restricted Investments	$ 15,563	$ -
Accounts Receivable, Net	$ 912,297	$ -
Accrued Interest Receivable	$ 19,589	$ -
TOTAL CURRENT ASSETS	$ 10,548,415	$ -
Less: Accounts and Contracts Payable	$ (191,756)	$ -
Less: Accounts and Contracts Payable (From Restricted Assets)	$ (15,563)	$ -
Less: Accrued Liabilities	$ (32,055)	$ -
Less: Due to Other Funds	$ (32,771)	$ -
Less: Compensated Absences - Current	$ (934)	$ -
Less: Notes Payable Current	$ -	$ -
Less: Revenue Bonds Payable - Current	$ -	$ -
FUND BALANCE (ASSETS - LIABILITIES)	$ 10,275,336	$ -
Plus/(Less): Renewal & Replacement Balance	$ (1,166,140)	$ 1,166,140
NET UNRESTRICTED FUND BALANCE	**$ 9,109,196**	**$ 1,166,140**

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Capital Improvement Program

Project Description		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Sewer Masterplan Projects (Park of Commerce)	$	-	500,000	-	-	-	-	-	-	-	-	-
Sewer Masterplan Projects	$	600,000	727,031	134,671	1,131,223	177,280	71,100	-	-	-	-	-
Global Manhole Rehabilitation Lining Project	$	100,000	100,000	100,000	100,000	100,000	100,000	-	-	-	-	-
Lift Station #4 Trunk Line	$	-	-	25,000	175,000	-	-	-	-	-	-	-
11th Ave N Trunkline Rehab	$	50,000	800,000	-	-	-	-	-	-	-	-	-
New Sewer 11th to 12th Ave S, B to C	$	25,000	150,000	-	-	-	-	-	-	-	-	-
Sewer Repair 5th to 6th from E to F	$	30,000	200,000	-	-	-	-	-	-	-	-	-
Sewer Rehab 3rd Ave North	$	-	50,000	700,000	-	-	-	-	-	-	-	-
Collector Main Rehabilitation	$	-	-	200,000	200,000	200,000	200,000	-	-	-	-	-
Lift Station Projects	$	-	-	-	-	-	-	-	-	-	-	-
Lift Station # 4 Coll Main Replacement	$	40,000	400,000	-	-	-	-	-	-	-	-	-
Lift Station #16 Piping Control Panel	$	-	150,000	-	-	-	-	-	-	-	-	-
Replace Lift Station # 12	$	-	-	40,000	400,000	-	-	-	-	-	-	-
Unspecified Future Projects	$	-	-	-	-	-	-	750,000	750,000	750,000	750,000	750,000
Total CIP Budget (in FY 2013 dollars)	**$**	**845,000**	**3,077,031**	**1,199,671**	**2,006,223**	**477,280**	**371,100**	**750,000**	**750,000**	**750,000**	**750,000**	**750,000**
Cumulative Projected Cost Escalation		0.0%	0.0%	2.5%	5.1%	7.7%	10.4%	13.1%	16.0%	18.9%	21.8%	24.9%
Resulting CIP Funding Level	**$**	**845,000**	**3,077,031**	**1,229,663**	**2,108,540**	**514,031**	**409,694**	**848,250**	**870,000**	**891,750**	**913,500**	**936,750**
Annual CIP Execution Percentage		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Final CIP Funding Level	**$**	**845,000**	**3,077,031**	**1,229,663**	**2,108,540**	**514,031**	**409,694**	**848,250**	**870,000**	**891,750**	**913,500**	**936,750**

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Projection of Cash Inflows

	Account Number	Account Title	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
	Sewer Rate Revenue												
1	403-0000-343.50-10	Base Facility Charges	$ 2,721,159	2,900,196	3,072,132	3,193,734	3,306,143	3,424,066	3,547,782	3,677,582	3,813,775	3,956,678	4,106,439
2	403-0000-343.50-10	Usage Charges	$ 3,875,334	4,111,869	4,334,575	4,493,265	4,636,877	4,787,152	4,944,403	5,108,959	5,281,160	5,461,363	5,649,662
3	**Subtotal**		**$ 6,596,493**	**7,012,065**	**7,406,707**	**7,686,999**	**7,943,020**	**8,211,217**	**8,492,185**	**8,786,542**	**9,094,935**	**9,418,041**	**9,756,101**
4	**Other Operating Revenue**												
5	403-0000-343.50-20	Public Authority											
6	403-0000-361.40-00	Realized Gain/(Loss)	$ (500)	-	-	-	-	-	-	-	-	-	-
7	403-0000-343.50-30	Public Authority Contract	$ -	-	-	-	-	-	-	-	-	-	-
8	**Subtotal**		**$ (500)**	-	-	-	-	-	-	-	-	-	-
9	**Impact Fee Revenue**												
10	403-0000-363.23-00	Sewer Impact Fees	$ 351,125	430,625	276,263	284,875	100,700	107,325	113,950	120,575	127,200	133,825	138,463
11	**Subtotal**		**$ 351,125**	**430,625**	**276,263**	**284,875**	**100,700**	**107,325**	**113,950**	**120,575**	**127,200**	**133,825**	**138,463**
12	**Interest Earnings**												
13		Interest Earned on Unrestricted Funds	$ 73,000	39,076	42,310	43,940	47,040	60,677	86,917	91,992	98,121	105,452	114,095
14		Interest Earned on Restricted Funds	$ -	-	-	-	-	-	-	-	-	-	-
15	**Subtotal**		**$ 73,000**	**39,076**	**42,310**	**43,940**	**47,040**	**60,677**	**86,917**	**91,992**	**98,121**	**105,452**	**114,095**
16	**Total Cash In**		**$ 7,020,118**	**$ 7,481,766**	**$ 7,725,280**	**$ 8,015,814**	**$ 8,090,760**	**$ 8,379,219**	**$ 8,693,052**	**$ 8,999,109**	**$ 9,320,256**	**$ 9,657,318**	**$ 10,008,659**

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Projection of Cash Outflows

	Account Number	Account Title		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
1	**Personal Services**													
2	403-7221-535.12-10	Regular	$	119,278	189,166	194,841	200,686	206,707	212,908	219,295	225,874	232,650	239,630	246,819
3	403-7221-535.14-10	Standard Overtime	$	11,000	11,440	11,783	12,137	12,501	12,876	13,262	13,660	14,070	14,492	14,927
4	403-7221-535.15-10	Longevity	$	1,768	4,299	4,428	4,561	4,698	4,839	4,984	5,133	5,287	5,446	5,609
5	403-7221-535.15-30	Other Pays	$	-	4	4	4	4	5	5	5	5	5	5
6	403-7221-535.21-00	FICA Taxes	$	9,197	14,659	15,099	15,552	16,018	16,499	16,994	17,504	18,029	18,570	19,127
7	403-7221-535.22-10	Defined Benefit Plan	$	38,170	59,726	57,957	55,987	54,617	53,317	53,207	53,933	54,244	54,761	55,349
8	403-7221-535.23-00	Life & Health Insurance	$	22,240	45,502	49,142	53,074	57,319	61,905	66,857	72,206	77,982	84,221	90,959
9	403-7221-535.24-10	Workers' Comp Regular	$	5,536	7,416	7,787	8,176	8,585	9,014	9,465	9,938	10,435	10,957	11,505
10	403-7231-535.12-10	Regular	$	466,690	494,094	508,917	524,184	539,910	556,107	572,790	589,974	607,673	625,903	644,681
11	403-7231-535.14-10	Standard Overtime	$	40,000	41,600	42,848	44,133	45,457	46,821	48,226	49,673	51,163	52,698	54,279
12	403-7231-535.15-10	Longevity	$	2,977	10,440	10,753	11,076	11,408	11,750	12,103	12,466	12,840	13,225	13,622
13	403-7231-535.15-30	Other Pays	$	-	782	805	830	855	880	907	934	962	991	1,020
14	403-7231-535.21-00	FICA Taxes	$	36,661	38,797	39,961	41,160	42,395	43,666	44,976	46,326	47,715	49,147	50,621
15	403-7231-535.22-10	Defined Benefit Plan	$	148,119	155,760	151,146	146,009	142,437	139,046	138,760	140,652	141,464	142,812	144,346
16	403-7231-535.23-00	Life & Health Insurance	$	84,653	95,321	102,947	111,182	120,077	129,683	140,058	151,262	163,363	176,433	190,547
17	403-7231-535.24-10	Workers' Comp Regular	$	23,093	23,181	24,340	25,557	26,835	28,177	29,585	31,065	32,618	34,249	35,961
18	403-7010-535.12-10	Regular	$	289,887	259,204	266,980	274,990	283,239	291,736	300,488	309,503	318,788	328,352	338,202
19	403-7010-535.12-25	Other increases	$	322	-	-	-	-	-	-	-	-	-	-
20	403-7010-535.15-10	Longevity	$	1,128	1,311	1,350	1,391	1,433	1,476	1,520	1,565	1,612	1,661	1,711
21	403-7010-535.15-30	Other Pays	$	3,150	3,150	3,245	3,342	3,442	3,545	3,652	3,761	3,874	3,990	4,110
22	403-7010-535.21-00	FICA Taxes	$	21,846	18,740	19,302	19,881	20,478	21,092	21,725	22,377	23,048	23,739	24,451
23	403-7010-535.22-10	Defined Benefit Plan	$	80,406	62,703	60,846	58,777	57,340	55,975	55,859	56,621	56,948	57,491	58,108
24	403-7010-535.22-20	401-a Plan	$	5,250	5,741	5,913	6,091	6,273	6,462	6,655	6,855	7,061	7,273	7,491
25	403-7010-535.23-00	Life & Health Insurance	$	41,403	33,622	36,312	39,217	42,354	45,742	49,402	53,354	57,622	62,232	67,211
26	403-7010-535.24-10	Workers' Comp Regular	$	4,603	3,596	3,776	3,965	4,163	4,371	4,590	4,819	5,060	5,313	5,579
27	**Personal Services Total**		**$**	**1,457,377**	**1,580,254**	**1,620,481**	**1,661,960**	**1,708,544**	**1,757,891**	**1,815,365**	**1,879,459**	**1,944,514**	**2,013,589**	**2,086,239**
	Operations & Maintenance Expenses													
28	403-7221-535.31-50	Internal IT Support	$	11,744	11,744	12,038	12,339	12,647	12,963	13,287	13,619	13,960	14,309	14,667
29	403-7221-535.34-75	Right of Way	$	16,000	16,480	16,892	17,314	17,747	18,191	18,646	19,112	19,590	20,079	20,581
30	403-7221-535.40-10	Training/Registration	$	2,100	2,100	2,153	2,206	2,261	2,318	2,376	2,435	2,496	2,559	2,623
31	403-7221-535.41-20	Mobile Radios	$	1,500	1,500	1,538	1,576	1,615	1,656	1,697	1,740	1,783	1,828	1,873
32	403-7221-535.43-10	Water	$	17,697	19,100	20,055	21,058	22,111	23,216	24,377	25,596	26,108	26,630	27,162
33	403-7221-535.43-30	Electricity	$	16,912	19,200	19,200	19,200	19,200	19,200	19,200	19,200	19,200	19,200	19,200
34	403-7221-535.44-20	Operating/Capital Leasing	$	12,000	12,000	12,300	12,608	12,923	13,246	13,577	13,916	14,264	14,621	14,986
35	403-7221-535.45-10	Property/Liability	$	22,364	22,364	22,923	23,496	24,084	24,686	25,303	25,935	26,584	27,248	27,930
36	403-7221-535.46-21	Equipment-General	$	20,600	20,600	21,115	21,643	22,184	22,739	23,307	23,890	24,487	25,099	25,727
37	403-7221-535.46-22	Equipment-Garage	$	20,700	20,700	21,218	21,748	22,292	22,849	23,420	24,006	24,606	25,221	25,851
38	403-7221-535.46-26	Heavy Equipment	$	30,000	30,000	30,750	31,519	32,307	33,114	33,942	34,791	35,661	36,552	37,466
39	403-7221-535.46-27	Heavy Equip-ext repairs	$	30,000	30,000	30,750	31,519	32,307	33,114	33,942	34,791	35,661	36,552	37,466
40	403-7221-535.46-45	Mains	$	10,000	10,000	10,250	10,506	10,769	11,038	11,314	11,597	11,887	12,184	12,489
41	403-7221-535.46-90	Other	$	500	500	513	525	538	552	566	580	594	609	624
42	403-7221-535.49-10	Advertising	$	300	300	308	315	323	331	339	348	357	366	375
43	403-7221-535.51-10	Office Supplies	$	1,000	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
44	403-7221-535.52-10	Gas, Lubricants & Oil	$	16,000	16,000	16,800	17,640	18,522	19,448	20,421	21,442	22,514	23,639	24,821
45	403-7221-535.52-20	Small Tools & Equipment	$	7,500	10,000	10,250	10,506	10,769	11,038	11,314	11,597	11,887	12,184	12,489
46	403-7221-535.52-30	Chemicals	$	13,900	13,900	14,595	15,325	16,091	16,896	17,740	18,627	19,559	20,537	21,563
47	403-7221-535.52-40	Uniforms	$	5,600	5,500	5,638	5,778	5,923	6,071	6,223	6,378	6,538	6,701	6,869
48	403-7221-535.54-00	Books, Publ, Subsc & Memb	$	600	600	615	630	646	662	679	696	713	731	749
49	403-7231-535.31-50	Internal IT Support	$	6,089	6,089	6,241	6,397	6,557	6,721	6,889	7,061	7,238	7,419	7,604
50	403-7231-535.34-10	Maintenance	$	58,125	58,125	59,578	61,068	62,594	64,159	65,763	67,407	69,092	70,820	72,590
51	403-7231-535.34-50	Other Contractual Service	$	61,800	117,125	120,053	123,054	126,131	129,284	132,516	135,829	139,225	142,705	146,273
52	403-7231-535.40-10	Training/Registration	$	2,400	2,400	2,460	2,522	2,585	2,649	2,715	2,783	2,853	2,924	2,997
53	403-7231-535.41-20	Mobile Radios	$	1,500	1,500	1,538	1,576	1,615	1,656	1,697	1,740	1,783	1,828	1,873
54	403-7231-535.41-30	Postage & Freight	$	1,000	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
55	403-7231-535.43-40	Refuse/Waste Disposal	$	2,000	2,000	2,050	2,101	2,154	2,208	2,263	2,319	2,377	2,437	2,498
56	403-7231-535.45-10	Property/Liability	$	34,212	34,212	35,067	35,944	36,843	37,764	38,708	39,675	40,667	41,684	42,726
57	403-7231-535.46-21	Equipment-General	$	22,000	22,000	22,550	23,114	23,692	24,284	24,891	25,513	26,151	26,805	27,475
58	403-7231-535.46-22	Equipment-Garage	$	48,300	48,300	49,508	50,745	52,014	53,314	54,647	56,013	57,414	58,849	60,320
59	403-7231-535.46-26	Heavy Equipment	$	30,000	30,000	30,750	31,519	32,307	33,114	33,942	34,791	35,661	36,552	37,466
60	403-7231-535.46-27	Heavy Equip-ext repairs	$	60,000	60,000	61,500	63,038	64,613	66,229	67,884	69,582	71,321	73,104	74,932

Projection of Cash Outflows

	Account Number	Account Title	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
61	403-7231-535.46-45	Mains	$ 70,000	70,000	71,750	73,544	75,382	77,267	79,199	81,179	83,208	85,288	87,420
62	403-7231-535.46-90	Other	$ 550	550	564	578	592	607	622	638	654	670	687
63	403-7231-535.47-00	Printing & Binding	$ 300	300	308	315	323	331	339	348	357	366	375
64	403-7231-535.51-10	Office Supplies	$ 2,175	2,175	2,229	2,285	2,342	2,401	2,461	2,522	2,585	2,650	2,716
65	403-7231-535.52-10	Gas, Lubricants & Oil	$ 30,000	30,000	31,500	33,075	34,729	36,465	38,288	40,203	42,213	44,324	46,540
66	403-7231-535.52-20	Small Tools & Equipment	$ 7,675	10,000	10,250	10,506	10,769	11,038	11,314	11,597	11,887	12,184	12,489
67	403-7231-535.52-30	Chemicals	$ 10,000	40,000	42,000	44,100	46,305	48,620	51,051	53,604	56,284	59,098	62,053
68	403-7231-535.52-40	Uniforms	$ 4,000	4,000	4,100	4,203	4,308	4,415	4,526	4,639	4,755	4,874	4,995
69	403-9010-519.58-70	Bank Charges and Fees	$ 7,123	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
70	403-9010-535.34-95	Interfund Admins Services	$ 599,772	599,772	613,186	627,092	641,504	650,522	662,681	675,536	689,138	703,524	718,729
71	403-7010-535.31-10	Legal	$ 25,000	25,000	25,625	26,266	26,922	27,595	28,285	28,992	29,717	30,460	31,222
72	403-7010-535.34-50	Other Contractual Service	$ 73,901	60,000	61,500	63,038	64,613	66,229	67,884	69,582	71,321	73,104	74,932
73	403-7210-535.31-50	Internal IT Support	$ 4,421	4,421	4,532	4,645	4,761	4,880	5,002	5,127	5,255	5,387	5,521
74	**Operations & Maintenance Expenses Total**		**$ 1,419,360**	**1,497,557**	**1,535,910**	**1,575,528**	**1,616,452**	**1,652,807**	**1,693,160**	**1,735,093**	**1,777,923**	**1,822,432**	**1,868,687**
	Regional System Expenses												
75	ECR R&R		$ 264,592	363,373	374,274	385,502	397,067	408,979	421,249	433,886	446,903	460,309	474,119
76	Palm Beach County Transmission R&R		$ -	363,687	363,687	-	-	-	-	-	-	-	-
77	LW SubRegional R&R		$ 135,713	141,842	-	-	-	-	-	-	-	-	-
78	Flow Charges		$ 2,784,563	2,868,100	2,868,100	2,925,462	3,013,226	3,103,622	3,196,731	3,292,633	3,391,412	3,493,154	3,597,949
79	**Regional System Expenses Total**		**$ 3,184,868**	**3,737,002**	**3,606,061**	**3,310,964**	**3,410,293**	**3,512,602**	**3,617,980**	**3,726,519**	**3,838,315**	**3,953,464**	**4,072,068**
80	**Transfers Out**												
81		Transfer to R&R	$ 845,000	$ 3,011,735	$ 1,128,819	$ 2,108,540	$ 514,031	$ 409,694	$ 636,188	$ 652,500	$ 668,813	$ 685,125	$ 702,563
82		Cortribution to General Fund	$ 569,080	$ 527,679	$ 560,965	$ 592,537	$ 614,960	$ 635,442	$ 656,897	$ 679,375	$ 702,923	$ 727,595	$ 753,443
83	**Transfers Out Total**		**$ 1,414,080**	**3,539,415**	**1,689,784**	**2,701,077**	**1,128,990**	**1,045,136**	**1,293,085**	**1,331,875**	**1,371,736**	**1,412,720**	**1,456,006**
84		**Total by Category**											
85		Personal Services	$ 1,457,377	1,580,254	1,620,481	1,661,960	1,708,544	1,757,891	1,815,365	1,879,459	1,944,514	2,013,589	2,086,239
86		Operations and Maintance	$ 1,419,360	1,497,557	1,535,910	1,575,528	1,616,452	1,652,807	1,693,160	1,735,093	1,777,923	1,822,432	1,868,687
87		Regional System Expense	$ 3,184,868	3,737,002	3,606,061	3,310,964	3,410,293	3,512,602	3,617,980	3,726,519	3,838,315	3,953,464	4,072,068
88		Capital outlays	$ -	-	-	-	-	-	-	-	-	-	-
89		Transfers Out	$ 1,414,080	3,539,415	1,689,784	2,701,077	1,128,990	1,045,136	1,293,085	1,331,875	1,371,736	1,412,720	1,456,006
90		**Category Excution Rates**											
91		Personal Services	100%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%
92		Operations and Maintance	100%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%
93		Regional System Expense	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
94		Capital outlays	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
95		Transfers Out	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
96		**Total by Category at excution**											
97		Personal Services	$ 1,457,377	1,548,649	1,588,072	1,628,721	1,674,373	1,722,733	1,779,058	1,841,870	1,905,624	1,973,317	2,044,514
98		Operations and Maintance	$ 1,419,360	1,467,606	1,505,192	1,544,018	1,584,123	1,619,751	1,659,296	1,700,392	1,742,364	1,785,984	1,831,313
99		Regional System Expense	$ 3,184,868	3,737,002	3,606,061	3,310,964	3,410,293	3,512,602	3,617,980	3,726,519	3,838,315	3,953,464	4,072,068
100		Capital outlays	$ -	-	-	-	-	-	-	-	-	-	-
101		Transfers Out	$ 1,414,080	3,539,415	1,689,784	2,701,077	1,128,990	1,045,136	1,293,085	1,331,875	1,371,736	1,412,720	1,456,006
102		**Total**	**$ 7,475,685**	**10,292,671**	**8,389,109**	**9,184,780**	**7,797,779**	**7,900,222**	**8,349,419**	**8,600,656**	**8,858,039**	**9,125,485**	**9,403,902**

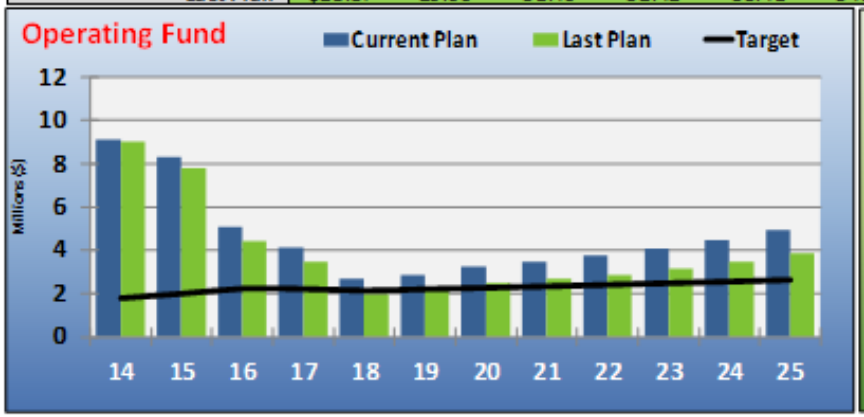
Schedule 6 – FAMS-XL Control Panel

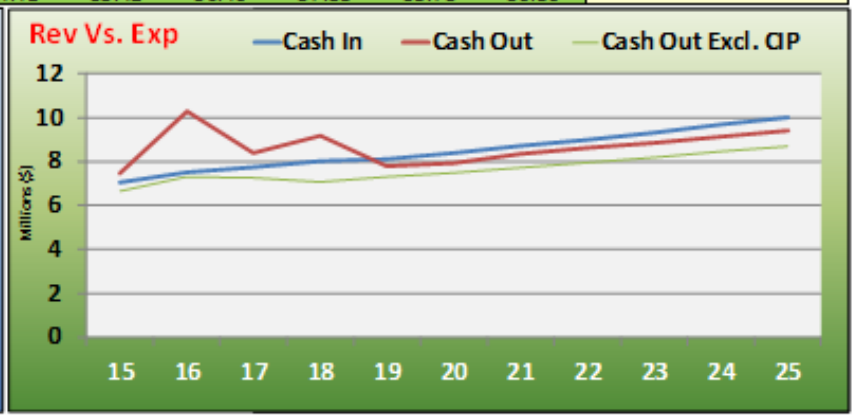
FAMS - Control Panel

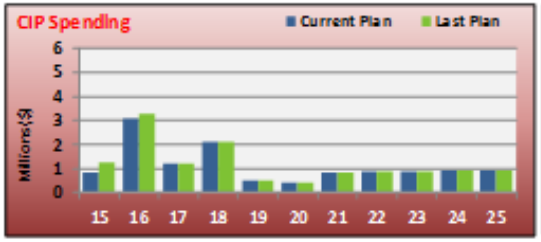
LOCAL SEWER FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS) SUMMARY

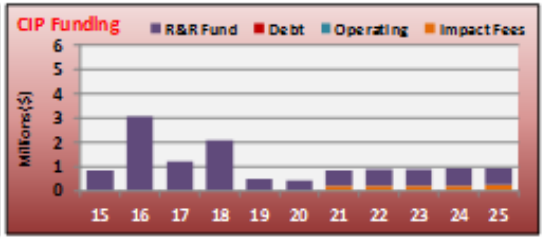
SAVE CALC ROLL

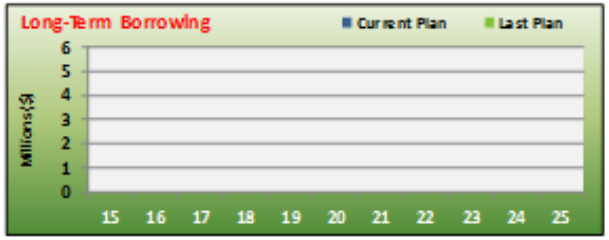
	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Cumulative Change FY 2020	Cumulative Change FY 2025
Override ▶		5.00%	5.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Sewer Rate Increases	0.00%	5.00%	5.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	20.44%	39.62%
Last Plan	0.00%	5.00%	5.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	20.44%	39.62%
CIP $ Redistribution ▶	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
CIP Execution % ▶	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	Calc M&R Transfer	Y
Net CIP Funding % ▶	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
Operating Reserve Mo ▶	4	4	4	4	4	4	4	4	4	4	4	Transfer to M&R	500,000
General Fund % ▶	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%		
Average Bill (5,000 gals.)	$28.57	29.99	31.49	32.42	33.41	34.41	35.42	36.49	37.58	38.73	39.89		
Last Plan	$28.57	29.99	31.49	32.42	33.41	34.41	35.42	36.49	37.58	38.73	39.89	Check	$ -











Forecast of Net Revenues and Debt Service Coverage

			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
1	**Sewer Rate Revenue**												
2	**Revenue Generated From Admin/Customer Charges**												
3	Base Rate Revenue		$ 2,721,159	2,721,159	2,900,196	3,072,132	3,193,734	3,306,143	3,424,066	3,547,782	3,677,582	3,813,775	3,956,678
4	Additional Rate Revenue From Partial Py Rate Increase		$ -	-	-	-	-	-	-	-	-	-	-
5	Additional Rate Revenue From Growth		$ -	40,932	25,644	28,581	16,114	18,193	20,382	22,687	25,111	27,661	30,156
6	Other Revenue Adjustments		$ -	-	-	-	-	-	-	-	-	-	-
7	Adjusted Base Revenue		$ 2,721,159	2,762,091	2,925,840	3,100,713	3,209,848	3,324,336	3,444,448	3,570,468	3,702,694	3,841,435	3,986,834
8	Proposed Sewer Rate Increase		0.0%	5.0%	5.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
9	Additional Rate Revenue From Rate Increase		$ -	138,105	146,292	93,021	96,295	99,730	103,333	107,114	111,081	115,243	119,605
10	**Total Sewer Fixed Revenue**		$ 2,721,159	2,900,196	3,072,132	3,193,734	3,306,143	3,424,066	3,547,782	3,677,582	3,813,775	3,956,678	4,106,439
11	**Revenue Generated From Usage Rates**												
12	Base Rate Revenue		$ 3,875,334	3,875,334	4,111,869	4,334,575	4,493,265	4,636,877	4,787,152	4,944,403	5,108,959	5,281,160	5,461,363
13	Additional Rate Revenue From Partial Py Rate Increase		$ -	-	-	-	-	-	-	-	-	-	-
14	Additional Rate Revenue From Growth		$ -	60,410	37,043	40,944	22,103	24,828	27,685	30,676	33,809	37,088	40,251
15	Adjustments (Casino District & Annualized Impacts of PY Rate Decrease)		$ -	-	-	-	-	-	-	-	-	-	-
16	Base Rate Revenue		$ 3,875,334	3,935,744	4,148,912	4,375,520	4,515,368	4,661,705	4,814,836	4,975,080	5,142,768	5,318,249	5,501,614
17	Proposed Sewer Rate Increase		0.0%	5.0%	5.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
18	Additional Rate Revenue From Rate Increase		$ -	196,787	207,446	131,266	135,461	139,851	144,445	149,252	154,283	159,547	165,048
19	Price Elasticity Adjustment		$ -	(20,663)	(21,782)	(13,520)	(13,952)	(14,405)	(14,878)	(15,373)	(15,891)	(16,433)	(17,000)
20	**Total Sewer Usage Rate Revenue**		$ 3,875,334	4,111,869	4,334,575	4,493,265	4,636,877	4,787,152	4,944,403	5,108,959	5,281,160	5,461,363	5,649,662
21	**Total Rate Revenue**		**$ 6,596,493**	**7,012,065**	**7,406,707**	**7,686,999**	**7,943,020**	**8,211,217**	**8,492,185**	**8,786,542**	**9,094,935**	**9,418,041**	**9,756,101**
22	Plus: Other Operating Revenue		$ (500)	-	-	-	-	-	-	-	-	-	-
23	**Equals: Total Operating Revenue**		**$ 6,595,993**	**7,012,065**	**7,406,707**	**7,686,999**	**7,943,020**	**8,211,217**	**8,492,185**	**8,786,542**	**9,094,935**	**9,418,041**	**9,756,101**
24	**Less: Operating Expenses**												
25	Personal Services		$ (1,457,377)	(1,548,649)	(1,588,072)	(1,628,721)	(1,674,373)	(1,722,733)	(1,779,058)	(1,841,870)	(1,905,624)	(1,973,317)	(2,044,514)
26	Regional Sewer Fund Expenses		$ (3,184,868)	(3,737,002)	(3,606,061)	(3,310,964)	(3,410,293)	(3,512,602)	(3,617,980)	(3,726,519)	(3,838,315)	(3,953,464)	(4,072,068)
27	O&M		$ (1,419,360)	(1,467,606)	(1,505,192)	(1,544,018)	(1,584,123)	(1,619,751)	(1,659,296)	(1,700,392)	(1,742,364)	(1,785,984)	(1,831,313)
28	**Equals: Net Operating Income**		**$ 534,389**	**258,808**	**707,383**	**1,203,296**	**1,274,231**	**1,356,131**	**1,435,851**	**1,517,761**	**1,608,632**	**1,705,277**	**1,808,205**
29	**Plus: Non-Operating Income/(Expense)**												
30	Non-Operating Revenue		$ -	-	-	-	-	-	-	-	-	-	-
31	Interest Income		$ 73,000	39,076	42,310	43,940	47,040	60,677	86,917	91,992	98,121	105,452	114,095
32	Sewer Impact Fees		$ 351,125	430,625	276,263	284,875	100,700	107,325	113,950	120,575	127,200	133,825	138,463
33	Contributions to R&R		$ 845,000	3,011,735	1,128,819	2,108,540	514,031	409,694	636,188	652,500	668,813	685,125	702,563
34	**Equals: Net Income**		**$ 1,803,514**	**3,740,244**	**2,154,774**	**3,640,652**	**1,936,002**	**1,933,828**	**2,272,906**	**2,382,828**	**2,502,766**	**2,629,679**	**2,763,325**
35	**Less: Revenues Excluded From Coverage Test**												
36	Impact Fees		$ (351,125)	(430,625)	(276,263)	(284,875)	(100,700)	(107,325)	(113,950)	(120,575)	(127,200)	(133,825)	(138,463)
37	Contributions to R&R		$ (845,000)	(3,011,735)	(1,128,819)	(2,108,540)	(514,031)	(409,694)	(636,188)	(652,500)	(668,813)	(685,125)	(702,563)
38	**Equals: Net Income Available For Debt Service**		**$ 607,389**	**297,884**	**749,693**	**1,247,236**	**1,321,271**	**1,416,808**	**1,522,768**	**1,609,753**	**1,706,753**	**1,810,729**	**1,922,300**
39	**Debt Service Coverage Test**												
40	Existing Debt Service		$ -	-	-	-	-	-	-	-	-	-	-
41	New Debt Service (Input)		$ -	-	-	-	-	-	-	-	-	-	-
42	Cumulative New Debt Service		$ -	-	-	-	-	-	-	-	-	-	-
43	**Total Conventional Debt Service**		**$ -**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
44	Calculated Debt Service Coverage	**Req.: 1.20**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45	**Cash Flow Test**												
46	Net Income Available For Debt Service		$ 607,389	297,884	749,693	1,247,236	1,321,271	1,416,808	1,522,768	1,609,753	1,706,753	1,810,729	1,922,300
47	Net Interfund Transfers (In - Out)		$ (1,414,080)	(3,539,415)	(1,689,784)	(2,701,077)	(1,128,990)	(1,045,136)	(1,293,085)	(1,331,875)	(1,371,736)	(1,412,720)	(1,456,006)
48	Debt Service Payments		$ -	-	-	-	-	-	-	-	-	-	-
49	Renewal & Replacement Transfer		$ -	-	-	-	-	-	-	-	-	-	-
50	**Net Cash Flow**		**$ (806,691)**	**(3,241,530)**	**(940,091)**	**(1,453,840)**	**192,280**	**371,672**	**229,683**	**277,878**	**335,017**	**398,009**	**466,294**

Forecast of Net Revenues and Debt Service Coverage

			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
51	**Unrestricted Working Capital Reserve Fund**												
52	Balance At Beginning Of Fiscal Year	$	9,109,196	8,302,505	5,060,974	4,120,883	2,667,043	2,859,323	3,230,995	3,460,679	3,738,557	4,073,574	4,471,583
53	Cash Flow Surplus/(Deficit)	$	-	-	-	-	192,280	371,672	229,683	277,878	335,017	398,009	466,294
54	Reserve Fund Balance Used For Cash Flow Deficit	$	(806,691)	(3,241,530)	(940,091)	(1,453,840)	-	-	-	-	-	-	-
55	Projects Designated To Be Paid With Cash	$	-	-	-	-	-	-	-	-	-	-	-
56	Projects Paid With Reserve Funds (Non Specified Funds)	$	-	-	-	-	-	-	-	-	-	-	-
57	**Balance At End Of Fiscal Year**	**$**	**8,302,505**	**5,060,974**	**4,120,883**	**2,667,043**	**2,859,323**	**3,230,995**	**3,460,679**	**3,738,557**	**4,073,574**	**4,471,583**	**4,937,877**
58	Number of Months of Unrestricted Reserves	**Target: 4.0**	16.4	9.0	7.4	4.9	5.1	5.7	5.9	6.2	6.5	7.0	7.5

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Capital Project Funding Summary

FINAL CAPITAL PROJECTS FUNDING SOURCES		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Sewer Impact Fees	$	-	-	-	-	-	-	212,063	217,500	222,938	228,375	234,188
CRA Fund	$	-	-	-	-	-	-	-	-	-	-	-
Bond Proceeds	$	-	-	-	-	-	-	-	-	-	-	-
Renewal & Replacement	$	845,000	3,077,031	1,229,663	2,108,540	514,031	409,694	636,188	652,500	668,813	685,125	702,563
Capital Improvement Fund	$	-	-	-	-	-	-	-	-	-	-	-
Revenue Fund	$	-	-	-	-	-	-	-	-	-	-	-
SRF Proceeds	$	-	-	-	-	-	-	-	-	-	-	-
Debt Proceeds	$	-	-	-	-	-	-	-	-	-	-	-
Projects designated to be paid with cash	$	-	-	-	-	-	-	-	-	-	-	-
Total Projects Paid	**$**	**845,000**	**3,077,031**	**1,229,663**	**2,108,540**	**514,031**	**409,694**	**848,250**	**870,000**	**891,750**	**913,500**	**936,750**
Total CIP Input	**$**	**845,000**	**3,077,031**	**1,229,663**	**2,108,540**	**514,031**	**409,694**	**848,250**	**870,000**	**891,750**	**913,500**	**936,750**
Variance	$	-	-	-	-	-	-	-	-	-	-	-

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Funding Summary by Fund

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Sewer Impact Fees											
Balance At Beginning Of Fiscal Year	$ -	351,564	785,023	1,068,209	1,365,191	1,483,585	1,613,969	1,547,155	1,480,203	1,413,113	1,345,879
Additional Annual Revenues	$ 351,125	430,625	276,263	284,875	100,700	107,325	113,950	120,575	127,200	133,825	138,463
Less: Payment Of Debt Service	$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 351,125	782,189	1,061,286	1,353,084	1,465,891	1,590,910	1,727,919	1,667,730	1,607,403	1,546,938	1,484,342
Less: Restricted Funds	$ -	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	$ 351,125	782,189	1,061,286	1,353,084	1,465,891	1,590,910	1,727,919	1,667,730	1,607,403	1,546,938	1,484,342
Amount Paid For Projects	$ -	-	-	-	-	-	(212,063)	(217,500)	(222,938)	(228,375)	(234,188)
Subtotal	$ 351,125	782,189	1,061,286	1,353,084	1,465,891	1,590,910	1,515,856	1,450,230	1,384,466	1,318,563	1,250,154
Add Back: Restricted Funds	$ -	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	$ 439	2,834	6,924	12,106	17,694	23,059	31,298	29,974	28,647	27,317	25,960
Less: Interest Allocated To Cash Flow	$ -	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	$ 351,564	785,023	1,068,209	1,365,191	1,483,585	1,613,969	1,547,155	1,480,203	1,413,113	1,345,879	1,276,115
Renewal & Replacement											
Balance At Beginning Of Fiscal Year	$ 1,166,140	1,166,140	1,100,844	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Additional Annual Revenues	$ 845,000	3,011,735	1,128,819	2,108,540	514,031	409,694	636,188	652,500	668,813	685,125	702,563
Less: Payment Of Debt Service	$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 2,011,140	4,177,875	2,229,663	3,108,540	1,514,031	1,409,694	1,636,188	1,652,500	1,668,813	1,685,125	1,702,563
Less: Restricted Funds	$ (1,166,140)	(1,100,844)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)
Total Amount Available For Projects	$ 845,000	3,077,031	1,229,663	2,108,540	514,031	409,694	636,188	652,500	668,813	685,125	702,563
Amount Paid For Projects	$ (845,000)	(3,077,031)	(1,229,663)	(2,108,540)	(514,031)	(409,694)	(636,188)	(652,500)	(668,813)	(685,125)	(702,563)
Subtotal	$ -	-	-	-	-	-	-	-	-	-	-
Add Back: Restricted Funds	$ 1,166,140	1,100,844	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Plus: Interest Earnings	$ 2,915	5,667	7,878	10,000	12,500	15,000	20,000	20,000	20,000	20,000	20,000
Less: Interest Allocated To Cash Flow	$ (2,915)	(5,667)	(7,878)	(10,000)	(12,500)	(15,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
Balance At End Of Fiscal Year	$ 1,166,140	1,100,844	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Revenue Fund											
Balance At Beginning Of Fiscal Year	$ 9,109,196	8,302,505	5,060,974	4,120,883	2,667,043	2,859,323	3,230,995	3,460,679	3,738,557	4,073,574	4,471,583
Additional Annual Revenues	$ (806,691)	(3,241,530)	(940,091)	(1,453,840)	192,280	371,672	229,683	277,878	335,017	398,009	466,294
Less: Cash-Funded Capital Projects	$ -	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 8,302,505	5,060,974	4,120,883	2,667,043	2,859,323	3,230,995	3,460,679	3,738,557	4,073,574	4,471,583	4,937,877
Less: Restricted Funds	$ (2,020,535)	(2,251,085)	(2,233,108)	(2,161,234)	(2,222,930)	(2,285,029)	(2,352,111)	(2,422,927)	(2,495,434)	(2,570,922)	(2,649,299)
Total Amount Available For Projects	$ 6,281,970	2,809,889	1,887,775	505,808	636,394	945,967	1,108,568	1,315,630	1,578,140	1,900,661	2,288,579
Amount Paid For Projects	$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 6,281,970	2,809,889	1,887,775	505,808	636,394	945,967	1,108,568	1,315,630	1,578,140	1,900,661	2,288,579
Add Back: Restricted Funds	$ 2,020,535	2,251,085	2,233,108	2,161,234	2,222,930	2,285,029	2,352,111	2,422,927	2,495,434	2,570,922	2,649,299
Plus: Interest Earnings	$ 21,765	33,409	34,432	33,940	34,540	45,677	66,917	71,992	78,121	85,452	94,095
Less: Interest Allocated To Cash Flow	$ (21,765)	(33,409)	(34,432)	(33,940)	(34,540)	(45,677)	(66,917)	(71,992)	(78,121)	(85,452)	(94,095)
Balance At End Of Fiscal Year	$ 8,302,505	5,060,974	4,120,883	2,667,043	2,859,323	3,230,995	3,460,679	3,738,557	4,073,574	4,471,583	4,937,877

Senior Lien Borrowing Projections

				FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Term (Years)				20	20	20	20	20	20	20	20	20	20	20
Interest Rate				3.00%	3.25%	3.50%	3.75%	4.00%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Sources of Funds														
Par Amount			$	-	-	-	-	-	-	-	-	-	-	-
Uses of Funds														
Proceeds			$	-	-	-	-	-	-	-	-	-	-	-
Cost of Issuance	2.00%	of Par	$	-	-	-	-	-	-	-	-	-	-	-
Underwriter's Discount	$0.00	per $1,000	$	-	-	-	-	-	-	-	-	-	-	-
Bond Insurance	0.00	times total Debt Service	$	-	-	-	-	-	-	-	-	-	-	-
Capitalized Interest	0.00	Years Interest	$	-	-	-	-	-	-	-	-	-	-	-
Debt Service Surety	0.00%	of Debt Service	$	-	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve	0.00	Years of Debt Service	$	-	-	-	-	-	-	-	-	-	-	-
Other Costs			$	-	-	-	-	-	-	-	-	-	-	-
Total Uses			$	-	-	-	-	-	-	-	-	-	-	-
1 Year Interest			$	-	-	-	-	-	-	-	-	-	-	-
Annual Debt Service			**$**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Total Debt Service			$	-	-	-	-	-	-	-	-	-	-	-
Cumulative New Annual Debt Service			**$**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

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Appendix C – Regional Sewer System

Supporting Schedules

Schedule 1 contains the assumptions of the FY 2016 RSA

Schedule 2 contains the end of FY 2014 fund balances that serve as the FY 2015 beginning balances of the FY 2016 RSA

Schedule 3 provides a listing of the projects in the CIP utilized in this FY 2016 RSA

Schedule 4 contains a detailed list of all projected cash inflows from FY 2015 - FY 2025

Schedule 5 contains a detailed list of all projected cash outflows from FY 2015 - FY2025

Schedule 6 contains the FAMS-XL© Control Panel that presents a summary of the financial management plan, including annual rate increases, debt service coverage ratios, total CIP spending levels, customer impacts, and fund balances

Schedule 7 presents annual net income, debt service coverage, and cash flow results

Schedule 8 shows the funding sources utilized to pay for the CIP

Schedule 9 presents a fund-level cash flow reconciliation, providing the beginning balance in each year, the amount utilized for project funding or payment of debt service, interest calculations, and the end of year fund balance

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Assumptions

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Annual Growth:											
Estimated Annual Flow Per Regional Partner In Thousands of Gallons											
Lake Worth	**1,566,121**	**1,566,121**	**1,566,121**	**1,566,121**	**1,566,121**	**1,566,121**	**1,566,121**	**1,566,121**	**1,566,121**	**1,566,121**	**1,566,121**
Incremental Growth	N/A	-	-	-	-	-	-	-	-	-	-
Annual % Change	*N/A*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Palm Springs	**749,373**	**749,373**	**749,373**	**749,373**	**749,373**	**749,373**	**749,373**	**749,373**	**749,373**	**749,373**	**749,373**
Incremental Growth	N/A	-	-	-	-	-	-	-	-	-	-
Annual % Change	*N/A*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Atlantis	**140,700**	**140,700**	**140,700**	**140,700**	**140,700**	**140,700**	**140,700**	**140,700**	**140,700**	**140,700**	**140,700**
Incremental Growth	N/A	-	-	-	-	-	-	-	-	-	-
Annual % Change	*N/A*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
PBCC	**13,030**	**13,030**	**13,030**	**13,030**	**13,030**	**13,030**	**13,030**	**13,030**	**13,030**	**13,030**	**13,030**
Incremental Growth	N/A	-	-	-	-	-	-	-	-	-	-
Annual % Change	*N/A*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Lantana	**400,079**	**400,079**	**400,079**	**412,081**	**424,443**	**437,177**	**450,292**	**463,801**	**463,801**	**463,801**	**463,801**
Incremental Growth	N/A	-	-	12,002	12,362	12,733	13,115	13,509	-	-	-
Annual % Change	*N/A*	*0.00%*	*0.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*0.00%*	*0.00%*	*0.00%*
Manalapan	**32,471**	**32,471**	**32,471**	**32,471**	**32,471**	**32,471**	**32,471**	**32,471**	**32,471**	**32,471**	**32,471**
Incremental Growth	N/A	-	-	-	-	-	-	-	-	-	-
Annual % Change	*N/A*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
South Palm Beach	**59,636**	**59,636**	**59,636**	**59,636**	**59,636**	**59,636**	**59,636**	**59,636**	**59,636**	**59,636**	**59,636**
Incremental Growth	N/A	-	-	-	-	-	-	-	-	-	-
Annual % Change	*N/A*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Lake Clarke Shores	**156,690**	**156,690**	**156,690**	**156,690**	**156,690**	**156,690**	**156,690**	**156,690**	**156,690**	**156,690**	**156,690**
Incremental Growth	N/A	-	-	-	-	-	-	-	-	-	-
Annual % Change	*N/A*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Total Flows - All Regional Partners	***3,118,101***	***3,118,101***	***3,118,101***	***3,130,103***	***3,142,465***	***3,155,199***	***3,168,314***	***3,181,823***	***3,181,823***	***3,181,823***	***3,181,823***
Incremental Growth	***N/A***	***-***	***-***	***12,002***	***12,362***	***12,733***	***13,115***	***13,509***	***-***	***-***	***-***
Annual % Change	***N/A***	***0.00%***	***0.00%***	***0.38%***	***0.39%***	***0.41%***	***0.42%***	***0.43%***	***0.00%***	***0.00%***	***0.00%***
Total Flows in MGD	***8.54***	***8.54***	***8.54***	***8.58***	***8.61***	***8.64***	***8.68***	***8.72***	***8.72***	***8.72***	***8.72***
Capital Spending:											
Annual Capital Budget (Current Day $)	$300,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Average Annual Interest Earnings Rate:											
Regional Sewer Fund:	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	2.00%	2.00%	2.00%	2.00%	2.00%
Operating Budget Reserve:											
Target (Number of Months of Reserve)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Operating Budget Execution Percentage:											
Personal Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Operations and Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Variable Operations and Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

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FY2015 Beginning Balances

SOURCE: FY 2014 Year End Trial Balances & FY 2014 Draft CAFR

	Revenue Fund	Renewal & Replacement
CURRENT UNRESTRICTED ASSETS		
Cash and Cash Equivalents	$ 459,974	$ 980,018
Investments	$ 1,806,570	$ 1,002,229
Accounts Receivable, Net	$ 195,641	$ -
Accrued Interest Receivable	$ 5,929	$ -
TOTAL CURRENT ASSETS	$ 2,521,730	$ 1,982,247
Less: Accounts and Contracts Payable	$ (46,824)	$ -
Less: Accrued Liabilities	$ (1,209,146)	$ -
Less: Due to Other Funds	$ -	$ -
Less: Compensated Absences - Current	$ -	$ -
Less: Notes Payable Current	$ -	$ -
FUND BALANCE (ASSETS - LIABILITIES)	$ 1,265,760	$ 1,982,247
Plus/(Less):	$ -	$ -
Plus/(Less):	$ -	$ -
NET UNRESTRICTED FUND BALANCE	**$ 1,265,760**	**$ 1,982,247**

Fund Summary

Renewal & Replacement	$ 1,982,247
Revenue Fund	$ 1,265,760
TOTAL CONSOLIDATED FUND BALANCE	**$ 3,248,007**

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Capital Improvement Program

Project Description	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Water Main Repl Masterplan Projs - see # 79	$ 300,000	-	-	-	-	-	-	-	-	-	-
Total CIP Budget (in Current Year dollars)	**$ 300,000**	-	-	-	-	-	-	-	-	-	-
Cumulative Projected Cost Escalation	0.0%	0.0%	3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%
Resulting CIP Funding Level	**$ 300,000**	-	-	-	-	-	-	-	-	-	-
Annual CIP Execution Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Final CIP Funding Level	**$ 300,000**	-	-	-	-	-	-	-	-	-	-

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Schedule 4 – Projection of Cash Inflows

Projection of Cash Inflows

			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
1	**Sewer Rate Revenue**												
2	405-0000-343.55	Usage Charges	$ 5,391,111	5,552,844	5,552,844	5,686,321	5,880,696	6,082,351	6,291,592	6,508,741	6,704,003	6,905,123	7,112,277
3	**Subtotal**		**$ 5,391,111**	**5,552,844**	**5,552,844**	**5,686,321**	**5,880,696**	**6,082,351**	**6,291,592**	**6,508,741**	**6,704,003**	**6,905,123**	**7,112,277**
4	**Other Operating Revenue**												
5	405-0000-343.58-57	South Palm Beach (Lift Station Charge)	$ 3,300	-	-	-	-	-	-	-	-	-	-
6	405-0000-343.56	ECR R&R	$ 582,021	799,309	823,288	847,987	873,426	899,629	926,618	954,417	983,049	1,012,540	1,042,917
7	**Subtotal**		**$ 585,321**	**799,309**	**823,288**	**847,987**	**873,426**	**899,629**	**926,618**	**954,417**	**983,049**	**1,012,540**	**1,042,917**
8	**Non-Other Operating Revenue**												
9	405-0000-361.30-00	Gain/Loss on Investments	$ (1,140)	-	-	-	-	-	-	-	-	-	-
10	**Subtotal**		**$ (1,140)**	-	-	-	-	-	-	-	-	-	-
11	**Transfers In**												
12	406-0000-343.54	Palm Beach County Transmission R&R - Lake Worth	$ 135,713	141,842	-	-	-	-	-	-	-	-	-
13	406-0000-343.54	Palm Beach County Transmission R&R - Lantana	$ 37,433	39,123	-	-	-	-	-	-	-	-	-
14	406-0000-343.54	Palm Beach County Transmission R&R - Atlantis	$ 12,590	13,159	-	-	-	-	-	-	-	-	-
15	406-0000-343.54	Palm Beach County Transmission R&R- Palm Springs	$ 86,781	90,700	-	-	-	-	-	-	-	-	-
16	406-0000-343.54	Palm Beach County Transmission R&R - Manalapan	$ 3,946	4,124	-	-	-	-	-	-	-	-	-
17	406-0000-343.54	Palm Beach County Transmission R&R - South Palm Beach	$ 8,878	9,279	-	-	-	-	-	-	-	-	-
18	406-0000-343.54	Palm Beach County Transmission R&R - Palm Beach	$ -	-	-	-	-	-	-	-	-	-	-
19	406-0000-343.54	Palm Beach County Transmission R&R - PBCC	$ 2,804	2,930	-	-	-	-	-	-	-	-	-
20	406-0000-343.54	Palm Beach County Transmission R&R - Lake Clarke Shores	$ 10,384	10,852	-	-	-	-	-	-	-	-	-
21	406-0000-343.54	LW SubRegional R&R - Lake Worth	$ -	363,687	363,687	-	-	-	-	-	-	-	-
22	406-0000-343.54	LW SubRegional R&R - Lantana	$ -	100,313	100,313	-	-	-	-	-	-	-	-
23	406-0000-343.54	LW SubRegional R&R - Atlantis	$ -	33,739	33,739	-	-	-	-	-	-	-	-
24	406-0000-343.54	LW SubRegional R&R- Palm Springs	$ -	232,557	232,557	-	-	-	-	-	-	-	-
25	406-0000-343.54	LW SubRegional R&R - Manalapan	$ -	10,574	10,574	-	-	-	-	-	-	-	-
26	406-0000-343.54	LW SubRegional R&R - South Palm Beach	$ -	23,791	23,791	-	-	-	-	-	-	-	-
27	406-0000-343.54	LW SubRegional R&R - Palm Beach	$ -	-	-	-	-	-	-	-	-	-	-
28	406-0000-343.54	LW SubRegional R&R - PBCC	$ -	7,513	7,513	-	-	-	-	-	-	-	-
29	406-0000-343.54	LW SubRegional R&R - Lake Clarke Shores	$ -	27,826	27,826	-	-	-	-	-	-	-	-
30	**Subtotal**		**$ 298,527**	**1,112,009**	**800,000**	-	-	-	-	-	-	-	-
31	**Interest Earnings**												
32		Interest Earned on Unrestricted Funds	$ 8,746	20,188	32,677	44,220	56,166	68,511	92,891	94,498	96,061	97,571	99,130
33	**Subtotal**		**$ 8,746**	**20,188**	**32,677**	**44,220**	**56,166**	**68,511**	**92,891**	**94,498**	**96,061**	**97,571**	**99,130**
34	**Total Revenue**		**$ 6,282,565**	**7,484,350**	**7,208,809**	**6,578,528**	**6,810,288**	**7,050,491**	**7,311,101**	**7,557,656**	**7,783,113**	**8,015,234**	**8,254,324**

Schedule 5 – Projection of Cash Outflows

Projection of Cash Outflows

	Account Number	Account Title		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
1	**Personal Services**													
2	405-7421-535.12-10	Regular	$	119,278	124,062	127,784	131,617	135,566	139,633	143,822	148,137	152,581	157,158	161,873
3	405-7421-535.14-10	Standard Overtime	$	15,000	15,600	16,068	16,550	17,047	17,558	18,085	18,627	19,186	19,762	20,354
4	405-7421-535.15-10	Longevity	$	1,768	4,299	4,428	4,561	4,698	4,839	4,984	5,133	5,287	5,446	5,609
6	405-7421-535.21-00	FICA Taxes	$	9,503	9,936	10,234	10,541	10,857	11,183	11,519	11,864	12,220	12,587	12,964
7	405-7421-535.22-10	Defined Benefit Plan	$	38,170	39,628	38,454	37,147	36,238	35,376	35,303	35,784	35,991	36,334	36,724
8	405-7421-535.23-00	Life & Health Insurance	$	22,240	26,543	28,666	30,960	33,437	36,111	39,000	42,120	45,490	49,129	53,060
9	405-7421-535.24-10	Workers' Comp Regular	$	5,608	5,213	5,474	5,747	6,035	6,336	6,653	6,986	7,335	7,702	8,087
10	**Personal Services Total**		**$**	**211,567**	**225,285**	**231,112**	**237,128**	**243,881**	**251,040**	**259,370**	**268,656**	**278,095**	**288,122**	**298,676**
11	**Operations & Maintenance Expenses**													
12	405-7421-535.31-10	Legal	$	1,000	-	-	-	-	-	-	-	-	-	-
13	405-7421-535.31-90	Other	$	45,000	75,000	76,875	78,797	80,767	82,786	84,856	86,977	89,151	91,380	93,665
14	405-7421-535.34-50	Other Contractual Service	$	62,600	62,600	64,165	65,769	67,413	69,099	70,826	72,597	74,412	76,272	78,179
15	405-7421-535.40-10	Training/Registration	$	2,250	2,250	2,306	2,364	2,423	2,484	2,546	2,609	2,675	2,741	2,810
16	405-7421-535.41-20	Mobile Radios	$	1,000	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
17	405-7421-535.43-10	Water	$	27,201	33,370	35,039	36,790	38,630	40,561	42,590	44,719	45,613	46,526	47,456
18	405-7421-535.43-20	Sewer	$	1,020	1,000	1,080	1,166	1,260	1,285	1,311	1,337	1,364	1,391	1,419
19	405-7421-535.43-30	Electricity	$	185,508	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000
20	405-7421-535.43-40	Refuse/Waste Disposal	$	2,619	5,700	5,843	5,989	6,138	6,292	6,449	6,610	6,776	6,945	7,119
21	405-7421-535.45-10	Property/Liability	$	34,174	34,174	35,028	35,904	36,802	37,722	38,665	39,631	40,622	41,638	42,679
22	405-7421-535.46-21	Equipment-General	$	20,000	25,000	25,625	26,266	26,922	27,595	28,285	28,992	29,717	30,460	31,222
23	405-7421-535.46-22	Equipment-Garage	$	6,900	6,900	7,073	7,249	7,431	7,616	7,807	8,002	8,202	8,407	8,617
24	405-7421-535.46-27	Heavy Equip-ext repairs	$	60,000	60,000	61,500	63,038	64,613	66,229	67,884	69,582	71,321	73,104	74,932
25	405-7421-535.46-60	Meters/Lines	$	8,000	10,000	10,250	10,506	10,769	11,038	11,314	11,597	11,887	12,184	12,489
26	405-7421-535.51-10	Office Supplies	$	1,000	1,500	1,538	1,576	1,615	1,656	1,697	1,740	1,783	1,828	1,873
27	405-7421-535.52-10	Gas, Lubricants & Oil	$	15,000	18,000	18,900	19,845	20,837	21,879	22,973	24,122	25,328	26,594	27,924
28	405-7421-535.52-20	Small Tools & Equipment	$	3,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
29	405-7421-535.52-30	Chemicals	$	160,200	210,200	220,710	231,746	243,333	255,499	268,274	281,688	295,773	310,561	326,089
30	405-9010-519.58-70	Bank Charges and Fees	$	2,041	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
31	405-9010-535.34-95	Interfund Admins Services	$	156,035	156,035	160,658	166,019	171,597	177,392	183,432	189,723	195,421	201,305	207,379
32	**Operations & Maintenance Expenses Total**		**$**	**794,548**	**878,729**	**903,764**	**930,378**	**958,089**	**986,859**	**1,016,829**	**1,048,044**	**1,078,365**	**1,109,865**	**1,142,592**
33	**Regional System Expenses**													
34	405-7421-535.34-80	Reg System Expense	$	300,501	339,596	349,784	362,103	374,903	388,205	402,031	416,404	428,897	441,763	455,016
35	405-7421-535.34-85	Regional Exp - Flow	$	3,414,786	3,859,051	3,974,823	4,114,812	4,260,264	4,411,420	4,568,533	4,731,868	4,873,824	5,020,039	5,170,640
36	405-7421-535.34-86	Regional Exp -SRF Loan	$	-	-	-	-	-	-	-	-	-	-	-
37	405-7421-535.34-87	Regional Exp - ECR R & R	$	582,021	799,309	823,288	847,987	873,426	899,629	926,618	954,417	983,049	1,012,540	1,042,917
38	**Regional System Expenses Total**		**$**	**4,297,308**	**4,997,956**	**5,147,895**	**5,324,902**	**5,508,593**	**5,699,254**	**5,897,182**	**6,102,689**	**6,285,770**	**6,474,342**	**6,668,573**
39	**Capital Outlays**													
40	406-7490-535.64-40	**Misc. Equipment**	$	30,000	-	-	-	-	-	-	-	-	-	-
41	**Capital Outlays Total**		**$**	**30,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
42	**Other Below the Line Expenses (OBLE)**													
43		Palm Beach County Transmission R&R - Lake Worth	$	-	363,687	363,687	-	-	-	-	-	-	-	-
44		Palm Beach County Transmission R&R - Lantana	$	-	100,313	100,313	-	-	-	-	-	-	-	-
45		Palm Beach County Transmission R&R - Atlantis	$	-	33,739	33,739	-	-	-	-	-	-	-	-
46		Palm Beach County Transmission R&R- Palm Springs	$	-	232,557	232,557	-	-	-	-	-	-	-	-
47		Palm Beach County Transmission R&R - Manalapan	$	-	10,574	10,574	-	-	-	-	-	-	-	-
48		Palm Beach County Transmission R&R - South Palm Beach	$	-	23,791	23,791	-	-	-	-	-	-	-	-
50		Palm Beach County Transmission R&R - PBCC	$	-	7,513	7,513	-	-	-	-	-	-	-	-
51		Palm Beach County Transmission R&R - Lake Clarke Shores	$	-	27,826	27,826	-	-	-	-	-	-	-	-
52	**Other Below the Line Expenses (OBLE) Total**		**$**	**-**	**800,000**	**800,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
53		**Total by Category**												
54		Personal Services	$	211,567	225,285	231,112	237,128	243,881	251,040	259,370	268,656	278,095	288,122	298,676
55		Fixed Operations and Maintance	$	794,548	878,729	903,764	930,378	958,089	986,859	1,016,829	1,048,044	1,078,365	1,109,865	1,142,592
56		Variable Operations and Maintance	$	4,297,308	4,997,956	5,147,895	5,324,902	5,508,593	5,699,254	5,897,182	6,102,689	6,285,770	6,474,342	6,668,573
57		Capital outlays	$	30,000	-	-	-	-	-	-	-	-	-	-
58		Other Below the Line Expenses (OBLE)	$	-	800,000	800,000	-	-	-	-	-	-	-	-
59		**Category Excution Rates**												
60		Personal Services		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Schedule 5 – Projection of Cash Outflows

Projection of Cash Outflows

	Account Number	Account Title	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
61		Operations & Maintenance Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
62		Regional System Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
63		Capital outlays	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
64		Other Below the Line Expenses (OBLE)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
65		**Total by Category at excution**											
66		Personal Services	$ 211,567	225,285	231,112	237,128	243,881	251,040	259,370	268,656	278,095	288,122	298,676
67		Fixed Operations and Maintance	$ 794,548	878,729	903,764	930,378	958,089	986,859	1,016,829	1,048,044	1,078,365	1,109,865	1,142,592
68		Variable Operations and Maintance	$ 4,297,308	4,997,956	5,147,895	5,324,902	5,508,593	5,699,254	5,897,182	6,102,689	6,285,770	6,474,342	6,668,573
69		Capital outlays	$ 30,000	-	-	-	-	-	-	-	-	-	-
70		Other Below the Line Expenses (OBLE)	$ -	800,000	800,000	-	-	-	-	-	-	-	-
71													
72		**Total**	**$ 5,333,423**	**$ 6,901,970**	**$ 7,082,771**	**$ 6,492,408**	**$ 6,710,564**	**$ 6,937,154**	**$ 7,173,381**	**$ 7,419,389**	**$ 7,642,229**	**$ 7,872,329**	**$ 8,109,842**

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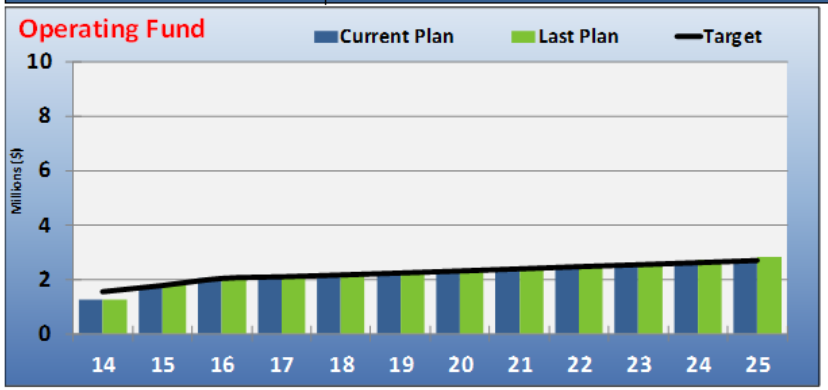
Schedule 6 – FAMS-XL Control Panel

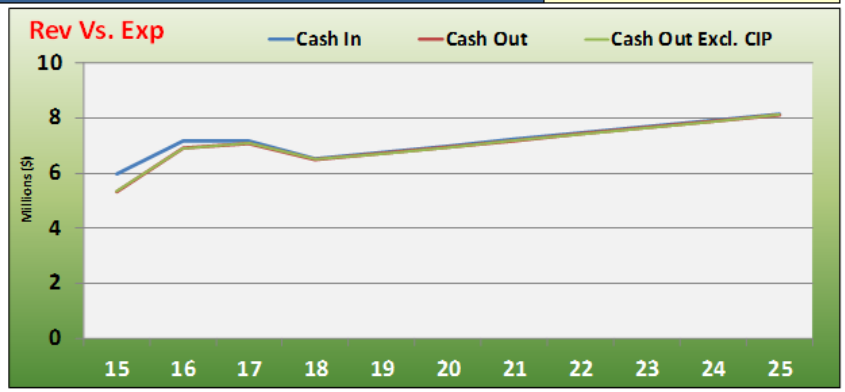
FAMS - Control Panel

REGIONAL SEWER FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS) SUMMARY

SAVE CALC ROLL

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Cumulative Change FY 2020	Cumulative Change FY 2025
Override ▶		3.00%	0.00%	2.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Bulk Wastewater O&M Rate Increases	0.00%	3.00%	0.00%	2.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	11.46%	29.21%
Last Plan	0.00%	3.05%	0.00%	1.94%	2.86%	2.88%	2.73%	3.11%	3.08%	3.10%	3.10%	11.17%	29.02%
Estimated Annual TRUEUP (000)	$149	$4	$66	$16	$27	$38	$59	$56	$67	$66	$65		
O&M Rate	$1.778	$1.831	$1.831	$1.868	$1.924	$1.982	$2.041	$2.102	$2.165	$2.230	$2.297	Palm Springs Exit	
O&M Rate $/1000 Gals.	$1.778	$1.831	$1.831	$1.868	$1.924	$1.982	$2.041	$2.102	$2.165	$2.230	$2.297	MGD Taken	1.0
Cumulative Rate Increase		3.00%	3.00%	5.06%	8.21%	11.46%	14.80%	18.25%	21.79%	25.45%	29.21%	Check	$ -





Schedule 7 – Forecast of Net Revenues and Debt Service Coverage

Forecast of Net Revenues and Debt Service Coverage

			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
1	**Sewer Rate Revenue**												
2	**Total Sewer Rate Revenue**												
3	Base Rate Revenue		$ 5,391,111	5,391,111	5,552,844	5,552,844	5,686,321	5,880,696	6,082,351	6,291,592	6,508,741	6,704,003	6,905,123
4	Additional Rate Revenue From Partial Py Rate Increase		$ -	-	-	-	-	-	-	-	-	-	-
5	Additional Rate Revenue From Growth		$ -	-	-	21,980	23,093	24,499	25,991	27,574	-	-	-
6	Other Revenue Adjustments		$ -	-	-	-	-	-	-	-	-	-	-
7	Base Rate Revenue		$ 5,391,111	5,391,111	5,552,844	5,574,824	5,709,414	5,905,195	6,108,342	6,319,166	6,508,741	6,704,003	6,905,123
8	Proposed Sewer Rate Increase		0.0%	3.0%	0.0%	2.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
9	Additional Rate Revenue From Rate Increase		$ -	161,733	-	111,496	171,282	177,156	183,250	189,575	195,262	201,120	207,154
10	Price Elasticity Adjustment		$ -	-	-	-	-	-	-	-	-	-	-
11	**Total Rate Revenue**		**$ 5,391,111**	**5,552,844**	**5,552,844**	**5,686,321**	**5,880,696**	**6,082,351**	**6,291,592**	**6,508,741**	**6,704,003**	**6,905,123**	**7,112,277**
12	Plus: Other Operating Revenue		$ 585,321	799,309	823,288	847,987	873,426	899,629	926,618	954,417	983,049	1,012,540	1,042,917
13	**Equals: Total Operating Revenue**		**$ 5,976,432**	**6,352,153**	**6,376,132**	**6,534,308**	**6,754,122**	**6,981,980**	**7,218,210**	**7,463,158**	**7,687,052**	**7,917,663**	**8,155,194**
14	**Less: Operating Expenses**												
15	Personal Services		$ (211,567)	(225,285)	(231,112)	(237,128)	(243,881)	(251,040)	(259,370)	(268,656)	(278,095)	(288,122)	(298,676)
16	Variable Operations and Management		$ (794,548)	(878,729)	(903,764)	(930,378)	(958,089)	(986,859)	(1,016,829)	(1,048,044)	(1,078,365)	(1,109,865)	(1,142,592)
17	Operations and Management		$ (4,297,308)	(4,997,956)	(5,147,895)	(5,324,902)	(5,508,593)	(5,699,254)	(5,897,182)	(6,102,689)	(6,285,770)	(6,474,342)	(6,668,573)
18	**Equals: Net Operating Income**		**$ 673,009**	**250,183**	**93,361**	**41,900**	**43,558**	**44,826**	**44,829**	**43,768**	**44,823**	**45,334**	**45,352**
19	**Plus: Non-Operating Income/(Expense)**												
20	Non-Operating Revenue		$ (1,140)	-	-	-	-	-	-	-	-	-	-
21	Interest Income		$ 8,746	20,188	32,677	44,220	56,166	68,511	92,891	94,498	96,061	97,571	99,130
22	Contributions to R&R		$ 298,527	312,009	-	-	-	-	-	-	-	-	-
23	**Equals: Net Income**		**$ 979,142**	**582,380**	**126,038**	**86,120**	**99,724**	**113,337**	**137,720**	**138,266**	**140,884**	**142,905**	**144,482**
24	**Less: Revenues Excluded From Coverage Test**												
25	Impact Fees		$ -	-	-	-	-	-	-	-	-	-	-
26	Contributions to R&R		$ (298,527)	(312,009)	-	-	-	-	-	-	-	-	-
27	Transfers In		$ -	800,000	800,000	-	-	-	-	-	-	-	-
28	**Equals: Net Income Available For Debt Service**		**$ 680,615**	**1,070,371**	**926,038**	**86,120**	**99,724**	**113,337**	**137,720**	**138,266**	**140,884**	**142,905**	**144,482**
29	**Debt Service Coverage Test**												
30	Existing Debt Service		$ -	-	-	-	-	-	-	-	-	-	-
31	New Debt Service (Input)		$ -	-	-	-	-	-	-	-	-	-	-
32	Cumulative New Debt Service		$ -	-	-	-	-	-	-	-	-	-	-
33	**Total Conventional Debt Service**		**$ -**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
34	Calculated Debt Service Coverage	**Req.: 2.00**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	**Cash Flow Test**												
36	Net Income Available For Debt Service		$ 680,615	1,070,371	926,038	86,120	99,724	113,337	137,720	138,266	140,884	142,905	144,482
37	Net Interfund Transfers (In - Out)		$ -	800,000	800,000	-	-	-	-	-	-	-	-
38	Debt Service Payments		$ -	-	-	-	-	-	-	-	-	-	-
39	Capital Outlay		$ (30,000)	-	-	-	-	-	-	-	-	-	-
40	**Net Cash Flow**		**$ 650,615**	**1,870,371**	**1,726,038**	**86,120**	**99,724**	**113,337**	**137,720**	**138,266**	**140,884**	**142,905**	**144,482**
41	**Unrestricted Working Capital Reserve Fund**												
42	Balance At Beginning Of Fiscal Year		$ 1,265,760	1,767,808	2,033,990	2,094,257	2,164,136	2,236,855	2,312,385	2,391,127	2,473,130	2,547,410	2,624,110
43	Cash Flow Surplus/(Deficit)		$ 650,615	270,371	126,038	86,120	99,724	113,337	137,720	138,266	140,884	142,905	144,482
44	Reserve Fund Balance Used For Cash Flow Deficit		$ -	-	-	-	-	-	-	-	-	-	-
45	Projects Designated To Be Paid With Cash		$ -	-	-	-	-	-	-	-	-	-	-
46	Projects Paid With Reserve Funds (Non Specified Funds)		$ -	-	-	-	-	-	-	-	-	-	-
47	**Balance At End Of Fiscal Year**		**$ 1,916,375**	**2,038,178**	**2,160,028**	**2,180,377**	**2,263,860**	**2,350,191**	**2,450,105**	**2,529,393**	**2,614,014**	**2,690,314**	**2,768,592**

Forecast of Net Revenues and Debt Service Coverage

			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
48	Minimum Working Capital Reserve Target		$ 1,767,808	2,033,990	2,094,257	2,164,136	2,236,855	2,312,385	2,391,127	2,473,130	2,547,410	2,624,110	2,703,281
49	Less: End of Fiscal Year Anticipated TrueUP		$ (148,568)	(4,188)	(65,771)	(16,241)	(27,005)	(37,807)	(58,978)	(56,263)	(66,604)	(66,205)	(65,311)
50	**Balance At End Of Fiscal Year (After TrueUP)**		**$ 1,767,808**	**2,033,990**	**2,094,257**	**2,164,136**	**2,236,855**	**2,312,385**	**2,391,127**	**2,473,130**	**2,547,410**	**2,624,110**	**2,703,281**
51	Number of Months of Unrestricted Reserves After TrueUP	**Target: 4.0**	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0

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Capital Project Funding Summary

FINAL CAPITAL PROJECTS FUNDING SOURCES	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Renewal & Replacement	$ 300,000	-	-	-	-	-	-	-	-	-	-
Revenue Fund	$ -	-	-	-	-	-	-	-	-	-	-
SRF Proceeds	$ -	-	-	-	-	-	-	-	-	-	-
Debt Proceeds	$ -	-	-	-	-	-	-	-	-	-	-
Projects designated to be paid with cash	$ -	-	-	-	-	-	-	-	-	-	-
Total Projects Paid	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total CIP Input	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Variance	$ -	-	-	-	-	-	-	-	-	-	-

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Funding Summary by Fund

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Renewal & Replacement											
Balance At Beginning Of Fiscal Year	$ 1,982,247	1,980,774	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783
Additional Annual Revenues	$ 298,527	312,009	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 2,280,774	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783
Less: Restricted Funds	$ -	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	$ 2,280,774	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783
Amount Paid For Projects	$ (300,000)	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 1,980,774	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783
Add Back: Restricted Funds	$ -	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	$ 4,954	10,684	17,196	22,928	28,660	34,392	45,856	45,856	45,856	45,856	45,856
Less: Interest Allocated To Cash Flow	$ (4,954)	(10,684)	(17,196)	(22,928)	(28,660)	(34,392)	(45,856)	(45,856)	(45,856)	(45,856)	(45,856)
Balance At End Of Fiscal Year	$ 1,980,774	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783	2,292,783
Revenue Fund											
Balance At Beginning Of Fiscal Year	$ 1,265,760	1,767,808	2,033,990	2,094,257	2,164,136	2,236,855	2,312,385	2,391,127	2,473,130	2,547,410	2,624,110
Additional Annual Revenues	$ 650,615	270,371	126,038	86,120	99,724	113,337	137,720	138,266	140,884	142,905	144,482
Less: Cash-Funded Capital Projects	$ -	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 1,916,375	2,038,178	2,160,028	2,180,377	2,263,860	2,350,191	2,450,105	2,529,393	2,614,014	2,690,314	2,768,592
Less: Restricted Funds	$ (1,767,808)	(2,033,990)	(2,094,257)	(2,164,136)	(2,236,855)	(2,312,385)	(2,391,127)	(2,473,130)	(2,547,410)	(2,624,110)	(2,703,281)
Total Amount Available For Projects	$ 148,568	4,188	65,771	16,241	27,005	37,807	58,978	56,263	66,604	66,205	65,311
Amount Paid For Projects	$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 148,568	4,188	65,771	16,241	27,005	37,807	58,978	56,263	66,604	66,205	65,311
Add Back: Restricted Funds	$ 1,767,808	2,033,990	2,094,257	2,164,136	2,236,855	2,312,385	2,391,127	2,473,130	2,547,410	2,624,110	2,703,281
Plus: Interest Earnings	$ 3,792	9,504	15,481	21,292	27,506	34,119	47,035	48,643	50,205	51,715	53,274
Less: Interest Allocated To Cash Flow	$ (3,792)	(9,504)	(15,481)	(21,292)	(27,506)	(34,119)	(47,035)	(48,643)	(50,205)	(51,715)	(53,274)
Balance At End Of Fiscal Year	$ 1,916,375	2,038,178	2,160,028	2,180,377	2,263,860	2,350,191	2,450,105	2,529,393	2,614,014	2,690,314	2,768,592
Less: Payment Of TrueUP	$ (148,568)	(4,188)	(65,771)	(16,241)	(27,005)	(37,807)	(58,978)	(56,263)	(66,604)	(66,205)	(65,311)
Balance At End of Year After TrueUP	$ 1,767,808	$ 2,033,990	$ 2,094,257	$ 2,164,136	$ 2,236,855	$ 2,312,385	$ 2,391,127	$ 2,473,130	$ 2,547,410	$ 2,624,110	$ 2,703,281
RESTRICTED RESERVES											
Balance At Beginning Of Fiscal Year	$ -	-	-	-	-	-	-	-	-	-	-
Additional Funds:	$ -	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve On New Debt	$ -	-	-	-	-	-	-	-	-	-	-
Other Additional Funds	$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	$ -	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	$ -	-	-	-	-	-	-	-	-	-	-
Less: Interest Allocated To Cash Flow	$ -	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	$ -	-	-	-	-	-	-	-	-	-	-

Appendix D – Rate Survey Schedules

Schedule 1 Presents a combined water and sewer bill survey for a residential customer using 3,000 gallons per month

Schedule 2 Presents a combined water and sewer bill survey for a residential customer using 4,000 gallons per month

Schedule 3 Presents a combined water and sewer bill survey for a residential customer using 5,000 gallons per month

Schedule 4 Presents a combined water and sewer bill survey for a residential customer using 6,000 gallons per month

Schedule 5 Presents a combined water and sewer bill survey for a residential customer using 7,000 gallons per month

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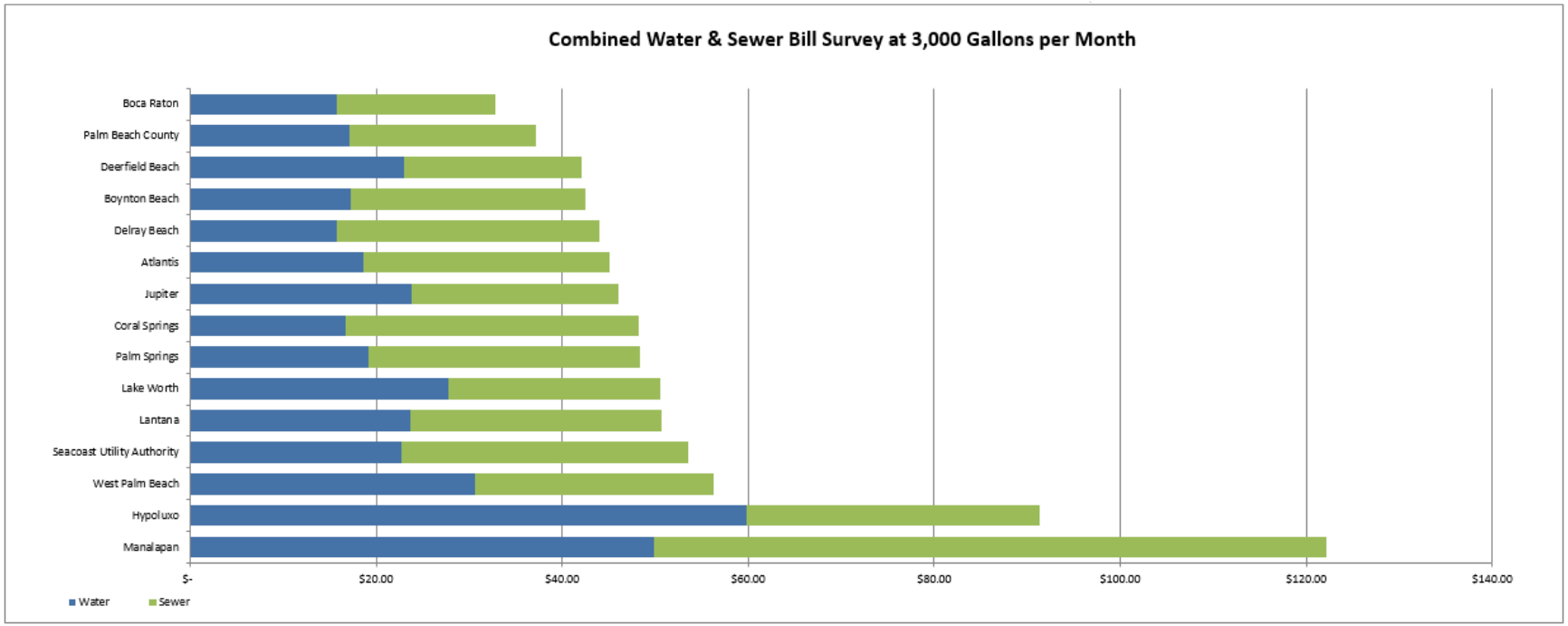

	Manalapan	Hypoluxo	West Palm Beach	Seacoast Utility Authority	Lantana	Lake Worth	Palm Springs	Coral Springs	Jupiter	Atlantis	Delray Beach	Boynton Beach	Deerfield Beach	Palm Beach County	Boca Raton
Water	$ 49.87	$ 59.84	$ 30.63	$ 22.70	$ 23.73	$ 27.82	$ 19.15	$ 16.73	$ 23.77	$ 18.65	$ 15.72	$ 17.30	$ 22.95	$ 17.11	$ 15.81
Sewer	$ 72.27	$ 31.47	$ 25.69	$ 30.79	$ 26.99	$ 22.77	$ 29.16	$ 31.54	$ 22.30	$ 26.50	$ 28.22	$ 25.15	$ 19.11	$ 20.11	$ 17.01
Total	$ 122.14	$ 91.31	$ 56.32	$ 53.49	$ 50.72	$ 50.60	$ 48.31	$ 48.26	$ 46.07	$ 45.15	$ 43.94	$ 42.45	$ 42.06	$ 37.22	$ 32.82

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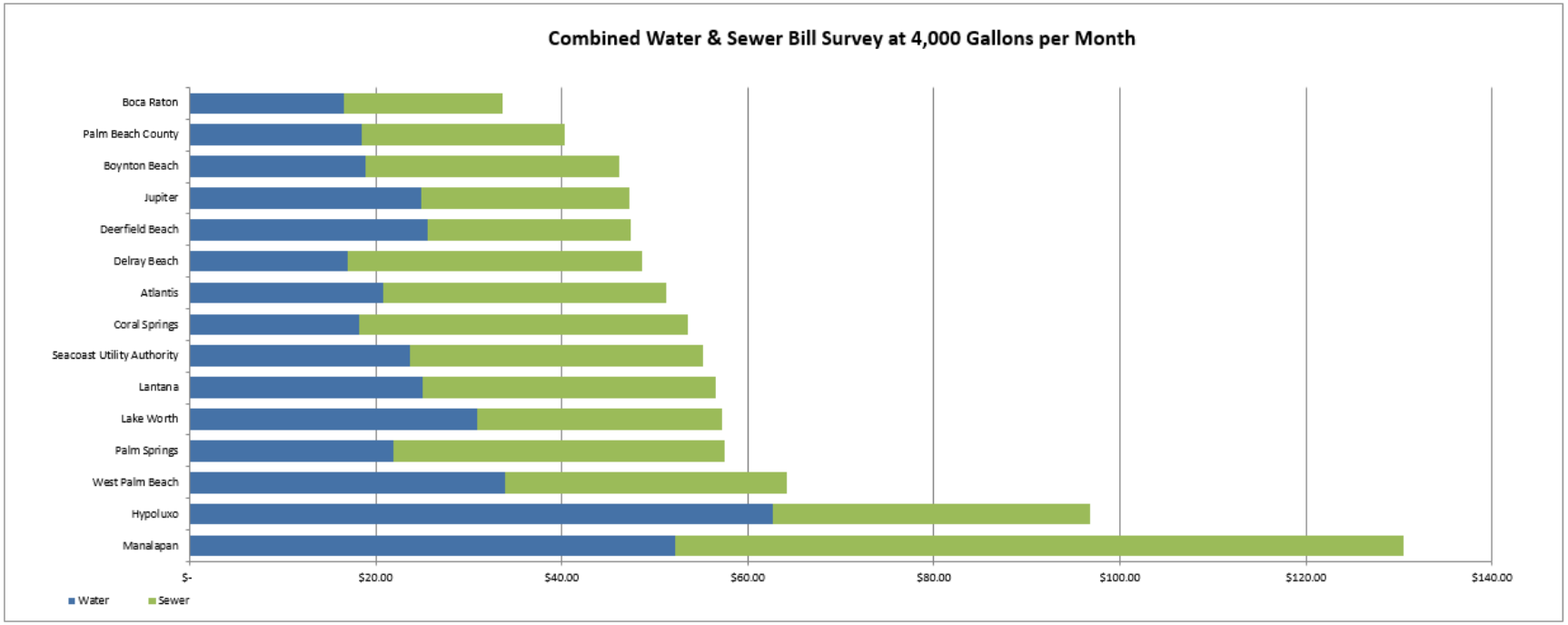
Schedule 2 – Single Family Residential – 4,000



	Manalapan	Hypoluxo	West Palm Beach	Palm Springs	Lake Worth	Lantana	Seacoast Utility Authority	Coral Springs	Atlantis	Delray Beach	Deerfield Beach	Jupiter	Boynton Beach	Palm Beach County	Boca Raton
Water	$ 52.21	$ 62.65	$ 33.87	$ 21.88	$ 30.84	$ 24.98	$ 23.70	$ 18.25	$ 20.85	$ 16.97	$ 25.60	$ 24.95	$ 18.95	$ 18.44	$ 16.60
Sewer	$ 78.34	$ 34.16	$ 30.33	$ 35.58	$ 26.39	$ 31.57	$ 31.46	$ 35.36	$ 30.40	$ 31.61	$ 21.82	$ 22.30	$ 27.30	$ 21.89	$ 17.01
Total	$ 130.55	$ 96.81	$ 64.20	$ 57.46	$ 57.23	$ 56.55	$ 55.16	$ 53.60	$ 51.25	$ 48.58	$ 47.42	$ 47.26	$ 46.25	$ 40.33	$ 33.61

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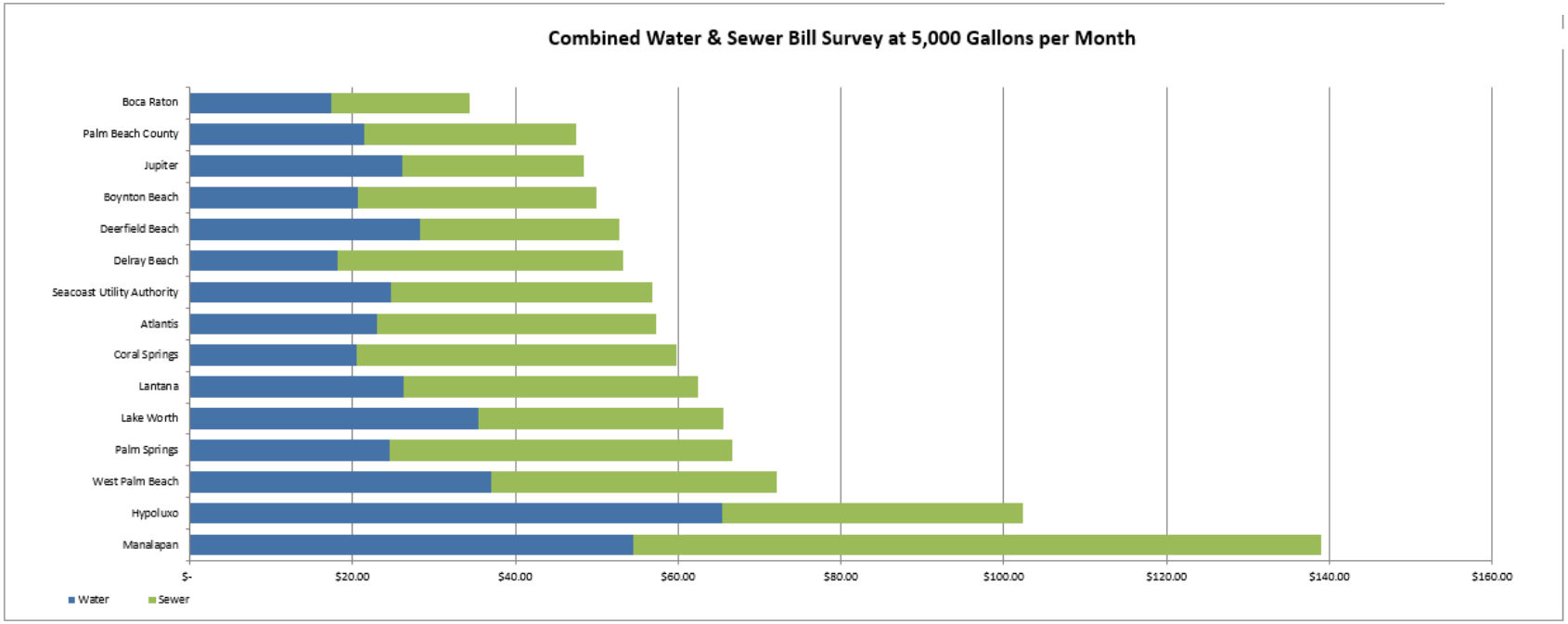
Schedule 3 – Single Family Residential – 5,000



	Manalapan	Hypoluxo	West Palm Beach	Palm Springs	Lake Worth	Lantana	Coral Springs	Atlantis	Seacoast Utility Authority	Delray Beach	Deerfield Beach	Boynton Beach	Jupiter	Palm Beach County	Boca Raton
Water	$ 54.55	$ 65.46	$ 37.11	$ 24.61	$ 35.49	$ 26.23	$ 20.59	$ 23.05	$ 24.70	$ 18.22	$ 28.25	$ 20.60	$ 26.14	$ 21.37	$ 17.39
Sewer	$ 84.41	$ 36.85	$ 34.97	$ 42.00	$ 30.00	$ 36.15	$ 39.17	$ 34.30	$ 32.13	$ 35.00	$ 24.53	$ 29.45	$ 22.30	$ 26.10	$ 17.01
Total	$ 138.96	$ 102.31	$ 72.08	$ 66.61	$ 65.49	$ 62.38	$ 59.76	$ 57.35	$ 56.83	$ 53.22	$ 52.78	$ 50.05	$ 48.44	$ 47.47	$ 34.40

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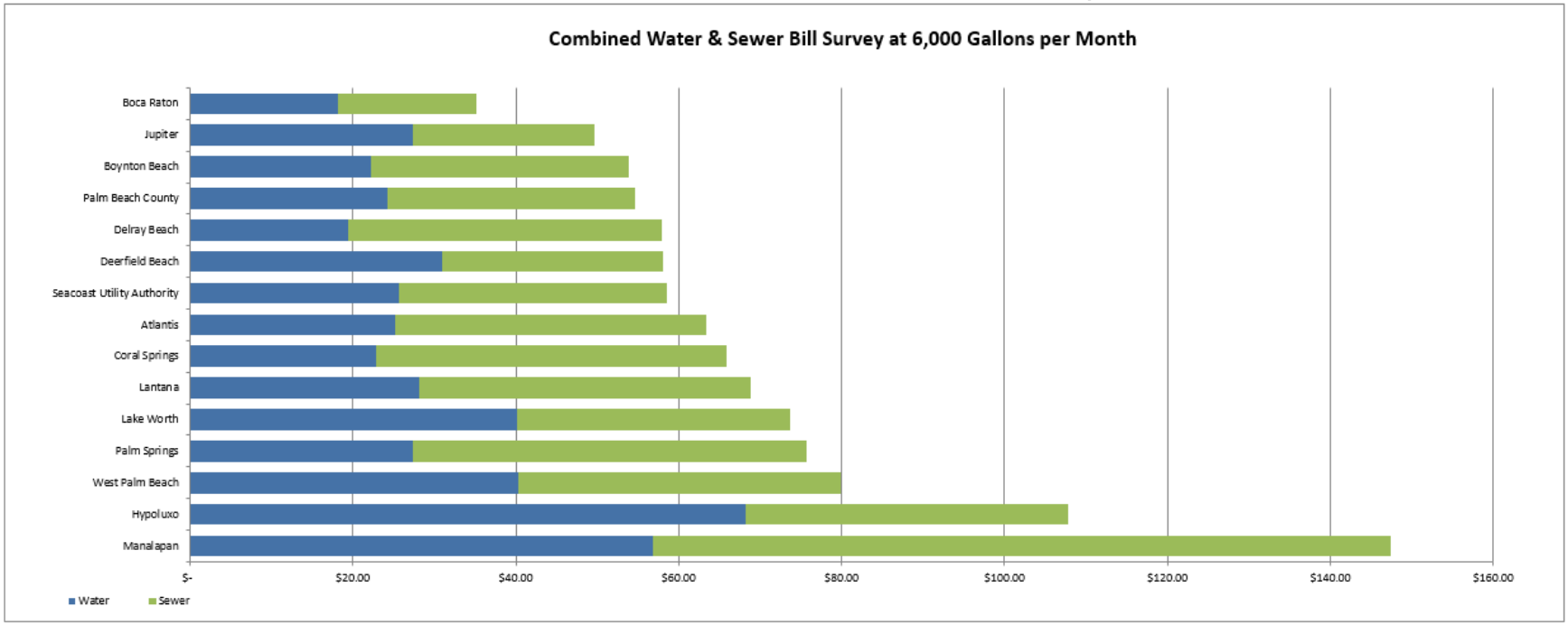

	Manalapan	Hypoluxo	West Palm Beach	Palm Springs	Lake Worth	Lantana	Coral Springs	Atlantis	Seacoast Utility Authority	Deerfield Beach	Delray Beach	Palm Beach County	Boynton Beach	Jupiter	Boca Raton
Water	$ 56.89	$ 68.27	$ 40.36	$ 27.34	$ 40.14	$ 28.12	$ 22.93	$ 25.25	$ 25.70	$ 30.90	$ 19.47	$ 24.30	$ 22.25	$ 27.33	$ 18.18
Sewer	$ 90.48	$ 39.54	$ 39.61	$ 48.42	$ 33.61	$ 40.73	$ 42.99	$ 38.20	$ 32.80	$ 27.24	$ 38.39	$ 30.31	$ 31.60	$ 22.30	$ 17.01
Total	$ 147.37	$ 107.81	$ 79.97	$ 75.76	$ 73.75	$ 68.85	$ 65.92	$ 63.45	$ 58.49	$ 58.14	$ 57.86	$ 54.61	$ 53.85	$ 49.63	$ 35.19

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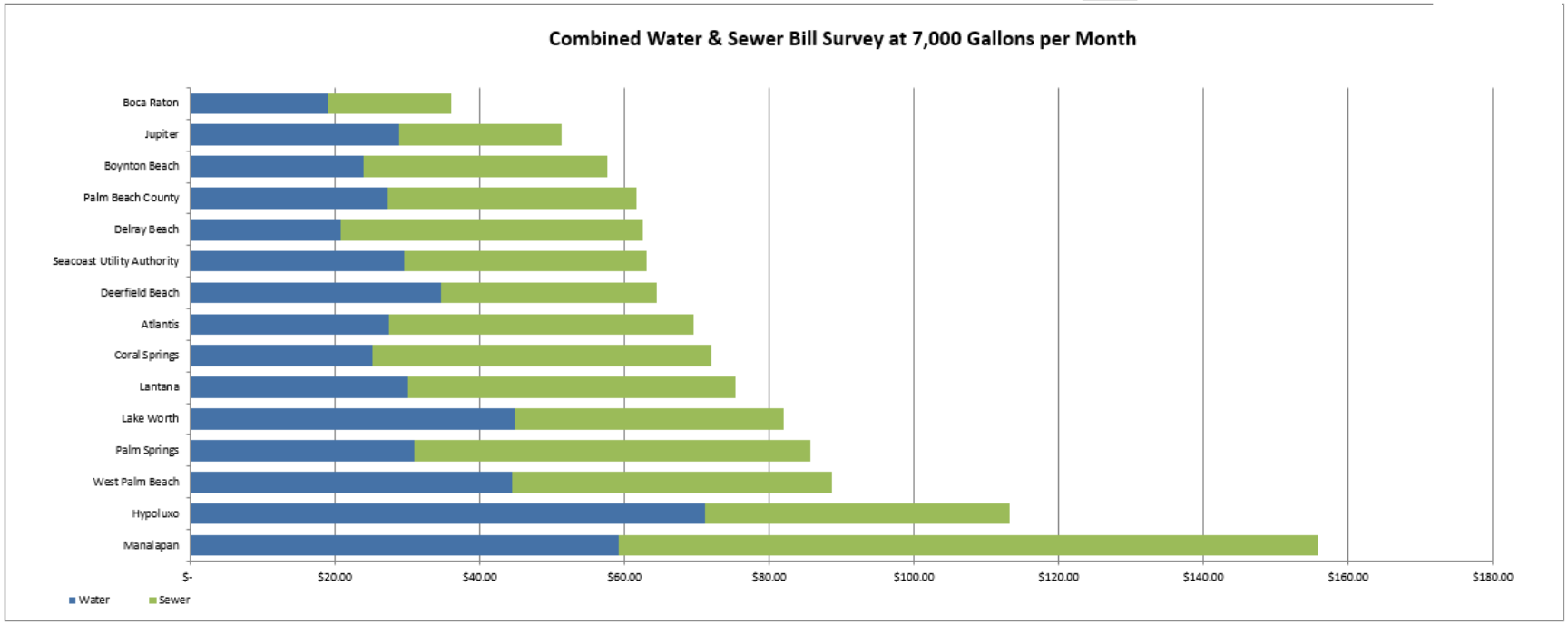
Schedule 5 – Single-Family Residential – 7,000 gals.



	Manalapan	Hypoluxo	West Palm Beach	Palm Springs	Lake Worth	Lantana	Coral Springs	Atlantis	Deerfield Beach	Seacoast Utility Authority	Delray Beach	Palm Beach County	Boynton Beach	Jupiter	Boca Raton
Water	$ 59.23	$ 71.08	$ 44.41	$ 30.89	$ 44.78	$ 30.01	$ 25.26	$ 27.45	$ 34.57	$ 29.63	$ 20.72	$ 27.23	$ 23.90	$ 28.94	$ 18.97
Sewer	$ 96.55	$ 42.23	$ 44.25	$ 54.84	$ 37.22	$ 45.31	$ 46.81	$ 42.10	$ 29.95	$ 33.46	$ 41.78	$ 34.51	$ 33.75	$ 22.30	$ 17.01
Total	$ 155.78	$ 113.31	$ 88.66	$ 85.73	$ 82.01	$ 75.32	$ 72.08	$ 69.55	$ 64.52	$ 63.10	$ 62.50	$ 61.75	$ 57.65	$ 51.24	$ 35.98

CITY OF
LAKE WORTH
FLORIDA

Water Utility
Fiscal Year 2015-2016
Annual Report & Budget Workshop

1. ACCOMPLISHMENTS
2. CHALLENGES
3. GOALS
4. PERSONNEL SUMMARY
5. BUDGET SUMMARY
6. RATE SUMMARY

The Art of Florida Living. SM

Accomplishments in FY 15

- Completed Rehab of Well 9
- Started Rehab of Well 12 west of I-95
- Completed Water Plant Disinfection upgrade
- Completed 9th Ave. S water main in greenway
- Completed 14th, 15th & Crestwood water mains
- Completed Subregional force main ARV project
- Lining sewer mains on Fordham, 15th&6th Ave. S
- Installed 22 new hydrants in-house
- Flow tested 961 existing hydrants
- Completed ordinance and PPM revisions
- Started oil and grease regulations

The Art of Florida Living. SM

Challenges in FY16

- Excessive flushing to maintain chlorine in mains
- Old piping infrastructure
- 2 inch steel water pipes need to be replaced
- Provide better fire protection for schools
- Excessive wastewater flows due to infiltration and inflow

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Goals in FY 16

- Install water main to Barton Elementary
- Install Boutwell Road water main
- Replace 2 in. steel pipe – District 3
- Lime plant structural repairs
- Improve 11th Ave N sewer main
- Replace lift station 4 on golf course
- Install 25 new hydrants
- Reduce sewer backups due to grease buildup
- Inspect private lift stations

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FY 16 Personnel Request

- Increased water plant operator positions
  - Operator (1)
  - Operator trainee (1)
- Staff Complement in 2007
- Total staff complement (45)

YEAR	FY 2008	FY 2016
– Administration	w/Utilities	5
– Water Production	15	17.5
– Water Distribution	15	10
– Local Sewer	14	11.5
– Regional Sewer	1	1
– Total Water Utility	45	45

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FY 16 Rate Summary

Water Utility	Change	%
• Water Fund	Increase	3.5%
• Local Sewer	Increase	5%
• Regional Sewer	Increase	Per calculation

- Includes General Fund Payment of $1.5 M
- Includes Capital Projects of $8.1M water and $3.1M sewer
- Reg. Sewer Flow Rate increase is due to ECR Wastewater Treatment Plant pass through costs & County force main capital project

The Art of Florida Living. SM

City of Lake Worth - FY2016 Water Fund Analysis

Prepared by Burton & Associates - 8/17/2015

FAMS - Control Panel

Schedule 1

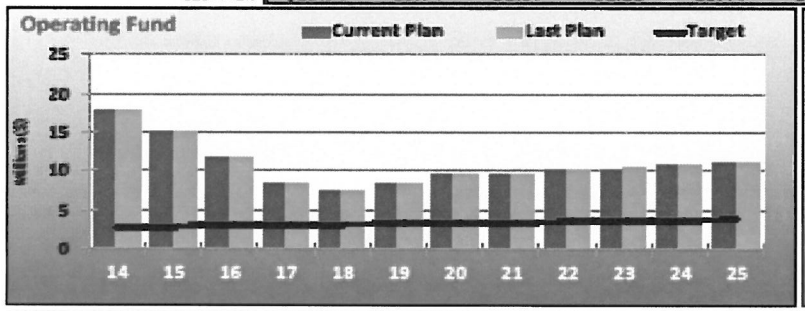
WATER FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS) SUMMARY

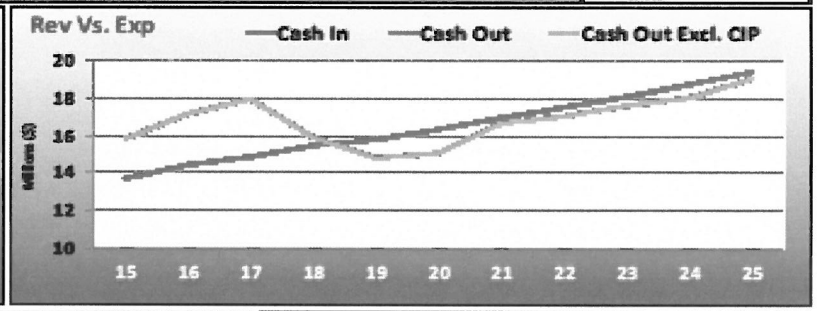
SAVE | CALC | ROLL

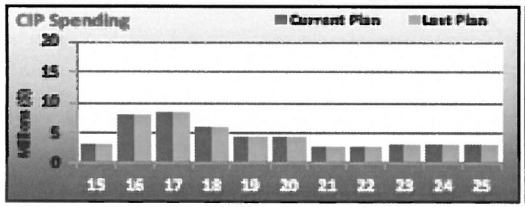
	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Override ▶		4.50%	4.00%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Water Rate Increases	0.00%	4.50%	4.00%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Last Plan	0.00%	4.50%	4.00%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Debt Coverage	2.30	2.34	2.57	2.74	2.90	3.04	3.19	3.32	3.46	3.60	3.75
Last Plan	2.30	2.34	2.57	2.74	2.90	3.04	3.19	3.32	3.46	3.60	3.76
SRF Coverage	5.38	5.60	5.22	4.76	4.38	4.08	3.88	4.14	4.41	4.70	5.00
Last Plan	5.38	5.60	5.22	4.76	4.38	4.08	3.88	4.14	4.41	4.70	5.00
CIP $ Redistribution ▶	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CIP Execution % ▶	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Net CIP Funding % ▶	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Operating Reserve Mo ▶	4	4	4	4	4	4	4	4	4	4	4
General Fund % ▶	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Residential Avg Bill (5000 gals.)	$29.74	31.07	32.31	33.44	34.59	35.62	36.67	37.78	38.91	40.06	41.27
Last Plan	$29.74	29.74	31.07	32.31	33.44	34.59	35.62	36.67	37.78	38.91	40.06

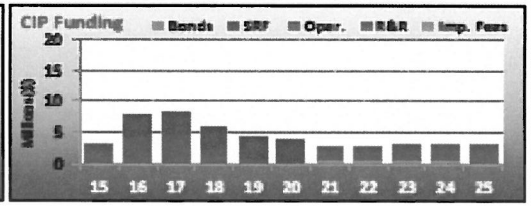
Cumulative Change	FY 2020	FY 2025
Water Rate Increases	19.77%	38.77%
Last Plan	19.77%	38.77%

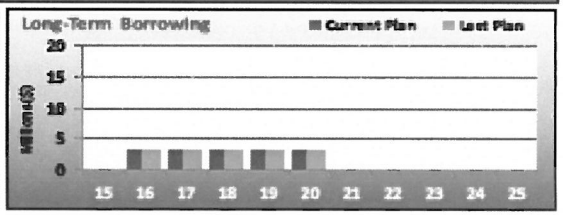
PS FY16 ▶	100.0%
OMF FY16 ▶	100.0%
Elasticity	10.0%
Cash Rate Transfer	Yes
Bonds	No
Transfer to Rate	1,000,000
SRF Loan?	Yes
Exp. Projects in?	No
Check	$ -











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City of Lake Worth - FY2016 Water Fund Analysis

Prepared by Burton & Associates - 8/17/2015

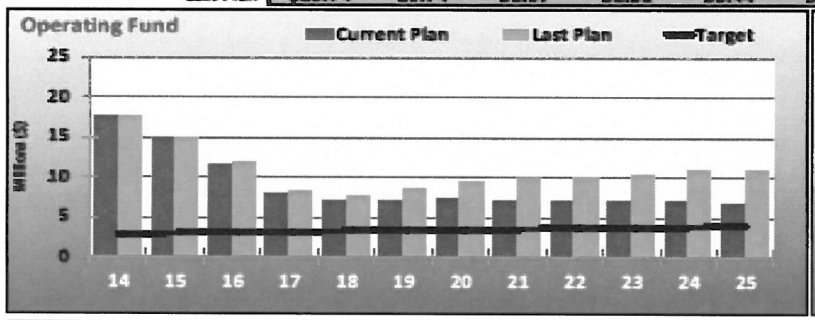
FAM5 - Control Panel

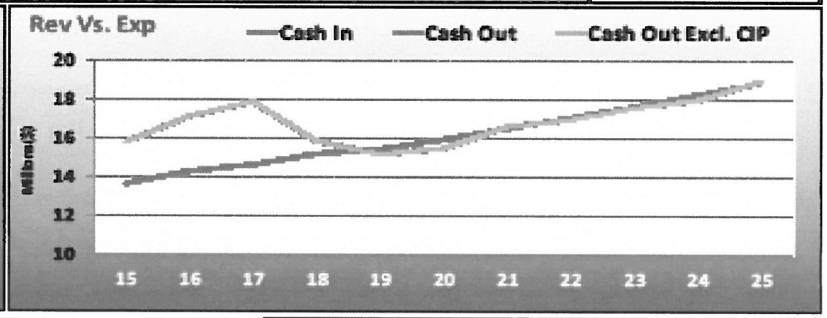
Schedule 1

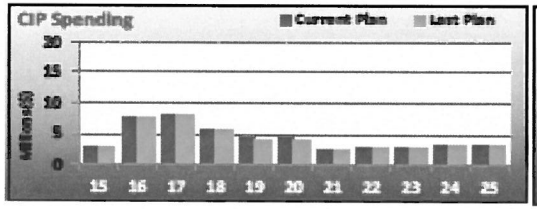
WATER FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS) SUMMARY

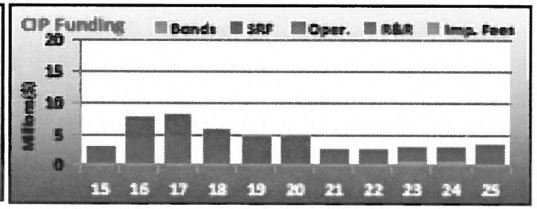
SAVE CALC ROLL

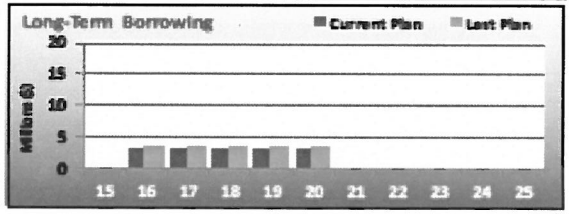
	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Cumulative Change FY 2020	Cumulative Change FY 2025
Override ▶		3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Water Rate Increases	0.00%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	17.05%	35.81%
Last Plan	0.00%	4.50%	4.00%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	19.77%	38.77%
Debt Coverage	2.30	2.29	2.49	2.62	2.74	2.87	3.01	3.14	3.26	3.40	3.54	PS FY16 ▶	100.0%
Last Plan	2.30	2.34	2.57	2.74	2.90	3.04	3.19	3.32	3.46	3.60	3.76	OMF FY16 ▶	100.0%
SRF Coverage	5.38	5.34	4.91	4.40	3.99	3.72	3.53	3.77	4.03	4.30	4.58	Elasticity	10.0%
Last Plan	5.38	5.60	5.22	4.76	4.38	4.08	3.88	4.14	4.41	4.70	5.00		
CIP $ Redistribution ▶	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Cash R&R Transfer	Yes
CIP Execution % ▶	100%	100%	100%	100%	150%	160%	100%	100%	100%	100%	100%	Variable	No
Net CIP Funding % ▶	100%	100%	100%	100%	150%	160%	100%	100%	100%	100%	100%	Transfer to R&R	1,000,000
Operating Reserve Mo ▶	4	4	4	4	4	4	4	4	4	4	4	SRF Loan?	Yes
General Fund % ▶	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%		
Residential Avg Bill (5000 gals.)	$29.74	30.77	31.86	32.80	33.80	34.81	35.85	36.94	38.06	39.19	40.39	Exp. Projects In?	No
Last Plan	$29.74	29.74	31.07	32.31	33.44	34.59	35.62	36.67	37.78	38.91	40.06	Check	$ -











NOTE: Current Plan (Blue bars) reflect results from FY 2016 RSA which include 2016 Proposed Budget and FY 2016 Proposed CIP including CIP execution percentage of 150% and 160% in FY 2019 and FY 2020 representing approximately $500,000 each year. Last Plan (green bars) reflect the alternative rate increases presented to City Commission as part of the public FY 2016 Budget Workshop.

The Art of Florida Living. SM

City of Lake Worth - FY 2016 Local Sewer Fund Analysis

Prepared by Burton & Associates - 8/17/2015

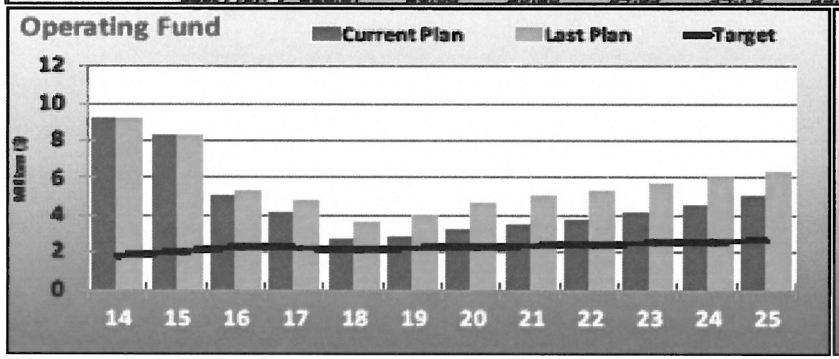
FAMS - Control Panel

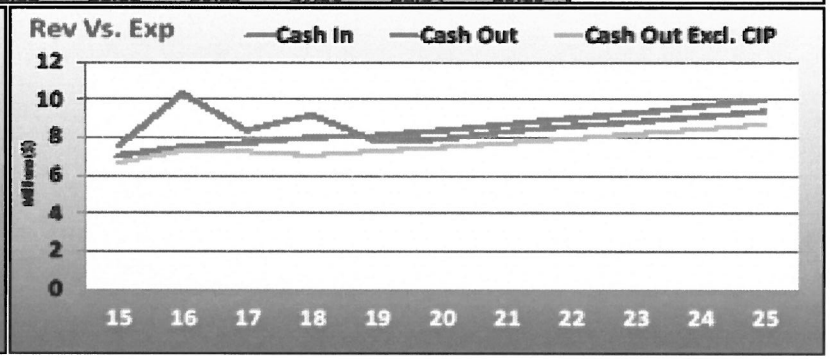
Schedule 1

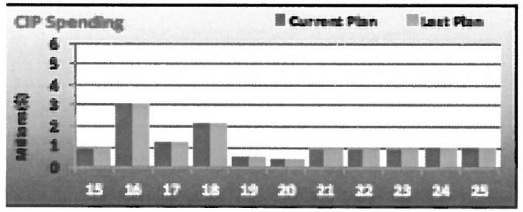
LOCAL SEWER FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS) SUMMARY

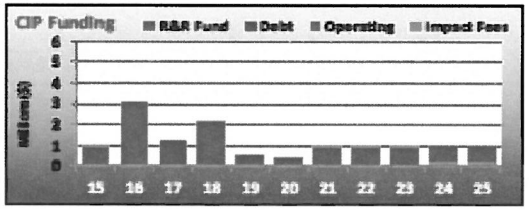
SAVE | CALC | ROLL

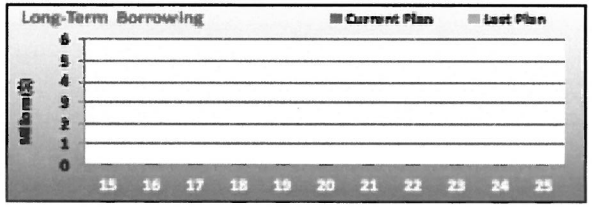
	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Cumulative Change FY 2020	Cumulative Change FY 2025
Override ▶		5.00%	5.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Sewer Rate Increases	0.00%	5.00%	5.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	20.44%	39.62%
Last Plan	0.00%	8.00%	8.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	23.84%	36.82%
CIP $ Redistribution ▶	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
CIP Execution % ▶	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	Calc R&R Transfer	Y
Net CIP Funding % ▶	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
Operating Reserve Mo ▶	4	4	4	4	4	4	4	4	4	4	4	Transfer to R&R	500,000
General Fund % ▶	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%		
Average Bill (5,000 gals.)	$28.57	29.99	31.49	32.42	33.41	34.41	35.42	36.49	37.58	38.73	39.89		
Last Plan	$28.57	30.88	33.36	34.03	34.70	35.38	36.11	36.85	37.59	38.34	39.09	Check	$ -











NOTE: Current Plan (Blue bars) reflect results from FY 2015 RSA which include 2016 Proposed Budget and FY 2016 Proposed CIP. Last Plan (green bars) reflect the alternative rate increases presented to City Commission as part of the public FY 2016 Budget Workshop.

CITY OF LAKE WORTH

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

AGENDA DATE: September 1, 2015, Regular Meeting **DEPARTMENT:** Water Utility Department

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EXECUTIVE BRIEF

TITLE:
Resolution No. 47-2015 - establish the rates, fees and charges for the Local Sewer System.

SUMMARY:

This Resolution establishes the rates and charges for the City local sewer system, which, according to the 2015-16 rate sufficiency analysis, recommends the City increase local sewer rates 5% in FY2016.

BACKGROUND AND JUSTIFICATION:
The City of Lake Worth contracts with Burton & Associates on an ongoing basis to provide a yearly Revenue Sufficiency Analysis. This analysis provides a multi-year projection of the sufficiency of revenues for the Local Sewer Utility to meet current and projected financial requirements and determine the level of revenue increases necessary in each year to provide adequate revenues to fund all identified cost requirements.

A Cost of Service Study and Rate Design Analysis were performed by Burton & Associates beginning in FY 2008 and provided a diagnostic evaluation whereby the Local Sewer Utility rate structure was reviewed for conformance with objectives, such as equity among rate classes, conservation initiatives, and industry practice. A detailed billing analysis provided the assurance that the new rate structure adopted at that time would satisfy the appropriate criteria while providing adequate revenues to satisfy existing cost requirements.

The results of the current FY 2015-16 rate sufficiency analysis have shown that a rate increase identified this year is necessary. The proposed increase is largely due to the increased flow charges from the East Central Region Wastewater Facility and Palm Beach County for planned capital improvement projects. These capital improvements require a rate increase of 5% for FY2016.

Future costs for the local sewer utility will be to a large extent driven by expenditures related to the long term capital improvements required in the local sewer system, and the planned capital improvements for the East Central Region Wastewater Facility. These projects are needed to maintain the reliability and environmental requirements of the sewer system.

MOTION:
I move to approve/disapprove Resolution No. 47-2015 establishing the Fiscal Year 2016 rates and charges for the City local sewer utility.

ATTACHMENT(S):
Resolution
Burton Revenue Sufficiency Analysis for FY 2015

A. Fiscal Review:
Larry Johnson – Director
Nerahoo Hemraj – Finance Director

RESOLUTION NO. 47-2015 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.

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 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; and

WHEREAS, the City Commission finds that the rates established herein are fair and equitable and serve a valid public purpose.

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 sewage disposal system, to be paid by the owner, tenant or occupant of each lot or parcel of land which may be connected with or may use the sewage disposal system by or through any part of the sewer system of the City of Lake Worth. These charges are those necessary to cover operation, maintenance and replacement costs.

1.0 Accounts which are served and metered by the Lake Worth Utilities Water System.

1. Customer Charge effective as of the dates listed:

Effective Date:	10/1/2015	
Charge:	$ 3.86	

A fixed charge based on the cost of preparing and delivering a bill which will be applied to each sewer account receiving a bill.

2. Base Facility Charge:

Residential Accounts:
A fixed charge designed to recover a portion of the fixed costs of the sewer system will be applied to each Equivalent Residential Unit (ERU) which is defined as follows:

"ERU" shall stand for "Equivalent Residential Unit" and shall mean the average amount of wastewater discharged by a residential facility in terms of the reserved capacity needed to serve that facility. One ERU is, by definition, equal to one single family residence, to each residential unit in a multi-family complex, if separately metered, or as calculated in accordance with Chapter 18, Article IV, Code of Ordinances of the City of Lake Worth.

A single family residence.
Each residential unit in a multi-family complex such as duplexes, triplexes, apartment buildings and condominiums.
Each separate living unit in a mobile home or trailer park complex.

Base Facility Charge effective as of the dates listed:

Effective Date:	10/1/2015	
Charge:	$ 8.07	

Commercial Accounts.
A fixed charge designed to recover a portion of the fixed costs of the sewer system shall be applied to each meter based upon the size of the meter.

Base Facility Charge effective as of the dates listed:

	10/1/2015	
5/8 X 3/4" Meter	$ 8.07	
1" Meter	$ 20.18	
1-1/2" Meter	$ 40.37	
2" Meter	$ 64.60	
3" Meter	$ 129.18	
4" Meter	$ 200.87	
6" Meter	$ 403.70	

Volume Charge effective as of the dates listed:

Effective Date:	10/1/2015	
Charge:	$ 0.361	

A volume charge based on those costs related directly to the transmission, treatment and disposal of sewage generated.

Residential use.

A residential use is defined as a use consisting of a minimum of one dwelling unit but shall not include transient facilities.

A volume charge will be applied to each hundred gallons of water consumed up to a maximum of twelve thousand (12,000) gallons per ESU for individually metered, single or multi-unit residential accounts or six thousand (6,000) gallons per ESU for master-metered, multi-unit residential accounts.

Commercial use
A commercial use shall include all non-residential uses, including but not limited to motels, hotels, nursing homes, restaurants, commercial businesses and institutions.

A volume charge will be applied to each hundred gallons of water consumed.

Industrial Use Class
An industrial use shall be defined as a commercial use that is able to demonstrate that over fifty percent (50%) of its water usage is not returned to the City sewer system.

1. Customer Charge effective as of dates listed:

Effective Date:	10/1/2015	
Charge:	$ 3.86	

A fixed charge based on the cost of preparing and delivering a bill which will be applied to each sewer account receiving a bill.

2. Base Facility Charge:
A fixed charge designed to recover a portion of the fixed costs of the sewer system shall be applied to each meter based upon the size of the meter.

Base Facility Charge effective as of the dates listed:

	10/1/2015	
5/8 X 3/4” Meter	$ 8.07	
1” Meter	$ 20.18	
1-1/2” Meter	$ 40.37	
2” Meter	$ 64.60	

3” Meter	$ 129.18	
4” Meter	$ 200.87	
6” Meter	$ 403.70	

3. Volume Charge effective as of dates listed:

Effective Date:	10/1/2015	
Charge:	$ 0.361	

A volume charge would be applied to each hundred gallons of water consumed up to a maximum flow as approved by the Water Utilities Director. This limitation for this charge is established to provide for the use of water for industrial and other uses that do not generate sewage.

Process Water Meter

A commercial use may request the installation of a separate water meter for the purpose of metering water used for process water which is not discharged to the City sewer system.

4. The installation of a process water meter shall be subject to the approval of the Water Utilities Director.
5. The metered water usage for a process water meter will be used to charge for water use only based upon the water rate schedule, as amended from time to time.

2.0 Accounts which are not served by the Lake Worth Water Utilities System.

1. Customer Charge effective as of dates listed:

Effective Date:	10/1/2015	
Charge:	$ 3.86	

A fixed charge based on the cost of preparing and delivering a bill which will be applied to each sewer account receiving a bill.

2. Base Facility Charge effective as of dates listed:

Effective Date:	10/1/2015	
Charge:	$ 8.07	

A fixed charge designed to recover a portion of the fixed

costs of the sewer system will be applied to each Equivalent Service Unit (ESU) which is defined as follows:

A single family residence.
Each residential unit in a multi-family complex such as duplexes, triplexes, apartment buildings and condominiums.
Each separate living unit in a mobile home or trailer park complex.
Each washing machine in a commercial laundry.
Each multiple of four (4) sewer fixtures or fraction thereof, in a commercial or institutional establishment such as an office, store, hotel, motel, combination store/apartment, office/apartment, nursing home, etc.

3. Fixture Charge effective as of dates listed:

Effective Date:	10/1/2015	
Charge:	$ 7.95	

A fixture charge applied to each sewer fixture.

Collection of Sewer Service Charge

The sewer service charges shall become effective as to each lot or parcel of land which may be connected with the sewage disposal system by or through any part of the sewer system of the City of Lake Worth, upon the placing of the sewage disposal system in operation and the construction of all connections thereto from the sanitary sewer serving such lot or parcel.

In cases where water is furnished by the Lake Worth Utilities System, the amount of the sewer service charges shall be included in the bills for water rendered by the City of Lake Worth. In all cases where water is furnished by any plant or system other than the Lake Worth Utilities System, bills shall be rendered for the amount of such sewer service charges in the same manner as bills are rendered for water. If the amount of such sewer service charges shall not be paid by the due date shown on the bill, the City of Lake Worth may discontinue furnishing water to such premises, and shall disconnect the same from the Lake Worth Utilities System, and shall proceed forthwith to recover the amount of such sewer service charges in such lawful manner as it may deem advisable. The City of Lake Worth may enter into contracts with the County of Palm Beach, City of West Palm Beach, or any municipality, public utility, special authority or government unit in Palm Beach County for the treatment and disposal of sewage collected outside the territorial limits of the City of Lake Worth and pumped and delivered to some

part of the sewer system of the City of Lake Worth; provided, however, that notwithstanding any of the other provisions of this resolution, the charges to be paid for the treatment and disposal of such sewage shall not be less than an amount which is fair and equitable taking into account the cost to the City of Lake Worth of such treatment and disposal and the principal and interest requirements of the bonds issued pursuant to Lake Worth Utilities Authority Resolution No. U-18-75. That certain State Bond Loan Agreement between the Lake Worth Utilities Authority and the Department of Environmental Regulation of the State of Florida is dated January 6, 1976. User charges will be reviewed periodically to assure adequate revenue to cover operation, maintenance and replacement costs and a proportional distribution of costs among users. Users will receive annually, a notification of the current rate structure.

Section 2. With respect to any premises or users situated outside the corporate limits of the City of Lake Worth, which premises or users now or hereafter have active connections to the sewage disposal system of the City, there shall be charged a rate equal to the charge established for service to residents of the City, plus a surcharge equal to twenty-five percent (25%) of such charge. The foregoing surcharge shall apply to users with whom the City has now or shall hereafter contract for services at charges established in such contracts unless the contract does not allow for a surcharge.

Section 3. Average Billing Calculation. The average billing process will establish a monthly bill which will be based on the average sewer bill for the preceding twelve (12) calendar months. If the residence or apartment has been occupied for the last twelve (12) months and the customer can qualify as an existing customer, the previous tenant's or owner's bill may be used to estimate the average monthly billing.

The average billing calculation will be reviewed and adjustments made to correct for changes in rates, or usage or other factors to be implemented on the bills issued during June and December of each year.

Section 4. Should any section or provision of this resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or any part thereof other than the part declared to be invalid.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 6. This Resolution shall be in effect for billings issued on or after October 1, 2015.

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 Ryan Maier

The Mayor thereupon declared this Resolution duly passed and adopted this 1st day of September, 2015.

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 1, 2015, Regular Meeting **DEPARTMENT:** Water Utility Department

---

EXECUTIVE BRIEF

TITLE:
Resolution No. 48-2015 - establish the rates and charges for the City sub-regional sewer utility for FY 2016.

SUMMARY:

The Resolution establishes rates and charges for the sub-regional sewer utility based upon the recommendations of the sub-regional board for FY 2016. The rates include operations and maintenance charges, rehabilitation and replacement charges and a capital reserve charge to collect funds required for a Palm Beach County shared force main rehabilitation project. Rates are included in the attached rate resolution.

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 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 proposed rates were calculated in accordance to this method.

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 the Board is recommending approval of the rates.

MOTION:
I move to approve/disapprove Resolution No. 48-2015 – establish the fiscal year 2016 rates and charges for the City sub-regional sewer utility.

ATTACHMENT(S):
Resolution
Subregional Board Chair letter

A. Department Fiscal Review:
   Larry Johnson
   Nerahoo Hemraj

RESOLUTION NO. 48-2015 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	2.1760%	23,771.00
Palm Springs	24.3000%	225,405.00
Manalapan	1.0530%	10,564.00
Atlantis	4.5620%	33,710.00
Lantana	12.9730%	100,226.00
PBSC	0.4230%	7,506.00
Lake Clark Shores	5.0170%	34,752.00
LW	49.4960%	363,374.00
Total		799,308.00

2. East Central Regional Water Reclamation Facility Debt Payment (Not levied in FY 2016)

   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. Note that debt service is included in the ECR Operations and Maintenance charges.

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 2016 the Charge is:

LW SubRegional R&R Per Entity	Capacity	Annual	
South Palm Beach	2.1760%	8,878.00	
Palm Springs	24.3000%	84,184.00	
Manalapan	1.0530%	3,946.00	
Atlantis	4.5620%	12,590.00	
Lantana	12.9730%	37,432.00	
PBSC	0.4230%	2,803.00	
Lake Clark Shores	5.0170%	12,979.00	
Lake Worth	49.4960%	135,713.00	
Total		298,525.00	

4. Palm Beach County Force Main Capital Reserve Charge

   A fixed charge to each customer to recover the cost of the subregional sewer system share of a planned Palm Beach County force main capital project. The capital will be recovered over a two year period. The capital amount to be reserved annually will be multiplied against the percentage of total capacity reserved by each customer. For FY 2016, the charge is:

Entity	Percent	PBC R & R
South Palm Beach	2.176%	21,754.81
Palm Springs	24.300%	206,283.00
Manalapan	1.053%	9,670.43
Atlantis	4.562%	30,847.36
Lantana	12.973%	91,722.79
PBSC	0.423%	6,869.52
Lake Worth	49.496%	31,805.62
Lake Clark Shores	5.017%	332,546.82
Totals	100.00%	731,500.33

5. 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:		10/1/2015
Charge:		$ 1.731

.

Village of Palm Springs

Effective Date:		10/1/2015
Charge:		$ 1.5425

.

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

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

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

Section 5. This Resolution shall be in effect for billings issued on or after October 1, 2015.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Resolution duly passed and adopted this 1st day of September, 2015.

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 1, 2015, Regular Meeting **DEPARTMENT:** Public Services

---

EXECUTIVE BRIEF

TITLE:
Adopt the Public Services Policy and Procedures Manual

SUMMARY:

The Policy and Procedures Manual addresses all Public Services Divisions and details all of their procedures and processes.

BACKGROUND AND JUSTIFICATION:
In an effort to maintain effective communication and a transparent governmental operation, the Public Services Department has finalized its Policy and Procedure Manual (PPM) for staff level personnel, vendors conducting business with the Department, and information for the general public. The PPM is intended to be a comprehensive resource that accompanies the City's municipal code and can be updated as needed.

The PPM addresses in detail the following areas of Public Services:

- Administration
- Grounds and Cemetery Division
- Facilities Maintenance Division
- Refuse and Recycling Division
- Fleet Maintenance Division
- Streets and Stormwater Division
- Construction standards and procedures
- Developer guidelines
- Contractor Pre-qualification procedure
- Emergency Management

MOTION:
I motion to approve / disapprove the adoption of the Public Services Policy and Procedure Manual

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Policy and Procedure Manual

City of Lake Worth
Department of Public Services
Policy and Procedures Manual

Comments or inquiries on the subject matter of this publication should be addressed to:

City of Lake Worth
Department of Public Services
1749 3rd Ave South
Lake Worth, FL 33460
561-586-1720
E-mail: jbrown@lakeworth.org

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I. INTRODUCTION

PUBLIC SERVICES IN FLORIDA

Public works has always been, and will remain, the most important function performed by the majority of Florida municipalities. Historically, the vast majority of municipalities in the State performed this function nearly exclusively from other traditional municipal services. Even in urbanized areas and the heavily populated suburbs, public works typically receives more attention from municipal customers (residents, tax payers, property owners, and citizens) than the other visible and important services – police, ambulance, and fire protection. We call upon our emergency services when in need, however, we demand our public works services on a daily or, at least, weekly basis.

The importance of public works is diminished only to the extent that expected service levels are maintained. The efficient provision of utility service to residential, commercial, or industrial customers is critical to quality of life and safety of a community. Economic development is made more difficult if inefficient utility operations or degraded transportation systems are typical in a community.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Title VI, 42 U.S.C. § 2000d et seq., was enacted as part of the landmark Civil Rights Act of 1964. It prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. As President John F. Kennedy said in 1963:

"Simple justice requires that public funds, to which all taxpayers of all races [colors, and national origins] contribute, not be spent in any fashion which encourages, entrenches, subsidizes or results in racial [color or national origin] discrimination."

If a recipient of federal assistance is found to have discriminated and voluntary compliance cannot be achieved, the federal agency providing the assistance should either initiate fund termination proceedings or refer the matter to the Department of Justice for appropriate legal action. Aggrieved individuals may file administrative complaints with the federal agency that provides funds to a recipient, or the individuals may file suit for appropriate relief in federal court. Title VI itself prohibits intentional discrimination. However, most funding agencies have regulations implementing Title VI that prohibit recipient practices that have the effect of discrimination on the basis of race, color, or national origin.

The City of Lake Worth prohibits discrimination on the basis of race, color, and national origin and conducts its governmental affairs in accordance with the Civil Rights Act of 1964. The United States Department of Justices' Civil Rights Division enforces civil rights laws in a wide variety of contexts. You may submit a complaint or report a potential civil rights violation to the Civil Rights Division at (888) 736-5551 or (202) 514-3847.

AMERICANS WITH DISABILITIES ACT OF 1990

The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation. The ADA also requires newly designed and constructed or altered State and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities.

The latest ADA accessibility construction standards can be located on the ADA website (www.ADA.gov) or directly at the website link below. If internet access is not available, the ADA Information Line is 1-800-514-0301.

http://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards.pdf

The City of Lake Worth's Public Services Department is actively committed to providing ADA accessible government facilities, public accommodations, and public right of way to persons with disabilities. The Public Services Department is actively altering existing facilities and public right of way with ADA accessible accommodations such as ADA curb ramps, hand rails, compliant sidewalks, and accessible restrooms throughout all public use facilities and right of way. The Department is engaged in inspecting its facilities and right of way and appropriately budgeting for the alteration of such facilities and right of way to ensure compliance in a meaningful and sustainable manner.

Public Services Policies and Practices with ADA Compliance:

- Identification and conversion of non-compliant curb ramps to meet ADA requirements, when technically feasible
- Identification and conversion of non-compliant public sidewalks to meet ADA, when technically feasible
- Identification and conversion of non-compliant public use and common bathrooms to meet ADA when technically feasible
- Construction of ADA accessible parking spaces and routes at all public buildings and parks
- Construction of at least one accessible entrance to public facilities for program accessibility
- All new facilities or additions to facilities shall be designed and constructed to meet the ADA design standards
- All new right of way improvements (sidewalks, curb ramps, crosswalks, signage, etc.) shall be designed and constructed to meet the ADA design standards

II. ORGANIZATIONAL STRUCTURE

The City of Lake Worth's Public Services Department consists of the following functions:

1. Public Services Administration
2. Streets and Stormwater Division
3. Refuse and Recycling Division
4. Grounds and Cemetery Division
5. Garage/Fleet Maintenance Division
6. Building Maintenance/Facilities Division

PUBLIC SERVICES ADMINISTRATION

Public Services Administration oversees the following Divisions – Streets/Stormwater Management, Refuse and Recycling Services, Grounds and Cemetery Maintenance, Fleet Maintenance, Building Maintenance/Facilities Management.

Public Services Administration – The Public Services Administration function has various duties and responsibilities. The Department's main focus is to provide safe, clean, and essential services to citizens and visitors of the City of Lake Worth. The Public Services Administration is responsible for all supervisory and administrative duties within the divisions incorporated under Public Services overseeing division budgets, schedules, personnel, equipment, and overall management. The Department's administrative members also provide support and coordination to city staff and citizens in need of all the multi-disciplinary functions of the department.

Public Events Coordination – All Public Services Divisions participate in coordinating city and community events by working with HOA representatives, civil organizations, and city staff. Specific responsibilities include participating in site planning activities and reviews, project management, and inspection services.

Capital Improvement Projects – Public Services Administration participates in site planning activities and reviews, project management and inspection services, environmental protection and conservation efforts, building permit review and inspections, code compliance within the public Rights-of-Ways, capital improvements to streets, parks, and other public facilities as well as maintenance and upgrade of the city-wide Storm Water system.

Grants Management – Public Services Administration works in conjunction with city staff to implement and adhere to grand regulations, assure grant projects are completed in a timely manner, and submit proper documentation to grant agencies for full reimbursement.

Public Services Director
(FTE - .20)

Assistant Public Services Director
(FTE -.50)

Public Services Coordinator
(FTE – .76)

STREETS AND STORMWATER DIVISION

The Streets/Stormwater Division works closely with Public Services Administration in keeping a clean and safe environment to live, work, and play by performing various daily tasks to maintain proper drainage and keep pollutants from reaching our inlets and drains that lead into coastal waterways. The Streets/Stormwater Division has certified technical staff and a fleet of heavy equipment that are active in our community.

Streets/Stormwater Maintenance

The Streets/Stormwater Division on a daily basis: records, inspects, repairs, and cleans stormwater pipe line with a Jet-vac truck, TV camera truck, two sweepers, and a fleet of heavy equipment and light utility trucks on standby. The Streets/Stormwater Division is responsible for four (4) retention/detention ponds, 46 outfalls, 850 manholes, 1,900 catch basins, and 55 miles of underground pipes.

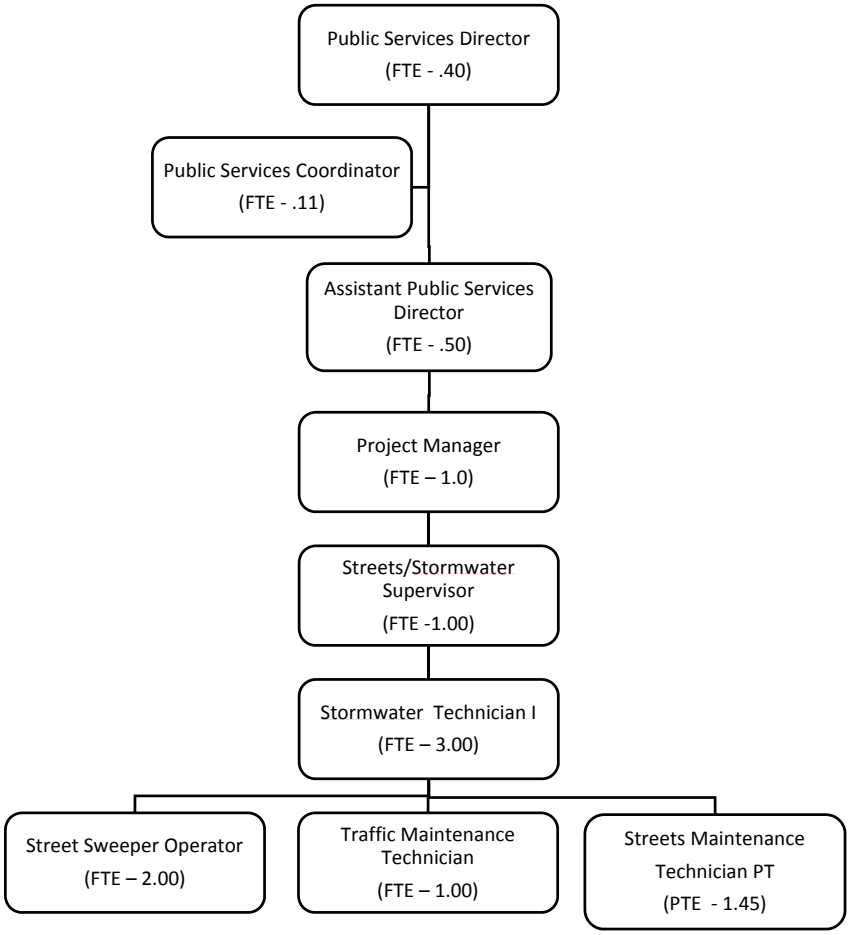
Stormwater (NPDES) Permit Management

The Stormwater Division also maintains structural controls as per National Pollutant Discharge Elimination System (NPDES) permit requirements. This division conducts inspections and maintains internal records for the City's Municipal Separate Storm Sewer System (MS4) permit, by keeping the system according to schedule, documenting inspections, and maintaining activities performed on structural controls owned, operated, and maintained by the City.

Streets

The Streets Division is responsible for maintaining 98 miles of paved roads and 8 miles of unpaved roads within the City limits. This division inspects form boards for curb cuts, demolitions, silt fencing, dumpster enclosures, sidewalk repairs, and new construction. This department also makes needed repairs to sidewalks, curbs, and gutters when called upon to do so by other departments due to projects that require the assistance of the division. This division grades unpaved roads, repairs pot holes, installs signs, paints stops bars and crosswalks, and cleans drains before and after rain events and major storms.

*This Division plays an important role in the Emergency Support Function-1 (ESF-1) of the City of Lake Worth Comprehensive Emergency Management Plan (CEMP). See the City CEMP for details.


Public Services Director
(FTE - .40)
Public Services Coordinator
(FTE - .11)
Assistant Public Services Director
(FTE - .50)
Project Manager
(FTE – 1.0)
Streets/Stormwater Supervisor
(FTE -1.00)
Stormwater Technician I
(FTE – 3.00)
Street Sweeper Operator
(FTE – 2.00)
Traffic Maintenance Technician
(FTE – 1.00)
Streets Maintenance Technician PT
(PTE - 1.45)

REFUSE AND RECYCLING DIVISION

The Refuse Division oversees:

Refuse Office Administration, Residential Services, Commercial Services, Recycling Division, and Roll off Dumpster Services.

Refuse Division

The Refuse Division mission is to work to provide exceptional refuse service for the residential and commercial customers of the City of Lake Worth. The Refuse Division is committed to working with the residents, businesses, and all city departments in an effort to keep and enhance the beauty of the community.

Office Administration

The Refuse Administration is responsible for all supervisory and administrative duties in the Refuse Division. Administration creates weekly schedules, establishes routes, inspects equipment, schedules equipment maintenance, and handles customer inquiries and service requests.

Residential Services

The Residential Services Division is responsible for providing timely and safe household refuse curbside collection from residences and small businesses twice a week. Both automated and semi-automated loading vehicles are utilized for this purpose.

Commercial Services

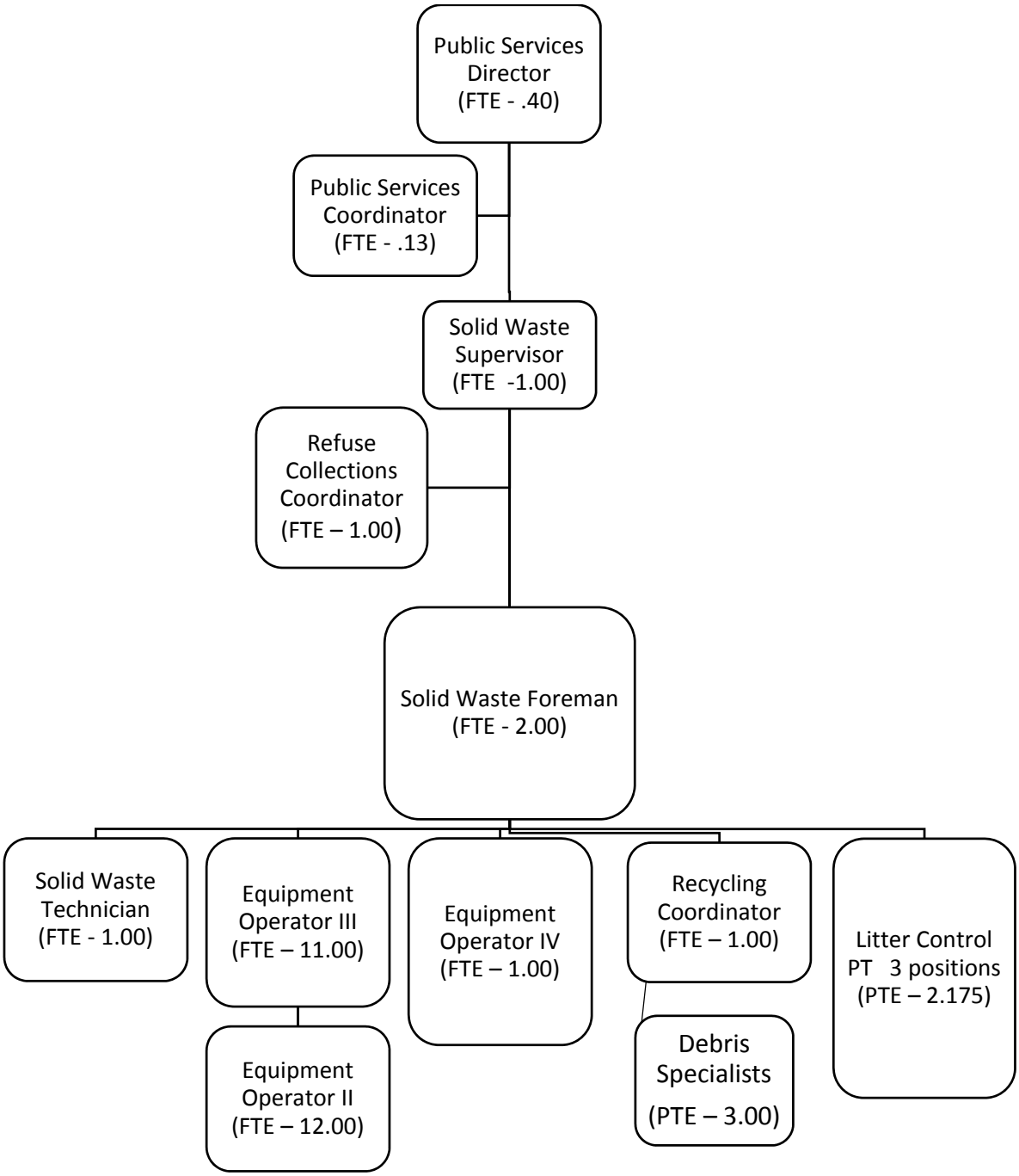
The Commercial Services Division is responsible for providing the collection of commercial bins, compactors, and roll-off containers to customers who must, by City Ordinance; use commercial container service (dumpsters) to dispose of their refuse. Customers are primarily businesses and multi-family residential complexes. Both front-end and semi-automated vehicles specially designed to pick up bins and empty containers are used to provide this service. The City currently provides collection service from one day a week to six days a week, depending on volume**.**

Recycling Services

The Recycling is responsible for implementing, monitoring, and administering the Department's comprehensive recycling program. This includes curbside and multi-family recycling, yard waste recycling, office paper, and commercial recycling programs.

Roll-off Services

This is a service provided solely by the City of Lake Worth Refuse Division. Roll-off containers are primarily for medium to larger sized jobs and this service is offered at competitive pricing. The division will continue to educate citizens on the proper usage of this service.


Public Services Director (FTE - .40)
Public Services Coordinator (FTE - .13)
Solid Waste Supervisor (FTE -1.00)
Refuse Collections Coordinator (FTE – 1.00)
Solid Waste Foreman (FTE - 2.00)
Solid Waste Technician (FTE - 1.00)
Equipment Operator III (FTE – 11.00)
Equipment Operator II (FTE – 12.00)
Equipment Operator IV (FTE – 1.00)
Recycling Coordinator (FTE – 1.00)
Debris Specialists (PTE – 3.00)
Litter Control PT 3 positions (PTE – 2.175)

GROUNDS AND CEMETERY MAINTENANCE

Landscape maintenance at city owned buildings

The Grounds Maintenance Division is responsible for all landscape maintenance at city owned buildings such as City Hall, the City Hall Annex, Library, Shuffleboard Building, Osborne Community Center, Utilities Administration-Warehouse, Streets/Stormwater/Refuse building, Safety Complex, Fire Station #2, and the Public Services Administration Complex. The Maintenance at these locations includes all lawn, tree, and shrub maintenance including mowing, blowing, trimming, chemical weed control, and trash and debris removal.

Landscape and janitorial maintenance at all parks

This Division is also responsible for the landscape and janitorial maintenance at all parks; Howard Park, South Palm Park, Bryant Park North and South, Constitution-Blue Star, Sunset Ridge Park, Spillway Park, Barton Park/Beach, Triangle Park, Old Bridge Park, Cultural Plaza, and athletic field common areas including all mowing, blowing, hedge trimming, tree trimming, trash pick-up, empting of trash cans, and planting. An integral part of the Grounds Maintenance duties in these areas is janitorial maintenance of the park pavilions and restrooms utilizing Grounds Keepers, which includes restocking toiletry items, cleaning toilets/sinks blowing and/or hosing of picnic pavilions.

Maintenance of medians and right of ways

Due to numerous Interlocal agreements, the Grounds Maintenance Division is tasked with the maintenance of medians and right of ways, many of which are not owned by the city or are out of the city limits. These areas are Interstate I-95 interchanges and right of ways (State), Lake and Lucerne right of ways, round-about, and tree wells (State), Dixie Highway (State), Federal Highway (State), A-1A median (State), 10th Ave North (City/CRA), 6th Ave South (County/CRA), Boutwell Rd (County), South Palm Way Blvd (City), and Wingfield Street (City). The current Interlocal agreements require the City to assume all maintenance in these area including tree and hedge trimming, mowing, chemical weed control, trash pick-up, emptying of garbage cans, and maintenance of irrigation systems.

Mowing of vacant lots

The Ground Maintenance Division also manages the contract for the mowing of vacant lots and foreclosed properties that are owned by the city. This includes mowing, trash pickup, and the reporting of unsafe conditions such as unsecured areas of entry and possible squatters.

Unpaved rights of ways and streets

The division also maintains the vegetation in unpaved rights of ways and streets which including periodic mowing, invasive vegetation removal, and trash pickup.

Maintain closed landfills

The Grounds Maintenance Division manages the contract to maintain two (2) closed landfills. The maintenance is these areas includes mowing, weed control, tree trimming, fence/gate repair, and clearing of methane pits and testing wells.

In February of 2013, the City received official notice that it had fulfilled its post-closure permit requirements for monitoring the landfill per the Florida Department of Environmental Protection (FDEP) and the Palm Beach County Health Department. The permit requirements consisted of 20 years of semi-annual methane monitoring and ground water sampling via monitoring wells. Upon successfully completing the monitoring, the methane monitoring wells and ground water monitoring wells were backfilled with neat cement grout.

Special event services

This Division also provides setup assistance, clean up, and custodial services for all City sponsored/co-sponsored events (including those by the Chamber of Commerce) such as the City Holiday Parade, Veterans Day celebration, Street Painting Festival, Reggae Fest, Tropic Fest (fourth of July), and the Tropical Triathlon. This Division also provides cleaning and custodial services at all other events that are held in City parks and on City properties. All of the events impact the Division's operating budgets.

Downtown and supplemental watering

The Division also utilizes a water truck to water all trees and pots in the Lake and Lucerne corridor, newly planted trees and shrubs, and other locations that do not have an automatic irrigation system which is vital to the survival and vigor of the plants.

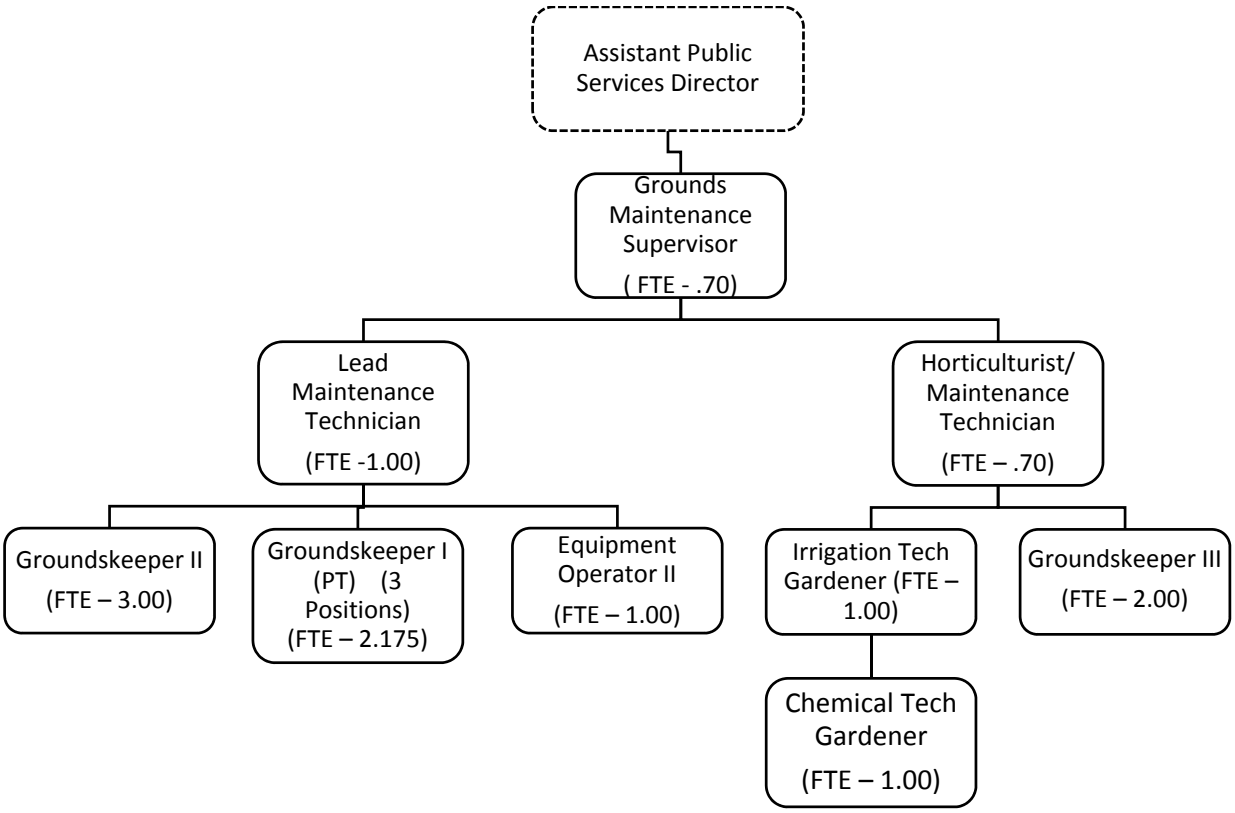
Tree Board Support

The Grounds Maintenance Division supports the Lake Worth City Tree Board by assisting with the Annual Festival of Trees and maintaining the Tree Board's City web page by posting notices, agendas, and minutes.

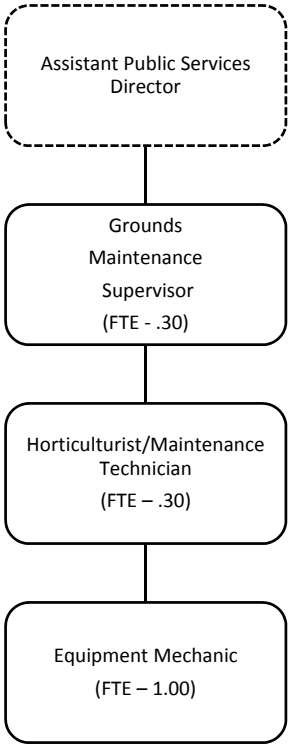
Cemetery Operations

The City of Lake Worth owns two active cemeteries; Pine Crest and I.A. Banks. The Grounds Division is responsible for the maintenance and administration of these cemeteries. The main responsibilities are providing year-round burial services for residents and non-residents. The cemetery employees prepare grave sites for burials and interment of cremated remains including digging graves, preparing site for services by placing the casket lowering device, artificial turf, and erecting/dismantling tents after the service. Employees assist visitors in finding graves, coordinate with funeral homes, show lots for sale, answer questions in person and over the phone, and work with the City Clerk's Office to maintain accurate records of burials. The cemetery workers also perform landscape maintenance of 18.75 acres including all tree/shrub trimming, mowing, edging, and weed whacking around 7,913 headstones. The City is responsible for perpetual maintenance of the cemetery grounds including all landscape maintenance, maintenance of roads and walk ways, and records.

GROUNDS



CEMETERY



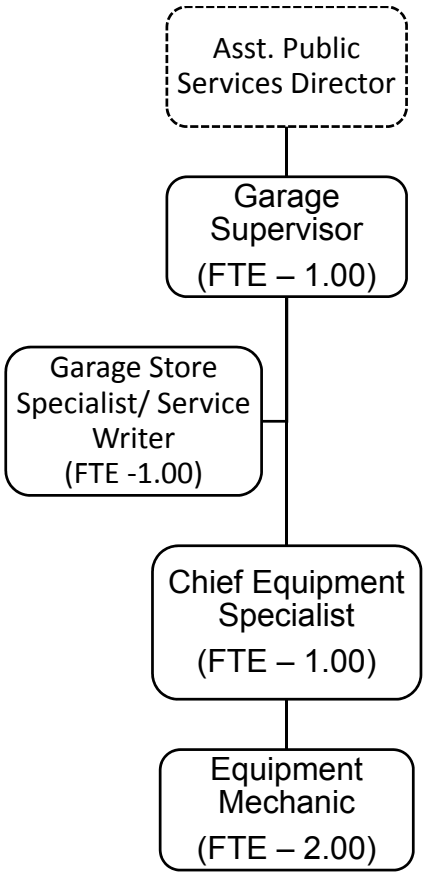
FLEET MAINTENANCE

The Garage/Fleet Division is responsible for the maintenance and repair of all City owned vehicles and equipment. As an internal fund, the Division has divided its services into three levels:

1. ½ ton and under (passenger vehicles and small trucks)
2. ½ ton to 1 ton trucks/vehicles O
3. Over 1 ton trucks and heavy equipment

Fleet replacement is monitored on an annual basis and scheduled according to vehicle age, mileage, and/or condition.

The Garage/Fleet Division is handled in-house as feasible based on the type of equipment and in accordance with current allocated budget. The garage division also handles tire mounting, service calls, and monthly administrative fleet management reporting on fuel usage.

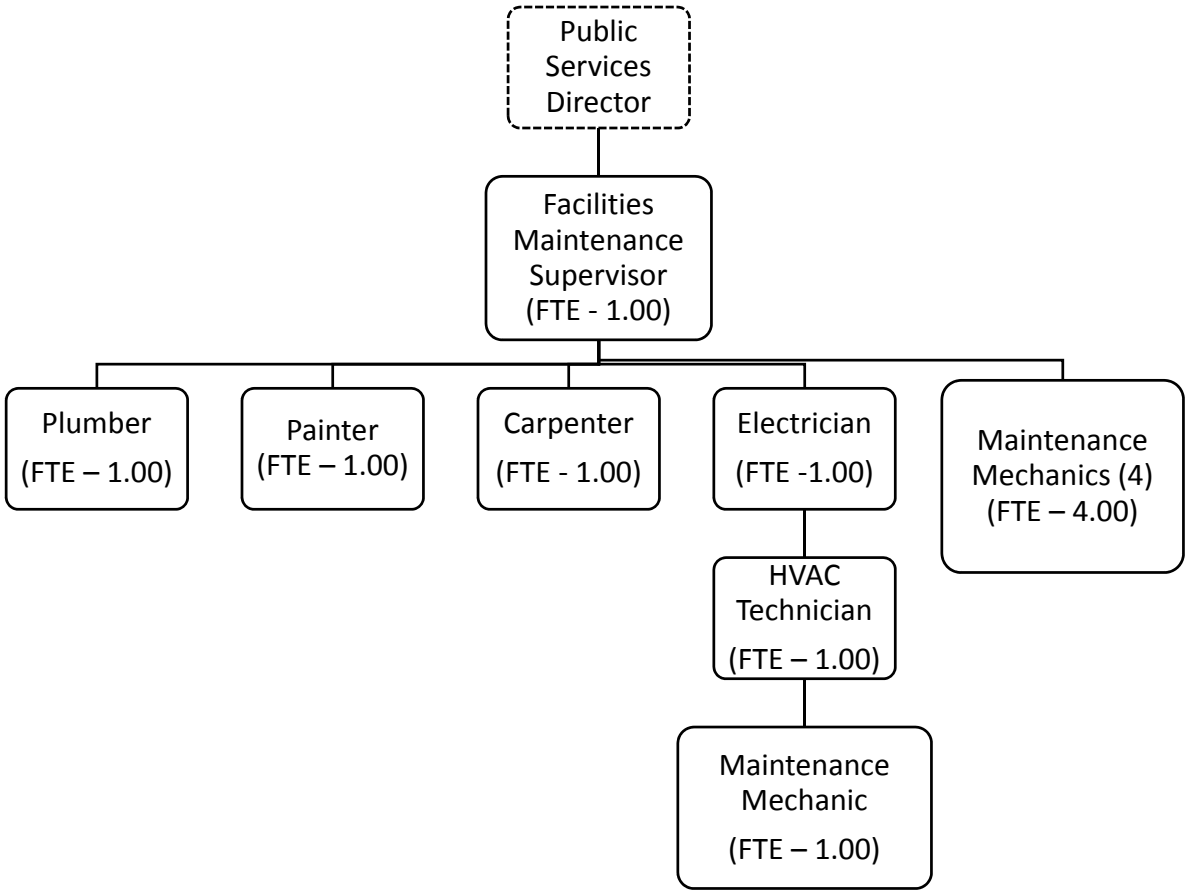


BUILDING MAINTENANCE/FACILITIES

The Building Maintenance/ Facilities Division administers both-in-house and outsourced service contracts, such as pest control, fire, and security protection for City-owned facilities. In-house services include carpentry, electrical, air conditioning, painting, plumbing, and ancillary functions.

The Division provides setup assistance for all City sponsored/co-sponsored events including the Holiday Parade, Street Painting Festival, Reggae Fest, Tropic Fest (July 4th), Tropical Triathlon, and St. Patrick's Day Parade. They also provide banner installation services, tents/tables/chairs placement and removal, lighting, and on call or assigned electrician responsibilities for events.

Non-scheduled maintenance tasks include assisting all departments in federal and state regulated storage of public records, moving of furniture, boxes, performing flag raising ceremonies, and providing public address systems for events.



III. PUBLIC SERVICES DIVISIONAL POLICY AND PROCEDURES

PUBLIC SERVICES ADMINISTRATION

The engineering and construction function for the City of Lake Worth is provided through the Administration Division and provides as a minimum the following:

- Engineering standards for new and reconstructed infrastructure and subdivisions.
- Procures design services for public works infrastructure projects.
- Permitting and inspection of work in the public right-of-way.
- City liaison to the Florida Department of Transportation
- Project coordination with the Water and Sewer Utilities Department
- Coordination with the Electric Utilities Department
- Long-term planning for future Public Services projects.
- Up to date knowledge on current governmental regulations affecting Public Services operations
- Project Management and Inspections

Maintenance of Efficient Design

Maintenance represents a major part of the City of Lake Worth's buildings and infrastructure assets with substantial associated costs over the life of that facility. When looking at the life of a facility starting from the development concept, there are four major considerations – planning, design, construction, and maintenance. Maintenance starts with planning and design. If maintenance is not planned into the asset, maintenance costs and frustrations can become major problems. A minor change in design may result in major savings in future maintenance.

Maintenance of efficient design demands the involvement of maintenance personnel and is not only the responsibility of the maintenance supervisor. Public Services staff should recognize the importance of maintenance and all play an integral part in the process. Staff works together to establish these processes by which maintenance occurs and becomes integral to the planning and design of all new facilities.

What are these responsibilities?

- For Elected Officials:
  Develop the ability to relate maintenance costs to design features and level of service to aid in decision making. Establish policy and procedures to insure clear lines of communication between planners/designers and maintenance personnel and insure maintenance input into all phases of design and development**.**
- For Manager/Administrators:
  a. Develop a format to convey how future maintenance costs relate to decisions made during initial planning.
  b. See that elected officials have cost projections and information on design, maintenance, and service alternatives.
  c. Adopt design criteria, maintenance standards, and facility checklists for practical guidance of new facility design.
  d. Assure maintenance participation in the planning and design processes.
  e. Give firm direction during design process that maintenance impacts are essential and are to be considered during design.

- For Planners, Designers:
  a. Recognize the importance of maintenance in the overall facility use.
  b. Discuss with maintenance staff, the purpose, use, design concepts, and construction methods.
  c. Work with maintenance personnel to determine maintenance tasks.
- For Maintenance Supervisors:
  a. Mobilize support of all line staff to improve design – tapping expertise of every individual.
  b. Keep accurate records of maintenance – how performed, what frequency, etc.
  c. Observe and document the effect of design on maintenance operation and use behavior.
  d. Provide feedback on advantages/disadvantages of design features to designers and manager/administrators.
  e. Stay current on products, equipment, and trends in maintenance and provide this information to designers and administrators/managers.

Public Services Plan Reviews and Inspections

a. Public Services is responsible for reviewing plans for construction activity and for Site Plan reviews prior to construction work and permitting.
b. Public Services reviews, comments, denies, and approves applications submitted for permitting. Some of these include site plan review, curb cuts, sidewalks, stormwater improvements, etc.
c. For any work occurring in the public right of way, an applicant must complete a "Right of Way/Utility Permit" application and submit the proper documentation as outlined on the permit application form.
d. Public Services is responsible for construction inspections for the following categories:
    i. Silt fence (installation inspection and final inspection)
    ii. Curb cut (formboard inspection and final inspection)
    iii. Roadway (Subgrade, Baserock, Densities, Asphalt lifts, Striping/Signage)
    iv. Landscaping (Material inspection and Final inspection)
    v. Sidewalk (Formboard inspection and Final Inspection)
    vi. Curb ramps w/ ADA surface (Formboard and Final)
    vii. Stormwater utility (Material inspection, Progress Inspections, Final)
    viii. Sidewalk Café permit
    ix. Right of Way Use permit
    x. Maintenance of Traffic / Road Closure permits
    xi. Other associated improvements within Right of Way
e. Inspections must be scheduled a minimum of 48 hours in advance by contacting Public Services at 561-586-1720.
f. Inspections must be accompanied by an approved "Right of Way/Utility Permit" application, otherwise the inspection will result in a "Failed" outcome.
g. The plan review, inspection schedule, and associated fees are outlined in the City's "Schedule of Fees and Charges for Service" as adopted by the City Commission.

Public Services Construction Standards

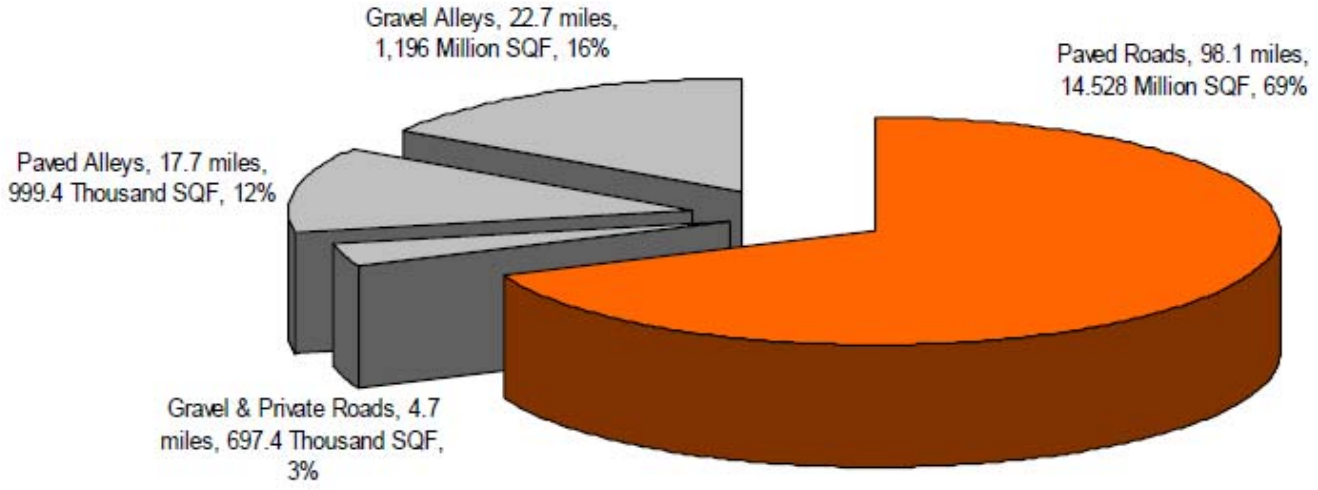
The construction standards for the City of Lake Worth's Public Services Department are provided in "Section IV: Construction Standards and Development Guidelines". The City also adheres to the latest design standards as provided by the Florida Department of Transportation.

STREETS AND STORMWATER DIVISION

Streets Overview

The City of Lake Worth has jurisdictional responsibility for many different types and classifications of roads within the transportation system. Many factors such as age, development type, traffic loads, use, and future transportation needs affect the maintenance and rehabilitation planning for the system. Public roadways provide access to and from private property. The City of Lake Worth currently maintains over 143 miles of roadways of various street types and categories within the municipal boundary. For purposes of establishing budget allocations and rehabilitation priorities, and performing maintenance activities based on established maintenance policies, city streets have been divided into three (3) street type categories – Collector, Local, and Unimproved. Inspections levels are based on visual inspection and Pavement Condition Index (PCI) as defined by the American Society for Testing and Materials (ASTM) standard (D6433-99).

The complete inventory is represented in the chart below:



Roadway Types and Classifications

Roadway Types

Paved Roads and Alleys: Asphalt streets that are designed and constructed to City standards. Drainage is provided by a designed stormwater conveyance system. These roadways also may have sidewalks, curb and gutters, landscape features and hardscape features. Included in this category are collector and local roads, although some may not have curb and gutter, sidewalk, landscaping or hardscaping. Per the City's Comprehensive Plan adopted October 20, 2009, the City has adopted service level C/D for all roadways in its jurisdiction with the exception of 10th Avenue South west of I-95, which is service level E due to limitations of insufficient right-of-way, adjacent development, or inadequate area for expansion.

Unimproved Gravel Roads and Alleys: City right of way that is constructed with shellrock, crushed concrete or other stable material, with no curb or gutter, no designed stormwater conveyance system, and for which construction improvements are yet to be performed. These streets were typically constructed as temporary or through access gravel roads, prior to major development in the area. Most streets in this category do not have any type of designed stormwater conveyance system. Street drainage is usually by roadside ditches, retention systems, passive systems, i.e. graveled shoulders, and approved constructed drainage systems.

Unimproved Rights-of-Ways: Undeveloped rights-of-way that have never been surfaced to accommodate all weather use. Abutting property owners are responsible for all maintenance within these rights-of-way. The quantity and associated vehicle weight of traffic using streets is a critical factor affecting the rate at which a pavement and roadbed deteriorates. The City of Lake Worth divides its streets into 3 categories called functional classifications (FC) each representing a different volume and type of vehicular usage.

Roadway Classifications

MAJOR COLLECTOR – Major Collectors are non-residential roadways made for moderate capacity and can include roads in Industrial areas. They typically carry more than 2,500 vehicles per day. Major Collectors in the City of Lake Worth are roads such as Lake Avenue, Lucerne Avenue, 6th Avenue South, 10th Avenue North, Boutwell Road, and Detroit Street.

MINOR COLLECTOR (Residential) - Minor Collectors are found only in residential neighborhoods and provide a high degree of access to individual properties in a neighborhood. They typically carry between 1,500 and 2,500 vehicles per day. Inspection frequencies and levels will be completed on an annual basis visually by the Streets Division. Minor Collectors in the City of Lake Worth are roads such as 1st Avenue South (east of Dixie Highway), 2nd Avenue North, 4th Avenue South (west of Dixie Highway), 7th Avenue North, and 13th Avenue North.

LOCAL - Local streets primary function is to provide access to individual property along the roadway. They are narrow, slow-speed, and low-volume service facilities. They typically carry fewer than 1,500 vehicles per day, and receive low priority maintenance. Inspection frequencies and levels will be completed on a three year rotation.

UNIMPROVED GRAVEL – Unimproved gravel roadways are dedicated right of way that is yet to be improved and serves as access to water and sewer utilities, electrical utilities, and green spaces for neighborhood residents. These unimproved gravel right of ways are being designed into new Local roadways and City Greenways.

The following policies and procedures outline maintenance practices to avoid confusion and provide for consistent maintenance practices.

PRESERVATION AND MAINTENANCE RESOURCES

For the purpose of scheduling maintenance resources for all streets, and/or funding of street preservation and/or rehabilitation projects, the following priorities will apply:

Maintenance Priority	Type	Pavement Functional Class	Condition*
Highest Priority	Paved roads	Collector (Major)	PCI >75
Medium Priority	Paved roads	Collector (Residential)	PCI >70
	Paved roads	Local	PCI>70
Low Priority	Gravel roads	Unimproved gravel	PCI=N/A
	Paved alleys	Local	PCI=N/A

* Established street maintenance goal for minimum PCI rating.

* Maintenance is continued at given PCI level until condition level falls below a PCI < 55.

* City wide average PCI rating is 76.71 according to the study performed by ADA Engineering in 2013.

RECONSTRUCTION PRACTICES

The Public Services Director will be responsible to keep a list of streets that need to be reconstructed and the prioritization of that reconstruction. Once a street has outlived its useful life and its associated PCI rating falls below PCI=55 threshold per the scale provided below, preservation and maintenance will revert to maintaining only hazardous conditions.

The following criteria will be used to evaluate streets to determine if they need to be reconstructed:

* Preservation no longer cost effective
* Pavement Condition Index (PCI) warrants reconstruction (PCI<55)
* Capacity problems
* Safety issues
* Subgrade and base failure
* High crown
* Traffic calming
* Functional class has changed
* Curb and gutter failure

The Public Services Director will be responsible for evaluation and placement of streets on the Reconstruction List, in accordance with the Road Network Master Plan utilizing the Micro Paver system. Fully improved roadways and alleyways that have outlived their useful life will be placed on the Reconstruction List for utilization of capital project funds and will be maintained only to mitigate hazardous conditions.

PRESERVATION AND MAINTENANCE OF FULLY IMPROVED ROADWAYS

Fully improved roadways will receive the highest level of maintenance. Preventative maintenance designed to extend the life of the asset will be of high priority. Streets will be placed on the maintenance list when the PCI rating indicates overlay OR mill and overlay treatment needed (PCI > 56). These streets will be swept and flushed on a scheduled basis, will have high priority for pothole patching, will receive skin patching and segment overlays as necessary, will have alligatored areas dug out and replaced, will receive scheduled crack sealing, and have base failure repaired. Maintenance efforts will be made to help prevent street PCI from falling into the reconstruction level (PCI<55).

All work will comply with City standards from the time of acceptance by the City until such time the road has exceeded its useful life. When the street is determined to have exceeded its useful life through the Road Network Master Plan study, it will be placed on the Reconstruction List. From that point, until the street is reconstructed, maintenance of the asphalt and curb and gutter shall be minimal, serving only to eliminate hazardous surface conditions. The level of street sweeping and flushing will not change.

Property owners are responsible for maintaining vegetation in the public right-of-way from their property line to the centerline of the roadway, per City municipal code. Grass and weeds must be maintained per code. Vegetation must be maintained so that it does not encroach into the street or sidewalk and so that it does not create a traffic sight triangle hazard. Trees rooted on private property must be limbed up 10.5 feet above the sidewalk and 15 feet above the street. Trees rooted in the public right-of-way which are obstructing streets or sidewalks are maintained by the City's Grounds Division.

Dig Outs/Base Failure: The Street Maintenance Supervisor will routinely schedule removal and replacement of alligatored and failed sections of pavement as needed. Over excavation and base stabilization will be performed as needed. The perimeter of all dig outs shall be saw cut. Areas should be swept and clean. Edges will be coated with CSS-1 asphalt emulsion or equivalent.

Asphaltic concrete will be replaced to a minimum thickness of 2" or to the depth of the existing asphalt, whichever is greater, not to exceed a depth of 1 foot. Asphalt shall be placed and compacted in lifts not to exceed 2 inches each. If a failed area is within 3 feet of a defined joint, removal shall be to the joint. Asphalt should be placed at a temperature of 250 to 300 degrees Fahrenheit. Initial rolling must occur before the temperature is below 200 degrees Fahrenheit. Where appropriate, a straight edge will be used to ensure a bump or sunken area does not occur. All proposed dig out locations will be recorded with the utility locating service for utility locates 48 hours prior to commencement of the work. When emergency repairs are necessary, emergency utility locates will be phoned in before work may commence.

Any block needing more than 500 square feet of repair must be approved by the Public Services Director before any work is done by Street Maintenance Division crews. The City's Annual Contract for Paving, Concrete and Striping shall be utilized when appropriate and as determined by the Department Director.

Overlays: The City does not possess the staffing levels or equipment to perform effective and proper milling and overlays of its roadway network. Overlay work shall be either performed utilizing the annual contract or bid out following the City's procurement process.

1. Contract overlays:
   a. Each year a prioritized list of proposed contract overlays according to the Roadway Master Plan will be reviewed and considered as capital improvement projects to be budgeted accordingly.

   b. Maintenance Division and Public Services Administration will work together to finalize the list of streets to overlay by contract, dependent upon available funds. The list should be finalized and ready for contract advertising by May 1 of each year. A copy of the finalized list will be taken to Maintenance Division/Traffic Operations Section for coordination of pavement marking restoration can be scheduled to take place after completion of the overlay.

   c. Curbs and gutters shall be inspected for each project. Needed repairs shall be included as part of the overlay project contract initiated by Engineering. Gutters should not be overlaid with asphalt.

   d. If sidewalk ramps are lacking within the overlay project, their construction shall be included as part of the overlay contract and constructed to meet ADA standards. Existing sidewalk in need of minor repair shall be scheduled for repair shall be scheduled for repair prior to the overlay.

   e. Necessary base stabilization and removal of alligatored areas will be performing as part of the overlay.

   f. Necessary crack sealing, roto-milling, vegetation removal or other surface repair will be part of the overlay contract awarded.

   g. The contractor will be responsible for all sweeping, erosion control, dust control, traffic control, temporary traffic control, maintenance to private driveways and properties, and maintaining a clean site.

   h. Concrete streets should not be overlaid with asphalt. Concrete slabs that have failed should be removed and replaced. Exceptions to this rule must be approved by the Public Services Director.

   i. Coordination with utilities is required to ensure that we are not overlaying a street just prior to a utility project.

Potholes: Potholes will be routinely scheduled for repair by the Street Maintenance Supervisor. Hazardous potholes (3” or deeper) reported to Maintenance by the public through work requests shall have immediate priority. These potholes will be filled with high performance cold mix if hot mix is not available. The procedure for patching potholes on improved streets will be as follows:

1. Square the hole up using an asphalt cutting saw, removing existing asphalt and base to a 6” depth.
2. Clean and dry the hole as much as possible.
3. Coat the edges with CSS-1 asphalt emulsion or equivalent when using hot mix asphalt.
4. Depth should be 6”, 4” baserock compacted and 2” hot mix asphalt.
5. When hot mix is not available high performance polymer cold mix is utilized. All potholes patched with high Performance polymer cold mix on improved streets are to be documented.
6. Compact the asphalt with a roller or vibratory plate compactor. Wheel rolling is not acceptable when Pothole patching permanent streets with hot mix. Wheel rolling is acceptable for cold mix when it is not practical to use a roller or compactor.

Right-of-Way Cuts: Right-of-Way cuts will be performed in accordance to Utility and Right-of Way Permits. Right-of-way cuts which have sunken or otherwise need maintenance are the responsibility of the company or person owning the utility or facility. Generally, if any part of the cut deviates more than ¾” from the finished surface street grade, it should be repaired. Cuts made by utilities or private permitees that need maintenance will be reported to the Streets Supervisor. The Streets Supervisor will notify the appropriate utility or person in writing of the required maintenance and give them a date to complete the work. Severity of the defect, type of repair, weather conditions and availability of asphalt will be considered when establishing the date. If the work is not performed in a timely manner, the City may complete the work and bill the responsible utility, company or person for all costs.

Curb and Gutter: Failed curb and gutter sections will be scheduled for repair by contracting out the work. Contractor may routinely remove and replace up to 500 feet of curb and gutter per project. Generally, curbs and gutters that deviate 2” or more from original grade will be scheduled for removal and replacement. Inspection frequencies and levels will be completed in conjunction with the Sidewalk Inspection Program on a 6 year rotation identified by zone.

Sidewalk: The adjacent property owners are responsible for maintaining the sidewalk and driveway approaches in a safe and good condition per City Code. Public sidewalks are visually inspected in conjunction with the Sidewalk Inspection Program on a 6 year rotation identified by zone for alignment and grade deviations of more ½”.

UNIMPROVED GRAVEL STREETS

Gravel Streets: Gravel streets are considered to provide only a temporary travel surface until a permanent improvement is made to City standards. Maintenance of this temporary surface is the responsibility of abutting property owners.

Dust Control: Dust control treatments of gravel streets will not be done by the City. Abutting property owners who wish to apply dust suppressant material to a street for the purpose of controlling dust must notify the Streets Supervisor.

Vegetation: The Code Compliance Division Inspector will notify abutting property owners if vegetation encroachment is such that it is causing interference problems for traffic or is in violation of the City Code. If property owners do not remove such vegetation the violation may be enforced.

Roadside Swales: Cleaning of roadside swales will be scheduled by the City when required for flood control and as equipment and personnel are available. Swales along gravel roads are low priority.

Culverts: All maintenance of driveway culverts is the responsibility of the property owner. See storm sewer maintenance policy for additional details.

Shoulders: All maintenance of parking areas and right of way outside of the graded surface for vehicles or the swale is the responsibility of the abutting property owner.

Any maintenance on dedicated right of ways that are undeveloped are the responsibility of the abutting property owners. Examples would include lack of vegetation control, drainage maintenance, and debris dumping.

STORMWATER DIVISION

Background and Purpose

The City of Lake Worth (City) is a coastal community located in Palm Beach County, Florida with approximately 37,000 residents. The City is 7 square miles and is generally bounded by the Lake Worth Lagoon to the east, C-51 Canal to the north, C-16 Canal and Lake Osborne to the west, and City of Lantana to the south. The Lake Worth Lagoon is a valuable aquatic resource and the City continues to protect and enhance its water quality as part of its stormwater program. The area has relatively low-lying topography that is intersected by Federal Highway 1 (US 1) and Interstate Highway 95. The City has a subtropical climate with high intensity rainfall, significant tidal influence, permeable soils along the sand ridge, low permeability soils along the low lying areas along the Lake Worth Lagoon, large amounts of impervious area, few local and regional stormwater Best Management Practices (BMPs), and limited available surface storage. These factors contribute to historical and potential future rainfall and tidal flooding.

The City's stormwater management system consists of approximately 53 City-maintained outfalls served by swales, inlets, storm drains, culverts, exfiltration systems, channels, canals, and retention-detention storage systems. Of the City-maintained outfalls, 22 outfalls discharge to Lake Worth, 26 to Lake Osborne/C-16 Canal, and 5 to the C-51 Canal. Additionally, the City has a system of seawalls along the Lake Worth Lagoon in residential areas as well as within the City's Golf Course and parks to provide both flood and erosion protection. Flooding has occurred from a combination of rainfall and tidal influences on the City's stormwater management system.

The City is one of 41 municipalities and state entities that entered into an Interlocal Agreement with Palm Beach County authorizing Northern Palm Beach Water Control District (WCD) to be the lead permittee in submitting a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Phase 1 Permit Application in 2001.

As a result, the City obtained coverage for its stormwater management system under MS4 Permit No. FLD000018-003 issued by the Florida Department of Environmental Protection (FDEP). The NPDES MS4 Permit requires permitees to develop a Stormwater Management Program and the City developed one as part of the original permit.

This Stormwater Master Plan (SWMP) is intended to be a guide for improving the City's stormwater management system performance and to assist with regulatory compliance activities. The SWMP will provide a preliminary schedule of prioritized capital improvements necessary to allow the City's stormwater systems to meet increasing performance and regulatory demands and modernize existing systems while maintaining the high level of service expected in a modern urban environment in a cost-effective manner. The SWMP addresses both water quantity and water quality concerns within the City's stormwater management systems.

Program Goals and Objectives

On October 18, 2011 the City authorized CDM Smith to develop a City-wide Stormwater Master Plan in order to evaluate the study area and the City's primary stormwater management system (PSMS) along with associated outfalls to receiving waters (Lake Worth Lagoon, Lake Osborne, C-16 and C-51 systems). As part of evaluating the stormwater system, CDM Smith met with the City and established objectives, priorities and goals for the SWMP and for the CIP program such as flood control, aquifer recharge, stormwater harvesting, water conservation and improving water quality discharges to the City receiving waters as listed below:

- Water quality protection and improvement for discharges to the Lake Worth Lagoon, Lake Osborne, and canals consistent with state water quality standards and pending numeric nutrient criteria:
- Flood control and relief of nuisance problems;
- Aquifer recharge to protect and replenish potable groundwater supplies and to reduce salt water Intrusions;
- Harvesting and reuse of stormwater; and,
- Multi-benefit solutions for parks, road and green area restoration.

Based on these goals, performance standards were established in the SWMP for those goals that can be quantified (e.g., water quality standards, flood control levels of service). Specific objectives were defined for each goal so that measurable achievement can be identified as implementation progresses. Since the City is relatively built-out, the SWMP focuses on sustainable BMPs for existing land use conditions and redevelopment criteria.

Primary Stormwater Management System (PSMS)

The City of Lake Worth stormwater management system is comprised of 53 primary outfalls, over 115,000 feet of pipes, 1 lake (Lake Osborne), and 7 stormwater ponds. For this SWMP, the PSMS was defined to focus on primary components of the stormwater system (e.g., lakes, ponds, canals, major ditches, and pipes greater than 15 inches in diameter). Some of this system has been in existence for over 70 years. Some of the older parts of the PSMS facilities are in need of upgrade and repair. During intense storm events, flooding occurs in low-lying areas due to excess runoff, tidal influences and elevated groundwater levels.

As development has expanded within the City and green areas have transitioned into developed land, increased impervious area has produced more runoff. Per the City's Comprehensive Plan, development shall be regulated to ensure adequate on-site containment of stormwater based on the three-year, one-hour design storm event. As part of the City's site plan review process, incoming development must take in to account the effect that the project will have on the existing stormwater system. Based on the ratio of pervious to impervious surface area and the ability to maintain stormwater on site, improvement of the surrounding system in the City right-of-way may be necessary as determined by the Site Plan Review Committee.

Intergovernmental Framework and Regulations

The City's stormwater management system is regulated by federal, state, and local agencies. Therefore, any modifications or improvements to the City's stormwater system need to be developed following the applicable regulatory framework and regulations.

Federal

The following is a summary of the federal regulations/agencies that influence the management of the City's stormwater management system.

United States Environmental Protection Agency (US EPA)

The US EPA was mandated by Congress through Section 405 of the Water Quality Act of 1987 to promulgate a National Pollutant Discharge Elimination System (NPDES) permitting program for municipal stormwater discharge. As discussed above, Lake Worth is a co-permittee with Northern Palm Beach WCD that coordinates on this program for compliance. The City's reviewed permit was issued in March 2, 2011 with an expiration date of March 1, 2016. Permit requirements have been taken into consideration for the water quality approach in this SWMP.

In 2000, the US EPA delegated the NPDES permitting authority to the State of Florida Department of Environmental Protection (FDEP). The US EPA is currently updating the MS4 stormwater regulations and the new rule is expected to contain additional requirements for BMPs and documentation on their performance. These potential future needs are considered in the SWMP recommendations, including pending numeric nutrient criteria for discharges which are discussed in further detail in this section.

Federal Emergency Management Agency (FEMA)

FEMA regulates riverine (stormwater) and coastal (tidal) floodplains and floodways under the National Flood Insurance Program (NFIP). CDM Smith used the Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs) reports and databases developed by FEMA for comparison with model results for flood risks and are presented in Section 3.

United States Army Corps of Engineers (USACE)

The United States Army Corps of Engineers (USACE) regulates dredge and fill and is the primary federal agency that develops guidance parameters for civil infrastructure design considerations. The USACE has developed sea level rise guidance for sources of possible changes for the next 50 years. These projects were considered in the CIP as discussed above.

State

The following is a summary of the state agencies that regulate stormwater management.

South Florida Water Management District (SFWMD)

The SFWMD has responsibilities for stormwater management under Florida Administrative Code (F.A.C.) Chapters 40E-4, 40E-40 and 40E-400 through issuance of an Environmental Resource Permit (ERP). SFWMD also regulates the surface water under F.A.C. Chapters 40E-40 and 40E-41. In addition, its responsibilities include regulation of dredge and fill and consumptive use activities. Since SFWMD has permitting authority of new and modified stormwater management systems, their criteria and standards will be used as guidelines for conceptual planning of both water quality and quantity improvements. These guidelines are documented in the SFWMD ERP Information Manual Volume IV (2010).

The SFWMD operates the C-51 and C-16 Canal systems via control structure S-155 and their data were used for analysis of these systems.

Florida Department of Environmental Protection (FDEP)

FDEP regulates environmental programs in the State of Florida and has been delegated NPDES MS4 permit authority, as described previously. The stormwater element of the NPDES program is mandated by the Clean Water Act (CWA) Section 402(p). Authorized by Section 403.0885, Florida Statutes (F.S.), the Department's federally approved NPDES stormwater program is set out in various provisions within Chapters 62-4, 62-620, 62-621 and 62-624 of the Florida Administrative Code (F.A.C.). Chapter 62-624, F.A.C. specifically addresses MS4 permit requirements.

The City is one of the 41 entities authorized for stormwater discharge under the comprehensive Palm Beach County NPDES MS4 permit (Permit Number FLS000018-003). The City is authorized to discharge stormwater to waters of the state in accordance with the approved SWMP, effluent limitations, monitoring requirements, and other provisions as set forth in this permit. The City has been actively implementing various required programs and activities to maintain compliance with the permit. These efforts are documented in annual reports submitted by the City to the FDEP.

The FDEP also regulates underground injection control permits for wells under the Underground System Injection Control (UIC) Program (gravity recharge wells and pumped injection wells).

Florida Department of Transportation (FDOT)

FDOT regulates and prescribe conditions for the transfer of stormwater to their drainage system as stated in Chapter 14-86 Drainage Connections, Florida Statutes (F.S.). In Lake Worth, the FDOT owns and maintains several roadways, including Dixie and Federal Highways, Lucerne and Lake Avenues and Lake Worth Road. During the past several years, the FDOT has done extensive improvements in these roads. Coordination with FDOT may be necessary due to the City's and FDOT's stormwater systems being interconnected at certain locations.

Local

The following is a summary of the local agencies that regulate the City's stormwater management system.

Lake Worth Drainage District (LWDD)

The LWDD was established in 1915 by the State of Florida as a Special Taxing District with the purpose of providing water control and water supply for settlement and agriculture. Authority is derived from Florida Statutes Chapter 298 and Chapter 09-258 and their amendments. The LWDD provides services such as canal construction, maintenance and operation. It monitors and controls a complex system of canals and associated rights-of-way within its jurisdictional area that include portions of the City of Lake Worth for a total area of about 200 square miles. Development projects and activities that affect the rights-of-way of LWDD require review and permitting by LWDD. Water discharged into the LWDD canal system must meet water quality standards in accordance with the laws of the State of Florida.

Palm Beach County

The Palm Beach County Engineering and Public Works Department is responsible for the review and issuance of permits for construction activities that impact or discharge to its stormwater drainage systems within Palm Beach County rights-of-way.

City of Lake Worth

The City's Stormwater Management System is governed by Chapter 62-25 F.A.C. and the rules and regulations of the South Florida Water Management District (SFWMD). The Comprehensive Plan adopted in October 2009 and amended in August 2012, establishes goals, objectives and policies for the City's infrastructure and specifically for stormwater management. The Building Division provides plan and specification review for any non-residential or residential use that applies for a building permit, site plan approval or subdivision review in accordance with the Florida Building Code. Drainage plans review is provided by the Public Services Department. The City also requires that the applicable SFWMD Environmental Resource Permit (ERP) that regulates stormwater management and drainage systems be obtained prior to City approval for site development and issuance of the construction permit.

FDEP TMDL Program

As required by Section 303 (d) of the Federal Clean Water Act, the state of Florida must develop total maximum daily loads (TMDL) for impaired waters (i.e., those that do not meet their designated uses). The TMDL is defined as the maximum allowable loads for all pollutant sources to impaired waters and also identifies the load reductions needed to achieve the receiving water's designated use(s). The FDEP leads this effort working with local stakeholders including water management districts, cities, counties, and private interests. But the EPA can issue TMDLs for water bodies if the EPA believes the water body identification (WBID) is impaired and FDEP does not.

The TMDL program works to develop a scientifically-sound database of information and calibrated-validated hydrology, hydraulic, and water quality models to identify the TMDL, build on pollutant load reduction goals (PLRGs), support the load allocation and reduction process, and establish the foundation for evaluations of BMPs to improve water quality. Enforcement is through NPDES permitting for domestic wastewater, industrial wastewater and MS4s.

The TMDL program could ultimately lead to a basin management action plan (BMAP) that would require the City to complete retrofit projects to reduce pollutant loads to waters of the state.

US EPA/FDEP Numeric Nutrient Rules

In 2011, a number of actions changed the Numeric Nutrient Criteria (NNC) playfield. First, the state of Florida adopted a version of the NNC for streams, lakes, springs and some estuaries. The rules were adopted by Environmental Regulatory Commission in December 2011 and sustained by the Florida Legislature in February

2012. Also in February 2012, the US District Court invalidated the EPA stream criteria. A lawsuit by environmental interest was filed to invalidate the Florida NNC and in May, 2012, the administrative law judge sustained the Florida NNC. As of today, EPA has postponed the effective date of their version of the NNC in order to review the state's proposal and to allow more time to define estuarine NNC.

For streams, the actual numeric criteria listed in the state version of the NNC are the same as those listed in EPA's. The difference is that with EPA's version, violation of any of the NNC defines impairment (each parameter is independently applied) while for Florida's version, two other factors must be in place before a waterbody is considered impaired: the ambient biology must be imbalanced (i.e., impaired) and there must be a correlation between the nutrient concentrations in the waterbody and the imbalanced biology. For South Florida canals, as with the EPA version, Florida's version of the NNC does not define nutrient criteria since there is little scientific confirmation on the exact nature of a "balanced" biology in a man-made canal.

SFWMD and FDEP Unified Statewide Stormwater Rule

FDEP and the water management districts have been developing a state-wide stormwater rule to control nutrient loadings from stormwater discharges in order to better protect water quality. These supplemental criteria (if adopted) would give credit for additional non-traditional BMPs and encourage stormwater reuse while controlling the average annual volume of discharge and nutrients to historical (pre-development) levels. FDEP has been working to extend these criteria to a unified statewide rule that considers variations in hydrology and physical characteristics across Florida. If adopted as it has been drafted today, this rule would exempt retrofits for stormwater systems that provide some load reduction, such as stormwater master plan projects with water quality BMP features. The rule was placed on hold and the ongoing Environmental Resource Permit (ERP) streamlining legislative efforts are considering some of the standards and criteria in the draft rule.

Existing System Evaluation

Level of Service (LOS) Evaluation

The primary purposes of Level of Service (LOS) criteria are to protect public safety and property. Program goals are to maintain passable roads for emergency and evacuation traffic, and control flood stages below roads, property, homes, and buildings as practicable. A LOS also indicates the level of treatment of a stormwater management system or the use of BMPs to reduce pollutant loads to the receiving water system.

The LOS criteria used in this study identify and define potential problem areas based on the stormwater model simulations performed. The criteria are then used to evaluate the effectiveness of improvements that are incorporated in the model simulating alternative solutions. LOS decisions will directly affect the extents and cost of proposed improvement alternatives.

Water Quantity

The LOS for the stormwater management system establishes the performance standard. It can vary for new development versus retrofit conditions where various physical and cost constraints can create a situation of diminishing returns.

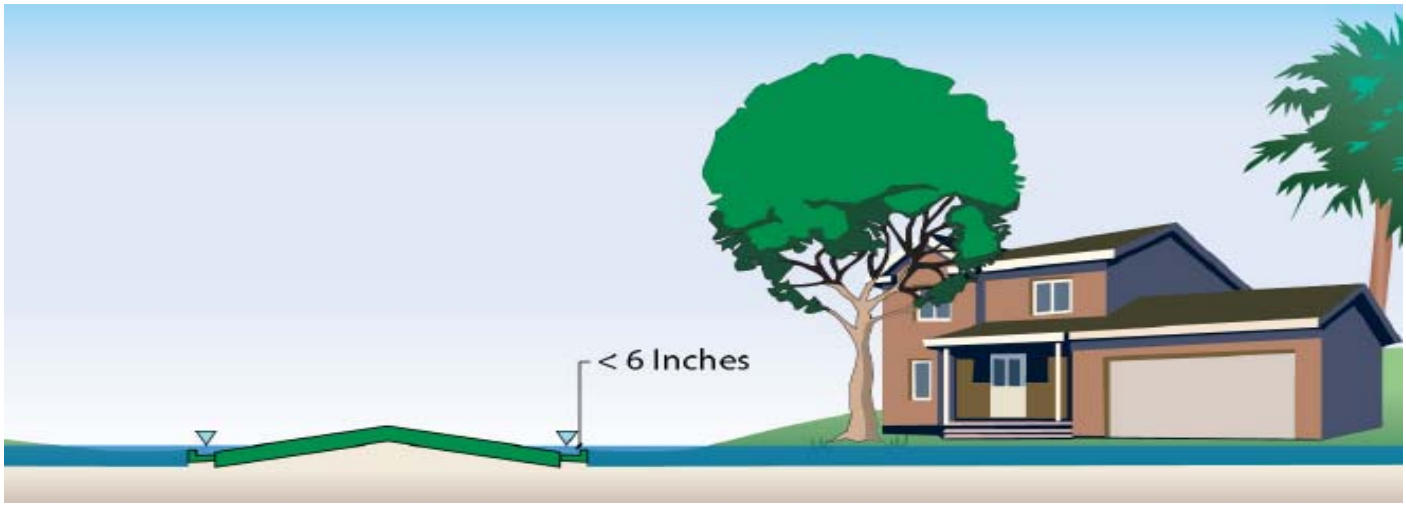
The infrastructure element of the amended August 7, 2012 City of Lake Worth Comprehensive Plan established a stormwater quantity LOS standard based on the design storm frequency for a 3-year, 1-hour storm duration as per the FDOT rainfall intensity curves.

During the development of this SWMP and prior to August 2012, the selection for the stormwater quantity LOS was based on a typical industry standard for a City similar to Lake Worth which is defined by maximum level of flooding up to 6-inches above the road gutter elevation during the 5-year, 24-hour storm event.

In the instance that no curb and gutter exists within a City neighborhood, the established maximum level of flooding up to the crown of the road during the 5-year, 24-hour storm event remains as the standard. Therefore, this standard LOS was used as part of the evaluation of the SWMP model simulations.

The 5-year, 24-hour event was simulated as the critical event to evaluate stormwater system performance in both existing and future conditions. A comparison between the 5-year, 24-hour and the 3-year, 1-hour storm event was performed to verify the selection of the 5-year, 24-hour storm event for LOS determination was comparable with the City's Comprehensive Plan. Since they were comparable, all drainage projects in the City must meet the 3-year 1-hour requirements set forth in the Comprehensive Plan. The LOS was also evaluated for the 10-, 25-, and 100-year 72-hour design storms. LOS evaluations were made for road gutter-crown and building elevations where data were available.

The following figure shows a representation of the standard LOS with a maximum acceptable level of flooding of 6-inches above the road gutter.



Water Quality

The water quality LOS establishes the level of treatment that a stormwater system provides prior to discharging to a receiving water body. At a minimum, the LOS is expected to achieve water quality standards. Reducing pollutant loads will help towards meeting the LOS over time.

Operation and Maintenance (O&M) Evaluation

The City's O&M activities related to the stormwater infrastructure are structured to be in compliance with the requirements set forth in the NPDES joint permit with Palm Beach County.

The City's stormwater infrastructure maintenance program provides repair, replacement and maintenance for infrastructure within the street right-of-way. Current maintenance activities include the following: litter removal from inlets and catch basins following heavy storms, emergency repairs to failing pipe system infrastructure, street sweeping, cleaning outfalls on an as-needed basis, roadside ditch repair on an as-needed basis, and small pipe replacement projects.

The goal of the City's stormwater O&M program is to maintain the structural integrity of the system so that the system functions within the LOS for which it was designed or is designated. In order to achieve this goal, periodic inspections, regular cleaning and necessary improvements are required.

The City's O&M program is an effective program with a goal of keeping the City downtown rights-of-way free of garbage, trash, litter and all other waste material which may contribute pollutants to the environment.

The City's stormwater system and any stormwater structural control is operated in a manner to reduce the discharge of pollutants to the maximum extent practicable. The following paragraphs discuss the City's stormwater components and assess O&M activities performed in compliance with regulatory mandates. The assessment of the O&M program is discussed in order of the structural control items listed in the City's NDPES permit.

Structural Controls, Stormwater Collection System Operations

Stormwater Treatment Pond (Dry Retention)

Stormwater treatment ponds are inspected by the Public Services Department, Street/Stormwater Division and the grounds are maintained (mowing) by the Grounds Maintenance staff. Each month one stormwater treatment pond is inspected and maintained.

Channel

The City has maintenance responsibility for the Fitch Ditch, which is an approximate 4,600 feet long channel that is inspected twice a year by staff. Observed maintenance needs are addressed by the Public Services Department - Streets/Stormwater and Grounds Maintenance Divisions.

Pollution Control Boxes

Pollution control boxes such as baffle boxes and catch basin inserts are inspected and maintained by the Public Services Department - Streets/Stormwater Division. Inspections and cleaning are performed on a timed interval. Additional maintenance activities are performed as needed. Cleaning baffle boxes, catch basin inserts, and other pollution control boxes reduces the amount of debris/trash that can obstruct flows and be conveyed to downstream receiving waters.

Major Stormwater Outfalls

Stormwater outfalls are inspected on an as needed basis by the Public Services Department - Streets/Stormwater Division. The inspection and maintenance of stormwater inlets and outfalls is intended to verify that the outfall is in good working condition. Inspection activities include verifying that pipes are free from obstructions and that undermining around pipes and channel bank erosion has not occurred. Corrective maintenance activities are performed when problems are observed at the outfall. Typical maintenance activities include removal and proper disposal of debris and/or sediment, and repair of structural damage and inspection to verify that discharge does not cause erosion and sedimentation.

Swales/Ditches

Grass swales and landscaped medians play an important role in stormwater collection, treatment, infiltration, and discharge. Consistent mowing of such features prohibits woody growth and controls weeds. Mowing also promotes stormwater retention and efficient percolation. The Public Services Department - Streets/Stormwater and Grounds Maintenance Divisions are assigned the responsibility of maintaining swales and medians within public roadways and parking lots. Individual business owners and residents are required to maintain their facilities.

Inlets, Catch Basins, Grates

The Public Services Department - Streets/Stormwater Division is responsible for maintenance and inspection of the stormwater inlets, catch basins, and grates on a timed schedule. The City utilizes mechanical (vactor-flushing truck and vacuum sweeper trucks) and manual methods. These methods include cleaning the external grates to allow stormwater to enter the system, and removing sand, silt, and debris from manholes and sedimentation chamber of catch basins. Trash within structures can create blockage and cause improper drainage. Such blockages and/or structural deficiencies allow standing water in the catch basins and inability for water to flow creating the potential for system overflow and/or flooding in surrounding areas.

CITY OF LAKE WORTH STORMWATER MAP

Florida Statute 119 "Public Records" provides broad access to records maintained by the City, including mapping records. However specific attention of all GIS users is directed to F.S. 119.071 "General exemptions from inspection or copying of public records" that exempts specific information that is maintained within the City's GIS. Specifically any information concerning the floor plans of buildings, the location and atributes of Utilities infrastructure, and security facilities are exempt from the sunshine. All City personnel shall take specific care in the release of GIS materials to ensure only authorized release of this exempted material is done. GIS layer developers who create layers with exempt data shall include the appropriate references to F.S. 119.071(3), and the restriction to the access to the information within the metadata file of the layer.

Street Sweeping

Public roads are maintained by the City in a manner to reduce to the discharge of pollutants. Street sweeping is done by the Public Services Department - Streets/Stormwater Division. This activity cleans intake structures, prevents debris deposition within pipe networks, and contributes to the aesthetics of the City. The street sweeping material is transferred to dump trucks and then transported to the landfill for disposal. Approximately 7,200 lane miles are swept annually, the equivalent of sweeping the entire City a total of 65 times per year. As per revisions to the NPDES MS4 permit, the City now calculates the nutrient reductions associated with street sweeping activities. The reductions can be calculated using the results of the ongoing Florida Stormwater Association MS4 Load Reduction Tool. The tool requires input values for total volume of collected solids (cubic-feet) and weights of both dry and wet solids (lbs). The City may have to coordinate with Palm Beach County (lead permittee) for future sampling regarding moisture content and bulk density.

Water Quantity Existing Condition Evaluation

The water quantity modeling simulation for current conditions provides an overview of potential areas susceptible to flooding issues. As described previously, the depth of flooding along the road curb identified for each area (model node) determined whether the LOS was met. The areas that do not meet the LOS will be discussed in the Proposed Improvements Evaluation.

Historical Flooding Locations

The City provided a list of areas with reported flooding or ponding during rainfall events by local residents and businesses, but description or depth of flooding was not available. In general, the areas reported include stormwater management facilities west of the railroad right-of-way and along the shoreline of Lake Worth Lagoon. However, existing flooding conditions are also apparent in other areas of the City as well.

Best Management Practices

The following are structural Best Management Practices for retrofitting the identified problem areas to meet established LOS and improve water quality in the City. These BMPs integrate green stormwater infrastructure principles with stormwater management, treatment, and recharge. Also, the BMPs selected have the capacity to capture, store, infiltrate, and treat stormwater runoff within the areas where the runoff is generated. This approach minimizes water quantity and quality impacts to the receiving water- bodies downstream and improves the efficiency of the stormwater system.

Exfiltration Trench

The exfiltration trench BMP consists of installing a perforated pipe laid in a bed of filter media, such as FDOT # 57 stone wrapped in filter fabric, below grade and with minimal loss of valuable real estate. The applicability of this technology and its performance are related to the rate of percolation of the trench's sides and bottom, the suitability of local soils as well as depth to groundwater. This BMP promotes infiltration and groundwater recharge. In order to reduce required maintenance and extend its useful life, pre-treatment of stormwater using buffer strips, swales or pollution control boxes is important for removing coarse sediment that can cause clogging and sedimentation of the exfiltration trench. Water quality concerns of dissolved pollutants (nitrates and phosphorus) are also captured by exfiltration trenches.

Soil type and groundwater level considerations are very important when implementing exfiltration trenches. Areas of well drained soils with low groundwater levels provide the best opportunity for implementation. Due to the relatively permeable soils throughout the City, exfiltration trenches are widely recommended in this stormwater master plan. They are considered a green stormwater infrastructure as they provide flood control, water quality, and aquifer recharge benefits and are encouraged by the SFWMD especially in retrofit applications for areas with sandy soils as in these specific areas of Lake Worth.

It is recommended that exfiltration trenches:

- Be constructed in locations where the trench bottom is at least 1 foot above the wet season water table;
- Have cleanouts every 100 feet (50 feet reach from either side);
- Install nutrient separating baffle boxes (NSBBs) in conjunction with the exfiltration trench; and
- Be constructed with a filter fabric liner around the perforated pipe as well as around the rock trench to provide enhanced capture removal of sand and debris in the pipe system for cleaning with standard vacuum-truck type equipment. Maintenance is key in the continued performance of these systems and activities include routine vacuuming of accumulated sediments and debris and less often high pressure cleaning and backwash of the perforated pipe to reduce clogging.

<u>Pollution Control Box (Baffle Box)</u>

Pollution control boxes such as baffle boxes are concrete or plastic (HDPE) structures typically containing a series of chambers separated by baffles for settling sediments. These BMPs reduce the amount of debris and sediments either entering the stormwater conveyance system or discharging to receiving waterbodies. The baffle boxes may also contain trash screens or skimmers for capturing floatable materials.

More advanced baffle boxes (nutrient separators) can provide additional measures to remove nutrients from the stormwater runoff. Baffle boxes can also be used as stormwater pretreatment prior to an exfiltration trench. These types of units are proposed in conjunction with the exfiltration trench described above. Maintenance activities include routine vacuuming of accumulated sediments and debris. As with all BMPs, O&M is critical to the success of their performance.

Underground Storage Detention System

The underground storage detention system can be a cost-effective detention system used to control stormwater by providing storage with minimal loss of valuable real estate. These storage systems are typically installed under parking lots, parks, and streets. The underground storage detention system stores and releases the stormwater runoff over time. The storage system may be partially perforated to allow for exfiltration into the groundwater where the depth to groundwater is appreciable. At Bryant Park there was available space for the installation of the underground storage system. However, due to the high groundwater table, two recharge wells were proposed rather than exfiltration. The recharge wells will provide aquifer recharge at the land interface with the Lake Worth Lagoon.

Recharge Well

In the State of Florida, stormwater wells are currently regulated under FDEP's Underground Injection Control Program and the applicable rules are included in Chapter 62-528, F.A.C. Stormwater wells are classified as Class V wells under Group 6. These are defined as those wells used to drain surface fluid, primarily stormwater runoff or for lake level control, into a subsurface formation. Rule 65-528.605 requires that new Class V wells be constructed so that their intended use does not violate the water quality standards of Chapter 62-520, F.A.C. (Ground Water Classes, Standards, and Exemptions) at the point of discharge. Wells considered for this SWMP would discharge treated stormwater into an aquifer zone that is greater than 10,000 mg/L total dissolved solids (TDS). Stormwater pre-treatment can be provided by exfiltration, swales, retention, wet detention lakes, vortex separators, and/or baffles/screens in the well junction box.

It is recommended that a test well be constructed for potential recharge well locations to confirm that the well meets the FDEP UIC requirements and will hydraulically function as required. The well test should confirm the wet season potentiometric elevation and that the aquifer zone is greater than 10,000 mg/L total dissolved solids. Wells should be cased and screened and provide at least two feet of hydraulic head for salinity plus and one to two additional feet of head for the desired minimum flow rate.

As described above, two recharge wells are proposed as part of the two underground storage detention systems proposed for Bryant Park. The purpose of the recharge wells is to provide a direct recharge to the deep surficial aquifer. This recharge reduces the potential for salt water intrusion by the natural movement of the added freshwater towards the lagoon. It also prevents typical stormwater pollutants from discharging directly to a natural waterbody and the water is instead filtered within the underground soil layers.

Pervious Grass Pavement

In green areas where vehicular traffic is anticipated (parking lots, driveways, and green areas), the installation of pervious grass pavement is important to maintain rainfall infiltration that otherwise would be compromised due to traffic that damages the grass cover and compact the soils underneath impeding infiltration. As proposed in this master plan the pervious grass pavement improves the infiltration rate of the rainwater into the ground and provides a pervious, high strength surface for vehicular load.

Wet Detention Pond

The expansion and improvement of the golf course stormwater pond provides stormwater treatment for additional tributary area. The proposed expansion of the pond is within the limits as discussed by the Golf Course administration and City staff. The proposed improvements to the pond increase the detention time and improves the water quality discharged to the Lake Worth Lagoon.

Conveyance Pipes and Outfalls

Improvement of conveyance pipes and outfalls are proposed in specific areas in conjunction to a water quality improvement benefit (NSBB) to reduce the pollutant discharge. The combined improvements will have a net reduction in pollutant loading. It is recommended to consider installation of backflow preventers (check valves) to the stormwater pipes that outfall to the C-16 and C-51 Canals and to the Lake Worth Lagoon to prevent tidal inflow to the stormwater system if applicable.

Excerpt from City Municipal Code, Part II - Code of Ordinances, Chapter 18 - Utilities

ARTICLE VII. STORMWATER UTILITY

Division 1. General.

Sec. 18-70. Authority.

The city is authorized by the Florida Constitution and the provisions of F.S. Ch. 166 § 403.0893, Florida Statutes, to construct, reconstruct, improve, and extend stormwater utility system and to issue revenue bonds and other debts if needed to finance in whole or part the cost of such system and to establish just and equitable rates, fees, and charges for the services and facilities provided by the system.

Maintenance of the stormwater management system includes but is not limited to inlets, conduits, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, swales, and other components as well as natural waterways. All elements of these storm and surface water management systems, which provide for the collection, storage, treatment, and conveyance of stormwater, are of benefit and provide services to all property within the city.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-71. - Findings and determinations.

It is hereby found, determined, and declared as follows:

(1) Those elements of the city stormwater management system which provide for the collection and disposal of stormwater and regulation of groundwater are of benefit and provide services to all property within the incorporated city limits, including property not presently served by the storm elements of the system.

(2) The costs of operating and maintaining the city stormwater management system and financing necessary repairs, replacement, improvements, and extension thereof should, to the extent practicable, be allocated in relationship to the benefits enjoyed and services received therefrom.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-72. - Definitions.

For the purpose of this article, the following definitions shall apply; words used in singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined herein shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

Authorized official means any employee or agent of the city authorized by the director to administer or enforce the provisions of this article.

Availability charge means a charge to a developer or individual resident to recover the debt service and extension and replacement costs paid for a stormwater management system facility that had been previously constructed, but which serves such developer or individual resident.

Best management practices (BMPs) means management techniques recognized to best minimize pollutant and sediment loadings from stormwater runoff.

Bonds means revenue bonds, notes, loans or any other debt obligations issued or incurred to finance the costs of construction.

Costs of construction means costs reasonably incurred in connection with providing capital improvements to the system or any portion thereof, including but not limited to the costs of (1) acquisition of all property, real or personal, and all interests in connection therewith, including all rights-of-way and easements therefor (2) physical construction, installation and testing, including the costs of labor, services, materials, supplies and utility services used in connection therewith, (3) architectural, engineering, legal and other professional services, (4) insurance premiums taken out and maintained during construction, to the extent not paid for by a contractor for construction and installation, (5) any taxes or other charges which become due during construction, (6) expenses incurred by the city or on its behalf with its approval in seeking to enforce any remedy against any contractor or sub-contractor in respect of any default under a contract relating to construction, (7) principal of and interest on any bonds, and (8) miscellaneous expenses incidental thereto.

Debt service means, with respect to any particular fiscal year and any particular series of bonds, an amount equal to the sum of (i) all interest payable on such bonds during such fiscal year, plus (ii) any principal installments of such bonds during such fiscal year.

Detention means the collection and temporary storage of stormwater in such a manner as to provide treatment through physical, chemical or biological processes with subsequent gradual release of the stormwater.

Developed property means real property which has been altered from "natural" state by the addition of any improvements such as a building, structure, or impervious surface. For new construction, property shall be considered developed pursuant to this article: (a) upon issuance of a certificate of occupancy, or upon completion of construction or final inspection if no such certificate is issued; or (b) if construction is at least fifty (50) percent complete and construction is halted for a period of three (3) months.

Director means the director of public services or his or her designee.

Dwelling unit means a single unit or apartment providing complete, independent living facilities for one (1) or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

Equivalent residential unit or ERU means the average impervious area of residential developed property per dwelling unit located within the city and as established by resolution as provided herein.

ERU rate means a utility fee charged on each ERU as established by resolution as provided herein.

Extension and replacement means costs of extensions, additions and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment for, the system, or land acquisition for the system and any related costs thereto, or paying extraordinary maintenance and repair, including the costs of construction, or any other expenses which are not costs of operation and maintenance or debt service.

Fee-in-lieu-of means a charge to a developer or individual resident to recover (1) the costs of construction and debt service on a new stormwater management system facility which serves such developer or individual resident, or (2) the extension and replacement costs necessitated by development undertaken by such developer or individual resident.

Fiscal year means a twelve-month period commencing on the first day of October of any year, or such other twelve-month period adopted as the fiscal year of the utility.

Impervious area means metal roofed and paved areas, including, but not limited to, areas covered by roofs, roof extensions, patios, porches, driveways, sidewalks, parking areas and athletic courts.

Nonresidential developed property means developed property that is classified by the property appraiser as land use types 10 through 99 using the Florida Department of Revenue Land Use Codes, as amended or supplemented.

Operating budget means the annual utility operating budget adopted by the city for the succeeding fiscal year.

Operations and maintenance means the current expenses, paid or accrued, of operation, maintenance and current repair of the system, as calculated in accordance with sound accounting practice, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, labor, executive compensation, the cost of materials and supplies used for current operations, and charges for the accumulation of appropriate reserves for current expenses not annually incurred, but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice.

Property appraiser means the office of the county property appraiser.

Residential developed property means developed property that is classified by the property appraiser as land use types 00 through 09 using the Florida Department of Revenue Land Use Codes, as amended or supplemented.

Retention means the prevention of stormwater runoff from direct discharge into receiving waters by utilizing discharge systems such as percolation, exfiltration, and evaporation processes.

Revenues means all rates, fees, assessments, rentals or other charges or other income received by the utility, in connection with the management and operation of the system, including amounts received from the investment or deposit of moneys in any fund or account and any amounts contributed by the city, all as calculated in accordance with sound accounting practice.

Site of industrial activity or industrial site means any area or facility used for manufacturing, processing or raw materials storage, as defined under 40 CFR section 122.26(a)(14) of the U.S. Environmental Protection Agency, as amended.

Stormwater means any stormwater runoff, surface runoff and/or drainage.

Stormwater management system or system means the existing stormwater management system of the city and all improvements thereto used for collecting, storing, and transporting stormwater which by this article is constituted as the property and responsibility of the utility, to be operated as an enterprise fund to, among other things, conserve water, control discharges necessitated by rainfall events, incorporate methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such system.

Stormwater management utility or utility means the enterprise fund utility created by this article to operate, maintain and improve the system.

Undisturbed parcel means a parcel which has not been altered from its natural state by dredging, filling, removal of trees and vegetation or other activities which have disturbed or altered the topography or soils on the property.

Utility fee means a utility fee authorized by Florida law and this article which is established to pay operations and maintenance, extension and replacement and debt service.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-73. - Establishment of stormwater management utility.

(a) The stormwater management utility is hereby established to provide for the general welfare of the city and its residents.

(b) The director shall be the chief staff member of the utility.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-74. - Operating budget.

The city shall adopt an operating budget not later than the first day of each fiscal year. The operating budget shall set forth for such fiscal year the estimated revenues and the estimated costs for operations and maintenance, extension and replacement and debt service.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-75. - Required levels of rates for utility fees.

The city commission shall require that adequate revenues are generated to provide for a balanced operating budget by at least annually setting sufficient levels of utility fees.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-76. - Imposition of utility fees.

The city commission hereby authorizes the imposition of utility fees on all property within the city.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-77. - Rate schedule.

(a) Property classification. For purposes of assessing the utility fee, the following property classes will identify the customer base:

(1) Residential developed property;

(2) Nonresidential developed property;

(3) Undisturbed parcel;

(4) Undeveloped but disturbed property;

(5) Vacant unimproved property

(b) Computation of utility fee for residential developed property. The utility fee for residential developed property shall be the ERU rate multiplied by the number of individual dwelling units existing on the property.

(c) Computation of utility fee for nonresidential developed property. The utility fee for nonresidential developed property shall be the ERU rate multiplied by the numerical factor obtained by dividing the total impervious area for a nonresidential developed property by one (1) ERU. The minimum utility fee for any nonresidential developed property shall be equal to one (1) ERU rate.

(d) Computation of utility fee for undisturbed parcels. Undisturbed parcels shall be exempted from the utility fee.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-78. - Billing.

The frequency of billing is to be established by the city based on an assessment of the most efficient, effective and equitable method of billing and collections available to the utility. The utility fee shall be billed at least annually by the city but no more than twelve (12) times in one (1) calendar year. The utility may pursue billing and collections of the utility fee through the non-ad valorem levy, collection, and enforcement method as provided for in F.S. Ch. 197, Florida Statutes, or as part of a consolidated statement with other city utilities, or any other manner authorized by law.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-79. - Adjustment of fees.

(a) Requests for adjustment of the utility fee for nonresidential developed property shall be submitted to the director, who is hereby given the authority to develop and administer the procedures and standards for the adjustment of fees as established herein. All requests shall be judged on the basis of the amount of impervious area on the site. No credit shall be given for the installation of facilities required by city or county development codes or state stormwater rules. The following procedures shall apply to all adjustment requests of the utility fee:

(1) Any customer who has paid his or her utility fee and who believes his or her utility fee to be incorrect may, subject to the limitations set forth in this article, submit an adjustment request to the director.

(2) Adjustment requests shall be in writing and set forth, in detail, the grounds upon which relief is sought.

(3) Adjustment requests made during the first calendar year that the utility fee is imposed will be reviewed by the director within a two-month period from the date of filing of the adjustment request. Adjustments resulting from such request shall be retroactive to the beginning of billings, but retroactive adjustment shall not exceed one (1) year.

(4) The customer requesting the adjustment may be required, at his or her own cost, to provide supplemental information to the director, including, but not limited to, survey data approved by a registered professional land surveyor (R.P.L.S.) and engineering reports approved by a professional engineer (P.E.). Failure to provide such information may result in the denial of the adjustment request.

(5) Adjustments to the utility fee will be made upon the granting of the adjustment request, in writing, by the director. Denials of adjustment requests shall be made, in writing, by the director.

(b) Upon receipt of the written denial of an adjustment request, the customer who initially requested the adjustment may, within thirty (30) days of receipt of such denial, appeal to the city commission for review of the denial. Such appeal shall not be a de novo appeal but shall be based on the material initially submitted to the director.

(1) The commission shall complete its review within thirty (30) days of receipt of said request for review. The city commission's determination shall be in writing and set forth, in detail, the reason or reasons for its decision.

(2) In reviewing denials of adjustment requests, the city commission shall apply the standards and review criteria contained in this article.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-80. - Capital contributions.

(a) Where the city has constructed or plans to construct stormwater facilities which are proposed to be used by a developer or owner in lieu of a facility usually required to be constructed by the developer or owner, the city may accept a capital contribution from the developer or owner and waive certain construction requirements.

(b) Procedures and standards developed by the city shall define appropriate means by which to optimize the developer's or owner's capital contributions in the construction or refunding of stormwater systems.

These capital contributions shall take the form of fee-in-lieu-of or availability charges. Each situation will be analyzed by the city and a specific written decision will be developed. The application of each is defined as follows:

(1) Fee-in-lieu-of is applied to a site specific negotiated procedure, wherein a development's stormwater contribution (quantity and quality) is assessed its share of the capital needs of the facilities required to serve the development in question. This capital contribution would be used for the construction and refunding of city-owned stormwater facilities. The process does not apply when the stormwater facilities are privately held. Each application is evaluated against the city's master plan, or where the master plan is incomplete, against the cumulative impacts of the development.

(2) Availability charge is administered on a site specific basis identical to the fee-in-lieu-of procedure noted above. The only difference is that the capital investment advanced by the city in implementing a stormwater facility is now recovered through an availability charge. The capital charge is determined on a pro rata share of the capacity used by the new development as measured by the cumulative impact of the development upon all impacted facilities applied to the present worth of the original capital expenditure.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-81. - Program responsibility.

It shall be the duty of the department of public services to administer the stormwater management utility. The department shall keep an accurate record of all persons using the services and facilities of said stormwater management system of the city and to make changes in accordance with the rates and changes established in this article.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-82. - Stormwater management utility trust funds.

There shall be established a stormwater management utility trust fund for the deposit of all fees and charges collected by the stormwater utility. These funds shall be for the exclusive use of the city's stormwater management utility, including but not limited to the following:

(1) Administrative costs associated with the management of the stormwater management utility.

(2) Planning and engineering.

(3) Operation and maintenance of the system.

(4) Funding of pollution abatement devices constructed on stormwater systems discharging to the surface water of the city.

(5) Debt service financing.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-83. - Stormwater utility policy and procedures manual.

The city commission will establish standard policies and procedures for the stormwater utility system by adopting a policy and procedures manual by resolution ("PPM-S" hereafter), which may include, but shall not be limited to, rules and regulations for various stormwater procedures, restrictions and BPMs; extension and connection policies; standard agreements and forms; and, minimum design and construction standards, which are consistent with and/or supplementary to this chapter and other applicable laws, codes and regulations. After adoption by the city commission, the PPM-S may be amended from time to time based upon recommendations by the public services director and approval by the city manager. The PPM-S shall have the same force and effect as a city ordinance.

Ord. No. 2015-03, § 2, 2-17-15)

DIVISION 2. - PROHIBITED DISCHARGE STANDARDS.

Sec. 18-84. - Discharge prohibited to stormwater system.

Any discharge into the stormwater system in violation of any federal, state, county, municipal or other law, rule, regulation or permit is prohibited and unlawful. It is also prohibited and unlawful for any person or facility to deposit any solids or discharge any liquid or gas that is not identified as acceptable stormwater or an identified allowable deposit or discharge directly or indirectly into the stormwater system. Such prohibited deposits and discharges are determined to be contaminants and or pollutants.

(a) Solids: Solids are defined as materials and particulates suspended in or capable of being deposited in and or transported by stormwater. The allowable limits of solids occurring in stormwater are as found in the city's most recent Stormwater National Pollutant Discharge Elimination System (NPDES) permit.

(b) Erosion control/construction sites: No property owner or other person shall allow through purpose or neglect, uncontrolled earthen exposure to deposit soil and related debris into any stormwater system.

(c) Litter/trash/garbage: No person or facility may deposit any litter, trash, or garbage in any manner that will result in the material being transported by or obstructing a stormwater system.

(d) Landscaping materials shall not be deposited in the storm system. All materials related to lawn and landscape maintenance capable of being transported by or obstructing a stormwater system must be controlled by the use of container and cover or compostable bag.

(e) No person or facility shall allow through purpose or neglect the discharge of any volatile or organic solids, liquids, or gas into a stormwater system (i.e., benzene, motor oil, anti-freeze, soaps, chlorine, grease, etc.).

(f) No sewage, industrial waste or other waste materials shall be discharged into the system. Animal feces must be disposed of in an appropriate manner.

(g) Cooling and/or condensing water may only be discharged to the stormwater system if a NPDES permit is obtained from the FDEP.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-85. - Exemptions.

The following activities as defined in chapter 62-624.200, Florida Administrative Code, as amended, shall be exempt from the requirements of this division to the extent that these discharges meet state water quality standards:

(a) Water line flushing;

(b) Landscape irrigation;

(c) Rising ground waters;

(d) Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20));

(e) Uncontaminated pumped ground water;

(f) Discharges from potable water sources;

(g) Irrigation water;

(h) Water from crawl space pumps;

(i) Footing drains;

(j) Lawn watering runoff;

(k) Water from individual residential car washing;

(l) Flows from riparian habitats and wetlands;

(m) Dechlorinated swimming pool discharges;

(n) Residual street wash water; and

(o) Discharges or flows from firefighting activities.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-86. - NPDES permits.

(a) Any person who holds a NPDES permit which provides for an authorized connection and/or authorized discharge to the city's system or regulated waters, shall provide a copy of such permit to the department of public services no later than sixty (60) calendar days after the effective date of this chapter or thirty (30) calendar days after the issuance of said permits.

(b) Authorized discharges to the city's system shall be controlled so that they do not impair the operation of the city's system or contribute to the failure of the city's system to meet any applicable local, state, or federal law or regulation.

(c) Authorized discharges to regulated waters shall be controlled so that they do not adversely impact the quality or beneficial uses of those waters or result in violation of any applicable local, state, or federal law or regulation.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-87. - Inspections.

(a) An authorized official shall be permitted to enter any building, structure, or property for the purpose of inspecting facilities or activities discharging or suspected of discharging to the system or regulated waters in order to enforce this division and to investigate potential violations of this division. All structures and processes that allow, contribute, or are exposed to stormwater discharges, and all records concerning them, shall be made accessible or available to authorized official for monitoring the quality of existing or potential stormwater discharges. Consent to such access shall be obtained from a person of suitable age and discretion therein or in control thereof. If such consent is refused, the city may seek enforcement pursuant to law.

(b) Any authorized official may install and maintain such devices as are necessary to conduct sampling or monitoring of discharges to the separate storm sewer system. During any inspections made to enforce the provisions of this division, or regulations or permits issued under this article, any authorized official may take any samples deemed necessary.

(c) The director may require any person engaging in any activity or owning any property, building or facility (including, but not limited to, a site of industrial activity) to undertake reasonable monitoring of any discharge(s) to the stormwater system and to furnish periodic reports.

(d) As part of the NPDES program, FDEP officials may also, at any given time, request permission to inspect any site or facility for NPDES compliance.

(e) The city may charge the applicable owner or person a reasonable fee for the cost of on-site inspection or re-inspection of stormwater, erosion, and sediment control plans associated BMPs if it is found applicant is in violation. The amount of the fee is established by resolution or ordinance.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-88. - Discharges from commercial, industrial, or construction activities to the stormwater system or regulated waters.

(a) Stormwater from areas of any commercial, industrial, or construction activities shall be controlled, treated, and managed on-site using BMPs so as not to cause an illegal discharge to the city's system or regulated waters.

(b) All erosion, pollutant, and sediment controls required by any applicable local, state, or federal permit, including elements of a stormwater pollution prevention plan required under a NPDES permit and the city's land development regulations, shall be properly implemented, installed, operated, and maintained so as to effectively prevent polluted stormwater discharges.

(c) On-site disposal and temporary storage of construction-related materials and wastes at construction sites such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste shall be controlled through effective implementation of BMPs so as to effectively prevent mixing with stormwater, which may result in polluted stormwater discharges.

(d) Authorized discharges to the city's system shall be controlled so that they do not impair the operation of the city's system or contribute to the failure of the city's system to meet any applicable local, state, or federal law or regulation.

(e) Authorized discharges to regulated waters shall be controlled so that they do not adversely impact the quality or beneficial uses of those waters or result in violation of any applicable local, state, or federal law or regulation.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-89. - Control of pollutant contributions from interconnected systems and privately-owned stormwater facilities.

Stormwater flows from interconnected stormwater systems and privately-owned stormwater facilities shall be controlled so that they do not impair the operation of or contribute to the failure of the receiving stormwater system and privately-owned stormwater facilities to meet any applicable local, state, or federal law or regulation. Owners of an interconnected stormwater system and privately-owned stormwater facilities shall be responsible for the quality within their portion of the system and shall coordinate with the owners of the downstream (receiving) interconnected stormwater system.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-90. - Reporting and correction of illegal connections and illegal discharges.

(a) Persons responsible for and/or currently operating known illegal connections or illegal discharges shall immediately initiate procedures to cease discharging and provide suitable containment facilities. Such procedures shall include a schedule for implementing proposed corrective measures that must be approved by the director or the director's designee.

(b) The construction, use, maintenance, or continued existence of illegal connections to the city's system is prohibited. This prohibition includes illegal connections made prior to the effective date of this section, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. Immediately upon discovery, persons currently operating an illegal connection shall initiate procedures to cease discharging, remove said illegal connection, and proceed in cleanup of any discharge.

(c) As soon as a person responsible for and/or currently operating a commercial, industrial, or construction activity obtains information of a suspected and/or potential illegal discharge or illegal connection to the system or regulated waters from said activity, then all necessary actions shall be taken to locate the illegal discharge or illegal connection and, upon discovery, immediately initiate procedures to prevent and/or cease the illegal discharge and/or remove the illegal connection. Further, a schedule for implementing additional proposed corrective measures including authorized containment and cleanup of any discharge shall be submitted in writing to the public services department for approval prior to implementation. In the event of a discharge of a hazardous material said person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911).

(d) The city may require, by written notice, that any owner and/or person engaged in any activity or owning or operating any facility that may cause or contribute to illegal connections or illegal discharges to the city's system or regulated waters to undertake at said owner's and/or person's expense such monitoring and analysis and furnish such reports to the city as deemed necessary to determine compliance with this section.

(e) All owners and/or persons in violation of this division shall address such violations immediately. Violations shall be addressed as set forth in this division by providing a written response to the public services department, outlining the temporary and permanent measures that have or will be taken to correct the violation and a proposed schedule for completion of each of the corrective measures. Corrective actions are subject to the approval of the director.

(f) Persons responsible for a discharge which adversely impacts the system or a regulated water shall be liable for all sampling and analytical costs incurred in monitoring the discharge; any city, county, state or federal fines imposed as a result of the discharge; and the cost of removing or properly treating the discharge for complete restoration of the quality the system and/or regulated waters.

(g) If the owner and/or person responsible for a violation fail to take corrective action approved by the director, the city has the right to take remedial action as provided in this article. In addition to such remedies, the owner and/or person responsible for the illegal discharge or illegal connection shall reimburse all costs incurred by the city in taking such actions and satisfy all liens imposed for the remedial action.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-91. - Enforcement and penalties.

(a) This article may be enforced by any method prescribed by law, including injunctive relief and the provisions of F.S. Ch. 162, Florida Statutes. The director may issue an administrative order to any person to immediately cease any activity in violation of this article, any applicable law, regulation or permit.

(b) If the owner fails to remedy the violation within the time allotted causing the city to perform or cause to be performed the work necessary to remedy the violation, the city shall bill the owner the city's cost of bringing the real property into compliance. The aforesaid costs shall include all costs to the city, including direct salary, salary overhead (fringe benefits), inspection costs, administration costs, billing costs and penalties. If the owner fails to pay this bill within thirty (30) days of mailing of said bill, the city shall then assess the total amount of costs against the real property improved. Said assessment shall constitute a lien as any special assessment on the property and shall bear the maximum interest rate as permitted by law. In the event that such lien is not paid, the city may enforce and collect such lien as the collection and enforcement of any special improvement liens as provided by this Code or the laws of Florida.

(c) If a violation of this article is continued, each day of such violation shall constitute a separate offense.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-92. - Construction sites and construction activities.

Construction sites and operations shall be required to maintain during and after all construction, development, excavation and/or alteration operations, structural and non-structural BMPs with the intent to reduce pollutants and sediment in stormwater runoff.

(a) Construction and operations site plans and permits shall be required and reviewed by the city prior to the initiation of construction operations. Site plans shall include descriptions of structures, procedures, and or control measures designed to reduce and control sediment and pollutant loading either directly or indirectly to stormwater runoff.

(b) Construction or construction operations over any existing or planned stormwater management system or any such operations causing interference with any stormwater management system shall not be permitted.

(c) A schedule of inspections for monitoring shall be developed to be carried out during and after the construction and operation phases as conditions to the permit to determine and verify compliance with this section.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-93. - Industrial sites and industrial activities.

Industrial sites and industrial activities determined by the city to contribute pollutant loadings to stormwater and/or the system shall be inspected and monitored by the city in order to verify compliance with this section.

(a) It shall be unlawful to deposit, spill, dump, or introduce any significant material or pollutants that may contribute contamination to any surface area, stormwater, system, and/or stormwater runoff. It shall be unlawful to deposit, spill, dump or introduce:

(1) Substances that settle to form sludge deposits.

(2) Floatable or suspended substances such as debris, oil, scum, and other materials.

(3) Any significant substance, petroleum product, infectious matter, toxic or hazardous substance or hazardous material onto surface areas or to stormwater management systems.

(4) Industrial wastewater, domestic, cooling or any other wastewater into any area designated to carry stormwater without prior city approval.

(b) Any site and or activity identified as contributing any significant material and or pollutants shall be required:

(1) To develop and initiate structural systems and or non-structural management practices designed to reduce and control the contribution or pollutants to stormwater, surface areas and/or to the system.

(2) To be inspected and monitored by the city in order to verify compliance with this section.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-94. - Site runoff control.

Operations of any dump site shall be conducted to provide for collection, control and treatment of surface runoff and verification that no significant pollutant contribution to receiving waters shall occur upon discharge of said runoff.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec 18-95. - Alterations or obstructions to stormwater management.

Alterations or obstructions to any stormwater management system, including pump stations, sewer lines, structural controls, catch basins, culverts, wetlands or swales shall be prohibited without prior written approval of the city.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-96. - Herbicide, pesticide, fertilizer applications.

Companies involved in the application of herbicides, pesticides, fertilizers, or any regulated material shall be required to adhere to the city's fertilizer friendly use regulations ordinance with the intent of minimizing or preventing over application and spills and develop plans for spill response and spill control of said materials.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-97. - Storage tanks.

The discharge of hazardous and or significant materials from storage tank facilities to ground or surface waters, to surface areas, to ground waters during remediation activities, to stormwater runoff, and/or to any stormwater systems shall be prohibited.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-98. - Backwash disposal.

The disposal of filter backwash water to stormwater management systems shall be prohibited. Disposal of backwash shall provide for separation before final disposal to:

(a) Irrigation of pervious surface areas where sufficient pervious area exists, remote from water supply wells, disposal systems, pits, and septic tanks.

(b) disposal deep injection well.

(c) Sanitary sewers after prior written approval by the city.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-99. - Litter, littering material.

The accumulation, placing, sweeping, scattering, throwing, or dumping of litter, or littering material such as dead plants, yard clippings, stagnant water, rubbish, debris, trash, including any wrecked derelict or partially dismantled motor vehicle, trailer, boats, machinery, appliances, furniture or similar article, or any unsanitary, hazardous or significant material upon any surface area, stormwater system or water body within the city is hereby prohibited.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-100. - Stormwater interagency agreements and stormwater programs.

The city is authorized to develop interagency agreements and mutually compatible programs with the South Florida Water Management District, Florida Department of Transportation, all other local governmental agencies, and all private agencies; with the intent to control the contribution of pollutants within inter-system stormwater management system linkages; in order to develop mutually compatible stormwater management programs and systems; and, to develop and enforce stormwater management, inspections, and monitoring programs.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-101. - Determination of compliance or non-compliance.

The city shall be granted the authority to determine the compliance or non-compliance with this article based on investigation, surveillance, monitoring, sampling, testing, and or sound engineering and operational evaluations; and, as required in any applicable violation hearing or process.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-102. - Effluent standards and water quality criteria.

The city adopts the criteria set forth in section 62-302, Florida Administrative Code, "Surface Water Quality Standards", as amended from time to time, as the minimum surface water criteria and effluent standards for discharges to surface water.

(Ord. No. 2015-03, § 2, 2-17-15)

Sec. 18-103. - On site drainage.

Prior to the issuance of a building permit for construction on property, a site drainage plan and drainage computations shall be submitted for approval by the director or designee. The drainage plan must indicate facilities which will totally contain on-site a three-year one-hour storm event and such facilities must be constructed prior to final inspection by the city.

(Ord. No. 2015-03, § 2, 2-17-15)

REFUSE AND RECYCLING DIVISION

The Refuse Division oversees: Refuse Office Administration, Residential Services, Commercial Services, Recycling Division and Roll off Dumpster Services.

Refuse Division

The Refuse Division mission is to work to provide exceptional refuse service for the residential and commercial customers of Lake Worth City. The Refuse Division is committed to working with the residents, businesses and all city departments in an effort to keep and enhance the beauty of the community.

Office Administration

The Refuse administration is responsible for all supervisory and administrative duties in the refuse division. Administration creates weekly schedules, establishes routes, inspects equipment, schedules equipment maintenance, and handles customer inquiries.

Residential Services

The residential services Division is responsible for providing timely and safe household refuse collection, at the curbside, form residences and small businesses twice a week. Automated and semi-automated loading vehicles are used to collect refuse from customers for a fee.

Commercial Services

The Commercial Services Division is responsible for providing the collection of commercial bins, compactors and roll-off containers to customers who must, by City Ordinance; use commercial container service (dumpsters) to dispose of their refuse. Customers are primarily businesses and multi-family residential complexes. Both front-end and semi-automated vehicles, specially designed to pick up bins and compactors containers, are used to provide this service. The City currently provides collection service from one day a week to six days a week, depending on volume.

Recycling Services

The Recycling is responsible for implementing, monitoring and administering the Department's comprehensive recycling program. This included curbside and multi- family recycling, yard waste recycling, office paper and commercial recycling programs. The cities recycle tracking program will be up and running in fiscal year 2012, residents will enjoy rebates from this unique program.

Roll-off Services

This is a service provided solely by the City of Lake Worth Refuse Division. Roll-off containers are primarily for larger sized jobs and require large roll-off containers at competitive pricing. The division will continue to educate citizens on the proper usage of roll-off containers. Pricing for roll-off services can be located in the City's Schedule of Fees and Charges for Services.

Solid Waste Equipment Operator Safety Training Process

A strong safety program is key to the City of Lake Worth's success. The Department has made it a priority to prevent accidents and be more safety conscious during day-to-day operations.

The Refuse and Recycling Division uses a comprehensive hiring and training process to ensure that all Solid Waste Equipment Operators (SWEO) follow the established guidelines for driving and collection of refuse and recycling for the City of Lake Worth.

This safety training program gives each SWEO the knowledge to safely drive and operate solid waste equipment. As part of the Public Services Department safety training program, the Refuse and Recycling Division prides itself in obtaining high customer satisfaction ratings while driving and operating in a safe manner on city streets. This safety training program consists of the following six elements:

The Hiring Process

Hiring is a four-step process. It starts with the review of applications by a Human Resources Analyst who reviews all of the applications for minimum qualifying *application standards* set by the Public Services Department. For example, an important requirement for applicants is to have an adequate amount of heavy equipment driving experience.

If an applicant is qualified at the application stage then they will be invited to participate in a *driving skills assessment* test, which requires them to safely and effectively maneuver an obstacle course in a garbage truck while being timed.

If the applicant successfully maneuvers through the obstacle course without hitting too many obstacles, they will be invited to participate in the *interview process* where they will be interviewed by a panel of four supervisory staff from within and outside the solid waste field.

The final criteria before being selected to become a SWEO for the City of Lake Worth is for the applicant to take and score high enough on a *personnel selection inventory (PSI)* assessment, which is administered manually or electronically by solid waste staff, which is helpful in identifying customer service and safety-oriented employees.

Field Training

The first step in the field training is to assign the new SWEO to an authorized training SWEO. The authorized SWEO is one who has been authorized to train after undergoing "train the trainer" training in how to properly train the new SWEO. A new SWEO will generally train with his peer (training SWEO) for two to three weeks on the operation of equipment and route collection. The trainer and trainee will sign off on a training log, which tracks the new SWEO's progress. After the new SWEO reaches the point where they have progressed to completing 80 percent of the route, then his new Foreman and Division Supervisor will sign off that the SWEO is ready to go out on a route alone.

The second step in field training is to assign the new SWEO to a training route after being signed off by trainer and management staff. The SWEO is on probation for the first ninety days and is evaluated on performance at the six-month period. This evaluation period is most crucial to properly evaluate the new SWEO's progress and offer them whatever assistance is needed in order to improve. The Foreman and Division Supervisor review the new SWEO's evaluation closely before signing off on their six-month evaluation.

Refresher Training (Tailgate Meetings)

Training for all SWEOs is an ongoing process in which they get weekly "tailgate meeting" training on the division's safety program. The Human Resources Department also has a Risk Manager with dedicated Safety Experts who provide training when requested. In addition, the division has a safety committee, which meets quarterly to discuss employee safety concerns.

Post-Accident Training—Accident Reduction Training (ART)

Performance Standards and Accountability

City of Lake Worth SWEOs are held to strict performance standards and safety is a prime concern. SWEOs are rated on their performance standards yearly as part of their annual performance evaluation. SWEOs are held accountable for any reported garbage misses on their routes, garbage spills, staff complaints and fluid spills.

In addition, SWEOs are held accountable for any chargeable or preventable accidents. A strong safety program is key to the department's success in preventing accidents and the Public Services Department has made it a priority to assist SWEOs to prevent accidents and be more safety conscious during day-to-day operations. Industrial accidents have also been of concern to the City of Lake Worth and by providing personal protection equipment to staff, injury accidents have also decreased.

Finally, no safety program would be successful if not for the constant follow-up and reminders that SWEOs are given daily to make they are conducting proper pre and post trip inspections. The City of Lake Worth pre- and post-trip program consists of random pre-trip inspections, which occur weekly as well as quarterly random safety inspections of safety equipment. In addition, pre-trip testing occurs at the time of each SWEO's yearly performance evaluation. The inspection forms are available in "Section V. Fleet Maintenance".

Finally, no safety program would be successful if not for the constant follow-up and reminders that SWEOs are given daily to make they are conducting proper pre and post trip inspections. The City of Lake Worth pre- and post-trip program consists of random pre-trip inspections, which occur weekly as well as quarterly random safety inspections of safety equipment. In addition, pre-trip testing occurs at the time of each SWEO's yearly performance evaluation. The inspection forms are available in "Section V. Fleet Maintenance".

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Transfer Station Rules

Operators must become familiar with all Transfer Station rules and adhere to them. Operators and Refuse personnel must maintain themselves in a professional manner at all times as they are representing the City of Lake Worth.

Operator Responsibilities

1. No employee of this city shall remove or cause to be removed or disposed of, for the employee's individual Use or benefit, article or material placed curbside for collection and disposal, including the contents of any bag, Receptacle, tank or container used for the collection and disposal of solid waste.
2. Employees shall maintain a professional appearance at all times. Uniforms to be clean and name tags to be visible and affixed to the shirt pocket.
3. City Human Resources policies to be followed at all times.
4. Operators shall maintain safe operating practices and ensure all safety devices on the equipment are in sound working condition. Daily safety inspections are required on the forms provided by the Division supervisor.
5. Operators shall maintain the equipment in a neat, clean and orderly manner performing the proper maintenance duties before and after every collection period.

Refuse and Recycling – Code

See City of Lake Worth Municipal code – Chapter 12 Health and Sanitation

Refuse and Roll-off Fees

See the City of Lake Worth Schedule of Fees and Charges for Services

GROUNDS AND CEMETERY DIVISION

Landscape maintenance at city owned buildings

The Grounds Maintenance Division is responsible for all landscape maintenance at city owned buildings such as City Hall, City Hall Annex, Library, Shuffle Board Building, Osborne community Center, Community Development Corp. Building, Utilities Administration-Warehouse, Streets/Storm Water-Refuse building, Safety Complex, Fire Station# 2 and the Public Services Administration Building. The Maintenance at these locations includes all lawn, tree, and shrub maintenance including mowing (contracted), blowing, trimming, chemical weed control, and trash and debris removal.

Landscape and janitorial maintenance at all parks

This Division is also responsible for the landscape and janitorial maintenance at all parks; Howard Park, South Palm Park, Bryant Park North and South, Constitution-Blue star, Sunset Ridge Park, Spillway park, Barton Park/ Beach, Triangle park, Old bridge Park, Cultural Plaza and athletic field common areas including North-West Base Ball Field, Sunset Ridge Soccer Field, Memorial Park Football/Soccer Field. The maintenance in these areas include all mowing(contracted), blowing, hedge trimming, tree trimming, trash pick-up, empting of trash cans and planting. An integral part of the Grounds Maintenance duties in these areas is janitorial maintenance of the park pavilions and rest rooms utilizing Grounds Keepers, which Includes restocking toiletry items, cleaning toilets/sinks blowing and/or hosing of picnic pavilions.

Maintenance of medians and right of ways

Due to numerous inter-local agreements the Grounds Maintenance Division is tasked with the maintenance of medians and right of ways, many of which are not owned by the city or are out of the city limits. These areas are Interstate I-95 interchanges and right of ways (state), Lake and Lucerne right of ways and tree wells (state), Dixie Highway (state), Federal Highway (state), A-1A median (state), 10th Ave North (city/CRA), 6th Ave South (County/CRA), Boutwell Rd(county) South Palm Way Blvd (city), and Wing Field Street (city). Lake Worth Road Round-About and medians which are owned by the state and a portion of them are outside of the city limits. The current inter-local agreements require the city to assume all maintenance in these area including tree and hedge trimming, mowing, chemical weed control, trash pick-up, garbage can emptying and maintenance of irrigation systems.

Mowing of vacant lots

The Ground Maintenance Division also manages the contract for the mowing of vacant lots and foreclosed properties that are owned by the city. This includes mowing, trash pickup, and the reporting of unsafe conditions such as unsecured areas of entry and possible squatters.

Unpaved rights of ways and streets

The division also maintains the vegetation in unpaved rights of ways and streets which including periodic mowing, invasive vegetation removal, and trash pickup.

Maintain closed landfills

In accordance the Federal Environmental protection Agency requirements the Grounds Maintenance Division manages the contract to maintain two (2) closed landfills. The maintenance in these areas includes mowing (contracted), weed control, tree trimming, fence/gate repair, and clearing of methane pits and testing wells (in-house).

Special event services

This Division also provides set up assistance and clean up and custodial services for all City sponsored/co-sponsored events organized by the Greater lake Worth Chamber of Commerce including the City Holiday Parade, Street Painting Festival, Reggae Fest, Tropic Fest (fourth of July), Hispanic Fest, and the Tropical Triathlon. This Division also provides clean and custodial services at all other events that are held in city parks and properties. All of the events impact the Division's overtime and operating budgets

Downtown and supplemental watering

The division also uses a water truck to water all the trees and pots in the Lake and Lucerne corridor, newly planted trees and shrubs and in other areas that do not have an automatic irrigation system which is vital to the survival and vigor of the plants.

Tree Board Support

The Grounds Maintenance Division supports the Lake Worth City Tree Board by assisting with the Annual Festival of Trees, the Annual Shade Tree Give-Away, maintaining the Tree Board's City web page, posting notices, agendas and minutes to the web page.

Cemetery Operations

The City of Lake Worth owns two active cemeteries; Pine Crest and I.A. Banks. Grounds division is responsible for the maintenance and administration of these cemeteries. The main responsibilities are providing year round burial and cremation services for residents and non-residents.

The cemetery employees prepare grave sites for burials and the internment of cremated remains including digging graves, preparing site for services by placing casket lowering device, artificial turf, and erecting tents and dismantling the same after the service. Employees assist visitors in finding graves, coordinating with funeral homes, showing lots for sale, answering questions in person and over the phone, and work with the City Clerk's Office to maintain accurate records of burials.

The cemetery workers also perform landscape maintenance of 18.75 acres including all tree/ shrub trimming. The mowing, edging and weed whacking around 7,913 headstones is currently being performed by contractors. The City is responsible for perpetual maintenance of the cemetery grounds including all landscape maintenance, maintenance of roads and walk ways, and records.

Cemetery plots may be purchased in accordance with the City's Schedule of Fees and Charges for Services through the office of the City Clerk.

The Grounds and Cemetery Divisions are responsible for the grounds maintenance at the following locations:

- Bryant Park (18.8 acres)
- Howard Park (8 acres)
- I.A. Banks Cemetery (1.4 acres)
- Wimbley Gymnasium (1 acre)
- Sunset Ridge Park (5.6 acres)
- Spillway Park (2.7 acres)
- Federal Hwy sites (13th Ave North and Fed, Blue Star and Constitution Park) (0.5 acres)
- Wellesley and Notre Dame Drive (0.25 acres)
- City Hall (1.2 acres)
- Cultural Plaza (1.2 acres)
- Dixie Hwy Medians (Unknown 0.25 acres?)
- J Street Parking Lot (0.3 acres)
- Triangle Park (1.1 acres)
- Public Safety Complex (0.7 acres)
- Fire Station # 2 (1.2 acres)
- Shuffleboard Courts (0.9 acres)
- Lake Worth Beach Casino Project / Barton Park (4.7 acres)
- South Palmway Medians (3.5 acres)
- South Palm Park and 2 adjacent lots (2.5 acres)
- Old Bridge Park / Causeway (1 acre)
- A-1-A Medians and ROW on SW corner of A-1-A and bridge (Unknown 0.25 acres?)
- 1900 2nd Ave North (Unknown)
- 1880 2nd Ave North (Unknown)
- Boutwell Road between Lake Worth Road and 2nd Ave North (Unknown)
- 2nd Ave North ROW between Boutwell and Keller Canal
- Green Belt (1.2 acres)
- 6th Ave South entrance sign (Unknown)
- 10th Ave North entrance sign (Unknown)
- 12th Ave South entrance sign (Unknown)
- “A” Street and Lake Worth Road Round-A-Bout (Unknown)
- Public Works Facility (Unknown)
- Memorial Park (Unknown)
- Redding Road / ROW on west side of South Landfill by Barton Elementary
- Lavue ROW (Unknown)
- 17th Ave North Natural area west of “A” Street (Unknown)
- North “H” Street Passive Park (1 Lot)
- South “F” Street Passive Park (1 lot)
- Substation at 12th Ave South and Tropical Drive
- Substation at 6th Ave South and “G” Street
- 1500 Lake Osborne Drive (2 acres)

- North West Ball Fields (27.5 acres)
- Library
- “L” Street Parking lot between Lake Ave and Lucerne Ave.
- Lake Worth Road Medians from “A” Street to Keller Canal
- 6th Ave South Medians from “A” Street to Dixie Hwy
- 10th Ave North Medians from “A” Street to Dixie Hwy
- South Landfill (60 acres)
- “K” Street Parking Lots (2) Downtown south of Lake Ave
- Pinecrest Cemetery (17.2 acres)
- Wingfield Road Median
- All Vacant Lots owned by the City (Around 25 at present)
    - All properties owned by The City of Lake Worth such as:
    - Unimproved Roads and ROW’s owned by the City (All over the place)
    - Retention area between 2nd and 3rd Ave North just east of I-95 (2 acres?)
    - Bradford Lane west of “A” Street

This is a list of the areas that are maintained by Grounds. Additional properties are added or removed as they are acquired, sold, or leased.

Specific duties of the Grounds Maintenance Division are as follows:

- All grass mowing, string trimming, edging and blowing off of sidewalks and roadways.
- All pruning and trimming of hedges, shrubs, and ground covers.
- All trimming of trees and palms.
- All mulching of plant beds and trees.
- All weed control and spraying of herbicides and insecticides.
- All irrigation responsibilities including :
    - Programming of all time clocks
    - Preventative maintenance and checking of all systems which includes
        - Checking the time clock
        - Checking for operation of each valve and solenoid (1 per zone)
        - Checking for good operation of all sprinkler heads on each zone (5 – 80 heads/zone)
    - Repairs to the irrigation system when failures happen.
- All janitorial and custodial work at the City Parks, Restrooms, and Pavilions which includes:
    - Opening and Closing of all Parks and Restrooms every day of the year.
    - Cleaning of all sinks, toilets, floors, walls at restroom facilities.
    - Daily restocking of toiletry supplies.
    - Washing and cleaning of pavilions and picnic table areas.
    - Emptying of all garbage cans throughout the park and restroom areas.
    - Picking up of all trash.
    - Picking up all vegetative debris (Ex. Palm fronds, tree branches, etc…)
    - Emptying of all Pet Waste Stations
- Fence repair and removal
- Removal of dead animals from City owned properties, streets and ROW's.
- Removal of all alley way and ROW trash and illegal dumping.
- All dumping of garbage cans located on Lake Ave, Lucerne Ave, Dixie Hwy, 10th Ave North and 6th Ave South.
- Watering of all downtown planters with water truck.
- In charge of hurricane board up's for the following locations:
    - 1724 12th Ave South (Grounds / Cemetery Building)
    - Osborne Center / Head Start Building
    - Public Safety Complex
- String trimming the over 7,500 headstones at Pinecrest Cemetery.
- All Funeral service and grave preparations at Pinecrest and I.A. Banks Cemetery.
- Assisting families with finding grave locations and genealogical information.
- Clean – Up at all Festivals and Special Events.

FLEET MAINTENANCE

INTRODUCTION

Background

The Fleet Maintenance Division of Public Services, is an internally service funded organization established to provide a professional fleet management program in support of the missions of City's departments. Transportation must meet the individual needs of each City department in vehicle procurement, assignment and maintenance turn-around. Transportation must have the flexibility to respond to changes in user requirements swiftly and positively.

General

All City vehicles acquired by the City and maintained by the Fleet Maintenance Division are recommended for maintenance and replacement in accordance with this Manual and all departments are responsible for complying with the guidelines / procedures contained herein. The guidelines for vehicles considered for replacement are based on vehicles meeting predetermined age and/or mileage criteria, which are outlined in this Manual.

Additional consideration will also be given to functionality, safety, and overall condition of the fleet.

Priority will be given to those departments whose services relate to public health, safety and utility services. As vehicles reach the targeted miles or age of replacement criteria, a vehicle maintenance evaluation will be performed. Vehicle costs per mile relative to averages for the vehicle class will be analyzed to determine if the vehicle would be economical to retain for an additional year or targeted for disposal. In some cases, it may be re-assigned to other departments with "low usage" requirements or assigned to the motor pool.

The Division Supervisor and department will jointly review and approve all specifications for new purchases of City vehicles and motorized equipment. Recommendations will be provided to the Board in an attempt to avoid a common problem in the industry known as a "fleet creep", which describes a situation where both the overall size of the fleet- and the size/expense of the units within the fleet – increases over time.

Mission

Fleet management's mission is to provide and maintain the most appropriate, safe and reliable vehicles, allowing departments to better serve the community.

Goals

Under these guidelines, the annual outlay for fleet replacement is being addressed in a consistent and predictable manner. This is much less disruptive to the annual budget preparation process than in previous years when the outlay for fleet replacements would rise and fall dramatically from year to year.

Implementing the policies and procedures allows the Division to gradually reduce the average age of the City fleet, thereby reducing maintenance down time and increasing the productivity of those operations that are heavily and appearance of the fleet has also had a positive effect on employee morale, which has led in turn to employee attention to the care of their assigned vehicles.

FLEET RECORDS

Vehicle Identification

Every City vehicle will be identified by a Reference number. This number will be clearly marked on all vehicles and equipment. In addition, most City-maintained vehicles are marked with a City Seal sticker or insignia of the using department or agency, with the exception of unmarked, confidential or vehicles designated for disposal. A Motor Vehicle List shall be maintained, updated, and made available through the Division supervisor and Administration's office.

Registration and Insurance

The City's Finance Department will be responsible for the registration of all City-owned vehicles and for custody of the original titles. The records for all City owned vehicles will kept and filed in the Finance Department.

The Finance Department will register all newly purchased City vehicles, regardless of the department assignment or funding source. The Department of Finance will ensure that all lease payments for approved replacement vehicles are assigned to their individual departmental operating budgets. Fleet Maintenance will cancel registrations on vehicles designated as permanently Out-of-Service and/or deemed ready for disposal.

The City's Risk Management Division will be responsible for insurance documentation and renewals of insurance. A copy of the current Insurance certificate shall be placed in the glove box of all assigned City vehicles by the using Department / Agency. As every department/agency has varying numbers of assigned, spare, fleet and/or pool vehicles, additional copies will need to be made by the participating departments. This process should help expedite and more efficiently distribute the information into the fleet.

It is imperative that the correct insurance information be placed in all fleet vehicles. As vehicles are directed into the shop for scheduled or un-scheduled maintenance, the Fleet Maintenance Division will check to ensure that the current insurance and registration information has been placed in the vehicle.

Licensing and Tags

Fleet Maintenance will assign, transfer, and/or retire all vehicle license tags with the Department of Motor Vehicles. All licensing fees will be absorbed by the Fleet Maintenance Division's operating budget.

Motor Vehicle List

The Fleet Maintenance Division shall maintain a current list of all City-owned vehicles (tagged) and off-road motorized equipment (un-tagged). Prior to October 1 each year, the Transportation Division shall audit the list of all City motor vehicles and off-road motorized equipment owned, leased, or otherwise used by the City denoting the department, office and division to which it is assigned; the vehicle's make, model, engine size, transmission, optional equipment, registration, and the individual(s) assigned to the vehicle, if appropriate, with the exception of confidential vehicles.

The Motor Vehicle List is reviewed annually for all vehicles in excess of ten (10) years old. This listing of vehicles is evaluated by Fleet Maintenance Supervisor and the Risk Manager to determine if insurance levels can be reduced from physical insurance coverage to liability coverage only.

Vehicle Classes

Vehicles and heavy equipment are divided into the following classes for the purposes of administration and charge back:

- Autos and light trucks – includes automobiles, vans, utility vehicles, and trucks less than or equal to one (1) ton.
- Trucks – ½ to 1 ton
- Heavy trucks – includes all tagged trucks over one (1) ton, Class A Road tractors, Class A trash trailers or semi-trailers, and Class B passenger bus vehicles and Class dump trucks.
- Off-road motorized equipment – trailers and other rolling attachments (i.e., brush chippers, pavement rollers).

Non-Vehicle Classes

- Trailers – non-motorized trailers and other rolling attachments (i.e., brush chippers, pavement rollers).
- Other – the acquisition and maintenance of motorcycles, bicycles, golf carts, boats, all-terrain vehicles and other similar means of transportation are not covered under this manual.

VEHICLE CATEGORIES

Dedicated and Assigned Vehicles

Dedicated vehicles and off-road motorized equipment are those assigned to specific department(s) or organization(s) for their exclusive use when required for the regular performance of duties and daily use. When authorized, a Motor Pool (Loaner) Vehicle Form will be completed and returned to the Fleet Maintenance Division. Use of motor pools, whether for individual departments/agencies or consolidated efforts among two or more users, is encouraged to increase vehicle use and improve the efficiency of the fleet.

Non-Dedicated Vehicles

Surplus non-dedicated/spare/loaner vehicles are assigned to the Fleet Maintenance Division and are available to City departments on an as-needed, first come-first served basis. In general, if a vehicle is available and an individual chooses to utilize personal transportation, mileage reimbursement approval shall be determined by the Department Head, unless there is a more cost-effective alternative.

Motor Pool Vehicles

Before acquiring a vehicle for permanent assignment, evaluate the possibility of temporary or shared use of a motor vehicle from a motor pool. Passenger cars, general-duty pickup trucks, cargo vans, passenger vans, and sport utility vehicles are all ideal candidates for pooling, as are specialty trucks and equipment that various work groups can use (for example, a dump truck or tractor backhoe). These latter vehicles are often overlooked as possible pool vehicles, but heavy-duty equipment and special mobile equipment used infrequently by one work group can often be shared with another, thereby saving the organization the expense of two costly vehicles with low utilization.

Take-Home Vehicles Use

The Department Head will have the discretionary authority to assign its dedicated vehicles to department personnel, but authorization of vehicles/equipment for Take-Home Use and determination of who will be allowed to use a Department vehicle on a 24 hour basis shall be decided by the City Manager. The Take Home Vehicle Program provides significant value to enhance emergency response opportunities and the efficient development of essential personnel.

Authorization for the Use of Vehicles / Equipment

In addition to operating during normal working hours, some positions require response to special situations or events outside these hours. The goal of this policy is to aide in the effort to provide critical services during off-duty hours with minimum additional cost. Only those employees who have positions that require the use of vehicles or equipment to carry out their official duties should be authorized to use department vehicles and equipment.

The use of department vehicles on a 24-hour basis is authorized only for those employees who are on-call hours each day and who are routinely required to report back to duty during non-working hours.

Each department shall maintain records of all vehicle assignments including a Vehicle Utilization Log (Appendix I) for each vehicles. Utilization Logs must be forwarded to the Finance Department at the end of each month.

Assignment of Take-Home Vehicles

Only essential, on-call personnel are authorized. This initiative should help reduce mileage and fuel consumption. Take Home Vehicles shall be assigned based on the intended use of the vehicle and the frequency / need for the employee to respond to after-hours and weekend emergencies or work.

Take Home Vehicles may be assigned to City employees who are called out at least 12 times per quarter, or 48 times a year, and have primary responsibility to respond to emergencies. With City Manager approval, Department Heads may assign a Take Home Vehicle for positions that are called out less than these prescribed standards, if the justification demonstrates a critical need that, without having the vehicle readily available, would jeopardize the safety of citizens or City assets.

Under-Utilized Vehicles

The process of evaluating the fleet includes the identification of vehicles that show patterns of low use that could potentially be re-assigned or identified as surplus. The Minimum Utilization Guidelines were adopted as a part of a Vehicle Reduction Program initiated by the Department to remove excess fleet capacity. Assuming 100% utilization equals 20,000 miles or 2,000 hours per 12-month period, any vehicle driven less than 5,000 miles per year shall be classified as “under-utilized” and should not be eligible as a dedicated vehicle.

It is expected that, in very few circumstances, that utilization below the following minimum levels will not warrant a “designated vehicle” status: passenger vehicles and light trucks: 400 miles per month, Medium and heavy duty trucks: 200 miles per month, Motorized equipment: 20 hours per month. Under-utilized vehicles may be returned to the Feet Maintenance Division for re-assignment and /or disposal.

Impact of Vehicle Age on Utilization

The correlation between age (months) and annual use (miles) is obvious and is a condition observed in fleet operations – older vehicles are driven less than newer ones. There is clear relationship between fleet size and the age of an organization's fleet.

Old vehicles are unreliable compared to new ones and are prone to unpredictable breakdowns. Consequently, fleet users who are allocated old vehicles take steps to add additional units to the fleet to provide a pool of backups and spares so they can continue to operate when a front-line vehicle breaks down.

SPARE VEHICLE RECOMMENDATIONS

Overall City-Owned Fleet

In general, industry sets standards for the number of active "spares" that should be available for regular fleets at between 10-15%. The following standards are recognized:

- Solid Waste Transfer Heavy Equipment. The recommended level of spare vehicles in 10%.

Lower Spare Ratios

Lower spare ratios for operations can generally be maintained if the following issues have been addressed:

- Average Age of the Fleet. The ability to regularly replace older vehicles with new vehicles increases the reliability of the fleet and reduces the maintenance effort required.

- Fleet Consistency. The uniformity of the fleet enables maintenance staff to standardize maintenance procedures and reduce parts inventories, which leads to reduced maintenance efforts.

- Maintenance Program. The efficiency and effectiveness of maintenance staff, as well as the relative importance within the organization of maintaining the fleet at a very high level, reduces the need for a large spare ratio. The ability to provide specialized and continuing training to maintenance staff also increases the effectiveness of the maintenance program. Mid-life refurbishment of the fleet also extends the life of vehicles and increases the reliability of the fleet.

ACQUISITION & REPLACEMENT

Overview

To centralize all City fleet vehicle replacement(s) into a single entity and to establish a dedicated, multi-year acquisition and replacement program. On 2015, the initial program recommendations were presented to the Commissioners and included a prioritized needs listing based on utilization, age, compatibility with the rest of the fleet, condition, fuel economy, safety / repair records, serviceability and available funding levels.

As typical programs may run anywhere from four to ten years in length, a vehicle replacement schedule was presented to the Commissioners by the Department of Public Services

Responsibility

Effective XXXXX, the Fleet Maintenance Division was responsible for updating and administering the Commissioners' approved multi-year Fleet Replacement Program (FRP) for both vehicles and equipment. The multi-year program is re-confirmed annually by the Fleet Maintenance Division and a recommended priority replacement listing is provided to the Board for funding consideration.

Guidelines

As a general rule, the Replacement Guidelines are not used as hard and fast *rules* to determine which vehicles and equipment items will be retained in or removed from the fleet. Rather, they are to be used as performance

indicators that trigger reviews between the Division and using Departments. Annual mileage is *not always* a good indicator of the need for a vehicle. Some vehicles are heavily used even though they do not accumulate a lot of miles. Thus, while high mileage rates usually are a good indication that a vehicle is needed and should be retained, the opposite cannot necessarily be said of low mileage rates. *Low mileage* vehicles are not necessarily *low-usage* or *low importance* vehicles. They may or may not be vital to the performance of employees' job duties and agencies' missions. Additional consideration will also be given to functionality, safety and overall condition of the vehicle.

Priority Codes

Priority will be given to those departments whose services relate to public health and safety and code enforcement. As vehicles reach the targeted miles or age of replacement criteria, a vehicle maintenance evaluation will be performed by the Division. Since a large portion of the fleet remains eligible for replacement, that is why the Department provides a prioritized listing each year to ensure the Board replaces the vehicles and equipment that are in the greatest need of replacement with the funding level made available each year.

Replacement funds will be used to replace the vehicles that have the highest replacement priority, as determined by the Division, in order to assure the safety and efficiency of the entire fleet. Departments wishing to upgrade with a more expensive model will require approval from the Board and a separate justification for funding during the budget process. The following Priority Codes have been established by the Division and are utilized to prepare recommendations to the Board during the annual vehicle and equipment replacement evaluation:

PRIORITY CODES

A	=	High Priority Replacement - emergency & critical vehicles
B	=	Medium Priority Replacement
C	=	Low Priority Replacement
DIS	=	Disposal - recommended for or already disposed of
G	=	Grant - vehicles purchased/replaced by Grant funding
NA	=	Non Applicable - special equipment, loaners, spares
OND	=	Ordered/Not Delivered

Recommendations

The Division will ensure that all City vehicles and equipment are essential to performance of departmental missions and will identify those vehicles and equipment that are no longer necessary or not utilized to the fullest extent. The fleet will be analyzed to determine whether or not it would be economical to retain a vehicle for an additional year, should be recommended for disposal, reassigned to a department with "low usage" requirements, or placed in the Fleet Motor Pool. Recommendations for new and disposition of the existing fleet are provided to the Board annually.

Final Approval

Motor vehicle and equipment replacement acquisitions are only permitted for those prioritized by the Division for replacement and approved by the Commissioners. It is the responsibility of the Fleet Maintenance Division to coordinate the purchase, inspection, accept the delivery, license and tag all new vehicles and equipment. New vehicle acquisitions may be authorized by the Board via individual departmental request(s) recommendation by the Division based on an analysis of the overall fleet. The method of funding such as general fund, exempt, guaranteed buy-back lease etc. will be determined by the Finance Department.

Specifications

The Division will establish standard specifications for sedans, light trucks, and other tagged vehicles and off-road motorized equipment to the extent feasible. User departments will be responsible for developing specifications for specialty vehicles, non-standard equipment, and any other deviations from standardized specifications. User departments are required to justify requested changes to standardized specifications. User department are required to justify requested changes to standardized specifications. The user agency will be afforded an opportunity to review the final specifications prior to release for bid.

Age and Mileage

Where the vehicle is expected to meet or exceed the replacement cycle criteria by the end of the fiscal year, or prior to the anticipated replacement date; and/or where the vehicle is determined to be beyond its' useful life. Do not repair a vehicle if its fair market value is less than $500. Due to conversion costs, do not repair a police vehicle for continued police use if its fair market value is less than $2,000.00

Operating, Maintenance and Repair Costs

Where the vehicle would require extensive repairs to enable operation during the succeeding fiscal year. Consider replacing a vehicle that has a history of excessive repairs or excessive operational costs, but has not reached either the mileage or time component of the standard replacement cycle. In addition to the provisions of this Section, the following terms and commentary should be noted:

-- Rebuilding. Vehicles to be rebuilt should be at the end of the minimum normal service life, as previously described, and in need of major structural and / or mechanical rebuilding.

-- Overhauls. Overhauls are usually a part of sound maintenance practices to keep vehicles in a "state of good repair" and in some instances to extend the service life of vehicles and equipment.

-- Downtime. When a vehicle is not available for service, it still has a cost per hour, per diem or per mile. This cost should be indexed and unacceptable variations should be noted.

-- Obsolescence. Is a function of work need. Obsolescence equipment usually does not meet the requirements of the using department. Obsolete equipment renders crews, no matter how skilled, unable to perform their work, or creates a needless higher cost to perform the needed services.

Residual Value

When the parts and labor for maintenance and repair become 30% of the residual value of any one vehicle, the replacement cycle of that vehicle should begin. By the time the replacement actually takes place, the maintenance and repair costs will probably be between 50-100% of the residual value. At 100%, the maintenance and repair costs are exactly what the vehicle is worth. A ratio of over 100% should be avoided to the fullest extent possible. These costs can be either a one-time or an accumulation of all repair costs for that vehicle over the preceding year. For those assets near the end of their useful lives, maintenance costs tend to be significantly increased.

Condition

Based on a thorough review of the vehicle's condition, the vehicle is beyond economical repair (i.e., the estimated body and/or mechanical repairs for passenger and light trucks exceeds 50% of the vehicle's "Blue / Black Book" fair / average market value), the Kelly Blue Book (KBB) is one source that takes into account options, condition, mileage, market conditions and depreciation; and where the vehicle has been involved in an accident and is considered a "total loss" (non-repairable). The total cost of repair shall be no greater than 80% of the vehicle's fair market value.

Utilization

Based on vehicle reduction goals, best practices for managing fleet size and economic costs associated with vehicle operation, the Minimum Utilization Guidelines (excluding specialty vehicles) are utilized to help determine whether or not to justify assigning a full-time dedicated vehicle(s) to a City user(s):

MINIMUM UTILIZATION GUIDELINES

Vehicle Standard-Type	Mileage Standard (yr.)	Minimum Standard
Sedan/Passenger Vehicles	10,000 – 12,000 miles	6,000 miles
Light Trucks/Pick-Ups (<12,500 lbs.)	8,000 –10,000 miles	6,000 miles
Med. Trucks/SUV/Vans (>12, 5000 lbs.)	9,000 – 11,000	5,000 miles
Truck Tractors	10,000 miles or 400 hours	250 hours

Continuing to dedicate such a unit to a user department or agency that does not meet the above guidelines would be a waste of resources that could be much better utilized. In general, vehicles, equipment and tools with under a 60% utilization measured in time/usage/frequency of use should be disposed of. With the exception of specially equipped vehicles, industry standards as low as 4,800 miles per year (for passenger and light duty trucks) and 2,400 miles per year (for heavy duty trucks) have been suggested by the National Association of Fleet Administrators.

Utilization standards may vary by department and can be determined by calculating the departmental average (miles/year) for each class of vehicle and reviewing all vehicles as a whole, plus individual vehicles where utilization falls below the departmental average. During the evaluation process of seemingly under-utilized vehicles, it is critical to develop information on their use and importance to a Department or Agency that simply cannot be reflected in a single metric such as a weekly, monthly, or annual mileage. Low-mileage vehicles are not necessarily low-usage or low importance vehicles.

Impact of Fleet Age and Mileage on Annual Costs

In order to determine the average age of the fleet, specialty equipment, low usage equipment, spare vehicles, loaners, etc., should be removed from the calculation in order to obtain a more accurate estimate of programmatic needs of the "Eligible Fleet". *Depending on the age of the fleet, another option could be to reduce the average age of the "eligible" fleet (vehicles and equipment) by at least one (1) year, each year, until the current replacement policy is met.*

Green Fleet Initiatives

All vehicle procurement specifications will be reviewed and modified as necessary to ensure that the specifications are written in a manner flexible enough to allow the purchase or lease of alternatively fueled *(AFV)* or electric drive-train vehicles. *The Division will identify vehicles that can be reasonably replaced with more sustainable, higher miles per gallon (30-35 mpg), lower or zero-emission (ZEV), alternative fueled, flex-fueled (E85), and more efficient types of vehicles. In addition to establishing motor pools, the following Green Fleet initiatives should be considered in the replacement,* purchase of new and / or leasing of vehicles:

Fuel Economy

It is important for fleet managers who provide on-site fueling services, automatic fuel dispensing systems and other fueling services to be familiar of several performance measures:

Measure	Indicates
Average fuel consumption (miles per gallon) by vehicle and by class	Energy efficient of the fleet
and by class	Fuel efficiency
Fuel cost per mile	Efficiency of fueling services for comparison
Fully burdened rate per gallon of fuel	Inventory efficiency turnover ration
Month-end inventory in dollars and gallons	Compliance Green Fleet initiatives petroleum-based
Percentage of alternative fuel versus fuels	

Right-Sizing

Where practical, larger vehicles should be downsized based upon vehicle usage and job responsibilities.

Alternative Fuels

Replacement of a vehicle with an alternate fuel model will be done whenever feasible, particularly medium and heavy duty vehicles. Examples of other solution include the possible use of: bio-fuels – ethanol, bio-diesel; natural gas – compressed (CNG) and liquefied (LNG) or even blended with hydrogen; electric technology; propane converted from standard gasoline vehicles; shared vehicles and satellite motor pools; hybrids – diesel and gasoline electric, hydraulic; PHEV) Plug in Hybrids) – gasoline and diesel electric; stacked technology – hybrids on bio-fuels and PHEVs on bio-fuels. Use of Ultra low Sulfur Diesel (ULSD) can reduce emissions up to 10 percent.

Hybrids

The Fleet Maintenance Division currently has two hybrid vehicles in the fleet which are used as a pool car and a high use car. The Hybrids are utilized for out of town trips and in general as a fuel efficient and preferred vehicle for the City. The City has a positive experience with these vehicles and will further integrate these into the fleet upon the replacement schedule.

Minimum Vehicle Miles Traveled (VMT)

For vehicles that operate on fixed routes, such as maintenance routes and meter reading routes, route optimization should be employed. In general, all routes should be planned to optimize the route and trips chained together to reduce required travel time and distance. Supervisors should:

-- Encourage meetings at centralized locations to reduce necessary travel;

-- Encourage and enable alternate meeting methods, such as conference calls, to reduce the number of necessary trips;

-- Vehicles shall not be left idling unless a running engine is necessary to protect public safety, to prevent harm to contents of the vehicle, run auxiliary equipment in performance of a job, or to maintain health of occupants while performing duties. Vehicles are not to be left idling for extended periods; and

-- Where applicable and/or appropriate, suggest employees use alternative modes of transportation, such as buses, light rail, carpools, vans, or bicycles.

Idling Reduction

Increased awareness and promotion of idling reduction guidelines to improve local air quality, increase fuel efficiency, reduce engine "wear and tear", save maintenance expenses and help lower green house gas emissions is recommended. Studies have shown that idling of vehicles consumes approximately 17% of the fuel that a vehicle has on board, which equates to between 0.6 gallons per hour for an averaged sized gasoline engine and 0.8 gallons per hour for an idling diesel truck engine. For trucks, idling engines operate at 3-11 % efficiency, compared to 40% efficiency while driving. Installing diesel-fired heaters in trucks to warm coolant, engine block and hydraulic reservoirs before shift-start can also eliminate early-morning idling.

Guidelines generally establish maximum idling times (ie.5-30 minute duration) for different vehicle and equipment types, seasonal variations, and exemptions for transit and emergency operations as follows:

-- The driver of a City vehicle (tagged) should:

- Turn off the engine and remove keys from the ignition upon reaching a destination; and
- Not allow an engine to idle at any location for more than five minutes during any one-hour period.

-- The driver of an off-road piece of equipment (un-tagged) should:

- Turn off the engine and remove keys from the ignition when the attendant is on breaks or at lunch; and
- Not allow an engine to idle at any location for more than five minutes during any one-hour period.
- Idling should not be permitted solely for the comfort of the driver or passenger(s).

Retread Tires

The Fleet Maintenance Division is active in the re-treading of tires and practices this process regularly. It is estimated that for each re-treaded tire purchased, that approximately 15 gallons of crude oil could be saved, compared to the oil required to manufacture a new tire.

Environmentally Preferable Purchasing (EPP)

The use of environmentally friendly products is highly encouraged as is supporting the City's recycling program by buying recycled products. The EPA has several publications that recommend recycled content levels to assure environmentally preferable purchasing is achieved. At a minimum, the Fleet Maintenance Division will make an effort to purchase re-fined lubricating oils, retread tires, tires containing post-consumer recovered rubber and bio-based products, wherever they are reasonably available and meet vehicle manufacturer specifications.

FUELING

Fueling Facilities

The Fleet Maintenance Division is responsible for controlling access to the City operated fueling facility and to ensure compliance with Federal and State regulations pertaining to fuel dispensing, automation and expansion of fuel depots. All City-owned vehicles should be fueled at City facilities unless traveling out of the City. All City vehicles should be fueled using regular unleaded gasoline, diesel, or other alternative-fuels as are recommended by the vehicle manufacturer. Special fuel key fobs are obtained only through the Fleet Maintenance Division through authorized personnel only.

Non-City Facility Fueling

If a vehicle is traveling outside the City and fueled at a non-City owned fueling facility, the operator must obtain a receipt showing the fuel type and gallons purchased, and file a copy with their respective department within 48 hours of return to the City. Copies of fuel purchases will be requested by the Finance Department.

Fuel Procurement

The Fleet Maintenance Division, through the Procurement Office, will be responsible for procuring all gasoline, diesel and alternative fuels for City vehicles and equipment primarily through the State of Florida Fuel Purchase Contract and local vendor contracts. The Division is also responsible for tracking fuel consumption and maintaining adequate inventories at the fueling facility in accordance with the provisions of this Manual. User departments / agencies will be invoiced on a monthly basis.

Motor Pool Fueling

Operators will receive motor pool vehicles and are responsible for fueling, if needed. In the event additional fuel, lubricants or emergency repairs are required, the operator will request authorization for such services as follows:

-- During normal City business hours - See the Division Manager / Coordinator for the motor pool / spare fleet fuel key(s).

-- During normal City business hours - Operators must return vehicles fully fueled and the using Agency/Department is responsible for all fuel costs.

-- After City business hours - Use Departmental fuel keys for City-owned vehicles. An employee will be reimbursed for emergency vehicle fuel by the respective agency/department based upon submission and approval of valid receipt(s). Any emergency repair expenses shall be reimbursed by the Division based upon submission and approval of valid receipt(s).

The data collected by the automated fueling system will allow the Division to record the vehicle mileage (or hours) on a regular basis. This information will be used by the management system to monitor the vehicle's utilization, to identify vehicles that are due for preventative maintenance, and to identify vehicles that are approaching or beyond replacement guidelines. In addition, the system will provide information on changes in the vehicle's fuel consumption, which may be indicative of potential maintenance problems.

Safety

Vehicle operators shall stay with the pump hose when re-fueling to help prevent inadvertent fuel spills. The operator is responsible for reporting any fuel leaks or fuel hose breakages. All vehicle fuel caps are to be replaced and fueling hoses are to be returned and secured to the pump mount. The use of cellular phones and / or smoking while re-fueling is strictly prohibited.

Fuel Keys

Only assigned vehicle fuel keys are to be used to fuel Departmental vehicles. The use of another vehicle’s fuel key is prohibited. If repairs to your assigned vehicle are extensive and require an extended period of time to complete, a loaner and motor pool fuel key will be provided by the Division. It is requested that the exact current mileage of your vehicle be entered at the pump in order ensure our maintenance and replacement programs have accurate data.

MAINTENANCE and SERVICE STANDARDS

Maintenance Facility Assignments

The Fleet Maintenance Division will assign all City vehicles to repair in-house or outsourced. As a general rule, inspections, preventive maintenance, minor repairs, and interim compliance work are performed in-house. Heavy equipment and Emergency maintenance may be outsourced and performed by a facility other than the assigned facilities if previously authorized by the Fleet Maintenance Division.

Preventive Maintenance (PM) Guidelines

A poor maintenance program can negatively affect both the fleet and fleet-cost performance by increasing downtime, increasing the probability of unsafe vehicles and reducing resale value for vehicles at the time of disposal. As such, all City-owned vehicles must be under a preventive maintenance program.

The Division is responsible for ensuring the scheduling and performance of preventive maintenance for all County vehicles. Preventive maintenance and periodic inspection procedures help to prevent failures from occurring while the vehicle is being operated. Once a week, or more frequently as required, the Supervisor will identify vehicles and equipment that are due for preventive maintenance checks. The Supervisor will also check the availability of parts required by established minimum preventive maintenance inventory levels.

The users are responsible for contacting the Vehicle Maintenance Division or bringing their assigned vehicle(s) into the shop by the mileage or date posted on the oil change sticker. In some instances, the using Department may be sent a preventive maintenance notification reminder at least one (1) week in advance of the scheduled maintenance. If it is necessary to re-schedule the preventive maintenance appointment, the using department must do so no later than 48 hours prior to the scheduled appointment. At that time, the Supervisor will re-schedule the preventive maintenance appointment within two (2) weeks.

Preventive maintenance for heavy trucks and equipment will be accomplished according to the manufacturer's specifications at minimum. After completing each preventive maintenance service, the Division will place a sticker on the vehicle indicating the miles (or hours) when the next preventive maintenance check is due for Levels A, B and C. Such procedures also reduce reliance on the driver, who may have limited skill and knowledge for detecting vehicle deficiencies.

PREVENTIVE MAINTENANCE SCHEDULE

I. Automobiles, Vans, Utility Vehicles and Light Trucks

Level A	Every 5,000 miles
Level B	Every 10,000 miles
Level C	Every 30,000 miles

Recommended: 5,000 mile maintenance schedule - A1, B1, A2, B2, A3, A4 & C

II. Heavy Trucks*

Level A	Every 5,000 miles
Level B	Every 10,000 miles
Level C	Every 30,000 miles
DOT	Annually or every 25,000 miles

III. Heavy Equipment*

New Fleet Pieces	100 service hours or two weeks
Level A	Every 250 service hours or monthly
Level B	Every 500 service hours or 3 months
Level C	Every 1,000 service hours or 6 months
Level D	Every 2,000 service hours or 1 year

Recommended maintenance schedule: A1, A2, B1, A3, A4, B2, A5, A6, C1

After completing each preventive maintenance service, the Transportation Division will place a sticker on the vehicle indicating the miles (or hours) when the next preventive maintenance check is due. The user must notify the Transportation Division if the vehicle is within one (1) week of the next required maintenance, based on reasonable anticipated use if they have not been previously contacted by the Division. It is essential for all operators of City vehicles to cooperate by making the necessary adjustments in their schedules to ensure that routine and preventive maintenance service performance goals are achieved. If needed, a temporary loaner vehicle and fuel will be provided by Vehicle Maintenance until the maintenance of an agency / Department's assigned vehicle is completed.

MAINTENANCE SCHEDULING and PRIORITIES

The Fleet Maintenance Supervisor is responsible for all scheduling and assigning of work. If conflicts arise between regularly scheduled work, the Supervisor will make decisions regarding priorities and will contact the affected user agencies about the status of vehicles/ equipment being safely placed back into service.

Unauthorized Service and Repairs

User departments and agencies are not authorized to repair or perform any service to vehicles and equipment titled to the City, unless otherwise specified or with the prior approval of the Fleet Supervisor. In addition, City facilities, equipment, and supplies shall not be utilized for repair and/or maintenance of personal vehicles.

OPERATOR MAINTENANCE CHECKS

Vehicle Inspections

Federal and State laws require that drivers may not drive a vehicle unless he/she is satisfied that it is in safe operating condition. Prior to using a motor pool vehicle, it is mandatory that the vehicle be visually inspected by the employees utilizing the vehicle. Employees using motor pool vehicle, it is mandatory that the vehicle be visually inspected by the employee utilizing the vehicle. Employees using motor pool vehicles must complete a Motor Pool (Loaner) Vehicle Form (Appendix I) and describe any problems, malfunctions or changes in the condition of the vehicle that were noted. This will ensure that they are not held responsible for subsequent damage to motor pool vehicles.

Pre-Operational Checks

Failure to perform pre-operation checks may result in break downs and/or damage to the vehicle/equipment. An operator/driver is also in a position to detect vehicle deficiencies that cannot be detected by periodic preventive maintenance and inspection procedures. Hours of lost vehicle time could be reduced if each driver would operate vehicles in a caring and cautious manner:

- 10-Minute Walk – Around Inspection. Operators are responsible for performing a daily walk-around of their vehicles and heavy motorized equipment. In addition, at each re-fueling or at least once a week, a 10-Minute Walk-Around Inspection (Appendix II) should be performed using the approved Form in Appendix II for automobiles and light trucks, which includes the following:
- Tire and body physical condition
- Engine inspection (belts, hoses, fluid levels and leaks of any kind)
- Exterior lights, signals and windshield wipers
- Interior lights, gauges and horn
- Windows, windshield wipers, and interior features
- Miscellaneous (i.e., valid State Inspection Certificate and license plates)
  Operator's Daily Checklist. Heavy truck operators must perform a daily inspection and complete the Operator's Daily Checklist (Appendix II). Use of any other forms other than those included in this manual are prohibited unless prior approval from the Division is granted. Daily inspections include:

  - General condition of power unit
  - Fluids (oil, radiator, battery, hydraulic, transmission, washer...) and belts
  - In-cab condition (lights, gauges, backup alarms, windshield wipers)
  - Exterior condition
  - Transmission inspection
  - Brake inspection
  - Towed unit inspection

  Inspections Forms: Inspection for motor pool and dedicated vehicles must be filed on a daily basis with the responsible agency supervisor. If operational deficiencies or need for repairs are noted, the supervisor is responsible for submitting a Vehicle Maintenance Repair Checklist Form (Appendix III) to the Division. A mechanic and/or the Supervisor will perform a review of the vehicle based on the remarks.

Vehicle Maintenance Mechanic Responsibilities

Vehicle Maintenance mechanics will perform the following general service activities:

-- Topping fluids and changing oil
-- Inflating, rotating, replacing and balancing tires
-- Repairing and painting vehicle / equipment bodies and frames
-- Replacing wiper blades, lights, lamps, fuses and mirrors
-- Performing computer diagnostics on electrical and engine systems
-- Greasing and lubricating bearings, joints, fittings, etc.
-- Performing front end alignments, cleaning lines, etc.
-- Repair of transmission, brake, heating and air conditioning systems
-- Sharpening of blades, turning of drums and rotors, etc.
-- Road service repairs for off road equipment

User Department and Agency Responsibilities

User departments and agencies will not be responsible for the following:

-- Normal preventive maintenance activities including oil changes, lubes, tune-ups, etc.
-- Replacing hoses and hydraulic lines
-- Rotating (except for installing spares) and repairing tires

FLEET ADMINISTRATION

Mechanic Certification / Training / Licensure

The City does not require all motor equipment mechanics to obtain National Institute for Automotive Service Excellence (ASE) certification, or other specific training and licenses. However, the City does encourage all fleet staff to improve and maintain proficiency through a variety of activities. In addition, the Fleet Maintenance Division plan to continue requesting funding in order to provide education, apprenticeships, and certification opportunities for its employees to be well versed with industry standards and technologies.

Mechanic Tools and Uniforms

The City is responsible for providing all fleet maintenance mechanics with tools, uniforms, safety shoes, test equipment, safety equipment and selected specialized tools. The City will also replace tools that are stolen, lost, or broken during the conduct of City business. All reports of lost, stolen, or broken tools and equipment should be made to the Supervisor at the time the incident occurs.

MOTOR POOL (LOANER) VEHICLE FORM

User's Name (*Print Clearly*):

Department:

Office Phone: Cell Phone:

Loaner Vehicle Plant #: (**User's Vehicle** Plant #:)

Date checked out: Mileage:

Date checked in: Mileage:

It is required of every operator that the gas tank be filled prior to returning the vehicle, no matter how minimal the hours or mileage used. The motor pool vehicle gas key is available at the Department of Public Works, Supervisors office. *This key cannot be kept by the operator and must be returned to the Supervisor.* During refueling, do not use a gas key from another vehicle as it affects fuel and maintenance records for the vehicle.

Prior to removing the vehicle from the City premises, you are required to perform a cursory visual inspection of the vehicle. Upon returning to the City premises, again you are required to perform a cursory visual inspection of the vehicle. Should there be changes to the condition of the vehicle, it must be noted below and reported to the Department of Public Services - Fleet Maintenance Division.

I understand and agree to the conditions contained herein.

Signature: Date:

PLEASE RETURN THIS CHECKLIST TO:

Department of Public Services – Fleet Maintenance Supervisor

CITY OF LAKE WORTH TAKE HOME VEHICLE AUTHORIZATION FORM

I understand that I have been approved for
(printed name)
the use of Vehicle Number to drive to and from work. I understand that this vehicle is to be driven by
me and to be used exclusively for City-related business. I agree that I will not use this vehicle for personal reasons. I understand that under no circumstances will I use this vehicle if my ability to drive has been impaired in any way. This includes being under the influence of drugs (including prescription drugs), alcohol, illness, or any other condition that could impair by ability to drive safely.

I further agree that I will maintain my legal ability to operate a vehicle in the State of Florida as well as my insurability. I understand it is my responsibility to notify my supervisor within 24 hours of any change in my ability to drive, to remain insurable, or of any traffic citations that I receive.

In the event of any vehicle-related accident involving damages or injuries, I agree to submit to a drug test. Failure to abide by the above policies is cause for immediate termination of employment.

I agree to the above policy and requirements and have received a copy of the City's Take Home Vehicle Policy.

Employee Signature: Date:

The Vehicle identified above is parked at the following address after work hours:

Vehicle Inspection (VI) Forms

10-Minute Weekly Walk Around Inspection VI001

Driver's Vehicle Inspection Report..... VI002

Operator's Daily Inspection Checklist VI003

10-Minute Walk-Around Inspection (Autos, Light Trucks)

Each of the following items must be checked once a week.
Hazards / malfunctions must be noted in the right column.

Driver: _____ Date: _____
Vehicle Make/Model: _____ VIN: _____

Check each box when that item has been inspected. If authorized, correct problem (e.g. add engine oil, install light bulbs, etc.).

Hazard or Malfunction

1. Tire pressure: adjust to cold pressure as indicated by manufacturer:
   __ Left front ___Left rear ___ Right front ___ Right rear ___ Spare

2. Tire condition: check for tread wear, cuts and penetrating objects:
   ___ Left front ___Left rear ___ Right front ___ Right rear ___ Spare
3. Engine Inspection:
   ___ Brake fluid aligned with indicator to mark on reservoir ___ Power steering fluid in "Operating Range" when tested warm ___ Coolant recovery tank filled to "Cold" range
   ___ Engine oil in "Operating Range" when engine idling
   ___ Transmission fluid in "Operating Range" when engine idling
   ___ Inspect hoses for flexibility, cracks, splits or signs of leakage
   ___ Radiator (top and bottom) ___Heater ___Air conditioning ___ Power steering
   ___ Inspect belts for tightness, cracks or signs of wear
   ___Fan belt ___Power steering belt ___Air conditioning belt
   ___ Windshield washer fluid at proper level
   ___ Remove debris in radiator core
4. Exterior lights: operational, clearly seen, no broken covers:
   ___ Standard headlights ___High beam headlights ___Parking lights
   ___ Reverse (backing lights ___Tail lights ___Brake lights
5. Interior lights: operational and easily seen by driver:
   ___ Speedometer ___Turn signals (left & right/front & rear)
   ___ Overhead ___Glove Box ___Vanity
   ___ Instrument panel (oil, temperature, engine, brake & generator lights)
6. Windows and interior features:
   ___ Wipers and washer operational with no cracks
   ___ Inspect for cracks, chips, etc., in windshield and other windows ___ Ensure all windows open and close properly
   ___ Inspect all mirrors (interior rearview and left and right exteriors) for cracks and ensure mount is firm
   ___ Seat adjusters functional
   ___ Inspect seat belts for frays, tears, etc.
   ___ all door locks and release handles functional
   ___ Brake pedal working properly; not "soft" when depressed
   ___ Emergency brake and emergency brake release functional
7. Miscellaneous:
   ___ Insurance certificate current and valid ___ Registration current and valid
   ___ License plates (front and rear) securely fastened ___ Emergency kit and tools in trunk
   ___ License plates (front and rear) securely fastened ___ Emergency kit and tools in trunk

DRIVER'S VEHICLE INSPECTION REPORT

(AS REQUIRED BY THE DOT FEDERAL MOTOR CARRIER SAFETY REGULATIONS)

CARRIER: _____

ADDRESS: _____

DATE: _____ TIME: _____ A.M. _____ P.M. _____

TRACTOR/
TRUCK NO. _____ ODOMETER READING: _____

Air Compressor	Horn	Suspension System
Air Lines	Lights	Starter
Battery	Head-Stop	Steering
Body	Tail-Dash	Tachograph
Brake Accessories	Turn Indicators	Tires
Brakes, Parking	Mirrors	Tire Chains
Brakes, Service	Muffler	Transmission
Clutch	Oil Pressure	Wheels and Rims
Coupling Devices	Radiator	Windows
Defroster / Heater	Rear End	Windshield Wipers
Drive Line	Reflectors	Other
Engine	Safety Equipment	
Exhaust	Fire Extinguisher	
Fifth Wheel	Reflective Triangles	
Frame and Assembly	Flags - Flares - Fuses	
Front Axle	Spare Bulbs and Fuses	
Fuel Tanks	Spare Seal Beam	
Generator		

TRAILER(S) NO(S).

Brake Connections	Hitch	Tarpaulin
Brakes	Landing Gear	Tires
Coupling Devices	Lights - All	Wheels and Rims
Coupling (King) Pin	Roof	Other
Doors	Suspension System	

REMARKS:

_____

_____

_____

CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY

Driver's Signature: _____

Above Defects Corrected
Above Defects Need Not Be Corrected for Safe Operation of Vehicle

Mechanic's Signature: _____ DATE: _____

Driver's Signature: _____ DATE: _____

OPERATOR'S DAILY CHECKLIST

Check: (√) if OK. (_____) Use (X) to indicate defect and explain under remarks.
Equipment Unit No. Make: Date:

Operator: Odometer /Hour Reading:

POWER UNIT

GENERAL CONDITION	IN-CAB	EXTERIOR
Cab / Doors / Windows	Gauges / Warning Indicators	Lights
Body / Doors	Windshield Wipers / Washers	Suspension
Oil Leak	Horn (s)	Tires
Grease Leak	Heater / Defroster	Wheels / Rims / Lugs
Coolant Leak	Mirrors	Battery
Fuel Leak	Fire Extinguisher	Exhaust
FLUIDS & BELTS	Spare Fuses	Air Lines
Engine Oil Level	Seat Belts	Load Covers
Coolant Level	Cab Clean	Other
Belts	Flares	
Hydraulic Oil	First Aid Kit	
Transmission Oil		

CHECK BEFORE BEGINNING WORK

Transmission-shifts easy, stays in gear	PTO Unit
Clutch-grab, slip, chatter	Cables-wear and lubrication
Unusual noise	Cutting edge / teeth-wear / broken
Back-up Alarm	Brakes
Steering	Body / Frame

TOWED UNIT (S)

Frame / Deck	Suspension	Kingpin - Upper Plate
Tie-Downs	Tires	Fifth-Wheel
Lights	Wheels / Rims / Lugs	Other Coupling Devices
Reflectors	Brakes	

USEABLE **NOT USEABLE**

REMARKS

Maintenance Action: _____ "X" in Circle Indicates Repairs Made

Checked & Repaired By: _____ Date: _____

INSPECTON PROCEDURE

HAVE ALL DEFECTS CORRECTED BEFORE DEPARTURE

1. Approaching equipment (unit), note general condition. Look for leakage of water, fuel or lubricants under unit.

2. Engine compartment: check water (radiator) and crankcase (oil) levels. Check blades, belts, etc., for cracks, excessive slack and wear.

3. START ENGINE, let idle for warm-up. Listen for abnormal noises. Check gauges for normal readings. If equipped with air brakes, be sure "low air" warning is operating if air pressure is below 60 pounds.

4. Check emergency equipment, horn9s), windshield wipers. Turn on all lights including4-way flasher switch for turn signals. Check steering wheel action.

5. Leave cab to check headlights and marker lights. Switch headlights on and check both beams, then turn off headlights only. Leave all other lights on.

6. Check front clearance and identification lights.

7. Check left and right front wheels, tires, lugs or studs. Check for leaks around hubs.

8. Check right side of cab, door, mirrors, etc., and check lights and reflectors along the right side as inspection progresses.

9. Check right rear tires, wheels, lugs or studs. Note any thrown lubricant.

10. Check rear of body, mud flaps, rear lights (clearance and identification, stop, tail, turn signals) rear reflectors, rear-end protection.

11. Check left rear tires, wheels, lugs or studs. Check for thrown lubricants.

12. Check lights and reflectors on left side as inspection progresses.

13. re-enter cab. Re-check all gauges. Air pressure should be at maximum.

14. Check parking brake.

15. Check brakes and stoplights. With fully charged system, check air brakes.

16. Turn off 4-way flasher and actuate and check left and right turn signals.

17. Make a test stop before leaving yard. Check tires twice daily or every 100 miles.

18. At end of day, let equipment idle for 3-5 minutes to cool down before shut-down, refuel equipment, clean cab and check for leaks after parking. Drain air tanks daily.

19. Attach this Form to the Equipment Service Request to report vehicle condition to your Supervisor and the Shop.

VEHICLE MAINTENANCE (VM) FORMS

Vehicle Maintenance Request Form.....VM001

Level A - Preventive Maintenance.....VM002

Level B - Preventive Maintenance.....VM003

Level C - Preventive Maintenance.....VM004

Annual Preventive Maintenance Report VM005

Vehicle / Equipment Replacement Evaluation VM006

Vehicle Maintenance Request Form

Plant Number: Date:

Mileage: _____ _____

_____

Vehicle Maintenance Service Requested:
(includes oil change and checks tires, brakes & fluids)

Regular PM Service

Tires, Check/Replace*

Brakes, Check/Replace*

Engine, Check*

Transmission, Check*

Tune Up*

Window Repair/Novice*

Other*

Emergency Communication Repairs Only:

Radio / Emergency Light* (Deliver Request to Radio Technician)

New Equipment Installation*

*Describe each problem below (not required for PM Service):

Date & Time Vehicle Needed Back: □ **Waiting**

Loaner Vehicle Issued (Plant Number):

_____

_____

_____

_____

Vehicle Keys are Located: ____□ In Vehicle □ with VM □
Drop Box □ N/A

Requestor:_____ Phone/Cell _____

(Please Print Clearly) (Provide even if Waiting)

_____ _____

FORM VM001

PREVENTIVE MAINTENANCE CHECKLIST

BATTERY

___ Examine battery cables for damage and clean battery

CLUTCH (If applicable)

___ Check clutch action, correct as required
___ Check clutch master cylinder, inspect for leaks
___ Check shock absorbers for leakage
___ Grease throw-out bearing and linkage
___ Replace or lubricate if necessary

INSTRUMENTAION

___ Check, repair, or replace as required all instruments & gauges
___ Windshield washer refill container
___ Check heater, defroster, air conditioner
___ Check & clean all signaling devices, mirrors, reflectors, clearance lights
___ Inspect sheet metal, paint, bumpers, mud flaps, seat belts, sun visors & pedal pads
___ Check speedometer & tachometer operation

CHASSIS

___ Inspect air intake for leaks
___ Check for fuel, oil & exhaust leaks
___ Inspect springs, U-bolts, shackles
___ Inspect exhaust system for leaks or damage
___ Inspect doors & window regulators, handles, hinges, stops, racks, etc.
___ Inspect driver's seat, horn, wind-shield, wiper/washers, turn signals, hazard, washers, turn signals, hazard warning lights
___ Inspect tail gate and lift mechanism, check wheelchair lift & interlock system (vehicle should not move with lift deployed)
___ Lubricate chassis, if applicable
___ Change engine oil & filter
___ Lubricate lift gate and wheelchair lift

TIRES AND WHEELS

___ Check and adjust tire pressure
___ Check rims for damage or looseness
___ Check for tire damage & wear

BRAKES

___ Check & fill master cylinder

COOLING

___ Fill radiator-check for leaks
___ Check belts, inspect for cracks, adjust or replace
___ Test anti-freeze

REAR AXLE (If applicable)

___ Inspect for oil leaks
___ Check the breather vent for clogging
___ Check drive shaft(s), U-Joints

ROAD TEST

___ Check steering
___ Check transmission controls
___ Check brakes including parking brake
___ Check for excessive vibration

REGISTRATION

___ Check for current inspection sticker(s)
___ Install P.M. sticker

ENGINE

___ Service air cleaner
___ Check PCV system
___ Inspect air Intake for leaks

FRONT AXLE AND STEERING

___ Check CU belts for cracks or tears, replace if necessary
___ Inspect power steering system, fill reservoir if required
___ Check wear of tie rods, drag link, steering arm, ball joints, or kingpins and wheel bearings, if necessary
___ Clutch slave cylinder, inspect for leakage, replace if necessary
___ Check clutch cable, inspect for wear

PREVENTIVE MAINTENANCE CHECKLIST (Con't)

TRANSMISSION (MANUAL)

___ Check and adjust gear oil level

Inspect unit for leaks

TRANSMISSION (AUTOMATIC)

___ Check fluid level
___ Inspect unit for leaks

VIN:_____

Mechanic: _____

Make:_____

Year: _____

FORM VM002

PREVENTIVE MAINTENANCE CHECKLIST

BATTERY

___ Examine battery cables for damage and clean battery

CLUTCH (If applicable)

___ Check clutch action, correct as required
___ Check clutch master cylinder, inspect for leaks
___ Clutch slave cylinder, inspect for leakage, replace if necessary
___ Grease throw-out bearing and linkage
___ Check clutch cable, inspect for wear
___ Replace or lubricate if necessary

COOLING

___Fill radiator-check for leaks
___Check belts, inspect for cracks, adjust or replace
___Test anti-freeze
___Clean frontal area of radiator

INSTRUMENTAION

___ Check, repair, or replace as required all instruments & gauges
___ Windshield washer refill container
___ Check heater, defroster, air conditioner
___ Check & clean all signaling devices, mirrors, reflectors, clearance lights
___ Inspect sheet metal, paint, bumpers, mud flaps, seat belts, sun visors & pedal pads
___ Check speedometer & tachometer operation

CHASSIS

___ Inspect springs, U-bolts, shackles
___ Inspect exhaust system for leaks or damage
___ Inspect doors & window regulators, handles, hinges, stops, racks, etc.
___ Inspect driver's seat, horn, wind-shield, wiper/washers, turn signals, hazard, washers, turn signals, hazards warning lights
___ Inspect air intake for leaks
___ Inspect tail gate and lift mechanism, check check wheelchair lift & interlock system (vehicle should not move with lift deployed)
___ Lubricate chassis, if applicable
___ Change engine oil & filter
___ Lubricate lift gate and wheelchair lift

TIRES AND WHEELS

___ Check and adjust tire pressure
___ Check rims for damage or looseness
___ Check for tire damage & wear

BRAKES

___ Check & fill master cylinder
___ Adjust / replace as required front & rear brake linings, drum
___ Check & replace hoses as required
___ Bleed brake lines
___ Check calipers and wheel cylinders for leakage & replace as required

REAR AXLE (If applicable)

___ Inspect for oil leaks
___ Check the breather vent for clogging
___ Check drive shaft(s), U-Joints
___ Test pinion shaft for looseness

ROAD TEST

___ Check steering
___ Check transmission controls
___ Check brakes including parking brake
___ Check for excessive vibration

REGISTRATION

___ Check for current inspection sticker(s)
___ Install P.M. sticker

ENGINE

___ Replace fuel and air filters
___ Check for fuel, oil & exhaust leaks
___ Service air cleaner
___ Check PCV system

FRONT AXLE AND STEERING

___ Check steering wheel free play-clean, service as required
___ CU belts for cracks or tears, replace if necessary
___ Inspect power steering system, fill reservoir if required
___ Check wear of tie rods, drag link, steering arm, ball joints, or king pins and wheel bearings, if necessary
___ Check shock absorbers for leakage, replace if necessary

PREVENTIVE MAINTENANCE CHECKLIST (Con't)

TRANSMISSION (MANUAL) (AUTOMATIC)

_____Check and adjust gear oil level

_____Inspect unit for leaks

TRANSMISSION

_____Check fluid level

_____ Inspect unit for leaks

WHEEL CYLINDERS

VIN: _____

Mechanic_____

Make: _____

Year: _____

FORM VM003

ANNUAL PREVENTIVE MAINTENANCE REPORT

Make: _____ Model _____
_____Year_____

Agency Name: _____Tag #:_____

Manufacturer's Vehicle ID Number
_____

COMAR 11.22.03	Components	Passed	Failed	Date Repaired*
02	Alignment			
03	Suspension			
04	Steering			
05	Brake Systems - Hydraulic/Vacuum			
06	Brake System - Air			
07	Tires			
08	Wheels, Rims, Lock rings, Studs and Nuts			
09	Accelerator Pedal and Air Throttle			
10	Fuel Storage and Deliver System			
11	Exhaust System			
12	Universal Joints and U-Clamps			
13	Vehicle Frame Body and Sheet Metal			
14	Lighting			
15	Electrical System			
16	Emergency Equipment			
17	Seats and Seat Belts			
18	Sun Visor			
19	Mirrors			
20'	Glazing			
21	Windshield Wipers and Washers			
22	Defroster			
23	Auto Trans Gear Selector/Neutral Safety Switch			
24	Speedometer and Odometer			
25	Brake and Clutch Pedal			
26	Horn			
27	Hood, Doors, Steps			
28	Hitches and Coupling Devices			
29	Tanks and Pressure Vessels			

Inspection Date:_____ **Vehicle Mileage:**_____

Inspected By (Print):_____ **Reported By (Print):**_____

Certified By (Print):_____**Signature:**_____

(Owner orauthorizerepresentative):_____

***Provide description of repairs and parts used on 2nd page of this form.**

Page 1 of 2

VEHICLE / EQUIPMENT REPLACEMENT EVALUATION FORM

Vehicles and/or equipment will be evaluated by four criteria: age, mileage operation & maintenance cost condition of body and mechanical components. A baseline is set for each criteria and points are assigned, depending on how the item's data compares to the base standard. The ratings are low, base (equal to the standard), high and extreme. Points are assigned as follows: 1-low, 2-base, 3-high, and 4-extreme.

Replacement Parameters

Age	Condition	Points
	Below base replacement age	0
	< 1 year over base	1
	1-2 years over base	2
	3-4 years over base	3
	4+ years over base	4

Mileage	Condition	Points
	Below base replacement mileage	0
	Base + 10,000 miles (600 hours)	1
	Base + 10,000-20,000 miles (600-1,200 hours)	2
	Base + 20,000 + miles (+1,200 hours)	3

Maintenance Cost	Condition	
	< 5% to 12% of purchase cost	1
	5% to 12% of purchase cost	2
	13% to 25% of purchase cost	3
	> then 25% of purchase cost	4

Condition Evaluation	Condition (See Report Form VM005	Points
	Repair cost <6% of the book value	2
	Repair cost =6% to 18% of book value	3
	Repair cost > 18% of replacement	4

Overall Score **Total Points** _____

***NOTE: Any point total equaling or exceeding eleven (11) indicates that the vehicle should be recommended for replacement. The point total is used to rank its replacement priority, and the larger the number the higher the replacement priority will be. A priority ranking will developed for the entire fleet by class of vehicle regardless of departmental assignment. Priority ranking is intended to serve as a guide and should no way be interpreted as a substitute for the Division's evaluation and recommendations.*

FORM VM006
Page 1 of 2

VEHICLE / EQUIPMENT REPLACEMENT EVALUATION FORM FOR LIGHT VEHICLES

Factor	Points
Age	One point for each year of chronological age, based on in-service date.
Miles/Hours	One point for each 10,000 miles of use.
Type of Service	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability	Points are assigned as 1,3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
M&R Costs	1 to 5 points are assigned based on total life M&R costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the vehicle's original purchase price, while a 1 is given to a vehicle with life M&R costs equal to 20% or less of its original purchase cost.
Condition	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition.
Point Ranges Under 18 points Condition I Excellent 18 to 22 points Condition II Good 23 to 27 points Condition III Qualifies for replacement 28 points and above Condition IV Needs immediate consideration	

Page 2 of 2
FORM VM006

BUILDING MAINTENANCE DIVISION

Characteristics of a Good Maintenance Employee

1. A good maintenance employee believes in himself/herself and believes in the importance of their jobs.

2. A good maintenance employee is dependable and punctual.

3. A good maintenance employee is loyal to the City and to their fellow workers.

4. A good maintenance employee is fair and impartial when dealing with others.

5. A good maintenance employee is a peaceful and loyal citizen in the community.

6. A good maintenance employee is courteous and pleasant.

7. A good maintenance employee gives daily attention to personal hygiene and presents a neat and clean appearance.

8. A good maintenance employee looks for new and better ways to do the job and when he/she finds them, put them into practice.

9. A good maintenance employee is an example to many children and tries his/her best to be worthy of their trust.

SAFETY RULES

1. Know location of all fire extinguisher in assigned area. Read and understand the directions on each type of extinguisher in the building. The time to become familiar with the directions is now; not when there is an emergency. It may save your life or that of visitors and staff within the building you are working. Know which extinguishers to use on various fires, especially electrical fires. One may be electrocuted by using the wrong extinguisher or an electrical fire.

2. Keep exit doors free of chains, locks or obstructions while staff or visitors are in the building. Keep passengers free of obstructions.

3. Keep heating and electrical equipment in good working order according to your area of responsibility. Submit a work order for any maintenance concern discovered while in a building.

4. Dispose of trash and debris daily. Do not leave trash and debris in boiler rooms, closet, or at the repairs after a maintenance repair has been completed.

5. Don't let any areas of the City become a "catch all" for items of little or no value.

6. Do not store flammables liquids such as propane gas, mineral spirits, lacquer thinner, paint thinner, turpentine, kerosene and alcohol in the City, other than in approved and ventilated areas. Any unavoidable storage must be in safety cans stored in locked and ventilated storerooms or in locked metal cabinets.

7. Periodic Safety training and demonstrations will be provided to will be required for all designated maintenance staff members as determined by building maintenance.

8. Direct contact with body fluids should be avoided. Use gloves and cleaning procedures designed to protect you. Dispose of the waste properly. The clinics have "sharps" containers for disposals of needles, razors blades, etc. Use the Phenocen disinfectant for body fluid.

Precautions to Avoid Accidents:

Slips and Falls

1. Post "wet floor" signs in needed areas, particularly heavy traffic areas.
2. Avoid foot-ware with slippery soles.
3. Keep your eyes open. Watch for objects that will cause you or others to trip or slip.
4. Look for handrails and use them.
5. Open doors slowly.

Ladders:

1. Choose the right ladder for the job.
2. Avoid over reaching.
3. Never use the top step or rung. If you need more reach, move the ladder, extend it, get another ladder, or get help.
4. Keep one hand on the ladder when climbing up or down; don't try to save a trip by carrying too much.
5. Never use chairs or tables as makeshift ladders.

Lifting Injuries:

1. Size the load and get help if needed. Most injuries occur while lifting heavy or bulky items.
2. Do not lift an object if rolling or placing it on a cart can move it.
3. Hold the object close to body and grip it firmly.
4. Bend knees and keep back straight. Lift with your legs, not your back.
5. Do not twist or jerk. Move with slow, smooth motion.
6. Look where you are going. Do not block your view with a load too large.

Chemical Burns:

Please Note: Maintenance work at times requires the use of potentially hazardous chemicals. When using these products, follow the guidelines listed below.

1. Keep materials labeled and follow directions.
2. Avoid splashing, and wear protective equipment when necessary.
3. Limit exposure to hazardous fumes, liquids and powders.
4. Provide ventilation to the work area.
5. Get medical attention promptly if needed.
6. Never use unidentified products. Turn them in to the warehouse.
7. Do not store hazardous chemicals on overhead shelves.
8. Keep MSDS sheets handy for reference.

Electric Shock:

To avoid the danger of electrocution, use the guidelines below:

1. Ground all equipment before use
2. Do not use splices cords or cords with wires exposed.
3. Do not use any equipment that gives a shock- even a mild one.

General Safety Tips:

1. Change out all burned light bulbs promptly to keep all areas properly lighted.
2. Keep head, hands and arms out of trash bags, cans, and dumpsters.
3. Do not pick up broken glass or unknown substances by hand. Use a dustpan and brush or cut proof gloves.
4. Lift trash bags carefully without twisting or straining your back.
5. Be alert for tripping, slipping, and other hazards that can occur in the building or on the grounds.
6. When using City vehicles, obey all traffic laws at all times. Drive defensively and be alert to pedestrians and/ or other vehicles.

PRODUCT LABEL

Every container of hazardous chemical in the work place must be labeled, taped or marked with the following information:

1. Identity of hazardous chemicals (S) contained therein.
2. Appropriate hazard warnings.

Use the label provide on all unmarked containers.

Red	is for fire hazard
Yellow	is for reactivity
White	is for specific hazard
Blue	is for health hazard

MATERIAL SAFETY DATA SHEET (MSDS) SYSTEM:

The MSDS system is to inform you about the hazards of materials the maintenance employees may encounter in his/her work. It will assist the maintenance employee in protecting himself and in responding to emergencies. The division supervisor has all MSDS sheets and will provide information as needed.

When reading the MSDS, the maintenance employees should think about how to respond to an emergency and how to control day to day exposure to materials.

The MSDS includes the following information:

1. The material properties that make it dangerous to handle.
2. The level of protective gear needed, if any.
3. First aid treatment to be exposure to the hazard.
4. The preplanning needed for handling spills, fires and day to day operations.
5. How to respond to accidents.

When encountering an unfamiliar material, read the MSDS for precautions and scan the sheet health and physical hazards. It is the responsibility of the maintenance employee to read and follow the MSDS instructions.

AMERICANS WITH DISABILITIES ACT (A.D.A.)

Policy:

The Americans with Disabilities Act provides civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. The ADA is intended to enable disabled persons to compete in the workplace based on the same performance standards and requirements that employers expect of persons not disabled. It does not guarantee equal results, establish quotas, or require preferences favoring individuals with disabilities over those without disabilities.

The Americans with Disabilities Act Handbook is available in the Administration office. In general, no individual with a disability shall, on the basis of disability, be excluded from participation in, or be denied the benefits of the services, programs, or activities of the City.

Procedure:

1. If the maintenance staff member becomes aware of any complaints or barriers that are creating a problem for anyone with disabilities, he or she should contact the building division supervisor and the Administration office.

MECHANICAL EMERGENCIES

Policy:

A mechanical/maintenance emergency is defined as any type of system malfunction or act (natural & unnatural) occurring on, within or near city property requiring immediate repairs to (1) avoid further damage to city property (inside and out), (2) restore city security, or (3) to ensure the safety of persons on or within city property. Examples of the above include but are not limited to the following: any broken water lines, electrical

outages, main sewer, and drain line back-up, fire, security problem, vandalism, broken windows/doors, heating/cooling problem, inability to set security alarm, etc.

Procedure:

1. If a mechanical emergency occurs (see above) in a City building after 4:00 p.m. or during non-regular scheduled work hours (example: Saturday work), the person shall contact the Systems Operations Division at 561-586-1695.

IV. CONSTRUCTION STANDARDS AND DEVELOPMENT GUIDELINES

PUBLIC SERVICES - CONSTRUCTION STANDARDS

The City of Lake Worth's Department of Public Services is responsible for the budgeting, design, review, and construction of all construction projects and improvements within the City's municipal right of way system. Projects consisting of water, sewer or electrical improvements are handled by the respective Utility Department within the City. The Department of Public Services is responsible for the following infrastructure construction and improvements:

- Roadway
- Concrete sidewalks and driveways
- Concrete curbing
- Traffic calming
- Stormwater system
- Striping and signage
- Greenway and planting
- Dumpster enclosures
- Erosion control

The associated construction standards and specifications are provided below and also found at the City's website www.lakeworth.org under the "Forms and Spec Sheets" link.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

ENGINEERING STANDARD CONSTRUCTION DETAILS INDEX

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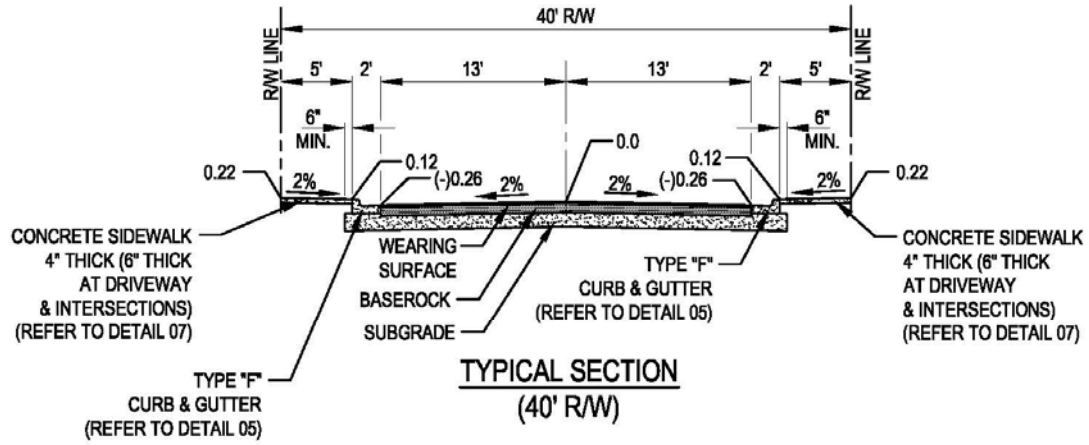
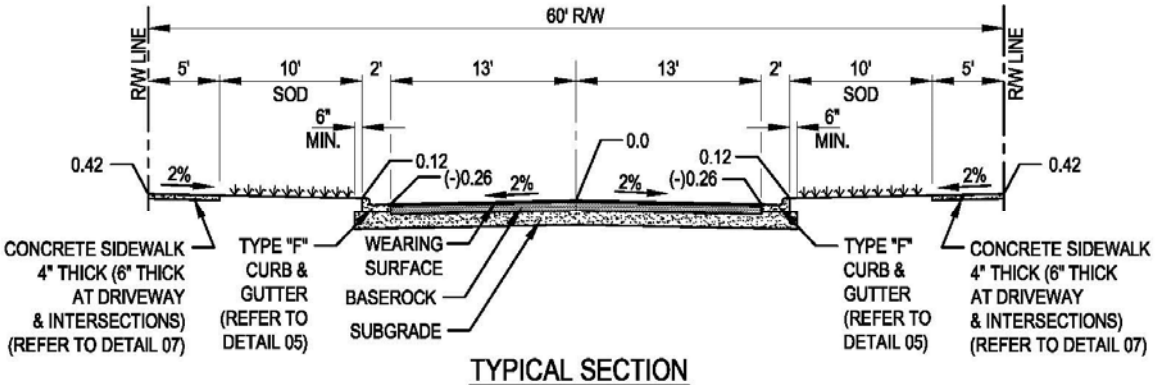
GENERAL NOTES

1. EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AND "SUNSHINE STATE ONE CALL OF FLORIDA, INC." TO LOCATE ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES DURING CONSTRUCTION AND RESETTING UTILITIES TO NEW GRADE AND SLOPE WITHIN THE LIMITS OF CONSTRUCTION.
2. SAFETY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT, THE FLORIDA UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT, AND ALL APPLICABLE O.S.H.A. REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS WHEN WORKING IN THE VICINITY OF OVERHEAD ELECTRIC LINES.
3. MAINTENANCE OF TRAFFIC. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC (MOT) PLANS, PREPARED BY A WORK SITE TRAFFIC SUPERVISOR AS CERTIFIED BY THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION, PRIOR TO COMMENCING CONSTRUCTION WITHIN CITY OF LAKE WORTH RIGHT-OF-WAY.
4. ACCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE VEHICULAR AND PEDESTRIAN ACCESS AT ALL TIMES.
5. WARRANTY. ALL WORK, MATERIALS, OR EQUIPMENT SHALL BE WARRANTIED FOR A MINIMUM OF ONE YEAR, FROM THE DATE OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH, AGAINST DEFECTIVE MATERIALS AND/OR WORKMANSHIP. ALL WORK FOUND TO BE DEFECTIVE WILL BE REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE CITY OF LAKE WORTH.
6. SHOP DRAWINGS. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF SEVEN (7) COPIES (OR MORE, IF REQUIRED) OF SHOP DRAWINGS, PRODUCT DATA, MATERIAL SPECIFICATIONS AND OTHER INFORMATION REGARDING CONSTRUCTION MATERIALS AND STRUCTURES AS REQUESTED BY THE ENGINEER OF RECORD OR THE CITY OF LAKE WORTH. SHOP DRAWINGS MUST BE NEWLY PREPARED INFORMATION, DRAWN TO ACCURATE SCALE. STANDARD INFORMATION PREPARED WITHOUT SPECIFIC REFERENCE TO THE PROJECT WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW. SHOP DRAWINGS SHALL BE SUBJECT TO THE FOLLOWING:
   A. BY SUBMITTAL OF ANY SHOP DRAWING OR CATALOG DATA, BEARING AN APPROVAL STAMP, THE CONTRACTOR REPRESENTS THAT IT HAS DETERMINED AND VERIFIED ALL FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MATERIALS, DIMENSIONS, CATALOG NUMBERS AND SIMILAR DATA, OR WILL DO SO, AND THAT IT HAS CHECKED AND COORDINATED EACH ITEM WITH OTHER APPLICABLE APPROVED SHOP DRAWINGS AND THE CONTRACT REQUIREMENTS.
   B. SHOP DRAWINGS AND CATALOG DATA SUBMITTED WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW. APPROVAL OF SHOP DRAWINGS, SAMPLES, OR CATALOG DATA BY THE ENGINEER OF RECORD OR THE CITY OF LAKE WORTH SHALL NOT AUTHORIZE ANY DEVIATION FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
   C. ANY PROPOSED SUBSTITUTE OR EQUAL TO THE THAT SHOWN ON THE CONTRACT DOCUMENTS SHALL BE ACCOMPANIED BY CALCULATIONS SUBSTANTIATING EQUIVALENCY. SHOP DRAWINGS WITH SUBSTITUTE MATERIALS NOT ACCOMPANIED BY CALCULATIONS WILL BE RETURNED WITHOUT REVIEW.
   D. THE CONTRACTOR SHALL CONFIRM COMPATIBILITY OF PIPE SLOPES AND INVERTS DURING THE SHOP DRAWING AND MATERIALS ORDERING PHASE OF THE PROJECT AND ADVISE THE ENGINEER OF RECORD IN WRITING OF ANY DISCREPANCIES.
   E. INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOG LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.
7. FIELD REVIEWS. THE CONTRACTOR SHALL PROVIDE NOTIFICATION, 48 HOURS (MIN.), PRIOR TO ANY REQUIRED FIELD REVIEWS OR INSPECTIONS AND SHALL SUPPLY ALL NECESSARY EQUIPMENT, LABOR, AND MATERIALS FOR INSPECTION AND/OR TEST. ALL WORK SHALL BE OPEN AND SUBJECT TO REVIEW AND/OR INSPECTION BY AUTHORIZED PERSONNEL OF THE CITY OF LAKE WORTH AND THE ENGINEER OF RECORD.
13. DENSITY TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TESTING TO ENSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED FOR ALL SUBGRADE, BASE MATERIAL, PIPE BASE MATERIAL, BACKFILL, & ALL OTHER AREAS WHERE COMPACTION REQUIREMENTS ARE SPECIFIED. ALL TEST RESULTS SHALL BE SIGNED & SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER AND COPIES SHALL BE PROVIDED TO THE ENGINEER OF RECORD AND THE CITY OF LAKE WORTH.
14. PERMITS. THE CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION PRIOR TO RECEIPT OF ALL APPLICABLE PERMITS AND APPROVALS INCLUDING AN APPROVED MAINTENANCE OF TRAFFIC PLAN. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE REQUIREMENTS OF THE PERMITS AND AGENCY APPROVALS.
15. EROSION CONTROL. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH FDOT INDICES 102, 103 AND 106, THE FDEP NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT (IF APPLICABLE), AND THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP). FILTER FABRIC, HAY BALES, OR ROCK BAGS SHALL BE INSTALLED IN EACH INLET THROUGHOUT THE CONSTRUCTION PERIOD. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL CONSTRUCTED AT ALL UNSTABILIZED CONSTRUCTION ACCESS POINTS, PER FDOT INDEX NO. 106.
16. STORM DRAINAGE. ALL STORM DRAINAGE PIPE JOINTS SHALL BE WRAPPED IN FILTER FABRIC PER FDOT STANDARD INDEX NO. 280. ALL DRAINAGE STRUCTURES SHALL CONFORM TO THE REQUIREMENTS OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL GRATES SHALL BE SECURED TO THE STRUCTURES WITH AN EYEBOLT AND CHAIN. ALL STORM DRAINAGE SHALL BE FREE OF SILT AND SEDIMENT AT THE TIME OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH.
17. DEWATERING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ANY DEWATERING PERMITS AND/OR APPROVALS NECESSARY FOR CONSTRUCTION. NO WATER FROM DEWATERING MEASURES SHALL BE DISCHARGED OFF-SITE. ALL DISCHARGE SHALL BE CONTAINED IN ON-SITE SEDIMENT BASINS.
18. SIDEWALKS. ALL SIDEWALKS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE, CHAPTER 11 - FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 304 AND THE REQUIREMENTS OF THE FLORIDA BUILDING CODE. ALL WALKWAYS CROSSING VEHICULAR AREAS SHALL HAVE A DETECTABLE WARNING SURFACE (TRUNCATED DOMES) IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 304 AND THE FLORIDA BUILDING CODE, CHAPTER 11 - ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL SIDEWALKS SHALL BE BROOM FINISHED WITH AN EVEN, DUSTLESS SURFACE AND SHALL BE FREE OF CRACKS AT TIME OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH.
19. PAVEMENT. WHERE FULL-DEPTH PAVEMENT REPLACEMENT IS SPECIFIED, EXISTING BASEROCK MAY NOT BE RE-USED, HOWEVER IT MAY BE UTILIZED AS SUBGRADE STABILIZATION MATERIAL. ALL SUBGRADE SHALL BE FREE OF MUCK, ROOTS, UNDERBRUSH, VEGETATIVE MATTER, GARBAGE, TRASH, OR ANY OTHER UNSUITABLE MATERIALS. BASEROCK AND ASPHALT SHALL BE PLACED IN MULTIPLE LIFTS AND SHALL BE PLACED IN ACCORDANCE WITH THE APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. FINAL LIFT OF ASPHALT SHALL PROVIDE A UNIFORM FINISH AND SHALL BE PLACED TO CORRECT MINOR IMPERFECTIONS IN THE FIRST LIFT AND TO PROVIDE POSITIVE DRAINAGE FOR THE ROADWAY.
20. SIGNING AND PAVEMENT MARKING. ALL PAVEMENT MARKINGS WITHIN CITY OF LAKE WORTH RIGHT-OF-WAY SHALL BE THERMOPLASTIC. THERMOPLASTIC SHALL NOT BE INSTALLED ON PAVEMENT UNTIL A MINIMUM OF FIVE CALENDAR DAYS AFTER THE FINAL LIFT OF ASPHALT HAS BEEN COMPLETED. BLUE/BLUE REFLECTIVE PAVEMENT MARKERS (RPM) SHALL BE INSTALLED TO INDICATE THE LOCATION OF ALL FIRE HYDRANTS.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	GENERAL NOTES	DETAIL NO. 01 ISSUED: 09/09/13



TYPICAL SECTION
(40' R/W)

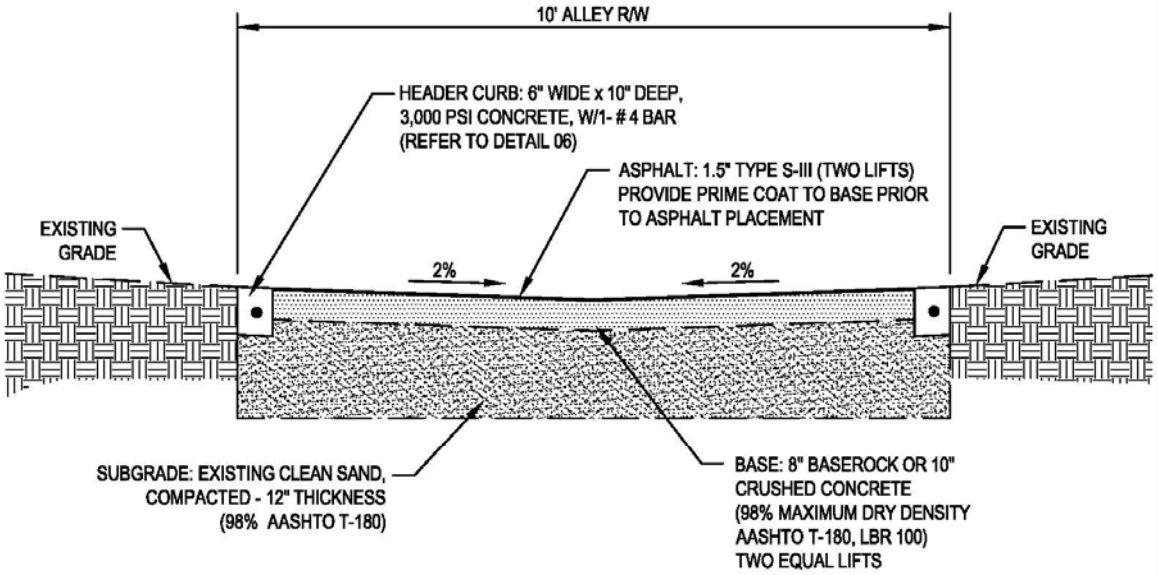


TYPICAL SECTION
(60' R/W)

PAVEMENT SPECIFICATIONS	
WEARING SURFACE	1 1/2" TYPE S-III (TWO 3/4" LIFTS)
BASE	8" BASEROCK (LBR 100) COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180. (2 EQUAL LIFTS) **OR** 10" CRUSHED CONC. PRIME & TACK COAT PER FDOT SECTION 300.
SUBGRADE	12" STABILIZED SUBGRADE COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180.

VARIATION FROM MATERIAL SPECIFICATIONS WILL BE CONSIDERED ON A CASE BY CASE BASIS BY THE CITY ENGINEER.

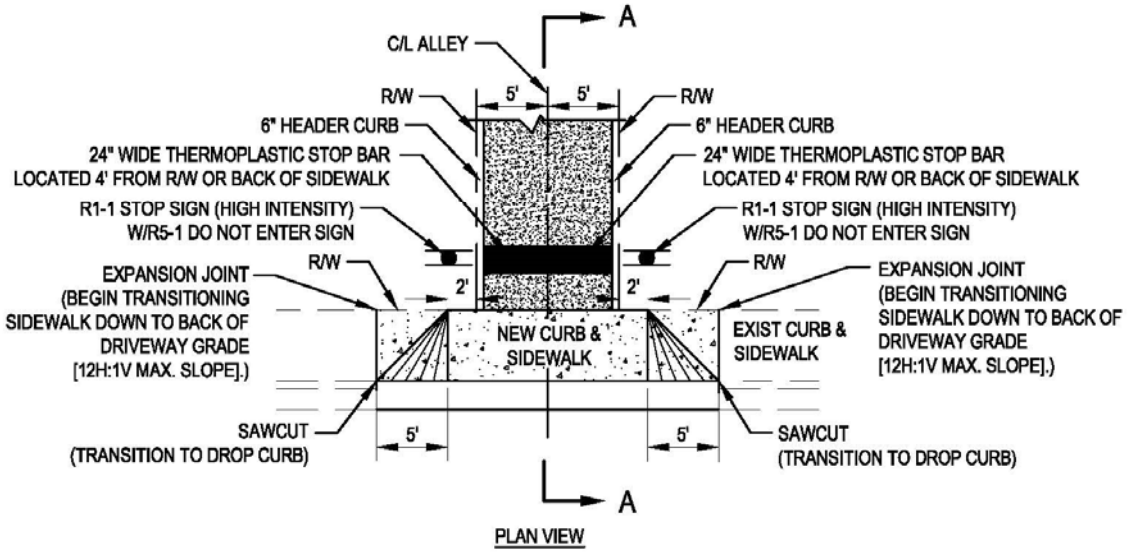
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	TYPICAL RIGHT-OF-WAY SECTIONS	DETAIL NO. 02



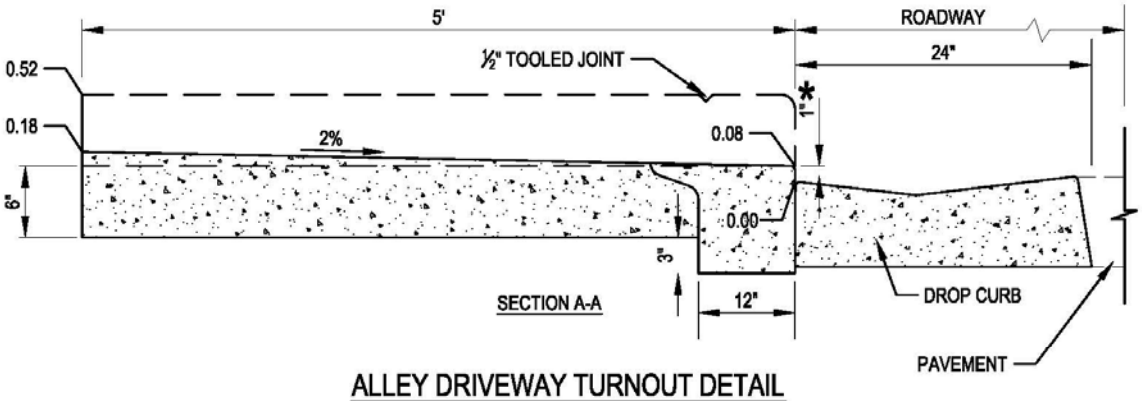
ALLEY PAVEMENT SECTION

NOTE: MINIMUM 0.50% LONGITUDINAL SLOPE REQUIRED.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	ALLEY PAVEMENT SECTION	DETAIL NO. 03 ISSUED: 09/10/13



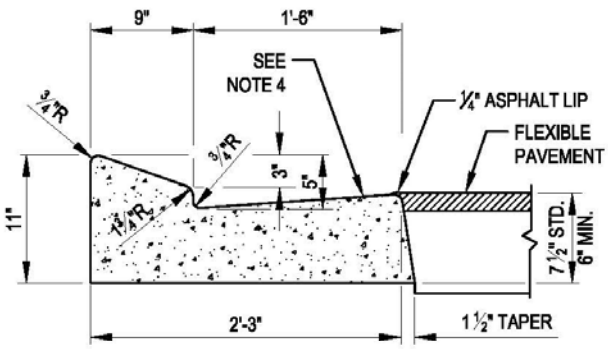
PLAN VIEW



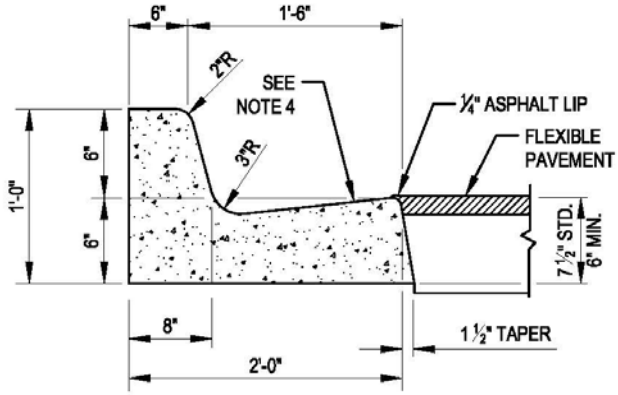
ALLEY DRIVEWAY TURNOUT DETAIL

* NOTE:
EDGE OF DRIVEWAY TO BE 1" ABOVE ROADWAY EDGE OF PAVEMENT GRADE.

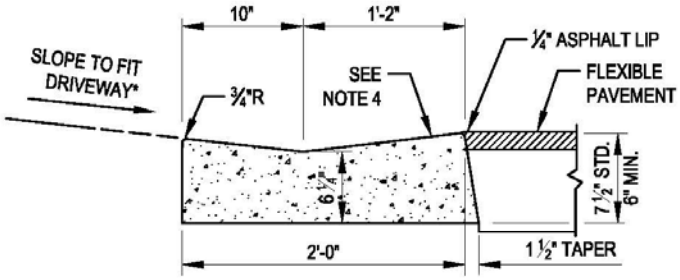
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	ALLEY AND DRIVEWAY TURNOUTS	DETAIL NO. 04 ISSUED: 09/10/13



TYPE E



TYPE F



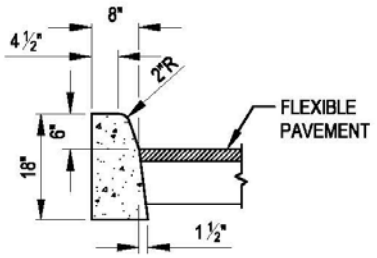
*NOTE: 2% MAX. SLOPE FOR PEDESTRIAN PATHWAYS; 12% MAX. SLOPE FOR DRIVEWAYS

VALLEY GUTTER
(DROP CURB)

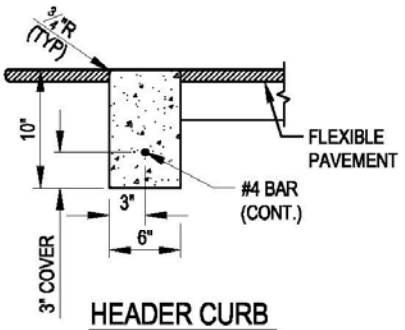
NOTES:

1. ULTIMATE STRENGTH OF CONCRETE FOR CURBS AND GUTTERS SHALL BE 3,000 P.S.I. @ 28 DAYS.
2. 1/8"-1/4" CONTRACTION JOINTS IN CURB AND GUTTER SHALL BE CUT AS SHOWN AND AT 10 FT. MAXIMUM SPACING. NO SECTION SHALL BE LESS THAN 4 FT.
3. WHEN PAVEMENT IS CONCRETE, PROVIDE A 1/2" EXPANSION JOINT WITH PRE-FORMED JOINT FILLER & JOINT SEAL BETWEEN CURB AND CONCRETE PAVEMENT. (1-1/2" TAPER ON CURB FACE NOT REQUIRED AT CONCRETE PAVEMENT.)
4. WHEN USED ON HIGH EDGE OF PAVEMENT, THE CROSS SLOPE OF TYPES "E", "F", AND VALLEY GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT EDGE OF PAVEMENT. THE THICKNESS OF THE LIP SHALL BE 6" MINIMUM UNLESS OTHERWISE SHOWN ON PLANS. THE SURFACE ON THE LOW EDGE OF PAVEMENT TO BE 1/4" ABOVE LIP OF GUTTER. SURFACE ON HIGH EDGE OF PAVEMENT TO BE FLUSH WITH LIP OF CURB AND GUTTER. IF BOTH EDGES ARE AT SAME ELEVATION, SURFACE SHALL BE FLUSH.
5. ENDS OF TYPE "E" & "F" CURBING SHALL TRANSITION FROM FULL HEIGHT TO FLUSH IN 3 FEET.
6. THE MINIMUM CONSTRUCTED FLOW-LINE GRADIENT FOR STREET DRAINAGE UTILIZING CURB & GUTTER OR VALLEY GUTTER SHALL BE 0.20%.
7. REFER TO FDOT INDEX 300 FOR ADDITIONAL INFORMATION.
8. CONCRETE CURBING SHALL BE CONSTRUCTED ON A 4" THICK BASEROCK CURB PAD

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	CONCRETE CURB AND GUTTER	DETAIL NO. 05 ISSUED: 09/10/13



TYPE D

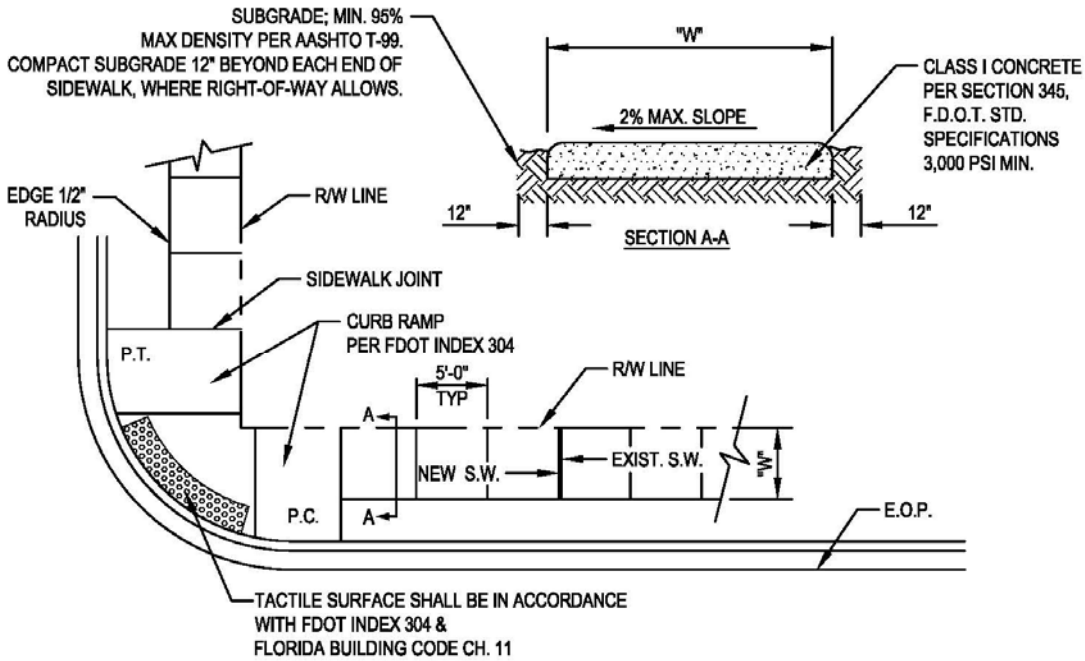


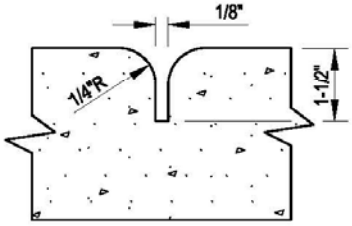
HEADER CURB

NOTES:

1. ULTIMATE STRENGTH OF CONCRETE FOR CURBS SHALL BE 3,000 P.S.I. @ 28 DAYS.
2. 1/8" -1/4" CONTRACTION JOINTS IN CURBS SHALL BE 3 1/2" MIN. DEPTH (AS MEASURED FROM TOP OF ADJACENT PAVEMENT) AND AT 10-FOOT CENTERS. NO SECTION SHALL BE LESS THAN 4 FEET.
3. WHEN PAVEMENT IS CONCRETE, PROVIDE A 1/2" EXPANSION JOINT WITH PRE-FORMED JOINT FILLER & JOINT SEAL BETWEEN CURB AND CONCRETE PAVEMENT. (1-1/2" TAPER ON CURB FACE NOT REQUIRED AT CONCRETE PAVEMENT.)
4. ENDS OF ALL CURBING SHALL TRANSITION FROM FULL HEIGHT TO FLUSH IN 3 FEET.
5. THE MINIMUM CONSTRUCTED FLOW-LINE GRADIENT FOR STREET DRAINAGE UTILIZING CURB & GUTTER OR VALLEY GUTTER SHALL BE 0.20%.
6. REFER TO FDOT INDEX 300 FOR ADDITIONAL INFORMATION.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	CONCRETE CURB	DETAIL NO. 06 ISSUED: 09/10/13





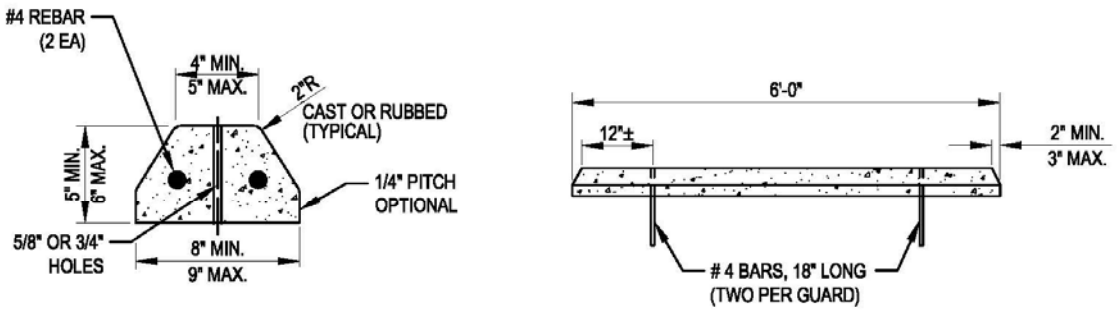
NOTE:

1. ALL SIDEWALKS SHALL BE CONSTRUCTED THROUGH DRIVEWAYS.
2. ALL SIDEWALKS SHALL INCLUDE ADA COMPLIANT RAMPS @ INTERSECTIONS.
3. CONCRETE SHALL BE BROOM FINISHED WITH EVEN DUSTLESS SURFACE.

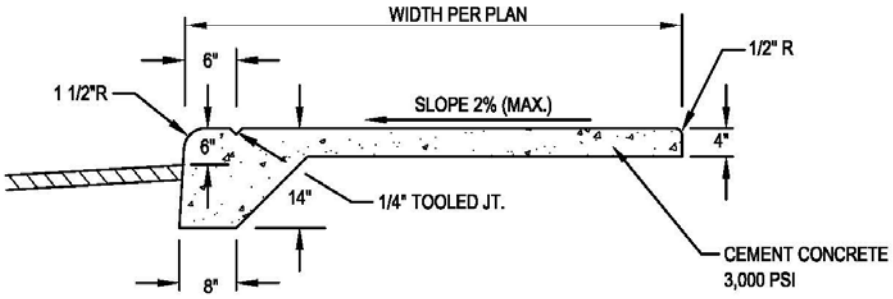
TABLE OF SIDEWALK THICKNESS - "T"	
RESIDENTIAL AREAS	4"
WITHIN 10' OF CROSS-STREETS, AT DRIVEWAYS & OTHER AREAS	6"
TABLE OF SIDEWALK WIDTHS - "W"	
STANDARD WIDTH	5'
OTHER AREAS AS SPECIFIED BY THE CITY ENGINEER.	

CONCRETE WALK CONSTRUCTION

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	CONCRETE WALK	DETAIL NO. 07 ISSUED: 09/10/13



CONCRETE BUMPER GUARD

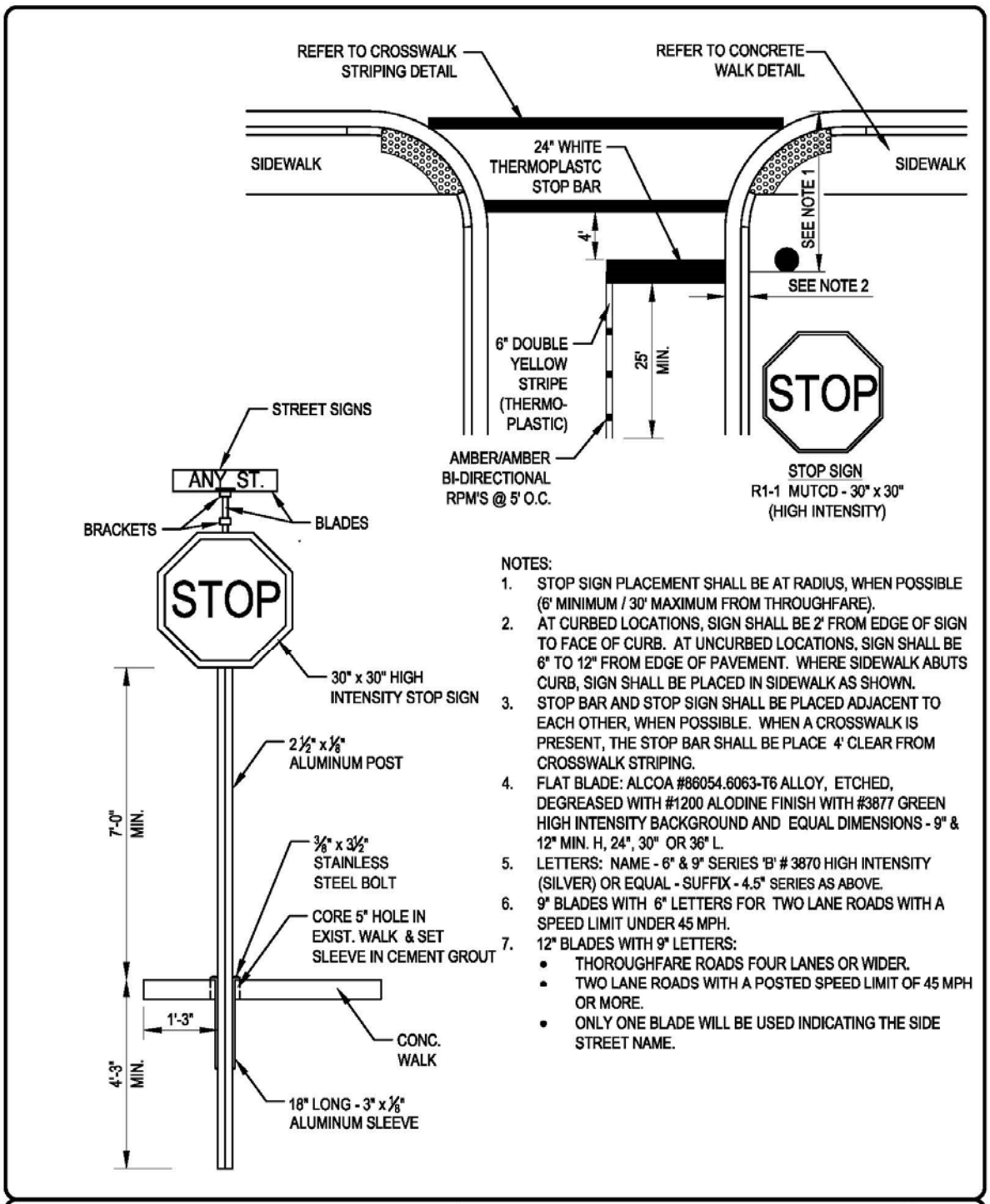


MONOLITHIC CURB AND WALK DETAIL

TO BE USED IN PARKING AREAS & WHERE TYPE "F" CURB & GUTTER IS NOT REQUIRED.

N.T.S.

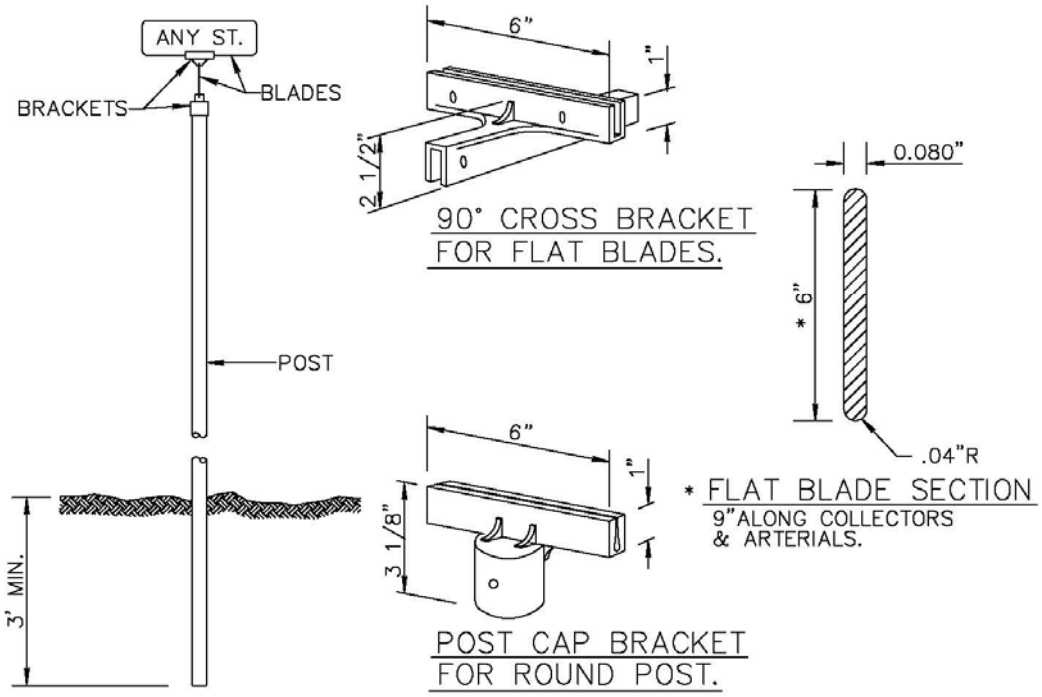
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	CONCRETE BUMPER GUARD AND MONOLITHIC CURB AND WALK	DETAIL NO. 08 ISSUED: 6/19/13



NOTES:

1. STOP SIGN PLACEMENT SHALL BE AT RADIUS, WHEN POSSIBLE (6' MINIMUM / 30' MAXIMUM FROM THROUGHFARE).
2. AT CURBED LOCATIONS, SIGN SHALL BE 2' FROM EDGE OF SIGN TO FACE OF CURB. AT UNCURBED LOCATIONS, SIGN SHALL BE 6" TO 12" FROM EDGE OF PAVEMENT. WHERE SIDEWALK ABUTS CURB, SIGN SHALL BE PLACED IN SIDEWALK AS SHOWN.
3. STOP BAR AND STOP SIGN SHALL BE PLACED ADJACENT TO EACH OTHER, WHEN POSSIBLE. WHEN A CROSSWALK IS PRESENT, THE STOP BAR SHALL BE PLACE 4' CLEAR FROM CROSSWALK STRIPING.
4. FLAT BLADE: ALCOA #86054.6063-T6 ALLOY, ETCHED, DEGREASED WITH #1200 ALODINE FINISH WITH #3877 GREEN HIGH INTENSITY BACKGROUND AND EQUAL DIMENSIONS - 9" & 12" MIN. H, 24", 30" OR 36" L.
5. LETTERS: NAME - 6" & 9" SERIES 'B' # 3870 HIGH INTENSITY (SILVER) OR EQUAL - SUFFIX - 4.5" SERIES AS ABOVE.
6. 9" BLADES WITH 6" LETTERS FOR TWO LANE ROADS WITH A SPEED LIMIT UNDER 45 MPH.
7. 12" BLADES WITH 9" LETTERS:
   - THOROUGHFARE ROADS FOUR LANES OR WIDER.
   - TWO LANE ROADS WITH A POSTED SPEED LIMIT OF 45 MPH OR MORE.
   - ONLY ONE BLADE WILL BE USED INDICATING THE SIDE STREET NAME.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	STOP SIGN AND STOP BAR	DETAIL NO. 09



GENERAL SPECIFICATIONS:

* BLADE: ALCOA NO.86054,6063–T6 ALLOY, ETCHED, DEGREASED, AND DEBURRED WITH NO.1200 ALDOLINE FINISH WITH HIGH INTENSITY GREEN BACKGROUND DIMENSIONS: 6" OR 9" IN HEIGHT, AND 24", 30", OR 36" IN LENGTH

* LETTERS: NAME 4" SERIES "B" HIGH INTENSITY (SILVER)
SUFFIX 2" SERIES "B" HIGH INTENSITY (SILVER)
ALL LETTERS FOR SIGNS ALONG COLLECTOR OR ARTERIAL ROADWAYS SHALL BE 7" SERIES "B" WITH 4" SERIES "B" SUFFIX ON 9" HIGH BLADES.

* POST: STEEL FLANGED GALVANIZED CHANNEL.
PER A.S.T.M. A123 WITHOUT ANCHOR PLATES.

* BRACKETS: DIE CAST HIGH STRENGTH ALUMINUM ALLOY, MIN. TENSILE STRENGTH 45,000 P.S.I., DEGREASED, TUMBLED, AND POLISHED SIDES OF ALL SLOTS SHALL BE SOLID METAL WITH TWO HOLES PER SLOT (SAME SIDE) DRILLED TO 7/32" AND TAPPED TO 1/4" TO RECEIVE STAINLESS STEEL ALLENHEAD SET SCREWS, SKIRT OF POST CAP BRACKET TO BE DRILLED AND TAPPED FOR 3 SCREWS OF WHICH NO TWO IS TO BE LESS THAN 90° OR MORE THAN 135° APART. (METRO HUSKEY NO.6 OR EQUAL.)

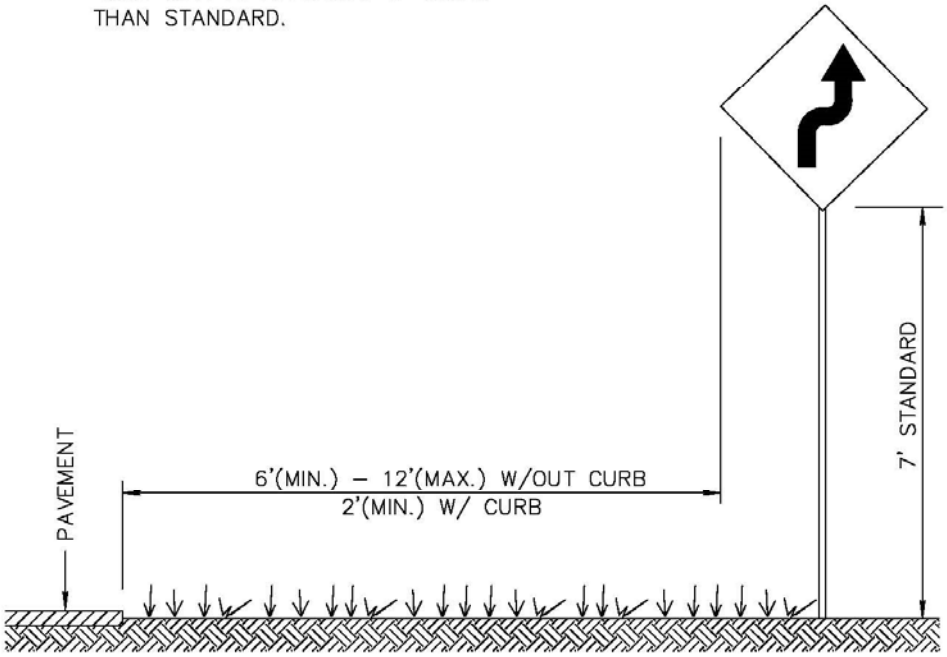
STREET SIGN DETAIL RT 2.1a

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	STREET SIGN DETAIL	DETAIL NO. 10 ISSUED: 09/9/13

TYPICAL SIGN. PLAN SYMBOL :

M.U.T.C.D. DESIGNATION : W1-3R *

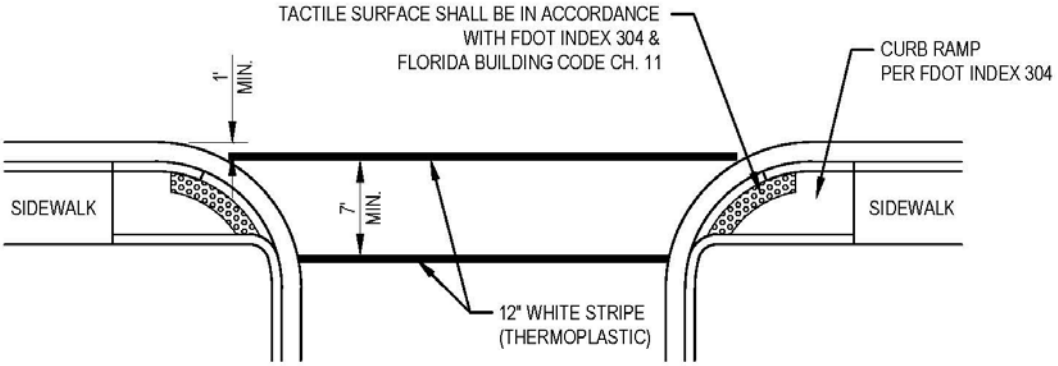
* SIGN SIZE TO BE NOTED IF OTHER THAN STANDARD.



NOTES:

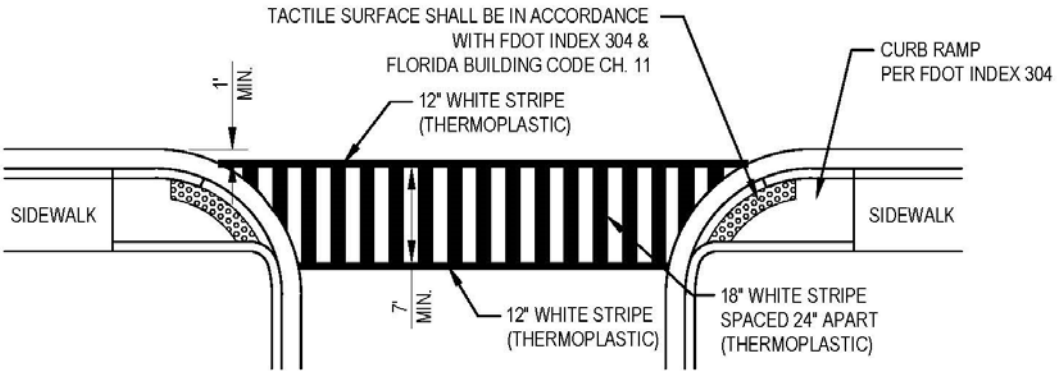
1. ALL SIGNS SHALL BE SPECIFIED USING THE M.U.T.C.D. DESIGNATION.
2. ALL SIGNS SHALL BE FACED WITH HIGH INTENSITY SHEETING MATERIAL OR BETTER.
3. SIGNS SHALL BE MANUFACTURED WITH 0.080" ALUMINUM BLANK.
4. POSTS SHALL BE GALVANIZED CHANNEL AT 2 LBS/L.F.
5. USE SHALL FOLLOW THE M.U.T.C.D. AND F.D.O.T. STANDARD DESIGN SPECIFICATIONS
6. ANY DEVIATION FROM THIS TYPICAL SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO INSTALLATION.
7. REFLECTIVE POSTS MAY BE USED IF M.U.T.C.D. STANDARD IS FOLLOWED.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	STREET SIGN DETAIL	DETAIL NO. 11 ISSUED: 05/15/13



- STANDARD CROSSWALK STRIPING TO BE INSTALLED IN THE FOLLOWING LOCATIONS:
  - ALONG COLLECTORS OR ARTERIALS
  - BIKE PATH CROSSINGS
  - CROSS WALKS WITH HIGH EXPECTED PEDESTRIAN VOLUME
  - SCHOOL ACCESS ROUTES
- SIGNING REQUIRED AS PER FDOT STANDARDS

STANDARD CROSSWALK



- SCHOOL CROSSWALK STRIPING TO BE USED ONLY AT DESIGNATED SUPERVISED SCHOOL CROSSING
- SIGNS AND ADVANCED PAVEMENT MESSAGES TO BE DESIGNED AND INSTALLED PER FDOT STANDARDS.

SCHOOL CROSSWALK

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	CROSSWALK STRIPING	DETAIL NO. 12 ISSUED: 05/10/13

PAVEMENT MARKING SPECIFICATIONS

All Pavement markings to be installed per these typicals, plans and specifications, and as directed by the City Engineer and shall conform to the requirements of F.D.O.T. and the manual on uniform traffic control devices, (MUTCD).

PERMANENT MARKINGS

Installation:

- All markings shall be installed by the extruded method.
- Markings shall be free of weaves, bows, drips, drags, and other degrading items.
- Chalk shall be used for all layout markings

Materials:

- All materials shall be alkyd or hydrocarbon thermoplastic meeting all FDOT specifications.

Thickness:

- All markings shall be installed to yield 90 mils of material measured above the pavement surface.

Spheres:

- Reflective glass sheres are to be applied to all stripes and markings per FDOT specifications.

Alternate Material:

- STAYMARK marking tape, or equivalent may be used, as approved or directed by the City Engineer.

Layout:

- Layout shall be made using marking chalk.
- It is recommended that marking layout be inspected by the City Engineer prior to the placement of final markings.

TEMPORARY MARKINGS

Temporary markings may be used only as specified in this section, or as approved or directed by the City Engineer.

Final Pavement Surface:

- Only foil backed marking tape is allowed.
- All tape shall be totally removed concurrent with permanent marking placement.

Other Pavement Surfaces:

- Intermediate pavement surfaces may be marked with FDOT approved materials, designs, and specifications.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	PAVEMENT MARKING SPECIFICATIONS	DETAIL NO. 13 ISSUED: 05/15/13

ALL PAVEMENT MARKINGS

All paved surfaces shall be properly marked prior to the hours of darkness.

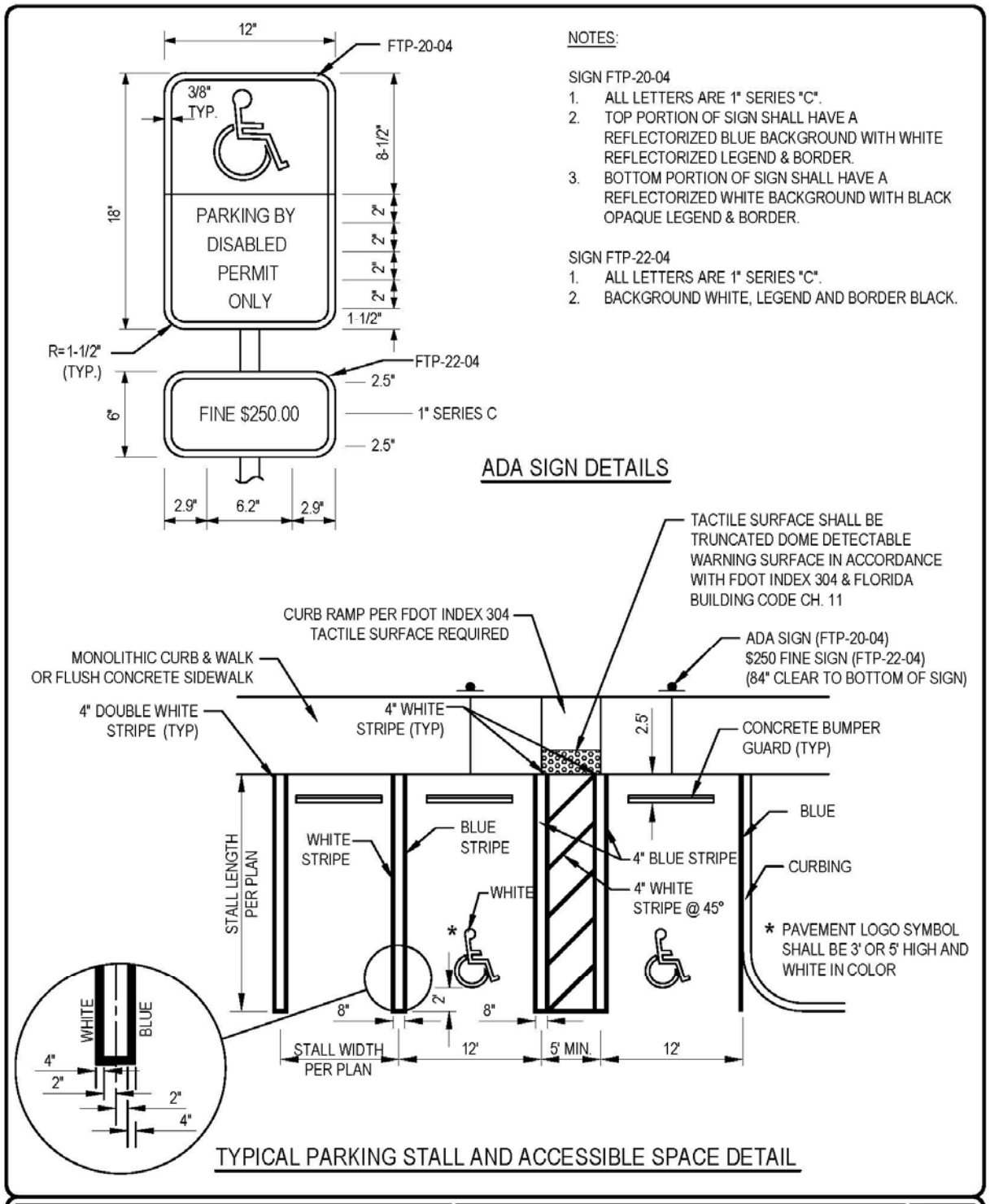
RAISED PAVEMENT MARKERS

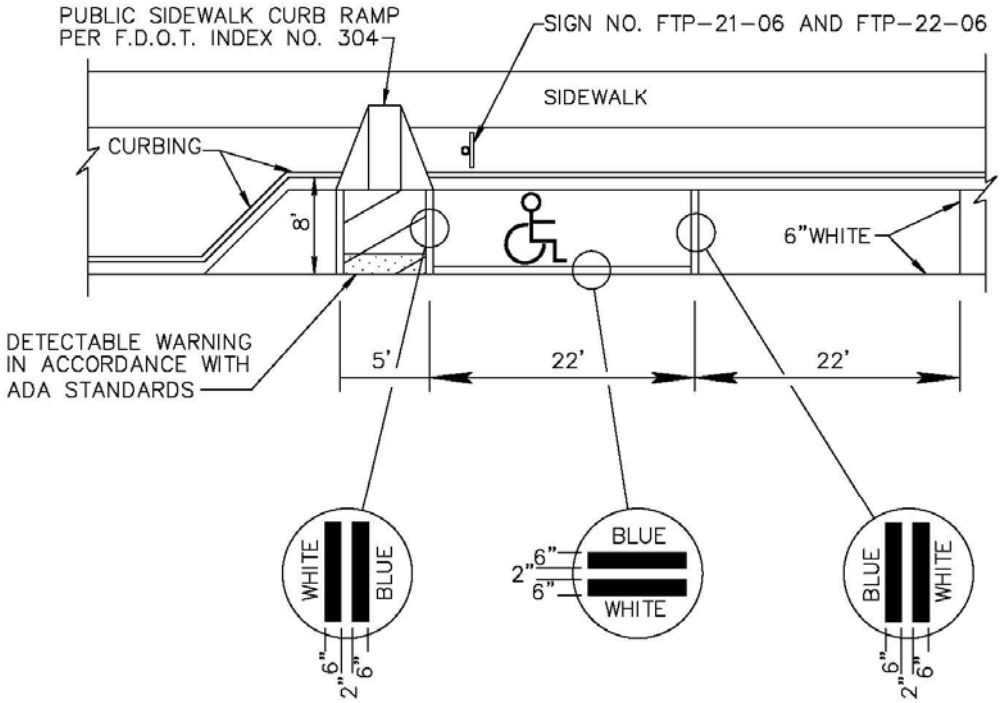
- R.P.M.s shall be installed on all lane lines and centerlines, spaced at 20' or 40'.
- R.P.M.s shall be a 4 x 4 type class "B" marker meeting F.D.O.T. specifications and shall be approved by the City Engineer prior to use.
- R.P.M.'s shall be installed using alkyd thermoplastic on asphalt and epoxy on concrete.

OTHER NOTES

- All Materials within right-of-way shall be thermoplastic and per F.D.O.T. specifications.
- Pavement marking within private parking lots may be painted according to F.D.O.T. specifications, except for all stop bars adjacent to public rifgt-of-way.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	PAVEMENT MARKING SPECIFICATIONS	DETAIL NO. 14 ISSUED: 09/18/13

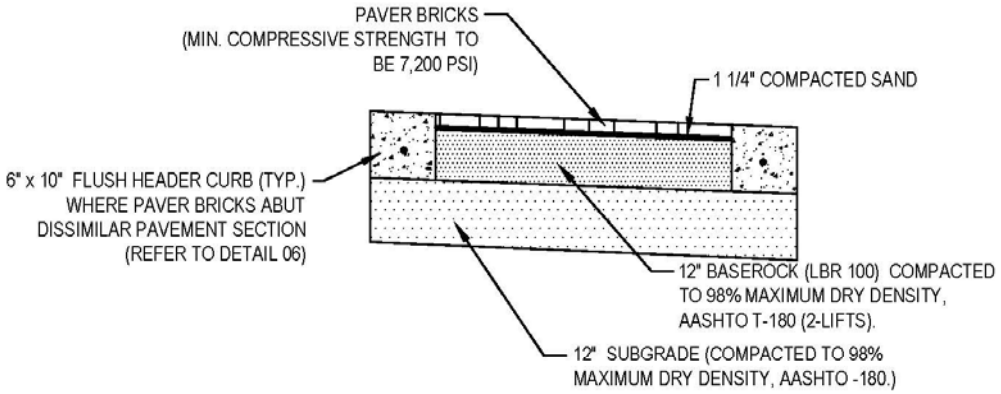

12"
FTP-20-04
3/8" TYP.
8-1/2"
18"
PARKING BY DISABLED PERMIT ONLY
2"
2"
2"
2"
1-1/2"
R=1-1/2" (TYP.)
FTP-22-04
2.5"
6"
FINE $250.00
1" SERIES C
2.5"
2.9"
6.2"
2.9"
NOTES:
SIGN FTP-20-04
1. ALL LETTERS ARE 1" SERIES "C".
2. TOP PORTION OF SIGN SHALL HAVE A REFLECTORIZED BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND & BORDER.
3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED WHITE BACKGROUND WITH BLACK OPAQUE LEGEND & BORDER.
SIGN FTP-22-04
1. ALL LETTERS ARE 1" SERIES "C".
2. BACKGROUND WHITE, LEGEND AND BORDER BLACK.
ADA SIGN DETAILS
TACTILE SURFACE SHALL BE TRUNCATED DOME DETECTABLE WARNING SURFACE IN ACCORDANCE WITH FDOT INDEX 304 & FLORIDA BUILDING CODE CH. 11
CURB RAMP PER FDOT INDEX 304 TACTILE SURFACE REQUIRED
ADA SIGN (FTP-20-04) $250 FINE SIGN (FTP-22-04) (84" CLEAR TO BOTTOM OF SIGN)
MONOLITHIC CURB & WALK OR FLUSH CONCRETE SIDEWALK
4" DOUBLE WHITE STRIPE (TYP)
4" WHITE STRIPE (TYP)
2.5'
CONCRETE BUMPER GUARD (TYP)
BLUE
STALL LENGTH PER PLAN
WHITE STRIPE
BLUE STRIPE
4" BLUE STRIPE
CURBING
WHITE
4" WHITE STRIPE @ 45°
* PAVEMENT LOGO SYMBOL SHALL BE 3' OR 5' HIGH AND WHITE IN COLOR
WHITE
BLUE
4"
2"
2"
4"
8"
2'
8"
STALL WIDTH PER PLAN
12'
5' MIN.
12'
TYPICAL PARKING STALL AND ACCESSIBLE SPACE DETAIL
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
ACCESSIBLE PARKING SIGNAGE AND PAVEMENT MARKINGS
DETAIL NO.
15
ISSUED: 05/10/13



NOTE:

HANDICAPPED PARKING SPACE MUST BE FIRST OR LAST PARALLEL PARKING SPACE IN THE ROW. ADJACENT TO LANDSCAPE ISLAND. IF SPACE, IS AT THE FRONT OF PARKING ROW ACCESS PANEL MUST BE IN FRONT OF CAR AND IF SPACE IS AT THE END OF PARKING ROW ACCESS PANEL MUST BE AT THE REAR OF CAR.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	TYPICAL PARKING SPACES	DETAIL NO. 16 ISSUED: 05/15/13

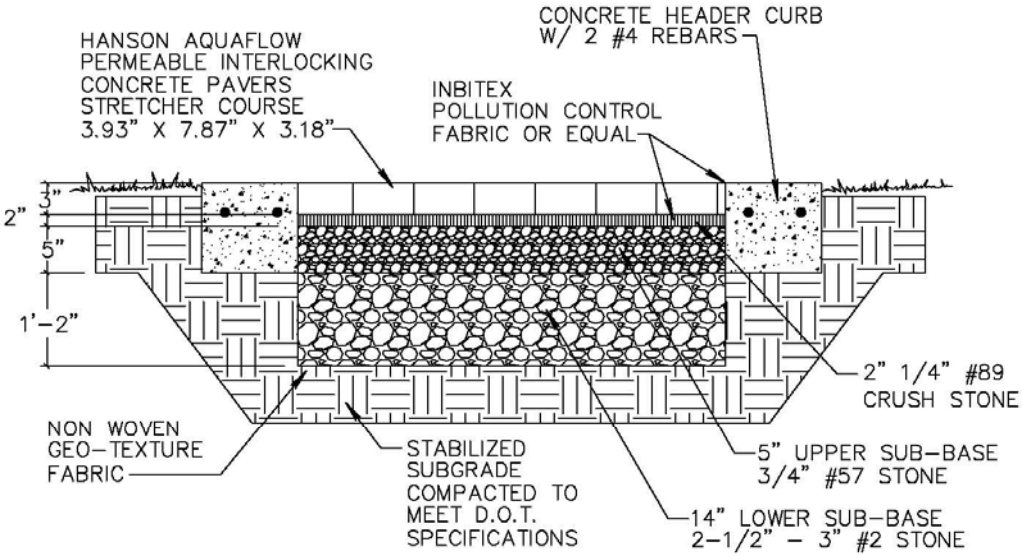


NOTE: INSTALLATION OF PAVER BRICKS SHALL BE IN CONFORMANCE WITH MANUFACTURER'S INSTALLATION CRITERIA. PAVER BRICK THICKNESS SHALL BE MINIMUM 2-3/8 INCHES. PAVER BRICK SHALL BE COLORED THROUGH THE FULL DEPTH OF THE PAVER AND NOT JUST THE SURFACE. THE SAND BEDDING COURSE SHALL BE WELL GRADED, CLEAN, WASHED LIMESTONE SCREENINGS WITH 100% PASSING A 3/8" SIEVE SIZE AND A MAXIMUM 3% PASSING A No. 200 SIEVE SIZE. DO NOT USE MASON SAND. ALL EDGES OF THE PAVER BRICK SHALL BE RESTRAINED BY CONCRETE HEADER CURB OR VALLEY GUTTER. CITY TO APPROVE SIDEWALK PAVER MANUFACTURER, TYPE, COLOR, AND SIZE. SUBMIT THREE (3) SAMPLE PAVERS FOR APPROVAL.

PAVER BRICK DETAIL

N.T.S.

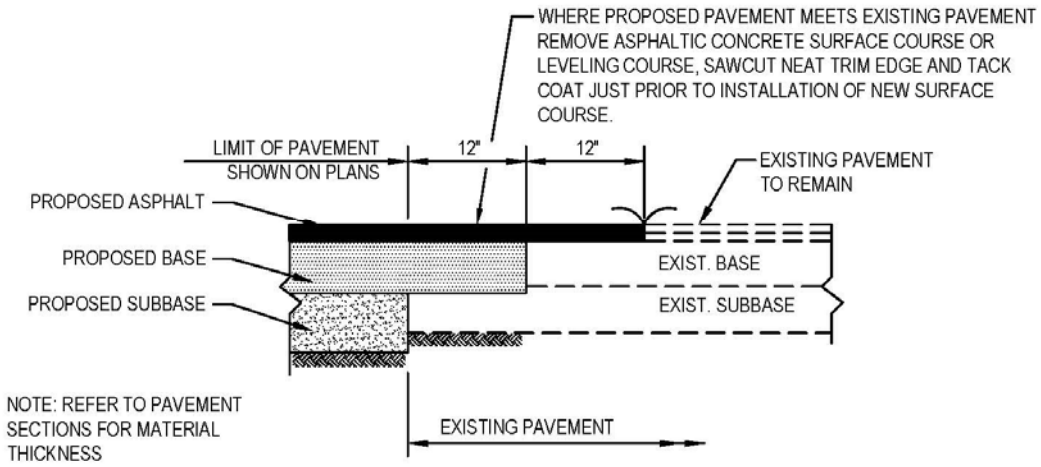
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	PAVER BRICK	DETAIL NO. 17 ISSUED: 05/10/13



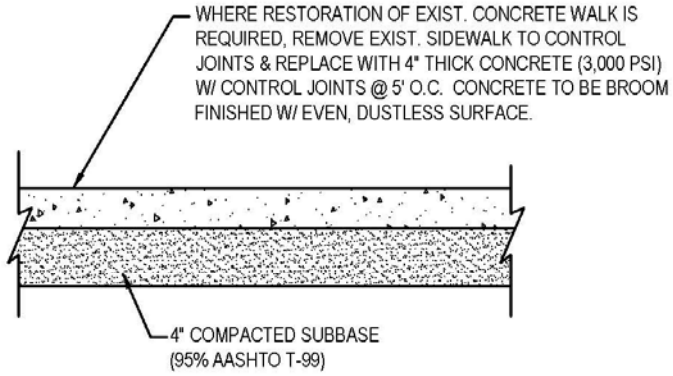
NOTE:

CONTRACTOR TO FIELD VERIFY EXACT LOCATION, SIZE AND DEPTH OF ALL EXISTING UTILITIES AT THE OF CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE CITY ENGINEER.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	PERVIOUS PAVER SECTION DETAIL	DETAIL NO. 18 ISSUED: 05/15/13



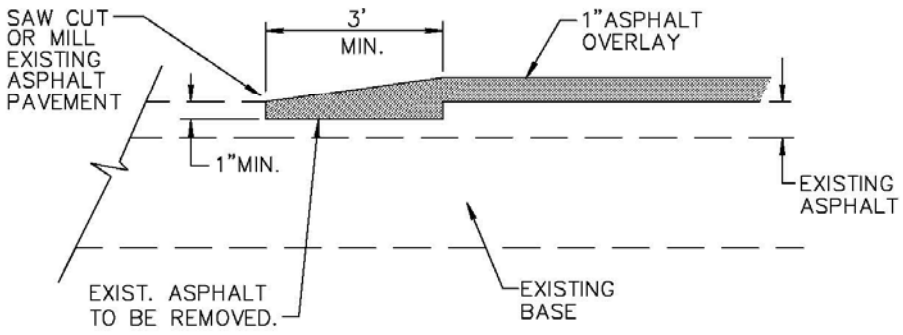
PAVEMENT RESTORATION DETAIL



CONCRETE SIDEWALK RESTORATION DETAIL

N.T.S.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	PAVEMENT AND SIDEWALK RESTORATION	DETAIL NO. 19 ISSUED: 05/10/13

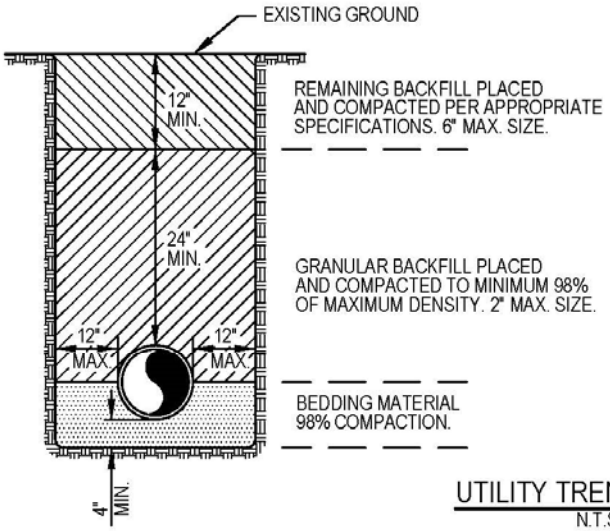


NEW OVERLAY PAVEMENT JOINT

NOTE:

THIS METHOD OF PAVEMENT JOINT SHALL BE USED FOR ANY APPLICATION OR CONSTRUCTION WHERE PROPOSED PAVEMENT WILL BE CONNECTED TO EXISTING PAVEMENT.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	PAVEMENT JOINT	DETAIL NO. 20 ISSUED: 05/15/13

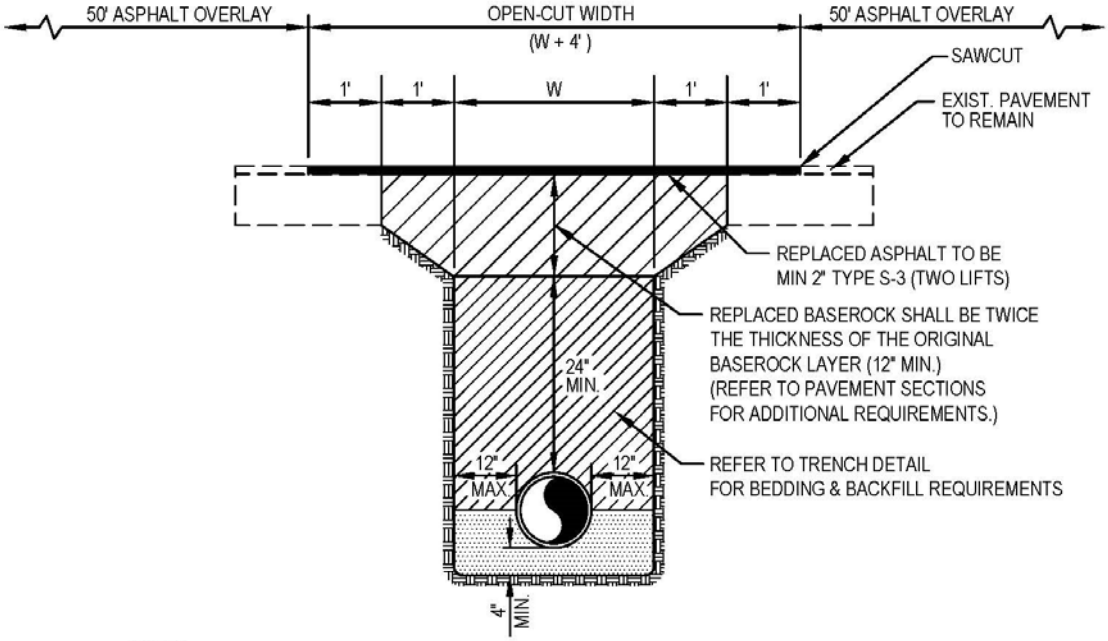


NOTES:

1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCK SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIALS SUCH AS LARGER ROCK, MUCK AND DEBRIS.

UTILITY TRENCH DETAIL

N.T.S.



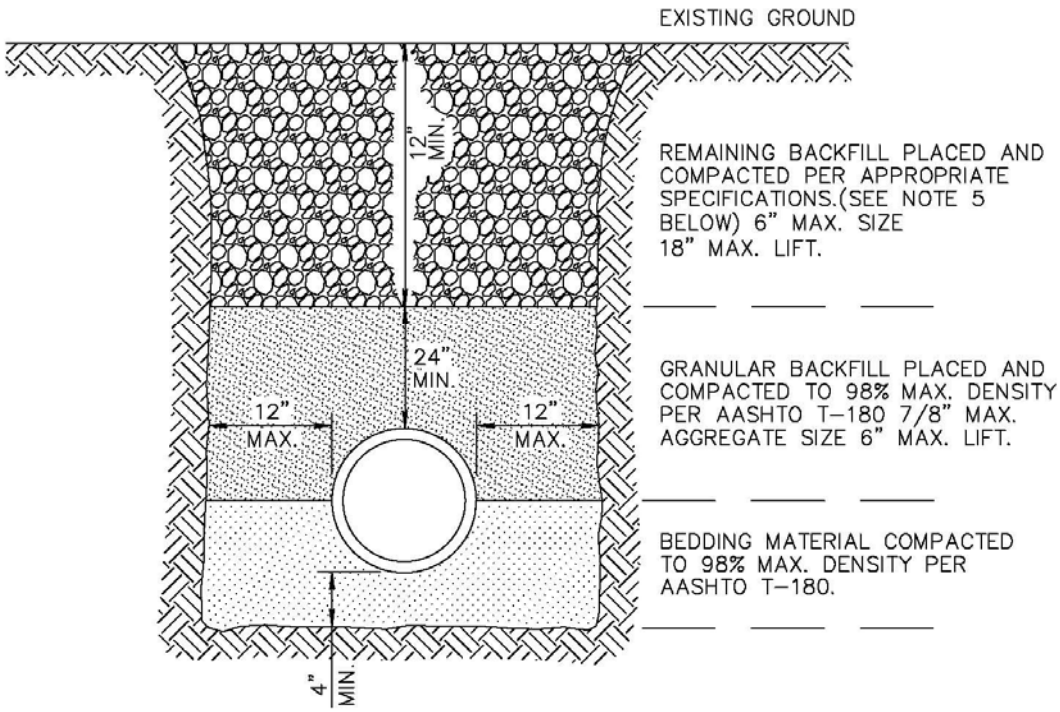
NOTES:

1. PAVEMENT OVERLAY MAY BE REQUIRED IN OPEN-CUT AREAS AT THE DISCRETION OF THE CITY ENGINEER.
2. THE CONTRACTOR SHALL COMPLY WITH APPLICABLE TRENCH SAFETY REGULATIONS.
3. FINISHED SURFACE SHALL HAVE SMOOTH FINISH & SHALL MATCH FLUSH TO SURROUNDING PAVEMENT.
4. ASPHALT OVERLAY SHALL EXTEND A MINIMUM OF 50' BEYOND THE LIMITS OF THE OPEN CUT.

PAVEMENT OPEN-CUT DETAIL

N.T.S.

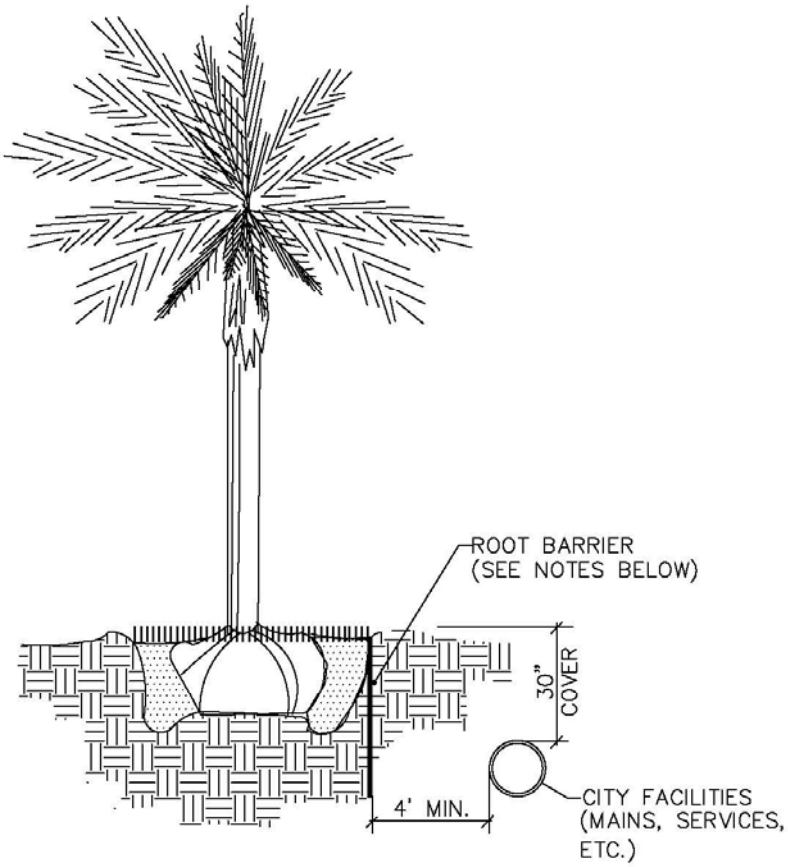
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	UTILITY TRENCH AND PAVEMENT OPEN-CUT	DETAIL NO. 21 ISSUED: 05/10/13



NOTES:

1. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGE ROCKS SHALL BE REMOVED; BEDDING MATERIAL AND BACKFILL CONSISTING OF WASHED AND GRADED LIMEROCK 3/8" -7/8" SIZING.
2. THE PIPE AND/OR STRUCTURE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE AND/OR STRUCTURE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK, AND DEBRIS.
5. COMPACT BACKFILL TO 98% DENSITY UNDER PAVEMENT AND TO 95% DENSITY ELSEWHERE.(AASHTO T-180)
6. COMPACTION AND DENSITY TESTS SHALL BE COMPLETED DURING BACKFILL OPERATIONS, CONTRACTORS NOT FOLLOWING THIS PROCEDURE, FOR WHATEVER REASONS, SHALL BE REQUIRED TO RE-EXCAVATE THE AREA IN QUESTION, DOWN TO THE BEDDING MATERIAL, THEN BACKFILL FOLLOWING THE ABOVE PROCEDURES.

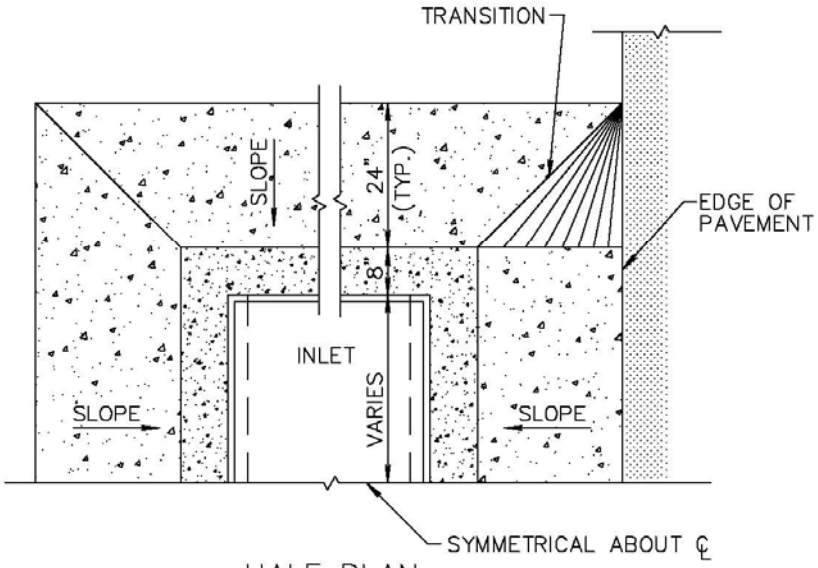
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	TYPICAL BACKFILL DETAIL	DETAIL NO. 22 ISSUED: 05/15/13



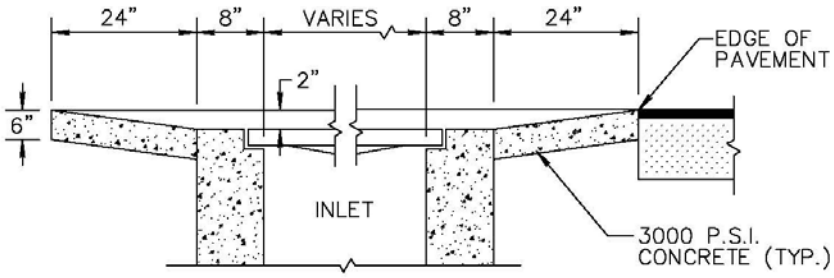
NOTES:

1. ALL ROOT BARRIERS SHALL BE 4' MINIMUM FROM ALL CITY FACILITIES.
2. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH CITY AND INSPECTED BY CITY PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
3. ROOT BARRIERS SHALL BE MINIMUM 36" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 36" PANELS MANUFACTURED BY BIOBARRIER.
4. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	TYPICAL TREE WITH ROOT BARRIER	DETAIL NO. 23 ISSUED: 05/15/13



HALF PLAN



SECTION

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	INLET APRON DETIAL	DETAIL NO. 24 ISSUED: 05/15/13

1. THE INTENT OF EROSION CONTROL MEASURES INDICATED GRAPHICALLY ON PLANS IS TO PROVIDE A BARRIER TO CONTAIN SILT AND SEDIMENT ON THE PROJECT SITE. THIS REPRESENTATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE TEST OF EROSION CONTROL EFFECTIVENESS IS NOT TO BE DETERMINED BY ADHERENCE TO THE REPRESENT SET FORTH ON THE DRAWINGS AND SPECIFICATIONS, BUT BY MEETING THE REGULATIONS SET FORTH BY THE AUTHORITY HAVING JURSDICTION OVER WATER QUALITY CONTROL AND OTHER SEDIMENTATION RESTRICTION REQUIREMENTS IN THE REGION.

2. APPROVED EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CLEARING GRADING, EXCAVATION, FILLING, OR OTHER LAND DISTURBANCE ACTIVITIES, EXCEPT THOSE OPERATIONS NEEDED TO INSTALL SUCH MEASURES.

3. INSPECTION OF ALL EROSION CONTROL MEASURES SHALL BE CONDUCTED WEEKLY, OR AFTER EACH RAINFALL EVENT. REPAIR, AND/OR REPLACEMENT OF SUCH MEASURES SHALL BE MADE PROMPTY, AS NEEDED.

4. KEEP DUST WITHIN TOLERABLE LIMITS BY SPRINKLING OR OTHER ACCEPTABLE MEANS.

5. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED IF DEEMED NECESSARY BY ONSITE INSPECTION.

6. FAILURE TO PROPERLY INSTALL AND MAINTAIN EROSION CONTROL PRACTICES SHALL RESULT IN CONSTRUCTION BEING HALTED.

7. DRAINAGE INLETS SHALL BE PROTECTED BY FILTER AND GRADED ROCK AS PER INLET PROTECTION DETAIL.

8. ANY ACCESS ROUTES TO SITE SHALL BE BASED WITH CRUSHED STONE, WHERE PRACTICAL.

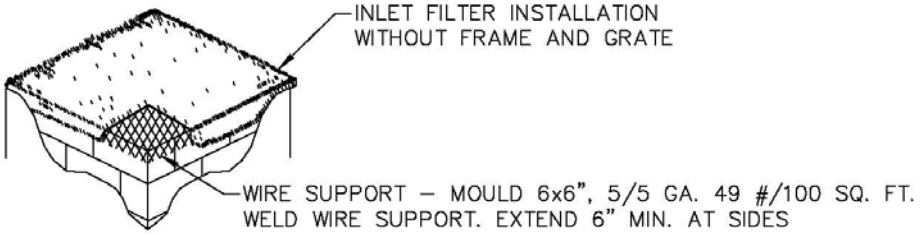
9. EROSION CONTROL MEASURES ARE TO BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

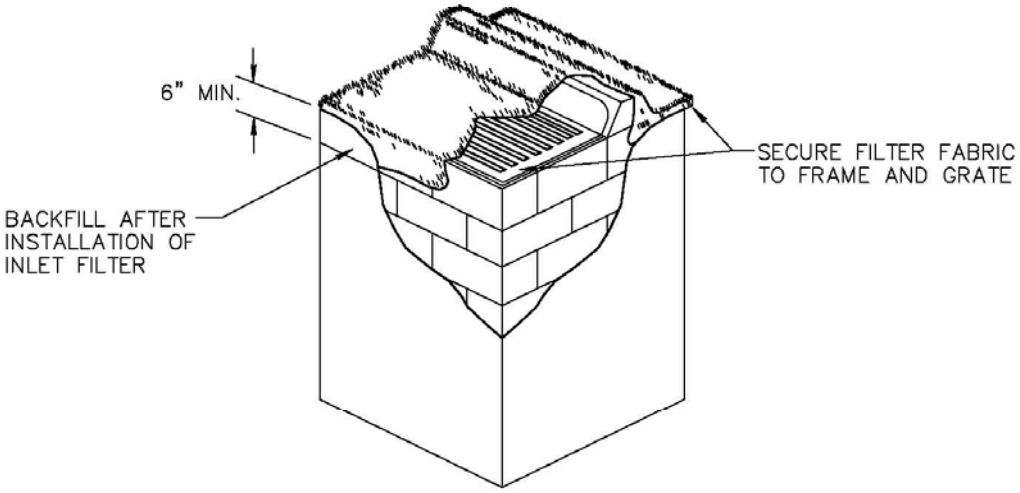
10. WHENEVER FEASIBLE, NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED.

11. ALL WORK IS TO BE IN COMPLIANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF DELRAY BEACH.

12. DISCHARGE FROM DEWATERING OPERATIONS SHALL BE RETAINED ONSITE IN A CONTAINMENT AREA.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	EROSION CONTROL NOTES DETAIL	DETAIL NO. 25 ISSUED: 05/15/13





NOT TO SCALE

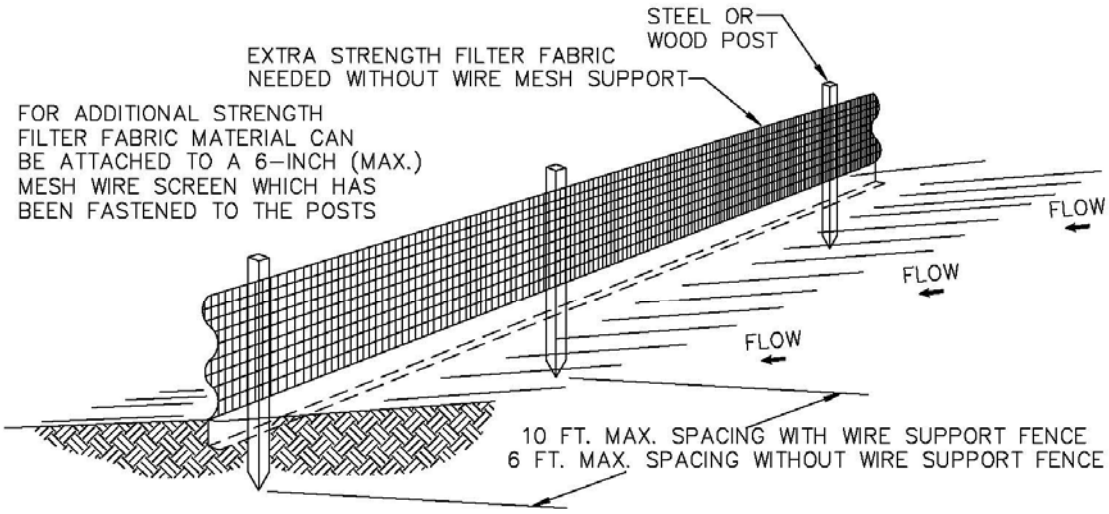
NOTES:

1. CONTRACTOR IS TO CLEAN INLET FILTER AFTER EVERY STORM.
2. CONTRACTOR TO REMOVE FABRIC JUST PRIOR TO PAVING.

A SEDIMENT TRAP WILL BE EXCAVATED BEHIND THE CURB AT THE INLET. THE BASIN SHALL BE AT LEAST 12 TO 14 INCHES IN DEPTH, APPROXIMATELY 36 INCHES IN WIDTH, AND APPROXIMATELY 7 TO 10 FEET IN LENGTH PARALLEL TO THE CURB.

STORM WATER WILL REACH THE SEDIMENT TRAP VIA CURB CUTS ADJACENT TO EACH SIDE OF THE INLET STRUCTURE. THESE OPENINGS SHALL BE AT LEAST 12 INCHES IN LENGTH. STORM WATER MAY ALSO REACH THE BASIN VIA OVERLAND FLOW LAND AREA BEHIND THE CURB. THE CURB CUTS SHALL BE REPAIRED WHEN THE SEDIMENT TRAP IS REMOVED.

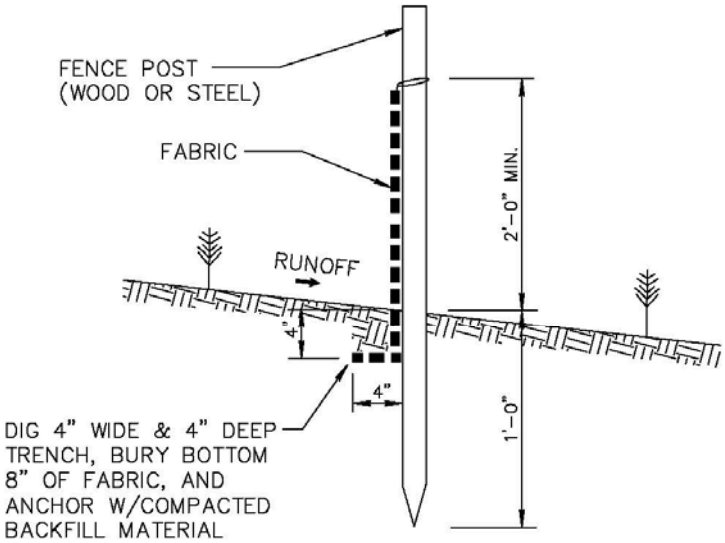
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	INLET FILTER DETAIL	DETAIL NO. 26 ISSUED: 05/15/13



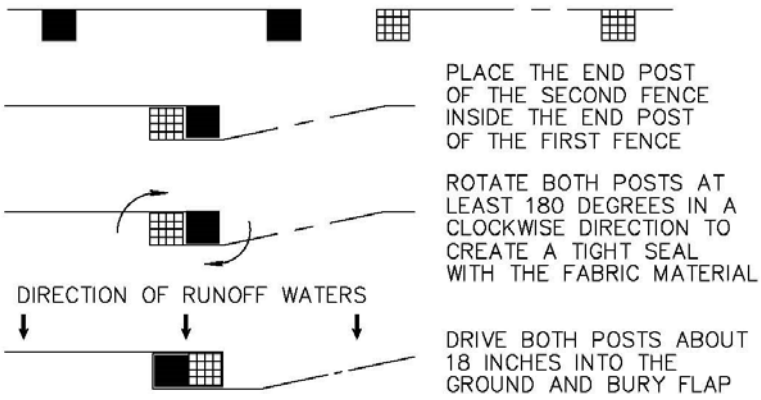
NOTES:

1. THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).
4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG, TIE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGIONAL GROUND SURFACE.
7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
8. ALL PROJECTS REQUIRE SUBMITTAL OF POLLUTION PREVENTION PLAN (PPP).
9. ALL PROJECTS 1 AC. OR MORE MUST SUBMIT NOTICE OF INTENT (NOI) TO FDEP.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	SILT FENCE INSTALLATION DETAIL	DETAIL NO. 27 ISSUED: 05/15/13

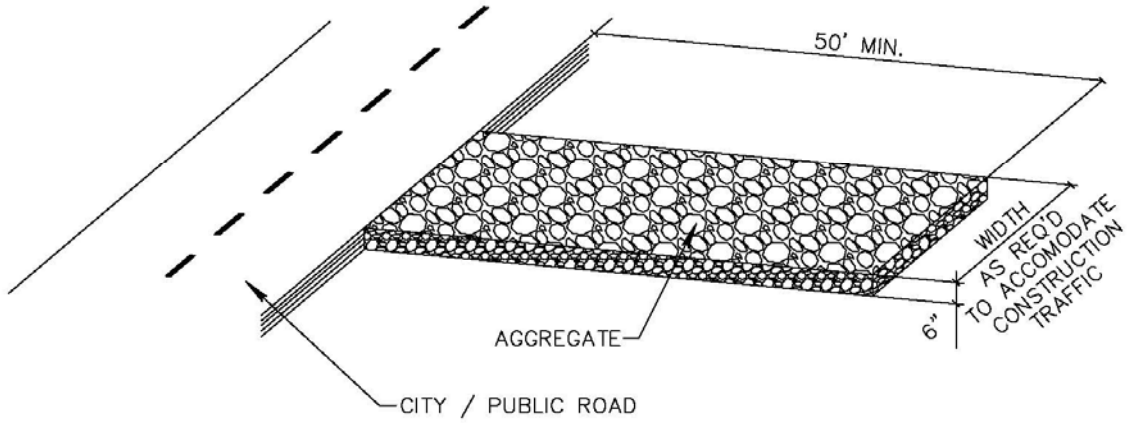


SILT FENCE SECTION
NOT TO SCALE



ATTACHING TWO SILT FENCES
NOT TO SCALE

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	SILT FENCE INSTALLATION DETAIL	DETAIL NO. 28 ISSUED: 05/15/13

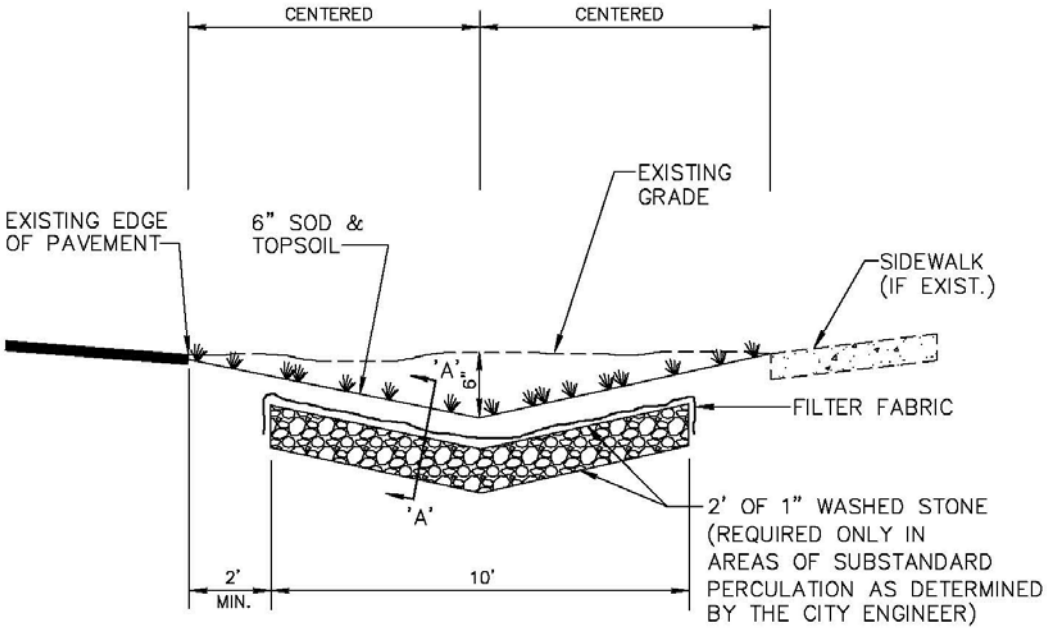


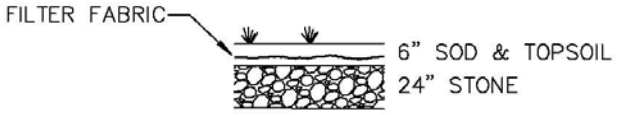
NOTE:

A CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AND CONTAIN AN AGGREGATE LAYER (FDOT AGGREGATE NO.1), AT LEAST 6–INCHES THINK. IT MUST EXTEND TO THE WIDTH OF THE VEHICULAR INGRESS AND EGRESS AREA.

CITY/ PUBLIC ROAD TO BE KEPT FREE OF DEBRIS AND AGGREGATE

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	STABILIZED CONSTRUCTION ENTRANCE DETAIL	DETAIL NO. 29 ISSUED: 09/10/13



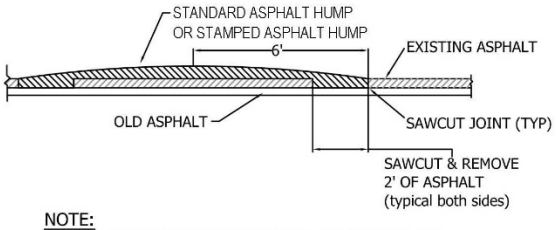


SECTION 'A'–'A'
NOT TO SCALE

NOTE:

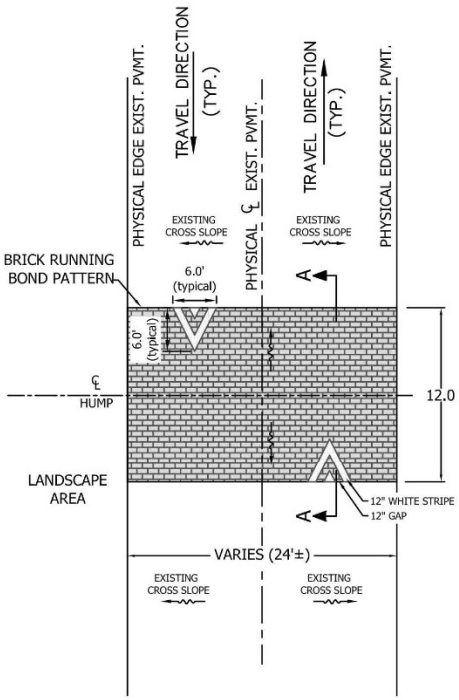
1. CONTRACTOR TO REPLACE ALL IRRIGATION, TREES & SHRUBBERY IN SWALES DAMAGED DURING CONSTRUCTION.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	SWALE REPLACEMENT DETAIL	DETAIL NO. 30 ISSUED: 05/15/13

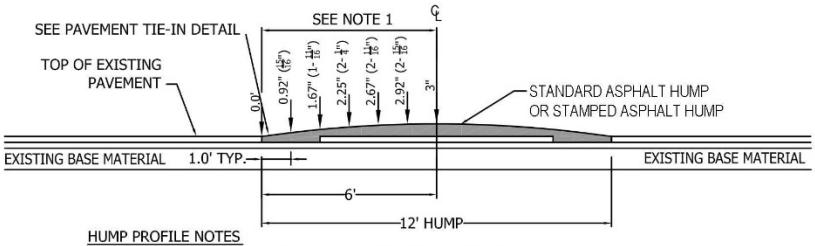


NOTE:
IF EXISTING BASE IS DISTURBED, BASE SHALL BE COMPACTED PRIOR TO PRIME/TACK COAT PLACEMENT.

PAVEMENT TIE-IN DETAIL



STAMPED ASPHALT DETAIL



HUMP PROFILE NOTES

1.) THESE DISTANCES SHOWN ARE DIMENSIONED FROM THE FINISHED EXISTING GRADE.

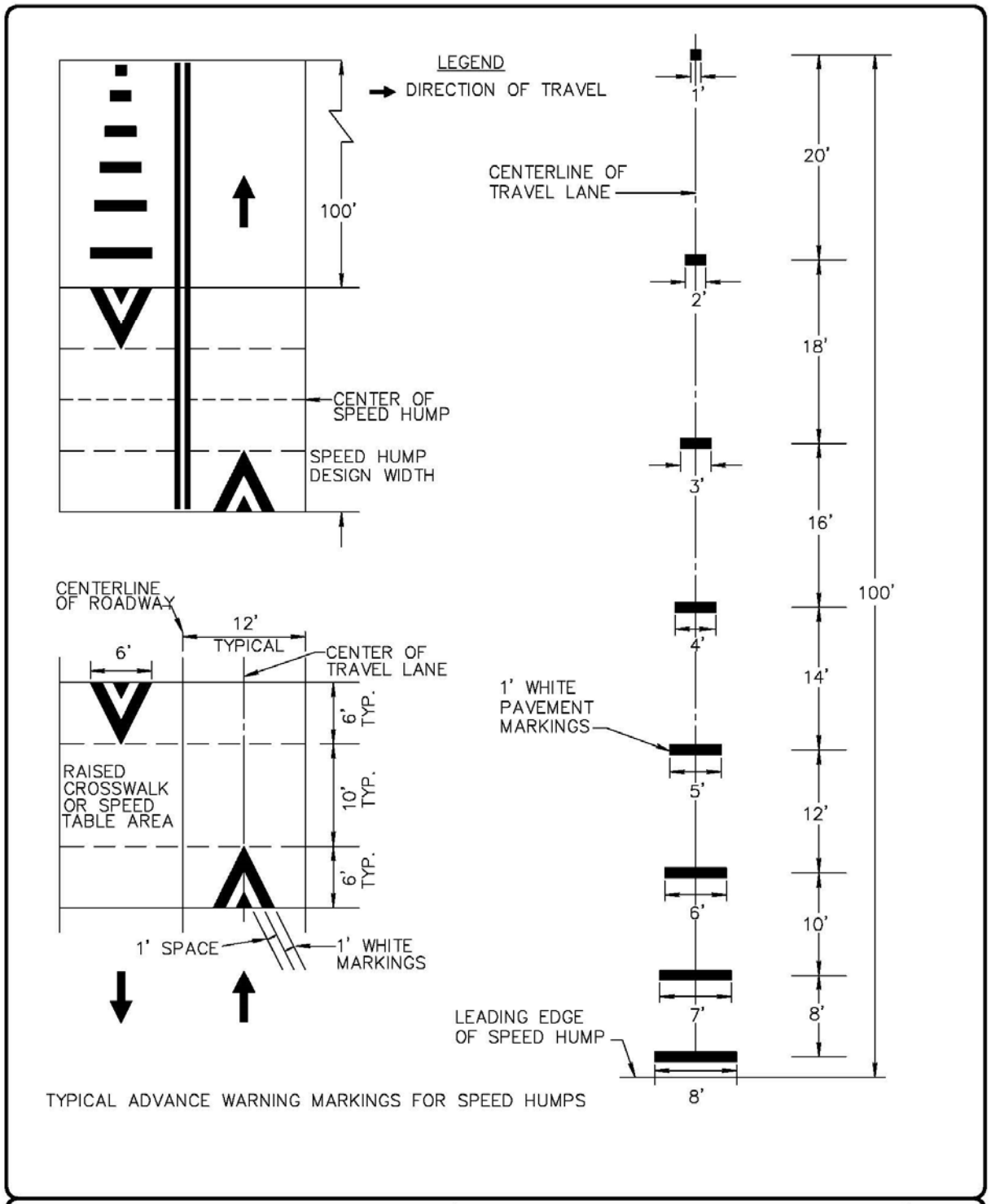
2.) ALL ASPHALT HUMP DIMENSIONS ARE SYMMETRICAL ABOUT CENTERLINE OF HUMP.

SECTION A-A

SECTION A-A NOTES

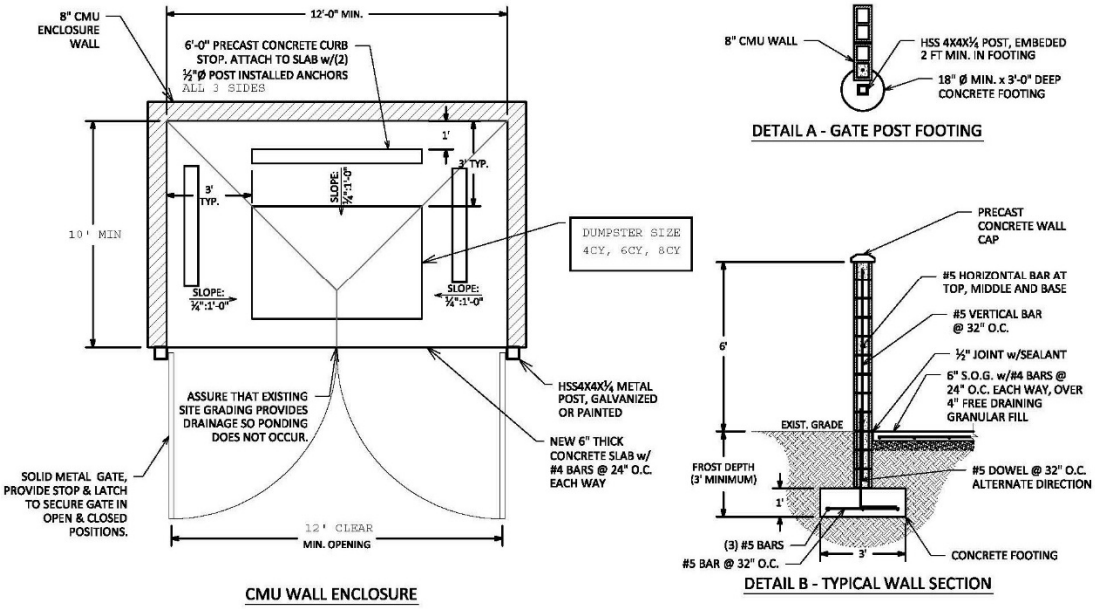
1. THESE DISTANCES SHOWN ARE DIMENSIONED FROM EXISTING PAVEMENT.
2. ALL ASPHALT HUMP DIMENSIONS ARE SYMMETRICAL ABOUT CENTERLINE OF HUMP.
3. SAWCUT CLEAN, STRAIGHT EDGE AT FOOTER/ASPHALT INTERFACE.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	ASPHALT SPEED HUMP	DETAIL NO. 31 ISSUED: 09/18/13



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT	SPEED HUMP PAVEMENT MARKING DETAIL	DETAIL NO. 32 ISSUED: 05/15/13

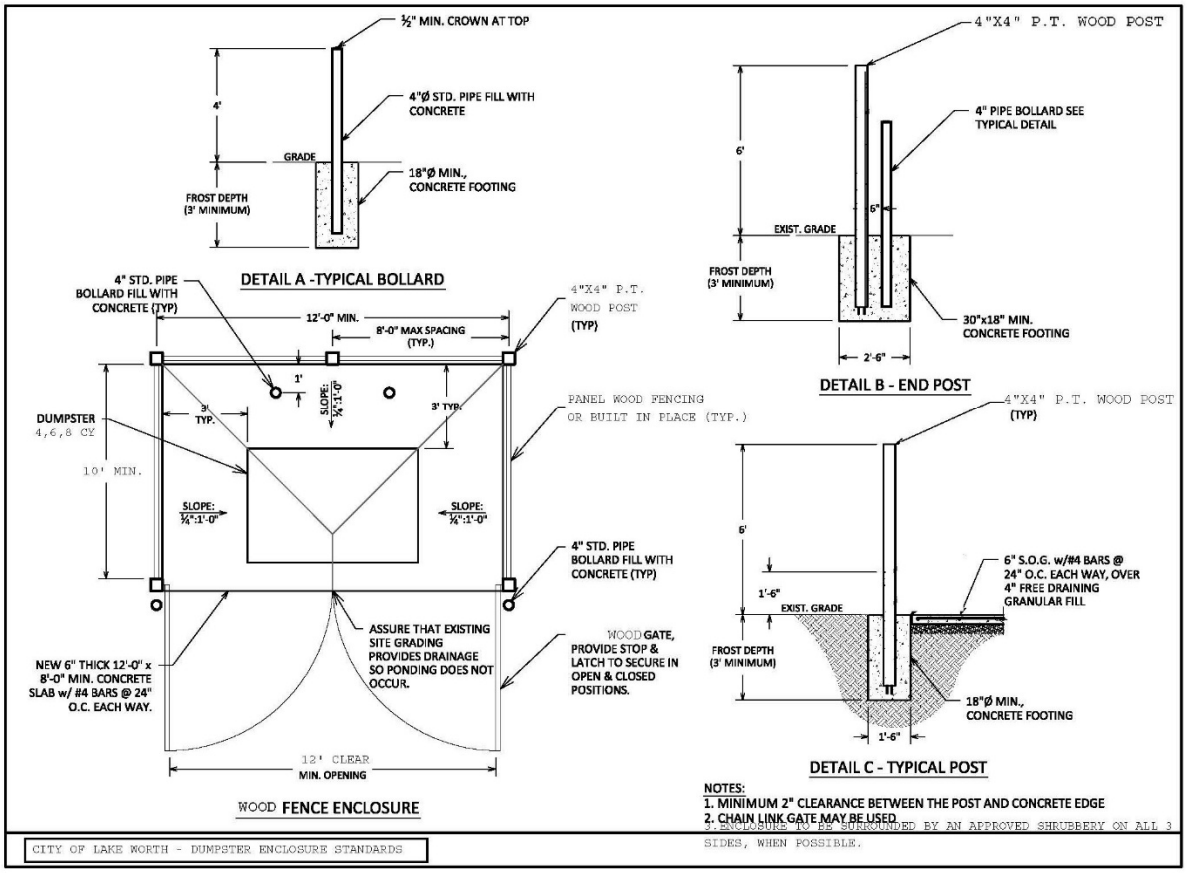
CMU DUMPSTER ENCLOSURE



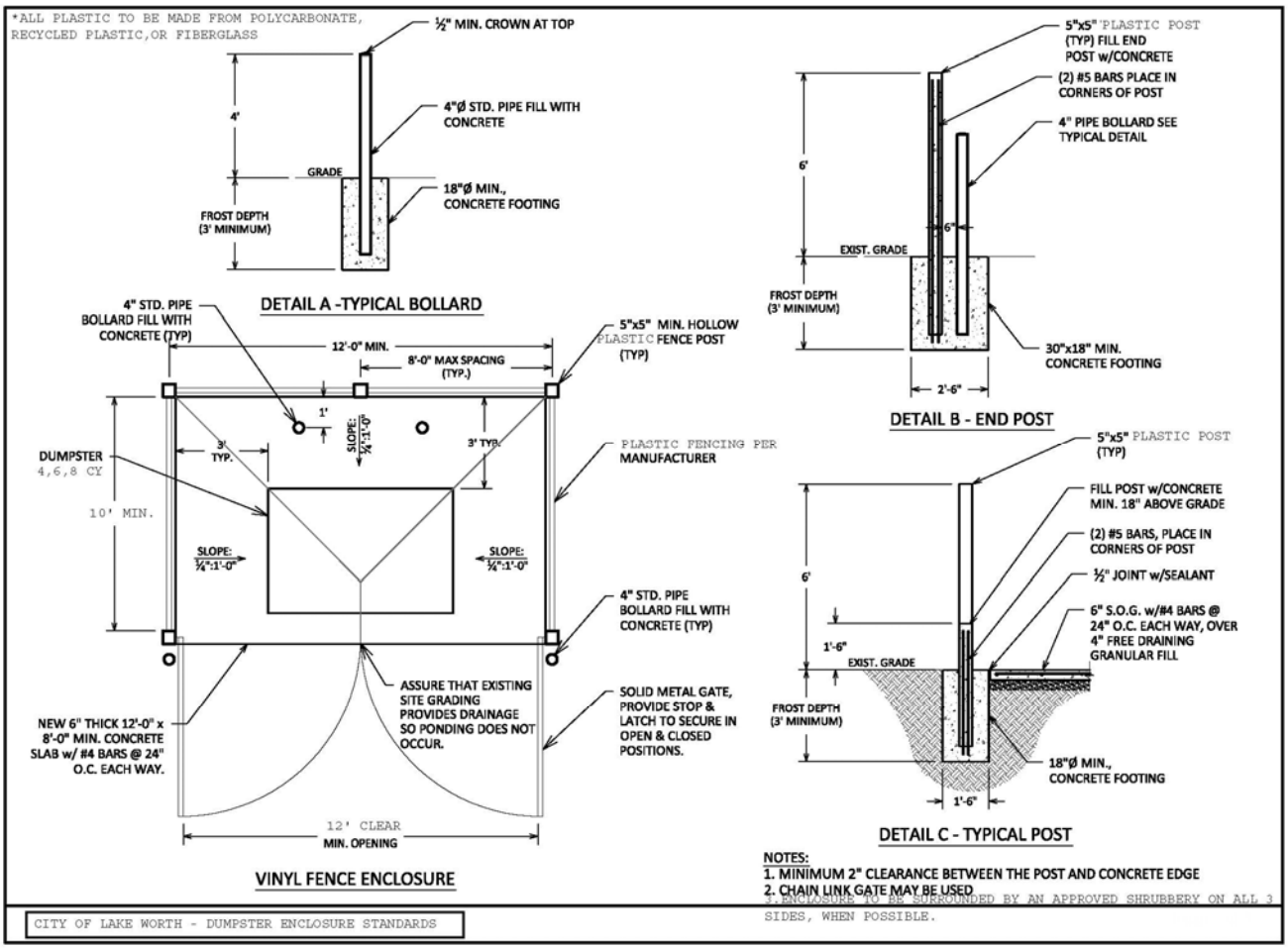
NOTES:
1. CHAIN LINK GATE MAY BE USED PROVIDED THAT THE GATE HAS 3 ½" X 5" PVC PRIVACY SLATS
2. MINIMUM 2" CLEARANCE BETWEEN THE POST AND CONCRETE EDGE
3. ENCLOSURE TO BE SURROUNDED BY AN APPROVED SHRUBBERY ON ALL 3 SIDES, WHEN POSSIBLE.

CITY OF LAKE WORTH - DUMPSTER ENCLOSURE STANDARDS

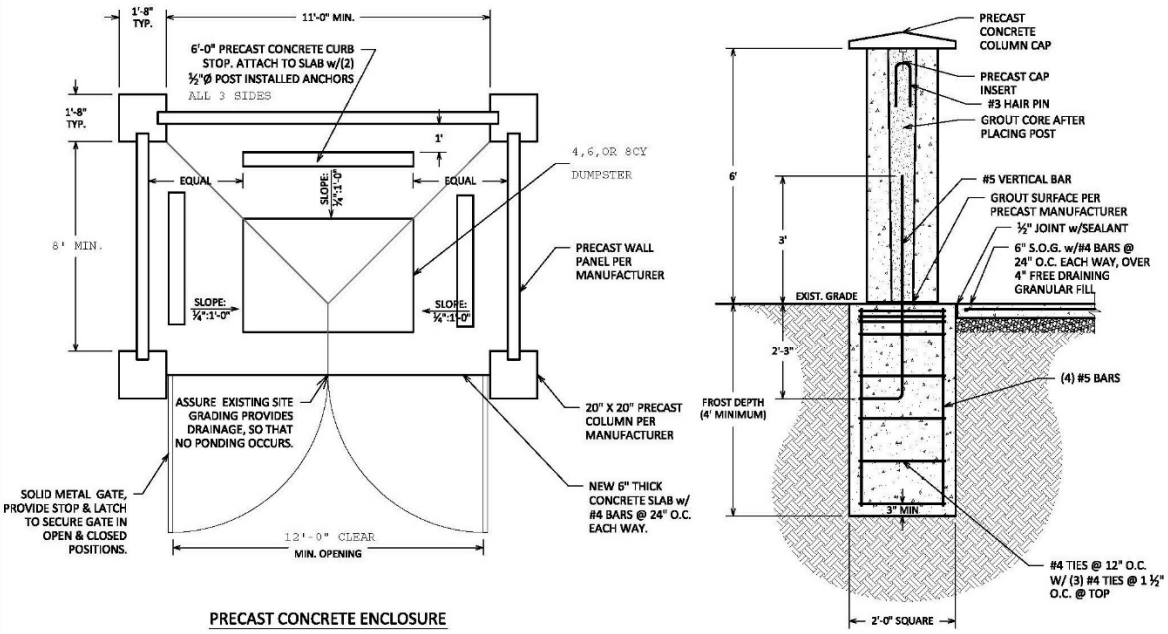
WOOD FENCE ENCLOSURE



PLASTIC* FENCE DUMPSTER ENCLOSURE



PRECAST CONCRETE DUMPSTER ENCLOSURE

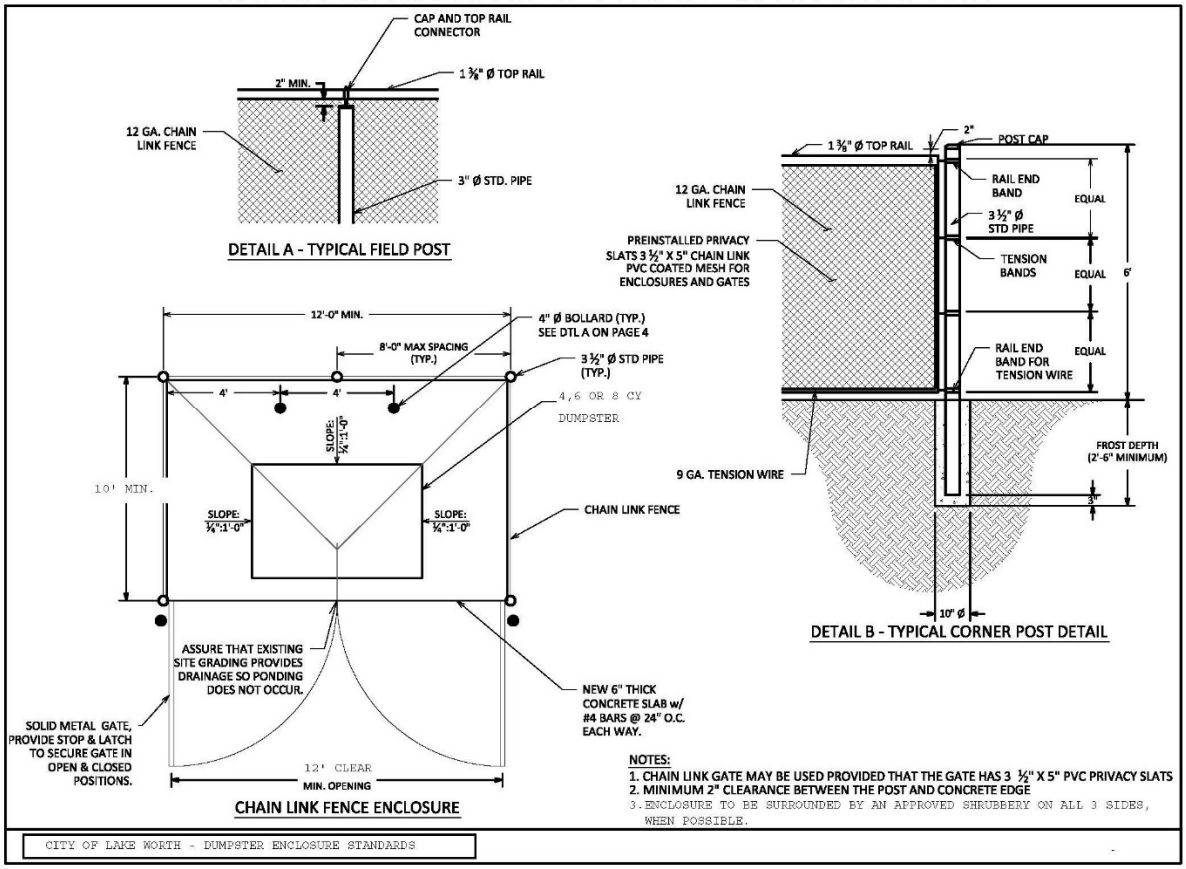


NOTES:

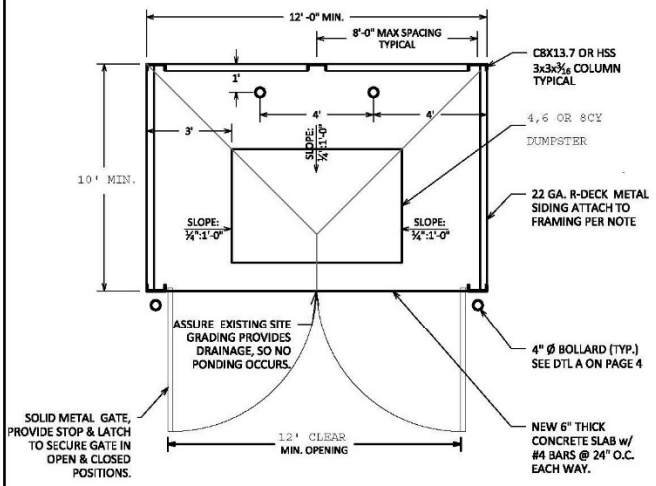
1. PRECAST MANUFACTURER TO DESIGN COLUMNS & WALL PANELS FOR LOAD REQUIREMENTS
2. CHAIN LINK GATE MAY BE USED PROVIDED THAT THE GATE HAS 3 ½" X 5" PVC PRIVACY SLATS
3. ENCLOSURE TO BE SURROUNDED BY AN APPROVED SHRUBBERY ON ALL 3 SIDES, WHEN POSSIBLE.

CITY OF LAKE WORTH - DUMPSTER ENCLOSURE STANDARDS

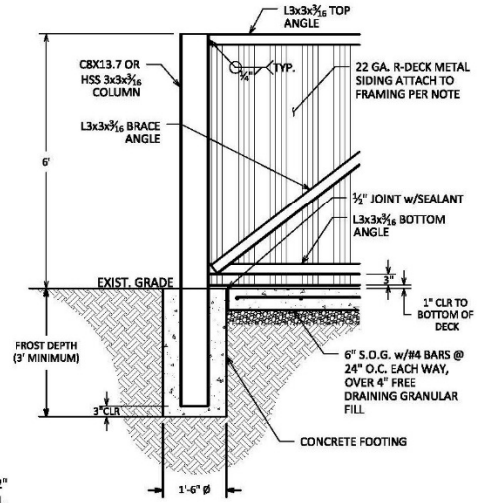
CHAIN LINK FENCE DUMPSTER ENCLOSURE



METAL FENCE ENCLOSURE



METAL FENCE ENCLOSURE



DETAIL A - TYPICAL POST DETAIL

NOTES:
1. ALL STEEL MEMBERS TO BE ASTM A36 STEEL, PRIMED AND PAINTED.
2. WELDS TO BE DONE BY CERTIFIED WELDER. WELDS TO BE PERFORMED USING E70XX ELECTRODE MINIMUM.
3. METAL SIDING TO BE PRIMED AND PAINTED OR GALVANIZED. ATTACH TO TOP AND BOTTOM MEMBERS AT 12" O.C. WITH ¾"Ø PUDDLE WELDS, HILTI X-EDN PIN, OR #12 TEKS SCREWS. SIDE LAP PANEL CONNECTIONS SHALL BE AT 18" O.C. USING EITHER 1 ½" TOP SEAM WELDS OR #12 TEKS SCREWS.
4. HILTI PINS OR TEKS SCREW CONNECTORS (IF USED) ARE TO BE GALVANIZED.
5. PRIME AND PAINT OR OTHERWISE SEAL ALL CONNECTIONS TO PROTECT AGAINST WEATHER. OWNER SHALL BE RESPONSIBLE TO MAINTAIN SEALANTS AND PREVENT METAL FROM RUSTING OR OTHERWISE DEGRADING.
6. CHAIN LINK GATE MAY BE USED PROVIDED THAT THE GATE HAS 3 ½" X 5" PVC PRIVACY SLATS
7. MINIMUM 2" CLEARANCE BETWEEN THE POST AND CONCRETE EDGE
8. ENCLOSURE TO BE SURROUNDED BY AN APPROVED SHRUBBERY ON ALL 3 SIDES, WHEN POSSIBLE.

CITY OF LAKE WORTH - DUMPSTER ENCLOSURE STANDARDS

DEVELOPMENT DESIGN STANDARDS AND REQUIREMENTS

The City of Lake Worth's Public Services Department is committed to building and maintaining rights-of-way that promote the health, safety, and well-being of its citizens and visitors. As a predominantly built out City, it is important that future construction, rehabilitation, and development work be performed in a uniform and regulated manner so as to maintain a high standard of quality in the City's municipal right-of-way system.

The Development Design Standards and Requirements provided in this Policy and Procedure Manual shall dictate the administration of the right-of-way associated with development and right-of-way use.

(1) When the street or alley is totally contained within a subdivision or development project, all improvements necessary to accommodate the demands and impacts of the project shall be provided.

(2) When the street or alley is located on a boundary of the project, the project is responsible for providing all of the current costs of such improvements along its property line. The following are two possible examples:

A. When access to the project is provided from a local street and/or alley, then the project must provide appropriate traffic lanes and pedestrian facilities in order to provide continuous paved access from the nearest paved street or alley to the project in addition to the improvements on its side of the center line of right-of-way.

B. When additional travel lanes are required to accommodate demands made by the project, then the project needs to provide such additional traffic lanes in addition to the improvements on its side of the center line of right-of-way and those required by this section.

(3) Off-site improvements such as work along the property frontage or elsewhere along the right of way must be provided as required by conditions of approval on the development application.

(4) The following principles of street and alley design/layout shall be followed in the platting of subdivisions and development of single lots and tracts of land larger than single lots:

A. The arrangement, character, extent, width, grade, and location of all streets shall conform to the current Palm Beach County Thoroughfare Road Design Procedures, the Florida Department of Transportation Design Standards, or the Transportation Element of the Comprehensive Plan. Also, these factors shall be considered in their relation to existing and planned streets, to topographic conditions, to public convenience and safety, in their appropriate relationship to the proposed use of the land to be served by such streets, and the most advantageous development of the surrounding area.

B. A proposed street or alley layout shall provide for the continuation or projection of existing streets and alleys in the surrounding area unless the Planning and Zoning Board or the Historic Resources Preservation Board deems such extension undesirable for specific reasons of topography or design.

C. Any new street or alley that is an extension of an existing street or alley shall at a minimum have the same width of right-of-way and be paved to the same widths as the existing street or alley provided that it must meet the minimum construction standards of these regulations and that such widths meet the minimum requirements of this Section.

D. Residential streets, alleys and access roadways shall be laid out to discourage through traffic, but provision for street and alley connections into and from adjacent areas will generally be required.

E. Where development abuts, or contains, an existing or proposed arterial street, the City may require marginal access streets, reverse frontages with screen planting contained in a non-access reservation along the rear property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic. (Right of way dedication, landscape easement, or landscape buffer to City)

F. Traffic calmed streets are recommended for minor collector and local streets in order to discourage excessive vehicular speeds and to provide opportunity for attractive vistas utilizing speed humps, bulb outs, landscaping, and other features that may give the appearance of a narrow roadway.

(5) Design Requirements: The following standards shall be met in the design of all streets or alleys.

(A) Intersections:

i. Roads shall be laid out to intersect as nearly as possible at right angles. No road shall intersect another at an angle of less than 60 degrees.
ii. Intersections involving junction of more than two roads are prohibited

except where found to be unavoidable.

iii. Street jogs with center line off-sets less than 125' shall be avoided.

(B) Property line radii shall be as follows:

i. 20' along local roads
ii. Greater than 20', as determined by the Public Services Director, at intersections which are less than 60 degrees

(C) Paving Widths:

Minimums: The following are the minimum paving widths which are required for the category of street or alley.

CATEGORY	MINIMUM PAVING WIDTHS
Major Collector	26 Feet
Minor Collector	26 Feet
Local	26 Feet
Alleys (Residential/Commercial)	10 Feet

(D) Additional Paving: Additional width may be required by the Public Services Director to promote public safety and welfare, and to assure adequate access, circulation, and parking in high-density residential areas, commercial areas, and industrial areas. To determine the necessity for additional pavement, the Public Services Director may require the applicant to furnish a traffic impact analysis and, based upon this analysis, the Public Services Director shall determine the extent to which any additional paving will be needed.

(E) Reduction in Paving Width: A reduction in the required paving widths established in (5)(C) above, may be granted by the Public Services Director. (In certain cases as determined by the PS Director, the use of valley curb, header curb, or other mountable curb may count as part of the minimum paving width requirement)

(F) Dead-End Streets and Cul-De-Sacs:

i. Dead-end streets without provision of a turnaround are prohibited. Generally, a cul-de-sac shall be required; however, in unique situations where a cul-de-sac cannot reasonably be accommodated either a "T" or "hammerhead" turn around may be

accepted by the Planning and Zoning Board or the Historic Resources Preservation Board if approved by the Fire Marshal.

ii. Temporary Dead-Ends: If a street is to be a through street but shall terminate in a dead-end for a significant period of time, a temporary turnaround shall be provided. The temporary turnaround shall be paved unless otherwise provided for by the Planning and Zoning Board or Historic Resources Preservation Board.

iii. A dead-end street shall not exceed 1,000 feet except upon a finding by the Planning and Zoning Board or Historic Resources Preservation Board that one or more of the following would occur:

a. The preservation of natural features and resources
b. Elimination of unnecessary traffic in the area
c. Preservation or increasing of open space.

(G) Clearing and Grubbing: Unless specifically approved in the plans and specifications, the entire width of the right-of-way shall be cleared and grubbed in accordance with the DOT Specifications.

(H) Excavation and Embankment: Excavation and fill, if called for in the approved plans and specifications, shall be in accordance with the applicable portions of the DOT Specifications.

(I) Subgrade: The subgrade shall be uniformly stabilized to a depth of twelve inches to produce a Florida bearing value of 75 psi or LBR 100, in accordance with the DOT Specifications. A compaction of 98% of the maximum density as determined by AASHTO Method T-180 shall be deemed sufficient. The subgrade shall be brought to true grade and approved by Public Services (or appointed party) prior to installation of the base course.

(J) Base Course:

i. A base course of limerock or crushed concrete shall have a minimum depth of eight inches (limerock) or ten inches (crushed concrete) after compaction, and shall be compacted in two layers to the 98% dry density, all in accordance with the provisions of Section 200 of the DOT Specifications. The width of the base course shall exceed the width of pavement as called for in the approved plans and specifications by 12 inches on each side. The use of forms for this course will not be required, and the use of suitable equipment shall be approved by Public Services (or appointed party). The base course shall be inspected and approved by the Public Services (or appointed party) prior to installation of the prime coat.

ii. In case the above materials are not available, the Public Services Director may allow deviations from the above specifications on a case by case basis. Alternate base materials must conform to DOT Specifications.

(K) Priming: After approval, the base course shall be primed and a tack coat applied all in accordance with the DOT Specifications.

(L) Surface Course: The surface course shall be S-I or S-III hot laid asphaltic concrete and shall have a minimum depth of 1-1/2 inches after compaction. Width of paving shall be as called for in the approved plans and specifications and all work shall be in accordance with the applicable portions of the DOT Specifications. Final inspection and approval of the surface course by the Public Services (or appointed party) shall be required.

(M) Clean Up: The site shall be cleared of all debris, excess fill, and equipment in a good and workmanlike manner as approved by Public Services (or appointed party).

(N) Grade, Drainage: Public Services (or appointed party) shall approve the grade and drainage facilities for all construction before a permit shall be issued therefor.

(O) Specifications for Curbs and Gutters: Where the road section approved by the Commission calls for curbs and gutters, they shall be constructed of Class I concrete with a minimum strength of 3,000 psi in accordance with DOT Specifications.

(P) Sidewalks: The primary purpose of sidewalks is to provide a safe place for pedestrian travel. Generally sidewalks are required along both sides of all streets. Sidewalks and curb ramps shall meet the requirements of ADA.

Widths:

a. Low Density Residential Areas 5’
b. Medium and High Density Residential Areas 5’ to 8’
c. Commercial Areas 5’ to 10’
d. Other Areas 5’

*Areas that are on County or State maintained rights-of-way shall meet the requirements above or those of the governing agency, whichever are greater.

i. Sidewalks shall be constructed within the street right-of-way (or easement or tract) and shall be constructed adjacent to the right-of-way (easement or tract) line.

ii. Where possible, a strip of grass or landscape area of a least two feet in width shall separate sidewalks from the street pavement or curb section, as applicable.

iii. Sidewalks shall be constructed with concrete; however, when the sidewalk is to function both as a pedestrian way and a bicycle pathway it may have concrete or asphalt as its finished surface.

iv. Concrete sidewalks, which are located in driveways, shall have a minimum depth of six inches (6") and shall be constructed of Class I concrete with a minimum strength of 3,000 p.s.i.

v. Sidewalks shall be constructed through asphalt driveways.

vi. Sidewalks shall be constructed prior to the issuance of a certificate of occupancy for the property upon which they abut. However, installation of sidewalks within a residential subdivision may be deferred pursuant to an agreement which provides for the installation of a majority of the sidewalks at a given point in time. The Planning and Zoning Board or Historic Resources Preservation Board may require that all sidewalks be installed within a development either at a time certain or upon reaching a certain percentage of build-out of the development. Where a residential or commercial property is performing improvements, it shall be required to construct new sidewalk and curb and gutter for every portion that abuts the right of way prior to the final completion of that project.

vii. Residential: Relief from Sidewalk Installation

a. Alternative System: Within residential developments, an alternativepedestrian way system may be provided and, if deemed acceptable by the Planning and Zoning Board or Historic Resources Preservation Board, it may substitute for sidewalks along the street system.
b. Waiver: Where it is clear that the sidewalk system will not serve its intended purpose, the requirement for sidewalks on both sides of a street may be reduced to installation of a sidewalk along only one side of the street, during the site plan review process, as appropriate.

viii. Non-Residential: Relief from Sidewalk Installation

a. Where it is clear that the sidewalk will not serve its intended purpose, the requirement for installation of a sidewalk adjacent to the property being developed may be waived during site plan approval.

b. Payment In-lieu of Installation: In situations where it is inappropriate to install a sidewalk concurrent with development, the sidewalk installation requirement may be met by the payment of funds sufficient to install the sidewalk. Such funds shall be escrowed and used, at a later date, for the installation of sidewalk improvements.

(Q) Driveways and Points of Access: Regulation of the configuration of driveways and limitations on the points of access from private property onto street systems are necessary to provide for safe and efficient control of vehicular movement.
Access Requirements and Restrictions:

i. All buildings and structures shall be on a lot that accesses a paved street, alley, or road. All buildings and structures shall be located on lots in such a manner as to provide for safe and convenient access for servicing, fire protection, and required off-street parking.

ii. Where commercially zoned property is adjacent to, but separated by a street from single family zoned property, the commercially zoned property shall not use such separating street as access unless no other means of ingress and egress to the commercially zoned property exists.

iii. All improved lots shall have frontage on a paved private or public street. All access to improved lots shall be from a paved private or public street, road, or alley. If paved access is not available the development must provide continuous paved access from the site to the nearest paved street, road or alley.

iv. Where commercially zoned property abuts an alley, the commercial property shall provide for paved access through the alleyway from the full property frontage to the nearest intersecting street.

v. Where residentially zoned property abuts an alley, the residential property shall provide for paved access from the full property frontage up to the nearest intersecting street. Should it be determined by Public Services that paving the alleyway be unnecessary, provisions shall be made for the residential property to provide for a level and graded shellrock access alley.

vi. All streets and alleys shall be defined by being a dedicated right-of-way (for public streets) or as a tract of land (private streets) dedicated by plat or recorded easement, whichever is applicable.

(R) Sight Distance: Shall be provided at the intersection of driveways and streets.
Sight Visibility Triangle Measurements:

i. Driveway Intersecting Street or Alley: The area on both sides of a driveway formed by the intersection of a driveway and a street or alley with a length of ten (10) feet along the driveway, a length of ten (10) feet along the street or alley right-of-way and the third side being a line connecting the ends of the other two lines.

ii. Alley Intersecting Street: The area formed by the intersection of an alley and a street with a length of ten (10) feet along the alley right-of-way, a length of twenty (20) feet along the street right-of-way, and the third side being a line connecting the ends of the other two lines.

iii. Rights-of-Way Intersecting in Single Family Residential Areas: For single family residential zoned property, the area of the property located at the corner formed by the intersection of two public rights-of-way with two sides of the triangular area being twenty-five (20) feet in length along the abutting public right-of-way lines, measured from their point of intersection, and the third side being a line connecting the ends of the other two lines.

iv. Intersections: When an accessway intersects a public right-of-way, all visual obstructions within the sight visibility triangle shall provide unobstructed cross-visibility at a level between three (3)

feet and six (6) feet. Trees or palms having canopy limbs, foliage, and fronds shall be maintained in such a manner that cross visibility is provided. One tree or palm shall be permitted, providing the mature trunk diameter does not exceed fifteen (15) inches. Trees shall not be located within six (6) feet from the edge of any uncurbed accessway pavement. Trees may have a four (4) foot offset from the face of a non-mountable type curb.

v. Landscape Nodes: All trees, palms and hedges installed in medians within a right-of-way shall be constructed in compliance with FDOT specifications.

vi. A request for a relief from the sight visibility triangle dimensions may be granted by the Planning and Zoning Board or Historic Resources Preservation Board on a case-by-case basis and the review shall take into consideration neighborhood characteristics such as the locations of schools, parks, and other community facilities, and street characteristics such as the pavement width, width of the right-of-way to curb or sidewalk, curvature of the street, one-way directional traffic, presence of on-street parking spaces, speed limit and other similar elements.

(S) Driveways may be constructed of concrete or asphalt.

i. The Public Services Director may approve an alternative surface type subject to approval by the Commission upon application for a Variance Agreement, including, but not limited to, stamped concrete and paver brick. If the City has to perform maintenance within the rights-of-way, any alternative surface shall be replaced with concrete with a smooth, non-colored, non-stamped finish.

ii. Driveways shall include that portion of the street located between the travelway (traffic lanes) and private property and said area shall be concrete or improved with an alternative surface as approved through the Variance Agreement process.

iii. If an alternative driveway surface other than concrete is selected, the subbase is to comply with standards outlined in this manual. The City encourages pervious forms of drive surfaces.

iv. Maintenance of concrete, asphalt, or alternative surface driveways constructed within the right-of-way is the responsibility of the abutting property owner. Existing non-compliant driveways that are present a liability due to cracking, non-compliance with ADA, etc. are to be repaired within 5 years of adoption of this manual.

v. All property owners, including but not limited to, duplexes, multi-family, and commercial, but, excluding single family homes, that are not in compliance with this section, prior to the adoption of this Manual, shall be required to come into compliance with this section within 5 years of the adoption of this Manual. Persons that received a variance exempting the property from this requirement allowing another type of surface prior to the effective date of this Manual are not required to comply with these provisions.

(T) Street Lighting: The development of property alongside a public or private street shall be responsible for the installation of street lights pursuant to the practice of the Lake Worth Electric Utility. Arrangements for the deferred installation of such lighting may be accommodated. The financial guarantee for such lighting may be a cash bond, retained by the City.

(U) Traffic Signals: When the traffic from a proposed development, combined with projected traffic at the time of completion of the development, warrants installation of a traffic signal, the installation of such a signal shall be required prior to issuance of a specified occupancy permit. Similarly, when a traffic signal exists but traffic from a proposed development will necessitate a change in the traffic signal, the effecting of such a change shall be required. The owner or developer shall be required to perform a Traffic Concurrency study at the determination of the site plan review committee and bring forth planned improvements in accordance with Palm Beach County Traffic or Florida Department of Transportation standards.

(V) Bicycle Trails, Paths, and Lanes: When a development is located between improved portions of a bicycle trail system, provisions shall be made for the completion of any unimproved linkage. For the purpose of this requirement, it is not necessary that the improved portion of the trail system abut or be adjacent to the property proposed for development.

DEDICATION AND IMPACT REQUIREMENTS

Roadway (Rights-of-Way)

(A) Dedication Required:

i. Streets, public or private, shall be shown on all subdivision plats as tracts dedicated for such purposes. When development occurs absent platting, such streets may be provided for through easements (private property) or dedication of right-of-way by deed (public property).

ii. When a street is contained entirely within a subdivision, the entire dedication may be provided at the discretion of the Site Plan Review Committee.

iii. When development is adjacent to an existing or planned street, the development shall be responsible for providing one-half of the ultimate right-of-way or such portion of the ultimate right-of-way which is yet undedicated and which is on that development's side of the ultimate right-of-way center line. In situations where there are unusual topographic features, greater or lesser dedications may be required.

(B) Compliance with Thoroughfare Plans:

i. Dedication of rights-of-way shall be consistent with the Palm Beach County Thoroughfare Road Design Procedures, the Florida Department of Transportation Design Standards, or the Transportation Element of the Comprehensive Plan.

ii. Proposed streets shall be extended to provide access to adjoining property, as appropriate.

(C) Standard Improvements: The standard improvements which are to be accommodated in street right-of-way are:

i. Travel lanes, including turning lanes

ii. Reconstruction of existing lanes to meet latest adopted standards based on the Pavement Condition Index (PCI) rating recommended treatment;

iii. Parking lanes, where appropriate;

iv. Drainage devices either curb and gutter or swale systems;

v. Pedestrian ways (sidewalks);

vi. Bicycle lanes or paths, where appropriate.

Such improvements shall be provided in accordance with design standards set forth in this manual.

(D) Right-of-Way Dimensions:

i. Right-of-way shall be provided for major and minor collector roads as shown for ultimate right-of-way width in this manual and in the Transportation Element of the Comprehensive Plan.

ii. The following right-of-way width is required for the category of other streets as identified, except as otherwise provided in the Transportation Element of the Comprehensive Plan:

STREET TYPE	WIDTH IN FEET
Major Collector	70 (min.)
Minor Collector	60
Local	40
Alleys	10

(E) Corner Clip: A right-of-way dedication will be required at all intersections of Commercial properties. This right-of-way dedication will consist of an area of property located at the corner formed by the intersection of two or more public rights-of-way with two sides of the triangular area being 20 feet in length along the abutting public right-of-way lines. Further, a dedication of 10 feet shall be required along both sides at the intersection of an alley and right-of-way. These areas are to be measured from their point of intersection, and the third side being a line connecting the ends of the other two lines. This right-of-way dedication will be referred to as a "corner clip" and is provided to ensure adequate right-of-way for the safe movement of pedestrians in the Commercial area. The request for relief from the corner clip requirement may granted by the Planning and Zoning Board or Historic Resources Preservation Board.

(F) Additional Width: Additional right-of-way width may be required to promote public safety and welfare; to provide for stormwater management; to provide adequate area for street trees; and to assure adequate access, circulation, and parking in high intensity use areas. Such a determination shall be made during the site plan review process and may be based upon the results of a traffic study or general knowledge of the City.

(G) Improvement Obligations: Concurrent, or prior to, construction associated with an approved development application, the development shall provide for the construction of off-site improvements as imposed as conditions of approval. Whenever subdivision, development, or redevelopment occurs on property where abutting streets are included in the Comprehensive Plan, Infrastructure Master Plan, Water/Sewer Master Plan, Stormwater Master Plan, or the Capital Improvement Program, provisions shall be made for the accommodation of such improvements.

Drainage Systems

(A) Whenever development occurs, provisions must be made to accommodate drainage which flows from the developed property.

(B) Whenever development occurs on property where drainage facilities are proposed by the Comprehensive Plan or Stormwater Master Plan, provisions shall be made for the accommodation of such facilities.

(C) Dedication Required:

i. Drainage facilities shall be shown on all subdivision plats within easements or rights-of-way dedicated for such purposes. When development occurs absent platting, such facilities may be contained within easements (private property) or dedication of right-of-way (public property).

ii. Sites for retention of drainage shall be shown within a tract dedicated for such purpose. Provisions for the perpetual maintenance of such tracts must be provided on the plat.

(D) Drainage Assessment: Any development application which deals with actual improvements shall be accompanied by a drainage assessment in which a plan for retention of drainage pursuant to adopted levels of service shall be provided.

(E) In addition to providing drainage facilities necessary to adequately serve the proposed development, approval of a development application may be conditioned with the construction of improvements which are necessary to convey drainage from the site or adjacent property through the site which is being developed and to a natural drainage course, canal, or municipal facility.

(F) Drainage facilities shall be extended from their existing terminus to the furthest boundary of the property involved in order to provide for the continuation of service. However, such extension shall not be required if it is determined that there is no reasonable need for such an extension in that there will be no use of it. Where it may not be practical to actually install such facilities concurrent with development of the proposed project, this obligation may be met through some form of payment. In this latter situation, easements for the mains shall be required.

(4) In the event that a proposed development is connecting to an existing stormwater structure, pipe, or appurtenance, the approval of the application may be conditioned with the requirement that the existing stormwater system is cleaned, televised, and determined to be in sound operating condition prior to accepting additional stormwater runoff, as determined by Public Services. The amount and length of cleaning and televising shall be determined within reasonable limits of the proposed property.

CONTRACTOR PREQUALIFICATION PROCESS

PREQUALIFICATION PROCEDURES

1. **GENERAL PROVISIONS**

1.1 Applicability and Scope

All Contractors, for construction projects estimated to exceed $25,000 in cost and where the bid, RFQ or competitive solicitation requires the prequalification, must be prequalified every year in accordance with the provisions of this Procedure to be eligible to be awarded such Construction Projects, **requiring prequalification in the bid, RFQ or other competitive solicitation,** EXCEPT that such prequalification is not required if:

A. The Contractor is prequalified pursuant to a separate prequalification process specific to that project;
B. The City awards a contract based on piggyback or co-op purchase or other method where the City is not issuing a bid, RFQ or other competitive solicitation;
C. The City waives the requirement for prequalification for good cause shown and in the best interest of the City.

1.2 Definitions

Appeal Board. The board, appointed to hear appeals from the Prequalification Committee which shall consist of the Public Services Director, Water Utility Director and the Electric Utility Director.

Application. The "Contractor's Prequalification Application" form prepared by the City to be used to request prequalification and provide information upon which the City will rely.

Building Construction. A Construction Project that consists predominately of the construction of a building, but that may include non-building construction work including roadway construction, the installation of traffic signals, landscaping, and/or paving. Such projects include all subcontracted work necessary to complete the project.

Business Days. All days on the calendar except Saturdays, Sundays, and holidays officially recognized by the City of Lake Worth.

City. "City" means the City of Lake Worth.

Claim. Any appeal, proceeding, or other process for additional consideration of a Dispute, including litigation, that is initiated by the Contractor and to which the adverse party (example - project owner) did not consent.

Committee. The Prequalification Committee.

Construction Equipment. Equipment and appurtenances owned or leased by applicant that are required to complete work in category seeking prequalification.

Construction Projects. Projects being developed by the City as stated in the advertisement for bids with a scope of work that encompasses the construction of on-the-ground improvements including roads, bridges, paths, wharves, piers, buildings, underground utilities and other public infrastructure. It does not include planning, appraisal, design, survey or other engineering services unless such services are to be provided by the Contractor and are specifically within the scope of Work.

Contractor. Individuals, partnerships, corporations, limited liability companies, joint ventures or other entities that desire to submit bids on Construction Projects.

Days. Unless the context clearly indicates otherwise, "days" means Business Days.

Deliver or Delivery. "Deliver" or "Delivery" means Receipt by the person to whom the materials are to be delivered, or their authorized representative. See definition of "Received or Receipt".

Disputes. Disputes include disagreements, matters in question, and differences of opinion between the Contractor (and those working for or through the Contractor) and an adverse party (example - project owner) regarding matters related to the Work including interpretation of and compliance with the contract, compensation and costs, time for performance, and quality.

Filing. "Filing" means Receipt by the person with whom the materials are to be filed, or their authorized representative. See definition of "Received or Receipt".

Fiscal Year. October 1st through September 30th of any year.

Key Personnel. Personnel the loss of whom is likely to impact the cost, quality, timeliness, or conformance of project Work provided for the City as reasonably determined by the Contractor.

Marine Construction. A Construction Project that consists predominately of the construction of marine facilities including seawalls, docks, wharves, piers and related waterside or landside facilities, but that may include non-marine construction work including roadway construction and/or paving. Such projects include all subcontracted work necessary to complete the project.

Number and Classifications of Employees. Number of employees for each category, i.e.; skilled laborers, unskilled, supervisors, foreman, equipment operators, administrative, etc.

Predecessor Entities. Any individual or entity that was legally organized at any time during the past five years (even if not operating) and that was previously owned, operated, or controlled to a Significant degree by the Contractor requesting prequalification, or that Contractor's owners, officers, or Key Personnel.

Predominately. Unless the context clearly indicates otherwise, "predominately" means not less than 50% of cost.

Prequalification Committee. The committee, appointed by the City with primary responsibility and authority to carry out this Procedure. See Section 3.1 of this Procedure.

Prequalification Periods. One (1) year periods starting and ending on October 1st.

Procedure. The procedure and requirements contained in this Contractor's Prequalification Procedure and the accompanying Application.

Project Type. The classification of project for which prequalification may be sought or granted as listed in Section 2 of the Application.

Qualifying Bonding Company. For projects under five hundred thousand dollars, an insurance, bonding, and/or surety company that is acceptable and satisfactory to the City and which meets the requirements of Florida Statutes Section 287.0935. For projects exceeding five hundred thousand dollars, an insurance, bonding, and/or surety company must have a Best Rating of no less than A-VII.

Received or Receipt. Actual receipt by either US mail, overnight courier, service in hand, or fax by the person to whom the materials are addressed, or their authorized representative, with confirmation of receipt originating from such person or their authorized representative.

Recreational Facilities Construction. A Construction Project that predominately consists of the construction of recreational facilities including athletic fields and associated appurtenances such as irrigation systems, sports lighting and playground equipment but that may include non-recreational construction work including building construction, landscaping, and/or paving. Such projects include all subcontracted work necessary to complete the project.

Related Entities. All general partners, joint ventures, parent firms, subsidiaries, or sister firms that (a) are currently legally organized (even if not operating), (b) are owned, operated, or controlled to a Significant degree by the Contractor requesting prequalification, or that Contractor's owners, officers, or Key Personnel.

Roadway Construction. A Construction Project that predominately consists of the construction or reconstruction of a roadway, but that may include non-roadway construction work including bridge construction, sidewalks, landscaping, and/or paving. Such projects include all subcontracted work necessary to complete the project.

Significant. The level or degree that would be reasonably relevant to a party who is contemplating contracting with the Contractor and who is therefore attempting to determine the qualifications, experience, competence, and trustworthiness of the Contractor.

Underground Utilities. A Construction Project that predominately consists of buried conduits for the transport of potable water, wastewater, reclaimed water, storm water, electricity, cable, piping or other City operated utility infrastructure components which may include non-underground utility construction work, such as, paving, curbs, sidewalk or surface restoration. Such projects include all subcontracted work necessary to complete the project.

Work. The furnishing of all labor, materials, equipment, supplies, services, personnel, and other incidentals necessary for the completion of the project in conformity with the contract documents.

1.3 Authority

The City has full power in the letting of all contracts for work under its jurisdiction and thus has the authority to determine whether bidders on construction contracts are responsible. Accordingly, the City has approved this Contractor's Prequalification Procedure and hereby delegates all authority necessary to carry it out as provided in this Procedure.

1.4 Contractor Changes

The Contractor has an ongoing duty to notify the Public Services Director within thirty (30) days of any changes to the information provided in the Application that significantly alters, as reasonably determined by the Contractor, the Contractor's ability to perform the Work required for the Project Types for which it is prequalified. Upon notification by the Contractor or upon discovery by the City, the City may require the Contractor to re-apply for prequalification.

Nothing in this Procedure, the accompanying Application, or any communications from the City regarding prequalification shall be interpreted as depriving the City of the authority to disqualify Contractors, or the authority

to reject any bid in the best interest of the City, when, in the discretion of the City, changed circumstances have affected the responsibility and/or qualifications of the Contractor.

1.5 Window for Prequalification and Duration

The City shall offer two windows for contractors to prequalify for construction projects that are competitively solicited during the City's fiscal year. Contractors must submit the required application and materials to the City prior to July 31 in order to be prequalified for projects that will be competitively solicited after October 1. The City will open up another prequalification window where contractors must submit the required application and materials to the City prior to January 15th in order to be qualified for construction projects that are competitively solicited after March 1of the following year. Unless disqualified or otherwise barred from bidding by the City or other entity with competent jurisdiction, Contractors prequalified during one of the windows for prequalification, pursuant to this procedure, shall be considered eligible to be awarded Project Types for which the Contractor is prequalified for the fiscal year period that started October 1.

1.6 Termination of Prequalification

The City may, in its sole discretion, terminate a prequalification status to any contractor based on the City's determination that the contractor no longer meets the standards for prequalification. Once a contractor's prequalification status has been terminated, the contractor must wait for a period of one year before applying to become prequalified.

1.7 Award of Construction Projects to a Contractor

If a prequalified contractor is awarded one or more construction projects, where the construction work, or portions of the construction work, will be performed at the same time or the contractor is currently working on a construction contract and is the apparent low bidder on another construction project, the City, in its sole discretion may not consider the contractor's bid if the City determines, in its sole discretion, that the contractor would not have sufficient resources to perform the additional work and the award of another contract would not be in the best interests of the City.

1.8 Term of Prequalification

If contractor is prequalified starting October 1 or March 1, the contractor prequalification will expire as of September 30th of same fiscal year.

2. **APPLICATION FOR PREQUALIFICATION**

2.1 Requirement to Submit Application

A Contractor shall not be allowed to submit a response to a bid, RFQ or competitive solicitation on the construction project types attached to this application, with estimated construction costs exceeding $25,000, and where there was a requirement in the bid, RFQ or competitive solicitation that prequalification was required, until the prequalification process has been completed.

2.2 Application Schedule

Regarding the time frame after application, the City anticipates that most Contractors will be prequalified within 60 business days of submitting a complete application package. A full appeal process can take about 3 months

within the City. As provided in Section 4 of this procedure, Contractors determined to be not qualified are not eligible for contract awards pending appeal.

2.3 Project Types for Prequalification

The Contractor must apply for, and the City may prequalify the Contractor for, one or more of the Project Types listed in Section 2 of the Application. The Project Type for individual projects shall be as stated in the advertisement for bids, or if not stated, shall be determined by the Public Services Director or his/her designee.

2.4 Submittal Requirements

The Contractor must honestly, accurately and completely supply all information requested in the Application. Applications will not be considered received until the Public Services Director has received a properly completed Application including all required supporting data. Applications shall not be reviewed by the Committee until properly completed, received and accepted.

3. **PREQUALIFICATION DETERMINATION**

3.1 Prequalification Committee

3.1.1 Membership

The City hereby creates a standing committee, to be known as the Prequalification Committee, with primary responsibility and authority to carry out this Procedure. The City appoints the following City personnel, or their successors, as permanent members of the Committee.

Asst. Director of Public Services, Chair
Asst. Director of Water Utilities, Vice Chair
Public Services Project Manager
Electric Utility Engineer

In the event that any of the above members are unable to serve, or in the event that the Chair determines additional members would be of assistance in the fulfillment of the duties of the Committee, the Chair may appoint other City personnel to serve as alternate or additional members.

3.1.2 Committee Administration

Committee meetings will be called and scheduled when necessary as determined by the Chair. A quorum shall consist of at least three (3) members. The Chair shall preside at all meetings. In the absence of the Chair, the Vice Chair may assume all authority of the Chair. The Chair or designee shall keep minutes of all meetings, record all decisions, and otherwise document the actions of the Committee.

3.2 Review and Investigation

The Committee shall review all information provided in the Application. The Committee or its designees may (a) contact any person or entity necessary to verify and/or supplement any of the information requested by or provided in the Application and (b) review information from other published sources of industry information, information from governments and any other significant information.

3.3 Interview and Additional Information

Whenever the Committee determines that the nature or extent of the information provided in the Application is insufficient or indicates that the Contractor is not qualified, the Committee will contact the Contractor to seek additional information and, if desired by the Contractor, to schedule an interview to discuss the specific reasons that have caused that preliminary determination. The Contractor will submit all additional information requested by the Committee.

3.4 Pass-Fail Evaluation System

The Committee shall evaluate all the information provided or obtained as a whole on a pass-fail basis to determine whether the Contractor is responsible and qualified. In doing so, the Committee will use the following descriptive categories.

QUALIFIED: With respect to the Project Type under consideration, sufficient information exists to determine that the Contractor is likely to complete the construction project in a manner acceptable to the City.

NOT QUALIFIED: With respect to the Project Type under consideration, the information demonstrates that it is unlikely that the Contractor can complete the construction project in a manner acceptable to the City.

3.5 Grounds for Determination of "Not Qualified"

A finding by the Committee based upon substantial evidence that any one of the following conditions exists shall be sufficient grounds, though not mandatory grounds, for an overall determination of "Not Qualified".

1. Unsatisfactory and/or insufficient Contractor experience.

2. Unsatisfactory performance on prior awarded City contracts.

3. Number of personnel with applicable knowledge and experience is insufficient to assure successful completion of the project.

4. Insufficient bonding capability.

5. Safety record below industry standards.

6. Environmental record below industry standards.

7. A denial of prequalification or award of contract, disbarment, or other irregularities with respect to any federal, state, or local government or procurement agencies.

8. A pattern of unsupported Claims.

9. A record of excessive change orders or contract additions.

10. Conviction of a bid or other crime or indictment with substantial evidence regarding the same.

11. Deceptive, evasive or fraudulent statements or omissions contained in the Application, made or omitted at any interview or hearing, or otherwise made to or omitted from the City.

12. Other substantial deficiencies that, in the sole judgment of the Committee, demonstrate that the Contractor is "Not Qualified".

13. Ongoing investigation by the State Attorney, Palm Beach County Office of Inspector General or a local government internal auditor.

3.6 Notice of Prequalification

3.6.1 Time and Contents of Notice

If the Contractor submits a timely and conforming Application, the City will deliver to the Contractor a "Notice of Prequalification" once a decision has been made. The Notice will set forth the Project Types for which the Contractor is eligible to bid, if any. If the City determines that the Contractor is not qualified for any or all Project Types applied for, said Notice will also set forth the reasons therefore to the extent practical.

4. **APPEAL**

4.1 Notice of Appeal

To appeal, the Contractor must deliver a written "Notice of Appeal Regarding Prequalification" to the City Clerk on or before 4:00 P. M. by the fifth full Business Day after the date of receipt of the "Notice of Prequalification" provided under Section 3.6. Such notice must be delivered to the City Clerk's Office located at 7 North Dixie Highway, Lake Worth, Florida. At a minimum, the "Notice of Appeal Regarding Prequalification" must contain:

A. The specific errors that the Contractor alleges were made by the City regarding prequalification;
B. The specific relief sought;
C. A request to submit additional written materials (if desired);
D. A request for a Hearing (if desired); and
E. A designation of counsel or any other party that will be representing the Contractor in the appeal (if any).

4.2 Submission of Written Materials

Within ten (10) Business Days of the filing of the Notice of Appeal Regarding Prequalification, the Contractor and the Committee must deliver to the Appeal Board, and to each other, all written materials that each party contends is necessary for the Appeal Board to fairly and objectively evaluate and decide the appeal. Such materials can include evidence or arguments and a request for a hearing.

4.3 Hearing

If requested by the Contractor, the Committee, or the Appeal Board, a Hearing will take place within twenty (20) Business Days of the filing of additional written materials by the Contractor and/or the Committee, whichever occurs later, at a time and place determined by the Appeal Board. The parties will have at least 72 hour advance notice of such Hearing. The Contractor and the Committee shall each be afforded the opportunity to be heard.

4.4 Decision

The Appeal Board may leave the record of the appeal open for the submission of further evidence or arguments for up to ten (10) business days after the conclusion of the hearing, or to such other mutually agreeable date certain. If no hearing is held, the record of the appeal shall close on the date of filing of additional written materials by the Contractor and the Committee, whichever occurs later.

Unless the Appeal Board reasonably determines that special circumstances exist that justify delay of the decision, the Appeal Board will, within twenty (20) Business Days of the closing of the record:

A. in writing, revise, modify, or reverse the previous determinations regarding prequalification;
B. in writing, affirm the said determinations;
C. in writing, state that the Appeal Board does not intend to take further action; or
D. take no written action, which shall be considered a decision affirming said determination.

4.5 Final Agency Action

Any written revision, modification, reversal, affirmation, or statement that no further action will be taken from the Appeal Board shall be final agency action as of the date of receipt by the Contractor of such writing. If the Appeal Board takes no written action, the City's latest determinations regarding prequalification shall be final agency action as of the date of expiration of the twenty (20) Business Day period for a decision by the Appeal Board provided in Section 4.4 of this Procedure

4.6 Law and Venue

Any action shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

APPLICATION

_____

[Legal Name of Contractor Applying for Prequalification, hereafter "Contractor" or "you"]

The Contractor Seeks Prequalification for the Following

_____ New Submission Package

_____ Prequalification Renewal Package

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CONTENTS - INFORMATION TO BE SUBMITTED

1. Basic Information
2. Application for Prequalification Types
3. Organizational Structure & History
4. Officers and Owners
5. Experience
6. Key Personnel
7. Bonding
8. Safety
9. Environmental and Civil Rights Information
10. Financial Status
11. Legal Procedures
12. Certifications Under Oath *

[City Use Only Below This Line]

****

Date Application Received: _____

Contractor Prequalified For The Following Project Types

____ Roadway Construction (paving, sidewalks, curbing)
____ Marine Construction (Wharves, Piers. etc.)
____ Building Construction
____ Underground Utilities (water, sewer, stormwater, lift stations)
____ Recreational Facilities Construction

Date of Prequalification: _____

INSTRUCTIONS

1. This Application must be filled out in accordance with all requirements of the City's Prequalification Procedure. The Application and Procedure is available from the City's web site at _____ or from the City's _____, telephone _____. Do not attempt to complete this form without understanding this Procedure.
2. Unless Contractor meets an exception listed in section 1.1 of the Procedure, Contractor must be prequalified to be awarded Construction Contracts, as defined.
3. Regarding the time frame after application, the City anticipates that most Contractors will be prequalified within 60 business days of applying. A full appeal process can take about 3 months within the City.
4. Please print legibly, type, or word process. Sign in ink. When attaching sheets, please place the question number to which you are responding in the upper right hand corner of each sheet and number the sheets.
5. Note that the person signing this Application must swear that the information provided below is true, accurate, and complete.

****

1. Basic Information

Name of Contractor: _____

[Same as on Cover Page of This Application]

Contact Person(s): _____

Telephone No: _____ Fax No: _____ E-mail: _____

Address: _____

_____

Federal Tax ID No: _____

2. Project Types For Which Prequalification Is Applied

[See definitions in section 1.2 of Procedure.]

____ Roadway Construction (paving, sidewalks, curbing)
____ Marine Construction (Wharves, Piers. etc.)
____ Building Construction
____ Underground Utilities (water, sewer, stormwater, lift stations)
____ Recreational Facilities Construction

3. Organizational Structure & History

3.1 The Contractor is duly organized under the laws of the State of _____.

3.2 The Contractor has the following organizational structure.

( ) individual ( ) corporation ( ) partnership
( ) limited liability company ( ) joint venture ( ) other: _____

3.3 Please provide the year the Contractor (and not any Predecessor Entities or Related Entities) was first organized.
_____

3.4 Please list all Predecessor Entities below (or on attached sheets if necessary).

_____
_____
_____

3.5 Please list all Related Entities below (or on attached sheets if necessary).

_____
_____
_____

3.6 If organized in any state other than Florida or in a foreign country, are you in compliance with all laws and regulations necessary to legally do business in the State of Florida?
Note: If organized in the state of Florida please answer N/A.

YES _____ NO _____ N/A _____

3.7 W-9 Submission – Please submit current W-9 if the City has not received.

4. Officers and Owners

4.1 Officers Please list the name, title, and address of current Officers, Directors, Partners, Members, and any other persons with analogous positions, in descending order of degree of control.

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Attach additional sheets as necessary.]

4.2 Owners. Please list the name, address, and percentage of ownership of all persons or entities owning 10 percent or more of the Contractor, in descending order of percentage of ownership.

Owner	Address	%
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Attach additional sheets as necessary.]

Current President or Chief Executive Officer: _____ Years in that position: _____

Number of full-time, permanent employees: office: _____ field: _____

How many years has your organization been in business in Florida as a general contractor under your present name and license number? __

The name of any officer, director or agent who is also an employee of the City must be disclosed. Further, all proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches.

Name _____ Percentage of Interest _____

5. Experience

5.1 Summary of Contractor Experience With respect to each the following Project Types, list the approximate number of years of experience that the Contractor has as a prime contractor or as a subcontractor with primary responsibility. Provide a minimum of three contracts with a construction dollar value greater than $50,000.00 in cost that were successfully completed within the last five years for each project type that you are requesting prequalification approval. Provide the name of the owner's project manager and general construction information for each project.

Project Type	Years
Roadway Construction	_____
Marine Construction (Wharves, Piers. etc.)	_____
Building Construction	_____
Underground Utilities	_____
Recreational Facilities Construction	_____

List of Construction Equipment Owned	Number and Classification of Employees

5.2 Most Recently Completed Contracts Please provide the information requested in Attachment "A" regarding all contracts, with a construction cost above $50,000.00, that were completed in the last three years by the Contractor. Please list in reverse chronological order (most recently completed project first, next most recently completed project, etc.). For each project listed on Attachment "A" please complete the information requested in Attachment "B".

5.3 Contracts In Progress Please provide the information requested in Attachment "A" for all contracts currently in progress, in descending order of contract amount.

5.4 Provide an alphabetical listing of all state or local government or procurement agencies that have awarded the Contractor (or any Predecessor Entities and Related Entities) a contract during the last five years.

1._____ 5._____

2._____ 6._____

3._____ 7._____

4._____ 8._____

[Attach additional sheets as necessary.]

5.5 Liquidated Damages Within the last five years, has the Contractor (or any Predecessor Entities or Related Entities) had liquidated damages assessed against it?

YES _____ NO _____

If YES, please provide full details on attached sheets including the per diem amount of liquidated damages, the original contract time, and the number of days for which liquidated damages were assessed. Please feel free to include a written summary of your position on the matter.

5.6 Terminations / Suspensions / Defaults

(a) Within the last five years, has a contract of the Contractor (or any Predecessor Entities or Related Entities) been terminated or suspended for cause?

YES _____ NO _____

(b) Within the last five years, has another party (e.g. surety) completed Work which the Contractor (or any Predecessor Entities or Related Entities) was originally responsible to perform?

YES _____ NO _____

(c) Within the last five years, has the Contractor (or any Predecessor Entities or Related Entities) been considered in default of a contract that was not cured within the time frame allowed by the contract?

YES _____ NO _____

If the answer to any of questions 5.6(a) -(c) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

5.7 Denial of Prequalification or Award

(a) Within the last 5 years, has any federal, state, or local government or procurement agency denied the Contractor (or any Predecessor Entities or Related Entities) prequalification?

YES _____ NO _____

(b) Within the last 5 years, has any federal, state, or local government or procurement agency, after the Contractor (or any Predecessor Entities or Related Entities) submitted the apparent low bid, refused to award a contract for reasons related to the Contractor's qualifications, experience, competence, or financial situation?

YES _____ NO _____

If the answer to either of questions 5.7(a) or (b) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

5.8 Debarments, Etc

(a) Within the last 5 years, has the Contractor (or any Predecessor Entities or Related Entities) been debarred for any reason by any federal, state, or local government or procurement agencies?

YES _____ NO _____

(b) Within the last 5 years, has the Contractor (or any Predecessor Entities or Related Entities) refrained from bidding for any reason, such as suspension or agreement not to bid, or as part of the settlement of a Dispute of any type with any federal, state, or local government or procurement agencies?

YES _____ NO _____

If the answer to either of questions 5.8(a) or (b) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

5.9 Claims History Within the last 5 years, has the Contractor (or any Predecessor Entities or Related Entities) been a party to a Claim with an originally claimed amount in excess of $50,000?

YES _____ NO _____

If YES, please provide full details for each Claim on attached sheets including (a) whether the Claim was brought by or against the Contractor (or any Predecessor Entities or Related Entities), (b) the nature of the Dispute underlying the Claim, (c) originally claimed amounts, (d) the resolution of such Claims (including the amount) or if unresolved, the current status of such Claims, and (e) the name, address and phone number of the primary adverse party who can be contacted for additional information, and (f) a written summary of your position on the matter (if desired).

5.10 Bid or Other Crimes Within the last 10 years, has the Contractor (or any Predecessor Entities or Related Entities), or any officers, owners, or Key Personnel of the same ever been indicted on, convicted of, or plead or consented to a violation of a bid crime including bid collusion or any other crime involving fraud or knowing misrepresentation?

YES _____ NO _____

If YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

5.11 Quality Control Does the Contractor have a written organizational-level quality control plan (as opposed to project-level plans)?

YES _____ NO _____

If YES, please answer the following two questions.

(a) What year was it first adopted? _____
(b) In what year was its substance last revised? _____

6. Key Personnel

6.1 Please provide the following information for all Key Personnel whose duties consist primarily of one or more the following functions: (a) project management, (b) quality control and (c) safety oversight. [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested.]

Name	Job Duties (a-c above)	Relevant Licenses or Certifications	Experience (# of Yrs)	Education (Degree or # Yrs)
1_____	_____	_____	_____	_____
2_____	_____	_____	_____	_____
3_____	_____	_____	_____	_____
4_____	_____	_____	_____	_____
5_____	_____	_____	_____	_____
6_____	_____	_____	_____	_____

[Attach additional sheets as necessary.]

7. Bonding

7.1 Is the Contractor capable of obtaining from a Qualifying Bonding Company a performance bond and a payment bond each in the amount of the bid prices that the Contractor will be submitting to the City? [See definition of "Qualifying Bonding Company" in section 1.2 of Procedure.] Note: For projects exceeding five hundred thousand dollars, an insurance, bonding, and/or surety company must have a Best Rating of no less than A-VII

YES _____ NO _____

If YES, please attach a letter from a Qualifying Bonding Company that: (a) states that the said company meets the definition of "Qualifying Bonding Company" set forth in section 1.2 of the Procedure and (b) sets forth the bonding capacity of the Contractor including a specific dollar amount for single project and aggregate amount. Letters indicating "unlimited" bonding capacity are not acceptable. (c) States verification that Bonding Company accepts City Bond Form (sample attached).

If NO, please explain why you cannot meet the bonding standards set forth in question 7.1 above on attached sheets.

8. Safety

8.1 Does the Contractor have a written safety program?

YES _____ NO _____

If YES, please answer the following two questions.

(a) What year was it first adopted? _____
(b) In what year was its substance last revised? _____

8.2 Does the Contractor hold regular work site safety meetings for immediate supervisors?

YES _____ NO _____

If YES, at what frequency? Weekly ____ Monthly ____ Other _____

8.3 For each of the last three (3) full calendar years, provide the following totals from your "Log and Summary of Occupational Injuries and Illnesses" (US City of Labor, Bureau of Labor Statistics, OSHA No. 200). [Please feel free to attach copies of your OSHA No. 200 logs or to provide this information in another format on attached sheets as long as it contains all the information requested.]

OSHA No. 200 Column #	Description	3 Yrs Ago Yearly Total 20 ___	2 Yrs Ago Yearly Total 20 ___	Last Yr Yearly Total 20 ___
1	# of Injury Related Fatalities	_____	_____	_____
2	# of Injuries Involving Lost or Restricted Workdays	_____	_____	_____
3	# of Injuries Involving Days Away From Work	_____	_____	_____
4	# of Days Away From Work Due To Injuries	_____	_____	_____
5	# of Restricted Workdays Due to Injuries	_____	_____	_____
8	# of Illness Related Fatalities	_____	_____	_____
9	# of Illnesses Involving Lost or Restricted Workdays	_____	_____	_____
10	# of Illnesses Involving Days Away From Work	_____	_____	_____
11	# of Days Away From Work Due To Illnesses	_____	_____	_____
12	# of Restricted Workdays Due To Illnesses	_____	_____	_____

On attached sheets, please feel free to provide other information to aid in the interpretation of the above information including, for example, the ratio of the above line items to total days worked.

8.4 Have you had any accident in the past three years that caused over $ 50,000 in property damage?

YES _____ NO _____

If YES, please provide full details of each such accident on attached sheets.

Please feel free to include a written summary of your positions regarding any of the information provided in this section 8 - Safety.

9. Environmental and Civil Rights Information

9.1 Environmental Record. Within the last 5 years, has the Contractor (or any Predecessor Entities or Related Entities) been found to be in violation of any federal, state or local environmental law or regulation in an administrative, civil or criminal proceeding in which the fact finder found that the Contractor intentionally or knowingly committed the violation and/or failed to comply after having been notified of the violation?

YES _____ NO _____

If YES, please provide full details, including a summary of your position, on attached sheets.

9.2 Civil Rights Record. Within the last 5 years, has the Contractor (or any Predecessor Entities or Related Entities) had any findings and/or rulings of sexual harassment, discrimination, or other civil rights violations against it?

YES _____ NO _____

If YES, please provide full details, including a summary of your position, on attached sheets.

10. Financial Status

10.1 Financial Statements

The City requires an indication of the resources and the necessary working capital available and how it will relate to the Applicant Firm's financial stability through the completion of the project. Include the most recent and two (2) years audited financial statements (including notes), with letter from a C.P.A. including Contractor's latest balance sheet and income statement showing the following items:

1. Current assets, i.e., cash, joint venture account, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.

2. Net fixed assets.

3. Other assets.

4. Current liabilities, i.e., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes.

5. Other liabilities, i.e., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings.

6. Name of firm preparing financial statement and date thereof.

7. Dun and Bradstreet report with agreement to pay for additional reports as may be required by the City if the Proposer is selected as a finalist. The Dun and Bradstreet report required will be either DNBi Live Report or DNBi Comprehensive Report.

10.2 Bankruptcies

1. Has the Contractor, parent company, or any of its subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntary? (If yes, specify date, circumstances, and resolution).

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

10.3 Liquidated Damages

At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner? If yes, what was the amount of liquidated damages paid?

10.4 Loans

Is your firm currently in default of any loan agreement or financing agreement with any bank, financial institution, or other entity? (If yes, specify details, circumstances and prospects for resolution).

10.5 Bonding

1. What is the Contractor's current bonding capacity with a contract surety company for a

single project? _____ In the aggregate? _____

2. Please identify the Contractor's surety company and the current line of bonding credit that company has extended to Contractor and attach documentation of bonding capacity from the surety company:

3. Name, address, and telephone number of current surety agent or underwriting contact:

4. Have Performance or Payment Bond claims ever been made to a surety for this Contractor on any project, past or present? If the answer is Yes, how many claims have been made?

5. If the answer to (4) is yes, please describe the claim, the name of the company or person making the claim, and the resolution of the claim.

6. During the last five years, has your firm ever been denied bond credit by a surety in place during a public construction project when one was required? (If answer is yes, specify the reasons given for that refusal, and the name and address of the surety company that refused to bond).

7. In the past five (5) years, has any surety company refused to bond the Contractor's parent, or subsidiaries, on any project? (If answer is yes, please specify the reasons given for that refusal, and the name of the surety company).

8. Is your firm capable of achieving the following criteria for bonds and insurance; A – VIII rating according to the current AM Best published report?

9. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____ %

11. Legal Proceedings

11.1 Arbitration

List all construction arbitration demands filed by, or against, the Contractor in the last five years, and identify the nature of the claim, the amount in dispute, the parties and the ultimate resolution of the proceeding.

11.2 Lawsuits

List all construction-related lawsuits (including but not limited to personal injury litigation) filed by, or against, the Contractor in the last five years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

11.3 Other Proceedings

1. Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past five years concerning any labor practices of the Contractor Identify the nature of any proceeding and its ultimate resolution.

2. Identify any lawsuits, administrative proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last five years. Identify the nature of any proceeding and its ultimate resolution.

Note: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

3. Identify below and submit a list of any OSHA citations and any fines that may have been imposed on your company or organization in the past five years if proposer is a joint-venture or partnership, list citation for both firms

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

4. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

Note: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

5. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

6. State your current Workers Compensation Experience Modification Factor.

NOTE: An Insurance Modification factor is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____ _

Previous year: _____
Year prior to previous year: _____

If the EMF for any of these three years is or was 1.00 or higher, you may, if you wish, attach a letter of explanation.

7. Within the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

8. Identify any lawsuits, administrative proceedings, or hearings initiated by the Internal Revenue Service, or any State revenue department, concerning the tax liability of the Contractor (other than audits) in the last five years. Identify the nature of any proceeding and its ultimate resolution.

9. Have any criminal proceedings or investigations been brought against the Contractor in the last ten years? (If the answer is yes, please attach a complete and detailed report with your responses to this Questionnaire).

12. Certifications Under Oath

By signing below, the person signing below hereby certifies and swears, **ON OATH**, as follows.

1. I have personal knowledge of all the information contained in this Application OR I am responsible for the accuracy of all such information
2. The information contained in this Application is true and complete.
3. I hereby authorize the City to contact any person or entity necessary to verify or supplement any of the information requested by or provided in this Application without liability, and I hereby further authorize any person or entity contacted to provide any and all information requested without liability.
4. The Contractor has read, understands, and agrees to all terms of the Prequalification Procedure and this Application.
5. I am duly authorized by law and by the Contractor to sign this Application on behalf of the Contractor.

_____ CONTRACTOR
Date

_____ _____
Witness [Signature]

By: _
[Name and Title Printed]

State of _____

County of _____ Date: _____

Then personally appeared the person who signed this page above and acknowledged this instrument to be his or her free act and deed and the free act and deed of the Contractor, and further said person swore, ON OATH, that the statements made under the section 10 entitled "Certifications Under Oath" are true and complete.

_____
[Signature of Notary Public]

Name Printed: _

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

ATTACHMENT "A"

PREQUALIFICATION APPLICATION SPECIFICS

(Attach any additional information as needed)

Project Name	Total Project Value	Dollar Value Performed by Applicant	Prime or Sub	% of Work SELF Performed

V. EMERGENCY MANAGEMENT

INTRODUCTION

An emergency management program is designed to save lives and protect property in the event of an emergency.

Disasters and emergencies affecting large areas and many people can sometimes develop quickly. Flash floods and earthquakes, for example, can strike with little or no advance warning. Other types of disasters and emergencies are preceded by a build-up period that provides more time for taking protective measures.

Major Threats in Florida:

Hurricanes
Floods
Power Plants
Hazardous Materials
Terrorism

Other Threats:

Drought/energy crisis
Severe weather
Airplane crashes
Mass fatality incidents
Prison disturbances

To find out what type and how many resources will be required to handle the problems in a jurisdiction, the threats that exist to a community and region must be determined.

APPROVAL & IMPLEMENTATION

EMERGENCY SUPPORT FUNCTION-1 TRANSPORTATION

This Emergency Support Function is hereby approved. This Emergency Support Function is effective immediately and supersedes all previous editions.

Director, Public Services — Date: 6/4/13

Director, Human Resources / Risk Management — Date: 5-15-2013

City Manager — Date: 5/17/2013

EMERGENCY SUPPORT FUNCTION – 1 TRANSPORTATION

Record of Changes			
Description of Change	Date of Change	Entered By	Date Entered

ESF COORDINATOR: *DIRECTOR, PUBLIC SERVICES*

SUPPORT AGENCIES: *CITY ATTORNEY*

City Commission

City Manager's Office

Finance

Human Resources (Personnel)

Human Resources (Risk Management)

Information Technologies

Leisure Services (Parking)

Leisure Services (Pier)

Public Services (Facilities Management)

Public Services (Garage)

Public Services (Stormwater / Streets)

Public Services (Streets Maintenance)

Public Information

LIAISONS: ***P****ALM BEACH COUNTY*

Palm Beach County School District

AUTHORITIES AND REFERENCES

AUTHORITIES

See Basic Plan, Authorities and References.

REFERENCES

- National Response Framework ESF #1 – Transportation
- State of Florida Comprehensive Emergency Management Plan – ESF-1, Transportation

  Palm Beach County Comprehensive Emergency Management Plan, Transportation Unit

EXPLANATION OF TERMS

See Basic Plan, Attachment-4, Explanation of Terms.

INTRODUCTION

PURPOSE

The purpose of Emergency Support Function-1 *Transportation* (ESF-1) of the City of Lake Worth Emergency Operations Plan (EOP) is to provide for mobilization, direction, control, and demobilization of transportation and infrastructure resources available to the City to be utilized in support of City and County ESF (or equivalent) operations. ESF-1 also provides for coordination and liaison with the County, State, and Federal ESFs for the allocation and mobilization of transportation resources available for emergency response.

SCOPE

ESF-1 *Transportation* embodies considerable intermodal expertise and public and private sector transportation stakeholder relationships. ESF-1, with the assistance of the ESF-1 support agencies, provides transportation assistance in domestic incident management, including the following activities:

- Monitor and report status of and damage to the transportation system and infrastructure as a result of the incident.
- Identify temporary alternative transportation solutions that can be implemented by others when systems or infrastructure are damaged, unavailable, or overwhelmed.
- Perform any necessary coordination of resources in relation to aviation, maritime, surface, railroad, and pipeline transportation with internal and external agencies.
- Mobilize, deploy, maintain, and track transportation resources available to the City for use during emergency operations.
- Coordinate the restoration and recovery of the transportation systems and infrastructure.
- Coordinate and support preparedness, response, recovery, and mitigation activities among transportation stakeholders within the authorities and resource limitations of ESF-1 agencies.
- Mobilize, deploy, and maintain transportation resources available to the City for use during emergency operations.
- Perform necessary actions to assist with emergency evacuation and re-entry.

  Coordinate with ESF-6 *Shelter, Mass Care and Human Services*, ESF-11 *Food, Water, and Ice*, and ESF-17 *Animal Issues* as necessary.

NOTE: ESF-1 is not responsible for the mission assignments concerning the movement of goods, equipment, animals, or people; only the coordination and movement of resources to facilitate aforementioned missions.

ASSUMPTIONS

- All transportation resources owned and / or under the control of the City will be immediately available for emergency response operations and the initial stages of disaster recovery.
- The primary and support agencies will have the current operational procedures, personnel rosters, vehicle inventories, transportation equipment lists, etc., necessary to implement ESF-1.
- Damage to the transportation infrastructure of the City could be extensive and severe, and many transportation modes, routes, and resources could be unavailable to the City.
- The demands of emergency response operations on transportation resources, particularly at Emergency Operations Center (EOC) Activation Levels I and II, will be very heavy due to the need to move personnel, equipment, and supplies to and throughout the impacted areas.
- Most of or all available City transportation resources may be damaged, destroyed, or otherwise committed to emergency operations requiring additional transportation assistance from outside sources, including Palm Beach County, private sources, adjacent municipalities, and the State.
- Coordination with the County, the State / Disaster District Committee (DDC), or other stakeholders through mutual aid and / or stand-by agreements will be required to successfully locate, deploy, and coordinate use of resources to meet transportation needs.
- Access to and through impacted areas of the City may be severely restricted or blocked, necessitating use of alternate transportation routes and methods (e.g., helicopter, boat, motorcycles, “all terrain vehicle,” etc.).
- Motor fuels could be in short supply after a disaster, even for emergency response operations, and ESF-1 may need assistance from other City, County, and State ESFs, as well as from private sources to locate and maintain fuel supplies for transportation resources.

SITUATION

- For Emergency Operations Center (EOC) Activation Level III (Monitoring) each department would be generally expected to meet its own transportation resource needs.
- EOC Activation Level II (Limited Disaster Operations) situations may require the availability of transportation resources beyond the capabilities of individual City departments to mobilize and deploy, necessitating activation of ESF-1.
- Major or Catastrophic Events (EOC Activation Level I) may threaten, block, and / or extensively damage the transportation infrastructure of the City and surrounding areas, including roadways, railroads, navigable waterways, and airports.
- Local transportation systems may become slowed, delayed, or blocked by insufficient transportation resources, lack of utilities, heavy traffic, damages to the City's infrastructure, and disrupted communications.
- Prior to the onset and impact of an emergency situation, evacuation from the threatened area may be ordered, including the City as a whole. This will require that transportation resources and services be available through ESF-1 and that their use be prioritized.
- Transportation resources will need to be made available to facilitate movement of people out of the evacuated areas and along designated evacuation routes.
- Substantial emergency response resources will need to be transported within the City and adjacent areas, often over damaged or potentially blocked roadways.

- Following a disaster, damage to County, public and private transportation resources may be extensive, necessitating great demand on the City to provide transportation resources to County, State, Federal, and/or private sources.

CONCEPT OF OPERATIONS

GENERAL

- This ESF will be placed on standby or activated upon notification by the City Manager, or other designated person in charge of the EOC Activation process. Activation of the primary and support agencies will be in accordance with the Basic Plan, Concept of Operations, Direction and Control.
- If instructed to activate ESF-1, the primary agency will implement its operating procedures to notify and mobilize all of its personnel, facilities, and physical resources likely to be needed, based on the emergency circumstances, and to instruct the support agencies to remain on standby or to activate in coordination with the primary agency.
- Upon instructions to activate, the primary agency will have its designated ESF Coordinator or alternate report to the City of Lake Worth EOC for coordination and implementation of transportation related requests for assistance. The agency's ESF Coordinator will staff an ESF-1 work station within the EOC or at another facility if so instructed. Individuals representing primary and support agencies staffing ESF-1 will have extensive knowledge of the resources and capabilities of their respective agencies and have access to the appropriate authority for committing agency resources needed for emergency response.
- The primary agency will notify the City Manager immediately when full activation of the ESF-1 has occurred and it is prepared to accept mission assignments.
- The primary agency for ESF-1 will ensure that it remains in direct communication and coordination with the City Manager and with Palm Beach County ESF-1 (or equivalent), if activated, for more effective response to all requests for transportation assistance. Continuing communication and information exchange with ESF-5 *Information and Planning* will also be necessary.
- Prior to and during an evacuation, ESF-1 will focus its attention and resources on rapidly providing transportation resources needed to complete the evacuation process. Following evacuation, it is anticipated that the majority of the requests for transportation resources will come from other City ESF's. City transportation resources will only be committed to other purposes when authorized evacuations and / or movement of life safety and other emergency resources to the impact area have been completed.
- In coordinating the use of transportation resources, credentialed drivers must be included in the arrangements.
- When deemed necessary a support department may be called to provide 24 hour representation to the ESF-1 workstation in the City of Lake Worth EOC by the ESF-1 Coordinator. Any requested department is responsible for ensuring that sufficient program staff is available to report to and support ESF-1 and to effectively carry out the activities tasked to the ESF throughout the emergency response period.
- All resource requests will be documented and facilitated with the City of Lake Worth Resource Request Form (or NIMS Compliant Equivalent) and tracked accordingly

ORGANIZATION

- The ESF-1 Coordinator will be chosen from one of the primary agencies previously noted and determined by the City Manager based on the incident causing the EOC activation.
- The City's ESF-1, will organize under the direction of the primary agency. Personnel assigned to the City of Lake Worth EOC from the primary agency will provide continuing direction for all assigned missions.
- The primary agency, in coordination with the support agencies, shall develop an organizational structure and procedures for directing, planning, implementing, and monitoring the mission assignments from the City Manager or for requests from ESF-1 (or equivalent) authorities at the County, State, or Federal level, according to the ESF concept.
- Depending on the scale of an emergency situation, its duration, and the number of missions being executed by ESF-1, additional staff from organizations and agencies other than the primary and support agencies may be assigned to this ESF by the City Manager. Nevertheless, the primary agency and any other delegated department will maintain their roles as primary and support agencies, and will constitute the authorities for coordinating the allocation and mobilization of transportation resources following a major disaster or catastrophe.

LINE OF SUCCESSION

The line of succession for the ESF Coordinator and Transportation Engineering Manager is delineated in existing standard operating procedures.

DIRECTION AND CONTROL

- The Mayor and City Manager will establish priorities for and provide policy guidance for transportation activities.
- The City Manager will provide general direction to the Transportation Engineering Manager regarding transportation operations.
- The ESF-1 Coordinator and staff will plan, coordinate, and carry out transportation activities.

EOC ACTIVATION LEVELS

See Basic Plan, Concept of Operations, Emergency Operations Center Activation Levels.

RESPONSIBILITIES

COORDINATION

This ESF will coordinate with the Palm Beach County ESF-1 (or equivalent) representation at the Emergency Operations Center, if activated, when requesting emergency support or disaster assistance regarding transportation needs. In the cases where a conflict of priorities develops, this ESF will work directly with the City Manager to resolve the situation.

ESF COORDINATOR

The ESF Coordinator (chosen by the EMC based on the incident) will:

- Identify available transportation resources (see ESF-7 *Resource Management*) and maintain a transportation resource contact list.
- Coordinate with local public transportation authorities and commercial transportation providers to establish procedures for providing transportation resources during emergency situations.
- Coordinate with other emergency services to identify and prioritize requirements for transportation of supplies, equipment, materials, and personnel necessary for response and recovery operations.
- Work with Palm Beach County Emergency Management to coordinate resources to support public transportation for mass evacuations.
- When City resources are available, coordinate with Palm Beach County ESF-16 *Law Enforcement* on evacuation routes and the location of transportation pickup points and staging areas.
- Coordinate with the ESF-6 *Shelter, Mass Care, and Human Services* - Shelter Officer for transportation resources to support for ESF-6 operations.

PRIMARY AGENCY – ACTIONS BY PHASES OF EMERGENCY MANAGEMENT

A. Pre-incident (Mitigation / Preparedness)

- Identify and maintain a current list of public and private transportation resources.
- Identify possible transportation needs based on probable hazards and scenarios identified in the Basic Plan, Situation, Hazard Analysis.
- Develop preservation and protection procedures for transportation resources in scenarios or hazards that are advance warning incidents.
- Train and educate any personnel that may be activated to serve in ESF-1.

B. Incident (Emergency Protective Measures)

- Log into WebEOC and use as appropriate for incident reporting and tracking.
- Activate ESF-1 at the Lake Worth EOC or elsewhere as instructed.
- Preposition response resources when it is apparent that City transportation resources will be required.
- Notify the EOC Coordinator and the County ESF-1 representative of activation.
- Develop and prioritize strategies for initial response actions for mobilizing transportation resources.
- Establish communications with appropriate agency field personnel for coordination of response efforts.
- Preposition response resources when it is apparent that City transportation resources will be required.
- Support ESF-14 *Public Information* with information regarding evacuation transportation resources available for people without vehicles.
- Request information from Palm Beach County ESF-8 Health and Medical regarding likely transportation resources necessary from the City to evacuate special needs individuals and / or facilities.
- Track all costs associated with providing Emergency Protective Measures (includes labor, equipment usage, rentals, materials, etc.).
- Continue execution of new and ongoing mission assignments to provide transportation resources. Continue coordination of the transportation of resources such as personnel, goods, and services in response to requests for assistance from the City Manager and / or other ESFs.
- Participate in EOC briefings and / or prepare status reports regarding completion of mission assignments to ESF-1. Provide status and needs reports to ESF-5 *Information and Planning*. Provide information related to public mobility (e.g., operable/inoperable transportation modes and open / closed roadways, etc.) to ESF-14 *Public Information and External Affairs* through ESF-5 *Emergency Management* on a routine basis.
- Track committed transportation resources for possible redeployment and other purposes, and provide such information to ESF-5 *Emergency Management.*

C. Incident (Response and Recovery)

- Utilize disaster impact assessment information, if available, for identifying probable transportation resource needs and planning effective response actions.
- Seek field information from other ESFs regarding damage to and / or availability of transportation modes and routes.
- Reassess priorities and strategies according to the most critical of transportation needs and in light of available impact assessment information.
- Provide a designated representative from the primary agency to provide any requested observations for "after action" report.

D. Post Incident (Recovery)

- Develop and prioritize strategies, in coordination with ESF-11 *Food, Water, and Ice,* ESF-15, *Volunteers and Donations* for providing transportation support to ongoing response and recovery operations.
- Assist Palm Beach County ESF-16 *Law Enforcement* with information and support regarding long-term closure / reopening of transportation routes and modes.
- Assist ESF-7 *Resource Management* in obtaining, interpreting, and further documenting expenses incurred under ESF-1 direction or supervision.
- Prepare information for ESF-5 *Information and Planning* based on ESF-1 experience with the emergency response regarding hazard mitigation actions or developments necessary for the City's transportation infrastructure and management options that would enhance its physical integrity and operational capabilities in another disaster of similar type and scope.
- Designate a representative of the primary agency familiar with actions taken under ESF-1 to remain available to ESF-5 *Information and Planning* other City officials to discuss operations and expenditures made under ESF-1.
- Upon instruction of the City Manager, deactivate ESF-1 and notify the Palm Beach County ESF-1 (or equivalent), if still active, of the deactivation. Gather all logs, reports, and other documentation regarding operations and expenditures, and provide them to the City Manager or ESF-5 *Information and Planning*, as directed.

ADMINISTRATION AND SUPPORT

MUTUAL AID AGREEMENTS / MEMORANDA OF UNDERSTANDING

See Basic Plan, Responsibilities, Mutual Aid Agreements / Memoranda of Understanding.

PLAN DEVELOPMENT AND MAINTENANCE

- The ESF-1 Coordinator has primary responsibility for developing and maintaining all ESF-1 Transportation procedures, Standard Operating Procedures (SOPs), and related documents. Recommended changes to the ESF-1 plan should be forwarded as soon as needs become apparent.
- This ESF will be reviewed annually and updated in accordance with the schedule outlined in the Basic Plan, Responsibilities, Plan Development and Maintenance.
- Primary departments and agencies assigned responsibilities in this ESF are responsible for ensuring that their SOPs cover those duties and responsibilities.

RECORDS

The ESF-1 Coordinator has the responsibility to track and maintain all ESF-1 records and actions electronically and / or physically depending on the nature or type of documentation provided. All records shall be consolidated and organized by the primary agency. Upon demobilization of the ESF, the ESF-1 Coordinator will turn in all records to ESF-5 *Information and Planning.*

FINANCE

See Basic Plan, Administration and Support, Financial Management.

TRANING, EXERCISES, AND EVALUATIONS

See Basic Plan, Training, Exercises, and Evaluations.

ATTACHMENTS

- Attachment 1 – Individual Vehicle / Equipment Record & Use Log

  Attachment 2 – Multiple Vehicle / Equipment Record & Use Log

City of Lake Worth

ESF-1 Transportation (Public Works - Director of Public Services)

Checklist

ESF-1 (Transportation) Task Assignments				
Primary Agencies		**Completed (Yes/No/Ongoing)**	**Date and Time Completed**	**Notes**
Preparedness (Planning Phase)	❒ Identify and maintain a current list of public and private transportation resources.	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	
	❒ Identify possible transportation needs based on probable hazards and scenarios identified in the Hazard Vulnerability Assessment.	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	
	❒ Develop preservation and protection procedures for transportation resources in scenarios or hazards that are advance warning incidents.	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	
	❒ Train and educate any personnel that may be activated to serve in ESF-1.	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	
Emergency Protective Measures	❒ Log into WebEOC and use as appropriate for incident reporting and tracking	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	
	❒ Activate ESF-1 at the Lake Worth EOC or elsewhere as instructed.	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	

❒ Preposition **response resources** when it is apparent that City transportation resources will be required.	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	
❒ Notify the City of Lake Worth EOC and the County ESF-1 representative of activation.	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	
❒ Develop and prioritize strategies for initial response actions for mobilizing transportation resources.	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	
❒ Verify inventories of available vehicles, personnel, transportation-related equipment, and fuel, and provide a summary listing to ESF-7 *Resource Management*	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	
❒ Establish communications with essential agency field personnel for coordination of response efforts.	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	
❒ Support ESF-14 *Public Information* with information regarding evacuation transportation resources for people without vehicles.	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	
❒ Request information from Palm Beach County ESF-8 *Health and Medical* regarding likely transportation resources necessary from the City to evacuate special needs individuals and / or facilities.	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	
❒ Continue execution of new and ongoing mission assignments to provide transportation resources. Continue coordination of the transportation of personnel, goods, and services in response to requests for assistance from the EOC Management Coordinator and / or other ESFs. **(ONGOING)**	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	

❒ Participate in EOC briefings and / or prepare status reports regarding completion of mission assignments to ESF-1. Provide status and needs reports to ESF-5 – *Information and Planning.* Provide information related to public mobility, (e.g., operable / inoperable transportation modes and open / closed roadways, etc.), to ESF-14 *Public Information.* **(ONGOING)**	❒ Yes ❒ No ❒ Ongoing	Date:_____ Time:_____ Initials:_____	

• Track committed transportation resources for possible redeployment and other purposes, and provide such information to ESF-5 *Information and Planning* and ESF-7 *Resource Support*. (**ONGOING)**	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
• Utilize disaster impact assessment information, if available, for identifying probable transportation resource needs and planning effective response actions.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
• Seek field information from other ESFs regarding damage to and / or availability of transportation modes and routes.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
• Reassess priorities and strategies according to the most critical of transportation needs and in light of available impact assessment information.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
• Provide a designated representative from the primary agency to provide any requested observations for "after action" reports.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
• Develop and prioritize strategies, in coordination with ESF-11 *Food and Water,* ESF-15, *Volunteers and Donations*, for providing transportation support to ongoing response and recovery operations.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
• Assist Palm Beach County ESF-16 *Law Enforcement* with information and support regarding long-term closure/reopening of transportation routes and modes.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
• Prepare information for ESF-5 *Information and Planning* based on ESF-1's experience with the emergency response relating to hazard mitigation actions, or actions that could be undertaken to enhance the resistance of transportation infrastructure to future disasters.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
• Assist ESF-7 *Resource Management* in obtaining, interpreting, and further documenting expenses incurred under ESF-1 direction or supervision.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	

• Designate a representative of the primary agency familiar with actions taken under ESF-1 to remain available to ESF-5 *Information and planning* other City officials to discuss operations and expenditures made under ESF-1.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
• Upon instruction of the EOC Management Group, deactivate ESF-1 and notify the Palm Beach County ESF-1, if still active, of the deactivation. Gather all logs, reports, and other documentation regarding operations and expenditures, and provide them to the EOC Management Group or ESF-5 *Information and Planning* as directed.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	

Individual Vehicle / Equipment Record & Use Log

Request / Mission Tracking #:	
Vehicle Model / Equipment Type:	
Vehicle Identification Number or License #:	
Beginning Odometer/ hour meter reading:	
Date Received:	**Time Received:**
Check All That Apply: City/County Asset School District Asset Other: _____ Leased/Rented Borrowed/Loaned	
Owner Contact Information: Name: Address: Phone #: Other Information:	
Operational Status: Good Fair Poor	
Operator Provided: Yes No	
Maintenance performed (if any):	
Date Returned:	**Time Returned:**
Returned Odometer/ Hour Meter reading:	
Remarks:	

Multiple Vehicle / Equipment Record & Use Log

Request / Mission Tracking #	Vehicle / Equipment ID	Individual Vehicle / Equipment Record & Use Log (Yes / No)	Operator Name and License Number	Date

Emergency Support Function - 3
Public Works and Engineering

APPROVAL & IMPLEMENTATION

EMERGENCY SUPPORT FUNCTION-3 PUBLIC WORKS AND ENGINEERING

This Emergency Support Function is hereby approved. This Emergency Support Function is effective immediately and supersedes all previous editions.

Director, Public Services	Date 5/14/13
City Manager	Date 5/17/2013

Record of Changes			
Description of Change	Date of Change	Entered By	Date Entered

ESF COORDINATOR: *DIRECTOR, PUBLIC SERVICES*

SUPPORT AGENCIES: *CITY ATTORNEY*

City Commission

City Manager's Office

Community Sustainability (Code Compliance)

Finance

Human Resources (Personnel)

Human Resources (Risk Management)

Information Technologies

Leisure Services (Parking)

Leisure Services (Pier)

Utilities

LIAISONS: *PALM BEACH COUNTY EMERGENCY MANAGEMENT*

AUTHORITIES AND REFERENCES

AUTHORITIES

- See Basic Plan, Authorities and References

REFERENCES

- National Response Framework ESF#3 - Public Works and Engineering
- State of Florida Comprehensive Emergency Management Plan – ESF-3, Public Works and Engineering
- Palm Beach County Comprehensive Emergency Management Plan, Public Works Unit and Debris Management Unit
- FEMA 329 – Debris Estimation Field Guide
- FEMA 325 – Public Assistance: Debris Management Guide

EXPLANATION OF TERMS

See Basic Plan, Attachement-4, Explanation of Terms.

INTRODUCTION

PURPOSE

The purpose of Emergency Support Function - 3 *Public Works and Engineering* (ESF-3) of the City of Lake Worth Emergency Operations Plan (EOP) is to:

- Provide for the restoration of the City's public works systems, including emergency debris removal and repair of roadways and water and sewage systems;
- Provide general guidance for infrastructure and engineering services needed by other City ESFs for functions such as inspections of structures and systems, infrastructure restoration, and other public works and engineering services;
- Coordinate with County, State, and Federal ESFs or equivalent for restoration of other public services and facilities located within the city; and
- Provide and maintain temporary utility services for the City's emergency response facilities and other critical facilities within the City.

SCOPE

- Coordinate restoration and recovery activities of City of Lake Worth road, bridge, water, sewer, and storm water infrastructure...
- Work with ESF-7 *Resource Management* Coordinator to execute emergency contract support for life-saving and life-sustaining resources.
- Provide technical assistance and expertise, construction management, and contracting and real estate services.
- Provide emergency repair of damaged public infrastructure and critical facilities.
- Conduct impact and damage assessment of City of Lake Worth infrastructure.
- Coordinate and support prevention, mitigation, response, and recovery activities among ESF-3 stakeholders within the authorities and resource limitations of ESF-3 agencies.

ASSUMPTIONS

- Employing public works personnel and equipment during pre-disaster operations should minimize disaster damage. Advance preparation of personnel and equipment may allow for more efficient and effective restoration efforts.
- A full range of basic public services and engineering resources will be required from the City following a major disaster.
- All of the City's public services resources will be made available to support the City's emergency response and disaster recovery and the operations of this ESF, when needed.
- Local departments and agencies responsible for the public works and engineering function will not have sufficient resources to cope with a major disaster.
- Ground, rail, and other transportation routes will likely be impassable or severely obstructed, requiring actions to permit access the disaster area. As a result, priority will be given for removal of debris and other repairs to open access routes in support of public evacuation, immediate lifesaving, firefighting or law enforcement activities.
- A rapid impact assessment of the emergency situation on the City and its public services will be needed to determine the priority for actions under this ESF, and subsequent detailed damage assessments of the disaster areas will be necessary to determine potential actions, expertise, and level of effort needed.
- Emergency environmental and other legal waivers for the disposal of debris, construction materials, and other waste will need to be secured, and may require the assistance and cooperation of County and State agencies.
- Legal requirements which would delay procurement of contracted design and construction services, or the purchasing of construction materials, may need to be temporarily modified or limited.
- Large numbers of engineers, construction workers, building inspectors, equipment operators, and other skilled personnel, along with appropriate equipment and supplies, may be required from sources outside of the disaster area.
- Support services for feeding, clothing, sheltering, and equipping workers will need to be procured and coordinated through City, County, State, and Federal ESFs or equivalent as needed, and deployed into the impacted areas.
- The use of mutual aid, stand-by agreements, or alternate facility locations will be employed if the City's resources or facilities are unable to meet the needs following a disaster.
- Damage to chemical plants, power lines, sewer and water distribution systems, and secondary hazards, such as fires, may result in health and safety hazards. These hazards could pose a threat to public works and engineering personnel and impede operational capabilities. Special considerations must be made if any debris collected or being moved has been contaminated with chemicals or petroleum products.
- If local capabilities prove inadequate to deal with a major emergency or disaster, state and / or federal resources will be available to assist in debris removal and restoration of essential services.

SITUATION

- For Emergency Operation Center (EOC) Activation Level III (Monitoring) the need for public works and engineering services may not be anticipated. However, such needs for service could be managed within the range of normal operations of both the City's Public Services Department.
- During EOC Activation Level II (Limited Disaster Operations) situations; activation of this ESF may be required to support the public works and engineering needs of the City.

- Major or Catastrophic Events (EOC Activation Level I) may severely impact public works and engineering services. As a result, full activation of this ESF can be expected.
- Extensive property damage could occur following a major disaster or catastrophic event. Many private homes and businesses, as well as industries and commercial enterprises, may be damaged or destroyed.
- The structural integrity of many public buildings, bridges, roadways, and other facilities may be compromised. Much of the transportation and utility infrastructures may be severely impacted. Many facilities may need to be reinforced, demolished, or isolated to ensure public safety.
- Emergency response personnel could be hampered in their response efforts due to transportation impasses, loss of electrical power, and damaged, destroyed, or inaccessible structures and facilities.
- Water and wastewater facilities may be damaged or destroyed.
- City resources will need to be immediately deployed from unaffected areas of the City to ensure, to the extent possible, an effective and efficient response.

CONCEPT OF OPERATIONS

GENERAL

- This ESF will be placed on standby or activated upon notification by the City Manager, or other officer in charge of the notification process. Activation of the primary and support agencies will be in accordance with the Basic Plan, Concept of Operations, and Notification and Warning section.
- Upon activation, the Department of Public Services will make designated agency representatives available to report to the City of Lake Worth Emergency Operations Center for implementation and coordination of public works and engineering related requests for assistance through this ESF.
- The ESF Coordinator(s) will staff an ESF-3 work station in the City of Lake Worth EOC, will identify which support agencies for ESF-3 are to be activated, and will then take the necessary steps to assure that support agencies are activated or placed on standby, as required.
- The ESF Coordinator(s) will notify the City Manager immediately when full activation of the ESF has occurred and it is prepared to accept mission assignments.

- As the ESF Coordinator(s) for all activities under ESF-3, the Department of Public Services will ensure that it and all support agencies assigned to ESF-3 respond to requests for local public works and engineering assistance. It is anticipated that the majority of the requests for public works and engineering services will concern debris management, the repair and restoration of emergency access routes, potable water supplies, water and waste water treatment systems, as well as maintenance of adequate water pressure for firefighting.
- The ESF-3 Coordinator(s) will ensure that they remain in direct communication and coordination with the City Manager and with the Palm Beach County ESF-3 or equivalent, if activated, for more effective response to all requests for public works and engineering assistance. Continuing communication and information exchange with ESF-5 *Information and Planning* will also be necessary.
- The ESF-3 Coordinator(s) will be provided a mission assignment from the City Manager. Status of received mission assignments will be reported back to the City Manager and ESF-5 *Information and Planning* on a periodic basis.
- All support agencies will be notified of the need for activation for this ESF and requested to provide 24-hour staffing, as necessary. Each support agency is responsible for ensuring that sufficient staff is available to report to the City of Lake Worth EOC or elsewhere as instructed and to support the activities tasked to their organization by the lead agencies for this ESF on a continuous basis.

- When deemed necessary, a support department of agency may be called to provide 24 hour representation to the ESF-3 workstation in the Lake Worth EOC by the ESF-3 Coordinator or the City Manager. Any requested department is responsible for ensuring that sufficient program staff is available to report to and support ESF-3 and to effectively carry out the activities tasked to the ESF throughout the emergency response period.

ORGANIZATION

- The Department of Public Services will provide direction in all matters related to public works and engineering, debris management, emergency roadway repair, restoration, and construction, and in building construction and public services.
- The Director of Public Services will work with ESF-3 support agencies, in restoration and implementation of infrastructure resources.
- The Director of Public Services will work with ESF-3 support agencies in the implementation and execution of debris management plans and tasks.
- The ESF-3 Coordinator(s), in coordination with ESF-5 *Information and Planning*, shall develop procedures for directing, planning, implementing, and monitoring mission assignments according to the ESF concept.
- Depending on the scale of an emergency situation, its duration, and the number of missions being executed by ESF-3, additional staff from organizations and agencies other than the primary and support agencies may be assigned to this ESF by the City Manager. Nevertheless, the Department of Public Services, and the designated support agencies will maintain their roles, and will constitute the authorities for coordinating the allocation and mobilization of public works and engineering resources following a major disaster or catastrophe. **Figure : ESF-3 *Public Works & Engineering***

LINE OF SUCCESSION

The line of succession for the Department of Public Services, is delineated in existing standard operating procedures.

DIRECTION AND CONTROL

- The Mayor and/or the City Manager will establish priorities for and provide policy guidance for public works and engineering activities.
- The City will provide general direction to the ESF-3 Coordinators regarding public works and engineering operations.
- The ESF-3 Coordinator(s) and staff will plan, coordinate, and carry out public works and engineering activities.

EOC ACTIVATION LEVELS

See Basic Plan, Concept of Operations, Emergency Operation Center Activation Levels.

RESPONSIBILITIES

COORDINATION

This ESF will coordinate with the Palm Beach County ESF-3 (or equivalent) representation at the Emergency Operations Center if activated when requesting emergency support or disaster assistance regarding public works needs. In the cases where a conflict of priorities develops, this ESF will work directly with the City Manager to resolve the situation.

ESF COORDINATOR

The ESF-3 Coordinator (chosen by the City Manager (based on the incident) will:

- Prepare and maintain operating procedures, resource inventories, maps, personnel rosters and detailed resource mobilization information necessary for implementation of the responsibilities of the lead agency for ESF-3. Ensure lead agency personnel are trained in their responsibilities and duties.
- Receive notification of the need for ESF-3 activation and implement activation on a timely and effective basis. Conduct all actions, as needed, identified in this ESF and primary agency procedures and / or as directed by the City Manager.
- Deploy and utilize agency resources in coordination with ESF-3 support agencies. Direct and coordinate support agencies in prioritizing needs and in directing public works and engineering resources to include engineers, skilled personnel, construction workers, contractors, equipment, and materials for the following work elements:

    - Removal of debris and restoration of access;
    - Repair and restoration of water and waste water facilities and distribution systems;
    - Repair and restoration of critical public services and facilities;
    - Inspections, demolition and stabilization of damaged structures and facilities; and completion of damage assessments.
- Assist ESF-7 *Resource Management* in maintaining a current list of public works and engineering resources. [In an effort to facilitate assistance pursuant to mutual aid agreements.
- Coordinate with all other City ESFs to identify public works needs on a continuing basis.
- Support other City ESFs by providing public works and engineering resources in accordance with established priorities.
- Ensure that adequate cost accounting measures are being used by all lead and support agency personnel and that summary reports are generated as needed and shared with ESF-5 Information and Planning.

PRIMARY AGENCY – ACTIONS BY PHASES OF EMERGENCY MANAGEMENT

- **Pre-incident (Mitigation / Preparedness)**
    - Identify and maintain a current list of public and private Department of Public Works resources.
    - Identify possible Public Works needs based on probable hazards and scenarios identified in the Hazard Vulnerability Assessment.
    - Develop preservation and protection procedures for Public Works resources in scenarios or hazards that are advance warning incidents.
    - Train and educate any personnel that may be activated to serve in ESF-3.
- **Incident (Emergency Protective Measures(**
    - Log into WebEOC and use as appropriate for incident reporting and tracking.
    - Activate ESF-3 at the Lake Worth EOC or elsewhere as instructed.
    - Preposition **response resources** when it is apparent that City Public Works resources will be required.
    - Notify the City of Lake Worth EOC and the County ESF-3 representative of activation.
    - Develop and prioritize strategies for initial response actions for mobilizing Public Works resources.
    - Verify inventories of available vehicles, personnel, Public Works-related equipment, and fuel, and provide a summary listing to ESF-7 *Resource Management.*
    - Take necessary precautions to protect City buildings and assets (shuttering of windows, tarps, securing of loose items, bringing equipment to higher ground or to secure location, etc.)
    - Establish communications with essential agency field personnel for coordination of response efforts.
    - Review and confirm debris clearance priorities and availability of temporary debris staging and / or reduction areas.
    - Ensure vehicles and generators are fueled and that enough fuel will be available for post-storm / incident activities).

- Provide necessary heavy equipment in support of ESF-9 Search and Rescue (upon request of Palm Beach County EOC).
- Track all costs associated with providing Emergency Protective Measures (includes labor, equipment usage, rentals, materials, etc.)
- Continue execution of new and ongoing mission assignments to provide Public Works resources and services.
- Continue coordination of the Public Works personnel, goods, and services in response to requests for assistance from the EOC Management Coordinator and / or other ESFs.
- Participate in EOC briefings and / or prepare status reports regarding completion of mission assignments to ESF-3. Provide information related to Public Works, (e.g., open / closed roadways, bridges, etc.), to ESF-14 *Public Information.*
- Track committed Public Works resources for possible redeployment and other purposes, and provide such information to ESF-5 Information and Planning and ESF-7 Resource Management.
- **Incident (Response and Recovery)**
- Coordinate with damage assessment teams to assist in completing preliminary damage assessments, as needed, to identify unsafe City buildings and take actions to restrict access to roads and other infrastructure if needed
- Utilize disaster impact assessment information, if available, for identifying probable Public Works resource needs and planning effective response actions.
- Seek field information from other ESFs regarding damage to and / or availability of City roads and bridges.
- Reassess priorities and strategies according to the most critical of Public Works needs and in light of available impact assessment information.
- Provide a designated representative from the primary agency to provide any requested observations for "after action" reports.
- Install emergency generators in key facilities and have portable generators available to meet unexpected needs. Ensure procedures are in place to maintain and periodically test back-up sources of power, such as generators and fuel, in the event of an emergency power loss.
- Support community cleanup efforts, as necessary.
- Remove debris from public property and manage proper disposal of all debris and load ticket tracking.
- Make timely temporary repairs to government-owned buildings and other infrastructure that is essential for emergency response and recovery and take action to protect all government buildings and their contents from further damage until they can be repaired. To protect some equipment and records, it may be necessary to relocate them from damaged structures. Personnel should coordinate with building occupants to determine which areas and equipment have the highest priority for protection.
- Assist ESF-16 *Law Enforcement* with information and support regarding long-term closure/reopening of transportation routes and modes.
- Prepare information for ESF-5 Information and Planning based on ESF-3's experience with the emergency response relating to hazard mitigation actions, or actions that could be undertaken to enhance the resistance of Public Works infrastructure to future disasters.
- Designate a representative of the primary agency familiar with actions taken under ESF-3 to remain available to ESF-5 *Information and Planning* and other City officials to discuss operations and expenditures made under ESF-3.

- Upon instruction of the EOC Management Group, deactivate ESF-3 and notify the Palm Beach County ESF-3, if still active, of the deactivation. Gather all logs, reports, and other documentation regarding operations and expenditures, and provide them to the EOC Management Group or ESF-5 *Information and Planning* as directed.

ADMINISTRATION AND SUPPORT

MUTUAL AID AGREEMENTS / MEMORANDA OF UNDERSTANDING

See Basic Plan, Responsibilities, Mutual Aid Agreements / Memoranda of Understanding.

PLAN DEVELOPMENT AND MAINTENANCE

- The ESF-3 Coordinator(s) have primary responsibility for developing and maintaining all ESF-3 SOPs in accordance with all City of Lake Worth policies and NIMS standards.
- All recommended changes to the ESF-3 plan should be forwarded as soon as needs become apparent.
- This ESF will be reviewed annually, and updated in accordance with the schedule outlined in the Basic Plan, Responsibilities, Plan Development and Maintenance section.
- Primary and support agencies assigned responsibilities in this ESF are responsible for ensuring that their SOPs cover those duties and responsibilities.

RECORDS

The ESF-3 Coordinator(s) have the responsibility to track and maintain all ESF-3 records and actions electronically and / or physically depending on the nature or type of documentation provided. All records shall be consolidated and organized by the primary agency. Upon demobilization of the ESF, the ESF-3 Coordinator(s) will turn in all records to ESF-5 *Information and Planning.* .

EQUIPMENT AND FACILITIES

THE CITY OF LAKE WORTH DEPARTMENT OF PUBLIC SERVICES MAINTAINS A CURRENT LISTING OF KEY LOCAL FACILITIES HAVING GENERAL PRIORITY FOR PROTECTION, REPAIR, AND RESTORATION. THE LIST IS DYNAMIC AND THEREFORE IS NOT INCLUDED IN THIS ESF. THIS LIST IS AVAILABLE UPON REQUEST.

FINANCE

See Basic Plan, Administration and Support, Financial Management.

TRANING, EXERCISES, AND EVALUATIONS

See Basic Plan, Training, Exercises, and Evaluations.

ATTACHMENTS

- Attachment 1 – Primary Agency Task Assignments

City of Lake Worth

ESF-3 (Public Works and Engineering – Director, Public Services)

Checklist

ESF-3 (Public Works and Engineering) Task Assignments				
Primary Agencies		**Completed (Yes/No/Ongoing)**	**Date and Time Completed**	**Notes**
Preparedness (Planning Phase)	• Identify and maintain a current list of public and private Department of Public Works resources.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Identify possible Public Works needs based on probable hazards and scenarios identified in the Hazard Vulnerability Assessment.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Develop preservation and protection procedures for Public Works resources in scenarios or hazards that are advance warning incidents.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Train and educate any personnel that may be activated to serve in ESF-3.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
Emergency Protective Measures	• Log into WebEOC and use as appropriate for incident reporting and tracking.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Activate ESF-3 at the Lake Worth EOC or elsewhere as instructed.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
Emergency Protective Measures (continued)	• Preposition **response resources** when it is apparent that City Public Works resources will be required.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Notify the City of Lake Worth EOC and the County ESF-3 representative of activation.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Develop and prioritize strategies for initial response actions for mobilizing Public Works resources.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	

	• Verify inventories of available vehicles, personnel, Public Works-related equipment, and fuel, and provide a summary listing to ESF-7 *Resource Management*	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Take necessary precautions to protect City buildings and assets (shuttering of windows, tarps, securing of loose items, bringing equipment to higher ground or to secure location, etc.)	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Establish communications with essential agency field personnel for coordination of response efforts.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
Emergency Protective Measures (continued)	• Review and confirm debris clearance priorities and availability of temporary debris staging and / or reduction areas.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Ensure vehicles and generators are fueled and that enough fuel will be available for post-storm / incident activities).	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Provide necessary heavy equipment in support of ESF-9 Search and Rescue (upon request of Palm Beach County EOC).	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Track all costs associated with providing Emergency Protective Measures (includes labor, equipment usage, rentals, materials, etc.) **(ONGOING)**	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Continue execution of new and ongoing mission assignments to provide Public Works resources and services (**ONGOING)**.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	

Emergency Protective Measures (continued)	• Continue coordination of the Public Works personnel, goods, and services in response to requests for assistance from the EOC Management Coordinator and / or other ESFs. **(ONGOING)**	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Participate in EOC briefings and / or prepare status reports regarding completion of mission assignments to ESF-3. Provide information related to Public Works, (e.g., open / closed roadways, bridges, etc.), to ESF-14 *Public Information.* **(ONGOING)**	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Track committed Public Works resources for possible redeployment and other purposes, and provide such information to ESF-5 *Information and Planning* and ESF-7 *Resource Management*. (**ONGOING)**	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
Response and Recovery (Post-Incident)	• Coordinate with damage assessment teams to assist in completing preliminary damage assessments, as needed, to identify unsafe City buildings and take actions to restrict access to roads and other infrastructure if needed.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Utilize disaster impact assessment information, if available, for identifying probable Public Works resource needs and planning effective response actions.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	

	• Seek field information from other ESFs regarding damage to and / or availability of City roads and bridges.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Reassess priorities and strategies according to the most critical of Public Works needs and in light of available impact assessment information.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
Response and Recovery (Post-Incident) continued	• Provide a designated representative from the primary agency to provide any requested observations for "after action" reports.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Install emergency generators in key facilities and have portable generators available to meet unexpected needs. Ensure procedures are in place to maintain and periodically test back-up sources of power, such as generators and fuel, in the event of an emergency power loss.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Support community cleanup efforts, as necessary.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Remove debris from public property and manage proper disposal of all debris and load ticket tracking.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	

Response and Recovery (Post-Incident) continued	• Make timely temporary repairs to government-owned buildings and other infrastructure that is essential for emergency response and recovery and take action to protect all government buildings and their contents from further damage until they can be repaired. To protect some equipment and records, it may be necessary to relocate them from damaged structures. Personnel should coordinate with building occupants to determine which areas and equipment have the highest priority for protection.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Assist ESF-16 *Law Enforcement* with information and support regarding long-term closure/reopening of transportation routes and modes.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	

Response and Recovery (Post-Incident) continued	• Prepare information for ESF-5 *Information and Planning* based on ESF-3's experience with the emergency response relating to hazard mitigation actions, or actions that could be undertaken to enhance the resistance of Public Works infrastructure to future disasters.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	
	• Designate a representative of the primary agency familiar with actions taken under ESF-3 to remain available to ESF-5 *Information and Planning* and other City officials to discuss operations and expenditures made under ESF-3.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	

Response and Recovery (Post-Incident) continued	• Upon instruction of the EOC Management Group, deactivate ESF-3 and notify the Palm Beach County ESF-3, if still active, of the deactivation. Gather all logs, reports, and other documentation regarding operations and expenditures, and provide them to the EOC Management Group or ESF-5 *Information and Planning* as directed.	• Yes • No • Ongoing	Date:_____ Time:_____ Initials:_____	

CITY OF LAKE WORTH

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

AGENDA DATE: September 1, 2015, Regular Meeting **DEPARTMENT:** City Manager

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EXECUTIVE BRIEF

TITLE: Resolution No. 50-2015 - Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp and the associated Escrow Agreement

SUMMARY: The Master Equipment Lease/Purchase Agreement provides the funding for the installation of energy savings measures by Siemens Industry, Inc., Building Technologies Division

BACKGROUND AND JUSTIFICATION:
This item is related to the proposed Energy Services Agreement with Siemens Industry, Inc., Building Technologies Division and provides the funding source.

Pursuant to section 489.125, Florida Statutes, the City is authorized to utilize an equipment lease/purchase agreement to fund the installation of energy savings measures. The proposed Master Equipment Lease/Purchase Agreement with Bank of America Public Capital Corp is an annual lease agreement which automatically renews each year unless there is an event of non-appropriation (i.e., the City fails to appropriate the funds necessary to make the lease payments). The non-appropriation provision is required in order for the Master Equipment Lease/Purchase Agreement to be approved by the City Commission.

Under the proposed Master Equipment Lease/Purchase Agreement, the funding for the energy savings measures will be deposited into an escrow account (in accordance with the associated Escrow Agreement). The City will make draws from the escrow account to make payments to Siemens and for direct equipment purchases during the installation period (540 days). Payments under the Master Equipment Lease/Purchase Agreement will commence upon the completion of the project and continue for a term of 15 years.

The anticipated funding amount is roughly $23M which covers the City direct purchase equipment costs ($11M) and Siemens cost of the work for installation ($12M). The City's closings costs will also be included in the funding amount.

Attached are the proposed Master Equipment Lease/Purchase Agreement and associated Escrow Agreement. City staff and bond counsel believe the attached documents are substantially complete; however, further modifications may be necessary to make them consistent with the Energy Services Agreement and to finalize for closing. If further modifications are necessary, City staff is requesting authorization for the Mayor and City Clerk to execute (as modified) the Energy Services Agreement (including the exhibits) as approved by the City Attorney and City Manager. City staff will report back to the Commission on any substantive changes.

MOTION: Move to approve Resolution No. 50-2015 approving the Master Equipment Lease/Purchase Agreement and associated Escrow Agreement with Banc of America Public Capital Corp with authorization to the Mayor and City Clerk to execute the documents as may be modified hereafter with the approval of the City Attorney and City Manager.

ATTACHMENT(S):
Fiscal Impact Analysis
Resolution
Master Equipment Lease/Purchase Agreement
Escrow Agreement

RESOLUTION NO. 50-2015 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth (also known as the *"Lessee"*), a political subdivision and municipal corporation of the State of Florida, is authorized by the laws of the State of Florida to purchase, acquire, install and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the City Commission for the Lessee has determined that a need exists for the purchase, acquisition, installation and lease of certain energy savings equipment with a cost not to exceed $23,000,000 constituting personal property necessary for the Lessee to perform essential governmental functions (the "*Equipment*"); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Equipment Lease/Purchase Agreement (the *"Agreement"*) with Banc of America Public Capital Corp (or one of its affiliates)(the *"Lessor"*), a copy of which is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the City Commission of the Lessee deems it in the best interests of the Lessee and as serving a public purpose to enter into the Agreement and the documentation relate to the financing of the Equipment for the purchase, acquisition, installation and leasing of the Equipment as further described in the Agreement.

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

Section 1. The foregoing recitals are incorporated herein as true and correct statements.

Section 2. Approval of Documents. The forms, terms and provisions of the Agreement are hereby approved in substantially the form attached hereto as Exhibit "A", with such insertions, omissions and changes as shall be approved by the Mayor, City Clerk and City Attorney of the Lessee; provided that the total principal amount of the Rental Payments under the Agreement shall not exceed $23,000,000 and the maximum interest rate used to determine

the interest component of the Rental Payments shall not exceed 3.04%, the execution of such documents being conclusive evidence of such approval.

Section 3. Direction to Execute. The Mayor of the Lessee is hereby authorized and directed to execute, and the City Clerk of the Lessee is hereby authorized and directed to attest, countersign and/or seal, the Agreement and any related exhibits attached thereto and any and all other necessary documents and to deliver the Agreement, exhibits) and other documents to the Lessor.

Section 4. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Acceptance Certificates and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 5. No General Liability. Nothing contained in this Resolution, the Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Conflicts. All bylaws, orders and resolutions or parts thereof, in conflict herewith, are hereby repealed to the extent only of such inconsistency. This conflicts provision shall not be construed as reviving any bylaw, order or resolution or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its passage.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Resolution duly passed and adopted on the 1st day of September, 2015.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, Clerk

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

by and between

BANC OF AMERICA PUBLIC CAPITAL CORP
("Lessor")

and

CITY OF LAKE WORTH, FLORIDA,
("Lessee")

Dated as of: _____, 2015

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This **MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT** (this "Agreement") dated as of _____, 2015, and entered into between BANC OF AMERICA PUBLIC CAPITAL CORP, a Kansas corporation ("Lessor"), and CITY OF LAKE WORTH, FLORIDA, a political subdivision and municipal corporation of the State of Florida ("Lessee").

WITNESSETH:

WHEREAS, Lessee desires to lease, purchase and acquire from Lessor certain Equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement and each Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means, with respect to each Lease, the amount specified in the related Schedule and represented by Lessee to be sufficient, together with other funds (if any) that are legally available for the purpose, to acquire and install the Equipment listed in such Lease.

"Acquisition Period" means, with respect to each Lease for which an Escrow Fund is established, that period identified in the related Schedule during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

"Act" means, collectively, Chapter 166, Florida Statutes, the Charter of the Lessee, the Constitution of the State, and other applicable provisions of law.

"Agreement" means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.04.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

"Commencement Date" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, and (b) the date on which sufficient moneys to acquire and install the Equipment listed in such Lease are deposited for that purpose into an Escrow Fund.

"Contract Rate" means, with respect to each Lease, the rate identified as such in the related Schedule.

"Equipment" means, with respect to each Lease, the property listed in the related Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Equipment Costs" means, with respect to each Lease, the total cost of the Equipment listed in the related Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Lessee, and other costs incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in the related Lease; *provided* that (a) any such soft costs on a cumulative basis shall not exceed a percentage approved by Lessor of the total cost of the Equipment subject to such Lease and (b) in no event shall capitalizable delivery costs, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor's prior consent.

"Escrow Agreement" means, with respect to each Lease for which an Escrow Fund is established, an Escrow Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Fund is established and administered.

"Escrow Agent" means, with respect to each Lease for which an Escrow Fund is established, the Escrow Agent identified in the related Escrow Agreement, and its successors and assigns.

"Escrow Fund" means, with respect to any Lease, the fund established and held by the Escrow Agent pursuant to the related Escrow Agreement.

"Event of Default" means an Event of Default described in Section 12.01.

"Event of Non-appropriation" means, with respect to a Lease, the failure of Lessee's governing body to appropriate or otherwise make available funds to pay Rental Payments under such Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

"Lease" means a Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Schedule. Each Schedule with the incorporated terms of this Agreement shall constitute a separate and independent Lease.

"Lease Proceeds" means, with respect to each Lease for which an Escrow Fund is established, the total amount of money to be paid by Lessor to the Escrow Agent for deposit and application in accordance with such Lease and the related Escrow Agreement.

"Lease Term" means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Schedule, and with respect to this Agreement, the period from the date hereof until this Agreement is terminated in accordance with Section 13.08.

"Lessee" means the entity referred to as Lessee in the first paragraph of this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments and other amounts due thereunder) and any related Escrow Fund pursuant to Section 11.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

"Material Adverse Change" means (a) any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee's ability to perform its obligations under this Agreement or any Lease or (b) a downgrade in Lessee's external general obligation bond debt rating from the date of this Agreement of two or more subgrades by either Moody's Investors Service, Inc, or Standard & Poor's Ratings Group or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee's credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Lessee for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

"Original Term" means, with respect to each Lease, the period from the Commencement Date identified in the related Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

"Payment Schedule" means, with respect to each Lease, the Rental Payment Schedule attached to and made a part of the related Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

"Prepayment Price" means, with respect to each Lease, the amount that Lessee shall pay to Lessor to prepay its obligations under such Lease as provided in Section 10.01 hereof.

"Renewal Terms" means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Schedule, the first of which commences immediately after the end of the Original Term and each having a duration of one year and a term coextensive with each successive Lessee's fiscal year; *provided* that the final such renewal term shall commence on the first day of the last fiscal year and end on the first business day after the last scheduled Rental Payment Date.

"Rental Payment Date" means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

"Rental Payments" means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

"Schedule" means each separately numbered Schedule of Property, substantially in the form of *Exhibit A* hereto, together with the related Payment Schedule and any Riders attached to such Schedule of Property.

"State" means the State of Florida.

"Taxable Rate" means, with respect to each Lease, the rate identified as such in the related Schedule.

"Vendor" means the manufacturer or supplier of the Equipment listed in a Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessor arranged Lessee's acquisition, installation and financing of the Equipment pursuant to the applicable Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into this Agreement, each Lease, each Escrow Agreement and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and under each Lease and each Escrow Agreement.

(b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease and related Escrow Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Lease and related Escrow Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision within the meaning of Section 103(c) of the Code.

(e) Lessee has complied and will comply with such open meeting laws and public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with accounting principles generally accepted in the United States of America applicable to governmental entities, and the standards contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within 270 days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than 30 days prior to the end of its current fiscal year. The financial statements described in subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may materially adversely affect Lessee's financial condition or impairs its ability to perform its obligations under this Agreement, any Lease or any Escrow Agreement. Lessee will, at its expense, maintain its legal existence and do any further act and, to the extent permitted by law, execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(l) Lessee has complied and will comply with Section 218.38, Florida Statutes, with respect to each Lease.

(m) The interest rate for the interest portion of the Rental Payments on the first date that interest beings to accrue with respect to each Lease, does not exceed a rate of interest permitted by Section 215.84, Florida Statutes.

Section 2.02. Representations and Covenants of Lessor.

(a) Lessor represents, covenants and warrants for the benefit of Lessee on the date hereof and as of the Commencement Date of each Lease that it has and will comply with Section 218.385(2) and Section 218.385(3), Florida Statutes, with respect to each Lease.

(b) Lessor has duly authorized the execution and delivery of this Agreement and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Lease.

(c) There are no actions, suits or proceedings pending or threatened against or affecting Lessor in any court or before any governmental commission, board or authority, which, if adversely determined will have a material adverse affect on the ability of Lessor to perform its obligations under this Agreement or any Lease.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire the Equipment described in the related Schedule. Upon the execution and delivery of each Lease, Lessor leases, sells and transfers to Lessee, and Lessee acquires, purchases and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from legally available funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, all Leases hereunder shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If the Leases hereunder are terminated in accordance with this Section, Lessee agrees to cease use of the Equipment and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment at the

location(s) to be specified by Lessor; *provided*, that Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) set forth in each Lease for each month or part thereof that Lessee fails to return the Equipment pursuant to this Section 3.03 or prepay all of the obligations under each Lease pursuant to Section 10.01 hereof. A non-appropriation of funds by the Lessee shall in no event constitute an "Event of Default" under Section 12.01 hereof.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) If an Escrow Fund is to be established with respect to such Lease, an Escrow Agreement substantially in the form set forth in *Exhibit I* hereto, executed by Lessee and the Escrow Agent;

(iii) A Certificate completed and executed by the Clerk or other comparable officer of Lessee, in substantially the form attached hereto as *Exhibit C-1*;

(iv) A copy, certified as full, true and correct by the Clerk or other comparable officer of Lessee, of a resolution or other official action of Lessee's governing body, in substantially the form attached hereto as *Exhibit C-2*, authorizing the execution and delivery of this Agreement and each Lease and related Escrow Agreement entered into pursuant hereto and performance by Lessee of its obligations under each Lease and related Escrow Agreement entered into pursuant hereto;

(v) An opinion of counsel to Lessee, in substantially the form attached hereto as *Exhibit D*, respecting this Agreement and each Lease and Escrow Agreement entered into pursuant hereto;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(viii) If Lessee has designated the Lease then being entered into as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, a certificate in substantially the form attached hereto as *Exhibit G* executed by an authorized official of Lessee;

(ix) A copy of the Form 8038-G/GC with respect to the Lease then being entered into, fully completed and executed by Lessee;

(x) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement of from tax exempt proceeds of expenditures incurred not more than 60 days prior to the date of such resolution;

(xi) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles;

(xii) A waiver or waivers of interest in the Equipment from any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(xiii) Original invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b);

(xiv) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor; and

(xv) Such other items, if any, as are set forth in the related Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations pursuant to any Lease and the related Escrow Agreement shall be subject to: (i) no Material Adverse Change shall have occurred since the dated date of this Agreement, (ii) no Event of Default shall have occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect shall be threatened and (iv) no Lease shall have been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor or reimburse Lessee for its prior expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(x) hereof), upon receipt of the documents described in Sections 5.01(a) and (b); or (ii) if an Escrow Fund is being established with respect to the related Lease, Lessor will deposit the Lease Proceeds for Equipment described in the applicable Schedule with the Escrow Agent as provided in the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion. Notwithstanding anything to the contrary contained herein, this Agreement will only become effective upon the Lessee entering into the Energy Services Agreement with Siemens Industry, Inc., Building Technologies Division.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between a Schedule and this Agreement, the terms of the Schedule shall control in the interpretation of the Lease created thereby.

Section 3.05. Substitution. Lessee reserves the right to substitute Equipment of the same quantity and general type with the approximate equal value, utility and remaining useful life as the Equipment so replaced. So long as the Lease related to such Equipment is in effect, such Substitution is subject to Lessor's prior written consent, which consent shall not be unreasonably withheld, and shall be reflected in an amendment to the appropriate Schedule.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* 5% per annum or the maximum amount permitted by law, whichever is less, from such date until paid. Lessee shall not permit the federal government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Schedule for each Lease, the interest on the principal component of which begins to accrue as of the Commencement Date for each such Lease.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee. THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE REVENUES APPROPRIATED ON AN ANNUAL BASIS, AND NETIHER LESSEE, THE STATE NOR ANY POLITICAL SUBDIVISION OR AGENCY TTHEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER A LEASE FORM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE

LEGALLY AVAILABLE REVENUES APPROPRIATED BY LESSEE ON AN ANNUAL BASIS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF LESSEE, THE STATE OR ANY POLITICIAL SUBDIVISION OR AGENCY THEREOF ARE PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER A LEASE.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment, disputes with the Vendor of any Equipment or Lessor, any accident, condemnation or unforeseen circumstances or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations.

Section 4.05 Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Fund under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Fund under any Escrow Agreement to the federal government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, *"Event of Taxability"* means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includible for federal income tax purposes in an owner's gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally

holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

Section 4.07. Mandatory Prepayment. If Lease Proceeds are deposited into an Escrow Fund, any funds not applied to Equipment Costs and remaining in such Escrow Fund on the earlier of (a) the expiration of the applicable Acquisition Period and (b) the date on which Lessee delivers to the Escrow Agent the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Fund shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the unpaid principal balance of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates.

ARTICLE V

Section 5.01. Acquisition, Delivery Installation and Acceptance of Equipment. (a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in a Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however,* that if an Escrow Fund has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall deliver Disbursement Requests to the Escrow Agent pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Fund to pay (or reimburse) Equipment Costs for the Equipment acquired and pursuant to such Lease.

(b) Lessee shall deliver to Lessor, or to an Escrow Agent if an Escrow Fund has been established with respect to the related Lease, original invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Escrow Fund, Lessor shall, upon receipt of the Final Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule in the forms attached hereto as *Exhibits A* and *B*, respectively. Lessee shall execute and deliver to Lessor such Schedule of Property and Rental Payment Schedule as a Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04.

Section 5.02. Quiet Enjoyment of Equipment. So long as Lessee is not in default under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location (or the base location with respect to motor vehicles) specified for it in the related Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld. Upon giving of reasonable notice to Lessee, Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, including without limitation, anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it will maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the Lease.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term under each Lease, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an

Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, unless Lessee has elected not to return the Equipment and to prepay all of its obligations under the related Lease pursuant to Section 10.01(a), full and unencumbered legal title to the Equipment shall, be conveyed by Lessee to Lessor within 10 days of such occurrence or termination and upon such conveyance, Lessee shall have no further interest therein (except to the extent provided in Section 12.02(b) and Section 12.04). In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the conveyance of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02, as applicable. Upon payment of all amounts due and owing under a Lease in accordance with Section 10.01 (including upon payment of all Rental Payments and other amounts payable under such Lease), Lessor's rights relating to the Equipment under such Lease shall terminate.

Section 6.02. Lessor's Interest in the Equipment. Lessor shall only have the remedies described in Section 12.02 and shall not have a general foreclosure right that entitles Lessor to a deficiency judgment or to retain Lessee's equity in the Equipment, if any.

Section 6.03. Personal Property; No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any pledge, lien, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided*, that if Lessor is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; *provided* that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or

deductions with respect to such Equipment. In the event that the installation of any component of any item of Equipment could be deemed to require a payment and performance bond under Section 255.05, Florida Statutes, or be deemed subject to the mechanic's lien provision of Chapter 713, Florida Statutes, or any successor statute to each, as they may be amended from time to time, Lessee shall require such bonds, post such notices and do all other things provided for under such laws in order to the Equipment free of and exempt from all liens.

Section 7.02. Insurance. Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Prepayment Price under such Lease or (ii) the replacement cost of the Equipment under such Lease; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least $5,000,000 for bodily injury and property damage coverage, or such other minimum coverage amount as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of a Lease, in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior written consent (which Lessor may grant, withhold or deny in its sole discretion) and provided that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof (other than as a result of the acts or omissions of Lessor) and all expenses incurred in connection therewith (including, without limitation, reasonable counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement

or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

Section 7.04. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* 5% per annum or the maximum amount permitted by law, whichever is less.

Section 7.05. Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub- Contractors and Their Sureties. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond in accordance with section 255.05, Florida Statutes("Surety Bond"), executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied first to amounts due Lessor under this Agreement, and any remaining amounts shall be payable to Lessee. Vendors only providing Equipment to Lessee via a direct purchase by Lessee shall be exempt from the Surety Bond requirement.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance

claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(b).

If Lessee elects to replace any item of the Equipment (the *"Replaced Equipment"*) pursuant to this Section, the replacement equipment (the *"Replacement Equipment"*) shall be of new or of a quality type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall use its best efforts to complete the documentation of Replacement Equipment on or before the next Rental Payment Date after receipt of the Net Proceeds, or be required to exercise its option to prepay the obligations under the related Lease with respect to the damaged equipment in accordance with Section 10.01(b).

For purposes of this Article, the term *"Net Proceeds"* shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Prepayment Price under the related Lease, and, upon such payment, the applicable Lease Term shall terminate and Lessor's rights in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after paying such Prepayment Price shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment under each Lease shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of

this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of any of the Vendor's warranty, indemnification or representation shall be against the applicable Vendors of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X

Section 10.01. Prepayment Option. Lessee shall have the option to prepay all, but not less than all, its obligations under a Lease, at the following times and upon the following terms:

(a) From and after the date specified (if any) in the applicable Schedule (the *"Prepayment Option Commencement Date"*), on the Rental Payment Dates specified in the related Payment Schedule, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments then due and all other amounts then owing under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid balance as set forth in such Payment Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or 60 days after the casualty event) upon payment in full to Lessor of the sum of (i) any Rental Payment then due under such Lease *plus* (ii) the then applicable Outstanding Balance *plus* (iii) all other amounts then owing hereunder or in the event such prepayment occurs on a date other than a Rental Payment date, the sum of (x) the Outstanding Balance relating to the Rental Payment immediately prior to the date of such prepayment *plus* (y) accrued interest on the Outstanding Balance relating to the Rental Payment immediately prior to the date of such prepayment *plus* (z) all other amounts then owing hereunder; or

(c) Upon the expiration of the Lease Term under a Lease, upon payment in full of all Rental Payments then due and all other amounts then owing under such Lease to Lessor.

After payment of the applicable Prepayment Price and all other amounts owing under a Lease, Lessor's rights relating to the Equipment under such Lease will be terminated and the

Lessee will own the Equipment free and clear of Lessor's rights with regards to such Equipment as set forth in this Agreement.

ARTICLE XI

Section 11.01. Assignment by Lessor. (a) Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease, and all proceeds therefrom, may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or subassignees without the necessity of obtaining the consent of Lessee; *provided,* that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a *"qualified institutional buyer"* as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an *"accredited investor"* as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing a Lease (or any interest therein) for its own account with no present intention to resell or distribute such Lease (or interest therein), subject to each investor's right at any time to dispose of the related Lease or any interest therein as it determines to be in its best interests, (ii) shall not result in more than 35 owners of Lessor's rights and interests under a Lease or the creation of any interest in a Lease in an aggregate principal component that is less than the lesser of $100,000 or the then aggregate unpaid principal component of such Lease and (iii) shall not require Lessee to make Rental Payments, send notices or otherwise deal with respect to matters arising under a Lease with or to more than one Lease Servicer (as such term is defined below), and Lessee shall not be responsible for compliance with any State or Federal Securities laws associated therewith; and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the *"Lease Servicer"*) to act on their behalf with respect to the rights and interests of Lessor under the related Lease and Escrow Agreement, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of Lessor's right, title and interest in, to and under a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof.

During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or a Vendor. Assignments in part may include, without limitation, assignment of all of Lessor's rights to the Equipment listed in a particular Lease, all rights in, to and under the Lease related to such Equipment and all rights in, to and under the Escrow Agreement; provided, in the case of any partial assignment of this Lease, Lessee shall only be required to make Rental Payments to Lessor. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessor shall complete and provide Lessee with a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit H* attached to this Agreement. Within five (5) business days after its receipt of the Notice and Acknowledgement of Assignment, Lessee shall review, execute and deliver the same to Lessor. Lessee's City Manager is authorized to execute such Notice and Acknowledgement of Assignment on behalf of Lessee.

***Section 11.02. Assignment and Subleasing by Lessee*. None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Fund relating thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.**

ARTICLE XII

***Section 12.01. Events of Default Defined*.** Any of the following events shall constitute an *"Event of Default"* under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within 10 days after the date when due as specified therein or (ii) maintain insurance as required under such Lease (including Section 7.02 incorporated therein);

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or such Lease on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any event of default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregate amount in excess of $100,000;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists under a Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term under such Lease, Lessor may request that Lessee at Lessee's expense promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify. In such event, Lessor shall use its best efforts to sell or lease such Equipment or, for the account of Lessee, sublease such Equipment. If Lessee returns the Equipment and Lessor sells, leases or otherwise disposes of any or all of the Equipment, Lessor shall apply the proceeds of such sale, lease or other disposition as described in Section 12.04. Lessee shall not be liable for any deficiency after sale, lease or other disposition of the Equipment. If Lessee elects not to return the Equipment, Lessor is entitled to payment of unpaid Rental Payments through the date of Lessor's request to return the Equipment plus the then applicable Prepayment Price, as set forth in the

applicable Schedule for such Equipment. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein;

(c) Lessor may terminate the Escrow Agreement relating to such Lease and apply any proceeds in the Escrow Fund thereunder to the Rental Payments due under such Lease; and

(d) Subject to the next sentence, Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or the Escrow Agreement. The parties to this Agreement acknowledge that: (i) this Agreement is not intended to create a mortgage of or a security interest in the Equipment as proscribed by Nohrr v. Brevard County Educational Facilities Authority, 247 So. 2d 304 (Fla. 1971), and (ii) Lessor may not exercise any foreclosure-type remedies if an Event of Default occurs, State v. Brevard County, 539 So. 2d 461 (Fla. 1989), notwithstanding any provisions to the contrary in this Agreement.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro rata.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by nationally recognized overnight courier, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such

other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument, *provided* that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

Section 13.08 Public Records. All documents, papers, letters or other material made or received in conjunction with this Agreement shall be subject to the public records provisions of Chapter 119, Florida Statutes, unless exempted by law.

Section 13.09 Palm Beach County IG. In accordance with Palm Beach County ordinance number 2011-009, Lessor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Lessor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

Section 13.10 Discrimination. Lessor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Lessor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

Section 13.11 Convicted Vendor. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list: submitting a bid on a contract to provide any goods or services to a public entity; submitting a bid on a contract with a public entity for the construction or repair of a public building or public work; submitting bids on leases of real property to a public entity; being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and transacting business with any public entity in excess of the Category Two threshold amount provided in section 287.017, Florida Statutes. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Section 13.12 Waiver of Jury Trial. EACH PARTY WAIVES ANY RIGHTS THAT EACH OF THEM MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE WHICH ARISES OUT OF OR IS RELATED TO THIS AGREEMENT BETWEEN THE PARTIES.

Section 13.13 Venue. Each of the Parties irrevocably submits to the jurisdiction of any Florida State or Federal court sitting in Palm Beach County, Florida, in any action or proceeding arising out of or relating to this Agreement. The Parties hereby each irrevocably agree that all claims in respect of any such action or proceeding may be heard and determined in any such Florida State court or in such Federal court and irrevocably waive, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

By:_____
Terri Preston, Authorized Agent_____

LESSEE:
City of Lake Worth, Florida
7 N. Dixie Highway
Lake Worth, Florida 33460
Attention: Clerk of Court

By: _____
Pam Triolo, Mayor

(SEAL)

Attest:

By: _____
Pamela J. Lopez, City Clerk

Approved as to Legal Sufficiency:

By: _____
Glen J. Torcivia, City Attorney

LIST OF EXHIBITS

Exhibit A	—	Form of Schedule of Property
Exhibit B	—	Form of Rental Payment Schedule
Exhibit C-1	—	Form of Incumbency and Authorization Certificate
Exhibit C-2	—	Form of Authorizing Resolution
Exhibit D	—	Form of Opinion of Lessee's Counsel
Exhibit E	—	Form of Final Acceptance Certificate
Exhibit F	—	Form of Self-Insurance Certificate
Exhibit G	—	Form of Bank Qualification Designation
Exhibit H	—	Form of Notice and Acknowledgement of Assignment
Exhibit I	—	Form of Escrow Agreement

EXHIBIT A

FORM OF SCHEDULE OF PROPERTY NO. _____

Re: Master Equipment Lease/Purchase Agreement, dated as of _____, between Banc of America Public Capital Corp, as Lessor, and City of Lake Worth, Florida, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Agreement"*).

2. *Equipment*. For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date*. The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit B* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, and (ii) the date on which sufficient moneys to acquire and install the Equipment listed in this Schedule are deposited for that purpose with an Escrow Agent pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the *"Commencement Date"*).

(b) *Prepayment Price Schedule*. The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants*. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Leases pursuant to Resolution No. _____, approved on November 18, 2014; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease*. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

[OPTION: IF ESCROW AGREEMENT IS USED:

6. *Lease Proceeds.* The Lease Proceeds that Lessor shall pay to the Escrow Agent in connection with this Schedule is $_____, which $_____ is for deposit into the Escrow Fund. It is expected that by **[**six (6)**] [**twelve (12)**] [**eighteen (18)**]** months from the date of this Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before **[**six (6)**] [**twelve (12)**] [**eighteen (18)**]** months from the date of this Schedule.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Schedule to be paid to the Vendor (or reimbursed to Lessee) is $ _____.**]**

[OPTION: IF ESCROW AGREEMENT IS USED:

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the ____ month following the date hereof.**]**

[7**][**8**].** *Lease Term.* The Lease Term shall consist of the Original Term and ____ consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

[8][9]. *Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is _____.

[9][10]. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is _____% per annum. The Taxable Rate for this Schedule is _____% per annum.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

[10][11]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled in the name of Lessee as registered owner.

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[OPTION: IF EQUIPMENT BEING FINANCED MAY CONSTITUTE FIXTURES:

[11][12]. Lessee hereby represents and warrants for the benefit of Lessor that Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no pledge, lien, charge or other encumbrance of any nature whatsoever on or with respect to such real estate.

Dated: _____

LESSOR:
Banc of America Public Capital Corp
11333 McCormick Road
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

By:_____
Name: _____
Title: _____

LESSEE:
City of Lake Worth, Florida
7 N. Dixie Highway
Lake Worth, Florida 33460
Attention: City Manager

By: _____
Name: _____
Title: Mayor

EXHIBIT B

FORM OF RENTAL PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [INCLUDING PREPAYMENT PREMIUM]

EXHIBIT C-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, as duly elected and acting Clerk of the Circuit Court, ex officio Clerk of the Board of Commissioners of City of Lake Worth, Florida (the "Lessee") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of _____ (the *"Agreement"*) and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the *"Schedules"*), each between Lessee and Banc of America Public Capital Corp ("Lessor"), the Escrow Fund and Account Control Agreement dated as of _____ among Lessor, Lessee and _____ as Escrow Agent, and all documents related thereto and delivered in connection therewith (collectively, the *"Operative Agreements"*), and the Operative Agreements are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
_____	MAYOR	_____
_____	CITY MANAGER*	_____
_____	_____	_____

*Authorized to execute any Notice and Acknowledgement of Assignments, [and disbursement requests under the Escrow Agreement-please confirm if this is city manager or someone else we need to add above if this will be other than the Mayor].

Dated: _____ By:_____
Name: Pamela J. Lopez
Title: City Clerk

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT C-2

FORM OF AUTHORIZING RESOLUTION

RESOLUTION NO. __-2015 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth (also known as the *"Lessee"*), a political subdivision and municipal corporation of the State of Florida, is authorized by the laws of the State of Florida to purchase, acquire, install and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the City Commission for the Lessee has determined that a need exists for the purchase, acquisition, installation and lease of certain energy savings equipment with a cost not to exceed $_____, constituting personal property necessary for the Lessee to perform essential governmental functions (the "*Equipment*"); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Equipment Lease/Purchase Agreement (the *"Agreement"*) with Banc of America Public Capital Corp (or one of its affiliates)(the *"Lessor"*), a copy of which is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the City Commission of the Lessee deems it in the best interests of the Lessee and as serving a public purpose to enter into the Agreement and the documentation relate to the financing of the Equipment for the purchase, acquisition, installation and leasing of the Equipment as further described in the Agreement.

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

Section 1. The foregoing recitals are incorporated herein as true and correct statements.

Section 2. Approval of Documents. The forms, terms and provisions of the Agreement are hereby approved in substantially the form attached hereto as Exhibit "A", with such insertions, omissions and changes as shall be approved by the Mayor, City Clerk and City Attorney of the Lessee; provided that the total principal amount of the Rental Payments under the Agreement shall not exceed $_____and the maximum

interest rate used to determine the interest component of the Rental Payments shall not exceed ____%, the execution of such documents being conclusive evidence of such approval.

Section 3. Direction to Execute. The Mayor of the Lessee is hereby authorized and directed to execute, and the City Clerk of the Lessee is hereby authorized and directed to attest, countersign and/or seal, the Agreement and any related exhibits attached thereto and any and all other necessary documents and to deliver the Agreement, exhibits) and other documents to the Lessor.

Section 4. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Acceptance Certificates and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 5. No General Liability. Nothing contained in this Resolution, the Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Conflicts. All bylaws, orders and resolutions or parts thereof, in conflict herewith, are hereby repealed to the extent only of such inconsistency. This conflicts provision shall not be construed as reviving any bylaw, order or resolution or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its passage.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Resolution duly passed and adopted on the ____ day of _____, 2015.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, Clerk

EXHIBIT D

FORM OF OPINION OF LESSEE'S COUNSEL
(to be typed on letterhead of counsel)

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of _____, between Banc of America Public Capital Corp, as Lessor, and City of Lake Worth, Florida, as Lessee

Ladies and Gentlemen:

As legal counsel to City of Lake Worth, Florida (*"Lessee"*), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of _____ (the *"Agreement"*) and Exhibits thereto, between Banc of America Public Capital Corp, as lessor (*"Lessor"*), and Lessee; (b) an executed counterpart of Schedule of Property No. _____, dated _____, between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Schedule together with such incorporated terms and provisions are herein referred to collectively as the *"Original Schedule"*), has attached the Rental Payment Schedule with respect thereto (the *"Original Rental Payment Schedule"*) executed by Lessee, and provides for the lease of certain property listed in the Original Schedule (the *"Equipment"*); (c) an executed counterpart of that certain Escrow Agreement dated as of _____ (the *"Escrow Agreement"*), among Lessor, Lessee and _____, as Escrow Agent; (d) a certified copy of the ordinances or resolutions of the governing body of Lessee which, among other things, authorize Lessee to execute the Agreement, the Original Schedule, the Original Rental Payment Schedule, the Escrow Agreement and all additional Schedules of Property and related rental payment schedules to be entered into pursuant to the Agreement (each of which is herein referred to as an *"Additional Schedule"*) and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same manner and in substantially the same form as the Original Schedule; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Original Schedule, including the terms and provisions of the Agreement incorporated therein by reference, and the related Original Rental Payment Schedule are herein collectively referred to as the *"Lease."*

Based on the foregoing, I am of the following opinions:

1. Lessee is a political subdivision duly organized and existing under the laws of the State, and within the meaning of Section 103(c) of the Internal Revenue Code

of 1986, as amended (the *"Code"*) and the obligations of Lessee under the Lease constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease, purchase and acquire the Equipment and to execute and deliver the Lease and the Escrow Agreement and to perform its obligations under the Lease and the Escrow Agreement.

3. The Lease and the Escrow Agreement have been duly authorized and approved and have been duly executed and delivered by and on behalf of Lessee. Assuming due authorization, execution and delivery thereof by Lessor, each of the Lease and the Escrow Agreement constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Lease and the Escrow Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Lease and the Escrow Agreement or the rights of Lessor or its assigns, as the case may be, in the Equipment under the Lease or other collateral thereunder.

6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Agreement, the Lease or the Escrow Agreement, unless otherwise provided herein. Lessor and its successors and assigns with respect to any Lease, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments under the Lease are entitled to rely on this opinion.

Sincerely,

Glen J. Torcivia, Esq.
City Attorney for the City of Lake Worth

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of _____, between Banc of America Public Capital Corp, as Lessor, and City of Lake Worth, Florida, as Lessee

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement described above (the *"Agreement"*), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above-referenced Schedule of Property (the *"Schedule"*) has been delivered, installed and accepted by Lessee on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Schedule by reference are true and correct as of the date hereof.

5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the dated date of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____

LESSEE:

CITY OF LAKE WORTH, FLORIDA

By:_____
Name: _____
Title: Mayor

(SEAL)

Attest:

By: _____
Pamela J. Lopez, City Clerk

Approved as to Legal Sufficiency:

By: _____
Glen J. Torcivia, City Attorney

EXHIBIT F

FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of _____, between Banc of America Public Capital Corp, as Lessor, and City of Lake Worth, Florida, as Lessee

In connection with the above-referenced Schedule of Property (the *"Schedule"*), City of Lake Worth, Florida (the *"Lessee"*) hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement incorporated in the Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Schedule (herein, the *"Equipment"*). The dollar amount limit for property damage to the Equipment under such self-insurance program is $_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of $_____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is $_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of $_____.

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is $_____. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of $_____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from such sources are limited as follows: _____ _____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

CITY OF LAKE WORTH, FLORIDA

By:_____
Name: _____
Title: _____

EXHIBIT G

FORM OF BANK QUALIFICATION DESIGNATION

The undersigned, a duly authorized official of _____ (the *"Lessee"*) certifies in connection with Schedule of Property No. _____, dated _____, which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of _____ (such Schedule of Property and incorporated terms and provisions are herein referred to as the *"Lease"*), each between Banc of America Public Capital Corp and Lessee, as follows:

1. The obligations evidenced by the Lease are not "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the *"Code"*);

2. The Lessee hereby designates the principal components of the Rental Payments payable under the Lease as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed $10,000,000; and

4. Not more than $10,000,000 of obligations issued by the Lessee during the current calendar year have been designated for purposes of Section 265(b)(3) of the Code.

DATE: _____

LESSEE:

CITY OF LAKE WORTH, FLORIDA

By:_____
Name: _____
Title: _____

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP (*"Assignor"*) hereby gives notice that, as of _____, 20__, it has assigned and sold to _____ (*"Assignee"*) all of Assignor's right, title and interest in, to and under Schedule of Property No. _____, dated _____ (including the Rental Payment Schedule attached thereto, the *"Schedule"*), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of _____ (the *"Agreement"*), each between Assignor and City of Lake Worth, Florida (*"Lessee"*), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor's right, title and interest in the Equipment listed in the Schedule and all of Assignor's right, title and interest in, to and under the Escrow Agreement dated as of _____, 20__ (the *"Escrow Agreement"*), among Lessee, Assignor and Deutsche Bank Trust Company Americas, as Escrow Agent, together with the Escrow Fund related thereto (collectively, the *"Assigned Property"*).

For purposes of this Notice and Acknowledgment of Assignment (the *"Acknowledgment"*), *"Lease"* means collectively the Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term *"Lease"* specifically excludes all other Schedules of Property entered into under the Agreement and rental payments other than with respect to the Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default and (ii) except as provided in Section 3.03 of the Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense..

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	$_____
Total Amount of Rents Remaining	$_____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Fund	$_____

4. The Lease remains in full force and effect, has not been amended and no Event of Default or Event of Non-Appropriation has occurred thereunder.

5. By providing this Notice and Acknowledgement of Assignment, Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Fund, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

_____
_____
_____

ACKNOWLEDGED AND AGREED:

LESSEE: CITY OF LAKE WORTH, FLORIDA
[FOR EXHIBIT PURPOSES ONLY]

By:_____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP
[FOR EXHIBIT PURPOSES ONLY]

By:_____
Name: _____
Title: _____

EXHIBIT I

FORM OF ESCROW AGREEMENT

Escrow Agreement

This Escrow Agreement (this "Agreement"), dated as of _____, 2015, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), City of Lake Worth, a political subdivision of the State of Florida (hereinafter referred to as "Lessee") and Bank of America, National Association, a national banking association organized under the laws of the United States of America "Escrow Agent").

Reference is made to that certain Master Equipment Lease/Purchase Agreement dated as of _____, 2015, between Lessor and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Acquisition Amount ($_____) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "City of Lake Worth, Florida Escrow Account" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions designating a short-term investment for cash, cash in the Escrow Account shall remain uninvested. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow

Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Escrow Account. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this agreement, "Qualified Investments" means any investments which meet the requirements of Section 218.415, Florida Statutes, as amended.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account or (ii) written notice given by Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or

confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation ("the Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (check or wire). The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:

   (i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing

payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (iv) the Equipment is insured in accordance with the Lease; (v) no Event of Default (nor any event which, with notice or laps of time or both, would become an Event of Default) has occurred and is continuing; (vi) such disbursement shall occur during the Acquisition Period; (vii) the representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof; and (viii) no Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

2. Delivery to Lessor invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor; and

3. The disbursement shall occur during the Acquisition Period.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely, any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for identifying documents to be provided.

6. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt**.**

If to Lessor: Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 556-6977

If to Lessee: City of Lake Worth, Florida
7 N. Dixie Highway
Lake Worth, Florida 33460
Attn: City Manager
Fax: (561) 586-1750

If to Escrow Agent
Bank of America, National Association
Global Custody and Agency Services
135 S. LaSalle Street
IL4-135-05-07
Chicago, Illinois 60603
Attention: _____
Telephone: (312) _____
Fax: (312) 992-9833
Email address

7. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with

such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties hereto consent to jurisdiction in the State Florida and venue in any state or Federal court located in Palm Beach County, Florida.

9. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

10. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

11. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

12. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may

transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld;

In Witness Whereof, the parties have executed this Escrow Agreement as of the date first above written.

Banc of America Public Capital Corp
as Lessor

By: _____

Name: _____

Title: _____

City of Lake Worth, Florida
as Lessee

By: _____

Name: _____

Title: _____

Bank of America, National Association
As Escrow Agent

By: _____

Name: _____

Title: _____

SCHEDULE 1
to the Escrow Agreement

FORM OF DISBURSEMENT REQUEST

Re: Master Equipment Lease/Purchase Agreement dated as of _____, 2015 by and between Banc of America Public Capital Corp, as Lessor and the City of Lake Worth, Florida, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of _____, 2015 (the "Escrow Account Agreement") by and among Banc of America Public Capital Corp ("Lessor"), the City of Lake Worth, Florida ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: _____

CITY OF LAKE WORTH, FLORIDA

By: _____
Name: _____
Title: _____

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the City of Lake Worth, Florida (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of _____, 2015, by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow Agreement dated as of _____, 2015, among Lessor, Lessee and Bank of America, National Association, as Escrow Agent, and all documents related thereto and delivered in connection therewith (collectively, the *"Agreements"*), and the Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
_____	MAYOR	_____
_____	CITY MANAGER*	_____
_____	_____	_____

*Authorized to execute any Notice and Acknowledgement of Assignments, [and disbursement requests under the Escrow Agreement-please confirm if this is city manager or someone else we need to add above if this will be other than the Mayor].

Dated: _____ By:_____

Name: Pamela J. Lopez

Title: City Clerk

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

Escrow Agreement dated as of _____, 2015, by and among Banc of America Public Capital Corp, as Lessor, City of Lake Worth, Florida, as Lessee, and Bank of America, National Association, as Escrow Agent

Certificate of Authorized Representatives – [Lessor]

Name: Eileen Harwell

Title: Authorized Agent

Phone: 415-765-1897

Facsimile: 415-343-0531

E-mail: Eileen.harwell@baml.com

Signature: _____

Fund Transfer / Disbursement Authority Level:

- o Initiate
- o Verify transactions initiated by others

Name: Augustine Reichenbach

Title: Authorized Agent

Phone: 415-765-1873

Facsimile: 904-312-6101

E-mail: Augustine.reichenbach@baml.com

Signature: _____

Fund Transfer / Disbursement Authority Level:

- o Initiate
- o Verify transactions initiated by others

Name: Bridgett Arnold

Title: Authorized Agent

Phone: 415-765-1867

Facsimile: 415-343-0533

E-mail: Bridgett.arnold@baml.com

Signature: _____

Fund Transfer / Disbursement Authority Level:

- o Initiate
- o Verify transactions initiated by others

Name: Elizabeth Castillo

Title: Authorized Agent

Phone: 415-765-7351

Facsimile: 415-343-0533

E-mail: elizabeth.castillo@baml.com

Signature: _____

Fund Transfer / Disbursement Authority Level:

- o Initiate
- o Verify transactions initiated by others

Name: Yvette Montalvo Baron	**Name**: _____
Title: Authorized Agent	**Title**: _____
Phone: 415-765-7371	**Phone**: _____
Facsimile: 415-343-0533	**Facsimile**: _____
E-mail: Yvette.m.montalvo_baron@baml.com	**E-mail**: _____
Signature: _____	**Signature**: _____
Fund Transfer / Disbursement Authority Level:	Fund Transfer / Disbursement Authority Level:
o Initiate	o Initiate
o Verify transactions initiated by others	o Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Banc of America Public Capital Corp

By: _____
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 1, 2015, Regular Meeting **DEPARTMENT:** City Manager

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EXECUTIVE BRIEF

TITLE: Energy Services Agreement with Siemens Industry, Inc., Building Technologies Division

SUMMARY: The Energy Services Agreement provides for the installation of energy savings measures as detailed in Siemens' Technical Energy Audit.

BACKGROUND AND JUSTIFICATION:

After a competitive solicitation process consistent with section 489.145, Florida Statutes, on April 1, 2014, the City approved an Energy Audit Agreement with Siemens Industry, Inc., Building Technologies Division ("Siemens") to conduct an energy audit of the City's major facilities and systems. Earlier this year, Siemens presented a draft of its Technical Energy Audit to City staff for review. City staff requested revisions to the Technical Energy Audit and a proposed Energy Services Agreement for the installation of the energy savings measures detailed in the Technical Energy Audit. Through a collaborative process, City staff and Siemens have finalized the Technical Energy Audit and a proposed Energy Services Agreement.

The Energy Services Agreement proposes the installation and implementation of four major Facility Improvement Measures ("FIMs"): (1) Facility Retrofits (lighting, occupancy sensors, water conservation measures and HVAC replacement); (2) Solar Array at Landfill; (3) Advanced Meter Infrastructure; and (4) LED Street Lights. The total cost of the project to the City is projected to be $32.5M which includes: City direct purchase equipment costs ($11M); Siemens cost of the work for installation ($12M); Performance Assurance Services Program costs of $1.3M (paid to Siemens over 15 year term); third party maintenance agreements costs of $1.6M (paid to Tantalus and N. Harris over 15 year term); and, the remainder being interest payments on the Bank of America equipment lease loan to fund the direct purchase and installation costs. Siemens is guaranteeing that the City will obtain $33.4M in savings during construction and through the 15 year term (roughly $900,000 above the total project cost). The savings are calculated from a baseline during construction and each year of the 15 year term. If the guaranteed savings are not reach during construction or any year of the 15 year term, the City is entitled to receive the difference between what was guaranteed versus what was actually obtained based on the contracted baseline.

Contingent upon the Energy Services Agreement being effective is the approval and closing of a Bank of America equipment lease loan to pay for the equipment and installation costs ($23M). Once funded, the monies will be deposited into an escrow account from which the City will make draws to pay Siemens and make the direct equipment purchases.

The City is agreeing to make the direct equipment purchases for the major equipment to be installed by Siemens. This is authorized under section 212.08, Florida Statutes, and results in significant tax savings for the project. Siemens is responsible for creating a list of all equipment to be purchased by the City and specifying the vendor. It is proposed that once monies are deposited into the escrow account, the City will make direct purchases from

the identified vendors without a separate competitive process. Pursuant to section 2-112(j) of the City's purchasing code, the City Commission may waive competitive selection procedures upon the recommendation of the City Manager. The City Manager and City Attorney are recommending a waiver in order for the City to rely on Siemens for identifying the specific equipment and vendor and in order to expedite the purchase and acquisition of all equipment for the project. The project schedule is 540 days; delays in purchasing the equipment will have a detrimental impact on the schedule and potential savings.

Attached are the proposed Energy Services Agreement (53 pages) and the exhibits thereto (126 pages). The City also has a copy of the finalized Technical Energy Audit (355 pages); copies are available at the City Clerk's office. City staff and Siemens believe the documents are substantially complete; however, further modifications may be necessary to make the Energy Services Agreement consistent with the requirements of the Bank of America equipment lease. If further modifications are necessary, City staff is requesting authorization for the Mayor and City Clerk to execute (as modified) the Energy Services Agreement (including the exhibits) as approved by the City Attorney and City Manager. City staff will report back to the Commission on any substantive changes.

MOTION: Move to approve the Energy Services Agreement with Siemens Industry, Inc., Building Technologies Division, including a waiver as provided in section 2-112(j) of the City's purchasing code and with authorization to the Mayor and City Clerk to execute the Energy Services Agreement as may be modified hereafter with the approval of the City Attorney and City Manager.

ATTACHMENT(S):
Fiscal Impact Analysis
Energy Services Agreement with exhibits

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All terms and conditions used in these Exhibits have the same meaning as set forth in the Energy Services Agreement unless a different meaning is clearly provided in the Exhibits.

Exhibit A –Scope of Work

Lighting Retrofits

This section describes the interior and exterior lighting scope of work. The sections are partitioned on retrofit type and facilities covered within that retrofit type. All work associated with this FIM will meet or exceed current lighting levels.

Exclusions: To the extent SIEMENS is required to correct or repair existing code, specification, or standard deficiencies inherent in existing equipment, fixtures, or installations and such non-compliant condition(s) are not due to the acts or omissions of Siemens, its Subcontractors or persons utilized by them, such work shall be considered extra Work outside the scope of this FIM for which SIEMENS shall be entitled to additional compensation as approve by Change Order..

Removal and disposal of modified existing lighting equipment is included.

NOTE: The section within Appendix B of the Technical Energy Audit Report dated July 28, 2015, page 3, entitled Lighting Line by Lines and Calculations, shows a detailed room-by-room scope of work for the Lighting Retrofit including quantities, location and specification of lighting equipment to be installed by SIEMENS, which is incorporated in the Contract Documents by reference.

LED (LIGHT-EMITTING DIODE)

Energy Star labeled LED lamps, or Design Lights Consortium tested and verified LED fixtures will be used.

FLUORESCENT

A non-proprietary proven lamp and ballast combination has been selected. The ballasts incorporate an intelligent voltage capability allowing the ballast to be used on both 120v and 277v applications. The T8 lamps are a premium high lumen, extended life type.

This project will install 25-watt energy saving lamps. The lamp and ballast system will replace existing T8 linear fluorescent fixtures with instant start ballast by re-lamping them with the latest in T8 technology. This T8 retrofit strategy will maintain recommended light levels. Fluorescent fixtures with broken lamp tombstones will have the tombstones replaced at no additional cost. All fixtures retrofitted will be dry wiped to remove dust and particulate matter to improve fixture lumen efficiency.

HIGH INTENSITY DISCHARGE

Exterior HIDs, high-pressure sodium and metal halide building mounted fixtures will be replaced with LED Fixtures from recognized manufacturers that have met the required standards for light quality, efficiency and longevity. The new fixture replacement will furnish light levels that are in compliance with IES and support the existing site condition requirements. Existing HID site lighting proposed to be replaced with new LED fixtures will also utilize photocells.

Interior HID fixtures that are located in gymnasiums, warehouses, garages, and processing rooms in the Water Treatment building will be replaced with fluorescent surface mount / high-bay fixtures utilizing energy efficient T8 fluorescent technology. HID fixtures in the building that do not lend themselves to being replaced in a cost effective manner with fluorescent, Induction or LED technology have been excluded.

INCANDESCENT

In applications where it is used as a primary source of illumination and Siemens determines that sufficient operating hours are present, existing incandescent fixtures will be replaced with new fixtures utilizing linear fluorescent or plug-in compact fluorescent lamp fixtures. In areas where incandescent fixtures are the primary light source but have limited operating hours, incandescent lamps will be replaced with a self-ballasted screw-in compact fluorescent lamp.

OCCUPANCY SENSORS

A total of 213 occupancy sensors shall be installed in the facilities listed in Table A.1 below. Designated, existing vending machines with non perishable snacks and beverages have also been addressed with occupancy based controls to reduce electrical consumption during low occupancy periods. If old vending machines are substituted for new vending machines (due to a change in vending machine contractors), such changes will not impact the Scope of Work.

The following building lighting assessment descriptions will show an accurate breakdown of the lighting technology presently being utilized and the proposed energy efficient retrofit strategy recommended.

TABLE A.1 RETROFIT DESCRIPTIONS BY BUILDING

BUILDING NAME	EXISTING & RETROFIT STANDARD LEGEND DESCRIPTIONS	EXISTING QTY	RETROFIT QTY
City Hall	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	233	0
	Existing Exit Sign - Proposed New LED Fixture	1	1
	Existing Incandescent - Proposed Relamp Compact Fluorescent	2	2
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	2	2
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	2	2
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8 Reduce Lamp Qty	4	4
Gym	Existing High Intensity Discharge - Proposed New Linear Fluorescent Fixture T8 High-Bay	30	0
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	23	23
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8 Reduce Lamp Qty	18	18
	Existing T8 Fluorescent U Tube - Proposed Relamp Reballast Linear Fluorescent T8 With Reflector kit	1	1
Library	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	7	0
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	113	113
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8 Reduce Lamp Qty	39	39
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	2	2
City Hall Annex	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	19	0
	Existing Incandescent - Proposed Relamp Compact Fluorescent	4	4
	Existing Incandescent - Proposed Retrofit LED	3	3
	Existing T12 Fluorescent - Proposed New Linear Fluorescent Fixture T8	2	2
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	20	20
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8 Reduce Lamp Qty	72	72
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	20	20
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8 Reduce Lamp Qty	4	4
	Existing T8 Fluorescent U Tube - Proposed Relamp Reballast Linear Fluorescent T8 With Reflector kit	2	2
Refuse Division	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	6	0
	Existing High Intensity Discharge - Proposed New Linear Fluorescent Fixture T8 High-Bay	6	6
	Existing Incandescent - Proposed Relamp Compact Fluorescent	22	22
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	3	3
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8 Reduce Lamp Qty	39	39
Department of Sustainability-Offices/Warehouse	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	2	0
	Existing High Intensity Discharge - Proposed New Linear Fluorescent Fixture T8 High-Bay With Sensor	17	17
	Existing Incandescent - Proposed Relamp Compact Fluorescent	2	2
	Existing Incandescent - Proposed Relamp LED Dimmable	6	6
	Existing T12 Fluorescent - Proposed New LED Fixture With Sensor	38	38
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	98	98
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8 Reduce Lamp Qty	7	7
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8 With Reflector kit	26	26
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	57	57
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8 Reduce Lamp Qty	4	4
	Existing T8 Fluorescent U Tube - Proposed Relamp Reballast Linear Fluorescent T8 With Reflector kit	36	36

BUILDING NAME	EXISTING & RETROFIT STANDARD LEGEND DESCRIPTIONS	EXISTING QTY	RETROFIT QTY
Lake Worth Ocean Rescue	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	32	0
	Existing High Intensity Discharge - Proposed New LED Fixture	4	4
	Existing Incandescent - Proposed New LED Fixture	25	25
	Existing Incandescent - Proposed Relamp Compact Fluorescent	4	4
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	10	10
Water Treatment Plants	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	18	0
	Existing Exit Sign - Proposed New LED Fixture	11	11
	Existing High Intensity Discharge - Proposed New Linear Fluorescent Fixture T8	1	1
	Existing High Intensity Discharge - Proposed New Linear Fluorescent Fixture T8 High-Bay With Sensor	38	38
	Existing Incandescent - Proposed Relamp Compact Fluorescent	2	2
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	139	139
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8 Reduce Lamp Qty	15	15
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	191	191
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8 Reduce Lamp Qty	29	29
	Existing T8 Fluorescent U Tube - Proposed Relamp Reballast Linear Fluorescent T8 With Reflector kit	10	10
Northwest Park and Ball Fields	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	61	0
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	29	29
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	2	2
Harold Grimes Memorial Park	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	27	0
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	18	18
Lake Worth Golf Club	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	41	0
	Existing Exit Sign - Proposed New LED Fixture	2	2
	Existing High Intensity Discharge - Proposed New LED Fixture	1	1
	Existing Incandescent - Proposed Relamp LED Dimmable	3	3
	Existing T12 Fluorescent HO - Proposed Relamp Reballast Linear Fluorescent T8 With Reflector kit	20	20
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	27	27
	Existing T8 Fluorescent U Tube - Proposed Relamp Reballast Linear Fluorescent T8 With Reflector kit	98	98
Public Services Warehouses and Trailers	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	13	0
	Existing High Intensity Discharge - Proposed New LED Fixture	2	2
	Existing High Intensity Discharge - Proposed New Linear Fluorescent Fixture T8 High-Bay With Sensor	4	4
	Existing Incandescent - Proposed New Linear Fluorescent Fixture T8	30	30
	Existing Incandescent - Proposed Relamp Compact Fluorescent	4	4
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	24	24
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8 Reduce Lamp Qty	28	28
	Existing T12 Fluorescent HO - Proposed Relamp Reballast Linear Fluorescent T8 With Reflector kit	7	7
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	30	30
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8 Reduce Lamp Qty	1	1
	Existing T8 Fluorescent U Tube - Proposed Relamp Reballast Linear Fluorescent T8 With Reflector kit	1	1
Public Saftey Building	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	310	0
	Existing T12 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	31	31
	Existing T8 Fluorescent - Proposed Relamp Reballast Linear Fluorescent T8	109	109
	Existing T8 Fluorescent U Tube - Proposed Relamp Reballast Linear Fluorescent T8 With Reflector kit	3	3

BUILDING NAME	EXISTING & RETROFIT STANDARD LEGEND DESCRIPTIONS	EXISTING QTY	RETROFIT QTY
City Hall Exterior	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	9	0
Gym Exterior	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	3	0
	Existing High Intensity Discharge - Proposed New LED Fixture	15	15
Library Exterior	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	6	0
City Hall Annex Exterior	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	14	0
Refuse Division Exterior	Existing High Intensity Discharge - Proposed New LED Fixture	16	0
Department of Sustainability-Offices/Warehouse Exterior	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	3	0
	Existing High Intensity Discharge - Proposed New LED Fixture	11	11
	Existing Incandescent - Proposed Relamp Compact Fluorescent	3	3
Water Treatment Plants Exterior	Existing Compact Fluorescent - Proposed New LED Fixture	1	0
	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	8	8
	Existing High Intensity Discharge - Proposed New LED Fixture	53	56
Northwest Park and Ball Fields Exterior	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	10	0
	Existing High Intensity Discharge - Proposed New LED Fixture	33	33
Harold Grimes Memorial Park Exterior	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	1	0
	Existing High Intensity Discharge - Proposed New LED Fixture	7	7
Lake Worth Golf Club Exterior	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	36	0
	Existing High Intensity Discharge - Proposed New LED Fixture	12	12
	Existing High Intensity Discharge - Proposed Retrofit LED	5	5
	Existing Incandescent - Proposed New LED Fixture	5	5
	Existing Incandescent - Proposed Relamp Compact Fluorescent	11	11
Public Services Warehouses and Trailers Exterior	Existing High Intensity Discharge - Proposed New LED Fixture	9	0
	Existing Incandescent - Proposed Relamp Compact Fluorescent	3	3
Public Saftey Building Exterior	Existing Excluded due to lack of cost effective replacement or more efficient option - No Retrofit Proposed	14	0
	Existing High Intensity Discharge - Proposed New LED Fixture	11	11
	Existing Incandescent - Proposed New LED Fixture	2	2
	Existing Incandescent - Proposed Relamp Compact Fluorescent	1	1

Note: tandem wire and design strategies may result in a reduced retrofit fixture quantity.

Table A.2 below shows the Facilities in which the sensor controls will be installed:

TABLE A.2 LIGHTING CONTROLS BY BUILDING

Building Name	Sensor Qty.
City Hall	19
Gym	7
City Hall Annex	25
Department of Sustainability-Offices/Warehouse	81
Water Treatment Plants	0
Harold Grimes Memorial Park	0
Public Services Warehouses and Trailers	21
City Hall Exterior	0
Gym Exterior	0
City Hall Annex Exterior	0
Department of Sustainability-Offices/Warehouse Exterior	0
Northwest Park and Ball Fields Exterior	0
Lake Worth Golf Club Exterior	0
Public Saftey Building Exterior	0

Building Name	Sensor Qty.
Shuffleboard Building	0
Library	27
Refuse Division	8
Lake Worth Ocean Rescue	0
Northwest Park and Ball Fields	0
Lake Worth Golf Club	6
Public Saftey Building	19
Shuffleboard Building Exterior	0
Library Exterior	0
Refuse Division Exterior	0
Water Treatment Plants Exterior	0,
Harold Grimes Memorial Park Exterior	0
Public Services Warehouses and Trailers Exterior	0
Grand Total	**213**

Water Conservation

The water efficiency devices are detailed below and were selected for their efficiency, durability, minimal maintenance requirement, and improved hygiene.

All of the retrofits meet or exceed the Energy Act of 1992, which mandates the use toilets with 1.6 gallons per flush, showerheads that consume no more than 2.5 gallons per minute, and faucets that deliver less than or equal to 2.0 gallons per minute.

Exclusions: All work contemplated under this FIM assumes existing plumbing infrastructure complies with all applicable codes and ordinances and is sufficient to support the efficiency upgrades listed herein. To the extent Siemens is required to repair or replace plumbing lines, piping or other systems beyond the fixtures listed herein and such non-compliant conditions are not due to the acts or omissions of Siemens, its Subcontractors or persons utilized by them, such work shall be considered extra Work and subject to additional compensation as approved by Change Order.

Building Name	Total Existing Fixtures Analyzed	A1	T1	U1	A2	S1	P1	P2	ICE-1000	WEL L-1	NOSAV	DONOT
City Hall	24	7	8	1	1	0	0	0	0	0	6	1
City Hall Annex	14	3	0	0	1	0	0	0	0	0	10	0
Pool	56	18	8	0	0	6	0	0	0	0	24	0
Harold Grimes Park	5	0	0	0	0	0	0	0	0	0	4	0
Gymnasium	18	6	0	0	0	0	0	0	0	0	12	0
Water Treatment Plant	25	5	2	0	1	1	0	4	1	0	10	1
Public Works Admin	6	3	0	0	0	0	0	0	0	0	3	0
Garage	14	4	0	1	0	0	0	0	1	0	7	1
Golf Course	44	14	0	0	0	2	3	1	1	0	21	2
Community Sustainability	30	10	3	0	3	0	0	0	1	0	9	4
Refuse Bldg	21	5	0	1	1	0	0	0	2	0	8	4
Northwest Park	26	10	0	2	0	0	1	0	1	0	12	0
Library	12	1	0	1	0	0	0	0	0	0	10	0
TOTALS	**295**	**86**	**21**	**6**	**7**	**9**	**4**	**5**	**7**	**0**	**136**	**13**

A1 – Restroom Faucet - Installation of 0.5 GPM flow restrictor and repair or replace leaking faucet as needed

T1 – Water Closet - Installation of new 1.6 GPF water closet and flush valve

U1 – Urinals - Installation of new 0.5 or 1.0 GPF flush valve (dependent on urinal type)

A2 – General Purpose Faucet - Installation of 1.5 GPM flow restrictor and repair or replace leaking faucet as needed

S1 – Showers - Replace with new low flow shower heads and repair/replace shower valves as needed

P1 – Sinks - Installation of Pedal Valve on Sink

P2 – Sinks - Installation of Pedal Valve on Sink + 1.5 GPM flow restrictor

ICE-1000 – Installation of Vizion Chill ICE-1000 unit on ice machine

WATER CONSERVATION SCOPE

Staff and Public Restroom Faucets (Retro Code – A1): Installation of 0.5 GPM flow restrictors on faucets currently equipped with 2.0 to 3.0 GPM flow restrictors. The current faucets will also be repaired/replaced as necessary to eliminate leaks. These flow restrictors will be tamper proof so that users cannot remove them. Special keys, used to remove the flow restrictors for any necessary maintenance, will be supplied to the maintenance group. Additionally, current faucets will be

repaired and/or replaced as necessary to eliminate leaks. This scope is applicable at the following facilities:

General Purpose Sinks (Retro Code – A2): Installation of 1.5 GPM flow restrictors on faucets currently equipped with 2.0 to 3.0 GPM flow restrictors. The current faucets will also be repaired/replaced as necessary to eliminate leaks. These flow restrictors will be tamper proof so that users cannot remove them. Special keys, used to remove the flow restrictors for any necessary maintenance, will be supplied to the maintenance group. Additionally, current faucets will be repaired and/or replaced as necessary to eliminate leaks. This scope is applicable at the following facilities:

Urinal (Retro Code – U1): Installation of 0.5 or 1.0 GPF flush valve (dependent on urinal type). Urinals that receive this retrofit are currently consuming 1.5 GPF or more.

Water Closet (Retro Code – T1): Installation of 1.6 gallons per flush (GPF) water closet and flush valve in place of existing equipment that currently consumes 3.5 to 5.0 GPF. Flushing performance shall meet or exceed ASME and ANSI performance standards for low consumption toilets.

Tank Toilet (Retro Code – T1): Installation of 1.6 gallons per flush (GPF) tank toilets in place of existing equipment that currently consumes 3.5 to 5.0 GPF.

Showers (Retro Code – S1): Installation of high performance, low flow showerheads. The existing 2.5 to 5.0 GPM showerheads will be replaced with 1.5 GPM heads and the shower valves will be repaired/replaced as necessary to eliminate leaks.

Ice Machines (Retro Code – ICE-1000): Installation of Vizion Chill heat exchanger on ice machine.

Hand Wash / Medical Style Service Sinks (Retro Code – P2): Installation of Pedal ValveTM controls on Sinks. The medical service sinks will be retrofitted with hands free foot pedal faucet controllers and a 1.5 GPM flow restrictor. The medical service Pedal ValveTM controls will be equipped with a locking mechanism for those applications where an unattended constant flow is necessary.

Food Service Sinks (Retro Code – P1): Installation of Pedal ValveTM controls on Sinks. The food service sinks will be retrofitted with hands free foot pedal faucet controllers. The food preparation and pot washing service Pedal ValveTM controls will be equipped with a locking mechanism for those applications where an unattended constant flow is necessary.

Disposition of Removed Equipment: All existing equipment will be removed and properly disposed or recycled by the contractor. Due to the probability and nature of contamination of the removed equipment, future use of the materials is not recommended and the material will not be made available for surplus.

DX Replacements

The following are the specific DX units that have been identified for replacement:

General Information of DX Units Identified for Replacement								
BLDG	Make	Model	Mfg Date	Operating Tons	V	Ph	Amps RLA	Max kW
Dept of Sustainability	Carrier	38AKS024--K510	1990s	12	230	3	40	14.3
Dept of Sustainability	Carrier	38AKS028--K500	1990s	20	230	3	73	26.2
Dept of Sustainability	York	H2CB048S25A	1991	3.6	230	3	13	4.7

Each of the above mentioned units operate at approximately 10 SEER efficiencies. These will be replaced with 13 SEER unit models equivalent in size and operational capabilities to ensure proper alignment with the existing footprints. Both the air handler and condensing unit are to be replaced.

If the associated refrigerant piping needs to be replaced as a result of manufacture installation requirements, this too will be conducted as part of the scope of work.

These facilities are not equipped with a central building automation system. Each air handler is controlled by a dedicated thermostat. The replacement will include the removal and hauling of equipment slated for replacement and any associated piping and electrical that will not be in use after installation.

Exclusions: The replacement of the controls system at this facility is not within the scope of work for this FIM. The scope also excludes any work associated with the modification of outside air intake volumes and/or practices currently exhibited at each facility. To the extent SIEMENS is required to correct or repair existing code, specification, or standard deficiencies inherent in existing equipment or installations and the existence of such non-compliant conditions are not due to the acts of Siemens, its Subcontractors or persons utilized by them, such work shall be considered extra Work outside the scope of this FIM for which SIEMENS shall be entitled to additional compensation as approved by Change Order.

Ocean Rescue LED Pool Lights

The City of Lake Worth currently utilizes 14 incandescent lamps to light the pool at the Ocean rescue building. This FIM addresses the retrofitting these lights with 14 Pure White (EQ 300W) LED Pool Light, 12V, 100', Polished. All work associated with this FIM will meet or exceed current lighting levels. Removal and disposal of modified existing lighting equipment is included.

Exclusion: To the extent SIEMENS is required to correct or repair existing code, specification, or standard deficiencies inherent in existing equipment, fixtures, or installations and such conditions are Concealed Conditions, such work shall be considered extra work outside the scope of this FIM for which SIEMENS shall be entitled to additional compensation as approved by Change Order.

Installation of PV Solar Array at Landfill

Siemens will install a 2.019 MW DC PV ground mount solar system on the City's capped landfill. The City will work in conjunction with Siemens to complete construction of the solar array and has taken on the responsibility of providing the necessary transformer for the site, as well as providing all equipment, materials and labor to perform the interconnect to the local grid. The total $1,021,916 contingency has been created to address any and all deviations and added scope for all FIMs in this project including, but not limited to funding a project manager for the City and CNG audit costs (once approved via amendment to the Energy Audit Agreement). For the PV Solar Array FIM, this includes the interconnect scope to be performed by the CITY. Except as specifically noted in this scope of work, all Work for this FIM is to be completed by SIEMENS.

This system will sit atop the landfill in a ballast rack configuration to maximize power and minimize footprint. There will be no penetrations of the existing landfill cap with footings; instead, a poured in place ballasted system will support the racking.

The scope includes furnishing and installing:

- all wiring needed for installation
- DC / AC disconnects and corresponding wiring schematic
- all required data monitoring equipment and accessories for a fully functional system
- a Cellular Revenue Grade DAQ and Weather Station platform to monitor the inverters and system performance.

Exposed wiring will be housed in a wire management system rated for outdoor UV conditions, and Siemens will provide all trenching, as required, to the inverter locations and PV collections panel.

All construction will be designed and performed to meet federal, state and local codes. The racking system will be designed to meet 170 mph wind loading tilted at 20 degrees with an Azimuth of approximately 180 degrees due south.

Siemens will provide a concrete pad for the transformer. The City, however, is responsible for the design, procurement, and installation of the transformer and all construction occurring between the transformer and electrical grid (the interconnect portion of this construction).

At the site a single lane, gravel based access road will be installed by SIEMENS from the drive to the top of the land selected at the landfill. Additional Civil work is to be provided on the site by installing a geo-technical mat with a layer of crushed stone under the array. This work is determined to greatly eliminate weeds and grass from growing under the solar array.

The site is determined to be safe and is located behind a secure fence with lockable gates. No additional fencing will be provided. The site has also been determined to be acceptable for this installation. A post closure permit has not been provided.

Following is a breakdown of the scope of work:

PREPARATORY WORK

- Design photovoltaic system in accordance with manufacturer's specifications, federal, state and local building code.
- Provide electrical engineering, structural engineering, civil engineering and layouts as required for permitting.

- Provide site surveying to layout all cast in place foundations per Game Change Racking Layout.
- Furnish and Install concrete pad for central inverters or rack mounted brackets for string inverters as required.
- Install single lane site access road from existing drive lot to top of elevation as required for site access. Road to be constructed using appropriate gravel base material.

GAME CHANGE RACKING POUR IN PLACE BALLASTED RACKING SYSTEM

- Furnish and Install Game Change Pour in Place system over existing site conditions per approved layouts and design documents.
- Racking to be installed at 20 degree tilt angle and oriented per final design drawings, with a southern orientation.

PHOTOVOLTAIC MODULES

- Furnish and Install 2,014 kWp of solar modules. For the basis of design, this equated to 6,498 Q CELLS Polycrystalline 310 watt PV modules.

INVERTERS

- Furnish and Install fifty-nine (59) ABB Trio 27.6kW string level inverters per final design documents or approved equal. An additional 3 inverters will be purchased as spares, bringing the total to 62 purchased inverters.
- Three (3) additional inverters are to be purchased as extra material in case of manufacturer defects.
- Furnish and install PV combiner panel(s) as required per final design documents.

ACCESSORIES

- Furnish and install all wiring needed for installation. Exposed wiring will be housed in wire management system and outdoor UV rated.
- Furnish and install DC / AC disconnects as required by engineering will be installed per wiring schematic.
- Furnish and Install all required data monitoring equipment and accessories for a fully functional Revenue Grade DAQ and Weather Station platform.
- Provide all trenching as required to inverter locations and PV collections panel.
- Provide NABCEP certified Testing and Commissioning agent upon completion.

EXCLUSIONS

- Removal of existing vertical culvert pipes assumed to be gas relief vents.
- Site Fencing. Area is already secure and has continuous fencing.
- Internet service for data monitoring.
- Local permit fees
- Switchgear
- Step-up/down transformers

- Interconnection

Advanced Meter Infrastructure

DESCRIPTION

Except as otherwise expressly provided herein, SIEMENS shall provide each and every item of cost and expense necessary to implement the following FIM, which are described below:

SPECIFIC ELEMENTS

Replacement of Water and Electric Meters with Radio Read Capabilities

SIEMENS will replace existing water meters with new water meters, replace existing electric meters with new electric meters where necessary and any required modifications to existing meter boxes, lids, etc. as outlined below. Meter quantities and types are listed in the following Table A.3.

TABLE A.3 - METER QUANTITIES AND TYPES

Size	Type	Qty
5/8" x 3/4"	Badger E-Series Meter Installation with Itron/Tantalus Endpoint	8030
5/8" x 3/4"	Badger PD Meter Retrofit with New Register & Itron/Tantalus Endpoint	3468
1"	Badger E-Series Meter Installation with Itron/Tantalus Endpoint	917
1"	Badger PD Meter Retrofit with New Register & Itron/Tantalus Endpoint	493
1.5"	Badger E-Series Meter Installation with Itron/Tantalus Endpoint	245
1.5"	Badger PD Meter Retrofit with New Register & Itron/Tantalus Endpoint	114
2"	Badger E-Series Meter Installation with Itron/Tantalus Endpoint	213
2"	Badger PD Meter Retrofit with New Register & Itron/Tantalus Endpoint	92
3"	Badger Turbine Meter Retrofit with New Register & Itron/Tantalus Endpoint	9
3"	Badger Compound Meter Retrofit with New Registers & Itron/Tantalus Endpoint	8
4"	Badger Turbine Meter Retrofit with New Register & Itron/Tantalus Endpoint	4
4"	Badger Compound Meter Retrofit with New Registers & Itron/Tantalus Endpoint	4
4"	Badger Compound Meter Installation with Itron/Tantalus Endpoint	1
4"	Badger FS Compound Meter Installation with Itron/Tantalus Endpoint	1

TABLE A.3 (CONT) – METER QUANTITIES AND TYPES

Size	Type	Qty
4"	Badger FS Compound Meter Retrofit with New Registers & Itron/Tantalus Endpoint	1
6"	Badger Turbine Meter Retrofit with New Register & Itron/Tantalus Endpoint	3
6"	Badger Compound Meter Retrofit with New Registers & Itron/Tantalus Endpoint	2
6"	Badger FS Compound Meter Installation with Itron/Tantalus Endpoint	1
6"	Badger FS Compound Meter Retrofit with New Registers & Itron/Tantalus Endpoint	3

10"	Badger FS Compound Meter Retrofit with New Registers & Itron/Tantalus Endpoint	1
2S	Itron Electric Meter Install (s-base socket only)	22938
FM20 & 200 AMP	Itron Electric Meter Install Sentinel FM 20 & 200 Amp	3444

For Water Meters SIEMENS shall also include:

- Meter box replacement with lid where reasonably necessary for meters 2" and below;
- Dig up box for new box install where determined reasonably necessary by Siemens;
- Dig up box reposition for install where determined reasonably necessary by Siemens;
- New meter lid where determined reasonably necessary by Siemens;
- Cut concrete/asphalt to access meter within two feet of meter box where reasonably necessary;
- Replace curb stop where determined reasonably necessary by Siemens;
- Repair line breaks within 2 feet of meter where reasonably necessary;

For Electric Meters SIEMENS shall also include:

- Use existing bypasses/disconnects where applicable to keep power uninterrupted during electric meter replacement. SIEMENS anticipates most residential customers will have a brief power interruption during electric meter replacement;
- Coordination of electric meter change out with city utility department;

See Appendix B, page 334, Meter Account List, for a detailed listing of each water and electric meters type and location to be included which is incorporated herein by reference.

It is understood by SIEMENS that the components of the new AMI system will properly fit inside of CITY's water meter pit environment where applicable unless lay-length or other rework is specifically stated in the scope of work.

SIEMENS will make every effort to provide meter lids and/or boxes as set forth in the scope of work that meet and exceed customer standards. CITY shall test and approve of all meter lids, meter boxes, and associated locking mechanisms to be installed during this project. Unless specified otherwise in contract, SIEMENS shall not be responsible for correcting/repairing unwanted meter lid characteristics or otherwise unexpected including material construction, specific gravity, propensity to float, load bearing properties, impact bearing properties or the like. Locking meter lids are not included as part of the scope of this project. SIEMENS has done its due diligence to verify that the meter quantities listed in Table A.3 above are accurate and CITY is in agreement with these quantities. If any changes in water meter quantities occur, SIEMENS reserves the right to develop and price these additional changes to the Scope of Work and will provide CITY with revised cost and savings calculations.

SIEMENS will be responsible for line breaks within a 2-foot diameter of the meter set, while the

CITY will be responsible for line breaks outside of this area.

Applicable codes – Federal, State, County or Municipal codes or regulations are applicable to the installation of all meters. SIEMENS will maintain the current level of compliance relative to all applicable codes. Nothing herein should be construed as to require SIEMENS to provide additional work in the event that the applicable codes are modified after the Effective Contract Date..

In the event modifications to the codes are made after the Effective Contract Date, SIEMENS reserves the right to seek a Change Order for any increase in the cost of Work to accommodate the new code requirements.

The final reading of the old meter pulled will be provided by SIEMENS from the direct read dial face of the meter. If the reading is illegible due to dial face condition, SIEMENS will break the glass of the dial face to get the final reading.

Meter Access Procedure for the Project is outlined below:

- SIEMENS will attempt to access the meter a total of 3 times with a minimum of 24 hours between each access attempt.
- At least 24-hours prior to each of the three access attempts, SIEMENS will "tag" the door with information on how to contact SIEMENS to allow access to meter in order to perform work.
- Each attempt to access the meter will be documented with a date and time – recorded electronically into the SIEMENS database
- After the third documented attempt, SIEMENS will submit inaccessible account to CITY for access assistance.
- After SIEMENS three (3) attempts, CITY will take reasonable actions, including phone calls, PR announcements, and finally discontinuing water service, as a means to gain access to the inaccessible meter
- If the account remains inaccessible for a period not to exceed 15 business days following submission to CITY, the account will be deemed permanently inaccessible and removed from the project scope. At the conclusion of the installation, the Parties shall reconcile the amount of meters installed and adjust the Contract Sum by approved Change Order.

SIEMENS will coordinate closely with the CITY staff for scheduling and workflow as each meter is installed. SIEMEN's or its Subcontractors will document the customer account number, service address, serial number, size, and the final reading from the existing register prior to removal; and will document the new meter serial number, new meter size, latitude, longitude and configure, program and verify communication of each new set upon installation. As each route is completed, the commissioning and acceptance plan described will be performed to verify proper performance consistent with the requirements of the Agreement.

A successful and complete meter installation is defined as any meter installed to manufacturer specifications where the data has been accurately transferred into utility billing database and reads one or more times electronically on the reading network and is approved by the CITY.

SIEMENS will invoice the CITY monthly for all worked progressed approved by City, and through the last day of each billing cycle as indicated on the invoice. CITY shall, within 15 days, inspect the Work to determine its status of completion. If CITY does not consider work to be progressed, per the associated Schedule of Values, it shall notify SIEMENS in writing, giving the reasons therefore.

Exclusions:

- Any deficiencies in existing electrical system at sites chosen for collectors, including proper grounding and bonding which deficiencies are not due to the acts of Siemens, its Subcontractors or persons utilized by them and which SIEMENS deems reasonably necessary to correct in order to achieve Final Acceptance and compliance with all applicable codes, shall be addressed by a written Change Order.;
- Any existing water or gas leaks found prior to beginning the meter retrofit;
- Any leaks which occur outside of the 2' radius from the meter;
- Installation of any new electric meters, where there is not currently an electric meter installed and other than those listed in Table A.3 above;
- Installation of any new water meters other than those listed in Table A.3 above;
- Electric meter installations will be in S-base only. A-base or K-base meter installations are not included and will be the responsibility of CITY. Electric meter seals to be provided by CITY. Replacing deteriorated wiring and/or meter pans will be the responsibility of CITY. SIEMENS is not responsible for the existing wiring and equipment conditions in the field and any costs of repair shall be addressed by written Change Order.

Except as otherwise expressly provided herein, SIEMENS will provide all Equipment and Services to upgrade the CITY's water and electric utility system as follows:

Install a new Tantalus® AMI system and provide material and labor to make the system a turn-key, functional system. SIEMENS will replace the water and electric meters identified in the following Table A.4, and provide all Equipment and Services, which includes installation of the following:

TABLE A.4 – TANTALUS DATA COLLECTION SYSTEM INCLUDES:

Qty	Component Name
90	420 endpoint Collector w/battery backup and mounting bracket
1	Meter Module Programmer
2	Centron Register Reset Key
1	IPC Programmer
5	Rugged Com Win 7200 Base Station, 4.9 GHz
5	Base Station Antenna
90	RuggedCom 4.9 GHz subscriber Unit
90	POE Injector w/52xx Subscriber Units
22938	TMP Controller Module, Itron Centron C2SXD+ w/RDUG
3444	C&I Meter Module (900 mHz) Itron
1	NS Hardware & Operating System - 200k ERML
1	Network Server License – 220

26382	TUNet Software Endpoint
13620	TUNet ERT Water Endpoint License
1	TUNet NS Interface - MultiSpeak Remote Disconnect
1	Deployment Daily Rate (Project Mgt, Field Services, Training, etc)

- All required electrical work, mass data transfer and system commissioning is also included in this scope. Global positioning system coordinates will be provided for each meter by SIEMENS. GPS coordinates will typically be accurate within consumer grade specifications or sub-meter accuracy, which is typically within 9 to 10 feet.
- All removed meters shall become property of CITY, and will be placed in a storage location as mutually agreed between CITY and SIEMENS. CITY shall provide bins/storage containers for removed meters. Serial numbers, readings and photos of all removed meters will be taken and meters will be discarded into provided bins on a daily basis.

SIEMENS shall also include:

- Interface program to interface with Tantalus AMI Software to SunGard Billing System;
- Turnkey AMI system with start up/testing/commissioning;
- Provided CITY does not breach, terminate or otherwise cancel the PASP with SIEMENS, SIEMENS shall keep the AMI system compliant with Software Support Agreement which is included in the Appendix B, page 106.
- Maintenance of Traffic (MOT)
    - Non-FDOT roads: signs and cones
    - FDOT roads: signs, cones and flagman (consistent with FDOT requirements).

Exclusions:

- Any additional new customer accounts the city acquires after the Effective Contract Date;
- Any post implementation service fees or ongoing service fees as presented in Appendix B of the Technical Energy Audit, page 106, which are identified in the project cash flows and acknowledged as a cost of the Project for the CITY;

TECHNICAL SPECIFICATIONS, DRAWINGS, AND EXHIBITS

The Work shall be performed in accordance with the following specifications, drawings and other attachments hereto, which are specifically incorporated herein and made part hereof:

- All electrical work to comply with applicable NEC guidelines and any other applicable codes;
- All O&M manuals, wiring diagrams, and manufacturer's warranties to be supplied to CITY;

CITY'S RESPONSIBILITIES

- Provide access to Facilities with 3-business day advance notice of work schedules, including coordination with Facility occupants and stakeholders.

- Provide escorts as required in secure areas.
- Provide for timely review and approval of completed Work.
- Provide assistance for electrical utility shutdowns of sections of the Facilities that may be required. SIEMENS will coordinate with Facility personnel to minimize disturbances.
- Scheduling shutdowns, downtimes, and relocation of new commercial vaults.
- CITY shall continue to be responsible for reading meters until all commissioning and acceptance plan steps are completed for the AMI system.
- CITY shall provide a secure and accessible storage location for meters and installation equipment.

SCOPE OF PERFORMANCE ASSURANCE SERVICES PROGRAM (PASP)

PASP Services will commence on the Guarantee Start Date and shall be performed annually by SIEMENS for the Performance Guarantee Period unless terminated earlier by CITY in accordance with terms and conditions of the Agreement and Exhibit N.

SCOPE OF SERVICES-MAINTENANCE SERVICES PROGRAM

CITY has elected to utilize Tantalus and N. Harris as Third Party servicers for all infrastructure and software maintenance requirements of the new AMI system. The CITY has also elected to self-implement maintenance services for the installed meters consistent with industry standards. Therefore, SIEMENS shall not perform any on-going maintenance services, although the Parties may negotiate a separate agreement for such services at a later date.

LED Street Lights

This FIM addresses the implementation of an LED conversion of all street lighting fixtures owned and maintained by the CITY, with the exception of the following:

- ✓ Metered street lights along the beach that were recently replaced as part of environmental and biological safety efforts
- ✓ Lighting fixtures located on Interstate 95 (I-95)

The scope of work includes the replacement of the street lighting fixture only. The fixture is defined as the illumination source and associated casing and electronics; excluding structural wire harnesses and the like, including the fixture poles or mounts. The proposed replacement fixtures will produce equivalent illumination levels compared to those currently existing on site.

The scope of work is to be broken down into two different category types: Florida Department of Transportation (FDOT) and City roads. The FDOT roads are to be designed to meet the required lighting standards as set forth by the FDOT. City road standards have not been defined and will be established prior to the beginning of construction in a joint effort of the Parties. The City roads will be replaced with fixtures that will produce equivalent illumination levels when compared to those currently existing.

The initial design of this lighting scope was developed based on the available information provided by the City; this scope is provided in the following table. The parties acknowledge that there are discrepancies in both quantities and wattages of the City's initial information provided.

The following tables summarizes the best estimated scope per type and quantity of lighting fixtures identified during development for retrofit with the intended replacement LED lamp wattages.

TABLE A.5 – STREETLIGHT INVENTORY

Line #	Item #	Item Description	Estimated Quantity	Unit
1	City	360W - COBRA HEAD - CONCRETE	21	EACH
2	City	100W - COBRA HEAD - CONCRETE	24	EACH
3	State	250W - COBRA HEAD - CONCRETE	115	EACH
4	City	400W - COBRA HEAD - CONCRETE	20	EACH
5	City	360W - COBRA HEAD -Wood	118	EACH
6	City	250W - COBRA HEAD -Wood	1046	EACH
7	City	400W - COBRA HEAD -Wood	15	EACH
8	City	100W - COBRA HEAD -Wood	304	EACH
9	US	150W - ACORN - UNDERGROUND STREET LIGHTING-STEEL	393	EACH
10	State	150W - ACORN - UNDERGROUND STREET LIGHTING-STEEL	72	EACH
11	City	150W - ACORN - UNDERGROUND STREET LIGHTING-STEEL	32	EACH
12	State	150W - ACORN - UNDERGROUND STREET LIGHTING-STEEL	33	EACH
13	US	150W - ACORN - UNDERGROUND STREET LIGHTING-STEEL	150	EACH
13.1	State	150W - ACORN - UNDERGROUND STREET LIGHTING-STEEL	60	EACH
14	City	70W- NEMA- WOOD	264	EACH
15	City	150W- NEMA- WOOD	264	EACH
16	City	175W- NEMA- WOOD	266	EACH
17	City	250W- NEMA- WOOD	275	EACH
18	State	360W-COBRA HEAD-STEEL	3	EACH
19	State	100W-COBRA HEAD-STEEL	1	EACH
20	State	250W-COBRA HEAD-STEEL	68	EACH
21	State	400W-COBRA HEAD-STEEL	5	EACH
22	State	250W-COBRA HEAD-STEEL	5	EACH
23	State	100W-COBRA HEAD-STEEL	1	EACH
24	State	400W-COBRA HEAD-STEEL	5	EACH
25	City	250W-MERCURY-Concrete-Wood	2	EACH
26	City	250W-NEMA-Concrete-Wood	42	EACH
27	City	WALLPACKS-SURFACE	14	EACH
28	City	WALLPACKS-SURFACE	7	EACH
29	City	WALLPACKS-SURFACE	28	EACH
30	City	LED FIXTURES-STEEL	92	EACH
31	City	175W NEMA - CONCRETE	2	EACH
32	STATE	250W-COBRA HEAD-Concrete-Concrete	4	EACH
33	City	250W-COBRA HEAD-STEEL	7	EACH
34	City	250W-COBRA HEAD- Wood	397	EACH

Quantity	EXISTING	Road Type	Proposed Brand	Proposed Catalog Number	Proposed Input Watts
328	100W S - Cobra Head	City-County	LEOTEK	GCJ2-20G-MV-NW-2-GY-700	48
2	100W S - Cobra Head	FDOT	LEOTEK	GCJ2-20G-MV-NW-2-GY-700	48
1,582	250W S - Cobra Head	City-County	LEOTEK	GC1-40F-MV-NW-2-GY-530	105
195	250W S - Cobra Head	FDOT	LEOTEK	GC1-40F-MV-NW-2-GY-530	105
35	400W S - Cobra Head	City-County	LEOTEK	GC1-60F-MV-NW-3-GY-700	145
10	400W S - Cobra Head	FDOT	LEOTEK	GC1-60F-MV-NW-3-GY-700	145
528	100W S - NEMA	City-County	LEOTEK	GCJ2-20G-MV-NW-2-GY-700	48
266	175W S - NEMA	City-County	LEOTEK	GCJ2-20G-MV-NW-2-GY-700	48
319	250W S - NEMA	City-County	LEOTEK	GC1-60F-MV-NW-2-GY-530	105
210	150W MH -Acorn	FDOT	LUMEC	MPTR-55W32LED4K-T-LE5-240-PH8	55
32	150W MH-Tear Drop	City-County	LUMEC	MSR-55W32LED4K-T-LE5F-240	55
498	150W MH-Tear Drop	FDOT	LUMEC	MSR-55W32LED4K-T-LE5F-240	55

NOTE: Installed equipment will be those of the brand and model number stated in the above table or equivalent.

The parties acknowledge that Siemens' pricing set forth in Exhibit D is based solely upon the initial information provided by City and reflects the installation cost for the Equipment and quantities expressly listed herein. The total $1,021,916 contingency has been created to address any and all deviations and added scope for all FIMs in this project including, but not limited to funding a project manager for the City and CNG audit costs (once approved via amendment to the Energy Audit Agreement). For the Street Lighting FIM, this includes changes between the final and installed lighting project and the original design and scope. Siemens shall submit written requests to the City to use contingency funds, which requests shall not be reasonably denied if sufficient data is provided to the City to support the use of contingency funds to address a deviation. City Representative as identified under Paragraph 8.1(a) of the Agreement shall have the authority to execute any Change Orders prepared pursuant to the above stated provisions. The contingency funds shall remain in the escrow account until a Change Order has been executed by the CITY. Deviations are defined as the following:

1. Corrections in scope quantities and wattages based upon the initial information provided by the City as compared to the final installed quantities and wattages as documented by Siemens and verified by the City.

2. Repairing lighting system to bring into a fully operational and functional condition.

3. CITY requested improvements to the street lighting system ("CITY Improvements").

4. Receipt of Final City road standards and/or any additional work required to said standards ("CITY Road Improvements").

5. Any additional work required to obtain required FDOT approvals ("FDOT Improvements").

6. Other deviations as mutually agreed by the Parties.

In an effort to maintain schedule, deviation items 1 and 2 (above) will be agreed to by the City and Siemen's representatives, or their designee, and properly documented. Siemens will be paid for Work on items 1 and 2 (above) at cost plus 12.5%. A reconciliation spreadsheet and a contingency authorization form, for each event, will be created to capture these changes / costs and shared with the CITY during construction meetings.

Work associated with deviation items 3 & 4 above will require CITY approval prior to commencement of work, and Siemens shall have no obligation to commence work until a Change Order has been executed addressing any CITY Improvements or CITY Road Improvements. City Improvements may include, but are not limited to, additional poles and light fixtures where none currently exists, and manufacturer's fixture "options" (bird spider kit, house-side shield, photo-control receptacle, etc.) not included in this scope.

In the event the parties cannot agree upon a written Change Order within 15 calendar days of CITY's receipt of a proposed Change Order (with sufficient detail), the Parties will agree to a deductive Change Order removing the LED Street Lights from the Work and adjusting the Savings Guarantee and Installation Period Guarantee accordingly.

Exhibit B - Description of Premises; Pre-Existing Equipment Inventory

This Exhibit is provided, in its entirety, within the Technical Energy Audit; Section F, Schedule B and is incorporated herein by reference.

Exhibit C – Savings Guarantee

Company has formulated and hereby guarantees the following annual levels of savings to be achieved as a result of the installation and acceptance of the FIMS in the amounts guaranteed and for the Guarantee Periods stated below. Pursuant to § 489.145 (3)(c) Florida Statutes, there will be no stipulation as to savings amounts achieved other than operating, maintenance, and cost avoidance as allowed. This Savings Guarantee is supported by an unconditional corporate guaranty in the form incorporated as Exhibit M.

The Savings Guarantee is set forth in annual increments for the term of the Agreement as follows:

TABLE C.1 – ANNUAL GUARANTEED SAVINGS

Performance Period	Total Savings
Construction Period	**$325,972**
Annual Period 1	**$1,829,158**
Annual Period 2	**$1,903,222**
Annual Period 3	**$1,972,823**
Annual Period 4	**$2,041,083**
Annual Period 5	**$2,093,023**
Annual Period 6	**$2,140,044**
Annual Period 7	**$2,185,748**
Annual Period 8	**$2,229,887**
Annual Period 9	**$2,272,308**
Annual Period 10	**$2,312,783**
Annual Period 11	**$2,351,074**
Annual Period 12	**$2,386,925**
Annual Period 13	**$2,420,066**
Annual Period 14	**$2,450,209**
Annual Period 15	**$2,477,051**
TOTALS	**$33,215,404**

The Guarantee Savings is based off an aggregate performance of all of the FIMs contained in the Project pursuant to the methods defined in Exhibit N; not on a per FIM savings basis. The value of such aggregate performance is contained in Table C.1 above.

Exhibit C.1 – Installation Period Savings Guarantee

From the Effective Contract Date through and including five hundred forty days thereafter, Siemens guarantees at least Three Hundred Twenty-Five Thousand, Nine Hundred Seventy-Two dollars ($325,972) in Installation Period Savings. Siemens shall calculate these savings beginning upon its commencement of Work and pursuant to the methods set forth in Exhibit N for each FIM.

In the event that the Project is not completed on or before the Final Acceptance Date as defined in Section 3.4 of the Agreement and subject only to adjustments of the Scheduled Completion Dates as permitted by Section 9.4 of the Agreement, SIEMENS guarantees an additional Four Thousand Five Hundred Sixty Nine dollars ($4,569.00) of Installation Period Savings for each day the Project is not completed after and including the date of Final Acceptance ("Delay Period Savings").

To calculate the savings required under this Exhibit C.1, SIEMENS will, at its own expense, conduct monthly measurement and verification (M&V) assessments in accordance with the procedures defined in Exhibit N in order to determine the Measured and Verified Savings achieved during the Installation Period.

FIM Name or Type	Energy/Utility Construction Savings $ Measurement and Verification Options						Total Savings $
	A	B	C	D	E		
	Retrofit Isolation: Key Parameter Measurement	Retrofit Isolation: All Parameter Measurement	Whole Facility	Calibrated Simulation	Stipulated (Other)	Stipulated (Capital Avoidance & O&M)	
Facilities	$56,435						$56,435
Facilities O&M						$23,218	$23,218
Streetlights Non DOT	$25,166						$25,166
Streetlights Non DOT O&M						$34,738	$34,738
AMI Electric					$75,802		$75,802
AMI Water	$30,303						$30,303
AMI O&M Savings						$80,310	80,310
TOTALS	**$111,905**	**$0**			**$75,802**	**$138,265**	**$325,972**

NOTE: The savings presented per FIM in the above table are estimates and will be adjusted to actual savings depending how the project construction schedule unfolds; however, the Total Savings guaranteed herein shall not change

In the event that the Installation Period Savings that accrue during the Installation Period fail to meet the guarantees defined herein, SIEMENS will be responsible for making payment to the City for any accrued shortfalls in accordance with Article 4 of the Agreement.

Siemens' aggregate liability for the Installation Period Savings and Delay Period Savings shall not exceed the sum of Five Hundred Eighty-Five Thousand Dollars and 00/100 Dollars ($585,000.00).

Exhibit D – Compensation to Siemens

Article 1: Payment for Work by SIEMENS

The CITY's installation project total is $22,964,693 of which $11,259,014 is Direct Purchase of Equipment from vendors and $11,705,679 is the Contract Sum due to SIEMENS for the Work.

The CITY has agreed to deposit the Contract Sum into an Escrow Account at a financial institution satisfactory to both the CITY and SIEMENS. All expenses to establish the Escrow Account shall be a project cost to the CITY and the CITY will receive all interest earnings from the Escrow Account.

Article 2: Payment for post-installation Services provided by Siemens

As full consideration of the PASP, which includes Measurement & Verification (M&V) Services described in Exhibit N and the maintenance services set forth in Exhibit I, the CITY shall pay to SIEMENS the amounts identified in Table D.1 plus taxes, if applicable, at the commencement of each Annual Period.

Term: The term of the PASP shall commence upon the Guarantee Date and shall extend for each Annual Period as set forth in Article 4.4 of the Agreement unless earlier terminated or cancelled as set forth in the Agreement.

Automatic Renewal: The PASP shall automatically renew for successive annual periods consistent with Article 4 of the Agreement. Either party may request to amend the PASP at the end of an Annual Period by giving the other party at least sixty (60) days prior written notice of such amendments and such amendment shall be mutually negotiated by the Parties and effective upon a written amendment signed by both Parties prior to commencement of the next Annual Period. Each automatic renewal shall be and remain subject to the terms and conditions of the Agreement.

TABLE D.1 PASP BILLING SCHEDULE

Services and Maintenance:	Description of Deliverable	Cost (annual payments)
Year 1	PASP	$78,637
Year 2	PASP	$64,507
Year 3	PASP	$78,709
Year 4	PASP	$68,422
Year 5	PASP	$83,872
Year 6	PASP	$73,080
Year 7	PASP	$90,424
Year 8	PASP	$78,580
Year 9	PASP	$97,472
Year 10	PASP	$84,470
Year 11	PASP	$105,054
Year 12	PASP	$90,778
Year 13	PASP	$113,211

Year 14	PASP	$97,534
Year 15	PASP	$121,988

Exhibit E – Baseline Energy Consumption

For the Baseline Energy Consumption, please see Technical Energy Audit, dated July 28th 2015 at pages 182 – 248, which is incorporated herein by reference.

Exhibit F - Savings Measurement and Calculation Methodology to Adjust Baseline

Methodology to Adjust Baseline

Baseline development is critical to the success of an Energy Services Agreement. Therefore, Siemens Industry performs the upfront analysis and measurements required to adequately and appropriately define the existing operation of the affected systems.

Siemens first establishes baseline energy use for a facility by analyzing historical utility bills, developing system level energy models, performing an energy balance of the major energy systems and reconciling the energy balance with actual utility bill usage data. Typically, Siemens prefers using system level energy baseline models in addition to building level utility bill models, which are heavily influenced by variations in building usage, occupancy, weather, equipment changes and installed plug loads (computers, etc.). Operating characteristics are more easily measured and variations can be isolated with system level models. The baseline models are developed using in-house spreadsheet calculations. Industry accepted energy calculation methodologies, such as those developed by ASHRAE, are used in all spreadsheet models.

Typical energy modeling software uses the following calculations in its regression analysis:

BL = B x (Ti - Ti-1) + CH x HDDBH,I + Cc x CDDBC,I + C1 x U1,I + C2 x U2,I + C3 x U3,i

where:

BL	=	Baseline (Utility Units)
B	=	Baseload consumption per unit time (Utility Units/day)
Ti - Ti-1	=	time interval between date Ti and Ti-1 (days)
CH, CC	=	Coefficients for Heating and Cooling Degree-days (Utility units/ deg-day)
HDDBH,I	=	Time history of Heating degree-days °F-day or °C-day)
CDDBC,I	=	Time history of Cooling degree-days (°F-day or °C-day)
BH, BC	=	Heating and Cooling degree-day base temperatures (°F-day or °C-day)
C1, C2, C3	=	Coefficients for user variables 1,2,3 (e.g. occupancy/schedule, space utilization, added load)
U1,I, U2,I, U3,I	=	Coefficients for user variables 1,2,3

The baseline for each month of the annual savings period for each energy type for kW demand adjustments will be calculated as follows:

DBl = B + CH x HDDBH,I + Cc x CDDBC,I + C1 x U1,I + C2 x U2,I + C3 x U3,i

where:

B	=	Baseload consumption per unit time (Utility Units/day)
Ti - Ti-1	=	time interval between date Ti and Ti-1 (days)
CH, CC	=	Coefficients for Heating and Cooling Degree-days (Utility units/ deg-day)
HDDBH,I	=	Time history of Heating degree-days (°F-day or °C-day)
CDDBC,I	=	Time history of Cooling degree-days (°F-day or °C-day)
BH, BC	=	Heating and Cooling degree-day base temperatures (°F-day or °C-day)
C1, C2, C3	=	Coefficients for user variables 1,2,3 (occupancy/schedule, space utilization, added load)
U1,I, U2,I, U3,I	=	Coefficients for user variables 1,2,3

Monthly energy savings will be calculated as follows:

ES = BL - AU and DS = DBl – Dp

where:

ES	=	monthly unit energy savings
BL	=	Baseline
AU	=	post retrofit monthly energy usage
DBl	=	adjusted demand
DS	=	kW demand savings
Dp	=	post retrofit kW demand usage

The energy costs avoided will be calculated as follows:

CS = ((DS x dr) - Adc) + ((ES x uc) - Aec) + Os

where:

CS	=	Monetary savings
ur	=	The contract rates will be used to calculate cost savings
uc	=	The contract rates will be used to calculate cost savings

For energy sources concerning utility rate structures, the cost decreases with increasing usage. This cost refers to the marginal unit cost from a month's utility bill. For electricity, this marginal cost shall be determined for energy (starting with the amount paid for the last kilowatt-hour purchased including fuel adjustment cost) and demand (amount paid for the last kilowatt purchased) including, if applicable, the effect of demand on the energy cost.

In order to gather data for the baseline calculations, our engineers have performed a site audit. The specific tasks conducted during the preliminary building audits which directly involve baseline model development include the following:

- In-depth site investigations on a room-by-room, system-by-system basis
- Observation of building and equipment conditions
- Observation of system performance during both occupied and unoccupied periods.
- Review of available drawings
- Analysis of historical electric, natural gas and water bills
- Review of control system design and operation
- Interviews with building operators and users.
- Collection of field data including equipment specifications, control set points, etc.
- Field measurements, as necessary, to determine or confirm system operation
- Calculation of individual system baseline energy usage with computerized ASHRAE bin data models
- Consolidation of system level energy models into overall building energy balance
- Analysis of actual utility bill usage data and applicable rate structures
- Reconciliation of system models and energy balance with actual utility bill usage data

The baseline utility usage and energy balances are used to substantiate the parameters defined in the baseline system models, such as power draws, fuel rates, efficiencies, space conditions, control sequences, set-points, loads, operating hours, etc. Savings projections are developed by evaluating “before” and “after” system models based on the recommended changes to system operation.

Siemens may perform a series of ‘pre-measurements’ using either temporary metering or spot measurement as described below.

Temporary Metering

Temporary metering involves the installation of metering equipment such as:

- Light loggers to verify operating hours, lumens in a given space and, in many cases, occupancy
- Data loggers (measuring amperage), BAS trends, BAS schedules and/or time clock settings to verify or operating hours and peak electric demand contributions of equipment.

These extended measurements provide the basis for predicting the energy usage and loads associated with various pieces of equipment. This approach also provides an indication of the influence of factors such as weather and operating schedules that impact the operation of the equipment. For example, the following calculations indicate the energy usage of the chilled-water systems from the measurements performed:

$$Load[Ton] = \frac{Flow[gpm] \times \Delta T[°F]}{24}$$

$$Load[Ton-hrs] = \sum_{i=1}^{n} (Load_i[Ton] \times \Delta t[hr])$$

$$Power[kW] = \frac{Voltage[V] \times Amperage[A] \times \sqrt{\phi} \times PowerFactor\left[\frac{kW}{kVA}\right]}{1000\left[\frac{W}{kW}\right]}$$

$$Energy[kWh] = \sum_{i=1}^{n} (Power_i[kW] \times \Delta t[hr])$$

Both the loads and energy of the chiller system can be graphed as a function of outside air temperature for occupied and unoccupied periods. Then a linear correlation of the loads' outside air temperature and energy usage and outside air temperature produces a method to predict the loads and energy in the future.

Spot Metering

Spot metering is used when there is little variation in equipment operation over known or conservative operating hours. For example, in conjunction with the temporary metering using light loggers or BAS trends/schedules, the energy draw of a constant speed motor does not vary significantly while it is on. A one-time measurement of the motor power draw provides indication of the motor draw for all operating hours. This is also performed on lighting circuits (usually a minimum of 10%). The Voltage, Amperage, and Kilowatts for each are measured and noted. These measurements are typically witnessed and approved by the customer.

The measurement of operating hours is then multiplied by the spot measurements to define the baseline energy usage.

$$Energy[kWh] = Power[kW] \times NumberOfHours[hr]$$

Exhibit G – Construction Schedule

A construction schedule will be developed by all Parties during the Implementation Kick-off Meeting, which shall occur within 30 days of Effective Contract Date. The below draft construction schedule is intended to show the various tasks that are associated with the project FIMs and specific milestones required by both parties to meet the 540 day Installation Period.

ID	Task Name	Duration
0	**Lake Worth Schedule (Calendar Days)**	**540 days**
1	**Development**	**0 days**
2	Contract Approval	0 days
3	**Administration**	**0 days**
4	Preconstruction Meeting	0 days
5	NTP	0 days
6	**Measures***	**500 days**
7	**Pool Lights**	**70 days**
8	Design/Permitting/PO Preperation	14 days
9	Procurement Period	42 days
10	Implementation/Cx	14 days
11	**HVAC Replacement**	**164 days**
12	Design/Permitting/PO Preperation	14 days
13	Procurement Period	90 days
14	Implementation/Cx	60 days
15	**Water Conservation**	**134 days**
16	Design/Permitting/PO Preperation	14 days
17	Procurement Period	90 days
18	Implementation/Cx	30 days
19	**Interior Lighting**	**224 days**
20	Design/Permitting/PO Preperation	14 days
21	Procurement Period	90 days
22	Implementation/Cx	120 days
23	**Exterior Lighting**	**224 days**
24	Design/Permitting/PO Preperation	14 days
25	Procurement Period	90 days
26	Implementation/Cx	120 days
27	**Water Meters**	**410 days**
28	PO Preperation	30 days
29	PO Issued by City of Lake Worth	0 days
30	Procurement Period	120 days
31	Design/Permitting	90 days
32	Implementation/Cx	260 days
33	**Electric Meters**	**440 days**
34	PO Preperation	30 days
35	PO Issued by City of Lake Worth	0 days
36	Procurement Period	120 days
37	Design/Permitting	90 days
38	Implementation/Cx	290 days
39	**Solar PV**	**370 days**
40	PO Preperation	30 days
41	PO Issued by City of Lake Worth	0 days
42	Procurement Period	120 days
43	Design/Permitting	120 days
44	Implementation/Cx	220 days
45	**Street Lighting - Non FDOT**	**420 days**
46	Test Area (Max. 2 Areas - 6 Fixt.)	60 days
47	Design/Permitting	60 days
48	PO Preperation	30 days
49	PO Issued by City of Lake Worth	0 days
50	Procurement Period	110 days
51	Implementation/Cx	220 days
52	**Street Lighting - FDOT**	**500 days**
53	Design/Permitting/PO Preperation	180 days
54	PO Preperation	30 days
55	PO Issued by City of Lake Worth	0 days
56	Procurement Period	120 days
57	Implementation/Cx	170 days
58	**Project Closeout**	**35 days**
59	Project Substantial Completion	0 days
60	Punchlist	35 days
61	Project Final Completion	0 days

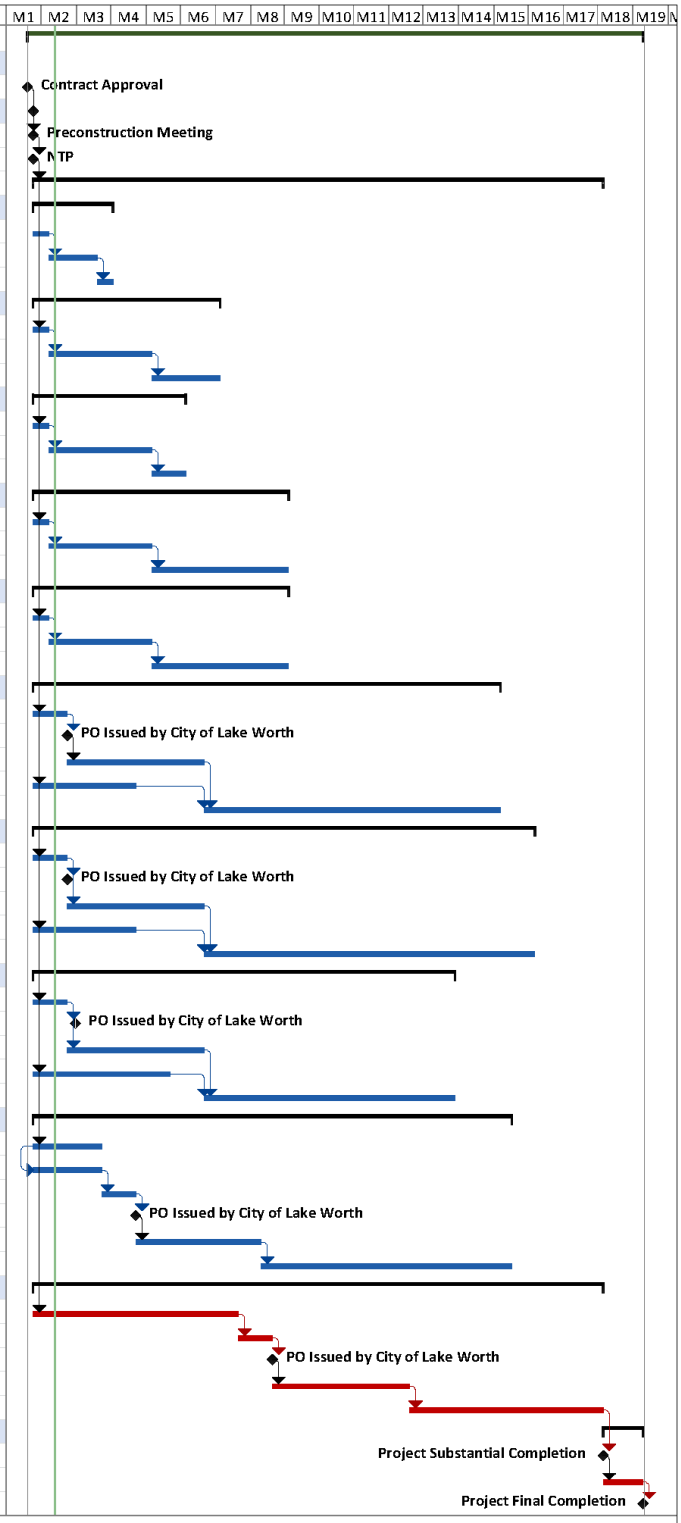

Exhibit H – City's Responsibilities

The CITY agrees to the maintenance responsibilities set forth below for the Guarantee Term:

LIGHTING RETROFITS – MAINTENANCE RESPONSIBILITIES

Unless covered by a Siemens or manufacturer's warranty under the Agreement, the CITY is responsible for the replacement of lamp and ballast replacements per manufacturer specifications which includes:

- Replacing lamps and ballasts per manufacturer specifications.
- Replacing burned out lamps from stock.
- Replacing fuses in fixtures as required.
- Replacing ballasts as needed from stock.
- Replacing failed out-of-warranty LED exit sign kits.

The above responsibilities apply to the LED lighting retrofits at Ocean Rescue Pool as well.

Unless covered by a Siemens or manufacturer's warranty under the Agreement, the CITY is responsible for the maintenance of and utilization of occupancy sensors; which includes:

- Replacing out-of-warranty or failed occupancy sensors as required.
- Maintaining utilization of installed occupancy sensors.

WATER CONSERVATION – MAINTENANCE RESPONSIBILITIES

Unless covered by a Siemens or manufacturer's warranty under the Agreement, the CITY shall maintain plumbing and fixtures per manufacturer specifications.

DX REPLACEMENTS – MAINTENANCE RESPONSIBILITIES

Unless covered by a Siemens or manufacturer's warranty under the Agreement, the CITY is responsible for maintain the on-going maintenance of new split DX units as recommended by the manufacturer

INSTALLATION ON PV SOLAR ARRAY AT LANDFILL – MAINTENANCE RESPONSIBILITIES

Throughout the Guarantee Term, CITY shall:

Not make any alterations or repairs to any Equipment constituting all or a portion of the PV Solar Array unless such alterations or repairs are completed in accordance with the applicable equipment manufacturer's specifications or Siemens' specifications. Provide insurance and reasonable access to the array.

Unless covered by a Siemens or manufacturer's warranty under the Agreement, the CITY shall replace failed or tripped surge arrestors.

ADVANCED METER INFRASTRUCTURE – CITY'S POST INSTALLATION RESPONSIBILITIES

The CITY will provide SIEMENS with accurate Facility operating information listed below during each Annual Period, as soon as such information becomes available to the CITY.

(a) Any Material Change to energy consuming or regulating equipment, operating schedules, business/services conducted occupancy, or hours of operation.

(b) Any malfunctions, failures and related changes in energy consuming or regulating equipment. Any damage to, destruction of, or condemnation of the Work.

(c) Executed preventive maintenance and repair records.

(d) Energy usage and cost.

(e) Annually provide copies of all water, sewer, and electric rate schedules used for billing during the previous 12 month period if changed from the previous year.

(f) Annually provide monthly number of water meter accounts.

CITY must annually provide Siemens with a list of all water accounts in system with the following in the list (Privacy limitations apply within local, state and federal and the information shall only be used for the sole purpose of the Contract Documents):

- Monthly Metering Dates (specific 12 month period requested by Siemens)
- Monthly Billing Dates (specific 12 month period requested by Siemens)
- Monthly Billed Water (specific 12 month period requested by Siemens)
- Meter Serial Number "Brass Body"
- Meter Installation Date
- Meter Size (3/4, 1", 2" etc.)
- Last Meter Reading
- Last Meter Read Date
- Meter Read Units (kgal, hgal, gallons etc)

- Multiplier on Readings (x10, x100, x1000, etc.)
- Meter Manufacturer Brand
- Meter Type (PD / Turbine /Compound)
- Transceiver Number
- Account Number
- Name of Account Holder
- Account Service Address
    - Account Type (irrigation, etc.)
    - Account Type (residential, commercial, etc.)
    - Account Status (Active / Inactive etc.)
    - Account Type (irrigation etc.)
    - Account Type (Residential, Commercial etc.)
    - Sewer Charges Apply (Y/N)
    - Water Rate Code
    - Sewer Rate Code
    - Billed Amount for Water $ (specific 12 month period requested by Siemens)
    - Billed Amount for Sewer $ (specific 12 month period requested by Siemens)

Unless covered by an express warranty issued by Siemens , the CITY shall be responsible for maintaining the AMI database (water and electric meters) to include, but not limited to, meter replacements, meter repairs, meter disconnects, new meter installs, and all associated changes in regards to the water meter infrastructure.

CITY will maintain water quality levels on an annual basis equal to or greater than standards outlined by Florida Department of Environmental Protection and provide SIEMENS a copy of annual water ratings.

If applicable, the CITY will provide SIEMENS with copies of utility bills within 60 days of receipt by the CITY or provide access to utility vendor information to allow SIEMENS to include a utility bill analysis in the Annual Performance Assurance Report. The utility bill analysis does not take the place of the Measurement and Verification Plan identified in Article 4 and is not used to measure the Project's performance.

CITY will facilitate and coordinate the annual utility meter testing including providing a listing of all meters installed in the system, providing access, notification and scheduling of meter replacements as deemed necessary by the CITY.

ADVANCED METER INFRASTRUCTURE – MAINTENANCE RESPONSIBILITIES

CITY shall enter into a maintenance contract(s) with 3rd parties, Tantalus and N. Harris, for the maintenance of the AMI system's infrastructure and software ("AMI SYSTEM") over the Guarantee Term. The CITY shall maintain the meters and associated equipment during the Guaranteed Term consistent with industry standards. Unless covered by SIEMENS' express warranty, SIEMENS shall not perform any on-going maintenance services on the AMI SYSTEM, although the Parties may negotiate a separate agreement for such services at a later date. CITY agrees that it will operate and maintain the AMI system in accordance with the Contracted Baseline described in Exhibit E. If CITY fails to properly maintain or operate the AMI SYSTEM, SIEMENS shall have the right to modify the SAVINGS GUARANTEE consistent with the terms of the Agreement.

Parameters to be maintained by City during the Performance Guarantee Period for the water meters are:

(a) Water quality at or above average quality over the most recent 12 month period;

(b) Source of water supply at or above average quality water over the most recent 12 month period from previous source of water supply used;

(c) Water distribution integrity at or above Baseline maintenance levels; and,

(d) Meter/AMI system compatibility with the any new system and/or software purchased and installed by CITY.

(e) Water distribution system, pipes, and infrastructure

Exhibit I – Siemens' Maintenance Responsibilities

PV SOLAR ARRAY AT LANDFILL – POST INSTALLATION RESPONSIBILITIES

Commencing on the Guarantee Date, SIEMENS shall, on an annual basis, provide documentation showing the current progress and status of this performance guarantee, including:

- Actual System Performance Ratio
- Performance Ratio Guarantee Level
- Guaranteed Energy, shown on a monthly basis
- Actual Energy, shown on a monthly basis

The above data will be compiled and used in all calculations necessary to be included in the annual measurement and verification report.

PV SOLAR ARRAY AT LANDFILL – MAINTENANCE RESPONSIBILITIES

As part of the annual maintenance responsibilities, the SIEMENS shall:

- Maintain the Solar Array (the "System") in good working order and operate the System in accordance with all manufacturers' requirements, applicable laws, regulations and ordinances.
- Repair any damage to CITY property (which shall not include normal wear and tear) caused by SIEMENS, its Subcontractors or any person utilized by them, their employees, agents, contractors, assigns or representatives.
- Perform maintenance and repairs in compliance with equipment and System warranties.
- Cooperate with City at its request in connection with the City's net metering arrangements.
- Inspect the System's general site conditions, PV arrays, electrical equipment, mounting structure, Data Acquisition System, and balance of the System twice (2) per year.
- Test the System and the DAS, including string level open circuit voltage and DC operating amperage tests, twice (2) per year.
- Conduct inverter preventive maintenance in compliance with all manufacturers' operation guidelines.
- IR scanning inspection once (1) each calendar year of PV equipment including combiner boxes, AC & DC disconnects, inverters, and points of interconnection.
- Any loose connections found will be re-tightened the appropriate wiring connections to design specification torque force in compliance with all manufacturer's guidelines.
- Inspect the array mounting structure, conduit runs and other physical components for wear or damage, twice (2) each calendar year.
- Provide a written System maintenance report no later than 10 Business Days following the performance of any maintenance.
- Perform ground maintenance at the solar array project site, to include weed abatement and mowing under and around the solar arrays and equipment.

Make and coordinate claims for reimbursement and/ or replacement under any available warranty from manufacturers, installers or other similar entities relating to the System (excluding substation/ transmission lines, and interconnection installed by others).

Exhibit J – Certificate of Acceptance Technical Energy Audit

I, the undersigned, hereby certify that I am the duly qualified and acting officer of the City of Lake Worth and represent and warrant that:

The Technical Audit has been delivered in accordance with the Parties' Energy Audit Agreement, and has been fully accepted by the City on the 1st day of SEPTEMBER, 2015.

Schedules B and E to the Technical Energy Audit are hereby incorporated into the Contract Documents.

CITY OF LAKE WORTH

By: _____

Pam Triolo, Mayor

Date: _____

SIEMENS

Exhibit K – Financial Cash Flows

City of Lake Worth Projected Cash Flows

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total
PROGRAM SAVINGS																	
Energy Savings	$ 111,905	$ 831,592	$ 855,037	$ 879,151	$ 903,953	$ 929,463	$ 955,701	$ 982,688	$ 1,010,447	$ 1,038,998	$ 1,068,365	$ 1,098,572	$ 1,129,643	$ 1,161,603	$ 1,194,477	$ 1,228,291	$ 15,379,887
Streetlight Contingency Savings	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water Revenues	$ 75,802	$ 121,213	$ 134,575	$ 145,676	$ 154,278	$ 160,131	$ 159,680	$ 156,486	$ 150,261	$ 140,807	$ 127,853	$ 111,113	$ 90,286	$ 65,053	$ 35,077	$ -	$ 1,828,291
Operational Savings	$ 138,265	$ 874,455	$ 911,655	$ 945,983	$ 980,779	$ 1,001,294	$ 1,022,463	$ 1,044,308	$ 1,066,846	$ 1,090,099	$ 1,114,089	$ 1,138,839	$ 1,164,369	$ 1,190,705	$ 1,217,869	$ 1,245,890	$ 16,147,907
Annual Gross Savings	**$ 325,972**	**$ 1,827,260**	**$ 1,901,267**	**$ 1,970,810**	**$ 2,039,010**	**$ 2,090,888**	**$ 2,137,844**	**$ 2,183,482**	**$ 2,227,554**	**$ 2,269,904**	**$ 2,310,307**	**$ 2,348,524**	**$ 2,384,298**	**$ 2,417,361**	**$ 2,447,423**	**$ 2,474,181**	**$ 33,356,085**
Cumulative Savings	$ 325,972	$ 2,153,232	$ 4,054,500	$ 6,025,309	$ 8,064,319	$ 10,155,207	$ 12,293,051	$ 14,476,533	$ 16,704,087	$ 18,973,991	$ 21,284,299	$ 23,632,822	$ 26,017,121	$ 28,434,481	$ 30,881,904	$ 33,356,085	
PROGRAM COSTS																	
Principal & Interest	$ -	$ 1,511,113	$ 1,710,509	$ 1,750,135	$ 1,799,268	$ 1,855,343	$ 1,904,082	$ 1,962,902	$ 1,999,196	$ 2,041,163	$ 2,083,714	$ 2,123,924	$ 2,164,801	$ 2,198,443	$ 2,230,602	$ 2,239,494	$ 29,574,689
Service Programs SP	$ -	$ 86,052	$ 88,634	$ 91,293	$ 94,031	$ 96,852	$ 99,758	$ 102,751	$ 105,833	$ 109,008	$ 112,278	$ 115,647	$ 119,116	$ 122,690	$ 126,370	$ 130,161	$ 1,600,474
Performance Assurance	$ -	$ 78,637	$ 64,507	$ 78,709	$ 68,422	$ 83,872	$ 73,080	$ 90,424	$ 78,580	$ 97,472	$ 84,470	$ 105,054	$ 90,778	$ 113,211	$ 97,534	$ 121,988	$ 1,326,740
Annual Gross Costs	**$ -**	**$ 1,675,802**	**$ 1,863,649**	**$ 1,920,137**	**$ 1,961,722**	**$ 2,036,067**	**$ 2,076,920**	**$ 2,156,076**	**$ 2,183,609**	**$ 2,247,643**	**$ 2,280,463**	**$ 2,344,624**	**$ 2,374,696**	**$ 2,434,344**	**$ 2,454,506**	**$ 2,491,644**	**$ 32,501,903**
Cumulative Costs	$ -	$ 1,675,802	$ 3,539,452	$ 5,459,588	$ 7,421,310	$ 9,457,377	$ 11,534,298	$ 13,690,374	$ 15,873,983	$ 18,121,626	$ 20,402,088	$ 22,746,713	$ 25,121,408	$ 27,555,753	$ 30,010,259	$ 32,501,903	
CASH FLOW																	
Annual Net Cash Flow	**$ 325,972**	**$ 151,458**	**$ 37,618**	**$ 50,673**	**$ 77,288**	**$ 54,820**	**$ 60,924**	**$ 27,406**	**$ 43,945**	**$ 22,261**	**$ 29,845**	**$ 3,900**	**$ 9,602**	**$ (16,984)**	**$ (7,083)**	**$ (17,463)**	**$ 854,182**
Cumulative Net Cash Flow	$ 325,972	$ 477,430	$ 515,048	$ 565,721	$ 643,009	$ 697,829	$ 758,754	$ 786,160	$ 830,104	$ 852,365	$ 882,210	$ 886,110	$ 895,712	$ 878,728	$ 871,645	$ 854,182	

Cashflow Period	15
Program Cost	$ 22,964,694
Rebates	$ -
Conservation Fund to Streetlights	$ 470,000
Amount Financed	$ 22,494,694

Exhibit L – Certificate of Acceptance of Facility Improvement Measure (FIM)

I, the undersigned, hereby certify that I am the duly qualified and acting officer of the City of Lake Worth represents that:

The Equipment described in the attached documentation as purchased from _____, and properly invoiced, has been delivered and installed in accordance with the Contract Documents, and appears to be in good working order and is fully operational and properly functioning, and has been fully accepted by the CITY on the _____ day of _____, _____.

CITY OF LAKE WORTH:

Signature: _____ (City's Representative or Designee)

Title:_____

Date: _____

Exhibit M – Corporate Guarantee

Unconditional Corporate Guarantee

Guaranty Agreement By SIEMENS INDUSTRY, INC.

This Guaranty Agreement (the "Guaranty"), dated effective as of _____, is made and entered into by SIEMENS INDUSTRY, INC., a _____ corporation ("Guarantor").

WHEREAS, **SIEMENS INDUSTRY, INC. BUILDING TECHNOLOGIES DIVISION** (the "SIEMENS"), and the **CITY OF LAKE WORTH, FL** (the "CITY"), have entered into or are contemplating entering into an Energy Services Agreement (referred to herein as the "Agreement"); and Guarantor will directly or indirectly benefit from the transactions to be entered into between SIEMENS and CITY.

NOW THEREFORE, in consideration of CITY entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, (a) Guarantor hereby irrevocably guarantees the timely payment when due of the obligations of SIEMENS to pay for any shortfalls of Guaranteed Savings or the Installation Period Savings and any accrued Delay Period Savings to CITY under the Exhibit C and C.1 to the Agreement, as may be amended by the Parties from time to time (the "Obligations"), and (b) to the extent that SIEMENS shall fail to pay any Obligations, Guarantor shall promptly pay to CITY the amount due on CITY's demand therefore. The liability of Guarantor under this Guaranty shall be subject to the following:

(a) Guarantor's liability hereunder shall be and is specifically limited to payments of the Obligations expressly required to be made under Exhibits C and C.1 and, except to the extent specifically provided in the Agreement, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages, costs, or attorney's fees; and

(b) The aggregate amount covered by this Guaranty shall not exceed the total equal to the amount of the Guaranteed Savings, Installation Period Savings and any accrued Delay Period Savings as reflected in Exhibit C and Exhibit C.1 incorporated in the Agreement.

2. DEMANDS AND NOTICE. If SIEMENS fails or refuses to pay any undisputed Obligations (in whole or in part), CITY shall notify SIEMENS in writing of the manner in which SIEMENS has failed to pay and demand that payment be made by SIEMENS. If SIEMENS's failure or refusal to pay continues for a period of ten (10) days after the date of CITY's notice to SIEMENS, and CITY has elected to exercise its rights under this Guaranty, CITY shall make a demand upon Guarantor (hereinafter referred to as a "Payment Demand"). A Payment Demand shall be in writing and shall contain a copy of CITY's demand that payment be made by SIEMENS and a specific statement that CITY is calling upon Guarantor to pay under this Guaranty. A Payment Demand satisfying the foregoing requirements shall be required with respect to Obligations before Guarantor is required to pay such Obligations hereunder and shall be deemed sufficient notice to Guarantor that it

must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until SIEMENS or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured. The Guarantor shall not be required to make any inquiry, inspection or investigation in connection therewith. Any dispute regarding the Obligations shall be addressed by SIEMENS and the CITY under the Dispute Resolution process in the Agreement. The Guarantor shall not have standing or any right to challenge a Payment Demand.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty; and

(c) this Guaranty, when executed and delivered, will constitute a valid and legally binding agreement of Guarantor, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity. CITY shall have the right to require SIEMENS to appoint a successor or alternative instrument supporting SIEMENS' Guarantee, acceptable to CITY, in the event of any one or more of the following circumstances occur and remain for more than thirty (30) days: entry of an order for relief under the United States Bankruptcy Code; the making by Guarantor of a general assignment for the benefit of creditors; the appointment of a general receiver or trustee in bankruptcy of Guarantor's business or property; or action by Guarantor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, Guarantor (including its receiver or trustee in bankruptcy) provides to CITY adequate assurances, reasonably acceptable to CITY, of its continuing ability and willingness to fulfill its obligations under this Guaranty.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor represents and warrants that its obligations to make payments pursuant to a Payment Demand shall not be subject to or limited by any rights, setoffs, counterclaims and other defenses to which SIEMENS is or may be entitled to arising from or out of the Agreement, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of SIEMENS, provided however, that CITY agrees that Guarantor shall be entitled to recover any payments made by Guarantor to CITY pursuant to a Payment Demand if, as a result of a resolution of any bona fide dispute under the Agreement concerning such payment or the Obligations, it is finally determined that CITY was not entitled to receive such payment, and CITY agrees that it shall repay such amounts to Guarantor, pursuant to § 218.73, Florida Statutes, after the receipt of Guarantor's proper invoice to CITY that such repayment is due. CITY shall not be liable for such payment to

both the Guarantor and SIEMENS arising from the same dispute.

5. AMENDMENT OF GUARANTY. No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and approved by the CITY Commission.

6. WAIVERS AND TERMINATION. Guarantor hereby waives (a) notice of acceptance of this Guaranty; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against SIEMENS or any other person or to require that CITY seek enforcement of any performance against SIEMENS or any other person, prior to any action against Guarantor under the terms hereof. Except as to applicable statutes of limitation, no delay of CITY in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

This Guaranty shall terminate upon the termination of the Savings Guarantee. Prior to such date, Guarantor may terminate this Guaranty by providing written notice of such termination to CITY and upon the effectiveness of such termination, Guarantor shall have no further liability hereunder; provided, however, no such termination shall be effective until the appointment of a successor or alternative instrument supporting SIEMENS's Guarantee, or until all Obligations of SIEMENS have been fulfilled under the Savings Guarantee.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by nationally recognized overnight courier as follows:

To Guarantor:

Dave Seraikas, Zone Manager
3021 N. Commerce Parkway
Miramar, FL 33025

To CITY:

City of Lake Worth
Attn: City Manager
7 North Dixie Highway
Lake Worth, Florida 33460

With copy to:

Torcivia, Donlon, Goddeau & Ansay, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

Notice given by personal delivery or mail shall be effective upon actual receipt. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. ASSIGNMENT. Neither Guarantor nor CITY shall assign this Guaranty without the express written consent of the other party.

9. MISCELLANEOUS. **THIS GUARANTY SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF FLORIDA**. VENUES FOR ANY DISPUTES OR LITIGATION RELATED TO OR ARISING FROM THIS GUARANTY SHALL BE IN ANY STATE OR FEDERAL COURT HAVING JURISDICTION OVER PALM BEACH COUNTY, FLORIDA. Time is of the essence with regard to this Guaranty. To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to trial by jury in any litigation arising out of or related to this Guarantee. This Guaranty shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by CITY, its successors and assigns. The Guaranty embodies the entire agreement and understanding between Guarantor and CITY and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on _____, but it is effective as of the date first above written.

SIEMENS INDUSTRY, INC.

By:_____ [Corporate Seal]

Name:

Title:

Exhibit N – Performance Assurance (inclusive of the Measurement & Verification Plan)

There are five options to measure and verify energy/utility Savings: Option A - Retrofit Isolation: Key Parameter Measurement; Option B - Retrofit Isolation: All Parameter Measurement; Option C - Whole Facility; and, Option D – Calibrated Simulation. Options A through and including D are part of the International Performance Measurement and Verification Protocol (IPMVP). Option E-Stipulated is based on industry accepted engineering standards and is the Option used for purposes of calculating Operational Savings.

Option A - Retrofit Isolation: Key Parameter Measurement. Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the FIM's affected system(s) and/or the success of the Project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required. The plausible savings error arising from estimation rather than measurement is evaluated.

Option B – Retrofit Isolation: All Parameter Measurement. Savings are determined by field measurement of the energy use of the FIM-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period.

Option C - Whole Facility: Savings are determined by measuring energy use at the whole Facility or sub-Facility level. Continuous measurements of the entire Facility's energy use are taken throughout the reporting period.

Option D - Calibrated Simulation: Savings are determined through simulation of the energy use of the whole Facility, or of a sub-Facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the Facility. This Option usually requires considerable skill in calibrated simulation.

Option E – Stipulated: This Option is the method of measurement and verification applicable to FIMS consisting either of Operational Savings or where the end use capacity or operational efficiency; demand, energy consumption or power level; or manufacturer's measurements, industry standard efficiencies or operating hours are known in advance, and used in a calculation or analysis method that will stipulate the outcome. Both CITY and SIEMENS agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology the Savings stipulated will be achieved upon completion of the FIM and no further measurements or calculations will be performed during the Performance Guarantee Period.

TABLE N.1 – SAVINGS BY IPMVP OPTION

FIM Name or Type	Energy/Utility Post Construction Savings $ Measurement and Verification Options						Total Savings $
	A	B	C	D	E		
	Retrofit Isolation: Key Parameter Measurement	Retrofit Isolation: All Parameter Measurement	Whole Facility	Calibrated Simulation	Stipulated (Other)	Stipulated (Capital Avoidance & O&M)	
Lighting (interior)	$38,446				$9,515	$14,003	$61,964
Lighting (exterior)	$17,253					$9,991	$27,244
Water Conservation	$2,707				$2,883		$5,590
HVAC Replacement	$3,233					$2,943	$6,176
LED Pool Lights	$1,784					$443	$2,227
Solar PV		$214,672			$15,065	$179,182	$408,919
Street Lighting	$95,805					$161,452	257,257
AMI Project	$121,213				$454,810	$481,861	$1,057,884
TOTALS	**$280,441**	**$214,672**			**$482,273**	**$849,875**	**$1,827,261**

TABLE N.1A – SAVINGS BY IPMVP OPTION

FIM Name or Type	Energy/Utility Installation Period Savings $ Measurement and Verification Options						Total Savings $
	A	B	C	D	E		
	Retrofit Isolation: Key Parameter Measurement	Retrofit Isolation: All Parameter Measurement	Whole Facility	Calibrated Simulation	Stipulated (Other)	Stipulated (Capital Avoidance & O&M)	
Facilities	$56,435						$56,435
Facilities O&M						$23,218	$23,218
Streetlights Non DOT	$25,166						$25,166
Streetlights Non DOT O&M						$34,738	$34,738
AMI Electric					$75,802		$75,802
AMI Water	$30,303						$30,303
AMI O&M Savings						$80,310	80,310
TOTALS	**$111,905**	**$0**			**$75,802**	**$138,265**	**$325,972**

TABLE N.2 – SAVINGS BY IPMVP OPTION (UNITS)

FIM Name or Type	Energy/Utility Savings (Units)			
	Measurement and Verification Options			
	A		B	E
	Retrofit Isolation: Key Parameter Measurement		Retrofit Isolation: All Parameter Measurement	Stipulated
Lighting (interior)	341,208 kWh	470 kW		102,237 kWh
Lighting (exterior)	146,204 kWh	187 kW		
Water Conservation	307,425 (gal)			30,026 kWh
HVAC Replacement	26,288 kWh	86 kW		
LED Pool Lights	14,855 kWh			
Solar PV			2,862,297 kWh	

TABLE N.3 – TOTAL SAVINGS OVER CONTRACT TERM

Performance Period	Energy & Water Savings	Energy & Water FIM Operational Savings	Billable Water/Sewer Increase	AMI Operational Savings	Billable Electric Meter Increase	Total Program Benefits
Construction	$81,601	$57,956	$30,303	$80,310	$75,802	$325,972
Annual Period 1	$378,199	$393,075	$121,213	$481,861	$454,810	$1,829,158
Annual Period 2	$388,042	$415,834	$134,575	$496,317	$468,454	$1,903,222
Annual Period 3	$398,146	$435,287	$145,676	$511,206	$482,508	$1,972,822
Annual Period 4	$408,518	$454,762	$154,278	$526,543	$496,983	$2,041,083
Annual Period 5	$419,164	$459,497	$160,131	$542,339	$511,893	$2,093,023
Annual Period 6	$430,094	$464,412	$159,680	$558,609	$527,249	$2,140,044
Annual Period 7	$441,313	$469,515	$156,486	$575,367	$543,067	$2,185,748
Annual Period 8	$452,830	$474,809	$150,261	$592,628	$559,359	$2,229,888
Annual Period 9	$464,653	$480,301	$140,807	$610,407	$576,140	$2,272,308
Annual Period 10	$476,790	$485,997	$127,853	$628,719	$593,424	$2,312,783
Annual Period 11	$489,249	$491,904	$111,113	$647,581	$611,227	$2,351,074
Annual Period 12	$502,040	$498,026	$90,286	$667,008	$629,563	$2,386,925
Annual Period 13	$515,172	$504,372	$65,053	$687,019	$648,450	$2,420,066
Annual Period 14	$528,653	$510,947	$35,077	$707,629	$667,904	$2,450,209
Annual Period 15	$542,493	$517,759	$0	$728,858	$687,941	$2,477,051
Total	**$6,879,010**	**$7,091,410**	**$1,771,218**	**$8,962,091**	**$8,500,675**	**$33,204,404**

A Year 0 report will be generated and presented to the City upon the earlier of Final Acceptance or 540 days from the Effective Contract Date. This report will outline the total savings achieved during the Installation Period. The Installation Period Savings will be an aggregate of all FIMs and will be based on what is actually installed and providing beneficial use throughout the Installation Period. The Measurement and Verification plan for the remaining years of the contract are described in detail for each measure below.

DIVISION 1 – FACILITIES:

A. Lighting Calculations:

Interior Lighting Scope at: City Hall, Gym, Public Services, Refuse Division, Golf Club, Library, City Hall Annex, Ocean Rescue, Public Safety, Water Treatment Plant, Northwest Ball Fields and Park, Memorial Park, and the Department of Community Sustainability (1900 Bldg)

Exterior Lighting Scope at: Department of Community Sustainability (1900 Bldg), Gym, Refuse Division, Water Treatment Plant, Public Services, Public Safety, Golf Club, Northwest Ball Fields and Park, and Memorial Park.

IPVMP Option A has been selected to verify Savings for the Lighting FIM for Facilities.

Energy savings and power demand savings will be produced from this FIM. Cooling energy savings for the HVAC system is an additional benefit of the lighting retrofit and is considered to be stipulated savings (Option E).

DESCRIPTION

Savings generated by lighting retrofits shall be based upon a one-time Pre and Post measurement for each major fixture type. The "major fixture type" will be defined as the fixture types that represent a minimum of 75% of the existing total lighting wattage defined in the room-by-room inventory. All other fixture types will use manufacturer ANSI power usage for both pre and post conditions. The quantity of power measurements per fixture type will be based on an 80% confidence and 20% precision. Each fixture's Pre and Post wattage measurement will be used along with the actual installed lighting survey to calculate Savings. The post measurements will be conducted at the same locations as existing fixture sample locations. Pre and Post lighting burn hours used in the energy calculation for each fixture are based on agreed upon hours provided in the "Calculations Variable Index" below. The following one-time calculations are used to determine the amount of Savings for the entire period of the Performance Guarantee Period:

TABLE N.4 – LIGHTING SAMPLE MEASUREMENTS

EXISTING CODE	EXISTING DESCRIPTION	EXISTING WATTS	Fixture Qty	Total kW	% of Total Lighting Load	Number of Sample Measurements
250MH	250 Watt Metal Halide fixture	295	120	35.4	13.72%	11
400MH	400 Watt Metal Halide fixture	458	64	29.312	11.36%	10
44EE	(4) Lamp 34W SuperSaver T12 with 4' magnetic ballast linear fixture	144	188	27.072	10.49%	11
24EE	(2) Lamp 34W SuperSaver T12 with 4' magnetic ballast linear fixture	72	350	25.2	9.76%	11
34T8	(3) Lamp 32W T8 with 4' linear fixture	87	274	23.838	9.24%	11
250	250 Watt Incandescent Fixture	250	60	15	5.81%	10
44T8	(4) Lamp 32W T8 with 4' linear fixture	114	112	12.768	4.95%	10
24T8	(2) Lamp 32W T8 with 4' linear fixture	59	200	11.8	4.57%	11
250S	250 Watt High Pressure Sodium fixture	295	34	10.03	3.89%	9
28SLEE	(2) Lamp F96 SuperSaver T12 with 8' magnetic slimline ballast fixture	126	79	9.954	3.86%	10
34EE	(3) Lamp 34W SuperSaver T12 with 4' magnetic ballast linear fixture	115	84	9.66	3.74%	0
24UT8	(2) Lamp 32W T8 U tube with 4' linear fixture	59	152	8.968	3.47%	0
175MH	175 Watt Metal Halide fixture	210	39	8.19	3.17%	0
100	100 Watt Incandescent Fixture	100	69	6.9	2.67%	0
28HOEE	(2) Lamp F96HO SuperSaver T12 with 8' magnetic ballast fixture	207	25	5.175	2.01%	0
400S	400 Watt High Pressure Sodium fixture	464	10	4.64	1.80%	0
1000MH	1000 Watt Metal Halide fixture	1080	3	3.24	1.26%	0
100MH	100 Watt Metal Halide fixture	130	12	1.56	0.60%	0
150	150 Watt Incandescent Fixture	150	9	1.35	0.52%	0
150X2	(2) Lamp 150 Watt Incandescent Fixture	300	4	1.2	0.46%	0
48SLEE	(4) Lamp F96 SuperSaver T12 with 8' magnetic slimline ballast fixture	246	4	0.984	0.38%	0
100X3	(3) Lamp 100 Watt Incandescent Fixture	300	3	0.9	0.35%	0
44SS	(4) Lamp 40W T12 with 4' standard magnetic ballast fixture	192	4	0.768	0.30%	0
22T8	(2) Lamp 17W T8 with 2' linear fixture	32	14	0.448	0.17%	
40	40 Watt Incandescent Fixture	40	10	0.4	0.15%	0
50X4	(4) Lamp 50 Watt Incandescent Fixture	200	2	0.4	0.15%	0
150S	150 Watt High Pressure Sodium fixture	188	2	0.376	0.15%	0
75	75 Watt Incandescent Fixture	75	5	0.375	0.15%	0
EXIT PL7	Compact Fluorescent Exit Sign	22	14	0.308	0.12%	0
25X12	(12) Lamp 25 Watt Incandescent Fixture	300	1	0.3	0.12%	0
75X4	(4) Lamp 75 Watt Incandescent Fixture	300	1	0.3	0.12%	0
18HOSE	(1) Lamp F96HO SuperSaver T12 with 8' standard magnetic ballast fixture	125	2	0.25	0.10%	0
12SS	(1) Lamp 20W T12 with 2' standard magnetic ballast fixture	29	7	0.203	0.08%	0
24SE	(2) Lamp 34W SuperSaver T12 with 4' standard magnetic ballast fixture	82	2	0.164	0.06%	0
25X2	(2) Lamp 25 Watt Incandescent Fixture	50	3	0.15	0.06%	0
50	50 Watt Incandescent Fixture	50	3	0.15	0.06%	0
75X2	(2) Lamp 75 Watt Incandescent Fixture	150	1	0.15	0.06%	0
22SS	(2) Lamp 20W T12 with 2' standard magnetic ballast fixture	53	2	0.106	0.04%	0
PL42	42 Watt plug-in Compact Fluorescent Fixture	46	1	0.046	0.02%	0
14EE	(1) Lamp 34W SuperSaver T12 with 4' magnetic ballast fixture	43	1	0.043	0.02%	0
12T8	(1) Lamp 17W T8 with 2' linear fixture	18	1	0.018	0.01%	0
TOTAL				**258.096**		

The following one-time calculations are used to determine the amount of Savings for the entire period of the Performance Guarantee Period:

CALCULATIONS

KW Savings = Pre KW Measurement – Post KW Measurement

Annual KWH Savings = Pre Lighting Burn Hours x Pre KW Measurement – Post Lighting Burn Hours x Post KW Measurement

Annual KW Demand Savings = KW savings x demand months

Annual Dollar Savings ($) = KWH Savings x $/KWH Rate + Annual KW Demand Savings x $/kW rate

CALCULATIONS VARIABLES INDEX

The following table identifies the Pre Lighting Burn Hours established during the baseline.

TABLE N.5 – PRE-LIGHTING BURN HOURS

	City Hall	Gym	Library	City Hall Annex
CORRIDOR	3,000	2,000	2,530	3,500
CLASSROOM	1,800	565	1,800	1,800
COMMON SPACE	3,000	2,000	2,530	3,500
EXIT SIGN	8,760	8,760	8,760	8,760
EXTERIOR LIGHTING	4,300	4,300	4,300	4,300
GYM	2,600	1,950	2,600	2,600
JANITOR CLOSET	1,000	500	1,000	1,000
KITCHEN	1,800	1,800	1,800	1,800
LIBRARY	2,600	2,600	2,530	2,600
LOCKER ROOM	2,400	2,400	2,400	2,400
LOW USAGE / MISCELLANEOUS	500	500	500	500
MECH ROOM HIGH	2,400	2,400	2,400	2,400
MECH ROOM LOW	1,000	1,000	1,000	1,000
OFFICE HIGH	2,500	2,305	2,600	4,500
OFFICE LOW	1,000	540	2,400	1,000
PRIVATE TOILET ROOM	500	500	500	500
STORAGE HIGH	1,500	800	1,200	1,500
STORAGE LOW	500	500	500	500
STAIRS	2,600	2,600	2,600	2,600
TOILET ROOMS	2,600	1,000	1,000	2,600
WAREHOUSE	2,500	2,500	2,500	2,500
24 HOURS 7 DAYS A WEEK	8,760	8,760	8,760	8,760
NOT USED	0	0	0	0
NIGHT LIGHT	8,760	8,760	8,760	8,760
BALL FIELD	N/A	N/A	N/A	N/A
SHOP	N/A	N/A	N/A	N/A
LAKEWORTH POOL	N/A	N/A	N/A	N/A
RESTAURANT	N/A	N/A	N/A	N/A
MUSEUM	N/A	N/A	N/A	1,800
NOT USED	N/A	N/A	N/A	N/A
CONCESSION STAND	N/A	N/A	N/A	N/A
OFFICE SENSORS	1,750	1,614	1,820	3,150
TOILET ROOM SENSORED	1,820	700	700	1,820
OPEN OFFICE	2,442	N/A	N/A	N/A
BREAK ROOM	N/A	N/A	N/A	N/A
CONTROL ROOM	N/A	N/A	N/A	N/A
SHUFFLE BOARD EXTERIOR	N/A	N/A	N/A	N/A
BALL FIELD HIGH	N/A	N/A	N/A	N/A

TABLE N.5 – PRE-LIGHTING BURN HOURS (CONTINUED)

	Refuse Division	Department of Sustainability-	Lake Worth Ocean Rescue	Water Treatment	Northwest Park and Ball Fields
CORRIDOR	3,000	5,970	2,600	3,000	2,600
CLASSROOM	1,800	1,800	1,800	1,800	1,800
COMMON SPACE	2,600	2,500	2,600	2,600	2,000
EXIT SIGN	8,760	8,760	8,760	8,760	8,760
EXTERIOR LIGHTING	4,300	4,300	4,300	4,300	4,300
GYM	2,600	6,800	2,600	2,600	2,600
JANITOR CLOSET	500	500	1,000	1,000	1,000
KITCHEN	1,800	1,800	1,800	1,800	1,800
LIBRARY	2,600	2,600	2,600	2,600	2,600
LOCKER ROOM	2,200	2,400	1,350	2,400	2,400
LOW USAGE / MISCELLANEOUS	500	500	100	500	100
MECH ROOM HIGH	2,400	2,400	2,400	2,400	2,400
MECH ROOM LOW	1,000	1,000	800	1,000	1,000
OFFICE HIGH	3,000	2,430	1,350	1,865	3,000
OFFICE LOW	1,500	2,400	2,400	2,400	2,400
PRIVATE TOILET ROOM	500	500	500	500	500
STORAGE HIGH	1,000	500	1,000	2,575	500
STORAGE LOW	500	500	500	500	500
STAIRS	2,600	2,600	2,600	2,600	2,600
TOILET ROOMS	1,000	2,000	2,600	1,000	2,000
WAREHOUSE	800	2,895	2,500	8,760	2,500
24 HOURS 7 DAYS A WEEK	8,760	8,760	8,760	8,760	8,760
NOT USED	0	0	0	0	0
NIGHT LIGHT	8,760	8,760	8,760	8,760	8,760
BALL FIELD	N/A	N/A	N/A	N/A	800
SHOP	N/A	3,020	N/A	N/A	N/A
LAKEWORTH POOL	N/A	N/A	1,350	N/A	N/A
RESTAURANT	N/A	N/A	N/A	N/A	N/A
MUSEUM	N/A	500	N/A	N/A	N/A
NOT USED	N/A	N/A	N/A	N/A	N/A
CONCESSION STAND	N/A	N/A	N/A	N/A	1,500
OFFICE SENSORS	2,100	1,701	945	1,306	2,100
TOILET ROOM SENSORED	700	1,400	1,820	700	1,400
OPEN OFFICE	N/A	3,790	N/A	N/A	N/A
BREAK ROOM	N/A	6,990	N/A	N/A	N/A
CONTROL ROOM	N/A	N/A	N/A	5,031	N/A
SHUFFLE BOARD EXTERIOR	N/A	N/A	N/A	N/A	N/A
BALL FIELD HIGH	N/A	N/A	N/A	N/A	2,000

TABLE N.5 – PRE-LIGHTING BURN HOURS (CONTINUED)

	Harold Grimes Memorial Park	Lake Worth Golf Club	Public Services Warehouses and	Public Saftey Building	City Hall Exterior
CORRIDOR	2,600	5,500	2,300	2,600	N/A
CLASSROOM	1,800	1,800	1,800	1,800	N/A
COMMON SPACE	2,000	2,600	2,600	2,600	N/A
EXIT SIGN	8,760	8,760	8,760	8,760	N/A
EXTERIOR LIGHTING	4,300	4,300	4,300	4,300	4,300
GYM	2,600	2,600	2,600	2,600	N/A
JANITOR CLOSET	1,000	1,000	1,000	1,000	N/A
KITCHEN	1,800	6,200	1,800	1,800	N/A
LIBRARY	2,600	2,600	2,600	2,600	N/A
LOCKER ROOM	2,400	8,000	2,400	8,300	N/A
LOW USAGE / MISCELLANEOUS	100	500	500	500	N/A
MECH ROOM HIGH	2,400	2,400	2,400	2,400	N/A
MECH ROOM LOW	1,000	1,000	1,000	1,000	N/A
OFFICE HIGH	3,000	3,500	2,300	3,160	N/A
OFFICE LOW	2,400	2,400	2,400	2,400	N/A
PRIVATE TOILET ROOM	500	500	500	500	N/A
STORAGE HIGH	500	1,000	1,000	1,000	N/A
STORAGE LOW	500	500	500	500	N/A
STAIRS	2,600	2,600	2,600	2,600	N/A
TOILET ROOMS	1,000	8,000	1,000	2,600	N/A
WAREHOUSE	2,500	5,200	2,000	2,500	N/A
24 HOURS 7 DAYS A WEEK	8,760	8,760	8,760	8,760	N/A
NOT USED	0	0	0	0	0
NIGHT LIGHT	8,760	8,760	8,760	8,760	N/A
BALL FIELD	0	N/A	N/A	N/A	N/A
SHOP	N/A	3,910	N/A	N/A	N/A
LAKEWORTH POOL	N/A	N/A	N/A	N/A	N/A
RESTAURANT	N/A	6,200	N/A	N/A	N/A
MUSEUM	N/A	N/A	N/A	N/A	N/A
NOT USED	N/A	N/A	2,500	N/A	N/A
CONCESSION STAND	1,000	N/A	N/A	N/A	N/A
OFFICE SENSORS	2,100	2,450	1,610	2,212	N/A
TOILET ROOM SENSORED	700	5,600	700	1,820	N/A
OPEN OFFICE	N/A	N/A	N/A	N/A	N/A
BREAK ROOM	N/A	N/A	N/A	N/A	N/A
CONTROL ROOM	N/A	N/A	N/A	N/A	N/A
SHUFFLE BOARD EXTERIOR	N/A	N/A	N/A	N/A	N/A
BALL FIELD HIGH	N/A	N/A	N/A	N/A	N/A

TABLE N.5 – PRE-LIGHTING BURN HOURS (CONTINUED)

	Gym Exterior	Library Exterior	City Hall Annex Exterior	Refuse Division Exterior
CORRIDOR	N/A	N/A	N/A	N/A
CLASSROOM	N/A	N/A	N/A	N/A
COMMON SPACE	N/A	N/A	N/A	N/A
EXIT SIGN	N/A	N/A	N/A	N/A
EXTERIOR LIGHTING	4,300	4,300	4,300	4,300
GYM	N/A	N/A	N/A	N/A
JANITOR CLOSET	N/A	N/A	N/A	N/A
KITCHEN	N/A	N/A	N/A	N/A
LIBRARY	N/A	N/A	N/A	N/A
LOCKER ROOM	N/A	N/A	N/A	N/A
LOW USAGE / MISCELLANEOUS	N/A	N/A	N/A	N/A
MECH ROOM HIGH	N/A	N/A	N/A	N/A
MECH ROOM LOW	N/A	N/A	N/A	N/A
OFFICE HIGH	N/A	N/A	N/A	N/A
OFFICE LOW	N/A	N/A	N/A	N/A
PRIVATE TOILET ROOM	N/A	N/A	N/A	N/A
STORAGE HIGH	N/A	N/A	N/A	N/A
STORAGE LOW	N/A	N/A	N/A	N/A
STAIRS	N/A	N/A	N/A	N/A
TOILET ROOMS	N/A	N/A	N/A	N/A
WAREHOUSE	N/A	N/A	N/A	N/A
24 HOURS 7 DAYS A WEEK	N/A	N/A	N/A	N/A
NOT USED	0	0	0	0
NIGHT LIGHT	N/A	N/A	N/A	N/A
BALL FIELD	N/A	N/A	N/A	N/A
SHOP	N/A	N/A	N/A	N/A
LAKEWORTH POOL	N/A	N/A	N/A	N/A
RESTAURANT	N/A	N/A	N/A	N/A
MUSEUM	N/A	N/A	N/A	N/A
NOT USED	N/A	N/A	N/A	N/A
CONCESSION STAND	N/A	N/A	N/A	N/A
OFFICE SENSORS	N/A	N/A	N/A	N/A
TOILET ROOM SENSORED	N/A	N/A	N/A	N/A
OPEN OFFICE	N/A	N/A	N/A	N/A
BREAK ROOM	N/A	N/A	N/A	N/A
CONTROL ROOM	N/A	N/A	N/A	N/A
SHUFFLE BOARD EXTERIOR	N/A	N/A	N/A	N/A
BALL FIELD HIGH	N/A	N/A	N/A	N/A

TABLE N.5 – PRE-LIGHTING BURN HOURS (CONTINUED)

	Department of Sustainability-	Lake Worth Ocean Rescue	Water Treatment	Northwest Park and Ball Fields	Harold Grimes Memorial Park
CORRIDOR	N/A	N/A	N/A	N/A	N/A
CLASSROOM	N/A	N/A	N/A	N/A	N/A
COMMON SPACE	N/A	N/A	N/A	N/A	N/A
EXIT SIGN	N/A	N/A	N/A	N/A	N/A
EXTERIOR LIGHTING	4,300	4,300	4,300	4,300	4,300
GYM	N/A	N/A	N/A	N/A	N/A
JANITOR CLOSET	N/A	N/A	N/A	N/A	N/A
KITCHEN	N/A	N/A	N/A	N/A	N/A
LIBRARY	N/A	N/A	N/A	N/A	N/A
LOCKER ROOM	N/A	N/A	N/A	N/A	N/A
LOW USAGE / MISCELLANEOUS	N/A	N/A	N/A	N/A	N/A
MECH ROOM HIGH	N/A	N/A	N/A	N/A	N/A
MECH ROOM LOW	N/A	N/A	N/A	N/A	N/A
OFFICE HIGH	N/A	N/A	N/A	N/A	N/A
OFFICE LOW	N/A	N/A	N/A	N/A	N/A
PRIVATE TOILET ROOM	N/A	N/A	N/A	N/A	N/A
STORAGE HIGH	N/A	N/A	N/A	N/A	N/A
STORAGE LOW	N/A	N/A	N/A	N/A	N/A
STAIRS	N/A	N/A	N/A	N/A	N/A
TOILET ROOMS	N/A	N/A	N/A	N/A	N/A
WAREHOUSE	N/A	N/A	N/A	N/A	N/A
24 HOURS 7 DAYS A WEEK	N/A	N/A	N/A	N/A	N/A
NOT USED	0	0	0	0	0
NIGHT LIGHT	N/A	N/A	N/A	N/A	N/A
BALL FIELD	N/A	N/A	N/A	800	N/A
SHOP	N/A	N/A	N/A	N/A	N/A
LAKEWORTH POOL	N/A	N/A	N/A	N/A	N/A
RESTAURANT	N/A	N/A	N/A	N/A	N/A
MUSEUM	N/A	N/A	N/A	N/A	N/A
NOT USED	N/A	N/A	N/A	N/A	N/A
CONCESSION STAND	N/A	N/A	N/A	1,000	N/A
OFFICE SENSORS	N/A	N/A	N/A	N/A	N/A
TOILET ROOM SENSORED	N/A	N/A	N/A	N/A	N/A
OPEN OFFICE	N/A	N/A	N/A	N/A	N/A
BREAK ROOM	N/A	N/A	N/A	N/A	N/A
CONTROL ROOM	N/A	N/A	N/A	N/A	N/A
SHUFFLE BOARD EXTERIOR	N/A	N/A	N/A	N/A	N/A
BALL FIELD HIGH	N/A	N/A	N/A	1,200	N/A

TABLE N.5 – PRE-LIGHTING BURN HOURS (CONTINUED)

	Lake Worth Golf Club Exterior	Public Services Warehouses and	Public Saftey Building
CORRIDOR	N/A	N/A	N/A
CLASSROOM	N/A	N/A	N/A
COMMON SPACE	N/A	N/A	N/A
EXIT SIGN	N/A	N/A	N/A
EXTERIOR LIGHTING	4,300	4,300	4,300
GYM	N/A	N/A	N/A
JANITOR CLOSET	N/A	N/A	N/A
KITCHEN	N/A	N/A	N/A
LIBRARY	N/A	N/A	N/A
LOCKER ROOM	N/A	N/A	N/A
LOW USAGE / MISCELLANEOUS	N/A	N/A	N/A
MECH ROOM HIGH	N/A	N/A	N/A
MECH ROOM LOW	N/A	N/A	N/A
OFFICE HIGH	N/A	N/A	N/A
OFFICE LOW	N/A	N/A	N/A
PRIVATE TOILET ROOM	N/A	N/A	N/A
STORAGE HIGH	N/A	N/A	N/A
STORAGE LOW	N/A	N/A	N/A
STAIRS	N/A	N/A	N/A
TOILET ROOMS	N/A	N/A	N/A
WAREHOUSE	N/A	N/A	N/A
24 HOURS 7 DAYS A WEEK	N/A	N/A	N/A
NOT USED	0	0	0
NIGHT LIGHT	N/A	N/A	N/A
BALL FIELD	N/A	N/A	N/A
SHOP	N/A	N/A	N/A
LAKEWORTH POOL	N/A	N/A	N/A
RESTAURANT	N/A	N/A	N/A
MUSEUM	N/A	N/A	N/A
NOT USED	N/A	N/A	N/A
CONCESSION STAND	N/A	N/A	N/A
OFFICE SENSORS	N/A	N/A	N/A
TOILET ROOM SENSORED	N/A	N/A	N/A
OPEN OFFICE	N/A	N/A	N/A
BREAK ROOM	N/A	N/A	N/A
CONTROL ROOM	N/A	N/A	N/A
SHUFFLE BOARD EXTERIOR	N/A	N/A	N/A
BALL FIELD HIGH	N/A	N/A	N/A

MEASUREMENT OR REFERENCE TABLES

Located on page 3, Appendix B of the Technical Energy Audit are the Lighting Line by Line with the pre and post kW per fixture values and the Lighting Pre Measurements table showing all pre measurements, which is incorporated herein by reference. The final post measurement will be completed after installation and the Lighting Pre Measurements table will be updated to a Pre/Post Measurement table upon agreement with the CITY.

SPECIFICATIONS ON MEASUREMENT TOOLS

kW meter

POST INSTALLATION CONSTRUCTION PERIOD M&V ACTIVITIES

The evaluations of the pre and post watt measurements will be taken with a watt meter according to an 80% (confidence) / 20% (precision) sampling plan to measure the upgraded lighting fixtures. The table below illustrates the effect of confidence and precision on sample size.

Precision	0.2
Confidence	0.8
Z-Statistic	1.282

Population Size, N	Sample Size, n
4	3
8	5
12	6
16	7
20	8
25	8
30	9
35	9

Population Size, N	Sample Size, n
40	9
45	9
50	10
60	10
70	10
90	10
100	10
125	11

GUARANTEE PERIOD ACTIVITIES

The Annual Performance Assurance Report will document one-time pre and post measurements of the installed lighting systems to verify system operation.

DIVISION 1 – FACILITIES (continued):

B. Occupancy Sensors Calculations:

City Hall, Gym, Library, City Hall Annex, Refuse Division, Department of Community Sustainability (1900 Bldg), Golf Club, Public Services, and Public Safety

IPVMP Option A has been selected to verify Savings for this FIM.

The variable affecting savings from the lighting occupancy sensor FIM is operating hours during occupied and unoccupied periods. Annual operating hours were measured based on data collected onsite during a 14 day data logging session. Equipment numbers and locations will not vary, and operating hours are not projected to change after the FIM is implemented.

DESCRIPTION

Savings generated by the lighting occupancy sensor retrofit portion of this Contract are based upon Post fixture wattages taken for each major fixture type and the reduction in burn hours for each area receiving occupancy sensors. Hours used in the energy calculations for each fixture are based upon agreed upon hours given in Lighting Occupancy Data Logging Report presented in the Appendix B of the Technical Energy Audit beginning on page 36, which is incorporated herein by reference. The following one-time calculations were used to determine annual Savings for the entire Performance Guarantee Period.

CALCULATIONS

Annual Occupancy Sensor Savings (KWH) = Burn Hours Saving x Post KW

Annual Dollar Savings ($) = Occupancy Sensor KWH savings x KWH Rate

CALCULATIONS VARIABLES INDEX/ BASELINE DATA

Lighting Sensor Survey

MEASUREMENT OR REFERENCE TABLES

The following table denotes the reduction in Post Lighting Burn Hours Reduction – based upon fixture location.

BUILDING NAME	FLR #	AREA NAME	SENSORS	
			SENSOR DUCTION	MSORS
City Hall	0	OFFICE	15%	X
City Hall	0	HR DEPARTMENT	15%	X
City Hall	0	HR OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	1	PAM TRIOLO OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	CITY MANAGER	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	2	FINANCE DEPARTMENT	15%	X
City Hall	2	OFFICE	15%	X
City Hall	2	OFFICE	15%	X
City Hall	2	OFFICE	15%	X
City Hall	2	OFFICE	15%	X
City Hall	2	OFFICE	15%	X
City Hall	3	OFFICE	15%	X
City Hall	3	OFFICE	15%	X
Shuffleboard Building		MAIN LOBBY	48%	X
Shuffleboard Building		KITCHEN	30%	X
Shuffleboard Building		COMPUTER ROOM	30%	X
Shuffleboard Building		WOMENS TOILET ROOM	80%	X
Shuffleboard Building		MENS TOILET ROOM	80%	X
Shuffleboard Building		OFFICE	15%	X
Shuffleboard Building		OFFICE	15%	X
Shuffleboard Building		OFFICE	15%	X
Gym		STORAGE/COMPUTER	15%	X
Gym		VESTIBULE	30%	X
Gym		WOMEN	70%	X
Gym		MENS	70%	X
Gym		OFFICE	18%	X
Gym		BACK CLASSROOM	55%	X

BUILDING NAME	FLR #	AREA NAME	SENSORS	
			SENSOR DUCTION	MSORS
City Hall	0	OFFICE	15%	X
City Hall	0	HR DEPARTMENT	15%	X
City Hall	0	HR OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	1	PAM TRIOLO OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	CITY MANAGER	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	2	FINANCE DEPARTMENT	15%	X
Library	2	STACKS	40%	X
Library	2	STACKS	40%	X
Library	1	RECEPTION DESK	40%	X
Library	1	STACKS	40%	X
Library	1	COMPUTER/SITTING	40%	X
Library	1	SITTING AREA	40%	X
Library	1	CHILDRENS AREA	40%	X
Library	1	SCI FICTION	40%	X
Library	1	MIDDLE BEHIND LOBBY	40%	X
Library	1	STACKS-FICTION	40%	X
Library	1	OFFICE	28%	X
Library	1	OFFICE	28%	X
City Hall Annex		CUSTOMER SERVICE-	15%	X
City Hall Annex		OFFICE	15%	X
City Hall Annex		OFFICE	15%	X
City Hall Annex		OPEN OFFICE	15%	X
City Hall Annex		OFFICE	15%	X
City Hall Annex		SIDE OFFICE	15%	X
City Hall Annex		SIDE OFFICE	15%	X
City Hall Annex		OFFICE	15%	X

BUILDING NAME	FLR #	AREA NAME	SENSORS	
			SENSOR DUCTION	MSORS
City Hall	0	OFFICE	15%	X
City Hall	0	HR DEPARTMENT	15%	X
City Hall	0	HR OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	1	PAM TRIOLO OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	CITY MANAGER	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	2	FINANCE DEPARTMENT	15%	X
City Hall Annex		IT ROOM	15%	X
City Hall Annex		IT ROOM	15%	X
City Hall Annex		OFFICE	15%	X
City Hall Annex		FILE STORAGE OFFICE	15%	X
City Hall Annex		SEATING AREA	15%	X
City Hall Annex		BREAK ROOM	15%	X
City Hall Annex		CREDIT UNION	15%	X
City Hall Annex		OFFICE	15%	X
City Hall Annex		MUSEUM	80%	X
City Hall Annex		MUSEUM	80%	X
City Hall Annex		1920-1928 MUSEUM	80%	X
City Hall Annex		FLORIDA ROOM	80%	X
City Hall Annex		READING ROOM	80%	X
City Hall Annex		WORK ROOM	80%	X
City Hall Annex		OFFICE	15%	X
Refuse Division		WORK AREA	30%	X
Refuse Division		WORK AREA	30%	X
Refuse Division		KITCHEN/CONFERENCE	30%	X
Refuse Division		LOCKER	80%	X
Refuse Division		WOMENS LOCKER ROOM	80%	X
Refuse Division		CONFERENCE ROOM	30%	X
Refuse Division		WORK AREA	30%	X
Refuse Division		OFFICE	30%	X

BUILDING NAME	FLR #	AREA NAME	SENSORS	
			SENSOR DUCTION	MSORS
City Hall	0	OFFICE	15%	X
City Hall	0	HR DEPARTMENT	15%	X
City Hall	0	HR OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	1	PAM TRIOLO OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	CITY MANAGER	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	2	FINANCE DEPARTMENT	15%	X
Department of Sustainability-		WAREHOUSE STORAGE	50%	X
Department of Sustainability-		WAREHOUSE STORAGE	50%	X
Department of Sustainability-		GARAGE	50%	X
Department of Sustainability-		GARAGE	50%	X
Department of Sustainability-		GARAGE	50%	X
Department of Sustainability-		WAREHOUSE	50%	X
Department of Sustainability-		MATERIAL SUPPLY OFFICE	38%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		BUYERS OFFICE	38%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		OPEN OFFICE	31%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		OPEN OFFICE	31%	X
Department of Sustainability-		OPEN OFFICE	31%	X
Department of Sustainability-		CONFERENCE ROOM	38%	X
Department of Sustainability-		UTILITY DIRECTOR	38%	X
Department of Sustainability-		OPEN AREA-GARAGE	38%	X
Department of Sustainability-		OPEN AREA-GARAGE	38%	X

BUILDING NAME	FLR #	AREA NAME	SENSORS	
			SENSOR DUCTION	MSORS
City Hall	0	OFFICE	15%	X
City Hall	0	HR DEPARTMENT	15%	X
City Hall	0	HR OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	1	PAM TRIOLO OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	CITY MANAGER	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	2	FINANCE DEPARTMENT	15%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		WAREHOUSE/GYM	80%	X
Department of Sustainability-		WAREHOUSE	50%	X
Department of Sustainability-		WAREHOUSE	50%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		COPY ROOM OFFICE	38%	X
Department of Sustainability-		COPY ROOM OFFICE	38%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		OPEN OFFICE	31%	X
Department of Sustainability-		OPEN OFFICE	31%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		ELECTRIC T AND D OFFICE	38%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		OFFICE	38%	X
Department of Sustainability-		OFFICE-ELECTRIC METER	30%	X
Department of Sustainability-		WAREHOUSE AREA	50%	X
Department of Sustainability-		BREAKROOM	52%	X

BUILDING NAME	FLR #	AREA NAME	SENSORS	
			SENSOR DUCTION	MSORS
City Hall	0	OFFICE	15%	X
City Hall	0	HR DEPARTMENT	15%	X
City Hall	0	HR OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	1	PAM TRIOLO OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	CITY MANAGER	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	2	FINANCE DEPARTMENT	15%	X
Water Treatment Plants	2	CONFERENCE ROOM	45%	X
Water Treatment Plants	2	BREAKROOM	45%	X
Water Treatment Plants	2	CONTROL ROOM	47%	X
Water Treatment Plants	2	CONTROL ROOM	47%	X
Water Treatment Plants	2	OFFICE	45%	X
Water Treatment Plants	2	LAB	45%	X
Water Treatment Plants	2	OFFICE	45%	X
Water Treatment Plants	2	OFFICE	45%	X
Water Treatment Plants	2	OFFICE	45%	X
Water Treatment Plants	2	CONFERENCE ROOM	45%	X
Water Treatment Plants	2	OFFICE	45%	X
Water Treatment Plants	2	OFFICE	45%	X
Water Treatment Plants	2	OFFICE	45%	X
Water Treatment Plants	2	LARGE MEETING ROOM	45%	X
Water Treatment Plants	2	OFFICE	45%	X
Water Treatment Plants	2	OFFICE	45%	X
Water Treatment Plants	2	OFFICE	45%	X
Water Treatment Plants	2	MAINTENANCE ROOM	45%	X
Water Treatment Plants	2	MINI LAB	45%	X
Water Treatment Plants	2	OFFICE	45%	X
Lake Worth Golf Club		OFFICE	30%	X
Lake Worth Golf Club		OFFICE	30%	X

BUILDING NAME	FLR #	AREA NAME	SENSORS	
			SENSOR DUCTION	SENSORS
City Hall	0	OFFICE	15%	X
City Hall	0	HR DEPARTMENT	15%	X
City Hall	0	HR OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	1	PAM TRIOLO OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	CITY MANAGER	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	2	FINANCE DEPARTMENT	15%	X
Lake Worth Golf Club		LOCKER ROOM	30%	X
Lake Worth Golf Club		LOCKER ROOM	30%	X
Lake Worth Golf Club		KITCHEN OFFICE	30%	X
Lake Worth Golf Club		GOLF BAG STORAGE	30%	X
Public Services Warehouses and		TRAILER-CORRIDOR	33%	X
Public Services Warehouses and		TRAILER-OFFICE	33%	X
Public Services Warehouses and		TRAILER-OFFICE	33%	X
Public Services Warehouses and		TRAILER-OFFICE	33%	X
Public Services Warehouses and		TRAILER-OFFICE	33%	X
Public Services Warehouses and		TRAILER-OFFICE	33%	X
Public Services Warehouses and		TRAILER-CONFERENCE	33%	X
Public Services Warehouses and		TRAILER-OFFICE	33%	X
Public Services Warehouses and		TRAILER-OFFICE	33%	X
Public Services Warehouses and		TRAILER-CONFERENCE	33%	X
Public Services Warehouses and		TRAILER-CORRIDOR	33%	X
Public Services Warehouses and		TRAILER-OFFICE	33%	X
Public Services Warehouses and		GARAGE-BREAKROOM	33%	X
Public Services Warehouses and		GARAGE-OFFICE	33%	X
Public Services Warehouses and		BLDG MAINT-OFFICE	33%	X
Public Services Warehouses and		BLDG MAINT-OFFICE	33%	X
Public Services Warehouses and		BLDG MAINT-OFFICE	33%	X
Public Services Warehouses and		BLDG MAINT-OFFICE	33%	X
Public Services Warehouses and		CONFERENCE ROOM	33%	X

BUILDING NAME	FLR #	AREA NAME	SENSORS	
			SENSOR DUCTION	SENSORS
City Hall	0	OFFICE	15%	X
City Hall	0	HR DEPARTMENT	15%	X
City Hall	0	HR OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	0	OFFICE	15%	X
City Hall	1	PAM TRIOLO OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	CITY MANAGER	15%	X
City Hall	1	OFFICE	15%	X
City Hall	1	OFFICE	15%	X
City Hall	2	FINANCE DEPARTMENT	15%	X
Public Services Warehouses and		CONFERENCE ROOM	33%	X
Public Services Warehouses and		BACK OFFICE	33%	X
Public Services Warehouses and		BACK OFFICE	33%	X
Public Saftey Building	1	OFFICE	42%	X
Public Saftey Building	1	OFFICE	42%	X
Public Saftey Building	1	PATROL LUTENANT	42%	X
Public Saftey Building	1	TRAFFIC	42%	X
Public Saftey Building	1	COMMUNITY INVOLVEMENT	42%	X
Public Saftey Building	1	OFFICE	42%	X
Public Saftey Building	1	OFFICE	42%	X
Public Saftey Building	1	OFFICE	42%	X
Public Saftey Building	1	OFFICE	42%	X
Public Saftey Building	1	OFFICE	42%	X
Public Saftey Building	1	BREAKROOM	42%	X
Public Saftey Building	1	BREAKROOM	47%	X
Public Saftey Building	1	BREAKROOM	47%	X
Public Saftey Building	2	OFFICE	42%	X
Public Saftey Building	2	BREAKROOM	42%	X
Public Saftey Building	2	OFFICE	42%	X
Public Saftey Building	2	OFFICE	42%	X
Public Saftey Building	2	OPEN OFFICE	42%	X
Public Saftey Building	2	QUARTER MASTER	42%	X

SPECIFICATIONS ON MEASUREMENT TOOLS

Lighting and Occupancy data loggers.

GUARANTEE PERIOD ACTIVITIES

The Annual Performance Assurance Report will document one-time pre and post measurements.

DIVISION 1 – FACILITIES (continued):

C. Water Conservation Calculations:

BUILDINGS:

City Hall, Gym, Department of Community Sustainability, Public Services, Refuse Division, Golf Club, Public Library, City Hall Annex, Ocean Rescue, and Northwest Ball Fields

IPVMP Option A has been selected to verify Water Savings.

Option E has been selected to verify additional savings generated from the reduced amount of energy used for the production of hot water due to the lower fixture flow rates, post retrofit. Energy savings (electric energy) has been calculated and will not be measured.

DESCRIPTION

The variables affecting savings from this water FIM are fixture flow rates, consumption per flush, population and hours of occupancy. Savings generated by installing low flow water fixtures and flow restrictors shall be based upon one-time Pre and Post sample measurements. Savings will be calculated by taking flow measurements on a sample for each fixture or retrofit type using an 80% confidence and 20% precision sampling plan. Baseline fixture frequency, typical usage, and occupancy information used to determine Savings are provided in Appendix B. The following one-time calculations are used to determine the amount of Savings for the entire period of the Performance Guarantee Period:

CALCULATIONS

Annual Water Savings (Gallons):

Toilets and Urinals = (Pre Gallons per Flush – Post Gallons per Flush) x Frequency per Occupant x Number of Occupants x Days per Year

Sinks / Shower Heads = (Pre Flow Rate GPM – Post Flow Rate GPM) x Avg. Time of Use x Frequency per Occupant x Number of Occupants x Days per Year

Dish Sink = (Pre Flow Rate GPM – Post Flow Rate GPM) x Avg. Time of Use per Day x Days per Year

Annual Dollar Saving ($) = (Gallons Saved) x (Water Rate $/gal + Sewer Rate $/ gal) + MMBTU Savings x (1/MMBTU/Unit of Fuel) x $/ Unit of Fuel

CALCULATIONS VARIABLES INDEX

Number of Building Occupant and Occupant Usage Baseline Water Tables

City Hall:

Occupancy Analysis				Hours on	Hours on Site	Restroom
	QTY	Days on Site		Site per day	Annual Total	Uses per year
Visitors	150	260		0.5	19500	7800
Staff	29	250		8.5	61625	24650
(full time)						
					Total	**32450**

City Hall Annex:

Occupancy Analysis				Hours on	Hours on Site	Restroom
	QTY	Days on Site		Site per day	Annual Total	Uses per year
Visitors	40	260		0.5	5200	2080
Staff	15	250		8.5	31875	12750
(full time)						
					Total	**14830**

Ocean Rescue:

Occupancy Analysis				Hours on	Hours on Site	Restroom
	QTY	Days on Site		Site per day	Annual Total	Uses per year
Visitors	10	260		1	2600	867
Staff	1	250		8.5	2125	708
(full time)						
					Total	**1575**

Harlod Grimes Memorial Park:

Occupancy Analysis				Hours on	Hours on Site	Restroom
	QTY	Days on Site		Site per day	Annual Total	Uses per year
Visitors	50	30		2	3000	1000
Staff	1	30		4	120	40
(full time)						
					Total	**1040**

Gym:

Occupancy Analysis				Hours on	Hours on Site	Restroom
	QTY	Days on Site		Site per day	Annual Total	Uses per year
Visitors	50	260		1	13000	5200
Staff	3	250		8.5	6375	2550
(full time)						
					Total	**7750**

Public Services Administration:

Occupancy Analysis				Hours on	Hours on Site	Restroom
	QTY	Days on Site		Site per day	Annual Total	Uses per year
Visitors	100	260		0.5	13000	5200
Staff	5	250		8.5	10625	4250
(full time)						
					Total	**9450**

Public Services Garage:

Occupancy Analysis				Hours on	Hours on Site	Restroom
	QTY	Days on Site		Site per day	Annual Total	Uses per year
Visitors	0	260		2	0	0
Staff	6	250		8.5	12750	4250
(full time)						
					Total	**4250**

Golf Club:

Occupancy Analysis				Hours on	Hours on Site	Restroom
	QTY	Days on Site		Site per day	Annual Total	Uses per year
Visitors	50	365		2	36500	12167
Staff	2	250		8.5	4250	1417
(full time)						
					Total	**13583**

Department of Community Sustainability:

Occupancy Analysis				Hours on	Hours on Site	Restroom
	QTY	Days on Site		Site per day	Annual Total	Uses per year
Visitors	20	260		1	5200	1733
Staff	33	250		8.5	70125	23375
(full time)						
					Total	**25108**

Refuse Division:

Occupancy Analysis				Hours on	Hours on Site	Restroom
	QTY	Days on Site		Site per day	Annual Total	Uses per year
Visitors	0	260		2	0	0
Staff	33	250		2	16500	6600
(full time)						
					Total	**6600**

Northwest Park and Ball Fields:

Occupancy Analysis				Hours on	Hours on Site	Restroom
	QTY	Days on Site		Site per day	Annual Total	Uses per year
Visitors	30	365		1	10950	3650
Staff	0	250		8.5	0	0
(full time)						
					Total	**3650**

Northwest Park and Ball Fields:

Occupancy Analysis				Hours on	Hours on Site	Restroom
	QTY	Days on Site		Site per day	Annual Total	Uses per year
Visitors	100	312		1.5	46800	18720
Staff	4	250		8.5	8500	3400
(full time)						
					Total	**22120**

Average Sink Water Temperature - 77F (cold only) 105F (hot)

Average Shower Water Temperature – 105F

Average City Supply Water Temperature - 77F

Water Heater System Efficiency = 95%

Density of Water = 8.346 Lbs per Gallon

City Hall	QTY	Current Water Usage Rate	Upgraded Water Usage Rate
Restroom Sinks		**Gal/min**	**Gal/min**
Single Spigot, cold only	6	2.13	0.50
Single Spigot, cold only, cant aerate	1	5.00	5.00
Push Button Delay Spigot	1	1.00	0.50
Efficient or non-adaptable Faucets	1	0.50	0.50
Toilets		**Gal/flush**	**Gal/flush**
3.5 GPF	8	3.5	1.6
1.6 GPF	2	1.6	1.6
Urinals		**Gal/min**	**Gal/min**
1.5 gpf (capable of 1.0 diaphragm)	1	1.5	1.0
1.0 gpf	3	1	1.0
Other		**Gal/min**	**Gal/min**
General Purpose Sinks	1	2.20	1.50

City Hall Annex	QTY	Current Water Usage Rate	Upgraded Water Usage Rate
Restroom Sinks		**Gal/min**	**Gal/min**
Single Spigot, cold only	1	2.00	0.50
Push Button Delay Spigot	2	2.00	0.50
Efficient or non-adaptable Faucets	2	0.50	0.50
Toilets		**Gal/flush**	**Gal/flush**
1.6 GPF Tank Toilet	7	1.6	1.6
Urinals		**Gal/flush**	**Gal/flush**
1.0 gpf	1	1	1.0
Other		**Gal/min**	**Gal/min**
General Purpose & Single Spigot, col	1	2.20	1.50

Ocean Rescue	QTY	Current Water Usage Rate	Upgraded Water Usage Rate
Restroom Sinks		**Gal/min**	**Gal/min**
Std 4 & 8 inch Hot and Cold	1	2.00	0.50
Single Spigot, cold only	5	2.00	0.50
Push Button Delay Spigot	8	2.00	0.50
Toilets		**Gal/flush**	**Gal/flush**
3.5 GPF	8	3.5	1.6
1.6 GPF	14	1.6	1.6
Urinals		**Gal/min**	**Gal/min**
1.0 gpf	10	1	1.0
Showers		**Gal/min**	**Gal/min**
Standard Showers - high flow	6	2.50	1.5
Other		**Gal/min**	**Gal/min**
Push Button Delay Spigot	4	2.00	0.50

Gym	QTY	Current Water Usage Rate	Upgraded Water Usage Rate
Restroom Sinks		**Gal/min**	**Gal/min**
Single Spigot, cold only	6	2.00	0.50
Toilets		**Gal/flush**	**Gal/flush**
1.6 GPF	8	1.6	1.6
Urinals		**Gal/min**	**Gal/min**
1.0 gpf	4	1	1.0

Public Services Admin Bldgs	QTY	Current Water Usage Rate	Upgraded Water Usage Rate
Restroom Sinks		**Gal/min**	**Gal/min**
Std 4 & 8 inch Hot and Cold	3	2.00	0.50
Toilets		**Gal/flush**	**Gal/flush**
1.6 GPF Tank Toilet	3	1.6	1.6

Public Services Garage	QTY	Current Water Usage Rate	Upgraded Water Usage Rate
Restroom Sinks		**Gal/min**	**Gal/min**
Std 4 & 8 inch Cold Only	1	2.20	0.50
Single Spigot, cold only	3	2.13	0.50
Single Spigot, cold only, cant aerate	1	5.00	5.00
Toilets		**Gal/flush**	**Gal/flush**
1.6 GPF Tank Toilet	5	1.6	1.6
Urinals		**Gal/flush**	**Gal/flush**
1.5 gpf (capable of .5 diaphragm)	1	1.5	0.5
1.0 gpf	2	1	1.0
Other		**Gal/min**	**Gal/min**
Ice Machine (small-medium)	1		

Golf Club	QTY	Current Water Usage Rate	Upgraded Water Usage Rate
Restroom Sinks		**Gal/min**	**Gal/min**
Std 4 & 8 inch Hot and Cold	10	2.00	0.50
Std 4 & 8 inch Cold Only	1	2.00	0.50
Single Spigot, cold only	2	2.00	0.50
Push Button Delay Spigot	1	2.20	0.50
Efficient or non-adaptable Faucets	1	0.50	0.50
Toilets		**Gal/flush**	**Gal/flush**
1.6 GPF	9	1.6	1.6
1.6 GPF Tank Toilet	5	1.6	1.6
Urinals			
1.0 gpf	5	1	1.0
Showers		**Gal/min**	**Gal/min**
Standard Showers - high flow	2	2.50	1.5
Other		**Gal/min**	**Gal/min**
Kitchen Pre Rinse Sprayer (low flow)	1	1.40	1.40
Dish Washer (batch)	1	3.2	3.2

Library	QTY	Current Water Usage Rate	Upgraded Water Usage Rate
Restroom Sinks		**Gal/min**	**Gal/min**
Single Spigot, cold only	1	2.00	0.50
Efficient or non-adaptable Faucets	4	0.50	0.50
Toilets		**Gal/flush**	**Gal/flush**
1.6 GPF	3	1.6	1.6
1.6 GPF Tank Toilet	2	1.6	1.6
Urinals		**Gal/min**	**Gal/min**
1.5 gpf (capable of 1.0 diaphragm)	1	1.5	1.0
1.0 gpf	1	1	1.0

Department of Community Sustainability Building	QTY	Current Water Usage Rate	Upgraded Water Usage Rate
Restroom Sinks		**Gal/min**	**Gal/min**
Std 4 & 8 inch Hot and Cold	7	2.00	0.50
Push Button Delay Spigot	3	2.00	0.50
Toilets		**Gal/flush**	**Gal/flush**
3.5 GPF	3	3.5	1.6
1.6 GPF	5	1.6	1.6
Urinals		**Gal/min**	**Gal/min**
1.0 gpf	4	1	1.0
Showers		**Gal/min**	**Gal/min**
Standard Showers - high flow	2	2.50	2.5
Other		**Gal/min**	**Gal/min**
General Purpose Sinks	3	2.00	1.50

Refuse Division	QTY	Current Water Usage Rate	Upgraded Water Usage Rate
Restroom Sinks		**Gal/min**	**Gal/min**
Std 4 & 8 inch Hot and Cold	5	2.12	0.50
Toilets		**Gal/flush**	**Gal/flush**
1.6 GPF	4	1.6	1.6
1.6 GPF Tank Toilet	2	1.6	1.6
Urinals		**Gal/flush**	**Gal/flush**
1.5 gpf (capable of 1.0 diaphragm)	1	1.5	1.0
1.0 gpf	2	1	1.0
Showers		**Gal/min**	**Gal/min**
Standard Showers - high flow	2	2.50	2.5
Other		**Gal/min**	**Gal/min**
General Purpose Sinks	1	2.20	1.50

Northwest Park and Ball Fields	QTY	Current Water Usage Rate	Upgraded Water Usage Rate
Restroom Sinks		**Gal/min**	**Gal/min**
Single Spigot, cold only	4	2.00	0.50
Push Button Delay Spigot	6	1.50	0.50
Efficient or non-adaptable Faucets	2	0.50	0.50
Toilets		**Gal/flush**	**Gal/flush**
1.6 GPF	10	1.6	1.6
Urinals		**Gal/min**	**Gal/min**
1.5 gpf (capable of .5 diaphragm)	2	1.5	0.5
Other		**Gal/min**	**Gal/min**
Ice Machine (small-medium)	1		

SPECIFICATIONS ON MEASUREMENT TOOLS

Flow Meter or Calibrated Measuring Bucket

INSTALLATION CONSTRUCTION PERIOD M&V ACTIVITIES

The water retrofit savings will be validated by Pre and Post representative fixture consumption measurements.

The evaluations of the pre and post water consumption measurements will be taken with an appropriate tool according to an 80% (confidence) / 20% (precision) sampling plan to measure the water fixtures. Table N.6 below illustrates the effect of confidence and precision on sample size:

TABLE N.6 – CONFIDENCE AND PRECISION OF SAMPLE SIZE

Precision	0.2
Confidence	0.8
Z-Statistic	1.282

Population Size, N	Sample Size, n	Population Size, N	Sample Size, n
4	3	40	9
8	5	45	9
12	6	50	10
16	7	60	10
20	8	70	10
25	8	90	10
30	9	100	10
35	9	125	11

- Water Closets - Refer to the 80/20 statistical guideline, 8 water closets.
- Urinals - Refer to the 80/20 statistical guideline, 5 urinals.
- Faucets - Refer to the 80/20 statistical guideline, 10 faucets.
- Showers - Refer to the 80/20 statistical guideline, 5 showers.
- Kitchen Equipment - Refer to the 80/20 statistical guideline, 6 fixtures.

GUARANTEE PERIOD ACTIVITIES

The annual Performance Assurance Report will document one-time pre and post measurements of water fixtures to verify system operation.

DIVISION 1 – FACILITIES (continued):

D. HVAC Replacements Calculations:

Department of Community Sustainability HVAC: IPVMP Option A has been selected to verify Savings for this FIM.

DESCRIPTION:

Savings generated by installing new split DX units shall be based on the new equipment's improved efficiency. Siemens will document the energy savings by trending the Pre and Post measurements of total unit amperage at similar outdoor air conditions. Equipment run hours used in the energy calculations are based upon agreed upon hours.

CALCULATIONS

The following saving calculations will occur annually to determine annual Savings for the entire Performance Guarantee Period and will be executed for each DX unit replaced. The trending session will be conducted for 14 days every year to determine the annual energy savings. Since pre-measurements were obtained during June 2014, post-measurement will be targeted between the months of May and July.

UNIT ENERGY SAVINGS:

KW = (Amperage x Voltage x Power Factor x Square Root of 3) / 1000

- Amperage: logged data; average over the 14 days. See appendix of the IGA for the Pre-measurement data
- Voltage: spot measurement
- Power Factor: 0.9

Annual Savings (KWH) = Baseline hours x (Pre Unit KW – Post Unit KW)

Annual Saving KW = (Pre Unit KW – Post Unit KW) x 12 months

Annual Dollar Savings ($) = KWH Savings x KWH Rate + KW Savings + KW Rate

CALCULATIONS VARIABLES INDEX / BASELINE VALUES

Equipment Scheduled Run Hours:

- Dept of Comm. Sustainability Small York Condenser: 100 hours per week
- Dept of Comm. Sustainability Meter Shop Condenser: 168 hours per week
- Dept of Comm. Sustainability Medium Carrier Condenser: 80 hours per week
- Dept of Community Sustainability Large Carrier Condenser: 73 hours per week

MEASUREMENT OR REFERENCE TABLES

General Information of DX Units Identified for Replacement						Existing Energy			Proposed		Guaranteed	
BLDG	Make	Model	Mfg Date	Operating Tons	Max kW	kW	hrs/yr	kWh/ year	New EER	kW	New EER	kW
1900 Bldg	Carrier	38AKS024--K510	1990s	12	14.3	14.3	4,160	53,694	*11.38*	12.7	*11.38*	13.3
1900 Bldg	Carrier	38AKS028--K500	1990s	20	26.2	26.2	3,796	89,418	*11.38*	21.1	*11.38*	22.2
1900 Bldg	York	H2CB048S25A	1991	3.6	4.7	4.7	5,200	21,813	*11.38*	3.8	*11.38*	4.0

SPECIFICATIONS ON MEASUREMENT TOOLS

Data Loggers (including current transformers and data loggers)

GUARANTEE PERIOD ACTIVITIES

The Annual Performance Assurance Report will document pre and post measurements to verify system operation.

DIVISION 2 – PV Solar Array at the Landfill:

The Measurement and Verification (M&V) of the solar array will be performed using Option B, Retrofit Isolation: All Parameter Measurement.

SECTION 1. DEFINITIONS

For purposes of this Solar PV measurement and verification discussion, the following defined terms shall have the meanings set forth below.

(a) "Actual Energy" (or "E_{ACT}") means the alternating current or "AC" electricity production in kWh measured by the System's solar electric meter over a set period of time (day, month and year are typical time periods) and recorded by the onsite monitoring system during the Guarantee Year, as more fully described in Section 2 below.

(b) "Annual Difference" (or "E_{Δ}") means difference between the Guaranteed Energy (E_{GL}) and the Actual Energy (E_{ACT}), as determined in accordance with Section 2 below.

(b1) "Energy Expected" in Tables N.7 and N.8 below means the amount of energy that should be produced from the system in an average year, using an agreed-upon forecasting methodology that uses TMY3 weather data (TMY3 West Palm Beach Airport: USAFN Number 722030), and is then discounted by an engineering safety factor of 5%.

(c) "Guaranteed Energy Price per kWh" means value set forth in Table N.7 and Table N.8 below.

(d) "Guaranteed Energy" (or "E_{GL}") means the energy calculated using the "PR_{GL}", "G_{POA}" and "P_{Final}" for the given time period as defined in Section 2(a).

(d) "Guarantee Year" means each successive 12-month period during the Performance Guarantee Term, commencing on the first day of the Performance Guarantee Term.

(e) "kWh" means electric energy expressed in kilowatt-hours and measured by multiplying the amount of electric power delivered or consumed (measured in kilowatts) by the amount of time over which the electricity was generated or consumed (measured in hours). One kilowatt-hour equals one thousand watt-hours.

(f) "Performance Guarantee Term" means, a fifteen (15) year period of time commencing on the Closing Date.

(g) "Performance Ratio Guarantee Level" (or "PR_{GL}") means the ratio specified in Section 2 of for each applicable time period. This is the performance factor that takes the losses associated with the System into consideration.

(h) "Plane of the Array" (or "POA") means the plane in which the solar modules are configured, including the array azimuth and angle of tilt. For the avoidance of doubt, the POA moves for a tracking system.

(i) "Solar Energy Density in the Plane of the Array" (or "G_{POA}") means the total Solar Energy Density described in units of kWh/m^2 measured using the onsite monitoring system in the Plane of the Array ("POA").

(j) "Solar Energy Density" (or "G") means the expected Solar Energy Density described in units of kWh/m^2.

(k) "Solar Power Density" (or "I_{POA}") means the average Solar Power Density described in units of W/m^2 measured over 15 consecutive minutes using the onsite monitoring system in the POA.

(l) "System Performance Ratio" (or "PR_{ACT}") means the ratio defined in Section 2.

(m) "System Final Power Capacity" (or "P_{FINAL}") means the kW-DC of the installed array, obtained from the panel nameplate power times the actual number of panels specified in the scope of work.

(n) "True-Up Payment" means a payment to the CITY by the SIEMENS to compensate for a negative Annual Difference.

SECTION 2. PERFORMANCE RATIO GUARANTEE

In the event that a shortfall occurs, SIEMENS will have the option of adding additional panels or making other adjustments or additions to the solar system to make up the shortfall to the True Up Year.

(a) Calculation of Annual Difference. Subject to the provisions of this Section, the Annual Difference for a Guarantee Year shall be calculated by SIEMENS within sixty (60) days after the end of such Guarantee Year as follows:

1. Calculation of Interval Power Output. The power generated by the modules is directly proportional to the irradiance, linearly. The formula is as follows:

$$P_{REAL}{}^{i} = \frac{I_{POA}{}^{i}}{I^{*}} \times P_{FINAL}$$

Where:

$P_{REAL}{}^{i}$: The power of the generator corrected with real level of irradiance at interval *i* (15 minutes).

$I_{POA}{}^{i}$: The irradiance measured in the Plane of the Array using the onsite monitoring system at interval *i* (15 minutes).

I^{*}: The STC (Standard Test Conditions) irradiance level (1000 W/m^2).

P_{FINAL}: The System Final Power Capacity as defined in Section 1, Definitions.

2. Calculation of Interval Expected Energy Production. The expected energy production at each measured interval is calculated each 15 minutes according to the following equation:

$$E_{GL}{}^{i} = PR_{GL} \times P_{REAL}{}^{i} \times t = PR_{GL} \times P_{REAL}{}^{i} \times \frac{1}{4}$$

Where:

i: The elapsed time between radiation average values, in hours. In this case 15 minutes = ¼ hour.

$E_{GL}{}^{i}$: The estimated energy for interval *i*.

The total estimated energy during any applicable time period in hours (n) is the sum of all time interval (i) estimated energy values ($E_{ACT}{}^{i}$) for the time period. The equation is as follows:

$$E_{GL} = \sum_{i}^{n} E_{GL}{}^{i}$$

If the System is not fully operational during the Performance Guarantee Term due to Force Majeure or at the request of the City, the corresponding 15 minute periods will be excluded and/or the System Final Power Capacity will be adjusted for the Annual Difference calculation.

3. Annual Difference:

Annual Difference = $(E_{ACT} - E_{GL})$

Where:

E_{GL} : The estimated energy for the annual period.

E_{ACT} : The actual measured energy for the annual period.

(b) True Up: A True Up will occur every year. If, as of the end of each M&V year, the Cumulative Difference during such True Up period is a negative number, the amount in dollars equal to the product of the Cumulative Difference and the Guaranteed Combined Price per kWh price indicated in Tables N.7 and N.8 below. If, as of the end of each year, the Cumulative Difference during such True Up period is zero or a positive, the same process list above will define the amount in dollars in excess savings was generated. This True Up value will be included with all FIM calculations in each Annual Performance Assurance reports. If any Annual Performance Assurance Report has a total savings shortfall, the SIEMENS shall pay the CITY as provide in the Agreement.

(c) Actual kWh: The process for calculating Actual kWh for each Guarantee Year of the Performance Guarantee Term shall be as follows:

1. Initial kWh Data Collection. During each Guarantee Year, SIEMENS will collect kWh output data using its monitoring system. For each Guarantee Year, SIEMENS will sum the daily kWh output recorded by the monitoring system to calculate the Actual kWh for such Guarantee Year. SIEMENS shall grant access to kWh output and irradiance data to CITY at any time.

2. Calibration and Replacement. The measurement equipment shall be calibrated twice per year by SIEMENS under the Operations and Maintenance Agreement. The SIEMENS shall notify CITY of the scheduled recalibration or replacement date and time, and shall provide CITY written proof of calibration or replacement upon CITY written request.

3. Contingency for Equipment Failure. In the event of hardware, communication, or other failure with the monitoring system, SIEMENS will make commercially reasonable

efforts to resolve the issue in a timely manner. In the event that data is lost, the following procedure will be used to account for such data when determining the Actual kWh:

(1) With respect to lost meteorological data, SIEMENS will substitute meteorological data from a nearby meteorological station that CITY selects for such purpose.

(2) With respect to lost electrical data, SIEMENS will read the cumulative electrical data directly from any electrical meter that is dedicated to the solar array and calculate the electricity generated during any missing interval. In the event that it is not possible to read the electrical meter due to a meter failure or other issue, SIEMENS, in consultation with CITY, will reasonably estimate the electrical production during the missing interval by using the actual meteorological data provided by the monitoring system.

(d) Third Party Verification. At any time during the Performance Guarantee Term, CITY may retain an independent, qualified third party, at its own cost, to verify data collection, calibration, metering, and energy calculation and SIEMENS will share all data with such third party.

(e) Calculation of System Performance Ratio. For the purposes of meeting Guaranteed Performance Ratio, the System Performance Ratio shall be calculated as follows to then be compared to Annual PR_{GL} in Table N.7 and Table N.8 below. Monthly values of PR_{GL} are included in Table N.8 for reference only.

$$PR_{ACT} = \frac{E_{ACT}}{G_{POA} * P_{FINAL}}$$

The expected energy is as follows:

TABLE N.7 – PR_{GL} VALUES, PRORATED ANNUALLY TO ACCOUNT FOR PANEL DEGRADATION

Year	PR_{GL} [Year n+1 value = .993* $PR_{GL\text{-}YR\ n}$]	Guaranteed Expected Energy (kWh)	Guaranteed kWh Price		
			Energy ($/kWh)	[1] SREC ($/kWh)	Total ($/kWh)
1	74.06%	2,862,297	0.075	$0.02	$0.10
2	73.69%	2,847,985	0.077	$0.02	$0.10
3	73.32%	2,833,745	0.08	$0.02	$0.10
4	72.95%	2,819,577	0.082	$0.02	$0.10
5	72.59%	2,805,479	0.084	$0.02	$0.10
6	72.23%	2,791,451	0.087	$0.02	$0.11
7	71.87%	2,777,494	0.09	$0.02	$0.11
8	71.51%	2,763,607	0.092	$0.02	$0.11
9	71.15%	2,749,789	0.095	$0.02	$0.12
10	70.79%	2,736,040	0.098	$0.02	$0.12
11	70.44%	2,722,359	0.101	$0.02	$0.12
12	70.09%	2,708,748	0.104	$0.02	$0.12
13	69.74%	2,695,204	0.107	$0.02	$0.13
14	69.39%	2,681,728	0.11	$0.02	$0.13
15	69.04%	2,668,319	0.113	$0.02	$0.13

TABLE N.8 – MONTHLY PR_{GL} VALUES FOR YEAR 1, PRESENTED FOR REFERENCE PURPOSES ONLY

Month	Expected G_{POA} Irradiance, kWh/m^2	PR_{GL}	Energy Expected, kWh
January	143.9	73.7%	213,482
February	139.5	75.5%	212,247
March	176.9	75.4%	268,682
April	181.2	74.6%	272,292
May	184.7	74.1%	275,712
June	164	73.3%	242,270
July	179.5	73.4%	265,356
August	171.3	73.3%	252,720
September	159.8	73.4%	236,379
October	159.2	74.6%	239,134
November	132.3	74.1%	197,521
December	126.4	73.3%	186,500
Year	1,918.70	74.1%	2,862,297

Siemens will also provide maintenance of the panels and inverters, including inspections, panel washing (if necessary) and meter calibration.

CALCULATIONS VARIABLES INDEX

Embedded within the PVSyst modeling tool are numerous variables. The most important inputs and variables are detailed below.

- Array Size: 2018 kW-dc
- Array Tilt: 20 degrees
- Array Orientation: Due South
- Weather Data: West Palm Beach Intl Airport TMY - NREL: TMY3 hourly DB (1991-2005)
- Solar Panel Model Number: CS6X - 300P
- Inverter Model Number: TRIO-27_6-TL-OUTD-S1-US
- Soiling losses: 3%
- Light-Induced Degradation: 3%

SPECIFICATIONS ON MEASUREMENT TOOLS

A Utility Grade Electricity Meter will be used to measure the net kWh produced by the array.

A pyrometer, mounted within the plane of the solar array, will record the solar irradiation that is incident on the panels.

GUARANTEE PERIOD ACTIVITIES

The Measurement and Verification (M&V) of the solar array will be performed using B: Retrofit Isolation: All Parameter Measurement.

Savings calculations will be based on actual output from Solar PV system. During each annual period, Siemens will collect kWh output data using the monitoring system provided with the solar array. For each annual period, Siemens will sum the daily kWh output recorded by the monitoring system to calculate the actual kWh for the annual period.

The expected energy production will then be calculated using the methodology described above in Section II (a) 2 and the annual difference will be determined by subtracting the two numbers as described in Section 22 (a) 3. In the event of a short fall, the short fall calculations will be based on the methodology provided in Section R-5 of this Exhibit N. The rates to be used to calculate a baseline adjustment are provided in Table N.7 above.

DIVISION 3 – Advanced Meter Infrastructure:

ARTICLE 1: SUMMARY OF ARTICLES AND TOTAL GUARANTEED SAVINGS

TABLE N.9 – TOTAL GUARANTEED SAVINGS (UNITS)

Performance Period	Increased Billable Water and Sewer (Hgal)
Construction	64,169
Annual Period 1	256,676
Annual Period 2	297,167
Annual Period 3	337,659
Annual Period 4	378,151
Annual Period 5	418,642
Annual Period 6	453,612
Annual Period 7	488,582
Annual Period 8	523,315
Annual Period 9	558,049
Annual Period 10	592,783
Annual Period 11	627,516
Annual Period 12	662,250
Annual Period 13	696,983
Annual Period 14	731,717
Annual Period 15	766,450
Total	**7,853,721**

1.1 Table N.9 above shows the Annual Total Guaranteed Savings in units for each year of the Performance Guarantee Period. In order to achieve these unit savings, the CITY must operate the Facility in accordance with the Contracted Baselines in Article 4 of the Contract.

TABLE N.10 – TOTAL GUARANTEED SAVINGS (COST)

Performance Period	Billable Water/Sewer Increase	AMI Operational Savings	Billable Electric Meter Increase	Total Program Benefits
Annual Period 1	$121,213	$481,861	$454,810	$1,057,884
Annual Period 2	$134,575	$496,317	$468,454	$1,099,346
Annual Period 3	$145,676	$511,206	$482,508	$1,139,390
Annual Period 4	$154,278	$526,543	$496,983	$1,177,804
Annual Period 5	$160,131	$542,339	$511,893	$1,214,362
Annual Period 6	$159,680	$558,609	$527,249	$1,245,539
Annual Period 7	$156,486	$575,367	$543,067	$1,274,920
Annual Period 8	$150,261	$592,628	$559,359	$1,302,249
Annual Period 9	$140,807	$610,407	$576,140	$1,327,354
Annual Period 10	$127,853	$628,719	$593,424	$1,349,996
Annual Period 11	$111,113	$647,581	$611,227	$1,369,921
Annual Period 12	$90,286	$667,008	$629,563	$1,386,858
Annual Period 13	$65,053	$687,019	$648,450	$1,400,522
Annual Period 14	$35,077	$707,629	$667,904	$1,410,610
Annual Period 15	$0	$728,858	$687,941	$1,416,799
Total	**$1,752,490**	**$8,962,091**	**$8,458,972**	**$19,173,553**

1.2 Table N.10 shows the CITY'S guaranteed cost Savings for each Annual Period that are extrapolated from the guaranteed energy/utility unit Savings shown in Table N.9 by multiplying the energy/utility Savings by the Baseline energy/utility rates including the stipulated Escalation Rates found in Article 6 of Exhibit N.

1.3 SIEMENS cannot and does not predict fluctuations in utility rates or the cost of energy. Therefore, the CITY and SIEMENS agree that the energy/utility cost Savings for each Annual Period will be calculated by multiplying the verified units of energy/utility Savings by the Annual Period's stipulated energy/utility rate and Escalation Rates and not the Annual Period's actual utility rate. The Escalation Rate is 3.0% for both water and electric utility rates.

1.4 It is the CITY's responsibility to bill and collect for all increased meter accuracies. Should the CITY decide to forgive any increased accuracy impact outlined in this contract, it is at their sole discretion and shall not impact the benefit described herein.

1.5 The determination of energy/utility Savings will follow current best practice, as defined in the IPMVP, or the FEMP Guidelines where required, unless otherwise agreed to by the Parties.

1.6 The Performance Guarantee does not operate to guarantee the Savings per-FIM. Rather, the calculation of Savings is based on aggregate performance of all of the FIMs contained in the Project for each Annual Period. The projected value of such aggregate performance is contained in Table N.10 above representing the Total Guaranteed Savings as monetized.

ARTICLE 2: MEASUREMENT AND VERIFICATION ("M&V") OPTIONS

2.1 Table N.11 below summarizes the first Annual Period's Guaranteed Savings (See Article 1 above, Tables N.9 and N.10) utilizing the applicable Measurement and Verification Options as applied to the referenced FIMs valued pursuant to the agreed upon amounts identified in Article 6 hereof.

TABLE N.11 – SAVINGS FOR FIRST ANNUAL PERIOD BY M&V OPTION

FIM Name or Type	Energy/Utility Savings $ M&V Options						Operational Savings $	Total Savings $
	A	B	C	D	E		E	
	Retrofit Isolation: Key Parameter Measurement	Retrofit Isolation: All Parameter Measurement	Whole Facility	Calibrated Simulation	Stipulated	Total Energy/Utility Savings	Stipulated	
AMI Meters	$121,213				$454,810	$576,023	$481,861	$1,057,884
Totals	**$121,213**	**$0**	**$0**	**$0**	**$454,810**	**$576,023**	**$481,861**	**$1,057,884**

NOTE: The AMI electric savings value of $454,810 represents the Year 1 revenue increase

2.2 Table N.12 identifies the source of Operational Savings and Electric Revenue Increase defined and quantified by the Parties. The Parties affirm that such amounts are Stipulated Savings for purposes of calculating Annual Realized Savings and acknowledge that the Guaranteed Savings identified herein have been based on CITY'S affirmation. **OPERATIONAL SAVINGS SHALL NOT BE MEASURED OR MONITORED DURING THE PERFORMANCE GUARANTEE PERIOD.** The detail calculations for the savings presented in Table N.11 and N.12 are presented in Appendix B of the Technical Energy Audit – AMI Calculations, beginning on page 62, which is incorporated herein by reference.

TABLE N.12 – SOURCE OF OPERATIONAL AND MAINTENANCE SAVINGS

FIM	Description	Annual Cost $	# of Annual Periods Savings Are Applied	Annual Period Savings Begin
AMI Meters	Reduction in labor due to electric and water meters reading and billing support being reduced	$481,861	15	1
AMI Meters	Electric Meter Billable Increase	$454,810	15	1
Totals		**$936,671**		

2.3 SIEMENS has explained to the CITY and the CITY has satisfied itself as to how Operational Savings are incorporated into the Annual Realized Savings.

2.4 The Escalation Rate applicable to the Operational Savings is 3.0%

ARTICLE 3: PERFORMANCE GUARANTEE PERIOD RESPONSIBILITIES OF THE CITY AND SIEMENS

See Exhibit H and I.

ARTICLE 4: MEASUREMENT AND VERIFICATION ("M&V") PLAN

The following information is applicable to this FIM:

Article 4.1 General Overview
Article 4.2 Option A - Retrofit Isolation: Key Parameter Measurement
Article 4.3 Option B - Retrofit Isolation: All Parameter Measurement
Article 4.4 Option C - Whole Facility
Article 4.5 Option D - Calibrated Simulation
Article 4.6 Option E - Stipulated-Energy/Utility Savings

4.1 General Overview –
The purpose of the M&V Plan is to identify the methods, measurements, procedures and tools that will be used to verify the Savings for this FIM which has energy/utility Savings. Savings are determined by comparing prior usage, consumption or efficiencies (defined as the "Baseline") against the post-FIM implementation usage, consumption or efficiencies. The Baseline usage, consumption or efficiencies are described in this section's, Article 5. The post-FIM implementation usage, consumption or efficiencies is defined as the Contracted Baseline and are described in Article 7 of this section.

4.2 Option A - Retrofit Isolation: Key Parameter Measurement

4.2.1 Water Meters

Description

The underlying premise of the Performance Guarantee and the M&V process for this FIM is that SIEMENS expects a new, positive displacement, residential or commercial type water meter to mechanically wear in response to two primary factors: the amount of cumulative water and age. The meters with greater amounts of cumulative water measured at any given time are likely to be less accurate than meters with lower accumulated reading meters due to increased wear accompanying the increased amount of measured water. The meters with greatest total water flow through the meter are likely to be less accurate than meters with lower total flow through the meter. Secondly, age can be a contributing factor in meter accuracy. In the M&V phase, the bulk of the meters will be the same age. Thus targeting high cumulative flow meters each year as the sampling approach for the total population of meters provides at least three levels of benefit: first, the meters with the highest cumulative flow are likely to be the meters closest to falling out of warranty so these are the best candidates for replacement; second, the meters with the highest cumulative flow are expected to be the lowest accuracy meters and if they pass the guarantee threshold, there is little doubt that the overall system meets the guarantee; and thirdly, replacement of the lowest accuracy meters with new calibrated meters provides an improvement to the overall system accuracy. This methodology is further discussed in the "Calculations" section below.

Apparent water losses are non-physical losses that occur in utility operations due to meter inaccuracies and systematic data handling errors in billing systems; thus minimizing this apparent water loss yields an increase in billable water. External influences may affect the predicted increase in billable water and the associated revenue. These influences may come from reductions in water and sewer rates or reductions in overall consumption relative to the Baseline Period. Mandatory water use restrictions, drought conditions, and change of customer or business type are other factors beyond SIEMENS control that may affect the realized increase in billable water.

Variables such as decreases in water rates, reduction in overall customer consumption, or weather conditions may affect the amount of increased billable water and associated revenue through no fault of SIEMENS or the Project, thus SIEMENS GUARANTEES THE PERFORMANCE OF SIEMENS-INSTALLED WATER METER ACCURACIES PRESENTED IN ARTICLES 5 AND 7 of this Division.

Calculations

Accuracy testing will be performed annually for the length of the PASP term on a target sampling of meters to provide assurance that the overall meter system is maintaining the desired level of accuracy. The meter information will be tested to American Water Works Association (AWWA) standards and the sampling approach provides a high confidence level that the system is maintaining the desired accuracies.

During the construction period, the manufacturer's bench test reports that are attached to each meter will be used to confirm the accuracy of the new meters. Meters will not be third party tested during the construction period.

SIEMENS will remove and replace a sample of meters from each of the following groups for accuracy testing. This sample of meters is selected based upon the group of meter sizes and types listed below:

3/4" meters;
1.5" meters;

2” meters;

The meters to be tested will be those closest to warranty expiration which is calculated as the dividend of the cumulative flow through the meter and the manufacturer’s warranted flow limit. Given this selection process, the resultant accuracies are theoretically the worst amongst the population of meters. Therefore, a regression will be created to extrapolate the meter accuracy for each individual meter in the associated usage group population.

For each group of meters tested, a weighted average accuracy will be calculated based upon the cumulative flow through the meter; this value will be the low point in formulating the regression. The y-intercept point of the regression line will be defined as a new meter with an accuracy of 100% and a flow of 0 gallons. That is to say, a water meter is 100% accurate until the commencement of flow. Using these two points, a straight-line regression is formulated and is used to interpolate the accuracy of each individual meter within the usage group based upon the cumulative flow through the meter.

The accuracy tests are to be based on AWWA standards for testing residential water meters per AWWA Manual M6 fifth edition. The formulation for that testing is as follows:

For a true test of a water meter at all flow rates, AWWA standards specify first testing low, medium, and high flow rates and then calculating the aggregate meter efficiency by weighted formula. For PD meters, the three test points (High, Med, and Low flow) are weighted 15%, 70%, and 15%. The formula for meter accuracy is as follows:

(15% x Measured Efficiency @ High flow)
+ (70% x Measured Efficiency @ Medium flow)
+ (15% x Measured Efficiency @ Low flow)
Average Weighted Efficiency of the Meter*

(*reference: AWWA Meter Manual M6, Fifth Edition; pg 54, “Meter Testing“)

The positive displacement (PD) meters will be bench tested in a laboratory which requires they be pulled and replaced with new meters each time tested. All tested meters that pass the accuracy limits for warranty purposes will be returned to the CITY for reuse. For meters that are outside the acceptable meter performance parameters as determined by the meter manufacturer warranty, SIEMENS will return the meters for repair or replacement under warranty and ultimately return to the CITY’s inventory.

The quantity of meters to be tested will be selected based upon a confidence and precision level of 80% and 20% respectively. The sampling guidelines of Table N.13 will be used to select the appropriate number of meters to be tested.

TABLE N.13 – SAMPLING GUIDELINES	
Confidence	80%

Precision	20%
Population	**Number of Samples**
1	1
2	2
3	3
4	3
5-6	4
7-9	5
10-13	6
14-19	7
20-29	8
30-49	9
50-110	10
>110	11

The total count of meters to be tested is the sum of the targeted sample for each group of meters.

The calculation of total additional water billed resulting from the meter retrofit project will be based on the ratio of the tested accuracy of the new meters and the average accuracy of the old meter population less 1. The accuracy ratio less 100% is multiplied by the Baseline annual cumulative water registered for the system or meter size grouping (Table N.16), as applicable. The result is the amount of increased billable water for the system or that meter group. This process is repeated for each meter group in the baseline listing, if applicable. The sum of these amounts of increased billable water is the total amount of increased billable water for guarantee. This calculated amount of increased billable water is compared to the amount of increased billable water guaranteed. If the calculated amount is higher than the guaranteed accuracy, then the Performance Guarantee is deemed achieved for that Annual Period.

Both water and sewage revenue associated with the increased billed water calculated will be included in the revenue reconciliation and are considered part of the Performance Guarantee. This approach ensures the CITY that the projected performance will be maintained throughout the Performance Guarantee Period. From a calculation perspective, the estimated billable water increase and associated value is found from:

$$MeteredWaterIncrease = \sum_{i=1}^{n} \left(\frac{\eta_{post,i}}{\eta_{base,i}} - 100\% \right) \times Water_{base-billed,i}$$

$$MeteredWaterIncrease\$ = \sum_{i=1}^{n} \left[MeteredWaterIncrease_i \times \left(\$Water_i + \$Sewer_i \right) \right]$$

Where:

$\eta_{post,i}$ = average tested meter accuracy for group I

$\eta_{base,i}$ = average baseline meter accuracy for group I from Table N.16

$Water_{base\text{-}billed,I}$ = the baseline annual cumulative water registered for group I, kgal

MeteredWaterIncrease = total increased billable water, kgal

$\$Water_i$ = Cost per kGal of water sold to customers in group i from Article 6

$\$Sewer_i$ = Cost per kGal of sewerage sold to customers in group i from Article 6

MeteredWaterIncrease$ = estimated total increased billable water revenue

If the average of the meters tested within any Annual Period is above the guaranteed accuracy listed in Table N.16 – Water Meter Accuracy, the meter accuracy will be deemed acceptable. In the event that the average tested meter accuracy is below the guaranteed accuracy, SIEMENS will perform the calculation procedure identified in 4.2 to identify the average system or subsystem accuracy. If the weighted average accuracy within any Annual Period is above the guaranteed accuracy listed in Table N.16 – Water Meter Accuracy, the meter accuracy will be deemed acceptable. In the event that the average system accuracy is below the guaranteed accuracy, SIEMENS will conduct a review of the test data. Any test meter that tests below the manufacturer's accuracy guarantee will be repaired or replaced through the manufacturer's warranty process. An additional round of testing at SIEMENS' expense may be conducted to determine if the increased precision and accuracy of the sample affects the resultant system accuracy.

If the additional testing is performed and SIEMENS determines that the results do not prove to be equal or greater than the guaranteed accuracy, SIEMENS may discontinue the testing. If the meters are performing below the guaranteed accuracy range as defined in Table N.16 – Water Meter Accuracy, SIEMENS will accept the financial responsibility as calculated in the Annual Performance Assurance Report. The revenue calculation will be based on the difference between the guaranteed accuracy as defined in Table N.16 – Water Meter Accuracy and the weighted average accuracy for that Annual Period as further defined in Section 4.2.1 of Exhibit N. The revenue calculation will be based on the dollar rate schedule contained in the Baseline data listed below in Table N.17 – Water/Sewer rate structures.

Population, installed meters and the interaction of the two are the key indicators that the capability of the water system to sell water is maintained.

Population = 35,786 as of 2012

*Data provided by United States Census Bureau

If the population increases, it is reasonable to assume that the water consumption may increase. Alternately, if the population decreases, it is reasonable to assume the district water consumption may decrease through no fault of SIEMENS.

Installed meters = 13,610

*Refer to Exhibit A for Quantities by Size

If the number of installed meters increases, it is reasonable to assume that the water consumption may increase. Alternately, if the meter population decreases, it is reasonable to assume the district water consumption may decrease at no fault of SIEMENS.

The amount of annual rainfall can affect the overall consumption by the residents, by changing the amount of irrigation required to keep their lawns healthy. For the Baseline Period the amount of precipitation was:

> Baseline (July 2013 to June 2014) Actual Precipitation = 53 inches from closest weather station West Palm Beach, FL.
>
> *Source: NOAA.gov, Ft. Lauderdale, FL, Extreme, Normals, and Annual Summary

The 30 year average annual rainfall for CITY'S location is approximately 61.58 inches, based on data provided by the National Oceanic and Atmospheric Administration (NOAA). If the rainfall increases, there may be less water use for irrigation; conversely if it is a particularly dry year, there may be an increase in irrigation. As a result of any water restrictions imposed by the CITY or its water authority, there may be less water use for irrigation, even though the lack of rain and higher temperatures may trend otherwise.

The population and the number of installed meters are key indicators of the capability of the system to provide water. However, if one is reduced and the other increases, a method to evaluate whether the system's capability has increased or decreased may be required. SIEMENS will use Table N.14 to evaluate whether the system capacity has effectively increased or decreased.

The basis of the calculation is that meter size is an indication of cross sectional flow area. If the flow area is greater, then it is reasonable to assume that more flow can be provided than through smaller meters.

The potential for sufficient increased revenues for the CITY from water and sewer charges will be confirmed to meet or exceed the Baseline revenues by verifying that the meter size calculation as presented in Table N.14 for any Annual Period is greater than or equal to the Baseline Period. If any of these factors are not maintained, the actual volume of the water sold cannot be tied to accuracy improvements and any comparison to actual sold water is not valid.

TABLE N.14 – BASELINE ADJUSTMENT CALCULATIONS

Size	Base Year Number of Meters	Base Year Calculation	Completed Calculation	Post Installation Year Number of Meters	Post Year Calculation	Post Calculation
0.75	8,030	0.75 x 0.75 x 8030 =	4,517	AAA	4516.875 x 4516.875 x AAA	0.5625 x AAA

					=	
1.5	245	1.5 x 1.5 x 245 =	551	CCC	551.25 x 551.25 x CCC =	2.25 x CCC
2	213	2 x 2 x 213 =	852	DDD	852 x 852 x DDD =	4 x DDD
TOTALS	**8,488**		**5,920**	**SUM(AAA:JJJ)**		**SUM**
IF SUM > 5920.13 then the system capacity is assumed greater or equal to the base year.						

4.2.1.1 Parameters to be maintained by City during the Performance Guarantee Period are:

(f) Water quality at or above average quality over the most recent 12 month period;

(g) Source of water supply at or above average quality water over the most recent 12 month period from previous source of water supply used;

(h) Water distribution integrity at or above Baseline maintenance levels; and,

(i) Meter/AMI system compatibility with any new system and/or software purchased and installed by CITY.

(j) Water distribution system, pipes, and infrastructure

4.2.1.2 The meter performance Baseline used for ongoing comparison of future meter test results is as follows:

(g) Baseline Period (full 12 months) = July 2013 through June 2014

(h) Specific meter accounts included in the baseline are attached in Meter Account List and Baseline Data.

(i) The baseline meter testing data are included as Baseline Meter Test Data.

(j) Details of annual water consumed for a consecutive 12 month period of each tested meter account, and a grand total of water consumed by these accounts is included in Baseline Meter Test Data. Additionally included is a tally of the total number of meter accounts by meter size in the baseline survey list. These Baseline accounts remain fixed and are the basis for comparison throughout the Performance Guarantee Period.

(k) The City's water and sewer billing rate schedules in force at the beginning of installation are used for revenue calculations and are documented in Article 6 of this Division. This will be the basis used for any financial calculations henceforth, not a water billing rate schedule from any other year.

(l) Total population (people) in the water service area at the beginning of this guarantee period was 35,786 based on estimates for 2012 based on the United States Census Bureau.

4.2.1.3 The Baseline Period is chosen using the most recent 12 months of continuous data available for each account through the existing utility billing system.

4.2.1.4 Baseline number of meters and sizes is documented as part of the Baseline. This is to assure that variances in installed meter counts and associated meter sizes are not inconsistent with the Baseline. SIEMENS does not assume responsibility for loss of water consumption within the water service area due to declines in installed capability to supply water.

4.2.1.5 Baseline period population (people) is documented as part of the Baseline. This is to assure that variances in population increases or declines are not considered in the Baseline. SIEMENS does not assume responsibility for loss of water consumption within the water service area due to population declines.

4.2.1.6 Meter testing was performed on a representative sampling of meters to provide the pre-measurement system average level of accuracy for all meters. The meters were tested to AWWA standards and the sampling approach provides a high confidence level that the meters are indeed inefficient with comparison to new meter accuracies.

The CITY provided a complete account download of historical data for each metered account including monthly consumption, meter size, meter installation data, meter serial number, billed charges, account number, account ID, etc.

Based on AWWA guidelines for meter sampling and testing, a random sample of the meters were selected, removed from service, delivered to a third-party testing facility with the results presented in Attachment 3- Baseline Meter Test Data. The accuracy tests are to be based on AWWA standards for testing residential water meters per AWWA Manual M6. For a true test of a water meter at all flow rates, AWWA standards recommend first testing low, medium, and high flow rates and then calculating the aggregate meter efficiency by weighted formula. The three test points (High, Med, and Low flow) are weighted 15%, 70%, and 15% for PD meters. The formula for PD meter accuracy is as follow:

(15% x Measured Efficiency @ High flow)
+ (70% x Measured Efficiency @ Medium flow)
+ (15% x Measured Efficiency @ Low flow)

Average Weighted Efficiency of the Meter*

(*reference: AWWA Meter Manual M6, Fifth Edition; pg 54, "Meter Testing")

4.2.1.7 New meter accuracy is based upon the manufacturer warranty. Articles 5 and 7 show the estimated efficiencies of the meters throughout Performance Guarantee Period.

ARTICLE 5: BASELINE DATA

5.1 The year selected as the Baseline Period starts July 2013 and ends June 2014. Table N.15 outlines the water volumes metered during this Baseline Period for each billing tier. This Baseline

Period's water consumption will be used as the reference for comparing the calculated metered water volumes during the Performance Guarantee Period in order to determine the Annual Realized Savings.

TABLE N.15 – BASELINE METERED WATER VOLUME FOR EACH BILLING TIER

NUMBER	NAME	[Hgal] Metered Data @ current accuracy
1	Water - 3/4" Inside City - Block 1	2,904,048
2	Water - 3/4" Inside City - Block 2	1,411,506
3	Water - 3/4" Inside City - Block 3	622,349
4	Water - 3/4" Inside City - Block 4	475,871
5	Water - 3/4" Inside City - Block 5	471,263
6	Water - 3/4" Outside City - Block 1	363,071
7	Water - 3/4" Outside City - Block 2	155,147
8	Water - 3/4" Outside City - Block 3	53,708
9	Water - 3/4" Outside City - Block 4	32,879
10	Water - 3/4" Outside City - Block 5	29,131
11	Water - 1.5" Inside City - Block 1	68,919
12	Water - 1.5" Inside City - Block 2	48,470
13	Water - 1.5" Inside City - Block 3	38,014
14	Water - 1.5" Inside City - Block 4	60,019
15	Water - 1.5" Inside City - Block 5	222,386
16	Water - 1.5" Outside City - Block 1	10,603
17	Water - 1.5" Outside City - Block 2	6,370
18	Water - 1.5" Outside City - Block 3	4,809
19	Water - 1.5" Outside City - Block 4	6,357
20	Water - 1.5" Outside City - Block 5	3,674
21	Water - 2" Inside City - Block 1	91,549
22	Water - 2" Inside City - Block 2	44,908
23	Water - 2" Inside City - Block 3	31,364
24	Water - 2" Inside City - Block 4	45,146
25	Water - 2" Inside City - Block 5	92,771
26	Water - 2" Outside City - Block 1	68,838
27	Water - 2" Outside City - Block 2	44,685
28	Water - 2" Outside City - Block 3	34,054
29	Water - 2" Outside City - Block 4	50,478
30	Water - 2" Outside City - Block 5	331,368
31	Sewer - Residential - 3/4" Inside City	1,055,475
32	Sewer - Residential - 3/4" Outside City	23,932
33	Sewer - Residential - 1.5" Inside City	19,785
34	Sewer - Residential - 2" Inside City	3,404
35	Sewer - Residential - 2" Outside City	2,005
36	Sewer - Others - 3/4" Inside City	80,537

37	Sewer - Others - 3/4" Outside City	28,323
38	Sewer - Others - 1.5" Inside City	112,289
39	Sewer - Others - 1.5" Outside City	20,718
40	Sewer - Others - 2" Inside City	78,216
41	Sewer - Others - 2" Outside City	229,301

- Note: Column Vpre is baseline data for baseline time period at current accuracies of 95.7% (3/4" meters), 95.7% (1.5" meters) and 97.4% (2" meters).

As previously mentioned, the calculation of total additional water billed resulting from the meter retrofit FIM will be based on a comparison between the average efficiency of the old meter population (those meters in the Baseline) and the tested efficiency of the new meters. The increase in efficiency (differential meter efficiency) is multiplied by the Baseline annual cumulative water for the system or meter size grouping, as applicable. The result is the amount of recaptured water for the system or that meter group. Table N.15 above shows the results of the Baseline analysis and shows the amount of recaptured water for the system associated with the given meter sizes and classifications.

This process is repeated for each meter group in the Baseline listing, if applicable.

In order to calculate the revenue water increase due to improved meter accuracy, the baseline annual billed meter consumption of water for each water and sewer billing tier was calculated from the data provided by the City for the period of July 2013 through June 2014. For each billing tier, the estimated billed metered consumption with new meters is calculated to generate additional revenue of $129,872. This would be the revenue increase achieved if the City of Lake Worth did not have a replacement program in place. The City has a plan to replace their meters over a 15 year period. Therefore, the City would achieve 1/15th or 6.67% of the above Year 1 revenue increase calculation. The revenue increase obtained by accelerating the replacement program would be the difference between the above calculated revenue increase and the City's planned revenue increase. For Year 1, the accelerated plan revenue increase will be $129,872 - $8,658 = $121,213. The calculations for Years 2 through 15 are provided in the Appendix B of the Technical Energy Audit beginning on page 62.

The water meter Baseline accuracy for each year of the Performance Guarantee Period is defined in Table N.16.

TABLE N.16 – EXISTING METER ACCURACY

Existing Meter Accuracy - Test Data									
Item	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	Water - 3/4" Inside City - Block 1	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
2	Water - 3/4" Inside City - Block 2	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
3	Water - 3/4" Inside City - Block 3	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
4	Water - 3/4" Inside City - Block 4	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
5	Water - 3/4" Inside City - Block 5	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
6	Water - 3/4" Outside City - Block 1	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
7	Water - 3/4" Outside City - Block 2	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
8	Water - 3/4" Outside City - Block 3	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
9	Water - 3/4" Outside City - Block 4	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
10	Water - 3/4" Outside City - Block 5	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
11	Water - 1.5" Inside City - Block 1	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
12	Water - 1.5" Inside City - Block 2	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
13	Water - 1.5" Inside City - Block 3	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
14	Water - 1.5" Inside City - Block 4	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
15	Water - 1.5" Inside City - Block 5	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
16	Water - 1.5" Outside City - Block 1	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
17	Water - 1.5" Outside City - Block 2	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
18	Water - 1.5" Outside City - Block 3	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
19	Water - 1.5" Outside City - Block 4	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
20	Water - 1.5" Outside City - Block 5	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
21	Water - 2" Inside City - Block 1	97.40%	97.40%	97.14%	96.88%	96.62%	96.36%	96.10%	95.84%
22	Water - 2" Inside City - Block 2	97.40%	97.40%	97.14%	96.88%	96.62%	96.36%	96.10%	95.84%
23	Water - 2" Inside City - Block 3	97.40%	97.40%	97.14%	96.88%	96.62%	96.36%	96.10%	95.84%
24	Water - 2" Inside City - Block 4	97.40%	97.40%	97.14%	96.88%	96.62%	96.36%	96.10%	95.84%
25	Water - 2" Inside City - Block 5	97.40%	97.40%	97.14%	96.88%	96.62%	96.36%	96.10%	95.84%
26	Water - 2" Outside City - Block 1	97.40%	97.40%	97.14%	96.88%	96.62%	96.36%	96.10%	95.84%
27	Water - 2" Outside City - Block 2	97.40%	97.40%	97.14%	96.88%	96.62%	96.36%	96.10%	95.84%
28	Water - 2" Outside City - Block 3	97.40%	97.40%	97.14%	96.88%	96.62%	96.36%	96.10%	95.84%
29	Water - 2" Outside City - Block 4	97.40%	97.40%	97.14%	96.88%	96.62%	96.36%	96.10%	95.84%
30	Water - 2" Outside City - Block 5	97.40%	97.40%	97.14%	96.88%	96.62%	96.36%	96.10%	95.84%

31	Sewer - Residential - 3/4" Inside City	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
32	Sewer - Residential - 3/4" Outside City	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
33	Sewer - Residential - 1.5" Inside City	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
34	Sewer - Residential - 2" Inside City	97.40%	97.40%	97.14%	96.88%	96.62%	96.36%	96.10%	95.84%
35	Sewer - Residential - 2" Outside City	97.40%	97.40%	97.14%	96.88%	96.62%	96.36%	96.10%	95.84%
36	Sewer - Others - 3/4" Inside City	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
37	Sewer - Others - 3/4" Outside City	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
38	Sewer - Others - 1.5" Inside City	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
39	Sewer - Others - 1.5" Outside City	95.70%	95.70%	95.27%	94.84%	94.41%	93.98%	93.55%	93.12%
40	Sewer - Others - 2" Inside City	97.40%	97.40%	97.14%	96.88%	96.62%	96.36%	96.10%	95.84%
41	Sewer - Others - 2" Outside City	97.40%	97.40%	97.14%	96.88%	96.62%	96.36%	96.10%	95.84%

Existing Meter Accuracy - Test Data									
Item	**Description**	**Year 8**	**Year 9**	**Year 10**	**Year 11**	**Year 12**	**Year 13**	**Year 14**	**Year 15**
1	Water - 3/4" Inside City - Block 1	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
2	Water - 3/4" Inside City - Block 2	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
3	Water - 3/4" Inside City - Block 3	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
4	Water - 3/4" Inside City - Block 4	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
5	Water - 3/4" Inside City - Block 5	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
6	Water - 3/4" Outside City - Block 1	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
7	Water - 3/4" Outside City - Block 2	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
8	Water - 3/4" Outside City - Block 3	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
9	Water - 3/4" Outside City - Block 4	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
10	Water - 3/4" Outside City - Block 5	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
11	Water - 1.5" Inside City - Block 1	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
12	Water - 1.5" Inside City - Block 2	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
13	Water - 1.5" Inside City - Block 3	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
14	Water - 1.5" Inside City - Block 4	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
15	Water - 1.5" Inside City - Block 5	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%

16	Water - 1.5" Outside City - Block 1	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
17	Water - 1.5" Outside City - Block 2	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
18	Water - 1.5" Outside City - Block 3	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
19	Water - 1.5" Outside City - Block 4	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
20	Water - 1.5" Outside City - Block 5	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
21	Water - 2" Inside City - Block 1	95.58%	95.32%	95.06%	94.80%	94.54%	94.28%	94.02%	93.76%
22	Water - 2" Inside City - Block 2	95.58%	95.32%	95.06%	94.80%	94.54%	94.28%	94.02%	93.76%
23	Water - 2" Inside City - Block 3	95.58%	95.32%	95.06%	94.80%	94.54%	94.28%	94.02%	93.76%
24	Water - 2" Inside City - Block 4	95.58%	95.32%	95.06%	94.80%	94.54%	94.28%	94.02%	93.76%
25	Water - 2" Inside City - Block 5	95.58%	95.32%	95.06%	94.80%	94.54%	94.28%	94.02%	93.76%
26	Water - 2" Outside City - Block 1	95.58%	95.32%	95.06%	94.80%	94.54%	94.28%	94.02%	93.76%
27	Water - 2" Outside City - Block 2	95.58%	95.32%	95.06%	94.80%	94.54%	94.28%	94.02%	93.76%
28	Water - 2" Outside City - Block 3	95.58%	95.32%	95.06%	94.80%	94.54%	94.28%	94.02%	93.76%
29	Water - 2" Outside City - Block 4	95.58%	95.32%	95.06%	94.80%	94.54%	94.28%	94.02%	93.76%
30	Water - 2" Outside City - Block 5	95.58%	95.32%	95.06%	94.80%	94.54%	94.28%	94.02%	93.76%
31	Sewer - Residential - 3/4" Inside City	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
32	Sewer - Residential - 3/4" Outside City	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
33	Sewer - Residential - 1.5" Inside City	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
34	Sewer - Residential - 2" Inside City	95.58%	95.32%	95.06%	94.80%	94.54%	94.28%	94.02%	93.76%
35	Sewer - Residential - 2" Outside City	95.58%	95.32%	95.06%	94.80%	94.54%	94.28%	94.02%	93.76%
36	Sewer - Others - 3/4" Inside City	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
37	Sewer - Others - 3/4" Outside City	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
38	Sewer - Others - 1.5" Inside City	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
39	Sewer - Others - 1.5" Outside City	92.69%	92.26%	91.83%	91.40%	90.97%	90.54%	90.11%	89.68%
40	Sewer - Others - 2" Inside City	95.58%	95.32%	95.06%	94.80%	94.54%	94.28%	94.02%	93.76%
41	Sewer - Others - 2" Outside City	95.58%	95.32%	95.06%	94.80%	94.54%	94.28%	94.02%	93.76%

EQUATION 5.1 – BASELINE SYSTEM ACCURACY

SA_{pre} = 95.7% - 3/4" Meters
SApre = 95.7% - 1.5" Meters
SApre = 97.4% - 2" Meters

5.2 The operating practices during the Baseline Period determine the utility consumption shown in Table N.15. This data indicates the operating characteristics that were in effect during the Baseline Period. The Guaranteed Savings provided under this Agreement are based on the efficiencies gained by implementing the Work and implementing the Contracted Baseline in Article 7 of this section.

SIEMENS will maintain the current level of Facility compliance relative to all applicable codes. Unless specifically set forth in the Scope of Work and Services, Exhibit A, nothing herein should be construed as to require SIEMENS to provide additional work or services in the event that the current applicable code or regulation is modified.

5.3.1 Current code compliance (identify the applicable code citation): SIEMENS will comply with applicable electrical codes5.3.2 Code changes: In the event code changes are made after execution of the Agreement and prior to Final Acceptance, SIEMENS reserves the right to adjust its pricing to accommodate the new code requirements.

ARTICLE 6: UTILITY RATE STRUCTURES AND ESCALATION RATES

6.1 Utility costs used for Savings calculations will be based on the utility rates and rate escalation percentages, as provided in the table(s) below. Each escalation rate will be applied annually to the utility rate.

Water:

Table N.17 below shows the water and sewer rates that are applicable to this project. For cash flow calculations, the water and sewer rates will be assumed to escalate at a rate of 3% per year.

TABLE N.17 – WATER AND SEWER RATE STRUCTURE

	Rate Increase Percentage	0%	0%	3%	3%	3%	3%	3%	3%
Item	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	Water - 3/4" Inside City - Block 1	$0.278	$0.278	$0.286	$0.295	$0.304	$0.313	$0.322	$0.332
2	Water - 3/4" Inside City - Block 2	$0.428	$0.428	$0.441	$0.454	$0.468	$0.482	$0.496	$0.511
3	Water - 3/4" Inside City - Block 3	$0.580	$0.580	$0.597	$0.615	$0.634	$0.653	$0.672	$0.693
4	Water - 3/4" Inside City - Block 4	$1.014	$1.014	$1.044	$1.076	$1.108	$1.141	$1.176	$1.211
5	Water - 3/4" Inside City - Block 5	$1.267	$1.267	$1.305	$1.344	$1.384	$1.426	$1.469	$1.513
6	Water - 3/4" Outside City - Block 1	$0.348	$0.348	$0.358	$0.369	$0.380	$0.391	$0.403	$0.415
7	Water - 3/4" Outside City - Block 2	$0.535	$0.535	$0.551	$0.568	$0.585	$0.602	$0.620	$0.639
8	Water - 3/4" Outside City - Block 3	$0.725	$0.725	$0.747	$0.769	$0.792	$0.816	$0.840	$0.866
9	Water - 3/4" Outside City - Block 4	$1.268	$1.268	$1.306	$1.345	$1.385	$1.427	$1.469	$1.513
10	Water - 3/4" Outside City - Block 5	$1.584	$1.584	$1.631	$1.680	$1.731	$1.783	$1.836	$1.891

11	Water - 1.5" Inside City - Block 1	$0.278	$0.278	$0.286	$0.295	$0.304	$0.313	$0.322	$0.332
12	Water - 1.5" Inside City - Block 2	$0.428	$0.428	$0.441	$0.454	$0.468	$0.482	$0.496	$0.511
13	Water - 1.5" Inside City - Block 3	$0.580	$0.580	$0.597	$0.615	$0.634	$0.653	$0.672	$0.693
14	Water - 1.5" Inside City - Block 4	$1.014	$1.014	$1.044	$1.076	$1.108	$1.141	$1.176	$1.211
15	Water - 1.5" Inside City - Block 5	$1.267	$1.267	$1.305	$1.344	$1.384	$1.426	$1.469	$1.513
16	Water - 1.5" Outside City - Block 1	$0.348	$0.348	$0.358	$0.369	$0.380	$0.391	$0.403	$0.415
17	Water - 1.5" Outside City - Block 2	$0.535	$0.535	$0.551	$0.568	$0.585	$0.602	$0.620	$0.639
18	Water - 1.5" Outside City - Block 3	$0.725	$0.725	$0.747	$0.769	$0.792	$0.816	$0.840	$0.866
19	Water - 1.5" Outside City - Block 4	$1.268	$1.268	$1.306	$1.345	$1.385	$1.427	$1.469	$1.513
20	Water - 1.5" Outside City - Block 5	$1.584	$1.584	$1.631	$1.680	$1.731	$1.783	$1.836	$1.891
21	Water - 2" Inside City - Block 1	$0.278	$0.278	$0.286	$0.295	$0.304	$0.313	$0.322	$0.332
22	Water - 2" Inside City - Block 2	$0.428	$0.428	$0.441	$0.454	$0.468	$0.482	$0.496	$0.511
23	Water - 2" Inside City - Block 3	$0.580	$0.580	$0.597	$0.615	$0.634	$0.653	$0.672	$0.693
24	Water - 2" Inside City - Block 4	$1.014	$1.014	$1.044	$1.076	$1.108	$1.141	$1.176	$1.211
25	Water - 2" Inside City - Block 5	$1.267	$1.267	$1.305	$1.344	$1.384	$1.426	$1.469	$1.513
26	Water - 2" Outside City - Block 1	$0.348	$0.348	$0.358	$0.369	$0.380	$0.391	$0.403	$0.415
27	Water - 2" Outside City - Block 2	$0.535	$0.535	$0.551	$0.568	$0.585	$0.602	$0.620	$0.639
28	Water - 2" Outside City - Block 3	$0.725	$0.725	$0.747	$0.769	$0.792	$0.816	$0.840	$0.866
29	Water - 2" Outside City - Block 4	$1.268	$1.268	$1.306	$1.345	$1.385	$1.427	$1.469	$1.513
30	Water - 2" Outside City - Block 5	$1.584	$1.584	$1.631	$1.680	$1.731	$1.783	$1.836	$1.891
31	Sewer - Residential - 3/4" Inside City	$0.319	$0.319	$0.329	$0.338	$0.349	$0.359	$0.370	$0.381
32	Sewer - Residential - 3/4" Outside City	$0.399	$0.399	$0.411	$0.423	$0.436	$0.449	$0.462	$0.476
33	Sewer - Residential - 1.5" Inside City	$0.319	$0.319	$0.329	$0.338	$0.349	$0.359	$0.370	$0.381
34	Sewer - Residential - 2" Inside City	$0.319	$0.319	$0.329	$0.338	$0.349	$0.359	$0.370	$0.381
35	Sewer - Residential - 2" Outside City	$0.399	$0.399	$0.411	$0.423	$0.436	$0.449	$0.462	$0.476
36	Sewer - Others - 3/4" Inside City	$0.319	$0.319	$0.329	$0.338	$0.349	$0.359	$0.370	$0.381
37	Sewer - Others - 3/4" Outside City	$0.399	$0.399	$0.411	$0.423	$0.436	$0.449	$0.462	$0.476
38	Sewer - Others - 1.5" Inside City	$0.319	$0.319	$0.329	$0.338	$0.349	$0.359	$0.370	$0.381
39	Sewer - Others - 1.5" Outside City	$0.399	$0.399	$0.411	$0.423	$0.436	$0.449	$0.462	$0.476
40	Sewer - Others - 2" Inside City	$0.319	$0.319	$0.329	$0.338	$0.349	$0.359	$0.370	$0.381
41	Sewer - Others - 2" Outside City	$0.399	$0.399	$0.411	$0.423	$0.436	$0.449	$0.462	$0.476

	Rate Increase Percentage	3%	3%	3%	3%	3%	3%	3%	3%
Item	Description	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1	Water - 3/4" Inside City - Block 1	$0.342	$0.352	$0.363	$0.374	$0.385	$0.396	$0.408	$0.420
2	Water - 3/4" Inside City - Block 2	$0.526	$0.542	$0.558	$0.575	$0.592	$0.610	$0.629	$0.647
3	Water - 3/4" Inside City - Block 3	$0.713	$0.735	$0.757	$0.779	$0.803	$0.827	$0.852	$0.877
4	Water - 3/4" Inside City - Block 4	$1.247	$1.285	$1.323	$1.363	$1.404	$1.446	$1.489	$1.534
5	Water - 3/4" Inside City - Block 5	$1.558	$1.605	$1.653	$1.703	$1.754	$1.806	$1.861	$1.916
6	Water - 3/4" Outside City - Block 1	$0.427	$0.440	$0.453	$0.467	$0.481	$0.495	$0.510	$0.526
7	Water - 3/4" Outside City - Block 2	$0.658	$0.678	$0.698	$0.719	$0.741	$0.763	$0.786	$0.809
8	Water - 3/4" Outside City - Block 3	$0.892	$0.918	$0.946	$0.974	$1.004	$1.034	$1.065	$1.097
9	Water - 3/4" Outside City - Block 4	$1.559	$1.606	$1.654	$1.703	$1.755	$1.807	$1.861	$1.917
10	Water - 3/4" Outside City - Block 5	$1.948	$2.006	$2.066	$2.128	$2.192	$2.258	$2.326	$2.396
11	Water - 1.5" Inside City - Block 1	$0.342	$0.352	$0.363	$0.374	$0.385	$0.396	$0.408	$0.420
12	Water - 1.5" Inside City - Block 2	$0.526	$0.542	$0.558	$0.575	$0.592	$0.610	$0.629	$0.647
13	Water - 1.5" Inside City - Block 3	$0.713	$0.735	$0.757	$0.779	$0.803	$0.827	$0.852	$0.877
14	Water - 1.5" Inside City - Block 4	$1.247	$1.285	$1.323	$1.363	$1.404	$1.446	$1.489	$1.534
15	Water - 1.5" Inside City - Block 5	$1.558	$1.605	$1.653	$1.703	$1.754	$1.806	$1.861	$1.916
16	Water - 1.5" Outside City - Block 1	$0.427	$0.440	$0.453	$0.467	$0.481	$0.495	$0.510	$0.526
17	Water - 1.5" Outside City - Block 2	$0.658	$0.678	$0.698	$0.719	$0.741	$0.763	$0.786	$0.809
18	Water - 1.5" Outside City - Block 3	$0.892	$0.918	$0.946	$0.974	$1.004	$1.034	$1.065	$1.097
19	Water - 1.5" Outside City - Block 4	$1.559	$1.606	$1.654	$1.703	$1.755	$1.807	$1.861	$1.917
20	Water - 1.5" Outside City - Block 5	$1.948	$2.006	$2.066	$2.128	$2.192	$2.258	$2.326	$2.396
21	Water - 2" Inside City - Block 1	$0.342	$0.352	$0.363	$0.374	$0.385	$0.396	$0.408	$0.420
22	Water - 2" Inside City - Block 2	$0.526	$0.542	$0.558	$0.575	$0.592	$0.610	$0.629	$0.647
23	Water - 2" Inside City - Block 3	$0.713	$0.735	$0.757	$0.779	$0.803	$0.827	$0.852	$0.877
24	Water - 2" Inside City - Block 4	$1.247	$1.285	$1.323	$1.363	$1.404	$1.446	$1.489	$1.534
25	Water - 2" Inside City - Block 5	$1.558	$1.605	$1.653	$1.703	$1.754	$1.806	$1.861	$1.916
26	Water - 2" Outside City - Block 1	$0.427	$0.440	$0.453	$0.467	$0.481	$0.495	$0.510	$0.526
27	Water - 2" Outside City - Block 2	$0.658	$0.678	$0.698	$0.719	$0.741	$0.763	$0.786	$0.809
28	Water - 2" Outside City - Block 3	$0.892	$0.918	$0.946	$0.974	$1.004	$1.034	$1.065	$1.097
29	Water - 2" Outside City - Block 4	$1.559	$1.606	$1.654	$1.703	$1.755	$1.807	$1.861	$1.917
30	Water - 2" Outside City - Block 5	$1.948	$2.006	$2.066	$2.128	$2.192	$2.258	$2.326	$2.396
31	Sewer - Residential - 3/4" Inside City	$0.392	$0.404	$0.416	$0.429	$0.442	$0.455	$0.468	$0.483
32	Sewer - Residential - 3/4" Outside City	$0.490	$0.505	$0.520	$0.536	$0.552	$0.569	$0.586	$0.603
33	Sewer - Residential - 1.5" Inside City	$0.392	$0.404	$0.416	$0.429	$0.442	$0.455	$0.468	$0.483
34	Sewer - Residential - 2" Inside City	$0.392	$0.404	$0.416	$0.429	$0.442	$0.455	$0.468	$0.483
35	Sewer - Residential - 2" Outside City	$0.490	$0.505	$0.520	$0.536	$0.552	$0.569	$0.586	$0.603
36	Sewer - Others - 3/4" Inside City	$0.392	$0.404	$0.416	$0.429	$0.442	$0.455	$0.468	$0.483

37	Sewer - Others - 3/4" Outside City	$0.490	$0.505	$0.520	$0.536	$0.552	$0.569	$0.586	$0.603
38	Sewer - Others - 1.5" Inside City	$0.392	$0.404	$0.416	$0.429	$0.442	$0.455	$0.468	$0.483
39	Sewer - Others - 1.5" Outside City	$0.490	$0.505	$0.520	$0.536	$0.552	$0.569	$0.586	$0.603
40	Sewer - Others - 2" Inside City	$0.392	$0.404	$0.416	$0.429	$0.442	$0.455	$0.468	$0.483
41	Sewer - Others - 2" Outside City	$0.490	$0.505	$0.520	$0.536	$0.552	$0.569	$0.586	$0.603

ARTICLE 7: CONTRACTED BASELINE DATA

7.1 Table N.18 details the water operating parameters that are required to be implemented on the Guarantee Date or on such time as agreed upon by the Parties. This specific configuration of AMI system operating parameters is the Contracted Baseline and failure of the CITY to maintain the Contracted Baseline may result in a Material Change which may require a modification of the Performance Guarantee pursuant to Article 4 of the Agreement.

TABLE N.18 – PROPOSED WATER METER ACCURACY

Proposed Meter Accuracy - Guaranteed Values									
Item	**Description**	**Baseline**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**
1	Water - 3/4" Inside City - Block 1	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
2	Water - 3/4" Inside City - Block 2	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
3	Water - 3/4" Inside City - Block 3	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
4	Water - 3/4" Inside City - Block 4	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
5	Water - 3/4" Inside City - Block 5	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
6	Water - 3/4" Outside City - Block 1	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
7	Water - 3/4" Outside City - Block 2	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
8	Water - 3/4" Outside City - Block 3	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
9	Water - 3/4" Outside City - Block 4	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
10	Water - 3/4" Outside City - Block 5	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
11	Water - 1.5"	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.07%	97.64%

	Inside City - Block 1								
12	Water - 1.5" Inside City - Block 2	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.07%	97.64%
13	Water - 1.5" Inside City - Block 3	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.07%	97.64%
14	Water - 1.5" Inside City - Block 4	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.07%	97.64%
15	Water - 1.5" Inside City - Block 5	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.07%	97.64%
16	Water - 1.5" Outside City - Block 1	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.07%	97.64%
17	Water - 1.5" Outside City - Block 2	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.07%	97.64%
18	Water - 1.5" Outside City - Block 3	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.07%	97.64%
19	Water - 1.5" Outside City - Block 4	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.07%	97.64%
20	Water - 1.5" Outside City - Block 5	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.07%	97.64%
21	Water - 2" Inside City - Block 1	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.24%	97.98%
22	Water - 2" Inside City - Block 2	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.24%	97.98%
23	Water - 2" Inside City - Block 3	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.24%	97.98%
24	Water - 2" Inside City - Block 4	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.24%	97.98%
25	Water - 2" Inside City - Block 5	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.24%	97.98%
26	Water - 2" Outside City - Block 1	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.24%	97.98%
27	Water - 2" Outside City - Block 2	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.24%	97.98%
28	Water - 2" Outside City - Block 3	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.24%	97.98%
29	Water - 2" Outside City -	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.24%	97.98%

	Block 4								
30	Water - 2" Outside City - Block 5	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.24%	97.98%
31	Sewer - Residential - 3/4" Inside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
32	Sewer - Residential - 3/4" Outside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
33	Sewer - Residential - 1.5" Inside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
34	Sewer - Residential - 2" Inside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
35	Sewer - Residential - 2" Outside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
36	Sewer - Others - 3/4" Inside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
37	Sewer - Others - 3/4" Outside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
38	Sewer - Others - 1.5" Inside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.24%	97.98%
39	Sewer - Others - 1.5" Outside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.24%	97.98%
40	Sewer - Others - 2" Inside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.24%	97.98%
41	Sewer - Others - 2" Outside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.24%	97.98%

Proposed Meter Accuracy - Guaranteed Values									
Item	**Description**	**Year 8**	**Year 9**	**Year 10**	**Year 11**	**Year 12**	**Year 13**	**Year 14**	**Year 15**
1	Water - 3/4" Inside City - Block 1	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%

2	Water - 3/4" Inside City - Block 2	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
3	Water - 3/4" Inside City - Block 3	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
4	Water - 3/4" Inside City - Block 4	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
5	Water - 3/4" Inside City - Block 5	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
6	Water - 3/4" Outside City - Block 1	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
7	Water - 3/4" Outside City - Block 2	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
8	Water - 3/4" Outside City - Block 3	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
9	Water - 3/4" Outside City - Block 4	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
10	Water - 3/4" Outside City - Block 5	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
11	Water - 1.5" Inside City - Block 1	97.21%	96.78%	96.35%	95.92%	95.49%	95.06%	94.63%	94.20%
12	Water - 1.5" Inside City - Block 2	97.21%	96.78%	96.35%	95.92%	95.49%	95.06%	94.63%	94.20%
13	Water - 1.5" Inside City - Block 3	97.21%	96.78%	96.35%	95.92%	95.49%	95.06%	94.63%	94.20%
14	Water - 1.5" Inside City - Block 4	97.21%	96.78%	96.35%	95.92%	95.49%	95.06%	94.63%	94.20%
15	Water - 1.5" Inside City - Block 5	97.21%	96.78%	96.35%	95.92%	95.49%	95.06%	94.63%	94.20%
16	Water - 1.5" Outside City - Block 1	97.21%	96.78%	96.35%	95.92%	95.49%	95.06%	94.63%	94.20%
17	Water - 1.5" Outside City - Block 2	97.21%	96.78%	96.35%	95.92%	95.49%	95.06%	94.63%	94.20%

18	Water - 1.5" Outside City - Block 3	97.21%	96.78%	96.35%	95.92%	95.49%	95.06%	94.63%	94.20%
19	Water - 1.5" Outside City - Block 4	97.21%	96.78%	96.35%	95.92%	95.49%	95.06%	94.63%	94.20%
20	Water - 1.5" Outside City - Block 5	97.21%	96.78%	96.35%	95.92%	95.49%	95.06%	94.63%	94.20%
21	Water - 2" Inside City - Block 1	97.72%	97.46%	97.20%	96.94%	96.68%	96.42%	96.16%	95.90%
22	Water - 2" Inside City - Block 2	97.72%	97.46%	97.20%	96.94%	96.68%	96.42%	96.16%	95.90%
23	Water - 2" Inside City - Block 3	97.72%	97.46%	97.20%	96.94%	96.68%	96.42%	96.16%	95.90%
24	Water - 2" Inside City - Block 4	97.72%	97.46%	97.20%	96.94%	96.68%	96.42%	96.16%	95.90%
25	Water - 2" Inside City - Block 5	97.72%	97.46%	97.20%	96.94%	96.68%	96.42%	96.16%	95.90%
26	Water - 2" Outside City - Block 1	97.72%	97.46%	97.20%	96.94%	96.68%	96.42%	96.16%	95.90%
27	Water - 2" Outside City - Block 2	97.72%	97.46%	97.20%	96.94%	96.68%	96.42%	96.16%	95.90%
28	Water - 2" Outside City - Block 3	97.72%	97.46%	97.20%	96.94%	96.68%	96.42%	96.16%	95.90%
29	Water - 2" Outside City - Block 4	97.72%	97.46%	97.20%	96.94%	96.68%	96.42%	96.16%	95.90%
30	Water - 2" Outside City - Block 5	97.72%	97.46%	97.20%	96.94%	96.68%	96.42%	96.16%	95.90%
31	Sewer - Residential - 3/4" Inside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
32	Sewer - Residential - 3/4" Outside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
33	Sewer -	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%

	Residential - 1.5" Inside City								
34	Sewer - Residential - 2" Inside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
35	Sewer - Residential - 2" Outside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
36	Sewer - Others - 3/4" Inside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
37	Sewer - Others - 3/4" Outside City	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
38	Sewer - Others - 1.5" Inside City	97.55%	97.12%	96.69%	96.26%	95.83%	95.40%	94.97%	94.54%
39	Sewer - Others - 1.5" Outside City	97.55%	97.12%	96.69%	96.26%	95.83%	95.40%	94.97%	94.54%
40	Sewer - Others - 2" Inside City	97.72%	97.46%	97.20%	96.94%	96.68%	96.42%	96.16%	95.90%
41	Sewer - Others - 2" Outside City	97.72%	97.46%	97.20%	96.94%	96.68%	96.42%	96.16%	95.90%

DIVISION 4 – Street Lights:

IPVMP Option A, continuous, has been selected to verify Savings for this FIM.

The variables affecting savings from this street lighting FIM are fixture wattages, hours of operation, and level of coincident operation. Pre-retrofit and post-retrofit fixture wattages will be determined from a standard table of wattages or from manufacturer's data or from actual measurements. Equipment numbers and locations will vary based on adjusted inventory numbers based on corrected discrepancies. Operating hours are not projected to change after the FIM is implemented and will be estimated based on CITY-provided data.

DESCRIPTION

Savings generated by street light retrofits shall be based upon Pre and Post measurements for each major fixture type. The frequency of measurements is to occur every other year of the Guarantee Contract beginning in Year 1. The quantity of power measurements per fixture type will be based on an 80% confidence and 20% precision. Each fixture's Pre and Post wattage measurement will be used along with the actual installed lighting survey to calculate Savings. The post measurements will be conducted on the same location. Pre and Post lighting burn hours used in the energy calculation for each fixture are based on agreed upon hours provided in the "Calculations Variable Index" below. The following calculations are used to determine the amount of Savings for the entire period of the Performance Guarantee Period:

CALCULATIONS

KW Savings = Pre KW Measurement – Post KW Measurement

Annual KWH Savings = (Pre KW Measurement – Post KW Measurement) x Stipulated Annual Lighting Burn Hours

Annual Dollar Savings ($) = Annual KWH Savings x $/KWH Rate

Stipulated Values: Annual Lighting Burn Hours = 4,300

Cost per kWH utilized: $0.035. This cost is fixed and escalated at 3% over the Guarantee Term

SPECIFICATIONS ON MEASUREMENT TOOLS

kW meter

POST INSTALLATION CONSTRUCTION PERIOD M&V ACTIVITIES

The evaluations of the pre and post watt measurements will be taken with a watt meter according to an 80% (confidence) / 20% (precision) sampling plan to measure the upgraded lighting fixtures. The table below illustrates the effect of confidence and precision on sample size, See example below

Precision	0.2
Confidence	0.8
Z-Statistic	1.282

Population Size, N	Sample Size, n
4	3
8	5
12	6
16	7
20	8
25	8
30	9
35	9

Population Size, N	Sample Size, n
40	9
45	9
50	10
60	10
70	10
90	10
100	10
125	11

The quantities of each fixture types all exceed a population size of 125; therefore, Siemens will be measuring 11 of each fixture type every other year of the Guarantee Term.

GUARANTEE PERIOD ACTIVITIES

The Annual Performance Assurance Report will document pre and post measurements of the installed street lights to verify system operation.

DIVISION 5 – Stipulated Savings:

Option E (Stipulation) has been selected to verify Savings for the following FIMs. No additional measurements and savings calculations will be taken. The savings are depicted on the Energy/Utility Savings table on page 57 of Exhibit N as follows:

- Column E: Stipulated (Other):
  - Lighting (interior): HVAC Savings due to the reduction of the lighting energy of the new technology being introduced into the space. $9,515/yr
  - Water Conservation: Domestic Hot Water Savings due to the reduced flow rate of hot water heated by electric hot water heaters. $2,883/yr
  - Solar PV: SREC Revenue $15,065/yr
  - HVAC Replacement $2,943/yr
  - Solar PV $179,182/yr
  - AMI Project: calculations are provided on page 102, Appendix B of the Technical Energy Audit, and include: $481,861/yr
    - Annual Manpower Costs: Meter Readings
    - Annual Manpower Costs: Utility Service Workers (water meter tasks)
    - Vehicle Expenses (lease, fuel, parts, maintenance, insurance, etc.)
    - Annual Meter Replacement Costs (Material and Labor - Existing Meters)

<u>LIGHTING – Interior & Exterior</u>

The lighting system maintenance costs are represented in three ways: Maintenance Cost per year expressed in dollars, Maintenance Savings, and Warranty Savings.

Maintenance Costs are defined as the cost of replacement products and the associated labor to maintain the Existing and/or Proposed Systems. (Maintenance Cost per year = Replacement Cost / Average Life Expectancy multiplied by Operating Hours per Year)

Maintenance Savings is defined as the difference between Maintenance Costs of the Existing versus the Proposed Systems. This Savings is the ongoing benefit based on the system design (Maintenance Savings = Maintenance Cost per year for the existing system – Maintenance Cost per year for the proposed system)

Warranty Savings are defined as the costs that are saved as a result of warranties on the proposed system design. The lighting products being installed are covered by manufacturer warranties that provide replacement material for a period of three years for the lamps and five years for ballasts. Therefore, the CITY should not have to purchase or install any replacement lamps for the first three years of ownership. After the warranties expire, the Maintenance Cost would return to the calculated level.

TABLE N.19 – O&M SAVINGS SUMMARY

Facility	Description	Annual Cost $	# of Annual Periods Savings Are Applied	Annual Period Savings Begin
	Lighting Retrofit (Interior)	$14,003	15	Year 1
	Lighting Retrofit (Exterior)	$9,991	15	Year 1
	Ocean Rescue Lighting	$443.33	15	Year 1

HVAC

The HVAC Capital Avoidance saving are determined using the RSMeans Cost Estimator. The estimates shown below provide national average replacement costs for each unit type and size.

RSMeans

Cost Estimate Report
RSMeans Online

Date: 08-Sep-14

Captial Avoidance
Year 2014 Quarter 3
Unit Detail Report

Prepared By:
Ulises Perez
Siemens

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 23					
236213100400	Condensing unit, air cooled, compressor, 4 ton, includes standard controls	0.00	Ea.	$3,246.55	$0.00
236213100720	Condensing unit, air cooled, compressor, 25 ton, includes standard controls	0.00	Ea.	$23,711.70	$0.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 23					
236423100515	Packaged water chiller, scroll, liquid chiller, packaged unit with integral air cooled condenser, 30 ton cooling, includes standard controls	0.00	Ea.	$41,846.70	$0.00
236423100517	Packaged water chiller, scroll, liquid chiller, packaged unit with integral air cooled condenser, 35 ton cooling, includes standard controls	0.00	Ea.	$45,044.45	$0.00
236423100520	Packaged water chiller, scroll, liquid chiller, packaged unit with integral air cooled condenser, 40 ton cooling, includes standard controls	0.00	Ea.	$48,346.00	$0.00
236423100528	Packaged water chiller, scroll, liquid chiller, packaged unit with integral air cooled condenser, 45 ton cooling, includes standard controls	0.00	Ea.	$49,278.70	$0.00
236423100536	Packaged water chiller, scroll, liquid chiller, packaged unit with integral air cooled condenser, 50 ton cooling, includes standard controls	0.00	Ea.	$53,929.65	$0.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 23					
236213100100	Condensing unit, air cooled, compressor, 2 ton, includes standard controls	0.00	Ea.	$2,087.05	$0.00
236213100200	Condensing unit, air cooled, compressor, 2.5 ton, includes standard controls	0.00	Ea.	$2,267.20	$0.00
236213100300	Condensing unit, air cooled, compressor, 3 ton, includes standard controls	0.00	Ea.	$2,420.65	$0.00
236213100350	Condensing unit, air cooled, compressor, 3.5 ton, includes standard controls	0.00	Ea.	$2,842.50	$0.00
236213100500	Condensing unit, air cooled, compressor, 5 Ton, includes standard controls	0.00	Ea.	$4,303.00	$0.00
236213100550	Condensing unit, air cooled, compressor, 7.5 ton, includes standard controls	0.00	Ea.	$6,178.05	$0.00
236213100620	Condensing unit, air cooled, compressor, 12.5 ton, includes standard controls	0.00	Ea.	$10,932.05	$0.00
236213100650	Condensing unit, air cooled, compressor, 15 ton, includes standard controls	0.00	Ea.	$12,198.35	$0.00
236213100700	Condensing unit, air cooled, compressor, 20 ton, includes standard controls	0.00	Ea.	$17,179.80	$0.00
236213100750	Condensing unit, air cooled, compressor, 30 ton, includes standard controls	0.00	Ea.	$26,971.65	$0.00

TABLE N.20 – CAPITAL AVOIDANCE SUMMARY

Facility	Description	Cost of Each ($)	Qty	# of Annual Periods Savings Are Applied	Annual Period Savings Begin
Dept. of Comm. Sustainability	Condensing unit, air cooled, compressor, 25 ton, includes standard controls	$23,711.7	1	15	Year 1
Dept. of Comm. Sustainability	Condensing unit, air cooled, compressor, 20 ton, includes standard controls	$17,179.8	1	15	Year 1
Dept. of Comm. Sustainability	Condensing unit, air cooled compressor, 4 ton, includes standard controls	$3,246.55	1	15	Year 1
	Total Capital Avoidance over 15 Yrs	$44,138.05			
	Average Annual Savings	$2,943			

SOLAR PV

As defined in Appendix B of the IGA, the Stipulated Capital Avoidance and O&M savings are broken down into three sections:

1. Amortized Capital Cost Avoidance of Construction – this is the savings that would be realized by the City not having to pay for new power generating equipment in the future. The monthly payment would be converted to an annual avoidance of $116,018.

Amortized Captial Avoidance for CNST		
Constuction per kW	$ 700	kW
	2000	kW
Calculated Cost	$ 1,400,000	
	15	year
	$ 93,333	
Interest Rate	0.03	
Amortized Monthly Payment	9668.14	

2. Resulting O&M Savings – This annual savings would be the difference of the cost to operate the generating station compared to operating the Solar PV plant. For Year 1, the Solar PV is projected to generate 3,012,944 KWH. The O&M rate for the existing generation station was provide by the City staff and is presented below. The power offset by the Solar PV will be multiplied by the total O&M rate listed below to account for $107,472 in avoided cost.

PLANT O&M COST			
operations	$	0.00246	kwh
maintenance	$	0.00276	kwh
Fuel	$	0.03045	kwh
Total	$	0.03567	

The cost to provide O&M on the Solar PV system was determined to be $22/kW/yr, resulting in an annual O&M cost of $44,308 for the 2,014 kW system. Therefore the resulting O&M savings is the difference of existing generating system and the Solar PV is $63,164 in Year 1.

TABLE N.21 – CITY OF LAKE WORTH: AMI OPERATIONAL SAVINGS

Annual Manpower Costs: Meter Readers	Current (Without AMI)	With AMI	
Total Annual Salary & Benefits	$ 55,000	$ 55,000	
Total Number of Staff	$ 8	$ 4	
Costs / Savings	**$ 440,000**	**$ 220,000**	**$ 220,000**

Annual Manpower Costs: Utility Service Workers (water meter tasks)	Current (Without AMI)	With AMI	
Hours per Year (water leak checks)	800	240	
Hours per Year (water meter scratched glass)	150	75	
Total Annual Hours expended	950	315	
Average Hourly Rate (with benefits)	$ 30.00	$ 30.00	
Total Annual Rate	$ 28,500	$ 9,450	
Costs / Savings	**$ 28,500**	**$ 9,450**	**$ 19,050**

Vehicle Expenses (lease, fuel, parts, maintenance, insurance, etc.)	Current(Without AMI)	With AMI	
Monthly Vehicle Charges	$ 408.32	$ -	
Number of Months	12	$ -	
Number of Vehicles	4	$ -	
Totals	$ 19,599	$ -	
Costs / Savings	**$ 19,599**	$ -	**$ 19,599**

Annual Meter Replacement Costs (Material and Labor - AMI Meters)	Current (Without AMI)		With AMI (for Yrs 1 - 15)		
Meter Type	**Electric**	**Water**	**Electric**	**Water**	
Total Number of Meters	27,732	9,510	27,732	13,620	
Meter replacement per year: - Electric: 20 year replacement cycle (5%) - Water: 15 year replacement cycle (6.67%)	1,387	634	-	0	
Cost per Replacement (material)	$ 39.00	$ 75.00	$ 155.00	$ 254.00	
Hourly Labor Rates	$ 30.00	$ 30.00			
Replacement Time (hours)	1.0	1.0			
Annual Labor Costs	$ 41,598.00	$ 19,020.00			
Totals	$ 95,675	$ 66,570			
Costs / Savings		**$ 162,245**		**$ -**	**$ 162,245**

Annual Manpower Costs: Electric Meters Only - (Remote Connects / Disconnects) Applies to electric accounts that do not have a water meter at the same location	Current (Without AMI)		With AMI		
Connects & Disconnects per Month (Water & Electric)	100%	416	20%	83.2	
# months		12		12	
Total Elec/Water Disconnects per year		4,992		998	
Electric only accounts (27,732 - 13,620)		14,112		14,112	
% of Electric Only Accounts to Total Electric Accounts		51%		51%	
	Time/Change	**Annual**	**Time/Change**	**Annual**	
Meter Tech ($30 per hour)	0.5	$ 38,104	0.5	$ 7,621	
Customer Service ($30 per hour)	0.5	$ 38,104	0.5	$ 7,621	
Other	0.0	0.0	0.0	0.0	
Costs attributed to non-payment disconnects/connects		$ 76,208		$ 15,242	
Costs / Savings		**$ 76,208**		**$ 15,242**	**$ 60,967**

The increase in electric revenues resulting from the implementation of this FIM is accepted under Option E. The following table documents this value.

TABLE N.22 – CITY OF LAKE WORTH: AMI REVENUE ENHANCEMENT

Annual Electric Consumption	Current (Without AMI)		With AMI
Number of City-wide Electric Meters	27,732		
Number of Electric Meters Replaced to Date	9,000		
Number of **Mechanical** Meters Remaining…	**14,000**		
City of Lake Worth Total Electricity Purchased: Old Meters remaining (KWH/Yr)	216,576,248		
Increase In Reading Accuracy (%)		98.0%	100.0%
Total Electric Billed (KWH/Yr)		212,244,723	216,576,248
Average Electric Rate ($/KWH)		$ 0.105	$ 0.105
Total Electric Revenue ($)		$ 22,285,696	$ 22,740,506
Annual Increased Revenue due to new electric meters ===>			**$ 454,810**

Exhibit O – System Start up & Commissioning Plan

As the Performance Contractor for the City of Lake Worth project, Siemens Industry, Inc. (Siemens) is committed to making sure all proposed Facilities Improvement Measures (FIM) will function as designed and reduce energy costs. In order to insure that each FIM is properly installed and functioning as designed, Siemens will commission and verify the quality and functionality of each FIM.

DEFINITION AND OBJECTIVE OF THE COMMISSIONING PROCESS:

The main objective of commissioning is to affect the safe and orderly handover of systems from Siemens to the City of Lake Worth, guaranteeing its operability in terms of performance, reliability, safety and traceability. Additionally, when executed in a planned and effective way, commissioning normally represents an essential factor for the fulfillment of schedule, costs, safety and quality of the project.

Many of the project facility improvement measures (FIMs) are relatively simple in nature and do not require extensive commissioning work, while other project FIMs require a more extensive commission process. The procedures/steps for both scenarios are illustrated on the following pages; however, additional steps will be developed with the City.

The FIMs that are being provided to the City of Lake Worth by Siemens Industry, Inc. are as follows:

- Facilities – which includes Interior/Exterior Lighting; HVAC Upgrades, Pool Lighting and Water Conservation.
- Street Lighting
- PV Solar Array
- Advanced Meter Infrastructure (AMI)

TABLE O.1 – COMMISSIONING STAKEHOLDERS (NOT INCLUSIVE EXAMPLE)

Role	Name	Contact Information
CITY Representative		
Siemens Project Manager		
Siemens Energy Engineer		
Measures	**Name**	**Contact Information**
FIM 1: Lighting		
Lighting Engineer		
Installation Contractor		
FIM 2: Street Lighting		
Design Engineer		
FDOT Engineer		
Installation Contractor		
FIM: HVAC Upgrades		
Installation Contractor		
FIM: PV Solar Array		
Design Engineer		
Installation Contractor		
FIM: AMI		
Installation Contractor		
Integration Contractor		
FIM: Pool Lighting		
Installation Contractor		
FIM: Water Conservation		
Installation Contractor		

TABLE O.2 – COMMISSIONING RESPONSIBILITY MATRIX

	CITY's Rep	Siemens PM	Siemens Engineer	Design Engineer	Installation Contractor	Integration Contractor	Siemens PA
Cx Coordination Meetings	✓	R	✓	✓	✓	✓	
Cx Plan Development		R	✓				
Cx Schedule	✓	R	✓		✓	✓	
Submittal Preparation		✓	✓		R	R	
Submittal Review	R	✓					
Functional Testing & Documentation	✓	✓	✓		R	✓	
Test, Adjust & Balance (TAB)	✓	✓	✓		R	R	
O&M Manual Preparation		✓	✓		R	R	
As- Built Preparation		✓	✓		R	R	
Training Plan	✓	✓			R	R	
Training Delivery	✓	✓			R	R	
Cx Report		R	✓				
Measurement & Verification (M&V)			✓				R
Warranty Administration		R			✓	✓	
Ongoing M&V							R

✓ = Participant(s) R = Responsible Party(s)

COMMISSIONING FIM: INTERIOR & EXTERIOR LIGHTING:

1. Identify person(s) of responsibility in accordance with the Commissioning Matrix Table O.2.
2. Review existing lighting detailed in descriptions from the energy audit reports from Siemens' lighting subcontractor.
3. Regarding the measurement of the existing KW and KWH for all lighting: please refer to the measurement and verification plan for the methodology for taking these readings.
4. Review proposed high efficiency lighting product proposals from the lighting subcontractor and examine the quantity and KW usage compared to the existing lighting fixtures.

5. Quantify the actual existing and installed lighting and compare both in an as-built spreadsheet and report. Describe any discrepancies between the existing and the new lighting installations.
6. Provide to CITY all related turn-over documents including maintenance manuals, as built drawings and controls documentation where applicable.
7. Provide applicable training to meet City's satisfaction.

COMMISSIONING FIM: STREET LIGHTING:

1. Identify person(s) of responsibility in accordance with the Commissioning Matrix Table O.2.
2. Review existing lighting detailed in descriptions from the energy audit reports from Siemens' lighting subcontractor.
3. A detailed list of commissioning activities TBD during upon final City selection.
4. Following installation the team will conduct a thorough review of the installation noting and resolving any discrepancies, if applicable.
5. Provide to CITY all related turn-over documents including maintenance manuals, as built drawings and controls documentation where applicable.
6. Provide applicable training to meet City's satisfaction.

COMMISSIONING FIM: HVAC UPGRADES:

1. Identify person(s) of responsibility in accordance with the Commissioning Matrix Table O.2.
2. A stakeholder meeting will be held with the CITY, Siemens, the Mechanical Subcontractor, the Test and Balance Contractor (T&B). Siemens will remain involved throughout the installation process, including the project turnover, and follow-up inspections to ascertain system performance.
3. Once the permits are obtained, the team will meet to discuss the installation schedule. All necessary shop drawings and shall be provided to CITY for approval.
4. Following installation the team will conduct a thorough review of the installation noting and resolving any discrepancies, if applicable.
5. A team meeting will be held to discuss the started up and testing procedures. The Mechanical Subcontractor and the Test and Balance Contractor will be primarily responsible for testing the new system.
6. Provide to CITY all related turn-over documents including maintenance manuals, as built drawings and controls documentation where applicable.
7. Provide applicable training to meet Stakeholder satisfaction.

COMMISSIONING FIM: PV SOLAR ARRAY:

1. Identify person(s) of responsibility in accordance with the Commissioning Matrix Table O.2.

2. A detailed list of commissioning activities TBD during design engineering phase. Final list to be approved by Stakeholders prior to commencement of work.
3. Provide to CITY all related turn-over documents including maintenance manuals, as built drawings and controls documentation where applicable.
4. Provide applicable training to meet Stakeholder satisfaction.

COMMISSIONING FIM: ADVANCED METER INFRASTRUCTURE:

1. Identify person(s) of responsibility in accordance with the Commissioning Matrix Table O.2.
2. Review energy audit with stakeholders
3. A detailed list of commissioning activities TBD during upon final stakeholder selection.
4. Following installation the team will conduct a thorough review of the installation noting and resolving any discrepancies, if applicable.
5. Provide to CITY all related turn-over documents including maintenance manuals, as built drawings and controls documentation where applicable.
6. Provide applicable training to meet Stakeholder satisfaction.

COMMISSIONING FIM: POOL LIGHTING:

1. Identify person(s) of responsibility in accordance with the Commissioning Matrix Table O.2.
2. Review existing system and document condition.
3. Following installation the team will conduct a thorough review of the installation noting and resolving any discrepancies, if applicable.
4. Provide to CITY all related turn-over documents including maintenance manuals, as built drawings and controls documentation where applicable.
5. Provide applicable training to meet Stakeholder satisfaction.

COMMISSIONING FIM: WATER CONSERVATION:

1. Identify person(s) of responsibility in accordance with the Commissioning Matrix Table O.2.
2. Review energy audit report and identify existing water fixtures to be replaced and new water-conserving devices to be installed. Review specifications of proposed water-conserving devices.
3. Field-check the installation of the new water fixtures and compare to the number of new water fixtures depicted in the energy audit. Note any discrepancies.
4. Submit fixture specifications to the CITY for approval.
5. Use the following steps to test for the performance of the water-saving fixtures (select a random sample of fixtures, such as one in twenty):
   - ✓ For spigots measure flow into a bucket for 20 seconds
   - ✓ For urinals measure discharge per flush
   - ✓ For wall mounted toilets measure discharge per flush

6. All final documents including maintenance manuals, as built drawings, controls documentation and all related turn-over documents will be reviewed and approved by Siemens prior to turnover to the CITY.
7. Provide applicable training to meet Stakeholder satisfaction.

COMMISSIONING SUMMARY:

The preceding commissioning activities associated with each FIM are intended to serve as a general overview of the commissioning process. A more comprehensive list will be developed upon final stakeholder selection.

COMMISSIOING SCHEDULE:

Each commissioning activity will be inserted into the critical path schedule to ensure they are being completed at the appropriate time.

Exhibit P – Dispute Resolution

Unless expressly contrary to applicable law, any disputes concerning the Savings, calculation thereof or changes to the Contracted Baseline that are not resolved by negotiation between the Parties within thirty (30) days of the notice of the dispute, will be resolved by a third-party professional engineer which is reasonably acceptable to both SIEMENS and the CITY. In the event the parties cannot agree upon a third-party engineer within fourteen (14) calendar days of receipt of notice of the dispute, each party shall select a third-party engineer and the engineers shall then meet and select an independent third-party engineer to resolve the dispute. The determination of such third-party engineer will be final and binding upon CITY and SIEMENS. SIEMENS and the CITY will each be responsible for half of the fees of the engineer selected to resolve the dispute. For purposes of this provision, a "third-party engineer" may include an engineer whose firm is under contract with the CITY unrelated to the Project.

Any unresolved disputes concerning Substantial Completion or Final Acceptance of the Work will be resolved by submitting the issue to a third party professional engineer selected in accordance with the procedure outlined above. The determination of this engineer with respect to Final Acceptance or Substantial Completion will be final and binding upon the Parties. SIEMENS and the CITY shall share equally the costs or fees for such engineer selected to resolve the dispute. For purposes of this provision, a "third-party engineer" may include an engineer whose firm is under contract with the CITY unrelated to the Project.

All other disputes not resolved by the Parties may be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at that time, except as modified herein. If a Party desires to utilize arbitration to resolve a dispute, it shall send a notice of arbitration to the other Party and the other Party shall have fifteen (15) business days from the receipt of such notice to decide whether to agree to arbitration. If the other Party does not agree to arbitration, that Party shall send a notice of declining arbitration back to the originating Party within said fifteen (15) business days. If a Party sends a notice of declining arbitration, either Party may pursue the dispute via litigation in the State of Florida with venue in any state or federal court having jurisdiction over Palm Beach County, Florida. If no notice of declining arbitration is timely sent, the Parties have agreed to arbitrate the issue as follows: All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than six (6) months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. Discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the Parties. The arbitrator shall have no authority to award, and shall not award, attorneys' fees. Judgment may be entered upon the award in state or federal court in the State of Florida having jurisdiction over the matter. Nothing herein shall prevent or prohibit the parties from pursuing mediation to resolve disputes. Further, nothing herein shall prevent or prohibit either Party from seeking immediate injunctive relief in state or federal court in the State of Florida with venue in Palm Beach County, Florida, in order to enjoin an acts or omissions which present a danger to health, safety or welfare and/or the real or personal property of a Party.

Exhibit Q – SIEMENS Training Responsibilities

Siemens and City staff will work to identify a date and location for the below training courses within 60 calendar days of execution of the Agreement. Additionally, Siemens will provide all manufacturer training documents, if applicable.

City will make available a location for each of the below training courses, and be responsible for transporting staff required at each of the below sessions and all other costs associated with obtaining the training venue.

TANTALUS:

Within 60 days of execution of the Agreement, Tantalus will provide a basic familiarization and overview of the Tantalus TUNet system, technology, and operational concepts to ensure a baseline for all involved in the project. An extensive 40 hour training session will be conducted within 30 days prior to Substantial Completion of the FIM with the newly installed Tantalus TUNet network and equipment. . Training sessions provided are as follows and shall be scheduled for mutual convenience of the parties:

1.	**Utility Operations/Billing Training**	**8 hrs**		
	a. TUNet Theory of Operation		1.5 hrs	
	b. TUNet Utility Web Application Overview		2 hrs	
	c. Remote Disconnects		0.5 hr	
	d. Billing and MVRS		2 hrs	
	e. Contextual Addressing and CIS Integration		2 hrs	
2.	**Deployment Training**		**8 hrs**	
	a. Deployment Management & Planning	1 hr		
	b. Endpoints/Meters Overview and Tools	1 hr		
	c. Network - Account and Company Admin		0.5 hr	
	d. Network WAN - Managing the WAN		1 hr	
	e. Network WAN - Troubleshooting the WAN		1 hr	
	f. Network LAN - Managing the LAN		1 hr	
	g. Network LAN - Troubleshooting the LAN		1 hr	
	h. Network – Dashboard	0.5 hr		
	i. Utility – Configuration		1 hr	
3.	**Operation and Maintenance**	**4 hrs**		
	a. Periodic Maintenance Activities		2 hrs	
	b. TRUView GIS			2 hrs
4.	**Q&A and Discussions:**		**4 hrs**	
	a. Business-Line discussion		1 hrs	
	b. Engineering Analysis		0.5 hrs	
	c. Technical Support/Tantalus TeamRoom		0.5 hrs	
	d. Future items, General Topics, Q&A		2 hrs	

The City's designated TUNet Administrator will provide an overview of all TUNet aspects. City shall ensure that Billing staff attend the above training Section 1, 4a, 4c, and 4d. City must included Meter Tech personnel and linemen must be included in training sections 2a and 2b.

A follow-up training session will be scheduled ninety (90) days after Final Acceptance, as well as during the finishing stages of project implementation to ensure that maintenance staff know and understand all key system operations. Periodic training, Q&A, and documentation resources will be available during implementation through the assigned Project Manager, as well as our online customer web-portal (TeamRoom).

HARRIS PORTAL TRAINING:

CUSTOMERCONNECT TRAINING

Consultant recommends that CustomerConnect training be provided to Customer Service Representatives (CSRs) who may be called by customers as well as to individuals who will be called upon to administer the CustomerConnect solution.

City shall ensure that attendees possess a sufficient understanding of the relevant business aspects of the portal and of the data that is presented.

The following training sessions (all via WebEx) will be provided to Customer as part of this engagement:

- Software Solution Overview Session – 2 Hours
- Software Administration Session – 4 Hours
    - Recommended maximum of 10 trainees
- Software CSR Training Session – 2 Hours

If required, an additional CSR Training Session may be conducted so that CSRs can be trained in shifts to ensure the entire team receives the relevant training.

As part of the training, Consultant will provide user manuals to allow Customer to refresh their Knowledge of the solution as needed moving forward.

SOLUTION OVERVIEW SESSION (2 HRS)

This session is intended for all utility staff whom will have interaction with the Portal, or who may be responding to customers who have used the portal. Also, any utility personnel whom want to gain a better understanding of how the portal works are recommended to attend.

It includes a product demonstration, a description of the various reports, features, and functions available within the Portal.

SOFTWARE ADMINISTRATION SESSION (4 HRS)

This session is a deep dive into the administration, configuration, and branding of the site. This is intended for the personnel who are responsible for maintaining and/or changing the site branding, sending out customer notifications through the portal, adding or modifying articles in the Library, and other administrative duties. It covers the following aspects:

Item	Description
Administration of users	
	Search for an Existing User
	Administrators Setup
	CSRs Setup
Configure Application Properties	
View and Manage Account Information	
	Registration of new accounts
	Update Password
	Update Email Address
	Update Account Users
	Update Notification Settings
	Deactivate Customer|Connect Account
	Login/out of Customer|Connect
Library Widget	
	Create a New Library Item
	Edit an Existing Library Item
	Feature an Existing Library Item
	Un-publish an Existing Library Item
	Remove an Existing Library Item
	End user view of any published Library Item
Manage Target Audiences	
	Search for an Existing Target Audience
	Create a New Target Audience
	Edit Target Audience Members
	Remove an Existing Target Audience
Manage Notifications	
	Create a New Notification
	View/Edit/Remove an Existing Notification
	Reschedule a Notification

Manage Time of Use Windows and Rates	
	Manage holidays
Manage Appearance of Customer|Connect Pages	
	Customize the General Appearance
	Customize the Header
	Customize the Navigation Menu
Manage Contents	
	Manage images
	Customize the Page Sections
	Customize the Marketing Footer
	Customer education / Energy saving tips

SOFTWARE CSR TRAINING SESSION (2 HRS)

This session is intended to equip the Customer Service team with the knowledge necessary to respond to any customer inquiries which may arise related to the Portal. This involves training the CSRs on the end-consumer facing components of the portal, as well as showing the CSRs how to open up specific customer accounts to follow along with them when discussing their usage.

Item	Description
Administration of users	
	Search for an Existing User
	View As (Masquerade Mode)
Configure Application	
	Configure customer default landing page
	Setting usage thresholds
	Notification Methods
Accessing Data	
	30 day usage report
	Electric Consumption Report
	Utilizing Overlays
	Export to Excel
	Export Green Button Data
	Notification History
	Accessing the Library

ENERGY SERVICES AGREEMENT

Between

CITY OF LAKE WORTH

and

SIEMENS INDUSTRY, INC.,
BUILDING TECHNOLOGIES DIVISION

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ENERGY SERVICES
AGREEMENT

THIS ENERGY SERVICES AGREEMENT ("Agreement" hereafter) is entered into on the __ day of_____, 2015, by and between:

CITY OF LAKE WORTH, a municipal corporation of the State of Florida, with offices located at 7 North Dixie Highway, Lake Worth, Florida 33460, hereinafter referred to as "CITY,"

and

SIEMENS INDUSTRY, INC., BUILDING TECHNOLOGIES DIVISION, a Delaware corporation, located at 1000 Deerfield Parkway, Buffalo Grove, Illinois 60089 and 3021 N. Commerce Parkway, Miramar, Florida 33025, hereinafter referred to as "SIEMENS."

DESIGNATED SIEMENS REPRESENTATIVE:
Hector Samario, Senior Account Executive
3021 N. Commerce Parkway
Miramar, FL 33025
(954) 646-4547 mobile
(954) 364-6767 fax
hector.samario@siemens.com

and

DESIGNATED CITY REPRESENTATIVE:
Michael Bornstein, City Manager
7 N. Dixie Highway
Lake Worth, FL 33460
Phone: 561-586-1689
mbornstein@lakeworth.org

Recitals

WHEREAS, CITY selected SIEMENS as a qualified provider pursuant to Request For Proposals for Audit and Energy Performance Contracting Services (RFP No. 12-13-213) (the "RFP" hereafter)**;** and

WHEREAS, upon award of the RFP and pursuant to the parties' written Energy Audit Agreement, SIEMENS performed a comprehensive Technical Energy Audit of CITY facilities and systems, which CITY has approved and accepted ("***Certificate of Acceptance Technical Energy Audit***" hereafter Exhibit J); and

WHEREAS, SIEMENS has agreed to guarantee a level of energy savings in CITY Facilities to be achieved through the result of the professional services to be provided under this Agreement; and

WHEREAS, CITY finds that this Agreement is in the best interests of the CITY and serves a valid public purpose; and

WHEREAS, as required by Section 489.145(5)(h), Florida Statutes, this Agreement does not constitute a debt, liability or obligation of the state;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged by both parties, and intending to be legally bound hereby, CITY and SIEMENS agree as follows.

Article 1
Glossary

The following terms shall for all purposes have the meanings stated herein, unless the context otherwise specifies or requires, or unless otherwise defined in the Agreement:

"Annual Guaranteed Savings" are the Guaranteed Savings that SIEMENS guarantees will occur in an Annual Period of the Guarantee Period as set forth in Exhibit C and calculated pursuant to the formulas set forth in Exhibit N.

"Annual Performance Assurance Report" means the document prepared by SIEMENS, submitted to and approved by CITY as part of the Performance Assurance Service Program, which identifies the Savings achieved for the applicable Annual Period.

"Annual Period" refers to the definition found in Section 4.4.

"Annual Realized Savings" means the actual Savings achieved by CITY during an Annual Period, calculated as the sum of the Measured & Verified Savings plus the Stipulated Savings.

"Anti-Terrorism Laws" refers to the definition found in Section 6.6.2.

"Baseline" means the measurements of Facility energy usage taken prior to the Effective Contract Date, and the Facility operating practices in effect prior to the Effective Contract Date, as set forth in Exhibits B and E which exhibits are incorporated herein by reference

"Baseline Period" means the period of time from which data is provided to SIEMENS to derive the Baseline measurements. The Baseline Period is set forth in Exhibit N.

"BTU" means a British Thermal Unit and is a unit of thermal energy.

"Capital Off-Set Savings" means a sub-category of Operational Savings where Savings will result in a cost effective upgrade to the Facility to address one or more of the following issues: potential future increased costs, comfort, code non-compliance, usage requirements, user needs and/or expectations.

"Certificate of Interim Completion" means the document indicating the achievement of the requirements for Substantial Completion for a particular FIM prior to the applicable Substantial Complete Date.

"Certificate of Substantial Completion" means the document indicating that the Work, or a designated portion of the Work, is Substantially Complete in accordance with the Agreement.

"Change Order" means a written change in the Project executed by both Parties that, pursuant to Article 9, specifies changes in the Work, Contract Sum, Scheduled Completion Dates and/or other provisions in the Contract Documents as identified in Article 9.

"CITY Maintenance Requirements" means the maintenance requirements of the CITY with respect to each FIM, which will be consistent with the manufacturer's recommendations and the requirements of law, and which will be provided by SIEMENS to CITY and agreed to by the Parties prior to and as a condition of Substantial Completion of each FIM.

"CITY Representative" means the person identified by CITY to SIEMENS as the person authorized to make decisions on behalf of CITY and that person may be the CITY's Owner's Representative.

"Closing Stub Period" refers to the definition found in Section 4.4.

"Concealed Conditions" means subsurface or otherwise concealed physical conditions at a Facility or Project site of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, and that SIEMENS could not have discovered through the exercise of reasonable diligence. .

"Construction Schedule" means SIEMENS construction schedule for the Work that includes, without limitation, a schedule related to the Work and for each FIM (if applicable), and that provides for expeditious and practicable execution of all aspects of the Work attached hereto and made a part hereof as Exhibit G.

"Contract Documents" means this Agreement, the Exhibits to this Agreement, the Design & Engineering Documents (once approved by CITY as provided in Section 5.2), the Construction Schedule, Schedule of Values, any Change Orders, the other documents listed in this Agreement and incorporated herein, and any modifications to the foregoing documents properly executed by the Parties after execution of this Agreement.

"Contract Period" refers to the definition found in Section 3.1.

"Contract Sum" refers to the definition found in Section 10.1.

"Contracted Baseline" means the post-FIM-implementation Facilities and Project site operating profile based on parameters described in Exhibits B and E , which CITY shall adhere to throughout the Guarantee Period, subject to normal annual performance degradatation for the subject equipment, and which is relied upon by SIEMENS for calculation of Guaranteed Savings as provided in the Savings Guarantee (Exhibit C).

"Deferred Maintenance" means a sub-category of Operational Savings where Savings results from a reduction of current, postponed or potential future repair and maintenance costs.

"Deliverable" means a report or drawing specifically prepared for and deliverable to CITY.

"Design & Engineering Documents" refers to the definition found in Section 5.2.

"Design Materials" refers to the definition found in Section 13.1.

"Direct Purchase" refers to the definition found in Section 8.3.

"Dispute Resolution Procedures" refers to the definition found in Section 2.6.

"Effective Contract Date" refers to the definition found in Section 3.2.

"Equipment" means the installed products to be provided by SIEMENS and Direct Purchase equipment as described in the Project Description and Scope of Work attached hereto and made a part hereof as Exhibit A.

"***Environmental Incentives"*** means all rights, credits (including tax credits), rebates, grants, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the Project or the development or installation of the FIMs and the reduction of energy usage at the Facilities. Without limiting the forgoing, Environmental Incentives include utility rebates or incentive programs, green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under any state tax credit program, grants from nongovernmental organizations, and the right to claim federal income tax credits under Sections 45 and/or 48 of the Internal Revenue Code.

"Escalation Rate" means an annual percentage increase to be applied to the previous year's energy savings, Operational Savings and post installation service pricing, beginning and occurring on dates outlined in the Savings Measurement and Calculations attached (Exhibit N). A different Escalation Rate may be applied to differing Savings calculations and/or payment schedules depending on the percentage agreed upon by the Parties.

"Extraordinary Measures" refers to the definition found in Section 3.6.

"Facility" or "Facilities" means the building(s) or structure(s) where Work will be installed or implemented, as delineated in Scope of Work attached Exhibit A and Description of Premises Exhibit B.

"Facility Improvement Measures" or ***"FIMs"*** means the methods, techniques, application of know-how, installation of devices or otherwise, described in the Project Description and Scope of Work set forth in Exhibit A, that are undertaken by SIEMENS as a result of this Agreement with the intent of generating net Savings or efficiencies at or in connection with the operation of the Facilities, including one or multiple FIMs as well as any non-conservation-related activities, means or methods. The FIMs are enumerated and described in Exhibit A.

"FEMP" means the Federal Energy Management Program managed by the United States Department of Energy.

"FEMP Guidelines" means the FEMP M&V Guidelines v. 3.0 published by FEMP as *M&V Guidelines; Measurement and Verification for Federal Energy Management Projects*.

"Final Acceptance" means the date on which CITY has determined, in consultation with SIEMENS, that all of the requirements of the Contract Documents for the Project or for a particular FIM have been completed.

"Final Acceptance Date" refers to the definition found in Section 3.4.

"Financial Closing" refers to the definition found in Section 3.2.

"Financing Contract" means an agreement or agreements entered into by CITY with one or more lenders to provide financing for the Project or a portion thereof.

"Guarantee Date" means, subject only to adjustments of the Scheduled Completion Dates as provided in Article 9, the first day of the first utility billing period following the month in which Final Acceptance of the Work occurs in accordance with this Agreement.

"Guarantee Period" refers to the definition found in Section 3.1.

"Guarantee Term" means the timeframe from the Guarantee Date to the earlier to occur of: (a) the last day of an Annual Period, if this Agreement is not renewed for the following Annual Period; (b) the last day of the Closing Stub Period as described in Section 4.4; and (c) the termination date of this Agreement prior to the last day of the Closing Stub Period.

"Guarantee Period Services" means the Performance Guarantee, monitoring, Project modification, guarantee reconciliation, PASP, and other services to be performed during the Guarantee Period as described in Exhibits C (Savings Guarantee), F (Savings Measurement and Calculation Methodology), I (Company's Maintenance Responsibilities), and this Agreement which shall not exceed 15 years.

"Guaranteed Measured & Verified Savings" means the Measured & Verified Savings that SIEMENS guarantees will be achieved, as described in the Performance Assurance (Exhibit N) Options A, B and E as further explained for each FIM**.**

"Guaranteed Savings" means the amount of Savings that SIEMENS guarantees will be achieved for the CITY during the Guarantee Period as identified in the Savings Guarantee (Exhibit C) and calculated pursuant to the formulas set forth in Exhibit N which savings must cover all CITY's cost for the Project; the Services; both non-disclosure and service agreements with Tantalus Systems, Inc., and the support and maintenance agreement with N. Harris Computer Corporation (maintenance and software agreements for the FIMs identified in Exhibit A); and, all costs for financing the Project expressly disclosed by CITY's lender prior to closing, including without limitations the lender's attorney's fees and closing costs..

"Hazardous Materials" refers to the definition found in Article 12.2**.**

"Installation Period" refers to the definition found in Section 3.1.

"Installation Period Savings" means the Measured & Verified Savings plus the Stipulated Savings achieved from the Effective Contract Date until the Guarantee Date as set forth in Exhibit C.1 and calculated pursuant to the methods set forth in Exhibit N..

"Intellectual Property Rights" means any patents, copyrights, trademarks, service marks, trade secrets and similar and related intellectual property rights protected by law.

"Interim Completion" means the achievement of the requirements for Substantial Completion for a particular FIM prior to the applicable Substantial Completion Date.

"IPMVP" means the International Performance Measurement and Verification Protocol, Volume 1, EVO 10000-1.2007 as prepared by the Efficiency Valuation Organization.

"kW" and "kWh" **means** kilowatt and kilowatt hour, respectively.

"Manufacturers' Warranties" refers to the definition found in Section 7.5.

"Material Change" means a 3% deviation in the Contracted Baseline such that there is an adverse impact on the Annual Realized Savings, which results or will result in a Savings Shortfall.

"Measured & Verified Savings" means those Savings that can be calculated and ascertained by the methodology set forth in the Performance Assurances (Exhibit N) **.**

"***Mold***" means any type or form of fungus or similar biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing.

"Notice to Proceed" refers to the definition found in Section 3.2.

"Oil" refers to the definition found in Section 12.2.

"Opening Stub Period" refers to the definition found in Section 4.4.

"Operational Savings" means Savings derived from reduced operational expenses, including but not limited to, Deferred Maintenance or Capital Off-Set Savings. Operational Savings are Stipulated Savings which are only expressed in a dollar amount**.**

"*Parties*" means CITY and SIEMENS.

"***Party***" means either CITY or SIEMENS.

"Payment Due Date" refers to the definition found in Section 10.5.

"Payment Request" refers to the definition found in Section 10.4.

"Performance Assurance" is the process of ascertaining whether the FIMs are performing at the level necessary to achieve the Guaranteed Savings (Exhibit C) as described in Exhibit N.

"Performance Assurance Services Program" **or "PASP"** means the Services required of SIEMENS to monitor the operation of the FIMs so that SIEMENS can provide the Annual Performance Assurance Report detailing the Annual Realized Savings and comparing the same to the Annual Guaranteed Savings based upon the calculations agreed to by the Parties in the Savings Guarantee (Exhibit C) and calculations set forth in Exhibit N. The Services provided under the PASP are described in Exhibit N.

"Performance Guarantee" means the guarantee that SIEMENS makes to CITY in Section 4.1, which is reconciled and confirmed through the Performance Assurance process set forth in the Performance Assurances (Exhibit N).

"Performance Guarantee Payment" refers to the definition found in Section 4.1.

"Prior Year Calculations" refers to the definition found in Section 4.6.

"Professional Standard" refers to the definition found in Section 6.1.

"Project" means the building analysis, design, engineering, installation, repairs, maintenance, guarantee reconciliation, measurement and verification, and training services (if expressly set forth in the Exhibits) more fully described in the other terms and provisions of this Agreement and its Exhibits, including the Services, which SIEMENS guarantees will reduce energy consumption and costs in CITY owned and operated buildings, facilities and equipment.

"***Punch List***" means minor items of Work to be completed after Substantial Completion and prior to Final Acceptance, which do not prevent a FIM or the Work from being used for the purpose for which it is intended and which will not prevent the issuance of applicable permits or certificates for such use.

"Records" refers to the definition found in Section 6.10.

"Refrigerant Removal" refers to the definition found in Section 12.1.

"Savings" means the Parties' intended result from implementing all FIMs. Savings can be derived from reductions in energy or utility consumption, reductions in operating expenses, reductions in unmetered water consumption resulting from greater meter accuracy (i.e., increased revenue), a changed utility rate classification or a combination thereof. Savings and the pertinent calculation methods for each FIM are detailed in Exhibit N.

"Savings Shortfall" means the Annual Realized Savings less the Annual Guaranteed Savings for the Annual Period resulting in an amount less than zero.

"Schedule of Values" refers to the definition found in Section 10.3.2.

"***Scheduled Completion Dates***" means the Substantial Completion Date and Final Acceptance Date.

"Services" means the Work and the Guarantee Period Services.

"Stipulated Savings" are a sub-category of Guaranteed Savings that do not require post-FIM implementation measurement and verification because they are Operational Savings as agreed upon by the Parties based upon representations made to SIEMENS by CITY. As such, Stipulated Savings are agreed upon in advance by the Parties and cannot be changed. The Stipulated Savings for each Annual Period, along with the corresponding Escalation Rate, if applicable, are set forth in the Savings Calculation Formula (Exhibit N).

"***Subcontractor***" means any partnership, firm, corporation or entity other than an employee of SIEMENS, who contracts with SIEMENS to furnish services, labor, materials, or labor and materials in connection with the Services.

"*Substantial Completion*" or **"*Substantially Complete*"** means:

(i) (a) the Work, or a particular FIM is sufficiently complete, in accordance with the provisions of this Agreement, including commissioning of any systems required by the Contract Documents, so that CITY may utilize a the Work or applicable portion thereof for the use for which it is intended, and is fully complete except for minor items, adjustments and/or corrections which do not interfere directly or indirectly with the CITY'S use of a FIM; or (b) if the nature of the Work requires that a certificate of occupancy be issued, it means the date of issuance of the required certificate of occupancy; and

(ii) The Parties have stipulated and agreed to the applicable CITY' Responsibilities as set forth in Exhibit H; and,

(iii) The process for a Certificate of Substantial Completion in Section 3.3 is completed.

"Substantial Completion Date" refers to the definition found in Section 3.3

"Technical Energy Audit" refers to the definition found in the Recitals.

"Therm" is a measure of energy equal to 100,000 BTUs.

"USA Patriot Act" refers to the definition found in Section 6.6.2.

"Warranty Period" refers to the definition found in Section 7.3.

"Work" means the work and services required by the Contract Documents during the Installation Period and during any period of time during which SIEMENS is required to correct or replace its work and services pursuant to this Agreement and includes all labor, materials, equipment and services provided or to be provided by SIEMENS to complete and install the FIMs.

Article 2
General Covenants

2.1 The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length. Each Party has conferred, or has had the opportunity to confer, with their respective legal

counsel. Accordingly, in the event any claim is made relating to any conflict, omission, or ambiguity in this Agreement, no presumption, burden of proof, or persuasion shall be implied by virtue of the fact that this Agreement was drafted by or at the request of a particular Party or its legal counsel.

2.2 The CITY hereby engages and SIEMENS hereby accepts the engagement to perform and to provide the Services in accordance with the terms and conditions of this Agreement.

2.3 SIEMENS shall perform the Services as an independent contractor with exclusive control of the manner and means of performing the Services in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of CITY. This Agreement is not intended, and shall not be construed to create, between CITY and SIEMENS, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of CITY.

2.4 SIEMENS represents, warrants and covenants to CITY that:

(a) It has all requisite corporate power to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of SIEMENS' organizational documents, any applicable laws or regulations, or any agreements with third parties;

(b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;

(c) This Agreement is the legal, valid and binding obligation of SIEMENS, in accordance with its terms, and all requirements have been met and procedures have been followed by SIEMENS to ensure the enforceability of the Agreement;

(d) To SIEMENS' best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting SIEMENS that affects the validity or enforceability of this Agreement; and,

(e) It is duly authorized to do business in all locations where the Services are to be performed.

(f) SIEMENS' has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on the CITY in this regard.

2.5 The CITY represents, warrants and covenants to SIEMENS that:

(a) It has all requisite corporate power and/or statutory authority to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of CITY'S organizational documents, any applicable laws or regulations, or any agreements with third parties;

(b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;

(c) This Agreement is the legal, valid and binding obligation of CITY, in accordance with its terms, and all requirements have been met and procedures have been followed by CITY to ensure the enforceability of the Agreement;

(d) To CITY'S best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting CITY that affects the validity or enforceability of this Agreement; and

(e) The CITY has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on SIEMENS in this regard.

2.6 Any disputes concerning the calculation of the Annual Realized Savings, changes to the Contracted Baseline, or any other matter arising out of the Services or Performance Guarantee shall be resolved by the following "***Dispute Resolution Procedures***":

2.6.1 First, the Parties will use good faith efforts to resolve the dispute within thirty (30) days of notice of the dispute, including relevant backup information, to the Parties' Designated Representative(s) as identified on the first page of this Agreement

2.6.2 Disputes not resolved after good faith negotiation will be resolved according to the procedures attached to this Agreement and made a part hereof as Exhibit P.

2.7 SIEMENS acknowledges and agrees that the costs associated with each FIM as identified in Exhibit D as equipment costs and SIEMENS' cost of the Work represent a fixed price, for which no Change Orders are allowed, unless initiated pursuant to Article 9 herein and approved by the CITY. As such, SIEMENS represents that any shortfall in anticipated costs for the FIMs and associated Equipment, not representing a scope change initiated by CITY, will be the sole responsibility of SIEMENS.

Article 3
Contract Period and Project Schedule

3.1 **Contract Period**. The "***Contract Period***" consists of the Installation Period and such number of Annual Periods, as defined in Section 4.4, as may occur, unless this Agreement is earlier terminated as provided herein. The "***Installation Period***" is the period of time from the Effective Contract Date until Final Acceptance of the Work. The "***Guarantee Period***" is the period of time from the Guarantee Date until the end of the Guarantee Term.

3.2 **Effective Contract Date**. The "***Effective Contract Date***" is the date upon which all of the following events have occurred: (i) the closing on the financing of this Agreement, as evidenced by a fully executed Financing Contract and funding of any escrow account provided for by the Financing Contract (if applicable) or the selection of another available funding source approved by the City Commission (the "***Financial Closing***"); (ii) the execution of this Agreement by both Parties, and (iii) the

execution and issuance by CITY to SIEMENS of a written notice to proceed, upon which event SIEMENS will commence performance of the Work hereunder ("***Notice to Proceed***"). CITY will issue the Notice to Proceed to SIEMENS within sixty (60) calendar days of the Financing Closing and the execution of this Agreement by the CITY. In the event the Notice to Proceed is not issued within said sixty-day period, SIEMENS may terminate this Agreement upon thirty (30) days prior written notice to CITY. If the CITY fails to issue the Notice to Proceed within said thirty (30) day period, this Agreement shall terminate at the end of the thirty (30) day period and the Parties shall have no further obligations to each other hereunder; provided, however, that, notwithstanding such termination, the CITY shall be obligated to pay SIEMENS $148,500 within thirty (30) days of said termination of this Agreement.

3.3 **Substantial Completion**. SIEMENS will commence the Work within thirty (30) days after the receipt of the Notice to Proceed. SIEMENS will successfully achieve Substantial Completion of all FIMs within four hundred and ninety (490) days from the Effective Contract Date, subject only to adjustments of time for performance as permitted by Section 9.4 of this Agreement (the "***Substantial Completion Date***"). SIEMENS will achieve Interim Completion of each FIM by the date for Interim Completion set forth in the Construction Schedule (Exhibit G), subject only to adjustments of time for performance as permitted by Section 9.4 of this Agreement. SIEMENS acknowledges that the Guarantee Date will commence upon Final Acceptance.

3.3.1 Certificate of Substantial Completion. When SIEMENS believes that the Project or a particular FIM has achieved Interim or Substantial Completion, SIEMENS will submit a certificate of Interim or Substantial Completion and a Punch List to CITY on a form agreed to by the Parties and with documentation of receipt by the CITY. If CITY concurs that the described portion of the Work as performed has achieved Interim or Substantial Completion, CITY will accept that Work by signing the certificate of Interim or Substantial Completion and the Punch List and returning both to SIEMENS. If CITY does not concur that the Work has achieved Interim or Substantial Completion and/or that the Punch List is not complete or correct, then CITY shall notify SIEMENS within thirty (30) days of any discrepancies. To the extent SIEMENS does not dispute the discrepancies raised by CITY, SIEMENS shall (i) promptly and diligently correct the Work to conform to the description of the Work set forth herein, and resubmit the certificate of Interim or Substantial Completion to CITY, and (ii) promptly complete all items on the Punch List. If SIEMENS disagrees with the discrepancies raised by CITY, SIEMENS shall notify CITY of a dispute and such dispute shall be resolved in accordance with Section 3.3.2 herein. If CITY does not deliver written notice to SIEMENS within thirty (30) days of receiving the certificate of Interim or Substantial Completion and the Punch List, CITY will be deemed to have agreed to, signed and returned the certificate of Interim or Substantial Completion and the Punch List.

3.3.2 Disputes Concerning Substantial Completion. Any disputes concerning the Interim or Substantial Completion of the Work will be resolved in accordance with the Dispute Resolution Procedures.

3.4 **Final Acceptance.** Subject only to adjustments of the Scheduled Completion Dates as permitted by Section 9.4 of this Agreement, SIEMENS will successfully achieve Final Acceptance of all FIMs within five hundred forty (540) days from the Effective Contract Date (the "***Final Acceptance Date***").

3.5 Construction Schedule. The Construction Schedule is included in Exhibit G. The Construction Schedule will be updated by SIEMENS and submitted to CITY at least monthly in electronic format. SIEMENS will submit a revised Construction Schedule when SIEMENS' planned sequence is changed or when Project changes are made that affect the Construction Schedule. Any material change to the Construction Schedule is subject to review and written approval by CITY's Representative. When performing the Work, SIEMENS will comply with the Construction Schedule. Any change to the Construction Schedule which extends the date for Substantial Completion and/or Final Acceptance requires writing approval by the CITY Manager.

3.6 Extraordinary Measures. If CITY determines through reasonable evidence that the performance of the Work is in excess of forty-five days (45) days behind the Construction Schedule such that SIEMENS will be unable to achieve Substantial Completion, Final Acceptance or Interim Completion of a particular FIM in accordance with the Construction Schedule, CITY shall have the right, but no obligation, to order SIEMENS in writing to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities and (iii) other similar measures (collectively "***Extraordinary Measures***"). The determination of whether the progress of the Work is behind schedule shall take into account any extensions in time to which SIEMENS is authorized under Section 9.4 herein. The CITY is hereby permitted to continue use of Extraordinary Measures until the progress of the Work complies with the stage of completion required by the Contract Documents. The CITY's right to require Extraordinary Measures is solely for the purpose of ensuring SIEMENS' achievement of Interim and Substantial Completion and Final Acceptance in accordance with the Construction Schedule. In no event shall CITY have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding the rights and authority granted in this Section or elsewhere in the Contract Documents. If SIEMENS contends that the Extraordinary Measures are the result of delays by the CITY, or some other event that may justify an extension of the Scheduled Completion Dates, pursuant to Section 9.4 of this Agreement, SIEMENS must make a timely claim for additional time pursuant Section 9.4 or SIEMENS waives such claim. The CITY may exercise its rights under or pursuant to this Section as frequently as CITY deems reasonably necessary to ensure that SIEMENS' performance of the Work will comply with the Construction Schedule and the Contract Documents.

Article 4
Performance Guarantee

4.1 Performance Guarantee. The Annual Realized Savings generated during each Annual Period will be no less than the Annual Guaranteed Savings as shown in the Savings Guarantee (Exhibit C), subject to the limits set forth below in Section 4.5. In the event the Annual Realized Savings generated during each Annual Period is less than the Annual Guaranteed Savings as shown in the Savings Guarantee (Exhibit C), SIEMENS will pay CITY the difference ("***Performance Guarantee Payment***"). The calculation methodologies for determining the Annual Guaranteed Savings is set forth in the Performance Assurance (Exhibit N). In addition, SIEMENS guarantees the Installation Period Savings as more specifically described in Exhibit C.1.

4.2 Calculation of Energy Savings. Except as otherwise provided, energy savings will be calculated as the product of (a) "units of energy saved" (kWh, Therms, GJ, etc.) multiplied by (b) "cost of energy."

(a) Units of energy saved are calculated by 1) assuming the Contracted Baseline has been maintained per Section 4.5) and 2) subtracting the then current period measured units of energy consumed from the Baseline units of energy as defined in Exhibit E to the Technical Energy Audit, which is incorporated herein by reference.

(b) Costs of energy are defined in Exhibit E to the Technical Energy Audit, which is incorporated herein by reference,. Any and all escalation factors to be applied to utility, energy or other costs are set forth in Exhibit N.

4.3 Intentionally left blank.

4.4 Annual Period. The CITY seeks to align the Annual Period with its fiscal year for budgeting purposes, and therefore each of the following periods shall serve as an "***Annual Period***":

(i) the period from the Guarantee Date through the next following September 30 (such initial period referred to herein as the "***Opening Stub Period***");

(ii) Fourteen (14) 12-calendar month periods, each running from October 1 through the next following September 30, with the first such period including the first October 1 following the Guarantee Date and continuing through the next following September 30; and

(iii) the period running from the October 1 following conclusion of the eleventh (11th) 12-month period described in subparagraph (ii) immediately preceding and continuing through and including the twelfth (12th) anniversary of the Guarantee Date (such final period referred to herein as the "***Closing Stub Period***").

In accordance with Florida Statutes Section 489.145(5)(g), the Contract Period shall expire at the end of each Annual Period; provided, however, both Parties agree that (i) the Contract Period shall automatically and without further action of the Parties renew for an additional Annual Period up through and including the Closing Stub Period, subject to CITY making sufficient annual appropriations for payments due SIEMENS during each such Annual Period; and (ii) provided sufficient annual appropriations are made by CITY, unless this Agreement is earlier terminated in accordance with Article 14.

4.5 Baseline, Contracted Baseline, and Material Changes. SIEMENS and CITY agree that the Baseline data set forth in Exhibits B and Eto the Technical Energy Audit, which is incorporated herein by reference, represents a full and accurate reflection of the existing Facilities, equipment, operation, business use and energy usage, and that such Baseline data will be the basis on which all future energy use will be compared in order to determine the Annual Realized Savings. SIEMENS and CITY agree that the Contracted Baseline as described in Exhibits B and E to the Technical Energy Audit, which is incorporated herein by reference, will represent the new operating and/or equipment profile of the Facilities resulting from the FIM implementation. CITY's failure to operate and maintain its Facilities within the Contracted Baseline parameters, as may be adjusted in accordance with the terms herein, during the entire term of the Guarantee Period shall result in a Material Change.

4.5.1 The CITY agrees to notify SIEMENS prior to or within thirty (30) days of CITY's undertaking of any renovation, addition, or abandonment of a Facility or Project site that the CITY knows, or should know with reasonable due diligence, may result in a Material Change.

4.5.2 In the event that SIEMENS knows, or should know with reasonable due diligence, that any action or failure to act by CITY or a measurable deviation from the Contracted Baseline may constitute a Material Change, SIEMENS must notify CITY of a possible Material Change within thirty (30) days of becoming aware of such action, failure to act, or measurable deviation. If SIEMENS fails to notify CITY within such thirty (30) day period, SIEMENS thereafter waives the right to present any claim for an adjustment to the energy performance calculations on account of such action or failure to act or measurable deviation.

In all instances, SIEMENS must report for all Material Changes arising during the Annual Period as part of the Prior Year Calculations described in Section 4.6, and SIEMENS waives the right to present any Material Changes arising during an Annual Period that are not specified within the Prior Year Calculations for that Annual Period. Within sixty (60) days of Substantial Completion, the Parties will mutually determine any Material Changes to account for changes which have occurred during the Installation Period. Any disputes regarding a Material Change shall be addressed pursuant to the Dispute Resolution Procedures.

4.5.3 If it is determined that the underperformance of a FIM is due to factors that constitute a Material Change, SIEMENS will document and work with CITY to correct the problem.

4.6 **Savings Reconciliation**. The Guarantee Period savings reconciliation as identified in Section 4.1 will be performed at the end of each Annual Period as follows:

(a) Within forty-five (45) days after the conclusion of each Annual Period, SIEMENS will prepare and provide to CITY the Annual Performance Assurances Report for the preceding Annual Period, which will include its proposed calculation of the Annual Realized Savings and comparison of the calculated amount to the applicable Annual Guaranteed Savings amount ("***Prior Year Calculations***").

(b) Within forty-five (45) days of CITY's receipt of the Prior Year Calculations, CITY will notify SIEMENS of (1) the CITY's approval of all or any portion of the Prior Year Calculations; and/or (2) CITY's disapproval of all or any portion of the Prior Year Calculations, including the basis for the disapproval.

(c) Within forty-five (45) days of receiving notification of CITY's approval of all or any portion of the Prior Year Calculations, SIEMENS will pay to CITY the Performance Guarantee Payment, if any, due to CITY on account of the approved portion of the Prior Year Calculations. If CITY disapproves all or any portion of the Prior Year Calculations, the dispute shall be resolved in accordance with the Dispute Resolution Procedures.

(d) If SIEMENS fails to make a Performance Guarantee Payment when due, SIEMENS shall pay five percent (5%) per annum as interest from the due date until payment is received in full by the CITY.

(e) Notwithstanding anything to the contrary in the Contract Documents, the Performance Guarantee Payments, if any, are the sole remedy of the CITY for the Performance Guarantee. ANY PAYMENTS MADE OR TO BE MADE TO THE CITY UNDER THE TERMS OF THE PERFORMANCE GUARANTEE SHALL NOT EXCEED THE PAYMENTS ACTUALLY MADE BY CITY TO EITHER SIEMENS AND/OR A THIRD-PARTY FOR THE AGGREGATE OF: THE CONTRACT SUM; PAYMENTS FOR THE SERVICES BY SIEMENS; THE AGREEMENTS WITH TANTALUS SYSTEMS, INC., AND N. HARRIS COMPUTER CORPORATION; THE COST OF ALL EQUIPMENT; AND, THE CITY'S COST OF FINANCING THE WORK INCLUDING WITHOUT LIMITATION FINANCE-RELATED ISSUANCE OR CLOSING COSTS AND ATTORNEY'S FEES ASSOCIATED WITH ORIGINATING SUCH FINANCING AND ALL ANY REQUIRED ESCROW ACCOUNT FEES. The CITY's cost of financing the Work is equal to the total principal and interest due and payable in connection with the financing of the Project, as determined on the date the Project's escrow is funded and set forth in a payment schedule to be included in the Financing Contract or on the Effective Contract Date if the escrow requirement is expressly waived by SIEMENS.

4.7 **Project Modifications to Reduce Savings Shortfalls**. The mutual goal of the Parties is to maximize Annual Realized Savings and reduce Savings Shortfalls. SIEMENS will have the right, at all times during the Guarantee Period, subject to CITY's prior written approval, to modify the scope of the Project, to modify or replace any of the FIMs or install additional FIMs and to revise any procedures for the operation of the FIMs or implement other procedures at the Facilities provided that: (i) such actions by SIEMENS do not result in modifying the Facilities' standards of comfort and service included within the Contracted Baseline without the express, prior written approval of CITY; (ii) such actions do not unreasonably impact Facility operations or use and occupancy or adjacent properties; (iii) such actions are necessary to enable SIEMENS to achieve the Annual Guaranteed Savings; and (iv) any costs incurred relative to such modifications, additions or replacements of the FIMs, or operational changes or new procedures or additional maintenance necessitated by the FIMs, are the sole responsibility of SIEMENS. All modifications, additions or replacements of the FIMs or revisions to operating or other procedures will be described in a supplemental schedule(s) to be provided to CITY for approval, which will not be unreasonably withheld or delayed and, if approved by the CITY, incorporated into this Agreement through a Change Order, and the work related to such modifications, additions, or replacements shall be carried out in accordance with all of the terms and provisions of this Agreement. Any replacement FIM shall be new and have equal or better potential to reduce energy consumption at the Facilities than the FIM being replaced. As part of any Project scope modifications, SIEMENS will update any and all software during the implementation necessary for the operation of the FIMs at SIEMENS sole cost and expense. All replacements of and alterations or additions to the FIMs shall become the property of the CITY.

4.8 **Excess Savings**. In the event that the Annual Realized Savings exceeds the Annual Guaranteed Savings in any Annual Period, the excess savings shall belong and accrue to CITY and shall not reduce SIEMENS' liability for achieving the Annual Realized Savings in any other Annual Period.

4.9 **Maintenance of the PASP**. The Performance Guarantee is dependent upon and is subject to the express condition that CITY maintains the PASP during the entire Guarantee Period. If CITY breaches,

cancels or otherwise causes the termination of the PASP then; (a) The Performance Guarantee shall terminate immediately and be void and of no force or effect; or, (b) Where termination of the Performance Guarantee would render the Agreement in violation of the applicable law, all Guaranteed Savings thereafter shall be determined to have been achieved and SIEMENS shall have been deemed to have met its Performance Guarantee obligations under this Agreement for each and every Annual Period thereafter without the obligation to provide CITY, or any third-party as the case may be, with any further Annual Performance Assurance Reports.

4.10 Existing Equipment. CITY represents that, it has inspected and to the best of its actual knowledge as of the Effective Contract Date, all existing equipment of the CITY that is not installed by SIEMENS under this Agreement but is necessary to achieve the Performance Guarantee, is in satisfactory working condition. Prior to the beginning of the Guarantee Period, SIEMENS will have inspected all such existing equipment and reported any deficiencies that occur between the Effective Contract Date and the Guarantee Date to CITY. To the extent that the deficiencies are not remedied by CITY within 180 days after the Guarantee Date, the adverse affect on the ability of the Project to attain the necessary Guaranteed Savings shall be factored into the Annual Performance Assurance Report and, if necessary, the Performance Guarantee shall be adjusted accordingly.

4.11 Re-acceptance and Re-commissioning Test. If the Equipment or the existing equipment necessary to achieve the Performance Guarantee is materially altered in a manner that impacts its ability to achieve Savings by any person (including CITY) other than SIEMENS, its Subcontractors or persons utilized by either of them, and such alteration has not been authorized by SIEMENS, its Subcontractors or persons utilized by either of them, CITY shall notify SIEMENS in writing as soon as practicable, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the Equipment or existing equipment at CITY's expense in order to determine if a Material Change has occurred. If CITY disputes the need for or proposed scope of the proposed test or re-commissioning, the dispute shall be resolved in accordance with the Dispute Resolution Procedures.

4.12 CITY Obligations Relating to the Performance Guarantee. The CITY's obligations as they relate to the Performance Guarantee are as follows:

(a) The CITY must authorize a re-acceptance test or re-commissioning that SIEMENS reasonably deems necessary in accordance with Section 4.11 in order to determine if a Material Change has occurred, and, if disputed by CITY, has been determined to be necessary at the conclusion of the Dispute Resolution Procedures;

(b) The CITY must provide reasonable access to any Facility where Work is to be performed;

(c) The CITY must provide SIEMENS with accurate Facility operating information within thirty (30) days of SIEMENS requesting such information and the same becoming reasonably available to CITY, including energy usage and cost, executed preventive maintenance and repair records, building or equipment additions, and, to the extent created and maintained by CITY, occupancy levels during each Annual Period. Notwithstanding the foregoing, CITY shall have no obligation under this Agreement to create occupancy data for any Facility or maintenance records for any systems or equipment, including the Equipment.

(d) The CITY must make all payments to SIEMENS as required in Paragraph 4.8.

SIEMENS will have no liability or obligation to continue providing PASP Services or Guaranteed Savings under the Performance Guarantee in the event CITY breaches its obligations listed above.

4.13 **Discontinuance of PASP**. If the CITY decide to discontinue the PASP before the end of the Guarantee Period, CITY shall give SIEMENS thirty (30) days prior written notice and compensate SIEMENS the proportional amount of that Annual Period's PASP payment up to the date of discontinuance (for example, if SIEMENS provides eight months of PASP services before cancellation, then SIEMENS would be entitled to retain two-thirds of the Annual Period's PASP payment). Immediately upon CITY's election to discountinue the PASP, the Guarantee and Corporate Guaranty shall terminate and be of no further force or effect.

4.14 **Corporate Guaranty**. Pursuant to Section 489.145(5)(a) Florida Statutes, the Performance Guarantee is supported by an unconditional corporate guaranty from Siemens Industries Inc. attached as Exhibit M.

Article 5
Installation Period Services

5.1 **Permits and Approvals**. Unless expressly set forth in Exhibit A, SIEMENS shall secure all necessary permits, approvals, assessments and charges, including, without limitation, all required construction building permits, required for the proper execution and completion of the Work; provided, however, that CITY shall promptly provide SIEMENS with such cooperation and support as is reasonably and customarily required to obtain such approvals from an owner. CITY shall charge SIEMENS for permit costs.

5.2 **Design and Engineering Documents**.

5.2.1 SIEMENS will prepare, for written approval by CITY, working drawings and specifications setting forth in detail the requirements of the procurement, construction and installation of the all Equipment and performance of the Work or the Project in accordance with the Contract Documents ("***Design & Engineering Documents***"). The Design & Engineering Documents must include all drawings, specifications, schedules, diagrams and plans, and such content and detail as is necessary to properly complete the procurement, construction and startup of the Project, and must provide information customarily necessary for the use of such documents by those in purchasing or the building trades. If known by SIEMENS, the Design & Engineering Documents should specify lead times for Equipment orders and the applicable cancellation fees for those Equipment orders.

5.2.2 Where required by law, the Design & Engineering Documents must bear the stamp or seal of architects and/or engineers licensed by the State of Florida. The Design & Engineering Documents need not be submitted to CITY as a complete set, but may be submitted in successive packages, each of which address separate projects, FIMS or systems applicable to the Project. Within thirty (30) days after submission, CITY will review each package of Design &

Engineering Documents and either (i) approve such documents; or (ii) disapprove such documents, specifying in writing the basis for disapproval. The review by the CITY under this provision is in addition to any and all reviews necessary where the CITY is the governing jurisdiction for any required construction permits or approvals.

5.2.3 SIEMENS covenants and agrees that (i) it will not commence the procurement or construction of any portion of the Project until the completed Design & Engineering Documents relevant to such part or portion have been approved by CITY in writing and all necessary permits have been obtained; and (ii) the Design & Engineering Documents will be accurate and free from any errors or omissions, and will be in compliance with and accurately reflect all applicable laws in effect at the time of submission. SIEMENS will, at no expense to CITY, promptly modify any Design & Engineering Documents which are not in accordance with laws or are inaccurate or contain errors or omissions. SIEMENS acknowledges and agrees that CITY will have no liability for cancellation fees applicable to Equipment or materials orders until after CITY approves the Design & Engineering Documents relating to such equipment and/or materials.

5.2.4 SIEMENS acknowledges and agrees that any review, approval, comment or evaluation by CITY of any plans, drawings, specifications or other documents prepared by or on behalf of SIEMENS, including but not limited to the Design & Engineering Documents, is solely for CITY's determining for its own satisfaction the suitability of the Project for the purposes intended therefore by CITY, and may not be relied upon by SIEMENS, its Subcontractors, or any other third party as a substantive review thereof. The CITY, in reviewing, approving, commenting on or evaluating any plans, drawings, specifications or other documents, will have no responsibility or liability for the accuracy or completeness of such documents, for any defects, deficiencies or inadequacies therein or for any failure of such documents to comply with the requirements set forth in the Contract Documents; the responsibility for all of the foregoing matters being the sole obligation of SIEMENS. In no event will any review, approval, comment or evaluation by CITY relieve SIEMENS of any liability or responsibility under this Agreement, it being understood that CITY is at all times ultimately relying upon SIEMENS' skill, knowledge and professional training and experience in preparing any plans, drawings, specifications or other documents.

5.3 **<u>Labor and Workmanship</u>**.

5.3.1 SIEMENS agrees to perform all Work in a workmanlike manner by workers skilled in their respective trades, holding the required licenses and certifications. SIEMENS will only employ and permit the use of such labor as shall not result in jurisdictional disputes or strikes or cause disharmony with other contractors, agents, and employees at the Facilities. Any worker or other person involved in the performance of the Work who, in the reasonable opinion of CITY, is incompetent or careless in the execution of the Work or otherwise unsatisfactory shall be immediately removed upon request of CITY. SIEMENS will enforce strict discipline and good order among SIEMENS' employees and other persons carrying out the Work.

5.3.2 SIEMENS shall perform the Work during normal business hours, Monday through Friday inclusive, excluding holidays, unless otherwise agreed in the Construction Schedule or unless SIEMENS is required to undertake Extraordinary Measures to complete the Work in accordance with the Construction Schedule. In cases where SIEMENS must perform disruptive work, CITY

agrees upon reasonable notice from SIEMENS to provide non-business hours access to the applicable Facility.

5.3.3 SIEMENS is not required to conduct safety, reacceptance or other tests, install new devices or equipment or make modifications to any Equipment unless expressly made a part of the Work through this Agreement. Any CITY request to change the scope or the nature of the Work or Services must be in the form of a Changer Order entered into pursuant to Article 9 of this Agreement.

5.4 **Control Over Means, Methods, and Techniques**. SIEMENS is solely responsible for and will have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. SIEMENS shall be responsible for any portion of the Work performed by Subcontractors. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractor of CITY or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at the Facilities shall not relieve others of their responsibility to CITY or to others.

5.5 **Cutting and Patching**. SIEMENS will do all cutting, fitting, and patching necessary for the completion of the Work and will not alter or endanger any existing portion of the Facilities or any material or equipment installed therein without the consent of CITY.

5.6 **No Reliance Upon CITY Representations**. SIEMENS has satisfied itself, by its own independent investigation and study, regarding all the conditions of the specific areas in the Facilities affected by the Work to be done and materials to be furnished; the meaning, intention and sufficiency of any plans and specifications for the Work;; and the conditions under which the Work is to be done; and has executed this Agreement based solely on such investigation, study and determination made by it, and not in reliance upon any representation by CITY or by anyone acting for or on behalf of CITY with the exception of utilities cost reduction..

5.7 **Safety**. SIEMENS is responsible for all necessary safety precautions and programs in connection with the Work and Services, including but not limited to providing whatever protection may be necessary to prevent injury to any persons, whether patrons, employees, and/or business invitees of CITY or SIEMENS (including any Subcontractor) who may be present at the Facilities or loss or damage to property of CITY or other persons, including all materials and equipment to be incorporated into the Work and all existing improvements which are not to be removed as part of the Work. If the Work or Services might affect the owners or occupants of property adjacent or adjoining a Facility or Project site, SIEMENS will notify such owners and occupants of the Work and its possible effect on their property. If the Work might affect any utilities, utility service, or utility equipment, SIEMENS will notify the CITY and utility companies or users of such utilities which might be affected by the Work, and if such utility equipment is not needed or interferes with the execution of the Work, SIEMENS will remove or protect such utility equipment as required by the CITY or such utility companies or users of such utility equipment.

5.8 **Cleaning and Removal of Materials**. SIEMENS will at all times keep the Facilities and Project sites free from any accumulation of rubbish, debris, and waste. Upon Substantial Completion of the Work and prior to requesting final payment of the Contract Sum, SIEMENS will thoroughly clean all

Work, remedy any defects, and leave those portions of the Facilities in which SIEMENS has been working in clean, orderly condition. Without limiting the generality of the foregoing, any ceiling and wall surface, floor, window or door frames, hardware, metalwork, and glass (both sides) which are part of the Work or which have become dirty or marred as a result of SIEMENS' performance of the Work must be thoroughly cleaned by SIEMENS.

5.9 **Recycling**. SIEMENS must cooperate with any recycling program established for the Facilities or available through CITY. SIEMENS will furnish documentation of disposal of recyclable materials in a format and manner that (i) complies with applicable prerequisites and credits of the latest version of Leadership in Energy and Environmental Design (LEED) for Existing Buildings: Operations & Maintenance, as of the date of such disposal, and (ii) is otherwise acceptable to CITY.

5.10 **Access to the Work**. SIEMENS will provide CITY with unrestricted access to the Work in preparation and progress wherever located in the Facilities, subject only to reasonable safety precautions.

5.11 **Use of Facilities**. SIEMENS will confine its operations to the portions of the Facilities identified in the Contract Documents or otherwise approved by CITY, and will not unreasonably encumber the portions of the Facilities used for the Work with materials, equipment, or similar items. SIEMENS and all Subcontractors will use only such entrances to the Facilities as are designated by CITY. During occupied hours, SIEMENS will limit construction operations to methods and procedures that do not adversely and unduly affect the environment of occupied spaces within the Facilities, including but not limited to creating noise, odors, air pollution, ambient discomfort, or poor lighting. SIEMENS' performance of the Work will comply with the worksite requirements, if any, described in Exhibit A.

5.12 **Project Meetings**. SIEMENS will provide for weekly scheduled Project meetings during the Installation Period (unless a different schedule is approved by CITY), and will give timely advance written notice and agenda of such meetings to CITY. SIEMENS will record minutes and distribute copies of minutes of meetings to CITY within five (5) business days after each meeting. SIEMENS will schedule additional Project meetings if requested by CITY.

5.13 **Progress Reports**. During the Installation Period, SIEMENS will provide monthly reports to CITY on the status of the Work that include, without limitation: (i) a detailed description of the progress of each FIM and the Project as a whole, including a critical path chart illustrating the progress made; (ii) a statement of significant Project issues that remain unresolved and SIEMENS' recommendations for resolving the same; (iii) an updated report on whether the Project remains on schedule and budget, and actions being taken to correct schedule delays and budget overruns; and (iv) a summary of any significant Project events that are scheduled to occur during the upcoming 30-day period.

5.14 **Correction of the Work**. CITY has the right and authority to reject Work if defective or deficient, or which otherwise does not conform to the Contract Documents. During the Installation Period, SIEMENS will promptly correct Work rejected by CITY for failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. If SIEMENS, after receipt of written notice from CITY of its rejection of Work pursuant to this Section, either: (i) has not cured such failure within seven (7) days, or (ii) if the nature of the failure is such that it is not capable of cure within seven (7) days, has not within seven (7) days reached agreement with

CITY for a plan to cure such failure and has not commenced and diligently and continuously pursued the cure of such failure, then CITY may order SIEMENS to stop the Work, or any portion thereof, until the cause for such order has been eliminated or SIEMENS has provided CITY with a plan for corrective action accepted in writing by the CITY with a set date for the corrective action to be completed. The right of CITY to stop the Work shall not, however, give rise to a duty on the part of CITY to exercise this right for the benefit of SIEMENS or any other person or entity.

5.15 <u>Performance and Payment Bonds</u>.

A. In accordance with the provisions of section 255.05, Florida Statutes, SIEMENS shall provide to the CITY, on forms furnished by CITY or substantially similar as approved by the City, a 100% Public Construction Bond ("Bond") in an amount not less than the total Contract Sum by a Surety Company acceptable to the CITY. The Bond shall incorporate by reference the terms of the Contract Documents in its entirety and include Banc of America Capital Corp as co-obligee. Moreover, SIEMENS agrees that the following language shall be expressly included within the language of its Public Construction Bond (with the CITY identified as the "CITY"):

> "The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract Documents. The Surety waives all rights against CITY and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against CITY for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by CITY as fiduciary."

B. To be acceptable to the CITY, a Surety Company shall comply with the following provisions:

(1) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(3) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

(4) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Proposal is issued.

(5) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

(6) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

(a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

(b) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

C. The cost of the Public Construction Bond shall be at SIEMENS sole cost and expense.

5.16 <u>Startup/Commissioning</u>. SIEMENS will conduct a thorough and systematic performance test of all FIMs and of the Project, and demonstrate that the Project and all FIMs comply with the requirements of the Contract Documents prior to Final Acceptance. SIEMENS will provide to CITY the commissioning plan as soon as possible (but no later than the time set forth herein) subject to CITY's approval, such approval not to be unreasonably delayed or denied. All tests under the commissioning plan shall be scheduled at times convenient to CITY at no additional cost. At least ninety (90) business days prior to the scheduled test, SIEMENS will deliver to CITY a draft commissioning plan for the FIM. CITY may request changes in the draft commissioning plan for each FIM, provided SIEMENS is provided with a written description of the changes at least ten (10) days prior to the scheduled test. The CITY will have the right to designate representatives to be present at any or all such tests including representatives of the manufacturers of the FIMs. SIEMENS, or its Subcontractor(s), must correct or adjust all deficiencies in operation of the FIMs identified during the course of the tests described in this Section. SIEMENS will provide to CITY a description of the ongoing training requirements for the Facilities' operations and maintenance personnel necessary to maintain proper FIM performance after Final Acceptance.

Article 6
Other Services and Requirements of Siemens

6.1 <u>Professional Standard</u>. SIEMENS will perform, or cause to be performed, all of the Services with that degree of skill, care and diligence normally shown by (and generally accepted as being appropriate for) State of Florida recognized design, engineering, and construction professionals performing services and work of a scope, purpose and magnitude comparable with the Services ("***Professional Standard***"). Where the Services require the exercise of professional skill or judgment, SIEMENS will cause it to be performed by professionals competent to do so and licensed by the State of Florida in the applicable discipline, if such licensure is required by law. SIEMENS will furnish efficient administration, supervision, and superintendence of all Services and will use every effort to complete the Services in an expeditious and economical manner consistent with the interests of CITY.

6.2 **Contract Documents**. SIEMENS hereby covenants and agrees that it will duly and properly perform the Services and implement the Project in accordance with the Contract Documents. Unless otherwise provided in the Contract Documents, SIEMENS will provide and pay for labor, materials, tools, equipment and machinery necessary for the proper execution and completion of the Services. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Services including, without limitation, all items and services which are consistent with, reasonably contemplated by, or reasonably inferable from the Contract Documents as being within the scope of the Project, whether or not such items and services are specifically mentioned therein. The Contract Documents are complementary, and what is required by one shall be binding as if required by all.

6.3 **Subcontractors**. At least thirty (30) days prior to any Work, SIEMENS will furnish in writing to CITY for its approval the names of the Subcontractors to whom SIEMENS plans to award any portion of the Services. Contracts between SIEMENS and its Subcontractors must require each Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to SIEMENS by the terms of the Contract Documents, and to assume toward CITY all the obligations and responsibilities which SIEMENS, by the Contract Documents, assumes toward CITY, including without limitation any insurance and bond requirements. SIEMENS will be responsible to CITY for acts and omissions of the Subcontractors, their agents and employees, and any other persons performing portions of the Services, and for any damages, losses, costs, and expenses resulting from such acts or omissions, to the same extent as SIEMENS is responsible to CITY for its acts and omissions under this Agreement.

6.4 **SIEMENS' Key Personnel**. The Designated SIEMENS Representative shall receive and initiate all communications to and from CITY and be authorized to render binding decisions related to the Services. SIEMENS will not remove any such key personnel from the Project without CITY's prior written consent, which consent will not be unreasonably withheld. If, after execution of this Agreement, CITY reasonably objects to any of SIEMENS' key personnel, SIEMENS will promptly remove such disapproved personnel. If any of SIEMENS' key personnel are removed as provided above, any replacement personnel are subject to the prior written approval of CITY, which approval will not be unreasonably withheld.

6.5 **Taxes**. Unless otherwise provided in the Contract Documents, SIEMENS will pay all federal, state or local sales, consumer, use, and other similar taxes which are legally enacted as of the date of execution of this Agreement, whether or not effective or merely scheduled to go into effect.

6.6 **Compliance with Law**. SIEMENS will comply with and give all notices required by federal, state, county, and municipal laws, ordinances, and regulations bearing on the performance by SIEMENS of the Services. The Parties recognize that a change in law after the Effective Contract Date may result in an Excusable Event under Section 9.6 of this Agreement.

> **6.6.1** SIEMENS will promptly remedy any violation of any law, ordinance, rule, regulation, or order related to SIEMENS' Work that comes to its attention. SIEMENS shall promptly, and in no event later than the close of the next business day following receipt, give notice to CITY by telephone, with confirmation in writing, of receipt by SIEMENS of any information relating to violations of laws, ordinances, rules, regulations, and orders.

6.6.2 SIEMENS, upon best information and belief, represents and warrants to, and covenants with, CITY that as of the Effective Contract Date (i) SIEMENS is currently not, in violation of any laws relating to terrorism or money laundering (collectively, the "***Anti-Terrorism Laws***"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Persons (SDN's OFAC Regulations), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "***USA Patriot Act***"); (ii) neither SIEMENS nor any of its vendors, subcontractors or agents is a "Prohibited Person" which is defined as follows: (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as an SDN on the then-most current list published by OFAC at its official website, http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf or at any replacement website or other replacement official publication of such list, and (2) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) SIEMENS has taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such laws. At any time and from time-to-time during the term, SIEMENS will deliver to CITY within ten (10) days after receipt of a written request therefore, a written certification or such other evidence reasonably acceptable to CITY evidencing and confirming SIEMENS' compliance with this Section.

6.7 **Remedy to Damage** SIEMENS will promptly remedy damage at the Facilities to the extent caused by SIEMENS, a Subcontractor, or anyone directly or indirectly employed by any of them or used by them, or by anyone for whose acts they may be liable.

6.8 **Royalties and License Fees**. If necessary as determined by SIEMENS, SIEMENS will pay all royalties and license fees related to the Services.

6.9 **Publicity**. Within twelve (12) months of Final Acceptance and upon the reasonable request of CITY, SIEMENS will cooperate with and assist CITY in connection with any public relations or publicity relating to the Project, including, without limitation, tours of the Facilities arranged by CITY. Without the prior written consent of CITY, SIEMENS will not disclose details or information relating to the Project or Services to the press, the public, any news-disseminating agency or any other party, except to those parties performing portions of the Services, and then only to the extent required for the performance of the particular portion of the Services being performed.

6.10 **Retention and Inspection of Documents**. SIEMENS and its Subcontractors will furnish CITY with such information as CITY reasonably requests regarding the progress and execution of the Services. SIEMENS will keep careful books and records of all labor, materials, and equipment incorporated in the Work and data and information necessary to support the Performance Guarantee calculations in accordance with generally accepted accounting principles (collectively, "***Records***"). CITY will at all times have access to the Records for the purpose of inspecting and auditing the same, and SIEMENS shall preserve such books and records for a period of at least five (5) years after the date of completion of the Services or the completion of the applicable Annual Period as the case may be or such longer period of time as may be required by Florida's public records laws.

6.11 **Cooperation**. The Parties will cooperate with and assist each other at all times during the Contract Period so as to complete the Services in an efficient, timely, and economical manner. .

6.12 **Financing Contract Requirements**. SIEMENS agrees to provide the parties to any Financing Contract such written information, certificates, copies of invoices, receipts, lien waivers, affidavits, and other like documents as such parties may reasonably request.

6.13 **Exchanged Components**. Exchanged components become the property of SIEMENS except for equipment that the CITY designates will be returned to the CITY, at CITY'S cost, including but not limited to water and electric meters, and Hazardous Materials, which under all circumstances remain the property and responsibility of CITY.

6.14 **Performance Assurance Services.** Commencing upon the Guarantee Date and continuing until the expiration or earlier termination of this Agreement, SIEMENS will perform the Performance Assurance Services under the PASP.

6.15 SIEMENS shall conduct the training program described in Exhibit Q hereto. The training specified in Exhibit Q must be completed prior to Final Acceptance of each FIM. SIEMENS shall provide ongoing training whenever needed with respect to updated or altered Equipment, including upgraded software as defined by the software manufacturer. Such training shall be provided at no additional cost to the CITY.

Article 7
Warranties and FIM Repair and Replacement

7.1 **Warranty**. For the Warranty Period, SIEMENS warrants to CITY that: (i) unless otherwise agreed by the Parties, materials and Equipment furnished to the CITY by SIEMENS pursuant to this Agreement will be of good quality and new; (ii) the Work, including the installation of all Equipment, will be performed in accordance with the Professional Standard and free from faults and defects not inherent in the quality required or permitted; (iii) the materials, Equipment and Work will conform with the requirements of the Contract Documents; and (iv) the Work will be free from any encumbrances, liens, security interests, or other defects in title upon conveyance of title to CITY.

7.2 **Warranty Limitations**.

7.2.1 SIEMENS' warranty excludes remedy for damage or defect to the extent caused by (i) modifications by CITY not approved or executed by SIEMENS or its Subcontractors, (ii) improper or insufficient maintenance or operation that is not in accordance with the CITY's Responsibilities set forth in Exhibit H, or not supervised, directed or completed by SIEMENS or its Subcontractors, or (iii) normal wear and tear.

7.2.2 Repaired or replaced Equipment or Services will be warranted hereunder for one (1) additional Warranty Period.

7.3 **Warranty Period; Installation Period Performance Assurance Services**. The warranty period for the Work ("***Warranty Period***") shall be 365 days running from and after Substantial Completion of each FIM. If applicable for any FIMs (as described in Exhibit A), SIEMENS will: (i) perform the Performance Assurance Services described in Exhibit N commencing upon the Interim

Completion date for each such FIM (if any); and (ii) report to CITY on the results of the inspection and the FIM's performance by no later than sixty (60) days following Final Acceptance.

7.4 **Breach of Warranty**. If, at any time prior to the expiration of the Warranty Period, CITY discovers any failure or breach of SIEMENS' warranties or SIEMENS discovers any failure or breach of SIEMENS' warranties, SIEMENS will, upon written notice from CITY or of its own accord, at SIEMENS' sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the Work and any other property damaged or affected by such failure, breach, or corrective action). SIEMENS will remedy any such failure or breach so, to the extent possible, to avoid disruptions to the operations of CITY and other occupants of the Facilities or Project site. In the event SIEMENS fails to initiate and diligently pursue corrective action within five (5) days of SIEMENS' receipt of CITY's notice or SIEMENS' discovery of the same, CITY may undertake such corrective action at SIEMENS' expense. SIEMENS' obligations under this Paragraph shall be limited to the cost of repair of the defective condition.

7.5 **Manufactures' Warranties**. At Final Acceptance of the Work for a particular FIM, SIEMENS will furnish CITY one (1) original complete set of all manufacturers' warranties, guarantees, parts lists, and literature applicable to the Equipment included in the Work for that FIM (collectively referred to as "***Manufacturers' Warranties***"), completed in favor of CITY. These Manufacturers' Warranties are in addition to and not in lieu of SIEMENS' warranty set forth in Section 7.1, and, except for Direct Purchase Equipment, CITY is entitled to look to SIEMENS for remedy in all cases where SIEMENS' warranty applies regardless of whether a Manufacturer's Warranty also applies. CITY will acknowledge receipt of the sets of Manufacturers' Warranties on the set itself, and SIEMENS will cause six (6) copies of an acknowledged set to be made and furnish them to CITY. All Manufacturers' Warranties will be for applicable periods and contain terms not less favorable to CITY than those terms which are standard for the applicable industries, and will either be issued in the first instance in the name of and for benefit of CITY, or be in a freely assignable form and be assigned to CITY without limitations. SIEMENS will, at no cost, cooperate with and assist CITY in the event CITY must pursue the repair or replacement of equipment in accordance with the Manufacturers' Warranties.

7.6 **Repair and Replacement of FIMs**. If either SIEMENS or CITY finds that a FIM requires repair or replacement, the other Party must be notified and SIEMENS will repair or replace the FIM if required to do so pursuant to its obligation to correct the Work or its warranty obligations under Section 7.1. If SIEMENS is not required to repair or replace the FIM and the Manufacturers' Warranties apply to the FIM requiring repair or replacement, CITY will cause the repair or replacement of the FIM in accordance with the Manufacturers' Warranties with SIEMENS cooperation, if needed. If SIEMENS is not required to repair or replace the FIM and the Manufacturers' Warranties do not apply, SIEMENS and CITY will agree to a schedule for the repair or replacement of the FIM, at CITY's expense and subject to Section 4.11 if applicable, that establishes reasonable timeframes for the engineering, procurement, and construction and installation associated with such work. The Parties will use good faith efforts to agree to any necessary adjustments to the Savings calculations that account for the Savings attributable to the period of time needed to repair or replace the FIM. However, any such adjustments to the Savings calculations are subject to the terms and provisions of Section 4.5.

Article 8
CITY'S Responsibilities; CITY Direct Purchase

8.1 **City Responsibilities.** The CITY, without cost to SIEMENS, shall:

(a) Designate CITY Representatives who shall: (i) make timely decisions for CITY regarding the Work, (ii) respond to SIEMENS' written requests for clarifications and/or information within five (5) business days; and (iii) provide SIEMENS with information sufficient to contact such person in an emergency; provided that, unless otherwise authorized in the Contract Documents, such CITY Representative shall not have the authority to agree to or cause any increase in the Contract Period or Substantial Completion or Final Acceptance of the Work or any change in the Contract Sum;

(b) Coordinate the work of contractors under CITY's sole control so as to cooperate with SIEMENS performing the Services in an efficient manner;

(c) Subject to the requirements of Section 5.11 and Exhibit A, provide SIEMENS reasonable access to CITY Facilities where Work is to be performed so that Work may proceed in an efficient manner;

(d) Reasonably permit SIEMENS to control and/or operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work, subject to CITY operational requirements;

(e) Furnish SIEMENS with available blueprints, surveys, legal descriptions, waste management plans and all other available information pertinent to the Work and any Facility where the Work is to be performed as may be reasonably requested by SIEMENS; provided that SIEMENS shall maintain the confidentiality of such information consistent with Florida's Public Records laws. An executed copy of this Agreement, with its Exhibits, shall be kept and maintained in CITY's files for a period of fifteen (15) years from the Effective Contract Date;

(f) In accordance with Article 12 hereof, promptly notify SIEMENS of all known or suspected Hazardous Materials at the Facility, of any contamination of the Facility by Oil or Hazardous Material, and of any other conditions requiring special care or which may reasonably be expected to affect the Work, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such materials, contamination or conditions;

(g) Provide SIEMENS with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all Hazardous Materials located at any Facility where the Work is to be performed;

(h) Furnish SIEMENS with any contingency plans, safety programs and other policies, plans or programs related to any Facility where the Work is to be performed;

(i) Operate, service and maintain all Equipment in accordance with the maintenance requirements as set forth in Exhibit H, with allowance for normal wear and tear;

(j) Timely comply with all acts required of it in order to achieve the procurement of the Direct Purchase Equipment as set forth in the Direct Purchase list to be provided by SIEMENS;

(k) Except as otherwise provided herein, promptly provide SIEMENS written notice of any system malfunctions or building alterations that may affect the Equipment or energy/utility usage or any Services.

8.2 **Control of Facilities.** The CITY acknowledges that it is now and shall at all times remain in control of the Facilities. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to CITY's activities or operations, CITY's other contractor(s), the work of any other person or entity, or Facility conditions. SIEMENS shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of CITY or others at a Facility, except as such health or safety conditions may arise as a result of the Work. So as not to discourage SIEMENS from voluntarily addressing health or safety issues while at a Facility, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise in writing to the CITY, CITY shall not hold, or attempt to hold, SIEMENS liable or responsible on account thereof, unless they are expressly included in this Agreement as SIEMENS' responsibility.

8.3 **CITY Direct Purchase.** Pursuant to Section 212.08(6) of the Florida Statutes and the Fla. Admin. Code Ann. R. 12A-1.094 and 12A-1.038, the Parties agree to the following procedure regarding CITY's direct-purchase from vendors of certain Equipment to be used in the Project:

8.3.1 The CITY reserves the right, at the CITY's option, to direct purchase Equipment involved in the Project, including subcontracts, if any ("***Direct Purchase***") so as to save the sales tax which would otherwise have been due with regard to the same. SIEMENS and its Subcontractors shall comply with the CITY's direct purchase procedures, including but not limited to those listed below.

8.3.2 Within 30 days of the Effective Contract Date, SIEMENS will present a list of Direct Purchase Equipment for CITY's consideration. As part of SIEMENS' submittal package prepared as part of the Design & Engineering Documents, SIEMENS will include the recommended vendors' name; the price quotes from all vendors provided to SIEMENS for all of the potential Direct Purchase Equipment, and any terms and conditions SIEMENS has negotiated with the recommended vendors. CITY will then inform SIEMENS as to which Equipment it will direct purchase. In the event CITY fails to exercise its option to Direct Purchase Equipment and identify which Equipment is to be purchased by the CITY within forty-five (45) calendar days of receipt of the list from SIEMENS, CITY shall waive its right to Direct Purchase any and all Equipment to be used in completion of the Work.

8.3.3 SIEMENS is responsible for selecting each Direct Purchase vendor, subject to CITY approval. SIEMENS is responsible for specifications, material receipt, inspecting shipments, and assuring that the Equipment is in accordance with SIEMENS specifications. SIEMENS is also responsible for providing the CITY with enough advance notice of when the Direct Purchase Equipment will need to be ordered and delivered. In absence of SIEMENS' receipt of a written

notice of CITY's disapproval of a vendor within forty-five (45) calendar days of CITY's receipt of the vendor/material list referenced in 8.3.2, CITY shall be deemed to have waived any and all objections thereto.

8.3.4 SIEMENS retains all responsibility for installing all Equipment relating to the Project and for maintaining the Construction Schedule so long as CITY timely orders and pays for the correct Direct Purchase Equipment. The CITY's Direct Purchase mechanism to effectuate tax savings in no way effects the obligation of SIEMENS to meet all of the terms and conditions and all provisions and technical specifications of the Contract Documents. SIEMENS shall be responsible for insuring all Equipment once the Equipment is in its care, custody and control, regardless of whether directly purchased by CITY or not.

8.3.5 The CITY will issue a direct purchase order to the vendor of Direct Purchase Equipment at the price proposed in SIEMENS' or its Subcontractor's bid, less sales tax. The CITY will promptly send a copy of the issued purchaser order to SIEMENS.

8.3.6 It will be SIEMENS' primary responsibility to properly expedite and follow up on Direct Purchase orders, thereby assuring delivery of the Equipment as ordered and at the time and place needed by SIEMENS to complete the Work in accordance with the Construction Schedule. To the extent required by SIEMENS, CITY shall cooperate with all requests of SIEMENS related to the expedition of and follow up on Direct Purchase orders.

8.3.7 SIEMENS shall take delivery, unload, and install the Equipment purchased on the Direct Purchase order in accordance with the bid, and work with the vendor to repair, replace, and make good any defect without cost to the CITY, until such time as the Work has been completed and accepted by CITY in accordance with the Contract Documents. CITY, with assistance from SIEMENS, will be responsible for undertaking and completing any returns of Direct Purchase Equipment, and working with the vendor to effectuate any warranties for defective Equipment, or resolving any problems related to the Direct Purchase Equipment. Any returns not replaced shall be credited to CITY and acknowledged by a supplement to the Direct Purchase order and, if applicable, amendment to the Contract Sum. SIEMENS shall not be responsible for warranting the Direct Purchase Equipment to the CITY, however, SIEMENS shall be responsible for facilitating the vendor's warranty of the Direct Purchase Equipment and SIEMENS shall be responsible for warranting the Work to install and/or incorporate the Equipment. SIEMENS shall maintain records of all Direct Purchases received and incorporated into the Work and provide CITY with a monthly accounting until all Direct Purchase items are received and accepted for inclusion in the Project.

8.3.8 When delivery of a Direct Purchase order is complete, or a payment is to be made on a partial shipment, SIEMENS will timely submit to CITY the documentation supporting the Equipment received. Invoices for Direct Purchase orders will be sent by the Direct Purchase vendor directly to CITY's Finance Department, with all such invoices addressed to and in the name of CITY. CITY's Finance Department will forward invoices to the CITY Representative. The CITY Representative will forward to SIEMENS to verify delivery and sign the invoice and associated documentation supporting the amount of the payment. CITY will make timely payment to all vendors in compliance with each vendor's payment procedures. CITY will take title to all Equipment ordered through Direct Purchase upon at the time of purchase. SIEMENS

will assist CITY in assuring prompt payment by supplying the vendor's FEI numbers, addresses, phone numbers, etc. All payments will be made in accordance with the Florida Prompt Payment Act.

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Article 9
Changes and Delays

9.1 **Minor Changes in the Work**.

9.1.1 CITY REPRESENTATIVE may issue written field orders which interpret this Agreement or order minor changes consistent with SIEMENS' Work and not involving an adjustment in the Guaranteed Savings, Cost of Services, Contract Sum or a change in the Scheduled Completion Dates. SIEMENS will carry out such field orders promptly in the event SIEMENS agrees in writing that the field order will not impact Guaranteed Savings, Contract Sum or the Scheduled Completion Dates.

9.1.2 Either Party may request minor additions, deletions, modifications or changes to the Work. Any such requests shall only become effective upon execution of a written agreement by both Parties. SIEMENS may, with CITY's reasonable written pre-approval, substitute alternative parts, goods or equipment in the performance of the Work, provided that any such substitution shall be of an equal or better quality**.** However, any additions, modifications, substitutions, or changes to the Work which modify the Contract Sum, Scheduled Completion Dates, or Guaranteed Savings under this Agreement may only be accomplished by Change Order in accordance with Section 9.2.

9.2 **Change Orders**. The Parties may agree to various additions, deletions, or other revisions in the Services, in which event the Contract Sum, PASP payments, Guaranteed Savings, and/or the Scheduled Completion Dates, as the case may be, will be adjusted by Change Order as hereinafter provided. CITY and SIEMENS shall agree upon the changes to the Contract Sum, PASP payments, Guaranteed Savings and/or Scheduled Completion Dates as a result of the proposed change and document such agreement in a proposed Change Order setting forth any and all changes. If SIEMENS and CITY cannot reach agreement on the terms for the Change Order, and SIEMENS is willing to perform the change, then: (a) CITY may issue a Change Order directing SIEMENS to commence such changes in the Work, and (b) the payment to SIEMENS shall consist of the actual costs and savings of performing the Work attributable to the change, plus fifteen percent (15%)for overhead and profit. In no event will changes in the Services be made without a written Change Order signed and agreed to by both Parties, and SIEMENS will be solely responsible for any changes it performs which have not been approved in a written Change Order signed by CITY. Change Orders which propose to increase or decrease the Contract Sum, PASP services and/or Guaranteed Savings by $25,000 or less, may be executed by the CITY Manager on behalf of the CITY. Change Orders which propose to increase or decrease the Contract Sum and/or Guarantee Savings by more than $25,000 require CITY Commission approval and require at least thirty (30) days' lead time in order for the Change Order to be presented to the CITY Commission for public review and approval. Change Orders which propose to only make changes in the Scheduled Completion Dates, which do not impact other aspects of the Project, financing or Savings to the CITY, may be approved by the CITY Manager on behalf of the CITY. All other Change Orders not

specifically described herein shall require CITY Commission approval. No Change Order shall be effective until approved in accordance with this Article.

9.3 **Concealed Conditions**. Prior to significantly disturbing the same, SIEMENS shall immediately notify the CITY Representative if it encounters any conditions at a Facility which SIEMENS believes are Concealed Conditions. Following such notification, the CITY Representative or designee will review the conditions and determine whether or not such conditions are Concealed Conditions. If the conditions are determined to be Concealed Conditions and the Concealed Conditions cause an increase in SIEMENS' cost of, or time required for, performance of any part of the Work, SIEMENS and CITY shall agree, by Change Order, on how to proceed and the extent of any adjustment to the time required for performance of the Work, to the Contract Sum and any other impacts on the Contract Documents.

9.4 **Extension of Scheduled Completion Dates**. SIEMENS hereby acknowledges that the Work under the Contract Documents will be performed in occupied buildings and that such occupancy has been factored into the establishment of the Contract Sum and Contract Period. Accordingly, no proposed Change Order from SIEMENS arising out of the normal operations and occupancy of the Facilities shall be considered by CITY. CITY represents that it has provided SIEMENS with accurate operating hours for the Facilities and to the extent that CITY materially alters said operation hours, SIEMENS shall be entitled to an equitable adjustment of the Construction Schedule. If SIEMENS is delayed at any time in progress of the Work by changes ordered in the Work by the CITY or by an Excusable Event, then the Scheduled Completion Dates will be extended by Change Order provided that: (i) SIEMENS has notified CITY in writing of such delay within three (3) business days following the date when SIEMENS becomes aware, or should have become aware through the exercise of reasonable diligence, of such delay; (ii) SIEMENS has taken all reasonable steps to avoid any such delay (including its continuance); and (iii) such delay adversely affects the critical path of the Work. Otherwise, SIEMENS will not be entitled to an extension of the Scheduled Completion Dates for any delays in the progress of the Work.

9.5 **Equitable Adjustment of Contract Sum for Excusable Event.** Except as the result of a Change Order as permitted by Section 9.2, an increase in the Contract Sum will only be granted under the following circumstances:

(i) SIEMENS' cost of performing the Work demonstrably increased because of the occurrence of an Excusable Event described in Section 9.6, paragraphs (a), (b), (c), or (d); and SIEMENS notified CITY of the Excusable Event via written notice within five (5) business days following the date when SIEMENS and/or its Subcontractors and/or persons utilized by them in performing the Work became aware, or should have become aware through the exercise of reasonable diligence, of the Excusable Event, which written notice described SIEMENS' efforts (or planned efforts) undertaken to overcome or remove the Excusable Event and to minimize the potential adverse effect on the cost for performance of the Work resulting from such Excusable Event;

(ii) Reserved.

(iii) SIEMENS, its Subcontractors and all persons utilized by them in the performance of the Work took all reasonable steps to avoid the Excusable Event;

(iv) SIEMENS made a written request for an increase in the Contract Sum to CITY within five (5) business days after the cessation of such Excusable Event specifying the additional cost SIEMENS believed it incurred as a result of such event and provides detailed documentation to support such additional costs; and

(v) SIEMENS demonstrates, to the reasonable satisfaction of CITY, that the Excusable Event did in fact cause an increase in SIEMENS' cost of performing the Work.

SIEMENS' compliance with this Section is a condition precedent to receipt of an increase in the Contract Sum as the result of an Excusable Event. In the event of a failure to comply with this Section, SIEMENS shall not be entitled to an increase in the Contract Sum and shall be deemed to have waived any future claim relating to such Excusable Event. Upon satisfaction by SIEMENS of the terms and conditions in the preceding subsections, CITY and SIEMENS will use good faith efforts to agree on the extent to which SIEMENS' costs for performing the Work have been increased as a result of any such Excusable Event. Once the Parties have mutually agreed as to SIEMENS' increased cost, they shall also determine whether the increase in the Contract Sum affects any other aspects of the Project and Contract Documents, including without limitation, the Savings. Once an agreement has been reached regarding the increase in the Contract Sum and any other affected aspect of the Project and Contract Documents, the Parties shall enter into a Change Order reflecting their agreement with the Change Order to be approved by the appropriate approval authority for the CITY.

9.6 **Excusable Events**. The occurrence of any of the following events shall constitute an Excusable Event:

(a) Delays resulting from the acts or omissions of CITY which arise from circumstances beyond the reasonable control and without the fault or negligence of SIEMENS, its Subcontractors, or other person employed or used by them or for whom they may be liable;

(b) CITY's failure to Direct Purchase equipment or materials by the dates reasonably provided by SIEMENS except in the event SIEMENS fails to provide the CITY with reasonable notice of such Direct Purchase dates

(c) The discovery of any Concealed Conditions, Hazardous Materials, or Mold in the Facilities (unless the Hazardous Materials or Mold are introduced to the Facilities by SIEMENS, its Subcontractors, or any person they utilize in the performance of the Work);

(d) The occurrence of a change in law directly impacting the Construction Schedule or Contract Sum, provided that a change in any income tax law or any law by which a tax is levied or assessed on the basis of SIEMENS' income, profits, revenues or gross receipts shall not be an Excusable Event; or

(e) Any of the following acts, events, conditions or occurrences to the extent that the same are beyond SIEMENS', its Subcontractors' and other persons they utilize to perform the Work, reasonable control, which could not have been either foreseen or avoided by the exercise of due diligence, and which has an adverse effect on SIEMENS', its

Subcontractors' and other persons they utilize to perform the Work, ability to perform the Work: adverse weather conditions not reasonably anticipatable, war, civil commotion, strikes, lockouts, riots, explosions, quarantine restrictions, acts or omissions of government authorities other than the CITY, unusual delays in transportation, or unusual shortage of vehicles, fuel, labor or materials.

(d) Any increase in the quantity of water meters or street lights actually installed by SIEMENS as compared to the quantities set forth in Exhibit A.

Article 10
Compensation and Terms of Payment

10.1 <u>Compensation to SIEMENS</u>.

10.1.1 Subject to Section 10.1.2, the CITY will pay SIEMENS for the due, proper, and complete performance of the Services as required hereunder and for the due performance of all other obligations and duties imposed upon this SIEMENS pursuant to this Agreement, the following amounts:

(a) SIEMENS' compensation for the Work shall be the "***Contract Sum***" and is set forth in Exhibit D.

(b) In addition to the Contract Sum, during the Guarantee Period, CITY will make annual payments to SIEMENS for the Guarantee Period Services in the amounts and on or before the dates set forth in <u>Exhibit D.</u> In addition, the CITY will make annual payments to Tantalus Systems, Inc., and N. Harris Computer Corporation for annual support, maintenance and software upkeep as detailed in Exhibit H.

10.1.2 The Contract Sum does not include the Direct Purchase Equipment. The compensation to SIEMENS set forth in Section 10.1.1 is subject to additions and deductions by Change Order.

10.2 <u>Environmental Incentives</u>. CITY will own, and may assign or sell in its sole discretion, all right, title, and interest associated with Environmental Incentives. Environmental Incentives will not be included within any calculation of Savings or otherwise reduce SIEMENS' responsibility for achieving the Guaranteed Savings.

10.3 <u>Installation Period Payments</u>.

10.3.1 The total of all payments for the Work performed during the Installation Period shall constitute the Contract Sum.

10.3.2 Within fifteen (15) business days after the Effective Contract Date, SIEMENS must submit to CITY a "***Schedule of Values***" that lists in detail the estimated value of each activity included in the Contract Sum for the Work. The Schedule of Values must be prepared in form and substance reasonably acceptable to CITY. Following written approval of the Schedule of Values by the CITY, which approval shall not be unreasonable withheld or delayed, progress payments shall be made to SIEMENS monthly based on the percentage completion of Work delineated on the Schedule of Values during the prior month.

10.3.3 Payments may be withheld to the extent of, and on account of (1) defective Work not remedied in accordance with Section 5.14, or Services not in accordance with the Contract Documents; (2) claims filed by third parties; (3) after receipt of progress payments from CITY, the failure of SIEMENS to make payments promptly to its Subcontractors; (4) persistent failure to carry out the Services in accordance with the Contract Documents; (5) material failure by SIEMENS to perform its obligations under the Contract Documents; or (6) an uncured default by SIEMENS under the Contract Documents. The CITY shall promptly notify SIEMENS in writing of any reason for withholding payment.

10.3.4 During the Installation Period, the CITY will withhold ten percent (10%) of each payment to SIEMENS as retainage until fifty percent (50%) of the Work is completed in accordance with the Construction Schedule. Upon fifty percent (50%) of the Work being completed in accordance with the Construction Schedule, the CITY will withhold only five percent (5%) of each payment to be made to SIEMENS as retainage. Upon written request from SIEMENS after fifty percent (50%) of the Work is completed in accordance with the Construction Schedule, , the CITY's Representative may agree in writing to release a portion of the retainage to SIEMENS in an amount not to exceed fifty percent of the total retainage amount. Except as otherwise provided in this Agreement or by law, the retainage shall be released upon Final Acceptance of the Project.

10.4 **Installation Period Payment Requests**. During the Installation Period, SIEMENS shall submit a request for payment accompanied by the following, all in form and substance reasonably satisfactory to CITY (collectively referred to as "***Payment Request***"):

(a) A duly executed and acknowledged SIEMENS' certification showing all Subcontractors with whom SIEMENS has entered into subcontracts, the amount of each subcontract, the amount requested for any Subcontractor in the invoice and the amount to be paid by SIEMENS, together with similar certifications from all Subcontractors;

(b) Duly executed waivers of mechanics', materialmen's and construction liens from SIEMENS and all Subcontractors. The final invoice for the Contract Sum shall be accompanied by final and full waivers of lien from all parties entitled to receive payment in connection with the Work; and

(c) Such other documents and information as may be necessary or as may be reasonably requested by CITY to verify satisfactory completion of the Work covered by such invoice, including but not limited to, a detailed schedule showing the percentage of completed Work.

(d) All Payment Requests shall be submitted to the CITY Representative for review and approval which approval shall not be unreasonably withheld or delayed.

10.5 **Payment Due Date**. Payments during the Installation Period shall be made by the CITY in accordance with section 218.735, Florida Statutes (for construction services under the "Local Government Prompt Payment Act"). If the CITY notifies SIEMENS that the CITY's Representative must approve the Payment Request, the payment due date shall be as set forth in section 218.735(1)(a);

otherwise the payment due date shall be as set forth in section 218.735(1)(b). Payment to SIEMENS by the CITY for all other Services shall be thirty (30) days after the receipt of a Payment Request.

Final Payment. Upon final completion and Final Acceptance of the Work in accordance with this Agreement (including the completion of all Punch List items) and final inspection by the appropriate agency with jurisdiction over the Project, SIEMENS shall submit a "Final Invoice" to the CITY. The Final Invoice certifies that all Work and the Project have been properly completed and all charges have been invoiced to the CITY. Since the FINAL INVOICE will close the CITY's account, any and other further charges if not properly included in the Final Invoice are waived by SIEMENS. If SIEMENS' Final Invoice is approved as set forth above, the CITY shall pay the remainder of the Contract Sum including any amount held as retainage. Notwithstanding the foregoing, the CITY shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the CITY. Final payment shall not become due until SIEMENS and all of its subcontractors submit to the CITY releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project. Acceptance of final payment by SIEMENS and/or its Subcontractor shall constitute a waiver of claims by that payee except those previously made in writing to the CITY and identified by that payee as unsettled at the time of Final Invoice.

10.6 Punch List Items. In the event that SIEMENS has not completed or corrected all Punch List items at the time of submission of its Final Invoice, final payment will not be made by CITY to SIEMENS. If SIEMENS does not complete the Punch List items within thirty (30) days, CITY may complete the Punch List items out of retainage amounts withheld or other amount withheld and then pay SIEMENS any remaining funds.

10.7 Liens Filed Against the Work. Provided that SIEMENS has been paid by CITY all sums then due to SIEMENS pursuant to the Contract Documents, SIEMENS shall not voluntarily permit any laborer's, materialmen's, mechanic's, or other similar liens to be filed or otherwise imposed on any part of the Work or the Facilities or property on which the Work is performed. If any laborer's, materialmen's, mechanic's, or other similar lien or claim thereof is filed or otherwise imposed against any part of the Work or the Facilities or property, SIEMENS, within thirty (30) days of the filing of such lien or other imposition thereof, shall cause such lien to be released or otherwise discharged, except as to liens which SIEMENS is contesting in good faith by appropriate action diligently pursued, provided SIEMENS has notified CITY of the nature of such lien and informed CITY of the type of action being pursued by SIEMENS and, if requested by CITY, has provided CITY with a bond satisfying the requirements of the laws of Florida sufficient to cover such claim (or cause the surety to acknowledge in writing that the lien claim is covered by the payment bond) in the event SIEMENS is unsuccessful in contesting same or has made other arrangements satisfactory to CITY. If, however, SIEMENS, within the aforesaid thirty (30) day period, does not cause such lien either to be released and discharged forthwith or contests same in the manner provided hereinabove, then CITY may deduct 150% of the amount of the lien claim from the next progress payment until SIEMENS has caused such lien to be released and discharged or otherwise contested the same in the manner provided hereinabove.

Article 11
Insurance and Allocation of Risk

11.1 <u>SIEMENS' Insurance</u>. SIEMENS shall maintain throughout the Contract Period, at SIEMENS' sole expense, the following insurance coverage from insurance companies and in a form reasonably satisfactory to CITY. During the Guarantee Period, the insurance coverage may be reduced to a level deemed necessary by CITY, in its reasonable discretion, to protect CITY from liability for acts or omissions of SIEMENS and risk and indemnities assumed by SIEMENS during the performance of the remaining Services. SIEMENS will promptly respond to CITY inquiries regarding scope of coverage under the policies. SIEMENS shall promptly furnish CITY with certificates of insurance evidencing the coverage required hereunder, and will not commence any Work or Services until such insurance is maintained. The insurance coverage shall add CITY and the lender providing financing for the Project as "Additional Insured" to each policy, other than Workers' Compensation and Professional Liability, and shall require notice to the Additional Insured at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. If SIEMENS fails to furnish and maintain the insurance required by this Section, CITY may purchase such insurance on behalf of SIEMENS and SIEMENS will pay the cost thereof to CITY upon demand or the CITY may withhold such amount from any payment required to be made to SIEMENS.

(a) Workers' Compensation at the statutory amounts and limits as prescribed by applicable law.

(b) Employer's Liability insurance (and, where applicable, Stop Gap extended protection endorsement) limits of liability shall be:

- $1,000,000 per occurrence
- $1,000,000 Disease Policy
- $1,000,000 Each Employee

(c) SIEMENS shall carry, in the Occurrence Coverage Form, Comprehensive General Liability or Commercial General Liability, insurance covering SIEMENS' operations and providing insurance for bodily injury and property damage with limits of liability stated below and including coverage for

- Products and Completed Operation
- Contractual Liability insuring the obligations assumed by SIEMENS in this Agreement
- Broad Form Property Damage (including Completed Operations)
- Explosion, Collapse and Underground Hazards
- Personal Injury Liability:

  Limits of liability shall be $1,000,000 per occurrence/aggregate

- SIEMENS shall carry Automobile Liability Insurance in the Occurrence Coverage Form covering all owned, hired and non-owned automobiles and trucks used by or on behalf of SIEMENS providing insurance for bodily injury liability and property damage liability for the limits of $1,000,000 per occurrence/aggregate

(d) SIEMENS shall carry Excess Liability Insurance in the Occurrence Coverage Form with limits of $5,000,000 per occurrence/aggregate

(e) SIEMENS shall carry $1 million in Professional Liability written on a "claims made" basis.

11.2 The insurance coverage afforded under the policies described in Section 11.1 shall be primary and non-contributing with respect to any insurance carried independently by the CITY or any other Additional Insured. CITY and SIEMENS waive all rights against each other and any of their Subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by the insurance required by this section and for any other property insurance applicable to the Work, but only to the extent of the actual recovery of property insurance proceeds. Notwithstanding the foregoing, the preceding waiver shall not be operative in any case where the effect of such waiver is to invalidate property insurance coverage or the right of the insured to recover thereunder. All policies specified in Section 11.1 shall have a waiver of subrogation endorsement in favor of the CITY and any other Additional Insured. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3 **Damage and Destruction**. CITY is not liable for damage or destruction to the Work and/or to (a) any tools owned by SIEMENS, its Subcontractors or persons utilized by them in the performance of the Work or Services, (b) any tools, equipment, scaffolding, staging, towers, and forms used or rented by SIEMENS, its Subcontractors or persons utilized by them in the performance of the Work, which is not clearly included in the Contract Sum, and (c) any structures erected for housing or convenience of SIEMENS, its Subcontractors or persons utilized by them in the performance of the Work, caused by, but not limited to, the following: fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism, theft or malicious mischief.

11.4 **Risk of Loss**. Risk of loss of Equipment furnished by SIEMENS shall, regardless of passage of title, remain with SIEMENS until release of care, custody and controlof each FIM. For Direct Purchase Equipment, risk of loss shall remain with CITY unless damage to Direct Purchase Equipment is due to acts or omissions of SIEMENS, its Subcontractor(s) or others utilized by them in the performance of the Work. Notwithstanding the CITY's risk of loss for any Equipment after release of care, custody and control to CITY of each FIM, SIEMENS shall nevertheless remain liable for any loss or damage to the Project which is caused in whole or in part by SIEMENS, a Subcontractor, or any other individual or entity for whom SIEMENS or its Subcontractor employs or utilizes or for whom they are liable.

11.5 **SIEMENS Indemnification; Limitation of Liability; Notice and Defense of Claims**.

SIEMENS agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of SIEMENS, its agents, officers, Subcontractors, employees, or anyone else utilized by SIEMENS or its Subcontractors in the performance of the Work and/or Services under

the Contract Documents. SIEMENS' liability hereunder shall include all attorney's fees and costs incurred by the City (at all trial and administrative levels) in the enforcement of this indemnification provision. This includes claims made by the employees of SIEMENS or its Subcontractors, or persons utilized by them in the performance of the Work and/or Services against the City and SIEMENS hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, SIEMENS shall assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at SIEMENS' expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving SIEMENS of any of its obligations hereunder. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. SIEMENS expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the this Agreement shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes or otherwise under applicable law.

11.5.2 UNLESS CONTRARY TO APPLICABLE LAW, IN NO EVENT SHALL THE CITY OR SIEMENS BE LIABLE UNDER THIS INDEMNITY OR OTHERWISE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS, HOWEVER CAUSED, EVEN IF SIEMENS OR THE CITY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, SIEMENS' AGGREGATE LIABILITY TO CITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY EQUIPMENT OR SERVICES FURNISHED UNDER THIS AGREEMENT BY SIEMENS, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO $22,964,000.00.

11.5.3 Notice and Defense of Claims.

(a) Promptly after receipt by CITY of any claim or notice of the commencement of any action, administrative or legal proceeding as to which the indemnity provided for in this Section 11.5 applies, CITY shall notify SIEMENS in writing of such fact. SIEMENS shall assume on behalf of CITY and conduct with due diligence and in good faith the defense thereof with counsel reasonably satisfactory to CITY; provided, that CITY shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both CITY and SIEMENS and CITY shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with,

those available to SIEMENS, CITY shall have the right to select separate counsel to participate in the defense of such action on its own behalf at CITY's expense.

(b) If any claim, action, or proceeding arises as to which the indemnity provided for in this Section 11.5 applies, and SIEMENS fails to, after receipt of written notice of a valid request, timely assume the defense of such claim, action, or proceeding, then:

(i) CITY may at SIEMENS' expense contest such claim, action, or proceeding. All costs and expenses (including reasonable attorney's fees at all administrative, trial and appellate levels) incurred by CITY in connection with any such contest shall be paid by SIEMENS with interest thereon promptly following demand therefore; and

(ii) CITY may settle such claim, action, or proceeding if, in the written opinion of CITY's counsel, such claim is meritorious, with SIEMENS remaining obligated to indemnify CITY under this Section 11.5.

11.6 <u>Patents and Copyrights</u>.

(a) If SIEMENS is promptly provided notice and reasonably provided with requested given authority information and assistance in a timely manner from the CITY, SIEMENS will, at its own expense, indemnify and defend the CITY against any suit or proceeding brought against CITY in so far as the same is based on, related to or arises out of an allegation that any Work and/or Services (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright. SIEMENS will pay all the damages and costs (including without limitation attorney's fees at all administrative and trial levels) awarded in any such suit or proceeding. SIEMENS will not be responsible for any settlement of such suit or proceeding made without its prior written consent.

In case the Work and/or Services, or any parts thereof, is held to constitute infringement or its use by CITY is enjoined as a result of a legal suit or proceeding, SIEMENS will, at its option and its own expense, either: (i) promptly procure for CITY the right to continue using said Work and/or Services; (ii) promptly replace the Work and/or Services with substantially equivalent non-infringing Work and/or Services with no detrimental impact on the Guaranteed Savings and other benefits to CITY under this Agreement; or (iii) promptly modify the Work and/or Services so it becomes non-infringing, provided such modification has no detrimental impact on the Guaranteed Savings and other benefits to CITY under this Agreement.

(b) SIEMENS will have no duty or obligation to CITY under Section 11.6(a) to the extent that the Work and/or Services are: (i) modified by CITY or its contractors after delivery in a manner not approved, contemplated by, or directed by SIEMENS or its Subcontractors hereunder or persons utilized by them; or, (ii) combined by CITY or its contractors with items not furnished hereunder in a manner not approved, contemplated by, or directed by SIEMENS or its Subcontractors hereunder or persons utilized by them, and by reason of said design, instruction, modification or combination by CITY, a suit is brought against CITY.

(c) THIS SECTION 11.6 IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF THE CITY RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS. Compliance with Section 11.6 as provided herein shall constitute fulfillment of all liabilities of the Parties under the Agreement with respect to the intellectual property indemnification.

11.7 **Allocation of Risk**. The Parties acknowledge that the price for which SIEMENS has agreed to perform the Work and Services under this Agreement was calculated based upon the foregoing allocations of risk, and that each Party has expressly relied on and would not have entered into this Agreement but for such allocations of risk.

Article 12
Hazardous Materials Provisions

12.1 The Work to be performed by SIEMENS includes the proper removal and disposal of charged Freon contained in the split DX units, Thru Wall Units and Rooftop Units being replaced to the extent necessary to install and complete the Project ("***Refrigerant Removal***"). The Refrigerant Removal must be performed in accordance with the standards set forth in Section 608 of the Clean Air Act of 1990, as amended, and all regulations promulgated pursuant to Section 608 of the Clean Air Act, and the other terms and provisions of this Agreement. SIEMENS must perform the Refrigerant Removal according to safe and approved protocols and procedures, utilize only fully qualified and licensed personnel for such Work, and sequence and perform such Work to minimize the potential for environmental contamination of the Facilities.

12.2 Other than Refrigerant Removal, the Work does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any Facility at which Work is performed and any soil or groundwater at the Facility by petroleum or petroleum products (collectively called "***Oil***"), asbestos, PCBs or hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA, CERCLA or any other federal, state or local environmental laws, regulations, statutes, rules, standards or ordinances (collectively called "***Hazardous Materials***"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, and refrigerant (other than refrigerant subject to Refrigerant Removal). Except as expressly disclosed pursuant to Section 12.3 and which are Concealed Conditions**,** CITY represents and warrants that, to the best of its knowledge following due inquiry, there are no Hazardous Materials or Oil present where the Work is to be performed.

All Services have been priced and agreed to by SIEMENS in reliance on CITY's representations as set forth in this Article. The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a Facility where SIEMENS is to perform Work, or of contamination of the Facility by Oil or Hazardous Materials not previously disclosed pursuant to Section 12.3, shall entitle SIEMENS to suspend the Work immediately, subject to mutual agreement of terms and conditions applicable to any further Work and subject to a Change Order to address further Work and any delays caused.

12.3 The CITY warrants that, prior to the execution of the Agreement, it notified SIEMENS in writing of any and all Oil or Hazardous Materials, to the best of its knowledge following due inquiry, known to be present, reasonably likely to be present or reasonably likely to become present at the Facilities and provided a copy of any Facility safety policies and information, including but not limited to lock-out and tag procedures, chemical hygiene plan, material safety data sheets, and other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

12.4 Except as otherwise provided in Section 12.1 for Refrigerant Removal, regardless of whether Oil or Hazardous Material was disclosed pursuant to Section 12.3, CITY shall be solely responsible for properly testing, abating, encapsulating, removing, disposing, remedying or neutralizing any Oil or Hazardous Materials encountered during the performance of the Work, and for the costs thereof. Except as otherwise provided in Section 12.1 for Refrigerant Removal, even if an appropriate Change Order has been entered into pursuant to Article 9, SIEMENS shall have the right to stop the Work until the Facility is free from Oil or Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete the Work, and may be entitled to compensation for delays caused by Oil or Hazardous Materials remediation in accordance with Section 9.5.

Except as otherwise provided in Section 12.1 for Refrigerant Removal, in no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. The CITY shall sign any required waste manifests in conformance with all government regulations, listing CITY as the generator of the waste. If someone other than CITY is the generator of the waste, CITY shall arrange for such other person to sign such manifests.

12.5 For purposes of this Article 12, in the context of the phrase "to the best of its knowledge following due inquiry"; "knowledge" means actual awareness of the facts by the Parties' directors, officers, employees or agents, or the presence of relevant information contained in Parties' books or records; and, "due inquiry" means inquiry of those persons under the Parties' control who should have knowledge of the subject matter of such inquiry.

12.6 If SIEMENS encounters material in the Facilities reasonably believed to be Oil, Hazardous Material, or Mold that has not been identified in the Contract Documents, SIEMENS must immediately stop Work in the area affected and report the condition to CITY Representative in writing and by telephone or in person. The CITY or its consultants will verify the presence or absence of the Oil, Hazardous Material, or Mold reported by SIEMENS and, if the Oil, Hazardous Material, or Mold is found to be present, develop a plan for identifying and handling the Oil, Hazardous Material, or Mold. If no plan is in place, SIEMENS will be excused from further Work in the Facility until a licensed remediation firm certifies the absence of Oil, Hazardous Material, or Mold, or that any Oil, Hazardous Material, or Mold has been rendered harmless.

12.7 Notwithstanding anything to the contrary set forth in this Article 12, if any Oil or Hazardous Materials are introduced to the Facilities after the Effective Contract Date by SIEMENS, its Subcontractors, and any person they utilize, or if any Mold occurs within the Facilities as the result of the implementation of the Project, then any response, removal, cleanup, or other remedial action required by applicable law shall be performed by SIEMENS at its sole cost and expense. Except as to SIEMENS' initial response to an emergency, any such remedial action(s) shall require the prior review and approval of CITY.

Article 13
Ownership of Design Materials

13.1 <u>Copies of Design Materials</u>. The copies and other tangible embodiments of the drawings, specifications, designs, plans, "architectural work" (as such term is defined in the Architectural Works Copyright Protection Act of 1990) and other documents, prepared by or on behalf of CITY, SIEMENS, and/or its Subcontractors specifically in connection with the Project or the Services (collectively, the "***Design Materials***") are and shall remain the exclusive property of CITY. SIEMENS shall use its best efforts to ensure all copies of the Design Materials are delivered or returned to CITY or suitably accounted for upon CITY's request or upon the City making a payment pursuant to Section 10.5, whichever is earlier.. SIEMENS may retain three copies of the Design Materials for its records, but shall not use such copies for any purpose other than with respect to the Services without CITY's prior written consent. The Intellectual Property Rights, if any, relating to the Design Materials or the contents of or concepts embodied in the Design Materials shall remain with and belong to SIEMENS or its Subcontractors, as the case may be.

13.2 <u>License for the Use of Design Materials</u>. As to those Design Materials deemed subject to any form of Intellectual Property Rights, SIEMENS hereby grants and will cause to be granted and delivered to CITY from its Subcontractors a paid-up, nonexclusive, world-wide, irrevocable, transferable license, for the term of the Intellectual Property Rights, for CITY to use, reproduce and have reproduced, and for CITY to allow others to use, reproduce and have reproduced, such Design Materials and any derivative thereof, subject to the restrictions set forth below:

(i) All Intellectual Property Rights in or relating to any of the Design Materials shall remain the property of SIEMENS or the appropriate Subcontractor, whether or not the Project is completed; and

(ii) The CITY shall not, without the prior written consent of SIEMENS, use such Design Materials, in whole or in part, for the construction of any other project. The CITY may, however, at no cost to CITY, use such Design Materials (i) for completion of the Project and the Services by others upon termination of this Agreement or termination of SIEMENS' right to perform all or any portion of the Services, and (ii) for the construction, operation, maintenance and repair of (and for additions, improvements, changes or alterations to) the Project after its completion.

13.3 <u>Delivery of Design Materials and As-built Drawings</u>. Upon the earlier of the date of Final Acceptance of the Work for a particular FIM or the date of termination of this Agreement, SIEMENS shall deliver to CITY any Design Materials which have not been previously submitted to CITY for that FIM. Upon the date of Final Acceptance of the Project, SIEMENS must provide two (2) hard copies of "as-built" drawings of all modified conditions associated with the Project, conforming to typical engineering standards. The as-built drawings shall also be submitted in an electronic format compatible with the AutoCAD or other similar system in use by CITY.

Article 14
Default and Termination

14.1 **Events of Default**. SIEMENS will be deemed to be in default under this Agreement and the Contract Documents if SIEMENS:

(a) becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency;

(b) fails to perform the Services in accordance with the Contract Documents, if not cured within any applicable cure period;

(c) fails to perform the Work with sufficient workers, equipment or materials to ensure the completion of the Work or any part of the Work within the time specified by the Contract Documents;

(d) discontinues prosecution of Work or Services;

(e) fails to make prompt payment for undisputed amounts to Subcontractors or for material or labor on the Project (subject to CITY payment to SIEMENS); or,

(f) is otherwise guilty of a breach of any material provision of this Agreement or the Contract Documents.

14.2 **Remedies**. In the event of a continuing default by SIEMENS twenty (20) days after receipt of written notice from CITY, CITY may, in addition to and without prejudice to any other right or remedy of CITY under this Agreement, terminate this Agreement and the Contract Documents for the Project or for any portion of the Project following the conclusion of the Dispute Resolution Procedures. However, if the nature of the default is such that it cannot with due diligence be cured by SIEMENS within twenty (20) days, and SIEMENS has diligently prosecuted the cure of such default within said twenty (20) days and thereafter diligently prosecutes such cure until the default is remedied, the CITY shall agree to extend such twenty (20) day period by such additional time period as may be reasonably required by SIEMENS to cure such default. If, after such agreed upon extension the default remains uncured by SIEMENS, the CITY will then have the following rights (any or all of which may be exercised by CITY in its sole discretion, and in addition to and without prejudice to any other right or remedy): (a) to take (in the manner and to the extent desired by CITY) an assignment of SIEMENS' subcontracts and material orders for all or any portion of the Project; and (b) finish the Work on all or any portion of the Work by whatever method CITY considers expedient. If the expense of finishing the Work on the Project exceeds the unpaid balance of the Contract Sum, SIEMENS (and the surety or sureties on the bonds required pursuant to Section 5.15) are liable for and will pay the amount of the excess to CITY. SIEMENS will not be entitled to any further payment under this Agreement, except to the extent the value of the Work completed prior to such termination and not previously paid for by CITY exceeds the amount due by SIEMENS to CITY under this Section (including all damages that CITY is entitled to recover at law from SIEMENS by reason of SIEMENS' breach), and even then only at such time as the Work is finally completed and accepted by CITY.

14.3 **Termination For Convenience**. CITY reserves the right, for its convenience, to terminate the Work on all or any portion the Project or to terminate this Agreement by twenty (20) business days

written notice stating the effective date of the termination. In that case, SIEMENS and its Subcontractors must (except for services necessary for the orderly termination of the Work):

(a) stop all Work so terminated;

(b) place no further order or subcontracts for materials, services, equipment or supplies on the terminated Work;

(c) assign to CITY (in the manner and to the extent directed) all of the rights of the subcontracts relating to the terminated Work;

(d) take any action necessary to protect property of CITY and property in SIEMENS' possession in which CITY has, or may acquire, an interest; and

(e) take any other action toward termination of the Work that CITY may direct.

Thereafter, CITY will pay SIEMENS for Work actually performed, including Equipment delivered to the Facilities, the costs of termination, and reasonable overhead and profit (not to exceed 10% of the Cost of the Work performed and Equipment delivered). However, no payments will be made for Work not actually performed, and no payment will be made or due for lost profits for portions of the Work not actually performed. In the event CITY terminates for default pursuant to Section 14.2 and the basis for the default is later held invalid, such termination will automatically be deemed a termination for convenience under this Section 14.3. In the event CITY terminates this Agreement pursuant to this paragraph, all of SIEMENS' obligations under the Savings Guarantee shall terminate and be of no further force or effect.

14.4 <u>Suspending the Work</u>. CITY reserves the right to suspend the Work on the Project, wholly or in part, by written stop order for such period as is necessary for the protection of CITY's interest in the event SIEMENS has been found to be in material non-compliance with the Contract Documents or in order to protect life, safety or welfare and/or to prevent property damage or bodily injury. The stop order remains in effect until released by CITY, in writing. CITY does not assume any liability for damages or loss of anticipated profits resulting from the stoppage of Work, but SIEMENS may be entitled to an extension of the Scheduled Completion Dates pursuant to Section 9.4 and/or an adjustment to the Contract Sum pursuant to Section 9.5. SIEMENS will take all commercially reasonable means and precautions as may be required to properly protect the finished and partially finished Work during the period or periods of the stop order.

14.5 <u>SIEMENS Termination</u>. If, through no fault of SIEMENS, CITY fails to make payments to SIEMENS as set forth in Article 10, SIEMENS may, after the conclusion of the Dispute Resolution Procedures, terminate the Agreement and recover from CITY the proportion of the Contract Sum that the Work actually performed (including Equipment delivered to the Facilities, applicable cancellation fees, and reasonable overhead and profit which shall not exceed 15% of the Cost of the Work performed and Equipment delivered) at the date of termination bears to the Work required to be performed for such portion of the Project. However, no payments will be made for Work not actually performed, and no payment will be made or due for lost profits for portions of the Work not actually performed.

Article 15
Miscellaneous Provisions

15.1 Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by first-class U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

To CITY:

Michael Bornstein, City Manager
7 North Dixie Highway
Lake Worth, FL 33460
(561) 586-1689 phone
mbornstein@lakeworth.org

With a copy to:

Torcivia Donlon, Goddeau & Ansay, P.A., City Attorney
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33409
(561) 686-8700 phone
(561) 686-8764 fax
christy@torcivialaw.com

To SIEMENS:

Siemens Industry, Inc.
Building Technologies Division
Attention: Gregg Eaton, Zone EES Sales Manager
8403 Benjamin Rd., Suite F
Tampa, FL 33634
Phone: 813-261-8745
Fax: (813)890-8055
Gregg.Eaton@siemens.com

With copy to:

Siemens Industry, Inc.
Building Technologies Division
Attention: Legal Department, EES Group
1000 Deerfield Parkway
Buffalo Grove, IL 60089
Phone: (847) 215-1000
Fax: (847) 941-6810

15.2 SIEMENS may not assign this Agreement or the Contract Documents or sublet it, in whole or in part, without the prior written consent of CITY, in its sole discretion provided CITY will not unreasonably withhold or delay an assignment of this Agreement and the Contract Documents to a wholly-owned subsidiary to Siemens AG. CITY may assign this Agreement and the Contract Documents, in its sole discretion and with advance written notice to SIEMENS, to a lender for collateral purposes, or to any other entity approved in advance by SIEMENS. Subject to CITY's approval rights under this Agreement, SIEMENS may use Subcontractors in the performance of the Work or Services. Nothing contained in this Agreement shall be construed to give any rights or benefits to any third party. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the Parties.

15.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

15.4 Each of the Parties irrevocably submits to the jurisdiction of any Florida State or Federal court sitting in Palm Beach County, Florida, in any action or proceeding, other than those governed by the Dispute Resolution Procedures (Exhibit P), arising out of or relating to this Agreement. The Parties hereby each irrevocably agree that all claims in respect of any such action or proceeding may be heard and determined in any such Florida State court or in such Federal court and irrevocably waive, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

15.5 This Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the Work, the Services, and the termination of this Agreement.

15.6 All disputes arising under this Agreement will be resolved by the Dispute Resolution Procedures.

15.7 SIEMENS' performance of the Services is expressly conditioned on the Parties assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time between the Parties relating to the Work or Services, even if signed by the Parties, unless the written statement expressly indicates that such terms supersede the terms of this Agreement.

15.8 Any provision of this Agreement found to be invalid, unlawful or unenforceable by a court of law shall be ineffective to the extent of such invalidity, and deemed severed therefrom, without invalidating the remainder of this Agreement and with all other provisions hereof remaining in full force

and effect; provided, however, that if enforcement of this Agreement in the absence of such provision would deprive a Party of a material element of its original bargain, the Parties shall promptly negotiate in good faith a reformation of the Agreement to reflect as nearly as possible all material elements of the original Agreement.

15.9 Except as otherwise provided in this Agreement, (i) rights and remedies available to CITY and/or SIEMENS as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to the Parties at law and/or in equity, and (ii) any specific right or remedy conferred upon or reserved to CITY and/or SIEMENS in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

15.10 Each Party hereto shall, from time to time, at the request of the other Party and without further consideration, execute and deliver and cause to be executed and delivered such other instruments and take such other actions as the requesting Party may reasonably request to undertake the Services and carry out the intent and purposes of this Agreement.

15.11 The waiver by a party of any breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof. No waiver shall operate or be effective unless made in writing and executed by the party to be bound thereby.

15.12 This Agreement, when executed by authorized CITY and SIEMENS representatives constitutes the entire, complete and exclusive agreement between the Parties relative to the Services. This Agreement supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same, and may be modified only by a written instrument signed by both Parties.

15.13 Time is of the essence of this Agreement. By executing this Agreement, SIEMENS confirms that the Final Acceptance Date provides a reasonable time for performing the Work.

15.14 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which counterparts shall constitute one agreement. To facilitate execution of this Agreement, the Parties may execute and exchange facsimile counterparts of the signature pages, provided originally executed signature pages are exchanged promptly thereafter.

15.15 The recitals set forth on the first few pages of this Agreement, as well as the following Exhibits attached hereto, are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

15.16 EACH PARTY WAIVES ANY RIGHTS THAT EACH OF THEM MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE WHICH ARISES OUT OF OR IS RELATED TO THIS AGREEMENT BETWEEN THE PARTIES THAT IS NOT RESOLVED BY MEDIATION.

15.17 Each Party may have access to confidential information made available by the other Party. Each Party shall protect such confidential information in the same manner as it protects its own confidential information of like kind. Disclosure of any confidential information received by the Agency will be governed by the Public Records Act, Chapter 119 of the Florida Statutes.

15.18 A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list: submitting a bid on a contract to provide any goods or services to a public entity; submitting a bid on a contract with a public entity for the construction or repair of a public building or public work; submitting bids on leases of real property to a public entity; being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

15.19 SIEMENS represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311 and Palm Beach County's Code of Ethics. SIEMENS further represents that no person having any such conflicting interest shall be employed for said performance. SIEMENS shall promptly notify the CITY's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence SIEMENS' judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that SIEMENS may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by SIEMENS. The CITY agrees to notify SIEMENS of its opinion within thirty (30) days of receipt of notification by SIEMENS. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by SIEMENS, the CITY shall so state in the notification and SIEMENS shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by SIEMENS under the terms of this Agreement.

15.20 SIEMENS warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, SIEMENS shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

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

15.22 SIEMENS shall comply with Florida's Public Records Laws, and specifically agrees to:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(ii) Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of SIEMENS upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

15.23 The Contract Documents are incorporated herein by reference as if originally set forth in this Agreement. If, during the performance of the work, SIEMENS finds an ambiguity, error or discrepancy in the Contract Documents, SIEMENS shall notify the CITY, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification from the CITY. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by SIEMENS. CITY will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to SIEMENS' request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Fully executed Change Orders or Amendments to this Agreement
Second Priority:	This Agreement
Fourth Priority:	The Exhibits
Fifth Priority:	The Technical Audit
Sixth Priority:	Design & Engineering Documents approved by CITY

15.24 The CITY's obligations hereunder constitute a current expense that is payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the CITY nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under this Agreement.

The remainder of this page intentionally left blank
Signature page follows

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Energy Services Agreement by their duly authorized officers on the date last executed below

Date:_____ By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, City Attorney

SIEMENS INDUSTRY INC., BUILDING TECHNOLOGIES DIVISION

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

STATE OF ILLINOIS)
COUNTY OF _COOK_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by_____ and _____ as _____ and _____ respectively of SIEMENS INDUSTRY, INC., BUILDING TECHNOLOGIES DIVISION, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following State of Illinois Driver's Licenses as identification.

Notary Public : _____
Print Name: _____
My commission expires:_____

Exhibit	Exhibit Heading
A	Scope of Work
B	Description of Premises; Pre-existing conditions; and Equipment Inventory - See Technical Energy Audit
C	Savings Guarantee
D	Compensation to Company
E	Baseline Energy Consumption - See Technical Energy Audit
F	Savings Measurement and Calculation Methodology to Adjust Baseline
G	Construction Schedule
H	City's Maintenance Responsibilities
I	Company's Maintenance Responsibilities
J	Certificate of Acceptance Technical Energy Audit
K	Financial Cash Flows
L	Certificate of Acceptance of Conservation Measure
M	Corporate Guaranty
N	Performance Assurance (Measurement & Verification Plan)
O	System Start-Up and Commissioning Plan
P	Dispute Resolution
Q	SIEMENS Training Responsibilities

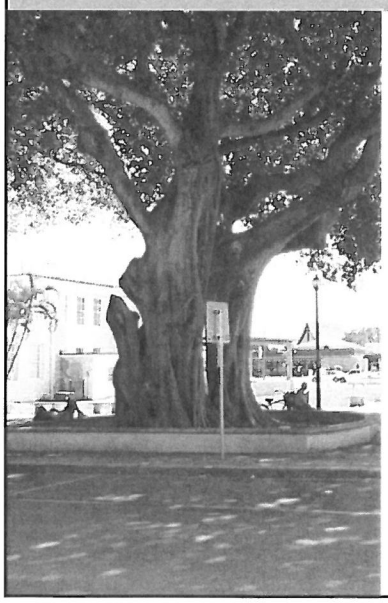
Building Performance & Sustainability September 1 2015

City of Lake Worth

Performance Contracting Project Update

SIEMENS

Agenda



- City's Objectives
- Savings Guarantee
- Additional Savings
- Questions

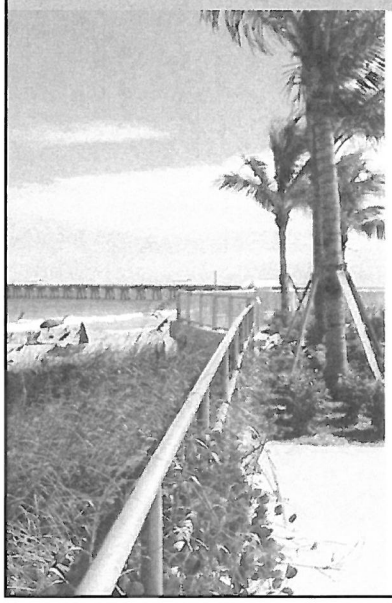
SIEMENS

City's Objectives

- **$23 million in City-wide Infrastructure Improvements**
  - LED Streetlights throughout Commercial and Residential Areas
  - 2MW of Solar Renewable Energy, expandable to 10MW
  - Advanced Metering Infrastructure (AMI)
  - City Building Improvements
- **Improved Safety for Residents, Businesses & Law Enforcement**
- **Improved Customer Service**
- **Environmental Leadership in South Florida**
- **Attract New Businesses to Lake Worth**
- **Support the Commission & City Manager's Vision**

SIEMENS

Agenda



- **City's Objectives**
- **Savings Guarantee**
- **Additional Savings**
- **Questions**

SIEMENS

Guarantee Production, Performance and Efficiency

Siemens Guarantees:

- *Energy Savings*
- *Water Savings*
- *Equipment Performance*
- *Meter Accuracy*

Guarantee Type is driven by:

- *The parameters that can be accurately measured*
- *The parameters that can be controlled*

SIEMENS

Guarantee Production, Performance and Efficiency

- **Parameters that can be accurately measured:**
  - *Quantity of energy being consumed at City facilities & Streetlights*
  - *Quantity of water being consumed at City facilities*
  - *Production of Renewable Energy*
  - *Accuracy of water meters*
- **Parameters that can be controlled:**
  - *Operating hours through automation*
  - *Equipment efficiency using more efficient equipment*
- **Variables:**
  - *Volume of water the City will sell year to year (future)*
  - *The amount of sunlight that falls in the City of Lake Worth*

SIEMENS

Metrics Measured to Validate Guaranteed Results

Measurement characteristics:

- *Energy Savings:* *Straightforward (pre & post measurements)*
- *Water Savings:* *Straightforward (pre & post measurements)*
- *Equipment Performance:* *Measure of renewable energy (solar) performance*
- *Accuracy :* *Straightforward (pre & post measurements) – independent of Volume*

Siemens guarantees:

- *Facilities*..... *Energy & Water Savings*
- *LED Streetlights*..... *Energy Savings*
- *Renewable Energy (solar)*..... *Equipment Performance*
- *AMI*..... *Meter Accuracy*

SIEMENS

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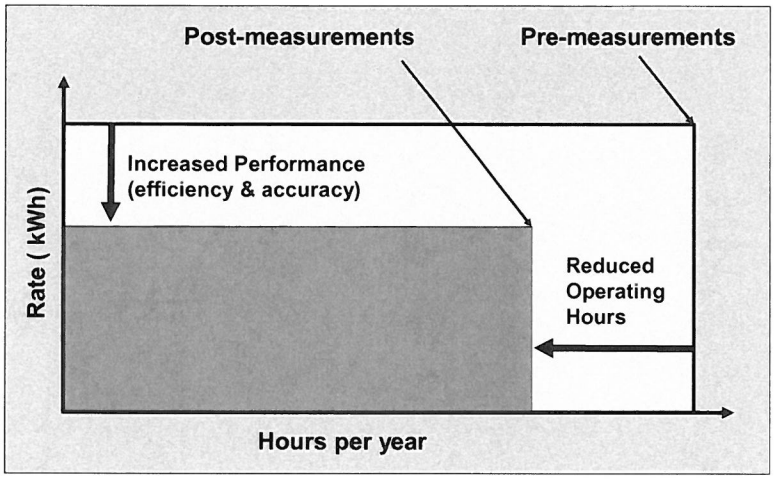
- *AMI*..... *Meter Accuracy*

SIEMENS

It Starts with the Baseline Measurements

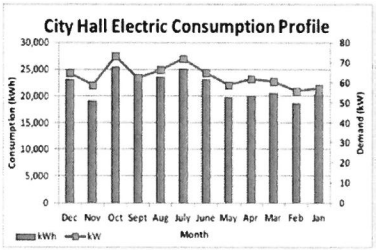


SIEMENS

Pre-Measurements (Baseline)

- **Four years of data included in the assessment (for ALL FIMs)**
  - Included years 2010 – 2013
  - Review of Electric Rates & Charges (Commercial Service, Demand Commercial Service, etc.)
  - ***Filter out "Fixed Costs" and "Anomalies"***
  - Only include consumption (kWh) and demand (kW) charges

December 2010 - 2013



Billing Date	ELECTRIC Consumption (kWh)	Consumption ($)	Demand (kW)	Demand ($)	Calculated Electric Baseline Total
Dec	23,160	$ 1,737.93	65	$ 940	$ 2,677.53
Nov	19,080	$ 1,431.76	59	$ 853	$ 2,284.36
Oct	25,440	$ 1,909.02	73	$ 1,061	$ 2,970.42
Sept	24,000	$ 1,800.96	62	$ 905	$ 2,705.76
Aug	23,580	$ 1,769.44	67	$ 966	$ 2,735.14
July	25,200	$ 1,891.01	72	$ 1,044	$ 2,935.01
June	23,100	$ 1,733.42	65	$ 940	$ 2,673.02
May	19,860	$ 1,490.29	59	$ 853	$ 2,342.80
Apr	19,980	$ 1,499.30	62	$ 896	$ 2,395.40
Mar	20,520	$ 1,539.82	61	$ 879	$ 2,418.52
Feb	18,660	$ 1,400.25	56	$ 809	$ 2,209.35
Jan	20,340	$ 1,526.31	57	$ 827	$ 2,352.81
Totals	**262,920**	**$ 19,730**	**73**	**$ 10,971**	**$ 30,700**

SIEMENS

Energy Consumption - Equipment
(Facility lighting & water)

Lighting Pre Measurements

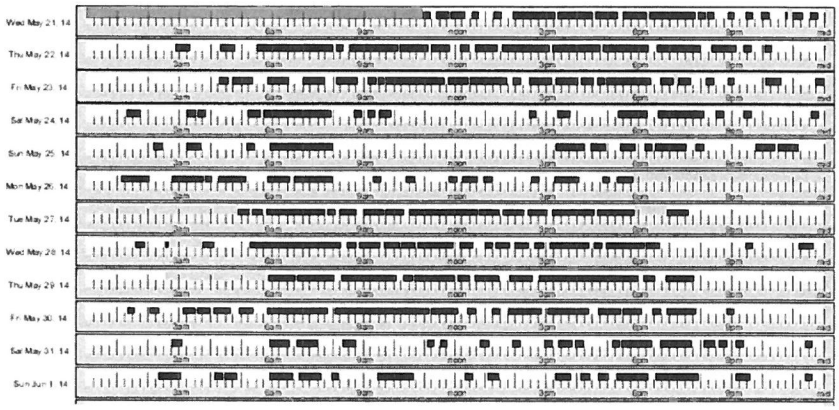
Lighting Retrofit Pre-Post Measurement Sheet						FIELD FIXTURE LAYOUT					FIELD MEASUREMENTS			
Random Sample #	Building	Ref #	Location/Room	SWITCH #		Fixture Type	Wattage	Quantity of Fixtures Measured	Quantity of Lamps/ Fixture	Quantity of Lamps Failed	Volts (RMS) V	Current Draw (amps)	Power Factor	Measured Watts
1	Water Treatment Plants	355	TANK-1ST FLOOR	1	Pre retrofit	250S	295	3	1	0	117 Vac	6.60Aac	0.975	770W
	Water Treatment Plants				Post retrofit	NF25-44HP-OS	144		4					0W
2	Water Treatment Plants	355	TANK-1ST FLOOR	2	Pre retrofit	250S	295	3	1	0	117 Vac	6.00Aac	0.965	700W
	Water Treatment Plants				Post retrofit	NF25-44HP-OS	144		4					0W
3	Water Treatment Plants	356	TANK-1ST FLOOR	3	Pre retrofit	24EE	72	5	2	2	167 Vac	3.10Aac	0.976	517W
	Water Treatment Plants				Post retrofit	LB24LP	39		2					0W
4	Water Treatment Plants	353	PIPE ROOM	1	Pre retrofit	24EE	72	15	2	4	116 Vac	5.70Aac	0.991	660W
	Water Treatment Plants				Post retrofit	LB24LP	39		2					0W
5	Water Treatment Plants	349	CONFERENCE ROOM	1	Pre retrofit	44EE	144	2	4	0	117 Vac	2.30Aac	0.917	269W
	Water Treatment Plants				Post retrofit	LB24HPDL	60		2					0W
6	Water Treatment Plants	370	CONTROL ROOM	1	Pre retrofit	34TS	87	4	3	0	118 Vac	2.80Aac	0.998	330W
	Water Treatment Plants				Post retrofit	LB34LP	57		3					0W
7	Water Treatment Plants	370	CONTROL ROOM	2	Pre retrofit	34TS	87	4	3	0	118 Vac	2.80Aac	0.998	330W
	Water Treatment Plants				Post retrofit	LB34LP	57		3					0W
8	Water Treatment Plants	428	3RD FLOOR - OLD SECTION	2	Pre retrofit	24EE	72	2	2	0	116 Vac	1.80Aac	0.991	209W
	Water Treatment Plants				Post retrofit	LB24LP	39		2					0W
9	Water Treatment Plants	428	3RD FLOOR - OLD SECTION		Pre retrofit	24EE	72	9	2	0	114 Vac	4.90Aac	0.973	561W
	Water Treatment Plants				Post retrofit	LB24LP	39		2					0W
10	Water Treatment Plants	406	PROCESS ROOM		Pre retrofit	250MH	295	8	1	0	117 Vac	13.20Aac	0.962	1568W
	Water Treatment Plants				Post retrofit	NF25-44HP-OS	144		4					0W

SIEMENS

Run Hours versus Occupied Hours

Public Safety Building

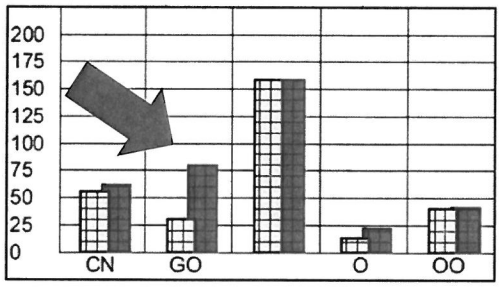
Area Type: General Office, Logger: 000080D5, Time Delay: 10 minutes



SIEMENS

Run Hours versus Occupied Hours

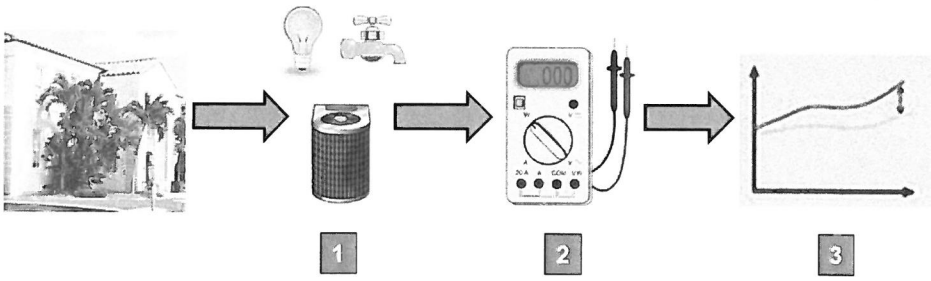
Area Type Averages				Normalized Weekly Lights On					Normalized Weekly Occupied					
Area Type		Qty	Watts	Peak	Off	Shldr 1	Shldr 2	Total	Peak	Off	Shldr 1	Shldr 2	Total	% sav
Conference	CN	1	100	62.15	0.00	0.00	0.00	62.15	56.29	0.00	0.00	0.00	56.29	9.43
General Office	GO	5	100	80.12	0.00	0.00	0.00	80.12	30.65	0.00	0.00	0.00	30.65	61.74
Locker Rm		1	100	159.69	0.00	0.00	0.00	159.69	159.69	0.00	0.00	0.00	159.69	0.00
Office	O	2	100	22.33	0.00	0.00	0.00	22.33	13.23	0.00	0.00	0.00	13.23	40.75
Open Office	OO	1	100	42.76	0.00	0.00	0.00	42.76	41.71	0.00	0.00	0.00	41.71	2.44
Building Average for 10 rooms			100	68.65	0.00	0.00	0.00	68.65	37.36	0.00	0.00	0.00	37.36	45.58



Hours per Week for each Area Type.

SIEMENS

Facility Energy & Water Savings



1. Identify the "baseline" equipment and locations
2. Determine the "post-measurement" consumption
3. Comparison determines the actual energy/water savings achieved

SIEMENS

Metrics Measured to Validate Guaranteed Results

Measurement characteristics:

- *Energy Savings:* *Straightforward (pre & post measurements)*
- *Water Savings:* *Straightforward (pre & post measurements)*
- *Equipment Performance* *Measure of renewable energy (solar) performance*
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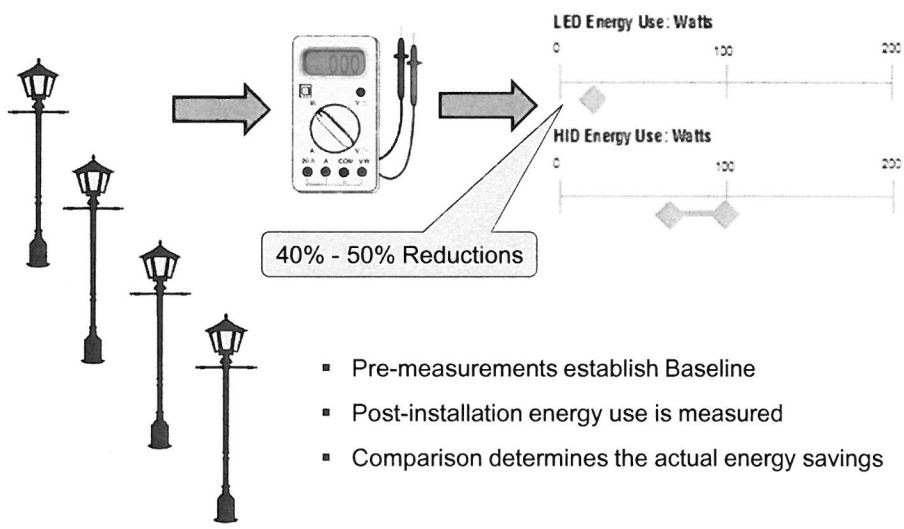
- *AMI*..... *Meter Accuracy*

SIEMENS

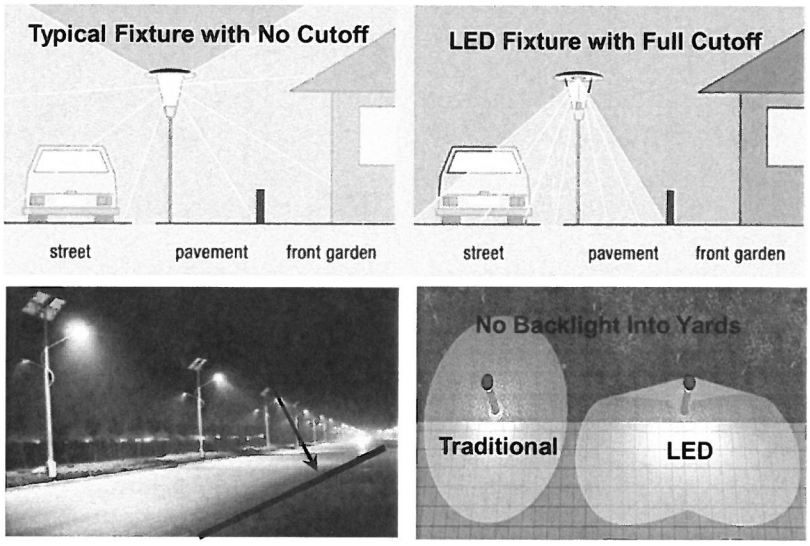
LED Streetlight Savings Calculations



- Pre-measurements establish Baseline
- Post-installation energy use is measured
- Comparison determines the actual energy savings

SIEMENS

LED Streetlight



SIEMENS

Metrics Measured to Validate Guaranteed Results

Measurement characteristics:

- *Energy Savings:* *Straightforward (pre & post measurements)*
- *Water Savings:* *Straightforward (pre & post measurements)*
- *Equipment Performance* *Measure of renewable energy (solar) performance*
- *Accuracy :* *Straightforward (pre & post measurements) – independent of Volume*

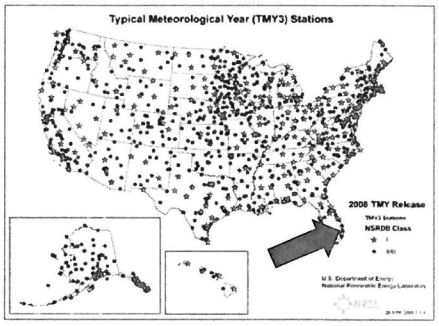
Siemens guarantees:

- *Facilities*..... *Energy & Water Savings*
- *LED Streetlights*..... *Energy Savings*
- ***Renewable Energy (solar)*..... ***Equipment Performance***
- *AMI*..... *Meter Accuracy*

SIEMENS

Solar PV Savings Calculations

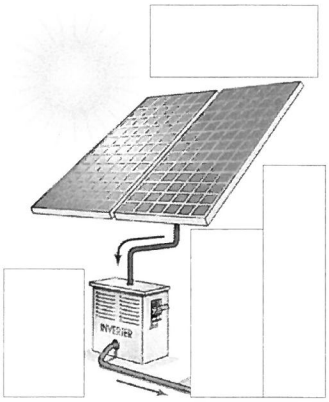
- **Variable:** Amount of sunshine falling on the City of Lake Worth
- **Variable:** *Sources of weather data and forecast models (weather models)*
- **Rely on credible sources for the amount of "Sunshine" year over year**
  - National Solar Radiation Data Base (NSRDB)
  - Produced by National Renewable Energy Lab (NREL)
  - Funded & Monitored by U.S. Dept. of Energy
  - Approximately 50 years of Collecting Data
  - West Palm Beach International Airport
  - Data sets are hourly values of solar radiation
- **Siemens' engineering factor: 5% reduction**
  - ***Shifts probability to higher production***



SIEMENS

Solar PV Savings Baseline

National Solar Radiation Data Base (NSRDB),

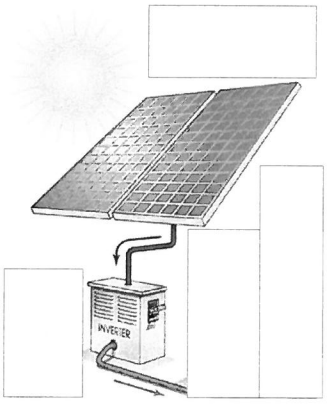


Month	Irradiation	Guaranteed Efficiency
Jan	Historical	Equipment
Feb	Historical	Equipment
Mar	Historical	Equipment
Apr	Historical	Equipment
May	Historical	Equipment
Jun	Historical	Equipment
Jul	Historical	Equipment
Aug	Historical	Equipment
Sept	Historical	Equipment
Oct	Historical	Equipment
Nov	Historical	Equipment
Dec	Historical	Equipment
Totals	**Historical**	**Equipment**

SIEMENS

Solar Savings Calculations

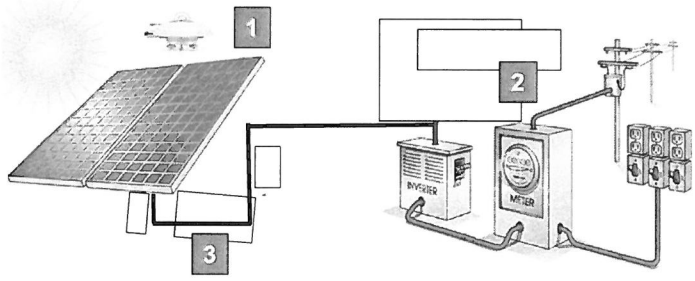
National Solar Radiation Data Base (NSRDB),
Siemens' Engineering Factor: 5% reduction



Month	Irradiance	Guaranteed Efficiency	Predicted Energy (kWh)
January	143.9	73.7%	213,482
February	139.5	75.5%	212,247
March	176.9	75.4%	268,682
April	181.2	74.6%	272,292
May	184.7	74.1%	275,712
June	164	73.3%	242,270
July	179.5	73.4%	265,356
August	171.3	73.3%	252,720
September	159.8	73.4%	236,379
October	159.2	74.6%	239,134
November	132.3	74.1%	197,521
December	126.4	73.3%	186,500
Year	1,918.70	74.1%	2,862,297

SIEMENS

Solar PV Savings Calculations



1. Level of sunlight measured using pyranometers
2. Energy production measured using utility-grade meter
3. System efficiency calculated & compared to guarantee

   Siemens responsible for any shortfalls in performance

SIEMENS

Metrics Measured to Validate Guaranteed Results

Measurement characteristics:

- *Energy Savings:* *Straightforward (pre & post measurements)*
- *Water Savings:* *Straightforward (pre & post measurements)*
- *Equipment Performance* *Measure of renewable energy (solar) performance*
- *Accuracy :* *Straightforward (pre & post measurements) – independent of Volume*

Siemens guarantees:

- *Facilities*..... *Energy & Water Savings*
- *LED Streetlights*..... *Energy Savings*
- *Renewable Energy (solar)*..... *Equipment Performance*
- ***AMI*..... ***Meter Accuracy***

SIEMENS

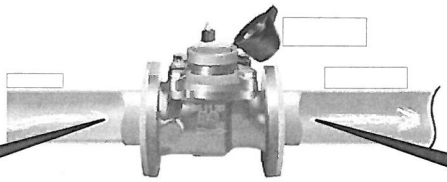
AMI Savings

- **Variables:**
  - Utility Rates and Rate Increases
  - Customer Consumption

- **Why Siemens' AMI projects have historically produced higher revenues:**
  - Commercial Meter Revenues not included in our revenue projections
  - Siemens uses conservative Rate Increases
    - 3% annual increase used in revenue model
    - Planned increases range from 5% down to 3.5%
  - Use 4 years of historical data (City consumption, revenues, accuracy, etc.)

SIEMENS

AMI Savings Calculations



100,000 gallons

90% accuracy

Existing Mechanical Water Meters

100,000 gallons

Meter "reports" 90,000 gallons

- As mechanical meters age their Accuracy degrades
- Volume of the Water does NOT Change: requires energy, chemicals, manpower, etc.
- The reduced Accuracy decreases the City's revenue stream
- These lost revenues lead to:
  - Lack of funding for capital projects and repairs
  - Rate increases
  - Dependency on revenue bonds

SIEMENS

AMI Savings Calculations

100,000 gallons

New Magnetic Water Meters

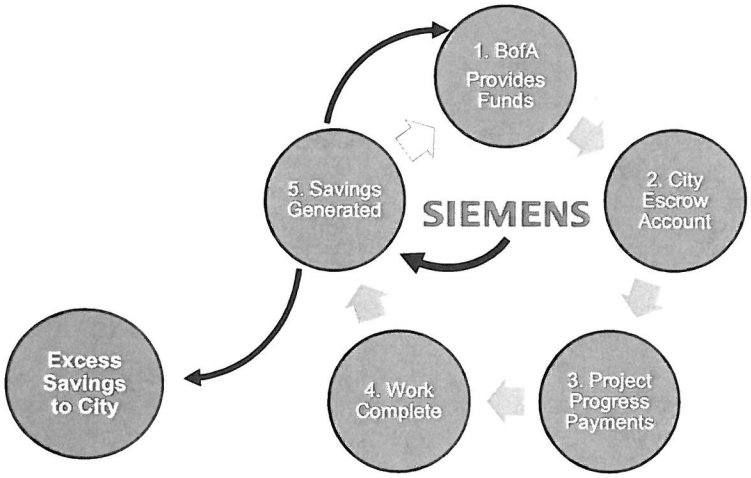
100,000 gallons

Meter "reports" 98,500 - 100,000 gallons

- One-piece magnetic meter with No moving parts to deteriorate over time
- **Siemens guarantees minimum of 98.5% accuracy for entire term of agreement**
- Improved accuracy results in accurate billing and revenues
- Guarantee revenue capture modeled by Siemens & Staff
- Every year Siemens sends water meters to 3rd Party Test Facility
  - If below the guaranteed accuracy…..
  - Additional Testing to Isolate the extent & cause (meter types, batch, size, etc.)
  - **Siemens financially liable for the shortfall in revenues for meter inaccuracy**

SIEMENS

Project is Neutral to City's Capital Budget



SIEMENS

Agenda

- City's Objectives
- Savings Guarantee
- Additional Savings
- Questions

SIEMENS

Understanding Performance Contracting

Savings Realized through ESPCs

U.S. DEPARTMENT OF ENERGY | Energy Efficiency & Renewable Energy

Internal Audits Show Projects *Exceeding* Guaranteed Cost Savings

- **Reported savings** average 107% of guaranteed savings
- **Based on a random sample** of 22 projects analyzed in 2007, cost savings based on actual rather than contract utility rates were 110% of reported savings
- **Assuming energy savings** are as reported, actual cost savings are about (1.08 x 1.10) = 119% of guaranteed savings on average

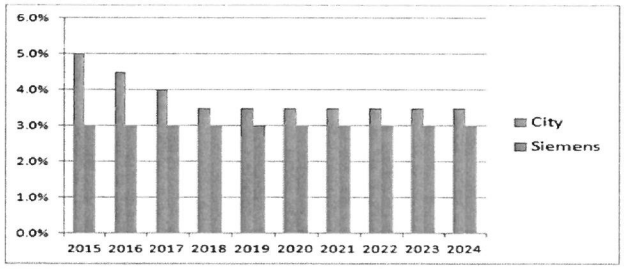
NOT included in Cashflows

FEMP Federal Energy Management Program | 12 www1.eere.energy.gov/femp/

SIEMENS

Additional Savings & Revenues

- **Savings will begin BEFORE project is complete.....*guaranteed***
  - $325,972 during construction – ensure NO OUT OF POCKET COSTS
  - If there are delays in construction - $4,569 per day to City
  - ***Accelerated construction savings – belong to City***
- **Non-guaranteed Savings**
  - Commercial Meter Revenues ($1.8M annual revenues ➔ approx. $40K annually)
  - Early Deployment of Water Meters (additional $3.2M)
  - Rate increase Revenues

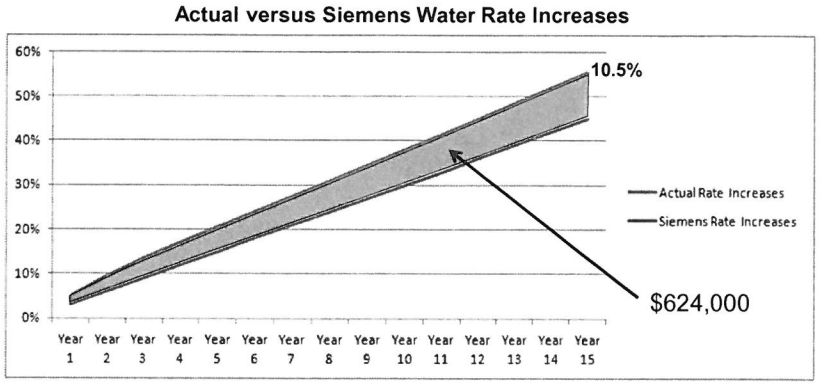


SIEMENS

Additional Savings & Revenues

Financial Benefits NOT Included in Cash Flows

- Projected Rate increases



SIEMENS

Agenda

- City's Objectives
- Savings Guarantee
- Additional Savings
- Questions

CITY OF LAKE WORTH

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

AGENDA DATE: September 1, 2015, Regular Meeting **DEPARTMENT:** Water Utility Department

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EXECUTIVE BRIEF

TITLE:
Work Order with URS for Energy Efficiency Program Construction Management Services

SUMMARY:

Approve a draft work order and authorize the Mayor to approve the final Work Order with URS, a division of AECOM, for Construction Management Services during the Siemens Energy Efficiency Project for a not-to-exceed amount of $299,403.

BACKGROUND AND JUSTIFICATION:
The Siemens Energy Efficiency Program includes the procurement and construction of multiple Facility Improvement Measures (FIMs) over an 18 month schedule, with a total cost exceeding $22 million. This work order will provide the City with construction management services to oversee these projects and fulfill the City's responsibilities during construction. URS has specialized experience with energy efficiency programs needed to oversee this project. The Work Order is approximately 1.4% of the projected Energy Services Agreement.

MOTION:
I move to approve/disapprove the draft work order with URS for Energy Efficiency Program Construction Management Services for a not-to-exceed amount of $299,403, and authorize the Mayor to approve the final documents.

ATTACHMENT(S):
Fiscal Impact Analysis
Draft Work Order

C: Nerahoo Hemraj

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	$299,403	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funds will be included in project loan funds.

C. Department Fiscal Review: _____

STATEMENT OF WORK
WORK ORDER NO. ( )
LAKE WORTH ENERGY EFFICIENCY PROGRAM
CONSTRUCTION PROJECT
CONSTRUCTION MANAGEMENT SERVICES

1.0 INTRODUCTION/BACKGROUND

The City of Lake Worth (City) requires the support of Consultants to augment staff in the construction management of the Lake Worth Energy Efficiency Program Implementation (Project). This project resulted from a detailed energy analysis performed by Siemens Industry, Inc., Building Technologies Division (Siemens), for the City. Improvement opportunities for each facility and systems were assessed previously with projects recommended based on cost savings, energy reduction, costs, simple payback period, age of existing equipment, environmental impacts, and any specific infrastructure need of the City. See 'Investment Grade Audit Report' (Siemens Report), dated January 2015, prepared by Siemens.

It is anticipated that the construction contract time to final completion will be 548 calendar days.

2.0 OBJECTIVES

The objectives of this Statement of Work (SOW) are to define the scope and intent of Construction Management Services (CMS) to be provided by URS Corporation Southern (Consultant), a wholly owned subsidiary of AECOM, during construction of the Project. The Consultant shall provide an Organization Chart depicting project staffing and include resumes of personnel for City review and concurrence.

All communication, contract administration, or technical coordination, unless otherwise indicated in writing, shall be directed to the City's Project Manager (CPM). The CPM shall direct which specific construction management services, as defined by this SOW, are to be provided by the Consultant during the time period established by this Work Order. A written Notice to Proceed (NTP) will be issued to the Consultant indicating the start dates for the work. No billable work may be performed by the Consultant until NTP has been issued.

A written Notice to Proceed (NTP) will be issued by the City for the project covered under this Work Order. Once received, the Consultant will assign one or more Construction Inspectors to the project to examine construction activities in accordance with recommendations provided to the Consultant's Construction Manager by the CPM in advance of the work. The work performed for an individual project may include preliminary contract document reviews and assistance in pre-construction activities. The Consultant's Construction Manager will provide oversight of the assigned project and assist the City in

determining that the Work is being performed timely and in accordance with plans and recommendations of the Siemens Report.

3.0 SCOPE OF WORK

The CMS as defined in this SOW shall include, but not be limited to:

- Provide a knowledgeable part-time Owner's Representative (OR), to assist the CPM in reviewing Siemens and contractor's work, necessary submittals, contractor progress, pay requests, requests for change orders, RFIs, and other related contract documents.
- Provide on-site representatives to observe and document representative portions of the construction and assist the OR and CPM in determining if the work is performed according to the associated plans and recommendations of the Siemens Report.
- Owner's representative will attend and participate at project construction meetings to update the City on the status of the construction, which includes but is not limited to construction activities accomplished to date, potential and/or actual construction problems and delays, and upcoming work to be completed by the construction Contractor and the Consultant.
- Review and respond, as specified by the CPM, to shop drawing submittals, Requests for Information (RFIs), Requests for Clarifications (RFCs), Requests for Proposals (RFPs), Change Orders (CO), Field Orders (FO) and Value Engineering (VE) proposals and submittals, as necessary.
- Assist the CPM with the review and reconciliation of Contractor payment applications.
- Provide quality control material testing, test analysis and reporting.
- Assist with the verification of project completion milestones and contract closeout/commissioning.

4.0 WORK BREAKDOWN STRUCTURE

The following SOW describes the construction management services to be performed by the Consultant for this Work Order:

Task 1- Construction Management Services (CMS)

The Consultant shall provide CMS throughout the duration of the construction period for the Project. The CMS responsibilities include construction planning, cost control, time management, quality control, construction contract administration, and CM professional practice which includes specific activities like defining the responsibilities and management structure of the construction management team, organizing and leading construction by implementing project controls, defining roles and responsibilities and developing communication protocols, and identifying elements of project design and construction likely to give rise to disputes and claims.

The Consultant shall be responsible for the safety of their personnel at the site of Work Order performance and shall not advise on or issue directions as to safety precautions and programs in connection with the Contractor's work. The Consultant shall examine labor utilization, schedule, and budget for the Consultant's work being performed under this Work Order on a regular basis. It shall be the ongoing responsibility of the Consultant to ensure that Task budgets are being strictly adhered to and that deliverables are submitted to the City on time.

- **Staffing -** The Consultant shall provide and maintain an appropriately sized team off-site to perform the CMS requirements for the project(s). The Consultant shall update field staffing needs quarterly (if necessary) to reflect changes in the Contractor's work schedule. More frequent updates may be required if the Contractor's construction schedule changes sufficiently to warrant an update. Proposed changes to the field staffing must be submitted in writing for City review and approval prior to implementation.

- **Construction Coordination -** The Consultant OR shall assist the City by attending the on-site Project Construction Coordination Meetings held monthly. Additional meetings during the course of the construction effort may be called by the City and/or the Contractors. The Consultant shall assist the City by attending these additional meetings as requested by the City. The Consultant shall attend off-site meetings as required by the City.

- **Coordination of Others -** The Consultant shall review a copy of all inspection and testing reports to ensure they are in compliance with the construction contract documents. The Consultant shall be responsible for coordinating the performance of technical inspection and testing services provided through other independent consultants. The Consultant shall maintain a log of testing and inspections performed by others. The Consultant shall assist the City by coordinating activities of others, including but not limited to state agencies, county government, adjacent land owners, contractors or consultants retained by the City, with the construction activities on the site. The Consultant shall provide on a monthly basis a summary and copy of all test results and immediately advise the City of any tests or inspections that indicate non-compliance with Project plans and recommendations.

Task 2 – Construction Examination

The Consultant shall provide staffing in accordance with this Work Order to examine and document representative samples of the construction of the project, and to assist the City in determining that the work is performed in accordance with the contract plans and specifications. The Consultant will perform construction examinations as follows:

- **Inspections -** The Consultant shall inspect the progress of the work at times appropriate to ensure construction meets the requirements of the Construction Contract Documents and applicable permits but in a way as to not impede the construction Contractor's progress nor allow for an unreasonable amount of work to

be performed without inspection. The consultant OR shall inspect the work onsite at least bi-monthly The Consultant shall assign inspectors on a part-time basis as needed to inspect representative samples of the construction project, in accordance with approved staffing levels. The Consultant shall work with the Contractor to resolve any deviations, defects or deficiencies observed in the work. The Consultant shall advise the City of deviations, defects, or deficiencies observed in the work that have not been corrected by the Contractor. The Consultant shall transmit to the City a notice of nonconforming work when it is the opinion of the Consultant that such work does not conform to the requirements of the Contract Documents or permits.

- **Documentation -** The Consultant shall provide construction documentation of inspection activities in accordance with City guidance that capture the construction activities of all Consultant construction examinations on-site and photographs taken regularly to document compliance of the construction contract. The construction documentation shall be maintained in an approved format. Photographic documentation shall be maintained in and shall be entered within five (5) days of the work photographed by the Consultant.

Task 3 - Submittal Review and Processing

Per the Contractual Documents the Contractor is required to submit Requests for Information (RFIs), Requests for Proposals (RFPs), and Substitutions to the City for review. The Consultant shall assist the City with this review and processing of Requests for Information (RFIs), Requests for Proposals (RFPs), and Substitutions received from the Contractor. The Consultant shall review the proposed resolution of RFIs prepared by the Contractor. The Consultant shall maintain and submit on a monthly basis a log of RFIs, RFPs, and requests for substitutions and their disposition. The Consultant shall review for completeness and provide a recommendation to the City as appropriate to the action sought by the Contractor for each request and proposal. If the response requires review by the Engineer of Record (EOR) the Consultant shall require the Contractor to coordinate and include required comments in the response.

The Consultant shall assist the City to ensure the draft submittal log provided by the Contractor is in compliance with the Contractual Documents. The draft submittal log shall list all submittals anticipated for the duration of the Project and contain information regarding the expected disciplines required for review including City Operations and Maintenance (O&M) staff. The Contractor shall update the draft submittal log on a monthly basis and provide to the City.

The Consultant shall assist the City in examining the Contractor's submittals for completeness and contractual compliance as well as to determine the anticipated effect on the construction budget and schedule. If the submittal requires additional technical review to ensure compliance with the design, the Consultant will coordinate with the EOR. The Consultant shall identify submittals deemed to be non-compliant to the Construction Contract and shall notify the City with recommendations on return to the Contractor. The

Consultant shall maintain and submit on a monthly basis a log of shop drawings, submittals, and related construction documents, and their disposition.

Task 4 - Project Controls

The Consultant OR shall assist the City with the review and reconciliation of the Contractor's progress payments and change order requests for compliance with the Construction Contract as described in the following sections.

- **Contractor's Progress Payments -** Per the Construction Contract Documents the Contractor is required to submit a request for progress payment to the City. The Consultant OR shall assist the City in approving Progress Payments by reviewing all progress payments submitted by the Contractor and comparing the request versus the inspection reports and the monthly schedule update and advise the City whether the amount requested reflects the progress of the Contractor's work. The Consultant shall assist the City in fully reconciling and substantiating all costs of the work.

  The Consultant shall recommend to the City whether to make appropriate adjustments to each payment application and shall prepare and forward to the City a progress payment report. Included in this report shall be a draft Certificate of Payment that shall be signed by the Consultant certifying the accuracy of the Contractor's payment application, and delivered to the City with the application for payment.

  The Consultant is to examine and ascertain all aspects of work for the reconciliation of payment of the Contractor on all work on a regular basis at the discretion of the City. The Consultant will examine and evaluate for correctness and accuracy on a monthly basis to assist the City in determining complete reconciliation of work performed by the Contractor.

- **Change Order Requests -** Per the Construction Contract Documents the Contractor is required to submit change order requests to the City if it is their opinion there are extra costs for performing work outside the contractual documents. The Consultant shall assist the City by reviewing all change order requests submitted by the Contractor. Reviews may include an independent detailed cost estimate, analysis of schedule impacts and a review of Contract Document compliance, at the discretion of the City. The Consultant shall prepare the draft change order documents and prepare a written recommendation in accordance with City format and established standards for the City to review. <u>The Consultant shall not verbally, or in writing, execute any change orders with the Contractor. The City has sole authority to execute change orders.</u>

  If the Consultant's recommendation is for denial, the proposed change order request package shall include the basis for denial or rejection. If the Consultant's recommendation is for approval, the change order request package shall include an independent estimate of cost, full description of change, justification/basis of

recommendation, schedule impact and suggested window of time for negotiation/ approval.

The Consultant shall advise the City as to the effect on the project and construction budget of all proposed and approved change orders, schedule revisions or anticipated early or late completion. The Consultant shall provide suggestions for changes in scope as needed to maintain the project budget for City consideration. Prior to the issuance of a change order, the Consultant shall determine and advise the City as to the effect on the approved or updated Baseline Schedule. The Consultant shall verify that activities and adjustments of time and logic, if any, required by approved change orders have been incorporated into the Contractor's construction schedule.

Task 5 - Project Closeout

- **Substantial Completion/Project Milestone(s) -** The Consultant shall review and prepare all documentation regarding Substantial Completion/Project Milestone(s) and issue a written recommendation to the City to determine if the Contractor's installation work meets the milestone requirements or are substantially complete in accordance with the Contract Documents, in substantial compliance with permit conditions, and can be put to beneficial use by the City. The Consultant shall review with the Contractor's Engineer of Record the updated as-built drawings submitted by the Contractor and prepare a list of incomplete work or work that does not conform to the requirements of the Contract Documents or permits.

- **Final Inspection -** The Consultant shall participate in the final inspection of the Project in coordination with the City and Contractor. The Consultant shall produce a final inspection report based on the substantial completion report and observations made during the final inspection.

- **Record Documents** - The Consultant shall coordinate and expedite submittals of information from the Contractor for preparation of record drawings, approved submittals and specifications and shall coordinate and expedite the transmittal of such record documents to the City within fifteen (15) working days of submission.

- **Prepare and Deliver Project Closeout Report -** The Consultant shall prepare and deliver an Activity Report for Closeout Services that documents the Consultant's activities preformed during the Closeout phase of the project. The report shall include:

  - Substantial Completion Reports
  - Final Inspection Report
  - Assist in Review of Record Drawings
  - Review O&M Materials and Certificates, as applicable
  - Confirmation of tangible materials/equipment listing from the Contractor

- **Assist in Project Commissioning -** The Consultant shall provide assistance as requested to the Contractor and the City to implement project commissioning and

turnover to City's O&M staff. Duties will include, but not be limited to, assisting with the planning and scheduling of facilities start-up, including equipment testing, personnel training, operational demonstration, turnover and warranty initiation.

Construction Management Related Direct Costs

In order to perform the services listed above for ensuring implementation of the Construction contract the Consultant will have additional expenses. These expenses shall be solely for the use in implementing the requirements listed within this scope of work for ensuring the Contractor is in Compliance with the Contract Documents.

5.0 DELIVERABLES

Payment will be made following receipt, review, and acceptance of partial/final Project Deliverables and/or monthly invoices for each Task by the City in accordance with the schedule set forth in Exhibit "C". Monthly payments should be processed utilizing hourly rates and expenses up to the agreed upon "Not to Exceed" cost(s) for Construction Management Services. The City shall not provide payment for deliverables that are deemed unsatisfactory or incomplete by the City.

Travel time for Consultant staff assigned to the Project site will not be reimbursable. Weekly timesheets shall accompany Consultant invoices and all associated costs for the appropriate period.

The Consultant shall provide each Deliverable in both written and electronic formats to the City. All technical references used in completing the work shall be documented by the Consultant. Depending on the Deliverable, the Consultant shall provide it in MSWord, MSExcel, MSAccess, P3E, AutoCAD, ArcGIS, or Metadata format compatible with City software versions. The Consultant shall provide reports in a completed format with tables and figures included in the file of the report. Appendices can be provided as a separate file but figures and tables within that appendix must be included in that same file. Additionally, the Consultant shall provide full reports and drawings as Adobe PDF files.

EXHIBIT A
PAYMENT AND DELIVERABLES SCHEDULE

Payment shall be made on a Time and Materials/Not-to-Exceed basis in accordance with the general terms and conditions of the General Engineering Services contract between the City and URS. Invoice will be submitted on a monthly basis. All invoices shall be substantiated by adequate supporting documentation for hours and expenses incurred in accordance with the abovementioned general terms and conditions.

Item	Description	Date	Amount
Tasks 1 to 5	CMS, Construction Examination, Submittal Reviews, Project Controls and Closeout	Duration of Work Order	$285,146
	Other Direct Costs	Duration of Work Order	$ 14,257
		Total Work Order Value (Not-To-Exceed):	**$299,403**

DRAFT

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

DRAFT
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, SEPTEMBER 15, 2015 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION:** Pastor Lea Brown, Metropolitan Community Church

3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Ryan Maier

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

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

   A. PBSO Community Policing Update

   B. Royal Poinciana Neighborhood Association update

   C. Community Redevelopment Agency update

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

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

8. **PUBLIC HEARINGS:**

   A. Resolution No. xx-2015 - First Public Hearing - establish the Fiscal Year 2015-2016 tentative general City millage rate and schedule the second public hearing date for September 22, 2015

   B. Resolution No. xx-2015 - First Public Hearing - adopt the Fiscal Year 2015-2016 proposed City budget and schedule the second public hearing date for September 22, 2015

9. **APPROVAL OF MINUTES:**

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

    A. Resolution No. xx-2015 - establish the Fiscal Year 2016 rates and charges for the City electric utility

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

A. Ordinance No 2015-xx - Second reading and Public Hearing - Amend Chapter 19, "Streets and Sidewalks" and remove outdated sections and promulgate regulations regarding the administration of the City's rights of way

B. Ordinance No. 2015-xx - Second reading and Public Hearing - Amend Chapter 12, "Health and Sanitation", by removing outdated sections and enacting new regulations regarding the City's Health and Sanitation code

C. Agreement with Seimens for performance contracting project

D. Work Order with URS for Energy Efficiency Program Construction Management Services

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 6, 2015 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.