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7 North Dixie Highway
Lake Worth, FL 33460
561.586.1600

AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, OCTOBER 20, 2015 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION:** Pastor Peggy Heald, Believer's Victory Church

3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Andy Amoroso

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

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

   A. Proclamation declaring October as Customer Service Month

   B. Certificate of Appreciation for "Florida Food and Farm, LLC"

   C. College Park Neighborhood Association update

   D. Tropical Ridge 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 Special Meeting - September 29, 2015
   B. City Commission Meeting - October 6, 2015

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

   A. Maintenance Agreement with Kennedy Homes LLC to furnish and install landscaping and irrigation

B. Variance Agreement to allow brick pavers on a driveway and City right-of-way on property located at 529 21st Avenue North

C. Purchase Order for one new refuse heavy equipment vehicle through the Florida Sheriff's Bid

D. Task Order #2 with ADA Engineering, Inc. for professional services for performance of the ADA Transitions Plan

E. Ratify a board member to the Electric Utility Advisory Board

F. Amendment to a Settlement Agreement for Pineapple Ridge

10. PUBLIC HEARINGS:

A. Ordinance No. 2015-14 - Second Reading and Public Hearing - create valet parking regulations

B. Ordinance No. 2015-15 - Second Reading and Public Hearing - amend the City's Sidewalk Cafe ordinance

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

A. Ordinance No. 2015-16 - First Reading - amend the lien reductions and release of liens code and schedule the public hearing date for November 10, 2015

B. Award the City's Roll-Off Services Request For Proposal (RFP) to Waste Management

C. Designate delegates during the 2015 National League of Cities Congress of Cities on November 4-7, 2015 in Nashville, TN

D. Community Redevelopment Agency member removal process

E. Discuss fire hydrant coverage and pressure

F. Review the Beach Fund budget since re-opening the Casino/Pool

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. November 10, 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.

PROCLAMATION

WHEREAS, In a thriving free enterprise system such as ours, which provides consumers with a wide range of goods and services from which to choose; and,

WHEREAS, the most successful businesses are those that display a strong commitment to customer satisfaction; and

WHEREAS, today foreign competition as well as consumer demands are requiring greater corporate efficiency and productivity; and

WHEREAS, if the United States is to remain a leader in the changing global economy, highest quality customer service must be a personal goal of every employee in business and industry; and

WHEREAS, a business built on customer service understands and anticipates the customer's needs and designs goods and services to meet those needs; and

WHEREAS, a business will do a better job of providing high quality goods and services by listening to its employees and by empowering them with opportunities to make a difference; and

WHEREAS, customer service professionals work in the front lines where an organization meets its customers and where supply meets demand; and

WHEREAS, Customer Service Week was celebrated this year by observing October 5-9, 2015 with different activities at various City buildings; and

WHEREAS, with responsive policies and procedures and with simple courtesy, customer service professionals can go a long way toward ensuring customer satisfaction.

NOW, THEREFORE, I, Pam Triolo, Mayor of the City of Lake Worth, Florida, by virtue of the authority vested in me, do hereby proclaim:

October 2015
as
National Customer Service Month

and invite all citizens of the City of Lake Worth, Florida to observe this week with appropriate programs and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 20th day of October, 2015.

_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela Lopez, City Clerk

CITY OF LAKE WORTH, FLORIDA

Certificate of Recognition
Presented To

Florida Food and Farm, LLC

The City is extremely grateful for the time and effort volunteered by Florida Food and Farm LLC.
Its' efforts will assist the City's Grounds Division in the overall maintenance program at PBSO's District 14 Office and PBC Fire Rescue Station 91. Awarded this day, October 20, 2015 for outstanding and commendable service.

Michael Bornstein, City Manager	Pam Triolo, Mayor

AGENDA DATE: October 20, 2015, Regular Meeting **DEPARTMENT:** City Clerk

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EXECUTIVE BRIEF

TITLE:
College Park Neighborhood Association Update

SUMMARY:
Mr. John Pickett, College Park 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 College Park Neighborhood Association was on August 19, 2014.

MOTION:
Not applicable

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

AGENDA DATE: October 20, 2015, Regular Meeting **DEPARTMENT:** City Clerk

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EXECUTIVE BRIEF

TITLE:
Tropical Ridge Neighborhood Association Update

SUMMARY:
Mr. Phil Materio, Tropical Ridge 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 Tropical Ridge Neighborhood Association was on March 18, 2014.

MOTION:
Not applicable

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

MINUTES
CITY OF LAKE WORTH
SPECIAL MEETING OF THE CITY COMMISSION
SEPTEMBER 29, 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 Andy Amoroso and Ryan Maier. Commissioner Christopher McVoy was absent. Also present were City Attorney Glen Torcivia, Acting City Manager Larry Johnson, and City Clerk Pamela Lopez.

2. PLEDGE OF ALLEGIANCE:

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

3. NEW BUSINESS:

A. Ratification of a collective bargaining agreement with the International Brotherhood of Electrical Workers Local 359-3 (IBEW)

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve and ratify the collective bargaining agreement with the International Brotherhood of Electrical Workers local 359-3.

Comments/requests summaries:

1. Commissioner Maier commented that the IBEW was one of three labor unions in the City and that many employees belonged in these unions. There was only one agreement before the Commission, which meant that two union agreements were still out. He said he was not sure how much discussion could be had because there were still issues under negotiation with two unions. The City was at this point; however, negotiations had not yet been reached. This suggested to him that there were issues and conflicts that he said he hoped could be resolved. He said he was concerned about those employees in the other two unions and recognized that many would not receive a 4% salary increase.

   Assistant City Attorney Lara Donley replied that the City was in active negotiations with the Public Employees and Professional Manager's & Supervisor's Association Unions and offered to discuss the issues privately with each of the elected officials. She said she wanted to make sure discussions were limited to the items on the agenda so that there would not be multiple discussions on a different item.

2. Commissioner Maier clarified that Assistant City Attorney Donely's comments were referring to the public and not a Commissioner. He said he was not trying to put out any information from open negotiations, which was the reason for his comments. The Commission recognized, as a team and as an entity, that there was a challenge before them and said he hoped a resolution could be reached.

3. Mayor Triolo commented that special precautions needed to be taken regarding public comments. She said the City released a statement on the website and if anybody had any questions about their current status, they could refer to the statement.

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

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

B. Renew insurance policies with Plastridge Agency for special events liabilities and through Public Risk Insurance Agency for property liability, and workers' compensation insurance coverage for Fiscal Year 2016

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve payment of premiums to Plastridge Agency for an amount not to exceed $25,035 and, through Public Risk Insurance Agency (PRIA), for various coverages in an amount not to exceed $825,514 for Fiscal Year 2015-2016; and authorize the Mayor to execute various insurance policies.

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

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

C. Agreement with Ben Few & Company, Inc. for full-time risk management consulting services

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve an agreement with Ben Few & Company, Inc. for expanded risk management consulting services in an amount of $60,000.

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

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

4. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to adjourn the meeting at 6:05 PM.

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

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: October 20, 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
OCTOBER 6, 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 Pastor Ray Stenersen, Lake Worth Apostolic Lutheran Church.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Christopher McVoy.

4. AGENDA - Additions/Deletions/Reordering:

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

- Delete Presentations, Item B – Certificate of Recognition to Florida Food and Farm, LLC for volunteerism;
- Delete Consent Agenda, Item A **-** Resolution No. 55-2015 – amend the list of observed legal holidays to add Columbus Day; and
- Approve the agenda as amended.

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

5. PRESENTATIONS:

A. Apprenticeship/Lineman Program Graduation for Marcus Neal

Walter Gill, Assistant Electric Utility Director, explained the educational process of the apprenticeship/lineman program. He said Marcus Neal was the first individual to graduate from the program.

Mayor Triolo presented a Certificate of Completion of Apprenticeship, Certificate of Program Completion, and Certificate of Apprenticeship for

Line Erector (Lineman) to Mr. Neal.

B. (Deleted) Certificate of Recognition to Florida Food and Farm, LLC for volunteerism

C. Southern Golf Central Magazine's framed article presented to the City

Christopher Fletcher, Golf Pro, explained that correspondent Mike May from the Southern Golf Central Magazine published an article about the history and beauty of Lake Worth's Golf Course. He presented the City with a plaque containing the article.

D. Parrot Cove Neighborhood Association update

Anthony Marotta, President, provided an update about the number of homes in their neighborhood, boundaries, board of directors, and events and activities. He announced the 2016 events and said volunteering and contributing to charities were important in their community.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Vice Mayor Maxwell: offered no report or comments.

Commissioner McVoy: asked if the Mayor's Four-County Southeast Florida Climate Compact pledge was approved by the City since they did not have the City listed as taking the pledge.

Commissioner Maier: announced his attendance at the September 13, 2015, Treasure Coast Regional Planning Council meeting; two issues that effected Lake Worth were: 1) a request from Miami-Dade County to remove sand from Palm Beach and Martin Counties to renourish their beaches, and 2) reduce the size of the Agriculture Reserve (AG Reserve) area around Lake Okeechobee to allow for higher density. He said a Planned Unit Development (PUD) changes zonings to be inconsistent.

Commissioner McVoy commented that the AG Reserve issue was scheduled at the October 26, 2015, County Commission meeting.

Commissioner Amoroso: cited upcoming events planned for Halloween, Veterans and Christmas Parades, and Christmas Bike Give-A-Way; announced that students sold their artwork in the Cultural Plaza on October 2, 2015, and said another sale would be scheduled before the holidays; and announced that children would be having a Bryant Park cleanup event on October 10, 2015.

Mayor Triolo: announced her attendance at the Metropolitan Planning

Organization meeting and suggested a work session be scheduled to discuss the Complete Street Program, announced that TriRail now had a shuttle to the airport, and House Bill 41 addressed hazards near schools and that an assessment of all roadways near schools would be done; thanked the Guatemalan community for the Archangel Michael celebration event; attended a Putt Putt golf tournament for charity; and attended the Rotary Club's Peace Pole dedication in front of City Hall.

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

The following individuals spoke on issues written on their comment cards:

Katie McGiveron asked for the City's Election Canvassing Board to be made up of people from outside the City to give a more honest perception than if the City ran the election. She asked for the election process to be kept honest.

Michael Chase Fox said he attended a couple of farm worker fund raisers, there were misgivings about migrant workers, said they gave more than they took, they were dehumanized and their families separated, and that the Farm Worker Coordination Council was doing what was best for the community and for Lake Worth.

Walter Harper announced the publication of his new book about the City, said all of the proceeds would go to the Friends of the Library and the Museum, and that the book was available for sale.

Brigitte Earl said she owned several buildings and received a notice that parking on the west side of G Street would no longer be allowed. She suggested making G Street a one-way, southbound road and said the City Manager would be scheduling a field meeting to discuss the parking issue.

Mayor Triolo read the comments written by Jon Faust. Mr. Faust wrote that the Neighborhood Association Presidents Council would like to thanked the City for having American flags hung from the light poles in preparation for the Veterans Day Parade and activities.

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Mary Lindsey, Jo-Ann Golden, Michelle Sylvester, Loretta Sharpe, and Richard Stowe.

8. APPROVAL OF MINUTES:

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

A. City Commission Meeting – September 15, 2015
B. City Commission Special Meeting – September 22, 2015

Comment/request summary:

1. Commissioner McVoy commented that it was rude for the Commission or City Manager not to address the publics' comments. He asked for a means to allow for comments on the publics' comments.

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

9. CONSENT AGENDA:

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

A. (Deleted) Resolution No. 55-2015 – amend the list of observed legal holidays to add Columbus Day

The following resolution was deleted from the agenda:

RESOLUTION NO. 55-2015 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING THE SECOND MONDAY IN OCTOBER AS A LEGAL HOLIDAY FOR ALL CITY EMPLOYEES; AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO ESTABLISH RULES FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.

B. Resolution No. 56-2015 – amended agreement with the Supervisor of Elections Office for equipment use and election services and designate the Municipal Canvassing Board

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

RESOLUTION NO. 56-2015 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AN AMENDED AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF LAKE WORTH; DESIGNATING THE CITY'S CANVASSING BOARD; AND PROVIDING AN EFFECTIVE DATE.

C. Resolution No. 57-2015 Amendment 001 to the Interlocal Agreement for the CDBG-funded 11th Avenue South Right-of-Way Improvements project

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

RESOLUTION NO. 57-2015 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AMENDMENT 001 TO THE 11TH AVENUE SOUTH RIGHT-OF-WAY IMPROVEMENTS PROJECT INTERLOCAL AGREEMENT TO EXTEND THE TIME OF PERFORMANCE; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 001 TO THE PROJECT INTERLOCAL AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

D. First Amendment to the Legal Services Agreement with the Law Firm of Caldwell Pacetti Edwards Schoech & Viator LLP

E. Ratify appointment of a board member to the Electric Utility Advisory Board

F. Ratify the appointment of a board member to the Historic Resources Preservation Board

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

10. PUBLIC HEARINGS:

A. Ordinance No. 2015-12 – Second Reading and Public Hearing – amend various sections in the City's Land Development Regulations

City Attorney Torcivia read the following ordinance by title only:

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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2015-12 on second reading.

Comments/requests summaries:

1. Commissioner Maier commented that he wanted to address rushing through the agenda. He said this was about the fourth time this ordinance was before them, and the reason for this being on the agenda was because two Commissioners did not have time to vote. He urged everyone not to be in haste to ask for a motion.

2. Commissioner McVoy commented that the purpose of the Commission with five people was to have a diversity of viewpoints. It was the duty of the chairperson to respect the Commission and make sure that they were represented and allowed to make comments. The Mayor had an obligation to make sure there were no pending comments.

3. Commissioner McVoy commented that language on one of the portions in the ordinance was very vague and very subjective and other communities had similar material for their Land Development Regulations. He said he got the impression that the ordinance was not very far from "spot zoning" and was being rushed through at the request of the Gulfstream Hotel owners.

   Vice Mayor Maxwell asked Commissioner McVoy where he got his information from.

4. City Attorney Torcivia explained that on September 15, 2015, three members of the City Commission voted to approve the ordinance. At that meeting, the Mayor was in the process of having Commission comments and Commissioner McVoy was finishing up his comments.

5. Mayor Triolo said everybody had the right to speak and give their opinion, but when an elected official does not like the results of that opinion, they did not have the right to beat everybody over the head with their comments and opinions over again. Elected officials stated their opinions, and everyone had a chance to say that opinion and have diversity, which Commissioner McVoy spoke of. Elected officials did not have the right to say it over and over again because they did not get their way on the vote. It was improper and wrong. She said she and everyone else did not do this, but sometimes an elected official did not always get what they wanted. She asked Commissioner McVoy not to blame her for being rude when he was the one speaking out of order and out of turn. He was violating their very rules by making his comments. Everyone had a chance to speak and she said she always gave everybody a chance to vote. At the last meeting, Commissioners McVoy and Maier did not vote on this ordinance. They knew they were supposed to vote. It was the elected official's job to vote on things whether they liked it or not. It was their job to vote on the motion.

6. Vice Mayor Maxwell commented that it was against State law not to vote. He called for the question.

   City Attorney Torcivia replied that everyone had an obligation to vote. He understood that two Commissioners did not have an opportunity to vote. He said everyone could voice their opinion then take a vote. He said this was a public hearing and there was a need to hear public

comment before the motion was voted on.

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

Jo-Ann Golden said she tried to comment at the last meeting about the Land Development Regulations. She asked for the executive brief in the backup material to include the reason for what was being proposed and the reason for the changes.

Mary Watson said she was concerned about moving towards “spot zoning” to help a developer. She said she was not sure what was in the ordinance; however, she and her neighbors were concerned about density, being able to purchase two or three lots that would result in development, and wanted to preserve the integrity of her neighborhood.

Loretta Sharpe commented that the City spent seven years writing the Land Development Regulation. Everyone could now read the regulations and understand what they meant. She said she was tired of hearing someone state that “all my neighbors were against.” If neighbors were against something, then they should attend the meeting and voice their objection.

Peggy Fisher asked someone to explain that the ordinance was not “spot zoning” and give people the truth.

John Szerdi said he understood that the ordinance was created for consistency between the Future Land Use Map and the Land Development Regulations. The ordinance was not “spot zoning”, but an effort by the City to make things consistent and compatible. He said for years there was inconsistency, which caused confusion. This ordinance was staff’s effort to make things consistent and was a housekeeping item.

Comment/request summary:

7. William Waters, Community Sustainability Director, replying to the publics’ comments explained that the ordinance did not change any provision in the Comprehensive Plan for density and Floor Area Ratio. It addressed a provision in the code to request a rezoning, modification to the Comprehensive Plan, or a combination of both. Another piece was a mixed-use urban development provision that allowed a Planned Unit Development (PUD) in a mixed use district east of I-95, and another piece was to provide an incentive for single-story homes in single family zoning districts.

Vice Mayor Maxwell withdrew his request to call the question in order for Commissioner McVoy to speak.

Comment/request summary:

8. Commissioner McVoy commented that he had a big problem with the concept that the Commission was limited in doing their representation of their citizens in order to get out of the meeting by 8:00 PM.

Vice Mayor Maxwell called the question.

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

11. UNFNISHED BUSINESS:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

A. Ordinance No. 2015-14 – First Reading – create valet parking regulations and schedule the public hearing date for October 20, 2015

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2015-14 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 19, STREETS AND SIDEWALKS, BY ADOPTING ARTICLE VII "VALET PARKING" TO REQUIRE A PERMIT FOR COMMERCIAL BUSINESSES THAT PROVIDE VALET PARKING SERVICES; PROVIDING FOR DEFINITIONS, APPLICATION CRITERIA AND PROCESS, PERMIT CONDITIONS AND RESTRICTIONS, INDEMNIFICATION AND INSURANCE, ENFORCEMENT AND APPEALS AND FOR OTHER PURPOSES; AND PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2015-14 on first reading and schedule the public hearing date for October 20, 2015.

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

Loretta Sharpe asked where the valet parking area would be located and said she opposed the area being on Lake Avenue.

Comments/requests summaries:

1. City Manager Bornstein commented that the City would first have to receive a valet parking permit request in order to determine its

location. He said there was angled parking on J Street and valet parking would affect those businesses and traffic on J Street.

2. Commissioner McVoy asked if there was less traffic on the side streets than Lake and Lucerne Avenues.

   City Manager Bornstein replied that there was more traffic on Lake and Lucerne Avenues. The permit application would include the number of parking spaces requested. Currently there was no regulation for valet parking. He said the criteria in the ordinance was comprehensive and restricted the number of spaces to request.

3. Vice Mayor Maxwell asked if the City could designate an area to be used.

   Mayor Triolo replied that the parking allowed in front of the Lake Worth Playhouse was approved by the City Manager. Other cities had valet parking lots, which were leased. Having these lots provided more parking because the valets took the cars away from the main streets. She said she had no objection to putting the parking area in other areas and believed in providing valet parking. She commented that there was not enough parking, especially during events.

4. Commissioner Maier said the ordinance was an additional layer of protection and made the rules stronger in order to prevent the downtown area from being congested.

Mayor Triolo reopened the time to allow for public comment.

Bridgette Earl asked for valet parking on G Street.

Comment/request summary:

5. Commissioner Amoroso clarified that the City was not offering valet parking, but businesses could request a permit for valet parking.

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

B. Ordinance No. 2015-15 – First Reading – amend the City's Sidewalk Café ordinance and schedule the public hearing date for October 20, 2015

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2015-15 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 19, STREETS

AND SIDEWALKS, ARTICLE IV, SIDEWALK CAFES, BY AMENDING SECTION 19-52, PERMIT REQUIREMENTS AND FEE, TO ADDRESS RIGHTS-OF-WAY THAT ARE SUBJECT TO A CITY LEASE; PROVIDING FOR COMPLIANCE OF PERMITTEES WITH SUCH LEASE REQUIREMENTS; AMENDING SECTION 19-53, PERMIT APPLICATION, TO ADDRESS FEES; AND FOR OTHER PURPOSES; AND PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2015-15 on first reading and schedule the public hearing date for October 20, 2015.

City Manager Bornstein explained that the ordinance addressed the Florida Department of Transportation's proposed lease agreement terms and conditions and to make the City's sidewalk café permittees aware of and subject to them.

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

Loretta Sharpe said she knew the Florida Department of Transportation wanted to get paid for usage of their right-of-way. She commented that it was easier to fight the State than the residents.

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

C. Discuss the Lake Worth Beach Complex, Casino Building Vacant Space and Municipal Pool Invitation to Negotiate (ITN)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to terminate the Invitation to Negotiate.

Mayor Triolo announced that it was time for public comment.

Katie McGiveron said she hoped the Invitation to Negotiate (ITN) process was ended. She said she was concerned about Hudson Holdings. After the last Commission meeting there was a news conference that none of the Commission knew about. She asked how Hudson Holdings got into the Casino Building for the news conference. She apologized to the Commission for taking them by surprise at the last meeting and said she did not blame them because Hudson Holding made statements on their own.

Loretta Sharpe said she never saw a building like the Casino. It was a disaster and the business plan was a disaster. She said she attended a wedding in Georgia and the facility provided a suite of rooms for the bride,

groom, and their attendants to change their clothes. She said a place like that was where someone went for events and not the crazy Casino Building where the water ran under the doors or where the door handles were rusty. She said the ITN was a mistake, and the building should be made rentable because the City was not rich.

Mary Watson commented that she was shocked to hear about Hudson Holdings' news conference and was surprised that the Commission did not know anything about it. She said this could be a Sunshine Law violation. People were interested in the beach area and Hudson Holdings agreed that a decision about the beach area should be voted on by the people.

Jo-Ann Golden said she was glad that the ITN was ended. It was a travesty to the City and should not have been done. The ITN lacked transparency in government. She said a Private/Public Partnership No. 3 proposal submitted to the City by Hudson Holdings needed to be explained by the Commission and not the proposer. Residents needed to be the leaders. Any description or notice would be through the City and not through the private partner. She said there was a need to make sure the process was transparent.

Action: Amended motion made by Commissioner McVoy and seconded by Commissioner Maier to terminate the Invitation to Negotiate and reject all proposals.

Comment/request summary:

1. Mayor Triolo commented that she understood the City Manager had brought forward the ITN process in order to bring ideas to the table, which was a disaster. She suggested the ITN process not be brought before the City again.

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

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION:

1) Update on the electric utility system

No update was provided.

B. CONSENT AGENDA:

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

agenda.

C. PUBLIC HEARING:

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

D. 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. October 20, 2015 – draft Commission agenda

City Manager Bornstein provided the following report:

- Announced that there was an initial comprehensive meeting with staff, Siemens, and URS (the City's Owners Representative) this week. Everyone spent several hours talking about the process and the need to receive monthly reports so that the Commission was kept in the loop on the project and acquisition of supplies. He said something should begin in December. He commented that the project included new street lighting, solar panels installed at the landfill, upgraded lighting in City facilities, and replacement of all water and electric meters to improve accuracy and applications to monitor customer usage. He said everyone would be kept informed on the project.

- Reported that meetings with the new Florida Department of Transportation District Secretary were being scheduled. He said they did not want to bring their streets up to standard. He commented that he would not support the Commission accepting their streets without them and the infrastructure being up to standards.

- Announced his attendance at the International City Manager Association's conference. He said he spoke to some of the Commission about bringing forward ideas on communication and outreach into the community. He said other cities were already on the cutting edge with newsfeed and electronic outreach.

16. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to adjourn the meeting at 7:41 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: October 20, 2015

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

AGENDA DATE: October 20, 2015, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Maintenance Agreement with Kennedy Homes LLC to furnish and install landscaping and irrigation in and around the City maintained right-of-way

SUMMARY:
The Agreement provides for the owner of Lucente Townhome to furnish, install and maintain landscaping and irrigation in and around the right-of-way north of Lucerne Avenue between North J and K Streets.

BACKGROUND AND JUSTIFICATION:
As a condition of project approval, the City's Public Services Department required that Kennedy Homes LLC (owner) to improve the right-of-way that borders the southern property line of the site and across the right-of-way. The right-of-way lies between North J and North K Streets and is the first alleyway north of Lucerne Avenue. The Owner has proposed new landscaping and irrigation improvements that have been approved by the City. The Maintenance Agreement specifies the maintenance responsibilities of the owner. The Maintenance Agreement will be recorded in Official Records and will be binding on the current and future owner of the project. Since the City maintains the right-of-way, a revocable permit agreement is not appropriate for the mere maintenance of the adjacent landscaping and irrigation.

MOTION:
I motion to approve / disapprove the Maintenance Agreement with Kennedy Homes LLC.

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

Record and return to:
City of Lake Worth
Attn: City Clerk
7 N. Dixie Highway
Lake Worth, FL 33460

MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Lake Worth, a Florida municipal corporation ("City"), whose address is 7 North Dixie Highway, Lake Worth, Florida 33460, and Kennedy Homes LLC, a Florida Limited Liability Company, whose address is 6400 Congress Avenue, Suite 2175, Boca Raton, Florida 33487 ("Owner").

WHEREAS, the Owner or its successors and assigns are required by PZB Project#14-01400016 (the Approval for the Lucente Site Plan) to comply with all requirements of alley maintenance established by the City; and

WHEREAS, Owner shall install landscaping in the right-of-way, pursuant to the approved landscaping plan and shall maintain the landscaping and irrigation in the right-of-way area; and

WHEREAS, this Agreement shall in no way be deemed an actual, constructive or any other type of abandonment by the City of the public right-of-way area between North J and North K Streets; and

WHEREAS, the parties agree that Owner, its successors or assigns will install, maintain and replace, if necessary, landscaping and irrigation within the right-of-way area between North J and North K Streets, as identified in Exhibit "A" ("Project Area") attached hereto, and

WHEREAS, as the City currently maintains the alley a revocable permit, under Article III of Chapter 19 of the Code of Ordinances, would not be applicable in this case, and

WHEREAS, both parties seek to clarify and specify the obligations of each party with respect to such activities.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City agree as follows:

ARTICLE 1. AUTHORITY

Each party represents that it has the authority to enter into this Agreement, and upon execution, the Agreement shall constitute a legally-binding obligation.

ARTICLE 2. SCOPE OF SERVICES

A. The Owner has submitted and the City has approved the landscape plan for the right-of-way area depicting all plant materials and quantities to be installed. All plant material installed shall be approved the City as it relates to the health and quality of the plant material.

B. The Owner shall be responsible for purchasing and installing all plant, tree, hedge or grass material or any other material as required by the Owner's approved landscaping plan. Owner shall further be responsible for obtaining all permits and approvals from all applicable governmental agencies.

C. The Owner will be responsible for supplying the right-of-way with a sufficient water supply to maintain the planting within the land depicted on Exhibit "A" and landscaping and irrigation as depicted on Exhibit "B", attached hereto and incorporated herein. The controller and time clocks will be housed within the community. The Owner shall also be responsible for the maintenance of the irrigation system from the control valve to the water source, together with its pump(s), in order to supply the water needed for the land in Exhibit "A". The Owner will irrigate the land areas in accordance with South Florida Water Management District's guidelines and/or approved industry standards. The Owner shall be responsible to purchase, install and furnish all water, equipment and any other material required or needed to provide irrigation services for the landscaped area.

D. The Owner shall provide landscape maintenance services within the Project Area under the terms and conditions of this Agreement and in accordance with the landscape maintenance standards as determined by the City in its sole and absolute discretion.

ARTICLE 3. MAINTENANCE

The Owner shall be responsible to maintain, which means the proper watering and proper fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper height; to properly prune all plants which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below Code standards. All plants removed for whatever reason shall be replaced by plants of the same grade, not necessarily the same plant but of acceptable quality to the City and the Owner, and of a size comparable to those existing at the time of replacement. To maintain also means to keep litter removed from the landscaped areas in the right-of-way. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

If at any time after the execution of this Agreement by the Owner, it shall come to the attention of the City that the landscaping is not properly maintained pursuant to the terms and conditions of this Agreement then the City may at its option issue a written notice that a deficiency or deficiencies exist, by sending a certified letter to the Owner. Thereafter, the Owner shall have a period of thirty calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the City may at its option, proceed as follows:

A. Maintain the landscaping or part thereof, and invoice the Owner for expenses incurred.
B. Cite the Owner for failure to comply with the City's Ordinances.
C. Terminate this Agreement and require the Owner to comply with the City's current ordinance regarding landscaping.

ARTICLE 4. TERMINATION

If for any reason the City decides that it needs the right-of-way between North J and North K Streets or for any other public purpose this Agreement shall terminate, and the Owner shall be

required to comply with the City's current Code of Ordinances regarding landscape requirements. Owner shall remove all landscaping, that it installed, from the right-of-way within 20 days of such notification, if so requested by the City. If the Owner fails to remove the landscaping that it installed within the 20 day period, the City may remove the landscaping and dispose of it in any manner as determined by the City in its sole and absolute discretion.

ARTICLE 5. RESPONSIBILITY

Owner, in consideration of the mutual covenants set forth herein, agrees to defend, indemnify, and hold harmless the City, its agents, officers, employees and servants from any and all claims, suits, causes of action or any claim whatsoever made, and damages, which may result from the installation or maintenance of the landscaping in the public right-of-way. Owner further agrees to hold the City, its agents, officers, employees and servants harmless for any damage to the improvements Owner places within the public right-of-way. It is understood that any cost for replacement of landscaping or repairs to the improvements shall be the Owner's responsibility, and the City will not be held liable for any damage as a part of the maintenance or construction within the said public right-of-way.

ARTICLE 6. ENTIRE AGREEMENT.

This Agreement shall constitute the entire Agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this Agreement, which alone fully and completely expresses their understanding.

ARTICLE 7. ASSIGNMENT.

The City agrees to allow assignment of this agreement from the Owner to Lucente Homeowners' Association, Inc and this Agreement may not be further assigned or transferred by the Owner, in whole or part without the prior written consent of the City.

ARTICLE 8. BINDING EFFECT.

This Agreement shall be binding on the Parties, their respective heirs, successors, legal representatives, and permitted assigns and shall be recorded in the Public Records of Palm Beach County and shall run with the land.

ARTICLE 9. GOVERNING LAW AND VENUE.

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

Executed by the City this _____ day of _____, 2015.

CITY OF LAKE WORTH, FLORIDA

[SEAL]

By: _____
Pam Triolo, Mayor

ATTEST:

By:_____
Pamela J. Lopez, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____ FOR
Glen J. Torcivia, City Attorney

Executed by the Developer this _____ day of _____, 2015.

WITNESS:

By:_____

Printed Name: Lindsay Hilston

By: Janeth M. Bigano-Perdomo

Printed Name: Janeth M Lizano-Perdomo

KENNEDY HOMES LLC

By: S. Gravett, CEO

Print Name: Stephen Gravett
Title: CEO

[CORPORATE SEAL]

STATE OF Florida}
COUNTY OF Palm Beach}

The foregoing instrument was acknowledged before me this 24 day of Sept, 2015 by Stephen Gravett, as CEO of Kennedy Homes LLC, a Limited Liability Company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Teresa Hugo Tigert
NOTARY PUBLIC

PRINT NAME: Teresa Hugo Tigert

MY COMMISSION EXPIRES:_____

NOTARY PUBLIC STATE OF FLORIDA
TERESA HUGO TIGERT
MY COMMISSION # FF 087126
EXPIRES: March 8, 2018
Bonded Thru Budget Notary Services

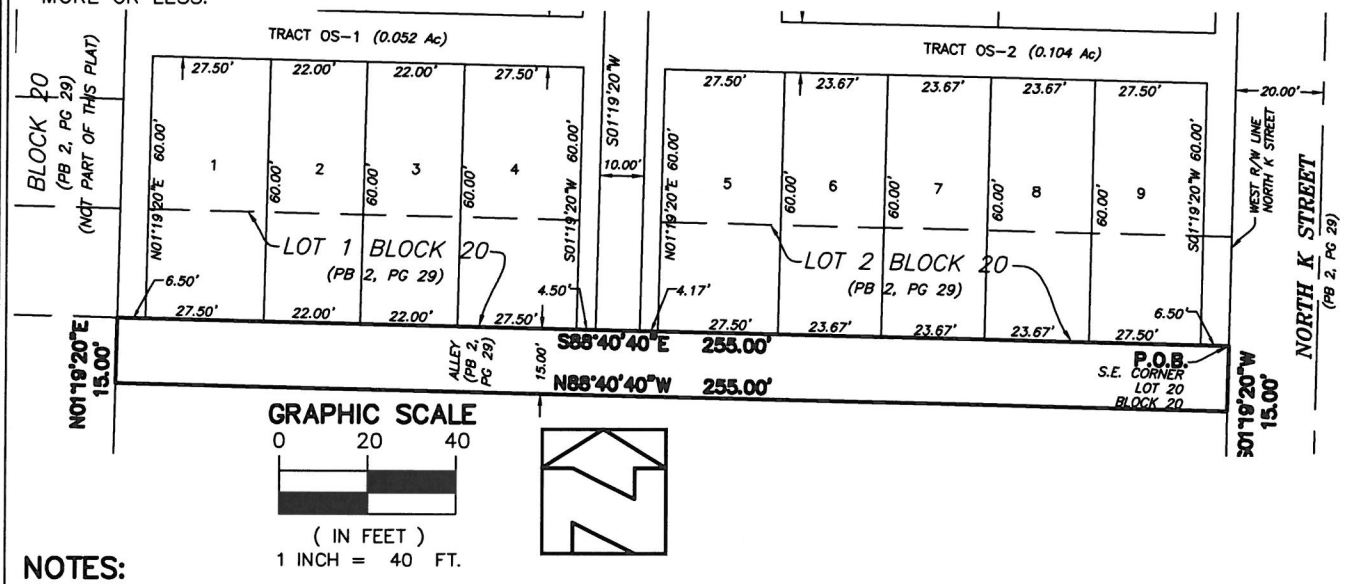
EXHIBIT "A" PROJECT AREA

LEGAL DESCRIPTION:

A 15' FOOT ALLEY LYING SOUTH OF LOT 20 BLOCK 20, THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSITE OF LUCERNE NK/A LAKE WORTH, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS;

BEGINING AT THE SOUTHEAST CORNER OF LOT 20 BLOCK 20 OF SAID PLAT ALSO BEING THE WEST RIGHT-OF-WAY LINE OF NORTH K STREET; THENCE S.01°19'20"W., A DISTANCE OF 15.00 FEET; THENCE N.88°40'40"W., A DISTANCE OF 255.00 FEET; THENCE N.01°19'20"E., A DISTANCE OF 15.00 FEET; THENCE S.88°40'40"E., A DISTANCE OF 255.00 FEET; TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 3,825 SQUARE FEET OR 0.0878 ACRES MORE OR LESS.



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 RELATIVE TO THE SOUTH LINE OF LOT 20 BLOCK 20, BEARING S88°40'40"E. BEARING S88°40'40"E.
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 FIELD SURVEY AS SUCH.
6. R/W - DENOTES RIGHT-OF-WAY
7. P.O.B. - DENOTES POINT OF BEGINNING
8. L - DENOTES ARC LENGTH
9. P.B.. - DENOTES PLAT BOOK
10. PG. - DENOTES PAGE

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 JULY 31, 2013. 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.

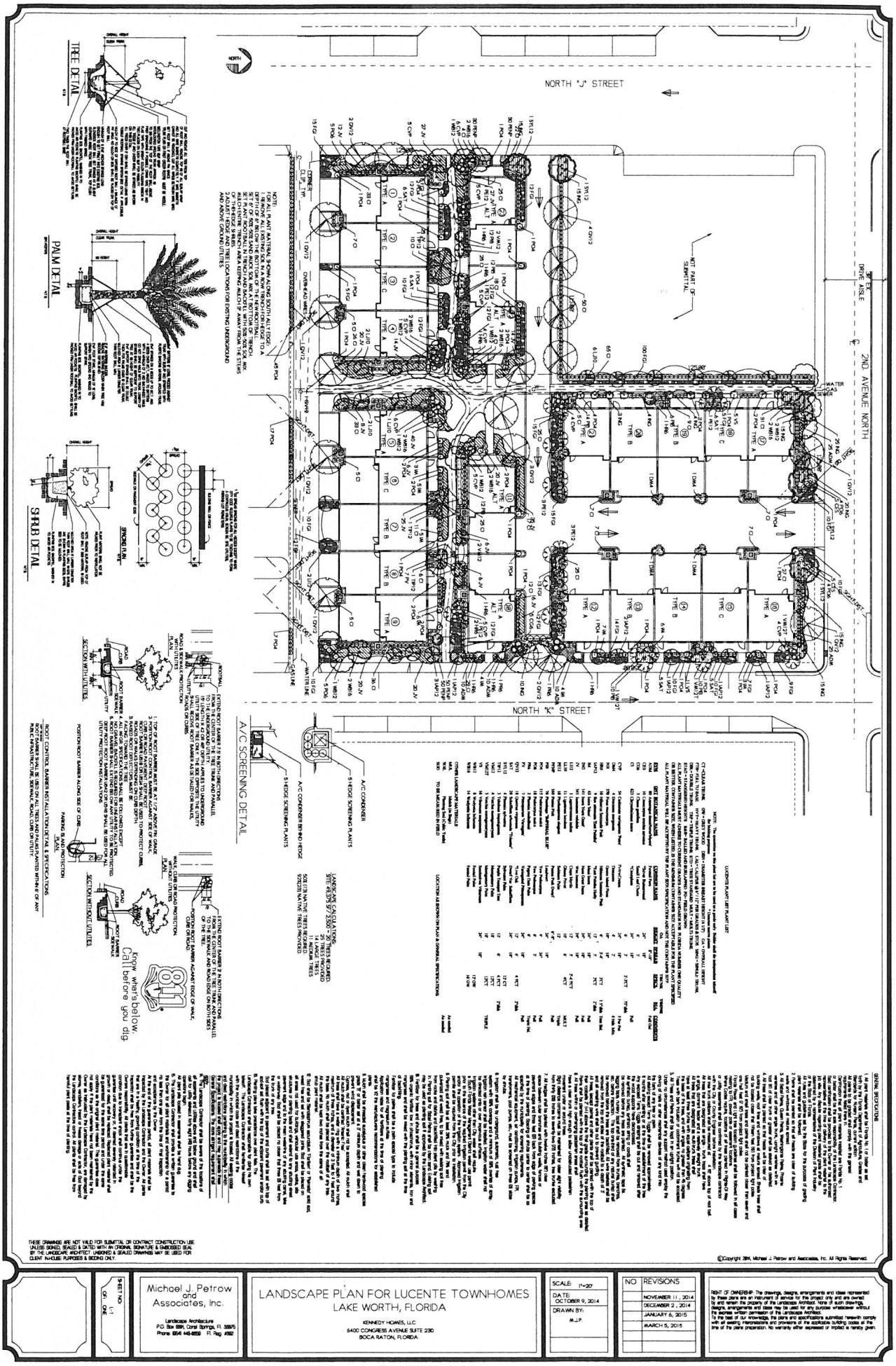
DAVID P. LINDLEY, P.L.S.
REG. LAND SURVEYOR #5005
STATE OF FLORIDA - LB #3591

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

15' ALLEY MAINTENANCE AGREEMENT
SKETCH AND DESCRIPTION

DATE	9/17/15
DRAWN BY	TW
F.B./ PG.	N/A
SCALE	1"=40'
JOB NO.	7142

EXHIBIT "B" LANDSCAPE PLAN



AGENDA DATE: October 20, 2015, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Variance Agreement to allow brick pavers on a driveway and City right-of-way on property located at 529 21st Avenue North

SUMMARY:
The Agreement with owner's Amber Gordon and Shaun Cardoza will allow for the encroachment of brick pavers into the City right-of-way and protect the City from any future liability.

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

On October 2, 2015, the Public Services Director authorized the variance; however, in order to protect the City from any liability (or if the City needs to remove the pavers for future work or any other reason), a variance agreement will hold the City harmless and not require replacement of the pavers in the right-of-way. Upon completion of any improvements in the right-of-way, the City would then perform a repair with concrete or the pavers could be reinstalled at the owner's expense. There is currently no existing variance agreement for brick pavers on this property.

MOTION:
I move to approve/not approve a variance agreement with Amber Gordon and Shaun Cardoza.

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

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

VARIANCE AGREEMENT

THIS VARIANCE AGREEMENT (hereafter "Agreement") is made and entered into this 6 day of October, 2015, by and between Property Owner's Amber Gordon and Shaun Cardoza, (hereafter the "OWNERS") and the CITY OF LAKE WORTH, a municipal corporation under the laws of the State of Florida (hereafter "CITY").

WITNESSETH:

WHEREAS, the OWNERS are fee simple owners of the property legally described as follows:

Lots 15 and 16, Block 8,, THE PIONEER INVESTMENT CO. PLAT NO. 2 OF WORTHMORE PARK, according to the Plat thereof, as recorded in Plat Book 13, Page 76, of the Public Records of Palm Beach County, Florida (P.C.N. 38-43-44-16-05-008-0150

more commonly known as 529 21st Avenue North, Lake Worth, Florida (the "Property" hereafter); and

WHEREAS, the OWNERS have remodeled their existing driveway and have constructed a driveway consisting of interlocking brick pavers, a portion of which encroaches on the CITY's public right of way (hereinafter referred to as the "Driveway"); and

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

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

WHEREAS, a portion of the OWNER's Driveway is located in the CITY's right of way and does not meet the minimum requirements of Section 19-26(d) of the CITY'S Code of Ordinances which require all driveway approaches and walkways to be constructed of 6-inch thick concrete; and

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

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

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

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

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

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

.

3. The OWNERS have acknowledged and agreed that they have acted entirely at their own peril in constructing the Driveway and the OWNERS shall have no claim, recourse or other grounds for relief against CITY as a result of any damages arising out of, or related to, the Driveway and/or its removal, reconstruction or restoration.

4. The OWNERS agree that they shall maintain that portion of the Driveway encroaching on CITY's right of way and abate all hazards associated with the Driveway in a manner satisfactory to the CITY and, if they fail to do so, the CITY shall have the right to: (a) terminate this Agreement and have the Driveway located in the CITY's right of way removed; and/or (b) maintain that portion of the Driveway in the CITY's right of way and the cost for such maintenance shall be assessed against the OWNERS and

shall become a lien on the Property if not paid within thirty (30) days after such assessment.

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

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

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

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

9. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

10. WAIVER OF TRIAL BY JURY: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

11. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida. No remedy herein conferred upon any part 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 statue or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

13. Except as may be required in paragraph 6 above, all parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LFET BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH

Reviewed and approved for execution:

By:_____
Jamie Brown, Public Services Director

Approved as to form and legal sufficiency:

By: _____ FOR
Glen Torcivia, City Attorney

PROPERTY OWNER

By:_____
AMBER GORDON, OWNER

_____
Witness
Felipe Lofaso

_____
Signature of Witness

Printed Name: _____

_____
Signature of Witness

Printed Name: James H. Dorvil

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of October, 2015 by **AMBER GORDON**, who is [☐ personally known to me] or who has produced [☑ FL Driver's License] as identification.

Notary _____

Printed Name of Notary
James H. Dorvil

James H. Dorvil
Notary Public
State of Florida
My Commission Expires 08/04/2018
Commission No. FF 147584

Witness Felipe Lofaso

PROPERTY OWNER

By:_____
SHAUN CARDOZA, OWNER

_____
Signature of Witness

Printed Name: Valensia Joseph

_____
Signature of Witness

Printed Name: James H. Dorvil

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

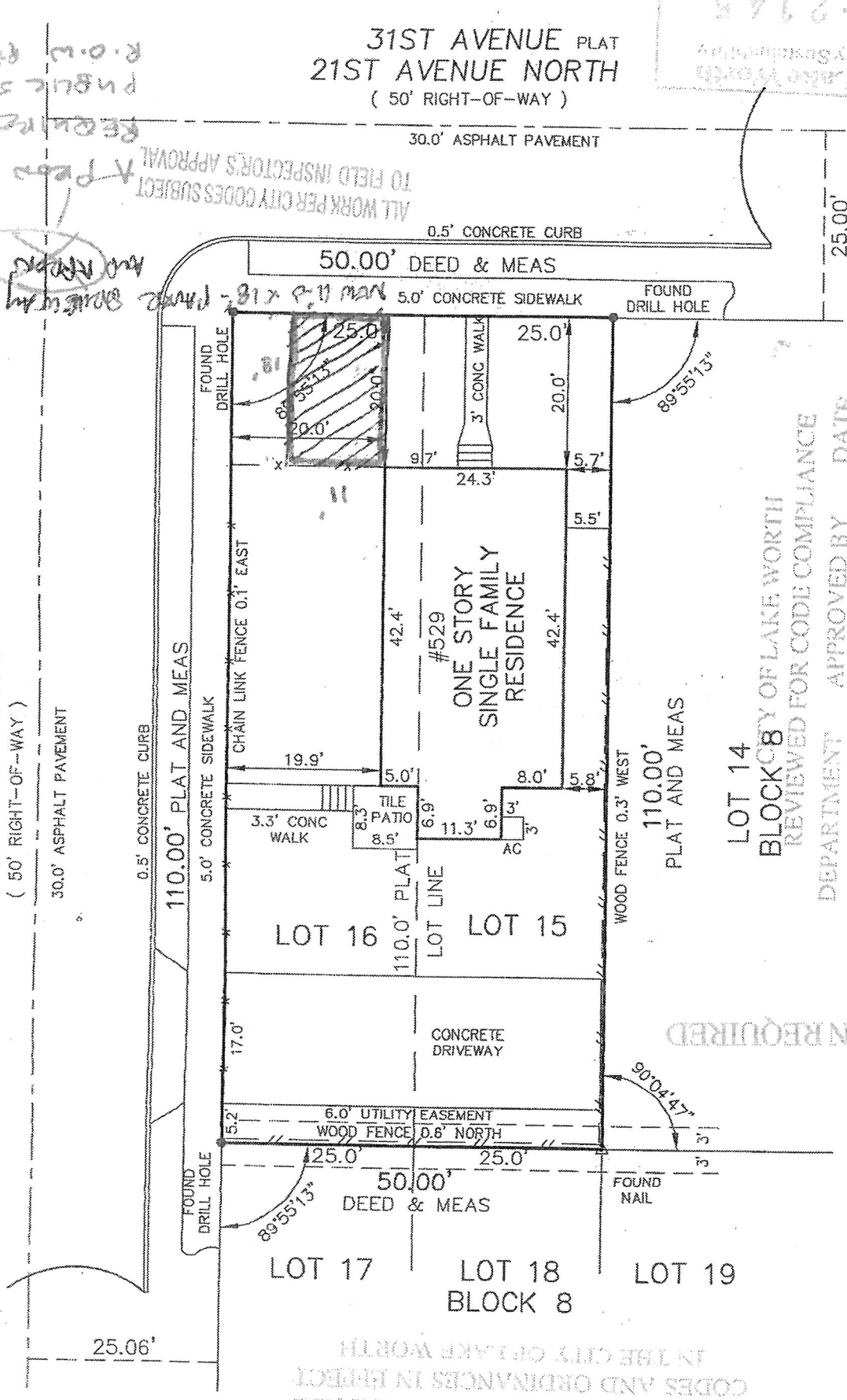
The foregoing instrument was acknowledged before me this 2nd day of October, 2015 by **SHAUN CARDOZA**, who is [☐ personally known to me] or who has produced [☑ FL Drivers License. as identification.

Notary

Printed Name of Notary
James H. Dorvil

James H. Dorvil
Notary Public
State of Florida
My Commission Expires 08/04/2018
Commission No. FF 147584

EXBIBIT A – COPY OF SURVEY ATTACHED



CITY OF LAKE WORTH
REVIEWED FOR CODE COMPLIANCE
DEPARTMENT APPROVED BY DATE
ZONING CUP 7/7/2015

1. PROVIDE SEPERATION ON PLANS
2. MUST OBTAIN R.O.W PERMIT FROM PUBLIC SERVICES 561-586-1720

Official Permit Record
City of Lake Worth
Community Sustainability
15-2143

ALL WORK PER CITY CODES SUBJECT TO FIELD INSPECTOR'S APPROVAL

FINAL INSPECTION REQUIRED

JOB SITE COPY
SUBJECT TO COMPLIANCE WITH ALL CODES AND ORDINANCES IN EFFECT IN THE CITY OF LAKE WORTH

CERTIFICATION

I HEREBY CERTIFY THAT I MADE THAT IT IS TRUE AND CORRECT MY KNOWLEDGE AND BELIEF.

BY: _____
ROBERT A. BUGGEE, FLORIDA LA
233 E. GATEWAY BLVD., BOYNT
DATE OF FIELD SURVEY: 10/3

http://www.co.palm-beach.fl.us/papa/Asps/papagis/papagis.aspx?qvalue=38434416050080150

co.palm-beach.fl.us | PAPA Maps

File Edit View Favorites Tools Help

Convert Select

Add to favorites

Favorites | Feeds | History

- Co. Agencies
  - Clerk & Comptroller, Palm Beach ...
  - Co. - SOE
  - Commission on Ethics
  - Palm Beach County Government
  - PAPA
  - PBC League of Cities
  - Tax Collector
- Dell
- Favorites Bar
- Microsoft Websites
- MSN Websites
- Organizations
- State Agencies
- Websites for United States
- Windows Live
- calculate date
- Cisco Phone Setup
- City of Lake Worth
- Code
- Commission on Ethics - Opinions
- Current Weather Conditions (radar)
- dictionary
- FL League of Cities
- LW Code of Ordinances
- LW Intranet
- naviline
- NOAA
- PB Post
- Publications for Records Managemen...
- Representatives-list
- Sun-Sentinel
- The National Notary Association Onli...
- Track-It
- USPS.com® - ZIP Code™ Lookup
- White Pages
- Yellow Pages
- Weather

Turn on Suggested Sites...

Gary R. Nikolits, CFA
Property Appraiser
Palm Beach County

PAPA Search
PAPA Home

Search

Search | Results | Detail

View Property Record

Owners

RHA 2 LLC

Property detail

Location	522 21ST AVE N
Municipality	LAKE WORTH
Parcel No.	38434416050090210
Subdivision	WORTHMORE PARK IN
Book	26678 Page 1584
Sale Date	FEB-2014
Mailing Address	3505 KOGER BLVD STE 400 DULUTH GA 30096 7672
Use Type	0100 - SINGLE FAMILY
Total Square Feet	888

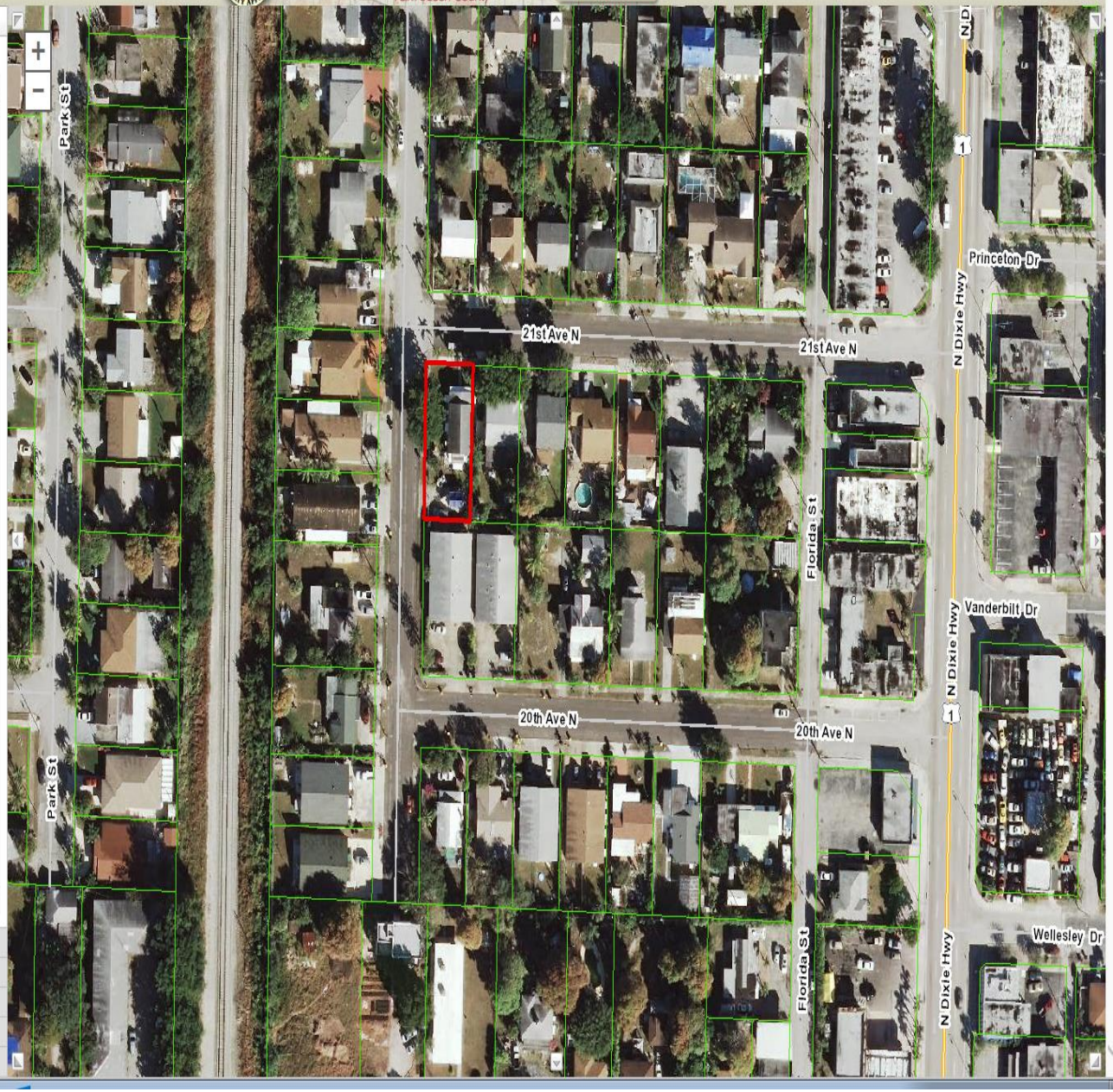
Sales Information

Sales Date	Price
FEB-2014	75000
APR-2008	100000
FEB-2004	60000
FEB-2004	10

Appraisals

Tax Year	2015 P
Improvement Value	$42,378
Land Value	$20,967

Tools
Layers
Print
Messages
Instructional Videos



AGENDA DATE: October 20, 2015, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Purchase Order for one new refuse heavy equipment vehicle through the Florida Sheriff's Bid

SUMMARY:
The Purchase Order will provide for the replacement of a front load commercial garbage truck that has reached the end of its useful life.

BACKGROUND AND JUSTIFICATION:
The Refuse Division currently operates 22 heavy equipment vehicles that collect the City's commercial and residential garbage, trash, vegetation, and recycling disposal materials.

The Division is actively engaged in the replacement process of high hour and high mileage vehicles to ensure all the equipment is up to the latest safety and operational standards. Downtime in the Refuse Division is not an option and the scheduled replacement of these vehicles is necessary to maintain an efficient operation. The costs to repair these vehicles is extremely high overall and replacement is the best option financially.

The Refuse Division will be replacing vehicle #63 (Front Load commercial truck). Vehicle #63 has over 10,000 hours on it, was purchased in 2004, and has reached the end of its useful life. This vehicle is being purchased through the Florida Sheriff's Bid #15-13-0904.

MOTION:
I move to approve / disapprove the purchase of one (1) new refuse heavy equipment vehicle.

ATTACHMENT(S):
Fiscal Impact Analysis
Nextran Dealer quote – Front Load Truck
Florida Sheriff's Bid Award

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	247,976.77	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	247,976.77	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services

Account Number	Account Description	FY2016 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
530-9010-549.64-30	City fleet / Machinery / Equip	960,000	RF1402	960,000	247,976.77	712,023.23

C. Department Fiscal Review: _FL_

PROPOSAL

Especially Prepared For:

CITY OF LAKE WORTH
1749 3rd AV S
LAKE WORTH, FL 33460

Presented By:

David Gluckler
NEXTRAN TRUCK CENTER
7810 ADAMO DR

TAMPA , FLORIDA 33619
dgluckler@nextrancorp.com

Especially Prepared For:

CITY OF LAKE WORTH
1749 3rd AV S
LAKE WORTH, FL 33460

RE: MACK TERRAPRO CABOVER (MRU613)
REFUSE, FRONT LOADER On/Off Hwy

Thank you for the opportunity to review your current truck needs and present this proposal. The accompanying proposal has been prepared to give you the complete specifications and performance details of the unit best suited for your operations. Today, as costs continue to rise, we know you demand a truck that will be the most economical in the long run. Several factors that I believe are important in achieving this goal are:

* Improved Fuel Economy

* Reduced Maintenance

* Improved Productivity

* High Resale Value

The enclosed specifications and recommendations have been carefully designed to meet all these objectives. I think that after reviewing this proposal you will come to the same conclusion that so many operators are coming to:

"MACK Has What It Takes!!"

I look forward to meeting with you and to discuss any questions you might have regarding this proposal.

Sincerely,

David Gluckler
NEXTRAN TRUCK CENTER

CHASSIS SPECIFICATIONS SUMMARY

January 05, 2015

2016 MACK MRU613

REFUSE, FRONT LOADER On/Off Hwy
STRAIGHT TRUCK WITHOUT TRAILER

Engine	MACK MP7-345R 345HP	**Transmission** **Clutch**	4500-RDS-6 OMIT CLUTCH
Front Axle **Suspension**	20,000# FXL20 20,000#	**Rear Axle** **Suspension**	46,000# S462 Ratio 5.04 46,000# SS462
Tires	Front: 425/65R22.5 Rear: 11R22.5	**Wheels**	22.5x12.25 STEEL DISC (10-HOLE) 22.5x8.25 STEEL DISC (10 HOLE)
Ratings	GVW: 66,000#	**Fuel Tanks**	RH: 70gal
Fifth Wheel		**Sleeper**	

PRICING SUMMARY

	Total Price
SELLING PRICE (ExcludingTaxes/Fees/Trade)	$143,593.27
Surcharge	$0.00
Net FRET or Canadian GST Taxes	$0.00
Tire Tax Credit (Municipal Only)	($276.50)
Sales/Usage Taxes	$0.00
License/Title/Etc.	
Misc Fees	~~$98,505.00~~ 104,660
Trade	$0.00
ACQUISTION COST (Include Trade if applies)	~~$241,821.77~~
Less Down Payment	
BALANCE DUE Per Unit	~~$241,821.77~~
PRICE (Total Order)	~~$241,821.77~~
BALANCE DUE (Total Order)	~~$241,821.77~~
	$247,976.77

PRICE INCLUDES 2016 MACK MR 613
PRICE INCLUDES WARRANTY PACKAGE
MISC REPRESENTS mcneilus FEL #FEL-FSA-2015
FL SHERIFFS BID #14-12-0904 # 15

Total Quantity: 1 **Estimated Total Weight:** 18,941# **Reference#:** AIAB025516A

X_____ _____
Customer Signature **Date**

Prepared For:
CITY OF LAKE WORTH
1749 3rd AV S
LAKE WORTH, FL 33460
Phone: 561--
Fax: --

X_____ _____
Dealer Signature **Date**

Presented By:
David Gluckler
NEXTRAN TRUCK CENTER
7810 ADAMO DR
TAMPA , FLORIDA 33619
772 486 3899
dgluckler@nextrancorp.com

PROPOSAL

Especially Prepared For:

CITY OF LAKE WORTH
1749 3rd AV S
LAKE WORTH, FL 33460

Presented By:

David Gluckler
NEXTRAN TRUCK CENTERS
7151 INDUSTRIAL DRIVE SOUTH

RIVIERA BEACH, FLORIDA 33404
dgluckler@nextrancorp.com

McNeilus Truck and Manufacturing Co.
Pompano Beach, FL 33064
813-838-0417

McNeilus Model 4029: Atlantic 40 yd Front Loader (FE)

Quote Number: 0BC201208271532 **Rev:** 0 **Printed: 8/3/2015**

To:

Nextran Truck Center - Riviera Beach
7151 Industrial Drive South
Riviera Beach, FL 33404 USA
Attn: Dave Gluckler

Unit Price:	$ 104,660
Federal Excise Tax:	$ -
Freight:	$ -
Total Unit Price:	$ 104,660
Quantity:	1
Extended Price:	$ 104,660

Delivery Point:
Dodge Center Customer Pickup

Dodge Center, MN 55927
USA

Standard Equipment:

Commercial Intertech Pump and Valves
D.O.T. Reflective Tape
Tailgate Safety Prop
Body Access Door
Auto Pak
Aeroquip Hoses
Excalibre Packing Cylinders
Front Mesh Screen
L.E.D. Lights

Options Included in Price:

Add Top Spot Mirror, Streetside
Center Stop Light
Fire Extinguisher in Cab, 5 lb.
Fire Extinguisher, 20 lb., Body Mounted, Streetside
Five Year Cylinder Warranty
Hopper Lights, Two (2), Hopper Wall & Under Canopy
Hydraulic Fill Through Filter
Monitor Mount Center Overhead
Mudflaps, Front: Black
Safety Triangle Kit in Cab
Service Lift
Smart Lights (4), 4" on Tailgate
SSV Extreme, 7" Color, 4 port, 2 Cameras
Toolbox, 18Hx24Wx18D, Steel
Washout Tank, Steel, 40 gallon
One Year Body Warranty

Quantity Discount
Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in revision of price.
Freight Charges
Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transport.
Specifications
All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or McNeilus may result in the substitution of components of equal or greater quality.
Special Options
Special options are subject to Engineering application approval.
Taxes
No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.
Terms & Conditions
This quotation assumes and is subject to the standard terms and conditions of London Machinery, McNeilus Truck and Manufacturing Co. and Oshkosh Corporation, including limitations of warranty.
Payment Terms
Due upon receipt.

Chassis: CT - Mack MRU (Provided By Customer)

This quotation is valid until 09/30/2015. Any order is contingent upon acceptance by McNeilus Companies, Inc.

By signing and returning this document, you are indicating that you have read and approved the above specification.

Date(s) chassis will arrive at McNeilus **Authorized Signature** **Date**

Especially Prepared For:

CITY OF LAKE WORTH
1749 3rd AV S
LAKE WORTH, FL 33460

RE: MACK LR613
REFUSE AUTO SIDE LOADER On/Off Hwy

Thank you for the opportunity to review your current truck needs and present this proposal. The accompanying proposal has been prepared to give you the complete specifications and performance details of the unit best suited for your operations. Today, as costs continue to rise, we know you demand a truck that will be the most economical in the long run. Several factors that I believe are important in achieving this goal are:

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* Reduced Maintenance

* Improved Productivity

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Sincerely,

David Gluckler
NEXTRAN TRUCK CENTERS

Prepared For:

CITY OF LAKE WORTH
1749 3rd AV S
LAKE WORTH, FL 33460
(561)

Presented By:

NEXTRAN TRUCK CENTERS
7151 INDUSTRIAL DRIVE SOUTH
RIVIERA BEACH, FLORIDA 33404
772 486 3899
dgluckler@nextrancorp.com

Jul 29, 2015
2016 LR613
Ref#: AIAB031616A

Description

ORDER/CUSTOMER/VEHICLE INFORMATION

INITIAL REGISTRATION LOCATION, UNITED STATES, FLORIDA

LANGUAGE, ENGLISH

IDLE EMISSION CERTIFICATION, IDLE EMISSION CERTIFICATION - CARB 08

TYPE OF SERVICE, MUNICIPAL

VEHICLE APPLICATION CLASS, HEAVY VOCATIONAL - Unlimited operation on concrete, asphalt, or maintained gravel/packed dirt with a maximum 3% grade; limited operation on unmaintained surfaces with maximum 5% grade; limited operation on concrete, asphalt, or maintained gravel/packed dirt with maximum 10% grade. (3 AXLES) 78,000 lbs (35,281 kg) MAX GVW. (4 AXLES) 80,000 lbs (36,288 kg) MAX GVW.

CARRIER APPLICATION, WITH CRD150-151, Unlimited miles on 3% grade maintained gravel/packed dirt or paved, Max 15% miles on 10% grade maintained gravel/packed dirt or paved, Max 10% miles on 5% unmaintained, maintained gravel, packed dirt, or paved. 90000# (41000 kg) MAX GCW. (Carrier Code USA-V1)

VEHICLE TYPE, STRAIGHT TRUCK WITHOUT TRAILER

VEHICLE USE AND BODY/TRAILER TYPE, REFUSE AUTO SIDE LOADER On/Off Hwy

FILE STATUS, QUOTE

PRICE BOOK LEVEL, 2016A PRICE BOOK LEVEL

PRODUCT TYPE, PRODUCT TYPE - OL64R TRUCK

PRODUCT CLASS, PRODUCT CLASS 29

BVS/WHEELBASE/PLATFORM

CHASSIS (BASE MODEL), LR603 6-WHEEL TRUCK

DROP FRAME, W/O DROP FRAME

FRAME RAILS, 13.375" x 3.25" x .375" (340 x 83 x 10mm) STEEL Section Modulus 23.49 cu in/RBM 2,818,800 in lbs per rail.

WHEELBASE, 210" (5334 mm) WB 215" CA (5461 mm)

PLATFORM, 282" LP (7264 mm) 67" AF (1694 mm) USED WITH 210" WB

FRAME REINFORCEMENT - INSIDE, WITHOUT FRAME REINFORCEMENT (INSIDE CHANNEL)

ENGINE/TRANSMISSION/CLUTCH

ENGINE, MACK MP7-345R 345 HP @1500-1700 RPM (PEAK) 1275 LB. FT. MAX. TORQUE @ 1100-1350 RPM

TRANSMISSION, 6 SPEED AUTOMATIC, ALLISON 4500-RDS-6 (4.70/0.67) RUGGED DUTY SERIES GEN 5 INCLUDES DIRECT MOUNT OIL COOLER, EXTERNAL OIL COOLER, INTERNAL FILTER, AND OIL LEVEL SENSOR

EXHAUST/EMISSIONS

DPF, CLEARTECH VV DPF VERTICAL LH SIDE BACK OF CAB W/SCR VERT RH SIDE BOC

EXHAUST AFTER-TREATMENT SYSTEM, EXHAUST AFTER-TREATMENT SYSTEM DIESEL PARTIC FILTER CERAMIC PASSIVE REGEN

DPF SMART SWITCH, NO INHIBIT DPF REGENERATION SWITCH

EXHAUST, DPF, OUTBOARD, SINGLE (R/S) VERTICAL STRAIGHT EXHAUST STACK PLAIN END, SIDE OUTLET DIFFUSER

ENGINE EQUIPMENT

PRE-CLEANER (DRY TYPE CLEANER)

W/O AIR INTAKE HEIGHT OPTION

ALTERNATOR, DELCO 12V 135A (35SI) BRUSHLESS

BATTERIES, (3) MACK 12V 650/1950 CCA THREADED STUD TYPE TERMINALS

TO -34 DEGREES F (-37 DEGREES C)

MACK COOLANT CONDITIONER

ENGINE BRAKE, MACK POWERLEASH

ENGINE BLOCK HEATER, 120V 1500 WATT ENGINE BLOCK HEATER

Description

FAN DRIVE, BEHR FAN AND ELECTRONIC MODULATING FAN DRIVE
FUEL-WATER SEPARATOR, MACK W/MANUAL DRAIN VALVE (INTEGRAL W/PRIMARY FUEL FILTER)
OIL PAN, OIL PAN
W/O ENGINE COLD START AID
STARTER, 12 VOLT DELCO MTHD 39
TETHER DEVICE, PLASTIC COATED CABLE, MOUNTED FRONT OF EACH BATTERY BOX LENGTH TO ALLOW COVER TO SET ON GROUND

CLUTCH/TRANS EQUIPMENT/DRIVELINES

SYNTHETIC LUBRICANT - TRANSMISSION, TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS
VOCATIONAL PACKAGE - ALLISON, ALLISON GEN 5 PACKAGE #183 (AG) REFUSE WITH AUTO NEUTRAL, TWO SELECTORS, SHIFT TO NEUTRAL W/PARKING BRAKE ENGAGED W/GEAR SPEED LIMITS RIGHT HAND SIDE
W/O DRIVESHAFT GUARD
DRIVELINE - MAIN, SPICER 1810 HD W/COATED SPLINES
DRIVELINE - INTERAXLE, SPICER 1710 HD W/COATED SPLINES

CAB (A thru G)

AIR CONDITIONING, EXTENDED CAB INTEGRAL A/C
AIR RESTRICTION MONITOR (INTAKE), GRADUATED LOCK UP (AIR CLEANER INTAKE MOUNTED)
CAB CONFIGURATIONS, LH & RH DRIVE
CAB LIFT/TILT, AIR ASSIST TILT PUMP
CAB - CORNER PROTECTION, CAB CORNER PROTECTION, FRONT
CAMERA - REAR VIEW, PRE-WIRE KIT AWT/3RD EYE ADVANCE VIDEO SAFETY SYSTEM (AVSS) W/DRILLING PROVISION FOR MONITOR
CERTIFIED WEIGHT
ENGINE RUNNING ACTIVATED
LH FRONT HINGED & RH FRONT HINGED
ENGINE SHUTOFF, KEY TYPE
W/O EXHAUST PYROMETER GAUGE
GAUGES, ENGLISH DISPLAY
GAUGE, ELECTRONIC SPEEDOMETER/ODOMETER PROXIMITY PICK-UP, AND MAGNETIC SENSOR
TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT
GEAR SHIFT, WITH NEUTRAL-TO-RANGE INHIBIT
GLASS - CAB WINDOW, TINTED WINDSHIELD SIDE AND REAR WINDOWS
GRILLE, BLACK

CAB (H thru R)

HORN - AIR, (1) TWIN-UNDER CAB TRUMPET W/DUAL LANYARD CONTROL
HORN - ELECTRIC, SINGLE TONE
CHASSIS KEYED AT RANDOM - 2 KEYS
MARKER / DIRECTIONAL SIGNAL, FRONT AND SIDE DIRECTION IND & MARKER, LED TYPE
MIRRORS - EXTERIOR, ELECTRIC HEATED & OPERATED, WITH CONVEX MIRRORS, WITHOUT MEMORY
MIRRORS - PROXIMITY, RECTANGULAR CONVEX ABOVE RH & LH DOOR
WITHOUT PERSONALIZED NAME PLATE
AM/FM PREMIUM STEREO, CD-PLAYER, MP3, WEATHERBAND, HANDSFREE INTERFACE, BLUETOOTH
RADIO SHUTOFF, W/O AUTO RADIO SHUTOFF OPTION
TWO WRAP AROUND HIGH VISIBILITY CAB CORNER WINDOWS

CAB (S thru Z)

SEAT - DRIVER, (2) BOSTROM TALLADEGA 910 (MID-BACK) AIR SUSPENSION

Description

SEAT - RIDER, OMIT RIDER SEAT
SEAT COVERING, ALL CLOTH, BLACK, DRIVER SEATS
LAP & SHOULDER BELTS (2) FOR DRIVER
DRIVER'S SEAT ONLY
W/O OPTIONAL ROOF VENT
(2) STEERING COLUMN, ADJUSTABLE TILT TELESCOPE
STEERING WHEEL, (2) TWO SPOKE 16" - URETHANE GRIP BLACK SPOKES
W/O REAR WALL STORAGE UNIT
SUN VISOR - BOTH SIDES AND INTERIOR VISOR ABOVE DOORS EXTENDED CAB VERSION
TURN SIGNAL SWITCH, SELF CANCELLING TURN SIGNALS
WINDSHIELD PROTECTOR, FURNISH WINDSHIELD PROTECTOR
WINDSHIELD WIPERS, 2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE

FRAME EQUIPMENT/FUEL TANKS

BUMPER - FRONT, PAINTED STEEL LOW PROFILE FRONT BUMPER 63"/1642 mm BBC
CROSSMEMBERS, STEEL 1/2" PL BOLTED BOC & INTERMDT 1/8" BELOW RAIL, 1ST XMBR BOC RR 38.17" FROM AL LINE
CROSSMEMBER (BEHIND REAR AXLE), W/O OPTIONAL CROSSMEMBERS BEHIND REAR AXLE/BOGIE
100MM FRONT FRAME EXTENSION, BOLTED ON (4")
SKID PLATE UNDER RADIATOR
TOWING DEVICE - FRONT, DELETE FRONT TOW DEVICE
TOWING DEVICE - REAR, W/O REAR TOWING DEVICE
FUEL TANK - LH, 80 GALLON (300 L) ALUMINUM, 26"x24" RECTANGULAR
FUEL TANK - RH, OMIT RH STANDARD
FUEL TANKS - BRIGHT FINISH, W/O SPECIAL FINISH FUEL TANK
6.6 GALLON (25 L) 22" DIAMETER TANK RIGHT SIDE MTD
FUEL DRAW/RETURN SYSTEM, AEROQUIP FIRE RESISTANT
FOR LH FUEL TANK INCLUDES SUMP
RELOCATE FUEL TANK, LOCATE BEHIND LH FENDER - 5" BELOW TOP RAIL

FRONT AXLE/EQUIPMENT/TIRES

FRONT AXLES, 20000# (9072kg) MACK FXL20 WIDE PIVOT CENTER STRAIGHT SPINDLE/UNITIZED BEARINGS
TIRES BRAND/TYPE - FRONT, MICHELIN - TUBELESS RADIAL PLY, (2) 425/65R22.5 20 L XZUS (ALL POSITION)
WHEELS - FRONT, ALUMINUM DISC
(2) 22.5x12.25 ACCURIDE 10-HOLE HUB PILOTED (11 1/4"/286mm BC)
WHEELS - POLISHED (FRONT), WITHOUT FRONT WHEEL POLISH
BRAKES - FRONT, MERITOR "S" CAM TYPE 16.5" x 6" Q+
BRAKE DRUMS - FRONT, CAST OUTBOARD MOUNTED
DUST SHIELDS - FRONT BRAKE, OMIT
HUBS - FRONT, FERROUS
SHOCK ABSORBERS, FRONT
SLACK ADJUSTERS - FRONT, HALDEX - AUTOMATIC
SPRINGS - FRONT, MACK TAPERLEAF 20000# (9072kg) GROUND LOAD RATING
W/O STATIC LOAD CUSHIONS
STEERING, M100P PLUS RIGHT SIDE ASSIST CYLINDER
W/O WHEEL LUGWRENCH

REAR AXLE/EQUIPMENT/TIRES/RATIOS

REAR AXLE/SUSPENSION, 46000# (20866kg) MACK S462 (268 1020) CAST DUCTILE IRON HOUSING, SS462 MACK
MULTILEAF (CAMELBACK) 46000#

Description

4S/4M SYSTEM REAR WHEEL END SENSORS
TIRES BRAND/TYPE - REAR, MICHELIN - TUBELESS RADIAL PLY, (8) 11R22.5 14 G XZE2 (ALL POS)
CARRIER/RATIO - REAR AXLE, CRDP150/151, 4.80 RATIO
WHEELS - REAR, STEEL DISC (10 HOLE)
(8) 22.5x8.25 (210 mm) HAYES LEMMERZ 10-HOLE HUB PILOTED (11 1/4"/286 mm BC) (TWO HAND HOLE)
BRAKES - REAR, MERITOR "S" CAM 16.5"x7" Q+
BRAKE DIAPHRAGMS, W/O BRAKE DIAPHRAGM OPTION
BRAKE DRUMS - REAR, CAST OUTBOARD MOUNTED
DUST SHIELDS - REAR BRAKE, OMIT
HUBS - REAR, FERROUS
OIL SEALS, STEMCO (VOYAGER)
POWER DIVIDER LOCKOUT W/WARNING LIGHT AND BUZZER (INCLUDES IN CAB MANUAL AIR VALVE)
HIGH MOUNT REAR BRAKE CHAMBERS (REAR REAR AXLE ONLY)
WITHOUT SHOCK ABSORBERS - REAR
SHOCK INSULATORS, HEAVY DUTY URETHANE
SLACK ADJUSTERS - REAR, HALDEX - AUTOMATIC
SPRINGS, ANTI-SWAY
SPRING BRAKE CHAMBERS - QUANTITY, (4) CHAMBERS
SPRING BRAKE CHAMBERS - VENDOR, MGM TR-T (TAMPER RESISTANT BRAKE CHAMBERS) RECLOCK INLET PORTS FOR OPTIMUM GROUND CLEARANCE
REAR SPRING BRAKE CHAMBERS 30/30 TYPE
SYNTHETIC LUBRICANT - REAR AXLE, FACTORY OPTION LUBE REAR AXLE
TRANSVERSE TORQUE ROD (REAR AXLE ONLY)
BRONZE TRUNNION BUSHING

AIR/BRAKE

AIR LINES - BODYBUILDER, BODYBUILDER AIR LINES (SEVEN 1/4" AIR LINES FOR USE W/PNEUMATIC JOYSTICKS)
AIR DRYER, MERITOR/WABCO HEATED AIR DRYER, 1800 W/COALESCING OIL FILTER
W/O RELOCATED AIR RESERVOIRS
AIR RESERVOIRS, ALUMINUM, STANDARD FINISH
ANTI-LOCK BRAKE SYSTEM, BENDIX ABS
AIR CONTROL VALVES - VENDOR, BENDIX SWITCHES AND VALVES WHERE POSSIBLE
DRAIN VALVES, MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS

ELECTRICAL

BACK-UP ALARM, PRECO, MODEL 1059
BATTERY BOX COVERS, STEEL, LOCKABLE
BATTERY BOX - MOUNTING, SINGLE BOX 3 BATTERY MAX. PERP TO FRAME 11" FROM NTOF
FLAMING RIVER BIG SWITCH WIRED ON POSITIVE SIDE
BATTERY SWITCH WARNING LIGHT, FURNISH ON OR NEAR BATTERY BOX (LIGHT ON IN RUN POSITION)
CAB WIRING & DASH CONTROL, W/O ROOF MTD LAMP OPTION
COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT
ELECTRIC CIRCUIT PROTECTION PACKAGE, 12 VOLT W/CIRCUIT BREAKERS (HEADLAMP CIRCUIT: SAE TYPE I; ALL OTHER CIRCUITS SAE TYPE II) NEGATIVE GROUND SYSTEM
WATERPROOF ELECTRICAL CONNECTIONS SPRAYED W/PROTECTIVE COATING
CONTROL LINK II REFUSE BODYBUILDER ELECTRICAL CONNECTION SYSTEM
HEADLIGHTS, INCANDESCENT - SINGLE RECTANGLE WITH PROTECTOR
REAR LIGHTING, BRAKE LIGHTS TO COME ON WHEN SPRING BRAKES ARE APPLIED AND KEY IN RUN POSITION

Description

PROVISION FOR LOCAL INSTALLATION OF STROBE LIGHTS

PAINT

PAINT - CAB EXTERIOR, SINGLE COLOR, VIPER BLUE PEARL [PPG: P3230]

PAINT - CAB, URETHANE CLEAR COAT

PAINT CHARGE FOR MICA/PEARL PAINT

PAINT - CHASSIS RUNNING GEAR, MACK BLACK (URETHANE)

PAINT - BUMPER, SAME AS CHASSIS RUNNING GEAR

PAINT - FRONT SPOKE WHEELS, WITHOUT OPTIONAL SPOKE WHEEL PAINT

WITHOUT OPTIONAL SPOKE WHEEL PAINT

WITHOUT SPECIAL PRE-FINISHED OPTION

PRE-FINISHED POWDER COAT WHITE

PAINT PROCESS CODES

SAME COLOR AS CHASSIS RUNNING GEAR (5ZB-A1X)

CHASSIS RUNNING GEAR - STD COLOR (MACK BLACK) (6AB-Z1X)

W/O PAINT FOR FUEL TANK (7HB-Z1X)

W/O CUSTOM PAINT FOR HUB&DRUM/SPOKES (5YB-Z1X)

W/O CUSTOM PAINTED FRONT/REAR RIM/WHEEL (6BB-Z1X)

PTO/SPECIALTY/ADDITIONAL EQUIPMENT

PTO - CRANKSHAFT ADAPTER, FRONT END PTO-1350 SER FLANGE

PTO - REAR ENGINE (REPTO), WITHOUT REAR ENGINE POWER TAKE OFF

HYDRAULIC PUMP, FURNISH PUMP MTG PROVISIONS - INCLUDE WIRING, SWITCHES, AND INDICATORS AS REQUIRED

FURNISH TC541 FOR USE W/ALLISON (HD) SERIES WORLD TRANSMISSION

W/O WORK BRAKE

V-MAC IV PROGRAMMABLE PARAMETERS

CUSTOMER VEHICLE LIMITING SPEED (MPH) 65 mph

PEDAL ROAD SPEED LIMITER (MPH) 65 mph

LGVLS FEATURE ACTIVATION Omit

LOWER GEAR VEHICLE LIMITING SPEED (MPH) 00 mph

SOFT RSL Omit

PDLO ENGAGED VLS FEATURE Furnish

PDLO ENGAGED VEHICLE LIMITING SPEED 25 rpm

CRUISE CONTROL SETTINGS WITH ALLISON TRANS

CRUISE CONTROL MAX SET SPEED (MPH) 65 mph

CRUISE CONTROL MIN SET SPEED (MPH) 20 mph

CRUISE CONTROL AUTORESUME W/CLUTCH Omit

CRUISE'N BRAKE ENGAGEMENT DELAY (MPH) 0 mph

ENGINE OVERSPEED COMPANY LIMIT (RPM) 2200 rpm

FUELED ENGINE OVERSPEED COMPANY LIMIT (RPM) 2100 rpm

VEHICLE OVERSPEED COMPANY LIMIT (MPH) 75 mph

FUELED VEHICLE OVERSPEED COMPANY LIMIT (MPH) 70 mph

IDLE LOGGING DELAY (MIN) 2

Monthly Trip Summary

PERIODIC TRIP HOUR OF DAY 0 (disable)

PERIODIC TRIP DAY OF WEEK 0 (disable)

PERIODIC TRIP DAY OF MONTH 1

EHT MAX ENGINE SET SPEED (RPM)

Description

2100 rpm

EHT MIN ENGINE SET SPEED (RPM) 700 rpm
EHT VEHICLE SPEED RANGE LIMIT (MPH) 10 mph
EHT RAMP RATE (RPM/Sec)
EHT SINGLE SPEED CONTROL ACTIVATION Omit
EHT SINGLE SPEED CONTROL SET SPEED (RPM) 0000 rpm
EHT JUMP-TO-MIN SET SPEED Omit
EHT HOLD TO NEAREST RPM 50 rpm
EHT ACCEL-DECEL BUMP-UP RPM 50 rpm
EHT ACCEL-DECEL BUMP-DOWN RPM 50 rpm
ENGINE PROTECTION - OIL PRESSURE SHUTDOWN Furnish
ENGINE PROTECTION - COOLANT LEVEL SHUTDOWN Omit
ENGINE PROTECTION - COOLANT TEMP SHUTDOWN Furnish
ENGINE PROTECTION - ENGINE OIL TEMP SHUTDOWN Furnish
ENGINE PROTECTION TRANS OIL TEMP SHUTDOWN Furnish
ALLOW FAN OVERRIDE WHEN PARKED Omit
FAN ACTIVATION WITH PTO Omit
GOVERNOR TYPE Min-Max Governor
ENGINE HIGH IDLE SPEED IF STOPPED 0000
ENGINE LOW IDLE SET SPEED (RPM) 700 rpm
DRIVER LOW IDLE ADJUST FEATURE ACTIVATION Omit
SMART IDLE FEATURE ACTIVATION Omit
SMART IDLE ELEVATED IDLE RPM TIME (MINS) 10
IDLE S/D ABS TAMPER CHECK Omit
IDLE COOLDOWN FEATURE ACTIVATION Omit
IDLE SHUTDOWN FEATURE ACTIVATION Omit
IDLE SHUTDOWN TIME (MINS) 10
IDLE SHUTDOWN WARNING TIME (SECS) 30
IDLE SHUTDOWN WARM-UP TEMPERATURE (DEG F) 100
IDLE SHUTDOWN WARM-UP TIMER (MINS) 5
IDLE S/D OVERRIDE W/EHT Omit
IDLE S/D OVERRIDE W/PTO Furnish
IDLE S/D OVERRIDE W/ENGINE LOAD Furnish
IDLE S/D OVERRIDE % ENGINE LOAD THRESHOLD 20
IDLE S/D CONTROL W/O Idle Shutdown
IDLE S/D OVERRIDE LOWER TEMP. THRESHOLD (DEG F) 60
IDLE S/D OVERRIDE UPPER TEMP. THRESHOLD (DEG F) 80
MAINTENANCE MONITOR FEATURE ACTIVATION Furnish
MAINTENANCE MONITOR OEM DEFAULT INTERVALS MP Vocational
MAINTENANCE DUE WARNING PERCENT 90
PTO 1 MAX ENGINE SET SPEED (RPM) 2100 rpm
PTO 1 MIN ENGINE SET SPEED (RPM) 600 rpm
PTO 1 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph
PTO 1 RAMP RATE (RPM/Sec) 100
PTO 1 SINGLE SPEED CONTROL ACTIVATION Omit
PTO 1 SINGLE SPEED CONTROL SET SPEED (RPM) 1000 rpm

Description

PTO 1 SINGLE SPEED CONTROL AUTOSET Omit
PTO 1 JUMP-TO-MIN SET SPEED Omit
PTO 1 VEHICLE LIMITING SPEED (MPH) 60 mph
PTO 1 HOLD TO NEAREST RPM 50 rpm
PTO 1 ACCEL-DECEL BUMP-UP RPM 50 rpm
PTO 1 ACCEL-DECEL BUMP-DOWN RPM 50 rpm
PTO 2 MAX ENGINE SET SPEED (RPM) 2100 rpm
PTO 2 MIN ENGINE SET SPEED (RPM) 600 rpm
PTO 2 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph
PTO 2 RAMP RATE (RPM/Sec) 100
PTO 2 SINGLE SPEED CONTROL ACTIVATION Omit
PTO 2 SINGLE SPEED CONTROL SET SPEED (RPM) 1000 rpm
PTO 2 SINGLE SPEED CONTROL AUTOSET Omit
PTO 2 JUMP-TO-MIN SET SPEED Omit
PTO 2 VEHICLE LIMITING SPEED (MPH) 60 mph
PTO 2 HOLD TO NEAREST RPM 50 rpm
PTO 2 ACCEL-DECEL BUMP-UP RPM
PTO 2 ACCEL-DECEL BUMP-DOWN RPM 50 rpm
SPEED SENSOR TAMPER DETECTION SYSTEM ACTIVATION Furnish
SPEED SENSOR TAMPER DETECTION TORQUE LIMIT (%) 50

DEALER INFORMATION

ENGINE WARRANTY, 2YR/250,000 MILES ENGINE WARRANTY US10
PILOT INSPECTION, CHOOSE AN OPTION
STANDARD SHIPPING INSTRUCTIONS

BID AWARD ANNOUNCEMENT

15-13-0904

Effective Dates:
October 1, 2015– September 30, 2016

Cab & Chassis Trucks
& Other Fleet Equipment

Participating Sheriffs Offices & Local Governmental Agencies of the State of Florida

Coordinated By

The
Florida Sheriffs Association
& Florida Association of Counties

MEMO

FLORIDA SHERIFFS ASSOCIATION
P. O. Box 12519 • Tallahassee, FL 32317-2519
PHONE (850) 877-2165 • FAX (850) 878-8665
WEB SITE: www.flsheriffs.org

DATE: October 3, 2015

TO: **ALL PROSPECTIVE PARTICIPANTS**

FROM:	Steve Casey	Peggy Goff	Drew Terpak	Annette Grissom
	Executive Director	Deputy Executive Director	Business Operations Manager	Cooperative Bid Coordinator

RE: Cab & Chassis Trucks & Other Fleet Equipment **Bid Number:15-13-0904**

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 13th statewide competitive bid for vehicles which includes trucks, backhoes, motorgraders, agriculture type tractors, skid steer loaders, street sweepers, generators, and light towers. **This contract is effective beginning October 1, 2015 through September 30, 2016, as long as vehicles are available through fleet.**

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

ORDERING INSTRUCTIONS

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. 15-13-0904**. They will assist you with the placement of your order and answer any questions you may have regarding the

vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).**

Agencies ordering a Ford, General Motors, Chysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	**Type Code**	**FSA Code**	**Fleet Center Contact Numbers**	
Ford	FIN Code	QE065	1-800-34-FLEET	(1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP	(1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET	(1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798	

2. **You must send a copy of the original purchase order (including FSA's Contract No. 15-13-0904) submitted to the participating dealer electronically to: COOP@flsheriffs.org**

3. **Basic information required on all purchase orders** is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

   Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

4. All Cooperative Contracts include an administratrive fee of .0075 or three quarters of one percent. The base price and all add options are inclusive of the administrative fee.

   - **Cab & Chassis Trucks & Other Fleet Equipment** – Dealers have included a three-quarter of one percent (.0075) administrative fee in the base price and all add options that are listed. The three quarters of one percent (.0075) will also be included in any additional equipment (add options) the dealers quote to the governmental agencies.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at FLEET@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific dealer. Superscripts will be a number between 1 and 4, and will correspond as follows:

   1 = Western zone dealer 3 = Central zone dealer

   2 = Northern zone dealer 4 = Southern zone dealer

If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numerical number that applies to their awarded zones. For example, if a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a “2” superscript.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to allow for an upgrade or downgrade to a manufacturer’s model with a slightly different engine size or horsepower, and as such, will not be made available for purchase separate from the base vehicle.

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
60,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE REFUSE TRUCK (ONLY) (Specification #15)			
Palmetto Ford Truck Sales	2016 Autocar ACX64	Western	$144,500.00
Palmetto Ford Truck Sales	2016 Autocar ACX64	Northern	$143,500.00
Kenworth of Central Florida	2016 Autocar ACX64	Central	$153,989.00
Palmetto Ford Truck Sales	2016 Autocar ACX64	Southern	$141,500.00
Container Systems and Equipment	2016 Crane Carrier LET2	Western	$181,692.00
Container Systems and Equipment	2016 Crane Carrier LET2	Northern	$181,692.00
Container Systems and Equipment	2016 Crane Carrier LET2	Central	$181,692.00
Container Systems and Equipment	2016 Crane Carrier LET2	Southern	$181,692.00
NEXTRAN TRUCK CENTERS	2016 Mack MR Series	★Western	$138,997.00
NEXTRAN TRUCK CENTERS	2016 Mack MR Series	Northern	$138,997.00
NEXTRAN TRUCK CENTERS	2016 Mack MR Series	Central	$138,997.00
NEXTRAN TRUCK CENTERS	2016 Mack MR Series	Southern	$138,997.00
	2016 Peterbilt 320	Western	-- NB --
Rush Truck Center of Tampa	2016 Peterbilt 320	★Northern	$132,852.00
Rush Truck Center of Tampa	2016 Peterbilt 320	★Central	$132,852.00
Palm Peterbilt Truck Centers	2016 Peterbilt 320	★Southern	$130,280.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

60,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE REFUSE TRUCK (ONLY)
SPECIFICATION #15

2016 Autocar ACX64
2016 Crane Carrier LET2
2016 Mack MR Series
2016 Peterbilt 320

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. ENGINE:
    a. 300 HP 6 cylinder diesel engine, manufacturer's 11L minimum
2. TRANSMISISON:
    a. Allison 4500 RDS automatic transmission
3. ENGINE EQUIPMENT:
    a. Alternator – 12 volt 100A
    b. Premium engine hoses
    c. Injection pump – electronic engine control
    d. Radiator – aluminum core, or approved equivalent
    e. Air restriction monitor – intake mounted
4. CAB:
    a. Cab – welded steel galvanized or aluminum shell with rust preventative coating.
    b. Low cab, forward mounted, tilt type.
    c. Floor covering – black rubber mats
    d. Seating – driver air suspension mid back, passenger fixed mid back.
    e. Steering wheel – 18" two spoke
    f. Standard air conditioning and heating
5. FRAME:
    a. Frame – steel construction matched to GVW and mounted body of truck.
    b. Wheelbase – 209"
    c. Front bumper – painted steel
    d. Fuel tank – 70 gallon, minimum
    e. Air dryer – Bendix AD9 heated, or approved equivalent.
6. SAFETY:
    a. Horn – single air trumpet
    b. Mirrors – West Coast to include 7.5" convex mounted to lower mirror bracket.
    c. Brakes – "S" cam type 16.5" x 5" Q + front and 16.5" x 7" Q + rear with anti-lock without automatic traction control, or approved equivalent.

d. Slack adjusters – Haldex automatic front and rear.
e. Daytime running lights.
f. Backup alarm

7. FRONT AXLE:

a. Front axle – 20,000 lb.
b. Front wheels – steel 10 hole hub piloted
c. Front tires – 11R22.5 Goodyear G397LHS, steer or approved equivalent.
d. Front hubs – iron, or approved equivalent.
e. Oil type with synthetic lube

8. REAR AXLE:

a. Rear axle – 40,000 lb.
b. Rear wheels – steel 10 hole hub piloted
c. Rear tires – 11R22.5 Goodyear G124 unisteel traction or approved equivalent.
d. Hubs – iron, or approved equivalent.
e. Power divider with warning light and buzzer (includes in cab control)

9. ELECTRICAL:

a. Circuit protection – fuses except headlamp and wiper circuits which utilize circuit breakers.
b. Hand throttle – electronic hand throttle operated through cruise control when in PTO mode only.
c. Engine protection – engine shut down system monitoring high water temp, low oil pressure, high exhaust temp, high transmission temp.

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

60,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE REFUSE TRUCK (ONLY)
SPECIFICATION #15

2016 Mack MR Series

The Mack MR Series purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	Northern	Central	Southern
BASE PRICE:	$138,997.00	$138,997.00	$138,997.00	$138,997.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	MR Series			
DEALER:	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS
ZONE:	★Western	Northern	Central	Southern
BASE PRICE:	$138,997.00	$138,997.00	$138,997.00	$138,997.00

Order Code	Delete Options	All Zones
	Engine/transmission - specify	NA
	Engine/transmission - specify	NA
	Engine/transmission - specify	NA
	Engine/transmission - specify	NA

Order Code	Add Options	All Zones
1001650 [1]	Engine upgrade - specify *Mack MP7-345R 345HP with 1280 lb.ft. Torque* [1]	$829.00[1]
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
MRU66000 [1]	GVWR upgrade - specify *66,000 GVWR Package. Front Tires: 425/65Rx22.5L, Front Wheels: 22.5x12.50, Static Load Cushions FA* [1]	$698.00[1]
	64,000 lb. GVW package	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	Hybrid option	NA
	Bi-fuel model - specify	NA
0023093 [1]	CNG prep - specify *633 with Cummins ISL-G 320HP, FUEL TANKS NOT INCLUDED, BASE CHASSIS UPGRADE* [1]	$2,832.00[1]
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
	Nitrogen filled tires including spare tire	NA
2731001 [1]	Double Frame: full steel insert *1/4" Inside Channel 26.06 cu.in. Section Modulus/ RBM 3,127,200 in lbs. per rail.* [1]	Incl.[1]
2401501 [1]	Front Axle - specify *Mack FXL20 Wide Pivot 20,000 lbs.* [1]	Std[1]
2681020 [1]	Rear Axle - specify *Mack S462 46,000 lbs.* [1]	Std[1]

VEHICLE:	MR Series			
DEALER:	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS
ZONE:	★Western	Northern	Central	Southern
BASE PRICE:	$138,997.00	$138,997.00	$138,997.00	$138,997.00

1861035 [1]	Rear Suspension - specify *Mack SS462, Multileaf Camelback, 46,000 lbs.* [1]	Std[1]
2682010 [1]	Rear Suspension - specify *46,000 lbs. Meritor RT46-160 with Hendrickson HN462 Suspension* [1]	$1,487.00[1]
NEX 20 RDA [1]	Rigid Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels *[Suggest Increased Air Capacity for L/A + $347]* [1]	$5,650.00[1]
NEX13 STA [1]	Steerable Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels *[Suggest Increased Air Capacity for L/A + $347]* [1]	$6,550.00[1]
FEPTO-pkg [1]	Front Engine PTO Provision (FEPTO) *2240015 Front Frame Extension for Extended Bumper, 1830002 Flange Adaptor 1350, 186005 Pump Mounting Kit, 353001 Skid Plate under Bumper+Radiator* [1]	$1,461.00[1]
	LCF with right hand steering	NA
	LCF with dual steering	NA
1442100 [1]	LCF Low Profile with left hand steering *Model LR613/LEU613 Terra Pro* [1]	$3,480.00[1]
1442102 [1]	LCF Low Profile with dual steering *Model LR613/LEU613 with dual sit down, dual steering* [1]	$4,599.00[1]
1442101 [1]	LCF Low Profile with dual steering & right hand stand up *Model LR613/LEU613 Terra Pro standard configuration* [1]	$3,480.00[1]
2540401 [1]	Driver controlled differential lock *Inter Wheel Differential Lock (Both Axles)* [1]	$1,303.00[1]
NEX 60 174/RP [1]	Refuse body - state model bid and description *60,000 lbs. ROLL OFF HOIST & TARP* [1]	$35,000.00[1]
NEX 60 DPHK/RP [1]	Optional mounted body - specify *60,000 Hook Hoist & Tarp* [1]	$50,750.00[1]
NEX 20 RRL [1]	Optional mounted body - specify *20 CU YD REFUSE REAR LOADER* [1]	$59,750.00[1]
NEX 25 RRL [1]	Optional mounted body - specify *25 CU YD REFUSE REAR LOADER* [1]	$67,500.00[1]
NEX 32 RRL [1]	Optional mounted body - specify *32 CU YD REFUSE REAR LOADER* [1]	$67,750.00[1]
NEX 40 RFL [1]	Optional mounted body - specify *40 CU YD REFUSE FRONT LOADER* [1]	$103,800.00[1]
NEX CC [1]	Optional mounted body - specify *CURROTTO CAN - ADD ON* [1]	$24,750.00[1]
NEX 28 RASL [1]	Optional mounted body - specify *28 CU YD REFUSE AUTOMATED SIDE LOADER* [1]	$113,525.00[1]
NEX 31 RASL [1]	Optional mounted body - specify *31 CU YD REFUSE AUTOMATED SIDE LOADER* [1]	$120,750.00[1]
MFG.LIST [1]	Optional mounted body - specify *We furnish Bodies from the following, Bridgeport, E-Z Pack, Galbreath, Heil, Loadmaster, McNeilus, New-Way, Pac-Mac, Palfinger, Wayne, Labrie, and others.* [1]	Incl.[1]

VEHICLE:	MR Series			
DEALER:	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS
ZONE:	★Western	Northern	Central	Southern
BASE PRICE:	$138,997.00	$138,997.00	$138,997.00	$138,997.00

	Optional mounted body - specify	NA
	Optional mounted body - specify	NA
	Optional mounted body - specify	NA
	Optional mounted body - specify	NA
	Optional mounted body - specify	NA
	Optional mounted body - specify	NA
2931004 [1]	Optional equipment - specify *Racor Non Heated Fuel Filter* [1]	$323.00[1]
3180001 [1]	Optional equipment - specify *Battery Disconnect Switch "Flaming River" with Confirmation Light.* [1]	$169.00[1]
9011359 [1]	Optional equipment - specify *F+R (10) 315/80R22.5x20 M860A Bridgestone All Position Tires on Steel Wheels.* [1]	$2,988.00[1]
4240003 [1]	Optional equipment - specify *MC Type Cab Doors with Roll-up Windows RH+LH. Standard Sliding Windows.* [1]	$141.00[1]
1529009 [1]	Optional equipment - specify *West Coast "Moto Mirror" Package, L+R Motorized and Heated. [MRU Series Only]* [1]	$500.00[1]
4710001 [1]	Optional equipment - specify *Rectangular Convex Mirror Above RH Door* [1]	$31.00[1]
BOT0001 [1]	Optional equipment - specify *Body Builder Air Lines, factory installed for Pneumatic Joy Stick controls.* [1]	$244.00[1]
6410002 [1]	Optional equipment - specify *Auto Shut-Off for Radio/Entertainment Systems, When Chassis in Reverse Gear.* [1]	$64.00[1]
0159003 [1]	Optional equipment - specify *Drop Frame Modifications for LCF Chassis.* [1]	$8,166.00[1]
M38001 [1]	Optional equipment - specify *Cab Front Corner Protection/Reinforcement for LCF Chassis.* [1]	$290.00[1]
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
TempTag [1]	Temporary tag	Incl.[1]
Transfer [1]	Transfer existing registration (must provide tag number)	$100.00[1]
New [1]	New state tag (specify state, county, city, sheriff, etc.)	$300.00[1]
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
PlanB HD MP7 [1]	Warranty - specify *Extended Warranty 60 Months 300,000 Miles on Mack MP7 Engine and Exhaust After Treatment System.* [1]	$2,800.00[1]

VEHICLE:	MR Series			
DEALER:	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS	NEXTRAN TRUCK CENTERS
ZONE:	★Western	Northern	Central	Southern
BASE PRICE:	$138,997.00	$138,997.00	$138,997.00	$138,997.00

Allison Refuse [1]	Warranty - specify *Extended Warranty for Allison Transmission 4500RDS, 60 Months 500,000 Miles, Refuse Application.* [1]	$982.00[1]
	Warranty - specify	NA
Base [1]	Diesel Warranty - specify *Standard Mack Engine Warranty 24 Months 250,000 Miles.* [1]	Std[1]
	Diesel Warranty - specify	NA
	Diesel Warranty - specify	NA

AGENDA DATE: October 20, 2015, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Task Order #2 with ADA Engineering, Inc. for professional services for performance of the ADA Transitions Plan

SUMMARY:
The Task Order provides for the assessment of City-owned facilities and sidewalks for compliance the Federal ADA law and compile those assessments into an ADA Transition Plan.

BACKGROUND AND JUSTIFICATION:
The Americans with Disabilities Act (ADA) of 1990 is a civil rights statute (hereinafter referred to as the Act) that prohibits discrimination against people with disabilities. There are five separate Titles (sections) of the Act relating to different aspects of potential discrimination. Title II of the Act specifically addresses the subject of making public services and public transportation accessible to those with disabilities. With the advent of the Act, designing and constructing facilities for public use that are not accessible by people with disabilities may constitute discrimination under the Act.

The Act applies to all facilities, including both facilities built before and after 1990. As a necessary step to a program access plan to provide accessibility under the ADA, state and local government, public entities or agencies are required to perform self-evaluations of their current facilities, relative the accessibility requirements of the ADA. The agencies are then required to develop a Program Access Plan, which can be called a **Transition Plan**, to address any deficiencies.

The Plan is intended to achieve the following:

(1) identify physical obstacles that limit the accessibility of facilities to individuals with disabilities,
(2) describe the methods to be used to make the facilities accessible,
(3) provide a schedule for making the access modifications, and
(4) identify the public officials responsible for implementation of the Transition Plan.

The Plan is required to be updated periodically until all accessibility barriers are removed.

The Public Services Department is seeking the professional services of ADA Engineering, Inc. (professional firm from the City's approved CCNA list) to provide the following services:

(1) To assess the compliance of 21 City owned facilities with the requirements of the ADA. To assess the sidewalk network within City owned right of way with respect to connectivity and accessibility at curb ramps.
(2) To compile the assessments into an ADA Transition Plan document.

MOTION:
I motion to approve / disapprove Task Order #2 with ADA Engineering, Inc. for the performance of the ADA Transitions Plan.

ATTACHMENT(S):
Fiscal Impact Analysis
Example ADA Transitions Plan from PBC School District
Task Order #2

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	65,962.00	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	65,962.00	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services

Account Number	Account Description	FY2016 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
001-5010-519.34-50	Contractual Services / Other Contr. Serv.	140,000.00		140,000	65,962.00	74,308.00

C. Department Fiscal Review: __JB__

DRAFT

2013 UPDATE OF THE SELF EVALUATION AND ADA TRANSITION PLAN

THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA

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Mr. Thomas Hogarth, P.E., Building Official
DIRECTOR – BUILDING DEPARTMENT

MISSION STATEMENT

The School District of Palm Beach County is committed to providing a world-class education with excellence and equity to empower each student to reach his or her highest potential with the most effective staff to foster the knowledge, skills, and ethics required for responsible citizenship and productive careers.

The School District of Palm Beach County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, national origin, marital status, race, religion or sex.

CHAPTER PAGE

SECTION 1

1.0 Introduction 1

1.1 Overview of the ADA 1

1.2 School District Responsibilities Under the ADA 3

1.3 Self Evaluation 5

1.4 Program Accessibility 5

1.5 Student Accommodations – Section 504 7

1.6 Employee Accommodations – EEO 8

SECTION 2

2.0 Compliance Plan 10

2.1 Integrated Approach 11

2.2 Facility Barrier Data 12

2.3 Barrier Prioritization 14

2.4 Compliance Schedule 15

SECTION 3

3.0 Policies and Procedures 17

3.1 ADA Title II Coordinator and Duties 18

3.2 Public Comment/Board Adoption 20

3.3 Grievance Process 21

3.4 Permitting and Maintenance of Facilities 22

3.5 Board Policies 24

3.6 Staff Training and Public Outreach 25

Appendix

Glossary of Terms A-1

CHAPTER PAGE

Appendix (continued)

ADA Accommodation Procedures for Public Access Issues A-2

Reasonable Accommodation Request in Public Access Form A-3

Complaint and Grievance Form A-4

Policy 3.05 Equal Employment Opportunity Policy A-5

Policy 3.06 Policy Concerning Persons with a Disability and Procedures for Accommodation A-7

Policy 5.001 Protecting Students from Harassment and Discrimination A-10

Policy 5.002 Prohibition of Bullying and Harassment A-22

Policy 5.189 Discipline of Students Eligible for Services Under the Individuals with Disabilities Act ("IDEA") A-30

Policy 5.322 Students with Chronic Illnesses and Infectious Diseases (Including HIV/AIDS) A-32

Policy 7.02 Educational Facilities Specifications A-35

Policy 7.21 Building Code A-37

Policy 8.17 Use of Service Animals A-38

Use of Inspection Database A-43

ADA Code Priority Report A-44

SECTION 1

1.0 – Introduction

In 2008, the School District of Palm Beach County initiated a comprehensive update of its ADA Transition Plan. The Transition Plan Update is prepared in fulfillment of the requirements set forth in Title II of the Americans with Disabilities Act. Included in the Transition Plan Update is a survey of all District facilities where programs, services or support activities are provided for the public. The survey focused upon critical elements in the built environment which included parking lots, buildings, recreation areas and campus paths of travel.

The School District of Palm Beach County (District) is herein updating and modifying its Self Evaluation and Transition Plan first completed in 1992 pursuant to Title II of the Americans with Disabilities Act (ADA).

The District has replaced and/or significantly improved most of its inventory of schools, ancillary and administrative buildings that were in existence in 1992. During this time, the District has also constructed many new facilities to accommodate a growing number of students within the county.

The District currently owns and maintains 1,474 individual buildings encompassing over 28,600,000 square feet. The District owns 4,507 acres of land and has 187 schools serving students from pre-kindergarten through continuing adult education.

Facility information first documented in 1992 has become outdated and it is appropriate now to update the Self Evaluation and Transition Plan to document compliance with requirements set forth in the ADA.

The following text is intended to replace the original Self Evaluation and Transition Plan in its entirety. This report further describes the process by which policies, programs and facilities were evaluated for compliance with the ADA; presents the findings of that evaluation and provides recommendations for ensuring accessibility. This section provides an overview of the requirements and process for developing the Self-Evaluation and Transition Plan Update. Section 2 details the findings and action steps related to District's program for providing accessible buildings and facilities. Section 3 outlines the District's program for providing accessible policies, procedures and programs, and complaint procedures for disability discrimination.

1.1 – Overview of the ADA

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services; and access to public accommodations, transportation and telecommunications. The ADA is companion to civil rights legislation within the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973(Section 504). Both the ADA and Section 504 prohibit public school systems from denying persons with disabilities equal opportunity to participate in programs, services, and activities because their facilities are inaccessible to, or unusable by, them. *See* 28 CFR §35.149 and 34 CFR §104.21. Thus, both require the District to operate each program or activity located in an existing facility in such a way

that the programs and activities, when viewed in their entirety, are readily accessible to and usable by individuals with disabilities. *See* 28 CFR §35.150(a) and 34 CFR §104.22(a).

With respect to public entities, the ADA mandates that qualified disabled individuals shall not be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity. The Act also provides disabled employees with certain protections and requires employers to make reasonable accommodation for disabled applicants and employees.

The ADA is divided into five parts, covering the following areas:

Title I: Employment

Title I applies to all who employ fifteen (15) or more people excluding the U.S. government and private membership clubs, employment agencies, labor organizations and labor management committees.

Under this title, employers, including governmental agencies, must ensure that their practices do not discriminate against persons with disabilities in the application, hiring, advancement, training, compensation, or discharge of an employee, or in other terms and conditions of employment.

Title II: Public Services

Title II prohibits state and local governments, or any of its agents, from discriminating against persons with disabilities or from excluding participation in or denying benefits of programs, services, or activities to persons with disabilities. It is under this title that the Transition Plan is prepared. The Transition Plan is intended to identify access barriers and determine appropriate actions to remove such barriers and/or provide alternative means to assure accessibility in compliance with the ADA. Title II is implemented by the Department of Justice (DOJ).

Title III: Public Accommodations

Title III covers privately owned public accommodations of businesses and nonprofit service providers that are public accommodations. Within this title a very wide range of privately owned businesses are held responsible for ensuring that the goods and services they provide to the public are accessible to persons with disabilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices and medical clinics, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Title III requires places of public accommodation to be accessible to and usable by persons with disabilities. Such entities are not held to conducting a self evaluation or a transition plan as described for public entities. However, they must engage in a program of readily achievable barrier removal. Thus, privately owned public accommodations must after considering their available resources, remove barriers that prevent persons with disabilities from receiving the benefit of their goods and services. When a Title III entity engage in a new construction, renovation or remodel, the sites impacted must be brought up to current code.

Title IV: Telecommunications

Title IV covers telephone and television access for persons with hearing and speech disabilities. It requires common carriers (telephone companies) to establish interstate and intrastate telecommunications relay services for callers with hearing and speech disabilities who use telecommunications devices for the deaf and callers who use voice telephones to communicate with each other through a third party communications assistant. Title IV also requires closed captioning of federally funded public service announcements.

Title V: Miscellaneous Provisions

Title V contains several miscellaneous regulations, including construction standards and practices to guide federal agencies in regulating and enforcing the above titles of the ADA, provisions for attorney's fees, and technical assistance provisions.

The District is obligated to observe the requirements of Title I of the ADA in its employment practices; Title II in its policies, programs and services; and any parts of Title V that apply to the District, its programs, services or facilities; and all requirements specified in the Americans with Disabilities Act Accessibility Guidelines (ADAAG) that apply to facilities.

State of Florida Requirements

In 1993 the Florida Legislature enacted the "Florida Americans with Disabilities Accessibility Implementation Act." The purpose and intent of this Act (Sections 553.501-553.513, *Florida Statutes*) is to incorporate into the laws of Florida the accessibility requirements of the Americans with Disabilities Act of 1990, Public Law No. 101-336, 42 U.S.C. Section 12101 et seq. ADA, while at the same time to maintain those provisions of Florida law that are more stringent than the ADA accessibility guidelines, that is, those provisions which are more favorable to the needs of the disabled. In 1997 the legislature amended the Act to complete the move to establish consistency of the Florida accessibility building code to the ADAAG as adopted by the US Department of Justice at 28 CFR Part 36.

1.2 – School District Responsibilities Under the ADA

The Palm Beach County School District has various obligations under Title II of the ADA. Title II of the ADA is similar to Section 504 of the Rehabilitation Act of 1973, but differs in that Section 504 applies only to programs that receive federal financial assistance. The purpose of Section 504 is to ensure that no otherwise qualified individual with disabilities shall, solely by reason of his or her disability, be discriminated against under any program or activity receiving federal financial assistance. The District has been subject to and has operated under the requirements of Section 504 for many years.

Under Title II, public entities, including public school districts, may not establish eligibility criteria for participation in programs and activities that would deny persons with disabilities equal opportunity to participate unless such requirements are necessary for provision of the service or program. A public entity must reasonably modify its policies and procedures to avoid discrimination toward persons with disabilities. However, if the public entity can demonstrate that a modification would fundamentally

alter the nature of the program or service, it would not be required to make that modification. Title II also discusses the use of auxiliary aids necessary to enable persons who have visual, hearing, mobility, or similar impairments access to programs and activities provided by the public entity.

Another exception to the programmatic access requirements is undue hardship. "Undue hardship" is defined in the DOJ regulations as an "action requiring significant difficulty or expense" when considering the nature and cost of the accommodation in relation to the size, resources, and structure of the specific operation. Undue hardship is determined on a case-by-case basis.

The District is required to prepare a "Self-Evaluation" document to assess its programs and services to assure that discriminatory practices are identified and removed. Where it is necessary to remove architectural barriers to program accessibility, the District must also prepare a transition plan. "Architectural barriers" are elements of the facility structure. The transition plan outlines the structural modifications it will implement to make its programs and services accessible to people with disabilities.

Title II prohibits all public entities, regardless of size of workforce, from discriminating in their employment practices against qualified individuals with disabilities. In addition to Title II's employment coverage, Title I of the ADA and Section 504 of the Rehabilitation Act of 1973 prohibit employment discrimination against individuals with disabilities by certain public entities. Title I of the ADA, which is primarily enforced by the Equal Employment Opportunity Commission (EEOC), prohibits job discrimination by state and local employers with 25 or more employees.

For those public entities (including the Palm Beach County School District) that are subject to Title I of the ADA, Title II adopts the standards of Title I.

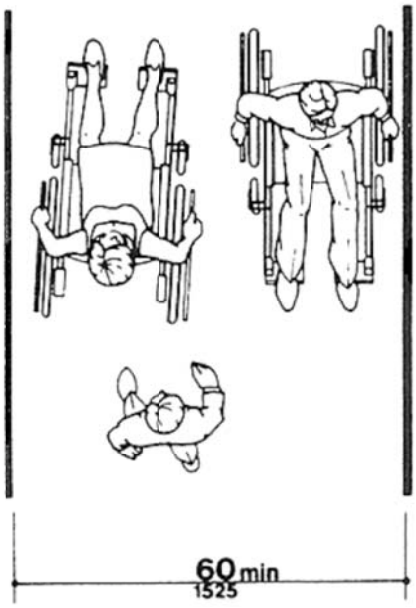


Fig. 2
Minimum Clear Width for Two Wheelchairs

1.3 – Self Evaluation

All public entities subject to Title II of the ADA were to have completed a "Self Evaluation" by January 26, 1993. A self evaluation is a public entity's assessment of its current policies and practices. The self evaluation identifies and corrects those policies and practices that are inconsistent with Title II's requirements. The District conducted a self evaluation pursuant to the original requirement. Copies of the self evaluations were only required to be retained for three years. No complete record of the self evaluation is available at this time. Section 504 also required a self evaluation. The District also conducted a Section 504 self evaluation. Unfortunately, the Section 504 self evaluation is also no longer available.

The Department of Justice acknowledged that programs and functions may have changed significantly since the Section 504 self evaluation was completed. Under Title II, public entities were to ensure that all programs, activities, and services were examined fully for compliance unless where there was evidence that all policies were previously scrutinized under Section 504.

Once a public entity has established its policies and practices, it should analyze whether these policies and practices adversely affect the full participation of individuals with disabilities in its programs, activities and services. A public entity must examine each program to determine whether any physical barriers to access exist. It should identify steps that need to be taken to enable these programs to be made accessible when viewed in their entirety. If structural changes are necessary, they should be included in the transition plan.

The ADA does not require the public entity to make all of its existing facilities accessible, nor does it require a public entity to take any action that would fundamentally alter the nature of the service program, or activity. There are various methods that may be appropriate for providing "program accessibility" in lieu of making actual physical structural changes to facilities.

Title II of the ADA requires that a transition plan be prepared to describe the structural changes that a public entity will make to its facilities to bring about program accessibility. While the transition plan outlines the physical modifications and a timeline for these changes, it does not necessarily include those programmatic modifications that the District will make in lieu of structural modifications. Programmatic modifications are included in this self evaluation. Therefore, in many ways, this self evaluation and transition plan are companion documents that must be used together to formulate overall District compliance activities.

1.4 – Program Accessibility

Program accessibility is defined by federal regulations and laws. A public entity (including a public school district) shall operate each service, program, or activity so that it is readily accessible to and usable by individuals with disabilities.

Ensuring programmatic accessibility is an important aspect of enhancing opportunity for persons with disabilities. Both Title II and Section 504 regulations contain two standards to be used in determining

whether a covered entity's programs, activities, and services are readily accessible to individuals with disabilities. One standard deals with existing facilities; and the other standard deals with new construction and alterations.

For *existing* facilities, Title II of the ADA and Section 504 require covered entities to operate each program so that, when viewed in its entirety, the program is readily accessible to and usable by people with disabilities. This is known as the program accessibility standard, and it is one of the most important concepts in ADA compliance. However, Title II of the ADA and Section 504 do not require existing buildings offer a barrier free environment as long as the program viewed as a whole is accessible.

Both the Title II and Section 504 regulations require that a *new or altered facility* (or the part that is new or altered) be readily accessible and usable by individuals with disabilities.

The new construction and alterations requirements focus on providing physical access to buildings and facilities rather than providing access to programs and services. There is no fundamental alteration or burden limitation on the new construction and alteration requirements.

With respect to existing facilities, a school district should provide access to persons with disabilities at schools throughout their service area so that students with disabilities can attend school at locations comparable in convenience to those available to students without disabilities. School districts are not necessarily required to make all of their existing classroom buildings accessible, provided that all programs offered in inaccessible classroom buildings are also available in other accessible buildings or schools in the district and that the accessible schools are comparable in convenience to those available to students without disabilities.

A school district may not make only one facility or part of a facility accessible if the result is to segregate students with disabilities in a single setting. Also, where magnet schools or other schools offering different curricula or instruction techniques are available, the range of choice provided to students with disabilities must be comparable to that offered to students without disabilities. For support facilities such as restrooms, drinking fountains, and parking spaces in existing facilities, sufficient numbers of these accessible elements should exist that are reasonably convenient, usable in inclement weather, and appropriate to the use of a facility.

Although nonstructural methods of achieving program compliance accessibility are acceptable, nonstructural solutions should not have the effect of segregating people with disabilities or compromising their dignity and independence. If no effective nonstructural alternatives can be provided to achieve program accessibility, public school systems must make the necessary structural changes. These changes must conform to standards for new construction.

In identifying various programs provided by the District, two well established and very effective programs to accommodate certain groups of individuals with disabilities are currently in place. One program is Section 504 compliance to accommodate student needs which is administered by the Department of Exceptional Student Education (ESE). Another program in place is the Equal Employment

Opportunity (EEO) compliance administered by the Department of Employee Relations to accommodate prospective and current employees with disabilities.

These two existing programs (Section 504 and EEO) make up critical and substantial elements of the Title II Self Evaluation and Transition Plan. The District approach to Title II compliance will use the Section 504 and EEO programs to accommodate ADA needs of the most identifiable programs related to the District, that being Pre-kindergarten through Twelfth grade public education and related administrative and support functions. Access to many areas of School District facilities is normally limited to students and/or employees.

These two programs (Section 504 and EEO) are described further in the following sections:

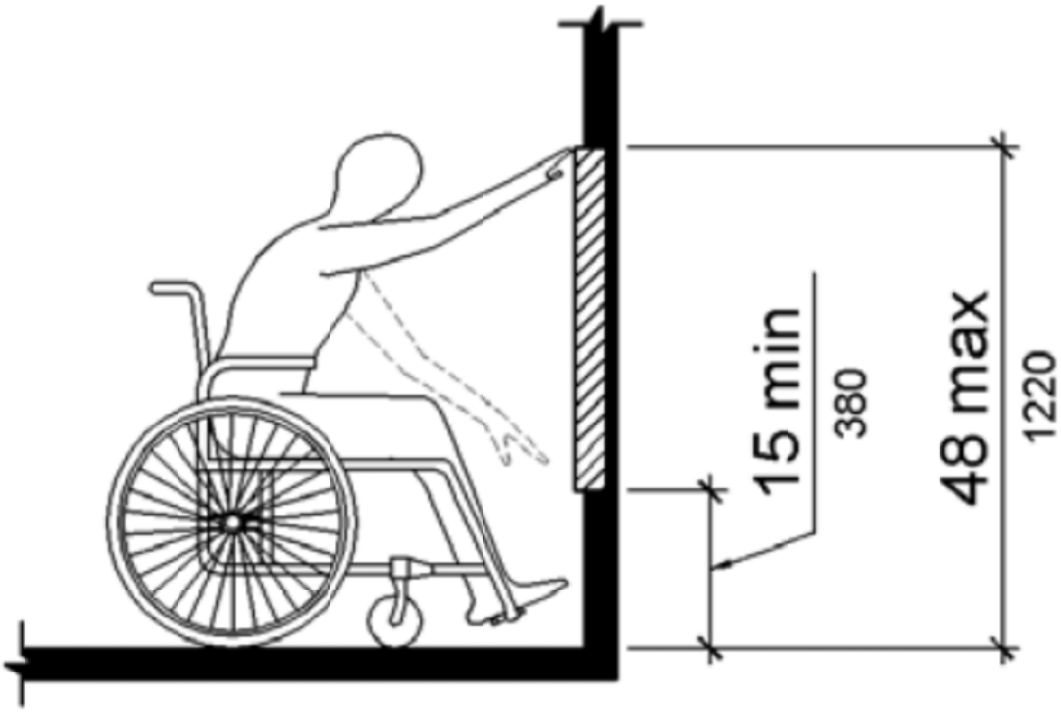


Figure 308.2.1
Unobstructed Forward Reach

1.5 – Student Accommodations – Section 504

Section 504 of the Rehabilitation Act of 1973 (Section 504) is federal civil rights legislation that prohibits discrimination against persons with disabilities in any program receiving federal financial assistance,

including public schools. In the school environment, the purpose of Section 504 is to ensure that eligible students have educational opportunities equivalent to those of their nondisabled peers.

To be protected per 504, a student must be determined to: (1) have a physical or mental impairment which limits one or more major life activities; or (2) have a record of such impairment; or (3) be regarded as having such impairment. Section 504 requires that school districts provide a free appropriate public education (FAPE) to qualified students in their jurisdictions who have a physical or mental impairment that substantially limits one or more major life activities.

Similar to Section 504, the Americans with Disabilities Act of 1990 (ADA) is civil rights legislation that prohibits discrimination against persons with disabilities. Title II of the ADA covers all activities of state and local governments, regardless of the government entity's size or receipt of federal funding. Title II is applicable to public education.

Congress patterned Title II of the ADA after Section 504. Therefore 504 and the ADA are considered sister statutes, as they share the same definition of disability and are intended to be interpreted consistently with each other. Section 504 and the ADA both prohibit discrimination against students with disabilities enrolled in public schools. Each law separately assures equal opportunities and access for persons with disabilities.

The determination of whether a student has a physical or mental impairment that substantially limits a major life activity must always be made on an individual basis. A temporary impairment is generally not considered a disability unless it substantially limits one or more major life activities over an extended period of time. Section 504 teams must evaluate, on an individual basis, both the temporary impairment's expected duration, the degree to which it actually limits a major life activity and its impact.

The 504 Team will propose accommodations specially tailored to meet the needs of individual students. These accommodations will include the removal of architectural or structural barriers when determined appropriate. The District has adopted comprehensive grievance procedures that incorporate impartial due process hearings, providing for prompt and equitable resolution of complaints.

For information regarding Section 504 and student accommodations related to Title II, please refer to the Palm Beach County School District "Section 504 & Americans with Disabilities Act Procedure Manual".

1.6 – Employee Accommodations – EEO

It is the policy of the School District of Palm Beach County, in accordance with the Americans with Disabilities Act of 1990 (ADA), that it shall not discriminate against a qualified individual with a disability in regard to job application procedures, hiring, advancement, discharge, compensation, job training, or other terms, conditions, or privileges of employment. The District shall provide reasonable accommodations to a qualified individual, when necessary, to enable the individual to perform the essential functions of the position, unless the reasonable accommodation would pose an undue hardship on the operation of the District's business. (See Board Policy 3.06)

Employees or applicants with a disability and seeking an accommodation under ADA are directed to contact the EEO Coordinator either by letter, telephone, e-mail, or in person. Employees must complete the ADA Reasonable Accommodation Request form and an Authorization for Release of Medical Information to the EEO Coordinator.

If the employee is unable to complete the form, the EEO Coordinator or designee will assist and/or complete the form on behalf of the employee.

The EEO Coordinator will speak with the employee to find out all relevant information regarding the employee's job duties, disability, the requested accommodation and its effect on the performance of the essential function of the job.

With respect to removing physical barriers, the District has determined that specific accommodations tailored around a particular employee's needs is preferable to making changes based solely on architectural standards set forth in the Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines (ADAAG). Accommodations made by the District for employees with disabilities may exceed standards found in ADAAG. Such accommodations may include the installation of automatic opening doors for employees with limited mobility, providing specialized computer monitors for employees with visual impairments, or providing mobility devices (scooters) when determined appropriate. Employee participation is an essential part of the accommodation assessment.

For information regarding EEO and employee accommodations related to Title II, please refer to Palm Beach County School Board Policy #3.06 "Policy Concerning Persons with a Disability and Procedures for Accommodation".

SECTION 2

2.0 – Compliance Plan

The primary purpose of the Transition Plan is to document facility changes necessary to provide program access. The compliance plan part of this Transition Plan establishes the District approach to achieving District-wide facility access.

The compliance plan develops and explains the process and rationale of identifying barriers to accessibility. The compliance plan also describes the District strategy to remove such barriers.

2.1 – Integrated Approach

Determination that a facility or portion thereof, is accessible is based on the standards of the Americans with Disabilities Act Accessibility Guidelines (ADAAG). It is not required that all facilities, or facility areas, be accessible to meet the program compliance requirement of the ADA. However, the District is required to ensure that an entire program, when viewed as a whole, is readily accessible to and usable by individuals with disabilities. See 28 CFR §35.150.

The ADAAG sets standards for accessibility of specific elements, and establishes "scoping" requirements for new construction and remodeling. "Scoping" determines which elements need to be accessible for a given type of work. This criterion delineates the standards that will be used in determining accessibility of an entire facility or a portion of a facility. The criteria will be used for existing facilities where new construction or alterations are not otherwise being contemplated.

The population served by the District can be generalized into 3 broad categories:

Students

Staff

General Public.

As previously stated, the District relies heavily on two processes designed to accommodate students (Section 504) and District staff (EEO). Therefore, the District approach to completing and updating the Self Evaluation and Transition Plan is focused on providing access to the General Public.

2.2 – Facility Barrier Data

The District Building Department developed a comprehensive approach to identify accessibility barriers at existing schools and ancillary facilities.

The District Building Department reviewed the ADA Title II Technical Assistance Manual published by the Department of Justice. The Building Department also researched available checklists and other guidance publications based on ADAAG as published on July 26, 1991. On July 23, 2004, the U.S. Access Board published new design guidelines that update access requirements for public facilities covered by law. The Access Board also updated guidelines for federal facilities covered by the Architectural Barriers Act (ABA). Both the ADA guidelines and the ABA guidelines were updated jointly to make them more consistent.

District facilities constructed or altered since the adoption of ADAAG (January 26, 1992) should be expected to be in compliance with ADAAG. However, inconsistencies with adopted building codes as well as inconsistent enforcement during construction provided for unintentional variances from ADAAG. The building and accessibility codes sometimes require individual interpretation which may differ today from interpretations developed at the time of construction. In addition, inconsistent maintenance and normal wear and tear of particular facility components created apparent deviation from original design and ADAAG standards. Because of these factors, the District elected to survey every facility regardless of age as part of this Self Evaluation and Transition Plan Update.

Survey Forms

In preparing to update the Self Evaluation, the District modified and improved checklists originally created as guidance tools for the original Title II compliance. These checklists were intended to maximize consistency among the survey teams and to simplify the process by eliminating items that were not expected to be part of the current District facilities (such as pay phones and automated teller machines).

The resulting checklists included:

- Form 1 - Parking
- Form 2 - Passenger Loading Zones
- Form 3 - Exterior Accessible Routes
- Form 4 - Curb Ramps
- Form 5 – Drinking Fountains
- Form 7 – Ramps
- Form 8 – Stairs
- Form 9 – Platform Lifts
- Form 10 – Entrances and Exits
- Form 11 – Doors and Gates
- Form 12 – Building Lobbies and Corridors
- Form 13 – Elevators

- Form 14 – Rooms and Spaces
- Form 15 – Assembly Areas
- Form 16 – Toilet Rooms and Bathrooms

Note: Form numbers are not continuous because certain guideline forms were combined or were determined to be not applicable.

Tasks

Survey teams were created using Building Department staff supplemented by additional staff from the Program Management Department and the Environmental Control Office. The scope of the survey required considerable training in a broad range of construction disciplines. In order to simplify the training and to minimize the disruption of normal District operations, the Self Evaluation was broken down into five different "Tasks". Tasks evolved around one or more survey forms that were similar in nature and scope. The intent was to complete one Task before another Task was started.

Five separate Tasks were identified as follows:

Task 1 – Parking and Exterior Access
Task 2 – Vertical Accessibility
Task 3 – Interior Routes
Task 4 – Restrooms and Locker Rooms
Task 5 – Assembly Areas

Survey teams were first deployed in the fall of 2008 and continued non-stop through 2010.

Data Collected

Each survey form was designed to provide common elements that would later be useful in analyzing and processing the data.

Each Survey inspection record includes the following elements:

- Facility Name
- Inspector Name
- Date Inspected
- Survey Form Number
- Item Number
- Item Location
- Comment (Description)
- Code Reference
- Date Satisfied

A sample inspection record follows:

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
BUILDING DEPARTMENT
INSPECTION COMMENT HISTORY

FACILITY: ACREAGE PINES ELEMENTARY **PROJECT NUMBER:** 2141-2222 **PROJECT NAME:** ADA Title II Compliance

INSPECTION ID: 102904 Accessibility **LOCATION:** ADA Form 01 - Parking **INSPECTION DATE:** 11/19/2009

ITEM NUMBER	BLDG	LOCATION	COMMENT	CODE REFERENCE	DATE SATISFIED	INSPECTOR
B 1		A1	Sign not compliant	4.6.4		Mark Sagovac
B 2		A1	Aisle width non compliant	4.6.3		Mark Sagovac
B 3		A2	Paint colors non compliant	4.6.4.a		Mark Sagovac
B 4		A3	Insufficient accessible parking	4.6.1		Mark Sagovac

FACILITY: ACREAGE PINES ELEMENTARY **PROJECT NUMBER:** 2141-2222 **PROJECT NAME:** ADA Title II Compliance

INSPECTION ID: 102905 Accessibility **LOCATION:** ADA Form 02 - Passenger Loading Zone **INSPECTION DATE:** 11/19/2009

ITEM NUMBER	BLDG	LOCATION	COMMENT	CODE REFERENCE	DATE SATISFIED	INSPECTOR
B 5		L1	No loading zone	4.1.2(5)(c)		Mark Sagovac

FACILITY: ACREAGE PINES ELEMENTARY **PROJECT NUMBER:** 2141-2222 **PROJECT NAME:** ADA Title II Compliance

INSPECTION ID: 102906 Accessibility **LOCATION:** ADA Form 03 - Exterior Accessible Routes **INSPECTION DATE:** 11/19/2009

ITEM NUMBER	BLDG	LOCATION	COMMENT	CODE REFERENCE	DATE SATISFIED	INSPECTOR
B 6		R1	Accessible route signage missing	4.1.3.(8)(d)		Mark Sagovac

FACILITY: ACREAGE PINES ELEMENTARY **PROJECT NUMBER:** 2141-2222 **PROJECT NAME:** ADA Title II Compliance

INSPECTION ID: 102907 Accessibility **LOCATION:** ADA Form 04 - Curb Ramps **INSPECTION DATE:** 11/19/2009

ITEM NUMBER	BLDG	LOCATION	COMMENT	CODE REFERENCE	DATE SATISFIED	INSPECTOR
B 7		C1	Ramp slope non compliant	4.7.2		Mark Sagovac
B 8		C1	No detectable warning	4.7.7		Mark Sagovac
B 9		C1	Curb side flair non compliant	4.7.5.a		Mark Sagovac
B 9		C2	No detectable warning	4.7.7		Mark Sagovac

* DENOTES ITEM CRITICAL FOR APPROVAL ACREAGE PINES ELEMENTARY Wednesday, November 17, 2010 11:02 am Page 1 of 22

Instructions for using the inspection record database are outlined on page A-43 of the Appendix.

The inspection record data was transferred into a second database for sorting and analysis that is not available within the inspection record database. The total number of recorded items is estimated in the range of 80,000. After analysis of priority and funding commitment, the second database was expanded to include:

- Priority Rating
- Schedule Completion Date

2.3 – Barrier Prioritization

Individual barriers have widely varying impacts upon accessibility. The applicable codes are very exacting and seldom include tolerances normally provided in the field of construction. For example, the force required to open a door may be a fraction of a pound over the required 5 pounds maximum force. The door frame itself may be 4 inches under the minimum width of 32 inches. The door force may be manageable. However, the door width could create an absolute barrier to a person in a wheelchair.

Creating a priority system of barriers allows the District to direct limited staff and resources to correcting the barriers most critical to persons with disabilities. It is important to realize that any prioritization is not given to imply that some items are not important or that correction is not necessary. The applicable codes and standards do not distinguish between "important" or "unimportant" requirements, and certainly all requirements should be met for a facility to be deemed fully accessible.

The District has developed a priority assignment model based on two factors:

- Relative Importance of the Barrier (High, Medium and Low)
- Whether the Barrier restricts access to the General Public as opposed to Students and Staff (Public = Greater Impact = 1, All Others = Lesser Impact = 2)

Public areas are spaces that are expected to be accessed by the general public such as parking, administration offices, cafeterias, media centers, auditoriums, gymnasiums, stadiums, concession areas and accessible routes serving these spaces.

Note: Student and staff accommodations will be made pursuant to Section 504 and EEO procedures.

Combining the two assigned factors creates a six tier priority system:

High 1, Medium 1, Low 1, High 2, Medium 2, Low 2

The Relative Importance factor can be determined by assessing the Building Code Reference.

High Priority

A High Priority factor would generally include those barriers that affect the primary accessibility of a facility, that is, conditions that would generally make a facility unusable for a broad spectrum of persons with disabilities.

Medium Priority

A Medium Priority factor would generally include barriers that adversely affect the "quality" of usage of a facility for persons with disabilities, as afforded to non-disabled persons.

Low Priority

A Low Priority factor would generally include barriers that might represent a small deviation from applicable codes and standards or items where alternative means of usage are possibly available.

2.4 – Compliance Schedule

Recognizing that the District has limited funds and cannot immediately make all facilities fully accessible, a compliance schedule based on prioritization has been applied to each barrier.

Title II of the ADA originally required public entities to achieve program accessibility by July 26, 1992. The Transition Plan was intended to provide for the removal of barriers as expeditiously as possible, but in any event, by January 26, 1995.

A required element of the Transition Plan was to provide a schedule for taking the necessary steps to achieve compliance with Title II. If the time period for achieving compliance took longer than one year, the Transition Plan was to identify the interim steps that would be taken to achieve compliance.

This update of the original Self Evaluation and Transition Plan was developed with an understanding that structural barriers identified in 1992 that hampered participation in programs were either removed or otherwise corrected. The District is not aware of any accessibility complaints associated with structural barriers identified in the original Transition Plan that were not successfully resolved through various complaint and grievance processes available to the public. Many barriers identified in this update are located at facilities that were built since 1992. The District will provide estimated completion dates to bring all barriers into compliance within a reasonable time period.

Within the School District, the Division of Facilities Management is charged with removing physical barriers to accessibility. The removal of barriers may involve modifying existing structures or building new facilities to replace non-compliant facilities. Compliance may also include performing maintenance of equipment or purchasing new equipment. Facilities Management staff have reviewed the list of barriers and have assigned estimated compliance dates to each. The compliance dates were developed as a direct relationship to the assigned priority of each barrier.

The Compliance Dates by priority:

- High 1 July 1, 2020
- Medium 1 July 1, 2024
- Low 1 July 1, 2026
- High 2 As determined necessary per Section 504 or EEO
- Medium 2 As determined necessary per Section 504 or EEO
- Low 2 As determined necessary per Section 504 or EEO

The District may complete projects earlier than the assigned compliance date based on the available funding and human resource.

SECTION 3

3.0 – Policies and Procedures

The various programs, services, and activities of the District pose a number of issues related to programmatic accessibility for persons with disabilities. While it has been a focus of this Self Evaluation to analyze the characteristic of each program and to evaluate the methods each program utilizes to include persons with disabilities, the overall responsibility is an on-going one that requires the development of policies and procedures on the part of various departments.

Figure 3—Rotational penetrometer mounted on full-depth playground surface specimen.

3.1 – ADA Title II Coordinator and Duties

Under Title II, any public entity that employs 50 or more persons shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title II, including any investigation of any complaint communicated to it alleging its noncompliance with or alleging any actions that would be prohibited by ADA Title II.

The Title II Coordinator is the key player in ensuring ADA Title II compliance. The Title II Coordinator's role includes planning and coordinating Title II compliance efforts, ensuring that the implementation is completed, and receiving and investigating complaints related to discrimination on the basis of disability as covered in Title II. To fulfill this job, the coordinator must have the authority, knowledge, skills and motivation to implement the regulations effectively.

One purpose of this requirement is to ensure the members of the public who need to interface with school systems can readily identify a person who is familiar with ADA requirements and can communicate those requirements to other key staff. It is expected that this employee will have the authority to take whatever action is needed to correct infractions. It is also required that the school system make an effort to prevent violations by ensuring that all of its employees and agents are thoroughly familiar with their obligations.

The public entity shall make available to all interested individuals the name, office address, and telephone number of the employee or employees designated pursuant to this paragraph. The regulations refer to this person, or persons, as the "responsible employee or employees".

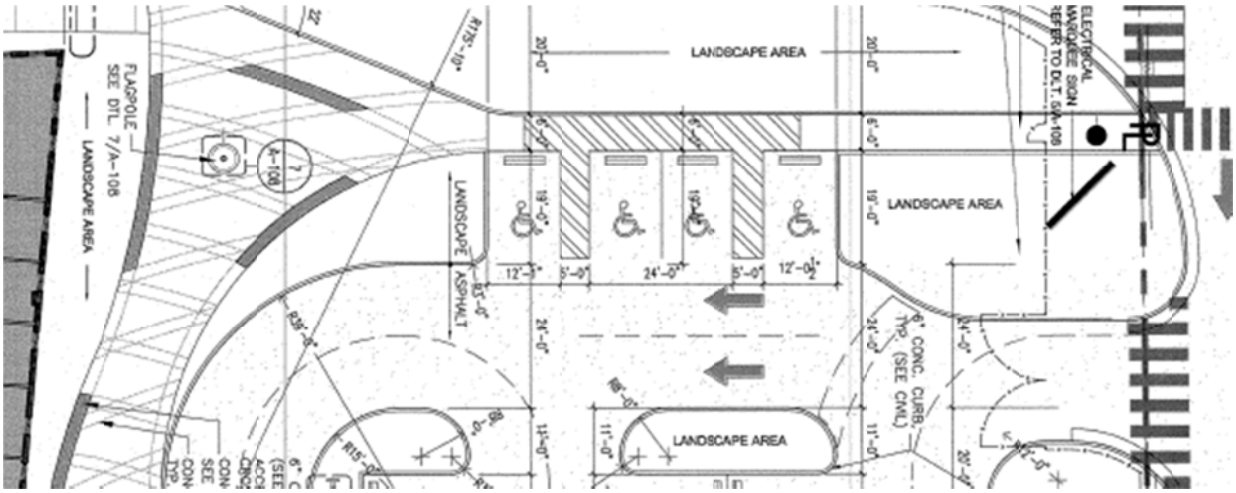
At the time of the writing of this plan, the Palm Beach County School District Title II Coordinator is:
Yevola Falana, ADA Title II Coordinator (561) 882-1912.

At the time of the writing of this plan, the Palm Beach County Section 504 Coordinator is:
Debra Neeson Okell, ADA/504 Specialist (561) 434-8817.

At the time of the writing of this plan, the Palm Beach County EEO Coordinator is:
Deneen Wellings, EEO Coordinator (561) 434-8637 or (561) 982-0905.

The Title II Coordinator will oversee a variety of tasks related to implementation of the ADA regulations and organize the District's ongoing compliance efforts. Specific duties included in the Title II Coordinator's job description include the following tasks as they relate to Title II and public accessibility:

1. Coordinate the development, refinement and implementation of the District and school sites' policies and plans for complying with the requirements per Title II of the ADA, as well as other disability laws. Collaborate with staff from various departments in developing and reviewing plans and policies in their areas of responsibility under Title II of the ADA.
2. Develop strategies for informing employees, managers, and other groups about District policies concerning the accommodation of members of the public beyond the scope of Section 504 and ADA.
3. Monitor and evaluate compliance with the requirements of the ADA and other disability laws. Advise and consult with managers, supervisors, and principals about areas of concern and possible non-compliance with regulations. Recommend appropriate corrective action as needed.
4. Maintain a working knowledge of legislation that is specifically related to the District's treatment of persons with disabilities. Maintain a working knowledge of architectural accessibility regulations and codes, including those in the Americans with Disabilities Act Accessibility Guidelines and the Florida Building Code Accessibility Standards.
5. Investigate and resolve complaints alleging either failure to comply with ADA Title II regulations or discrimination on the basis of disability.
6. Promote the coordination of District-wide approaches, policies, and procedures regarding equal access and accommodation of persons with disabilities.
7. Oversee implementation of the Board-approved ADA Transition Plan, including a review and understanding of physical accessibility modifications required by the Transition Plan.



3.2 – Public Comment and Board Adoption

The DOJ regulations for Title II state that a public entity is required to make available to applicants, participants, residents, and other interested parties information regarding the Self-Evaluation and its applicability to the services, programs, or activities of the public entity, and to apprise the public of the protections against discrimination afforded to them by Title II, including information about how Title II requirements apply to its particular programs, services and activities.

The Transition Plan must be formally adopted by the Palm Beach County School Board. Prior to adoption, a copy of the draft Transition Plan was made available for public inspection during a formal citizen review period. The District also held a public workshop to gather input on the Transition Plan and allowed the public to submit written and on-line comments. No comments were received from the public during the workshop and on-line comment period. Adoption of the plan commits the District to the barrier removal and modernization projects described in the Transition Plan, according to the schedule given. Any changes to the plan must be considered with the same standard of public input.

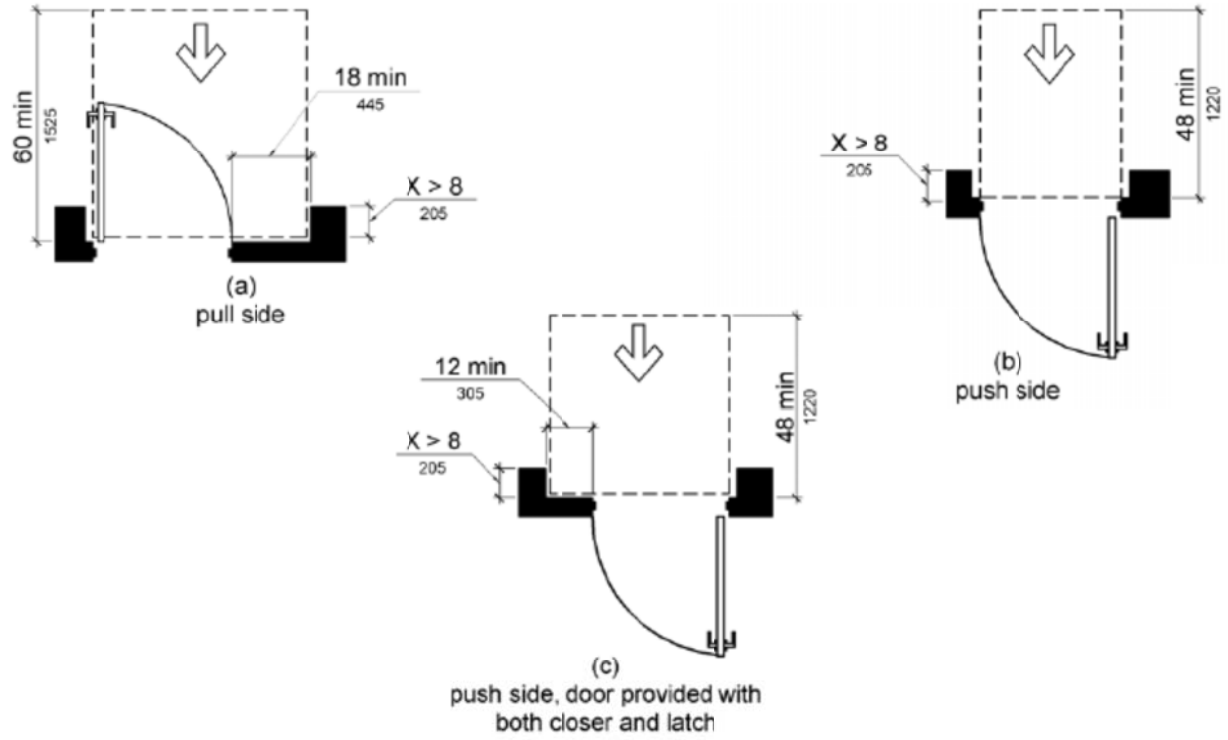


Figure 404.2.4.3
Maneuvering Clearances at Recessed Doors and Gates

3.3 – Accommodation Process

The purpose of an accommodation procedure is to provide means for timely resolution of all problems or conflicts related to ADA compliance before they escalate to the point where the complainant feels it is necessary to resort to the federal complaint process or litigation. This procedure must be just as accessible and appropriate for use by students or public citizens as by school system employees. As previously stated; employees and students are accommodated by EEO and Section 504 policies and procedures. Each of these programs has accommodation processes in place.

The Title II regulation provides that the ADA Coordinator is to oversee the investigation and resolution of complaints regarding compliance with the ADA. The Title II regulation also provides that public entities must adopt and publish accommodation procedures, providing for prompt and equitable resolution of complaints.

Complainants are not required to exhaust accommodation procedures before filing a complaint with the US Department of Education's Office for Civil Rights, or with the US Equal Employment Opportunity Commission (EEOC) or Florida Human Rights Commission.

An accommodation procedure should include the following components:

- A detailed description of the procedures for submitting an accommodation request;
- A two-step review process that allows for appeal;
- Reasonable time frames for review and resolution of the accommodation request;
- Records of all complaints submitted, responses given, and steps taken to resolve the issue; and
- An alternative procedure if the complainant alleges that the ADA Coordinator or other school officials with responsibilities regarding the accommodation procedures are a part of the alleged discrimination.

3.4 – Permitting and Maintenance of Facilities

Permitting

In 1993, the Florida Legislature enacted the "Florida Americans with Disability Accessibility Implementation Act." The purpose and intent of this Act is to incorporate into the laws of Florida the accessibility requirements of the Americans with Disabilities Act of 1990 (ADA) while at the same time to maintain those provisions of Florida law that are more stringent than the ADA accessibility guidelines, that is, those provisions which are more favorable to the needs of the disabled. In 1997 the Legislature amended the Act to complete the move to establish consistency between the accessibility provisions in the Florida Building Code and the Federal ADA Accessibility Guidelines as adopted by the Department of Justice. Nothing in the legislation is intended to expand or diminish the defenses available to a place of public accommodation under the Americans with Disabilities Act and the federal Americans with Disabilities Act Accessibility Guidelines, including, but not limited to, the readily achievable standard, and the standards applicable to alterations to places of public accommodation. The Florida Accessibility Code for Building Construction is incorporated into the Florida Building Code.

The School District of Palm Beach County Building Department was created pursuant to FS 1013.371 where School Districts were required to provide for the enforcement of the Florida Building Code and Florida Fire Prevention Code. The department reviews plans, issues permits and inspects new capital construction work (such as new schools, modernizations, core improvements and additions). The same authority includes the permitting of Minor Projects (such as covered walkways and technology), portable projects, and maintenance work (such as roof and A/C replacement and renovation work).

Maintenance

Under the Title II regulations, public school systems must maintain in working condition those features of facilities and equipment that are required to be readily accessible to and usable by persons with disabilities. Inoperable elevators or wheelchair lifts, locked accessible doors, or accessible routes that are obstructed by furniture, etc., are neither accessible nor usable by individuals with disabilities.

Isolated or temporary interruptions in service or access due to maintenance or repairs are not prohibited. However, allowing obstructions to persist beyond a reasonable period of time where timely repair or removal is possible would violate this requirement, as would repeat mechanical failures due to improper or inadequate maintenance.

The District will maintain a system of monitoring standard accessibility improvements at all school and ancillary sites to assure continuing compliance with the ADA Accessibility Guidelines and to take all reasonable steps to provide both programmatic and physical access for persons with disabilities. Compliance with the guidelines becomes the responsibility of various staff and departments. Site-based administrators and technicians are responsible for identifying and correcting simple barriers to accessibility. These barriers may include removal of loose obstructions to accessible paths or assuring mechanical equipment such as elevators and lifts are unlocked and in working order.

The Department of Facilities Services provides funding and support services to maintain the facilities to ensure that the operation, functionality and preservation of the school centers and ancillary facilities are compliant with district, local, State and National codes and regulations. Department technicians,

support personnel and administrators respond to resolve deficiencies pertaining to accessibility as well as other maintenance functions.

The Title II Coordinator will work with Building Department and Facilities Services Department staff to train site-based and district-wide personnel on how to keep systems in working order, and resolve details of potential or reported problems.

3.5 – Board Policies

The Palm Beach County School Board has adopted several policies relating to the protection of students, staff and public from discrimination including ADA regulations. Some of the major Board policies specifically related to ADA, EEO, Section 504 and Title II are described as follows: (Complete copies of each policy described herein are included in the Appendix)

Policy 3.05 **Equal Employment Opportunity Policy**
General Provision: It is the policy of the School Board of Palm Beach County to prohibit discrimination on the basis of religion, race, ethnicity, national origin, color, sex, marital status, age, parental status, disability, sexual orientation or gender identity or expression or any other characteristic protected by federal and state laws in all employment practices of the district.

Policy 3.06 **Policy Concerning Persons with a Disability and Procedures for Accommodation**
General Provision: It is the policy of the School District of Palm Beach County, in accordance with the Americans with Disabilities Act of 1990 (ADA), that it shall not discriminate against a qualified individual with a disability, because of the disability of such individual, in regard to job application procedures, hiring, advancement, discharge, compensation, job training, or other terms, conditions, or privileges of employment. The School District shall provide reasonable accommodation to a qualified individual when necessary to enable the individual to perform the essential functions of the position, unless such would pose an undue hardship on the operation of the District's business.

Policy 5.001 **Protecting Students from Harassment and Discrimination**
General Provision: The School Board of Palm Beach County, Florida, as governing body of the School District ("School District" or "District"), does not condone harassment or discrimination against any of its students or applicants for admission for any reason including, but not limited to, their real or perceived sex, race, color, religion, national origin, age, disability, marital status, ancestry, ethnicity, gender, linguistic preference, political beliefs, sexual orientation, or social/family background in its education programs or admissions to education programs and therefore prohibits such discrimination against, or harassment of, any student by any Board member, District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District.

Policy 5.189 **Discipline of Students Eligible for Services Under Section 504 of the Rehabilitation Act of 1973 ("Section 504") and Americans with Disabilities Act ("ADA")**
General Provision: This Policy for discipline of students eligible for services under Section 504 is designed to comply with State Board of Education Rule 6A-6.0331(8), the Section 504 Regulations at 34 C.F.R. Part 104, and 29 U.S.C. 794 ("Section 504"). The phrase "eligible for services under Section 504" refers to students with **active Section 504 accommodation plans**.

Policy 5.322 **Students with Chronic Illnesses and Infectious Diseases (Including HIV/AIDS)**

General Provision: The School Board of Palm Beach County acknowledges all federal and state laws protecting students with disabilities and acknowledges that those individuals shall not be discriminated against on the basis of their disabilities, including those involving illness.

Policy 7.02 **Educational Facilities Specifications**
General Provision: The School Board recognizes there is a continuing need to plan, design and construct new educational facilities and to make changes through the renovation and remodeling of existing educational facilities, to support and enhance educational programs and to accommodate for changing educational needs. This policy is to ensure that all new construction, renovation and remodeling of District facilities are designed to meet the requirements of applicable state and federal laws and regulations and related District policies, and to accommodate and complement the educational program.

Policy 7.21 **Building Code**
General Provision: All new construction including relocatables, additions, remodeling of existing facilities or renovation of existing facilities shall conform to and comply with the Florida Building Code (FBC) including but not limited to Chapter 423, and the Florida Fire Prevention Code (FFPC) pursuant to Fla. Stat. § 1013.37 and shall be consistent with applicable provisions of the State Requirements for Educational Facilities (SREF).

Policy 8.17 **Use of Service Animals**
General Provision: The School Board of Palm Beach County desires to ensure that individuals with disabilities are permitted to participate in and benefit from district programs, activities, and services, and to ensure that the District does not discriminate on the basis of disability. This policy is to establish procedures for the use of service animals in the Palm Beach County School District, including school buildings, vehicles, and other property; and to ensure the School District's compliance with state and federal laws.

3.6 Staff Training and Public Outreach

The Palm Beach County School District, through its various sites and programs, often holds meetings and assemblies for the general student population and community members. Such meetings may be held on District properties or at non-District sites. Likewise, meetings are often organized and operated by non-District organizations and held at District owned sites.

In order to assure compliance with ADA, such meetings should only be held at sites that are accessible to persons with disabilities. The term "accessible" would apply not only to the physical facility location, but also to programmatic requirements of the particular event, such as communications and assistive devices.

There are two major types of communication barriers that prevent or detract from communication effectiveness:

1. Visual: Print materials and displays, and signage often present barriers to people with limited vision.
2. Aural/oral: Aural refers to information that is heard; oral refers to spoken communication. A person who is hearing-impaired experiences barriers related to aural communication. The same person may be able to communicate orally, however. A person who has speech impairment or a cognitive impairment that affects speech, may experience barriers in communicating orally but have no difficulty receiving information that is conveyed aurally. Each person will require different auxiliary aids and services in order to be provided equally effective communication.

People with various disabilities may also be unable to receive or generate spoken communication. The following are some of the most widely used techniques and devices that can assist with communications:

- Sign language Interpreters
- Writing
- Computer-Aided Real-Time Reporting (CART)
- Assistive Listening Devices (ALD)
- Telecommunication Devices for the Deaf (also called TTY standing for teletypewriter)
- Telephone relay services
- Telephone Amplification

All public meeting notices should include a stated 72-hour advance time period for requests for alternative formats (for example, Braille, large print, audio cassettes, sign language interpreters, captioning or computer-aided real-time reporting). Appropriate school staff should be trained in the use of TTY's and relay services.

Additionally, key District staff at each facility will be trained to evaluate accessible features at their sites and know how to informally address issues with general public accessibility as they may arise. These staff members will either contact local maintenance staff members or maintenance technicians with the District Facilities Services Department to correct issues. These issues are generically described below:

1) Maintain exterior pathways and repair any surface irregularities that may become greater than 1/4" due to wear or cracking, and make other repairs to keep pathways from causing hazardous conditions. Monitor items temporarily placed in accessible pathways to ensure that the obstruction persists no longer than the time needed to accomplish tasks associated with the obstruction.
2) Maintain disabled parking spaces to have all appropriate signage and to keep access aisles to the spaces and to the main entrances they serve clear and usable.
3) Maintain and monitor the accessible path from the public right-of-way to the main facility entrance. Ensure that gates along the accessible path are open during normal operating hours.
4) Maintain and replace as required all building signage that would direct persons with disabilities to the accessible paths of travel.

5) Maintain all doors providing primary accessibility to be fully operable and unlocked during normal hours of operation of the facility, and during all public functions.
6) Maintain all door pressures required to open doors to be as low as possible but in no case more than 8.5 pounds for exterior doors and 5 pounds for interior doors.
7) Maintain all elevators in proper working condition. Set up and monitor yearly maintenance inspections by contracted elevator maintenance companies and State Elevator Safety Unit for all elevators.
8) Maintain all wheelchair lifts in proper working condition, with keys prominently displayed at facility main offices (see also section 2.10). Set up and monitor yearly maintenance inspections by contracted lift maintenance companies and State Elevator Safety Unit for all lifts.
9) Maintain all accessible plumbing fixtures, including toilets, urinals, lavatories, sinks, faucets, showers, bathtubs, and drinking fountains, to be fully operational and in compliance with accessibility codes.
10) Maintain all toilet accessories to be fully operational and properly mounted. Maintain all grab bars to be tight and structurally sound.
11) Maintain and monitor objects mounted on walls to protrude no more than 4” into paths of travel.
12) Maintain audible and visual fire alarms and pull stations to be fully operational.

GLOSSARY OF TERMS

ABA – Architectural Barriers Act

ADA – Americans with Disabilities Act

ADAAG – Americans with Disabilities Act Accessibility Guidelines

C.F.R. – Code of Federal Regulations

DOJ – (United States) Department of Justice

EEO – Equal Employment Opportunity

EEOC – Equal Employment Opportunity Commission

ESE – Exceptional Student Education

FBC – Florida Building Code

FFPC – Florida Fire Prevention Code

Section 504 (504) – Section 504 of the Rehabilitation Act of 1973

SREF – State Requirements for Educational Facilities (Florida)

Title II – Americans with Disabilities Act Title II (public facilities)

U.S.C. – United States Code

ADA Accommodation Procedures for Public Access Issues

The Americans with Disabilities Act (ADA) prohibits discrimination against individuals on the basis of disability. In accordance with the law, it is the policy of the School District of Palm Beach County ("School District") to provide equal access to qualified individuals with disabilities.

Contact information is included within the body of the ADA Self-Evaluation and Transition plan for students and employees who want to request accommodations. The accommodation procedure discussed in this document is specifically geared toward members of the general public who believe accommodations are needed to provide accessibility for public access areas.

The law covers parents and members of the public with disabilities. A person with a disability may be an individual who has a physical or mental impairment that limits a major life activity. Major life activities may include seeing, hearing, breathing, walking, speaking, learning, working, caring for oneself, performing manual tasks, lifting, and other physical, mental and social activities, etc.

In general, it is the responsibility of the individual with a disability to inform the School District that an accommodation is needed. A reasonable accommodation is a modification or adjustment to a school, practice or policy that enables a qualified individual with a disability to enjoy equal access. Parents and members of the general public should contact the School District ADA Title II Coordinator as soon as the need for an accommodation is recognized. It is also possible to file an ADA Accommodation Request Form to support the request for accommodation.

Anyone who believes that s/he, or a specific class of individuals, has been subjected to disability discrimination ***related to public access*** may file an ADA Complaint and Grievance Form within 180 days of the alleged violation. Forms should be filed with the School District's ADA Title II Coordinator who will investigate the complaint.

An ADA Complaint and Grievance Form must be filed within 180 days of the alleged violation. The request will be evaluated according to the following schedule:

- Within 5 business days of receipt of the Accommodation Request Form the ADA Title II Coordinator will send the Complainant an acknowledgment letter.
- Within 15 calendar days after receipt of the ADA Complaint and Grievance Form, the ADA Title II Coordinator will meet with the complainant to discuss the complaint and possible resolutions, conduct an investigation and issue a letter of findings and proposed resolution.
- A Complainant may submit comments or ask for modifications of the proposed resolutions within 15 calendar days after receipt of the letter of findings and proposed resolution.
- The ADA Title II Coordinator has 15 calendar days from the date of receipt of the Complainant's comments to complete a Final Resolution.
- The Complainant has 15 calendar days from the date the final resolution is issued to submit an Appeal to the Chief of Support Operations.
- The School District Chief of Support Operations has 15 calendar days to issue a decision.
- The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within 15 calendar days to the Superintendent, and a decision will be made within 15 calendar days after receipt of the complaint. The decision of the Superintendent is final.

The ADA Reasonable Accommodation Request and ADA Complaint and Grievance Forms are available on the School District website and may be filled out and printed while on-line or downloaded for local use.

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Americans with Disabilities Act (ADA) Reasonable Accommodation Request in Public Access

The School District of Palm Beach County, Florida welcomes members of the public to participate in the programs, and services offered. Alternate formats, assistive devices and special arrangements are available upon request. Advance notice (at least 72 hours) is recommended for arrangements for accommodations. **Submit this form to the Principal or Department Head.** If the request is for structural changes, accommodation(s) requested will be discussed further with the requester.

Name of Requester		Name of Person Completing Form (if different from requester)	
Address (house/apt.#, street, city, state, zip code)			
Mailing Address (if different from the requester)			
Phone Number	E-Mail Address	Date of Request	Date/time when accommodation is needed
Type of Event (e.g., meeting, athletic, assembly, etc.)		Location where accommodation is needed (e.g., School Office)	
What Limitations resulting from disability require accommodation ☐ Mobility ☐ Visual ☐ Speech ☐ Hearing ☐ Other (describe below)			

Accommodation is needed to provide access to ☐ Facility ☐ Equipment

Type of Accommodation Requested (please be specific)

Administrative Use Only

If structural changes are required or additional equipment is necessary, please send copy of form to ADA Title II Coordinator, 3661 Interstate Park Road, North, Suite 200, Riviera Beach, FL 33404 or Fax to (561) 882-1978.

Disposition of Request			
Print name of Principal/Dept. Head	*School/Department*	*Signature of Principal/Dept. Head*	*Date*
Print name of ADA Title II Administrator	*Signature of ADA Title II Administrator*		*Date*
Print name of Building Code Services Director	*Signature of Building Code Services Director*		*Date*

PBSD 2480 (New 1/24/2013)

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Americans with Disabilities Act (ADA) Complaint and Grievance

The purpose of this form is to submit a complaint or grievance to the School District of Palm Beach County concerning disability-related discrimination on the denial of access to facilities, programs, or services by any person with a disability.

Complete form* (additional sheets may be attached) and return to: Palm Beach School District (ADA Title II Coordinator) 3661 Interstate Park Road, North, Suite 200, Riviera Beach, FL 33404 or Fax to (561) 882-1978. Direct questions to (561) 882-1912. Forms must be submitted to the ADA Title II Coordinator within 180 days of the alleged disability-related discrimination.

*Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided.

Name of Complainant		Name of Person Completing Form (if different from complainant)	
Address (house/apt.#, street, city, state, zip code)			
Mailing Address (if different from the complainant)			
Phone Number	E-Mail Address	Date	Date of Discrimination
Provide a **complete** description of your complaint or grievance			
Specify the location of your complaint (e.g., media center, gymnasium, cafeteria, etc.)			
State what you think should be done to resolve the grievance			

Attach additional pages as needed.

Signature of Person Completing the Form _____ *Date* _____

Signature of ADA Title II Coordinator _____ *Date* _____

The ADA Title II Coordinator must maintain the confidentiality of all files and records relating to the grievances filed, unless disclosure is authorized or required by law.

PBSD 2481 (New 1/24/2013) Record Copy - Principal Page 1 of _____

Policy **3.05 Equal Employment Opportunity Policy**

1. **Purpose.** The School Board recognizes that eliminating all forms of unlawful discrimination, harassment and retaliation in the workplace will create a better work and learning environment for employees and students. Thus, the purpose of this policy is to:
    a. Reaffirm the School Board's commitment to equal employment opportunities for all persons in conformity with applicable law and related board policies, including in particular, the policy on nondiscrimination.
    b. Assure the recruitment, employment, training, promotion and retention of qualified staff without discrimination, while making efforts to provide diversity based on race, ethnicity and gender.
    c. Establish procedures for the reporting, the investigation, and the resolution of equal employment complaints in the School District.
2. **Scope.** This policy is applicable to all applicants and employees of the School District.
3. **Policy.** It is the policy of the School Board of Palm Beach County to prohibit discrimination on the basis of religion, race, ethnicity, national origin, color, sex, marital status, age, parental status, disability, sexual orientation or gender identity or expression or any other characteristic protected by federal and state law in all employment practices of the district. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, transfers, retention, demotion, discipline or dismissal of employees. As used in this policy, discrimination means treating an individual adversely in employment decisions based on religion, race, ethnicity, national origin, color, sex, marital status, age, parental status, disability, sexual orientation or gender identity or expression or any other characteristic protected by federal and state law.
    a. The board is committed to the principle of fostering diversity in order to enrich the educational experiences of all students through exposure to adults from many backgrounds, thereby providing educational settings that promote an understanding of diversity and contribute to the quality exchange of ideas inherent in the educational setting.
    b. The board is also committed to re-mediating any significant under-representation on the basis of a particular race, ethnicity, national origin or sex, within appropriate district job categories, if it exists and where there have been past employment practices that adversely affected current opportunities of individuals based on race, ethnicity, national origin or sex.
4. **Annual Notification to the Board.**
    a. *Content of Report.* To assist the board in monitoring implementation of this policy, the superintendent/designee shall maintain records by sex, race and ethnicity of employees. Annually, the superintendent/designee shall provide diversity data based on the composition of the workforce in accordance with EEOC guidelines.
    b. *Maintenance of Records.* States are required to report aggregated data to the U. S. Department of Education based on the following categories: Hispanic/Latino of any race, American Indian or Alaskan Native, Asian, Black or African-American, native Hawaiian or other Pacific Islanders, White, and two or more races. The Superintendent/designee shall maintain District records consistent with the requirements of the U. S. Department of Education.
5. **Disparity Study.** Upon receipt of the above data in section 4 herein, the board may authorize an outside consultant to conduct a disparity study to determine if there is any statistically significant under- representation in specific job categories on the basis of race, ethnicity, national origin or sex that may suggest that employment practices adversely affect the current employment opportunities of these individuals and, further, to identify any job opportunity barriers that may exist. Based on this study, the superintendent may develop strategies necessary for improving district diversity.
6. **Complaints of Discrimination.**

a. Supervisors and managers are responsible for assuring that no employee is subjected to conduct that constitutes discrimination as defined in Section 3 herein.
b. Any employee, who believes that he/she has been the subject of discrimination as defined in Section 3 herein by anyone at the district or by anyone who does business with the district, should, and is encouraged to, bring the matter to the attention of his/her supervisor except when the supervisor is the offending party or to the Equal Employment Opportunity Coordinator.
c. Any employee who is aware of behavior toward another employee which they feel may constitute discrimination as defined in Section 3 herein shall also report the matter to their supervisor or the to the Equal Employment Opportunity Coordinator.
d. If warranted, a prompt and thorough investigation of the alleged discrimination will be conducted and appropriate corrective action will be taken. Complaints of discrimination will be treated as confidential throughout the investigation. Once the investigation is completed, confidentiality shall be determined by the applicable state and federal laws.
e. Any individual found to have engaged in discrimination as defined in Section 3 herein will be disciplined up to and including termination.
f. Retaliation against an employee, potential employee, or former employee who, in good faith, makes a complaint or report of discrimination as defined in Section 3 herein or participates in the investigation of such a complaint or report is strictly prohibited. Incidents of retaliation shall be reported in the manner discussed above. Acts of retaliation shall subject an employee to discipline up to and including dismissal.
g. All employees must file the complaint pursuant to Section 6 of this policy. The exception is the superintendent, internal auditor or chief counsel to the school board, who must file the complaint with the board chair.

7. Limitations. Nothing in this policy is intended nor shall be construed to create a private right of action against the Board or any of its employees. The provisions herein do not affect the right of any person to file a charge of discrimination with any agency having jurisdiction over such claims.

STATUTORY AUTHORITY: Fla. Stat. §§ 1001.41; 1001.42

LAWS IMPLEMENTED: 29 U.S.C. §621, *et. seq*. (Age Discrimination in Employment Act of 1967, as amended).; 42 U.S.C. § 12101, *et. seq*. (Americans with Disabilities Act Amendments Act of 2008); Title VII, 42 U.S.C. § 2000e, *et. seq.* (Title VII of the Civil Rights Act); 29 U.S.C. § 201, *et. seq.* (Fair Labor Standards Act) §760.02, *et. seq.*

HISTORY: 3/3/76; 8/17/77; 6/16/82; 1/8/86; 9/22/99; 02/25/02; 7/7/2010

Policy **3.06 Policy Concerning Persons With a Disability and Procedures for Accommodation**

1. **Purpose.** The purpose of this policy is to provide procedures for processing requests for accommodations from applicants and employees with disabilities, in compliance with the *Americans with Disabilities Act of 1990*, as amended by the *ADA Amendments Act of 2008* or hereafter amended, and *Section 504 of the Rehabilitation Act of 1973*, as now or hereafter amended.
2. **Definitions.**
    a. ***"Qualified individual with a disability"***. A qualified individual with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.
    b. ***"Disability"***. A disability is a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such impairment; or being regarded as having such impairment.
    c. "***Impairment"***. An impairment is a physiological disorder, or condition, affecting one or more of the body systems or a mental or psychological disorder, such as emotional or mental illness.
        i. The following are **NOT** considered to be impairments:
            A. Temporary conditions, such as a broken leg, and those that are minor (such as poor vision that is correctable with eyeglasses)
            B. Environmental, cultural and economic disadvantages
            C. Homosexuality and bisexuality
            D. Pregnancy
            E. Physical characteristics (eye and hair color, left handedness)
            F. Personality traits or behaviors
            G. Normal deviations in height, weight or strength
            H. Gender identity disorders or other sexual disorders
            I. Conditions resulting from current illegal use of drugs
    d. ***"Substantially limiting"***. An impairment is substantially limiting if it prevents or to a large degree restricts an individual's ability to perform a particular major life activity, as compared to the ability of the average person in the general population performing the same activity. The determination of whether an impairment substantially limits a major life activity depends on the nature and severity of the impairment and the duration or expected duration of the impairment. The impairment's impact must be permanent or long term.
    e. ***"Major Life Activities***". Major life activities include, but are not limited to, functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, sitting, standing, lifting, reaching, reading, eating, sleeping, bending, concentrating, communicating or thinking.
    f. ***"Essential functions"***. The essential functions of a position are those that are central to accomplishing the tasks that are required of the position, not those that are marginally related to the outcome. The following questions can provide assistance in determining which functions are essential to the job:
        i. Will removing the functions fundamentally alter the position?
        ii. Is the function included in the written job description?
        iii. Is the function specified under collective bargaining agreements?
        iv. How much time is spent performing the function?
        v. What are the consequences of the employee failing to perform the function?
        vi. How many other employees are available to perform the function?
        vii. Does the position exist to perform the function?
        viii. What experience is needed to perform the function?
        ix. What is the experience of the past and/or current incumbents of the job?
    g. "***Reasonable accommodation"***. A reasonable accommodation is any change in the work environment or the manner in which a job is performed that enables an individual

with a disability to enjoy equal employment opportunities. Reasonable accommodation may include:

i. Making existing facilities used by employees readily accessible to and usable by individuals with disabilities;
ii. Job restructuring;
iii. Part-time or modified work schedules;
iv. Acquisition or modification of equipment or devices;
v. Appropriate adjustment or modifications of examinations, training materials or policies;
vi. The provision of assistance by other personnel (e.g. qualified readers or interpreters);
vii. Permitting the use of accrued paid leave or providing additional unpaid leave for necessary treatment.
viii. Reassignment to a vacant position for which the employee is qualified, if the disabled person is unable to perform the original job. (Reassignment should only be considered when there are no possible accommodations that would allow the employee to perform the current position without creating an undue hardship on the employer. The employee should identify vacant positions for which he/she is qualified and which have the equivalent pay status and conditions of employment).

3. **Policy Statement.** The School District of Palm Beach County, in accordance with the *Americans with Disabilities Act of 1990 (ADA),* shall not discriminate against a qualified individual with a disability, because of the disability of such individual, in regard to job application procedures, hiring, advancement, discharge, compensation, job training, or other terms, conditions, or privileges of employment, and shall provide reasonable accommodation to such an individual when necessary to enable the individual to perform the essential functions of the position, unless such accommodation would impose undue hardship on the school system. The burden of demonstrating undue hardship will be with the School District in accordance with law. Additionally, accommodation is not required when an individual poses a direct threat, i.e. a significant risk of substantial harm to the health or safety of the individual or others if the risk cannot be eliminated or reduced by reasonable accommodation.
4. **Procedures for ADA Eligibility Determination and Accommodations**
   a. **Responsibilities of Worksite Administrators/Supervisors**. Worksite administrators or supervisors are required to:
      i. Refer employees seeking assistance under the ADA to the EEO/ADA Coordinator at 561-982-0905. No accommodation for a disability as defined in this policy in accordance with the Americans with Disabilities Act (ADA), shall be provided without the approval of the ADA Coordinator.
      ii. Refer to the EEO Coordinator at 561-982-0905 any complaints from employees alleging that the school District is not meeting its obligations under the employment and/or accessibility requirement provisions of the ADA.
   b. **Responsibilities of Employees.** Employees seeking ADA eligibility and accommodation are responsible for initiating requests for any desired disability-related workplace accommodations. As such employees shall:
      i. Contact by telephone or in person the EEO/ADA Coordinator
      ii. Complete the following District documents:
         A. Form 2160, ADA Reasonable Accommodation Request located at http://www. palmbeachschools.org/Forms/asp.
         B. Form 2161, Authorization for Release of Employee Medical Information located at http://www. palmbeachschools.org/Forms/asp.
         C. Submit the above completed forms to:

EEO/ADA Coordinator
Safe Schools Institute
1790 N.W. Spanish River Blvd. Boca Raton, FL 33431
Or via fax: 561-982-0944

c. **Responsibilities of ADA Coordinator.**

i. *Request and Discussion.* Upon receipt of a request for accommodation, the ADA Coordinator shall engage in an interactive process with the employee requesting accommodations, to determine eligibility and reasonable accommodations in accordance with the ADA.

ii. *Documentation of Disability*. Upon receipt of an **AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION**, the ADA Coordinator shall contact relevant medical professionals regarding a request for accommodation, to verify the disability. This may vary depending on the nature and extent of the disability and the accommodation requested. In the event the District determines it is appropriate to obtain a second professional opinion concerning the nature or impact of a mental or physical disability, the District will bear the cost of obtaining the second opinion.

iii. *Evaluation*. The request for an accommodation will be evaluated once all documentation has been submitted by the employee to the EEO/ADA Coordinator. Appropriate accommodations will be determined following an individualized assessment of each request.

iv. *Notification*. The ADA Coordinator shall notify the employee and relevant parties of the determination regarding eligibility and accommodation.

v. *Implementation*. The ADA Coordinator shall take necessary steps to implement the selected reasonable accommodations, including consulting with other parties (supervisors, equipment and facilities contractors, interpreters) who may be relevant to the ADA request, to determine and plan the implementation of reasonable accommodations.

5. **Confidentiality and Records.** All District employees have a legal obligation to maintain confidentiality regarding an employee's disability-related information. To that end, the worksite administrators or supervisors and the EEO/ADA Coordinator shall provide information to others parties, including employees, only when necessary to facilitate accommodations.

Any employee shall retain the right to file a complaint with the appropriate agency other than the EEO/ADA Coordinator.

6. **Inquiries.** Questions regarding this policy should be directed to the EEO/ADA Coordinator at 561-434-8637 or 561-982-0905.

STATUTORY AUTHORITY: Fla. Stat. §§ 1001.41; 1001.42

LAWS IMPLEMENTED: 42 USC § 12101, et seq; 29 USC § 1630, et seq

HISTORY: 9/21/94; 5/21/97; 5/11/2011

Policy **5.001 Protecting Students from Harassment and Discrimination**

1. **General Provisions**.-- The School Board of Palm Beach County, Florida, as governing body of the School District ("School District" or "District"), does not condone harassment or discrimination against any of its students or applicants for admission for any reason including, but not limited to, their real or perceived sex, race, color, religion, national origin, age, disability, marital status, ancestry, ethnicity, gender, linguistic preference, political beliefs, sexual orientation, or social/family background in its education programs or admissions to education programs and therefore prohibits such discrimination against, or harassment of, any student by any Board member, District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District.
2. In an effort to promote an environment free of discrimination and harassment, the Board has adopted this policy prohibiting harassment of, or discrimination against, Students in order to prevent, investigate, and take prompt, equitable, and appropriate action with regard to alleged discrimination and harassment. In addition to this policy, the Board has adopted a separate Policy prohibiting sexual harassment of, or discrimination against, students (Policy 5.81).
3. The School Board believes that all students are entitled to a safe, equitable, and harassment-free school experience. Discrimination and harassment will not be tolerated and shall be just cause for disciplinary action.
4. This Policy shall be interpreted and applied consistent with all applicable state and federal laws and the Board's collective-bargaining agreements.
5. **Definitions**.-- For purposes of this Policy, the following definitions shall apply:
   a. *Accused/employee* is defined as a School District employee alleged to be responsible for the violation alleged in the complaint.
   b. *Accused/student* is defined as a student alleged to be responsible for the violation that is alleged in the complaint.
   c. *Complaint* is defined as written allegations regarding any action, policy, procedure, or practice prohibited by this policy.
   d. *Complainant* is defined as a student of, or applicant for admission to, the District who submits a written complaint of harassment or discrimination or an individual or group submitting a complaint on behalf of a student(s).
   e. *Day* is defined as a working day and this term does not include weekends or holidays unless noted as "calendar day."
   f. *Minor*, or *minor student*, is defined as any student who has not yet attained the age of eighteen (18). *For purposes of this policy*, the term should also be construed to include an adult student who has been determined incompetent or unable to give informed consent due to disability under state law. *Note: any procedure in this Policy mentioning a minor student's parent/guardian should also be construed to include an adult student's parent, if the adult student has given consent.* For example, where the Policy requires giving notice to the parent of a minor student, this requirement also includes notice to the parent of an adult student who has given consent for the parent to receive the notice. The notice would also be given to the parent of any adult student who has been determined to be incompetent or unable to give informed consent due to disability under state law.
   g. *Parties* is defined as the accused student and/or accused/employee, and the complainant.
   h. *Sexual orientation* is defined as the direction of one's sexual or romantic interest toward persons of the opposite sex, same sex, or both sexes.
   i. *School Official*, for purposes of this Policy, is defined as School Board employees, principals, assistant principals, teachers, and school police officers who have the duty of reasonable supervision with respect to student activities.
6. **Title IX Coordinator and ADA/504 Specialist**. -- Equal educational opportunities are guaranteed by Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973. The District has designated the Equal

Employment Opportunity ("EEO") Coordinator as the person responsible for ensuring that students and their custodial parent(s)/guardian receive information related to discrimination and harassment.

7. The EEO/Title IX Coordinator is located at: 3370 Forest Hill Boulevard, Suite, A-115, West Palm Beach, Florida 33406; Telephone: (561) 434-8637.
8. For those complaints concerning the Americans with Disabilities Act ("ADA") or Section 504 of the Rehabilitation Act, the District has designated an ADA/504 Specialist.
9. The ADA/504 Specialist is located at 3308 Forest Hill Boulevard, Suite C-143, West Palm Beach, Florida, 33406; Telephone: (561) 434-8817.
10. This contact information is to be posted in highly visible locations at each school including the main office, the guidance waiting area, and student services.
11. **Prohibited Harassment**.-- For purposes of this Policy, harassment occurs when conduct is sufficiently severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with a student's performance or ability to benefit from his/her education, or creates an objectively intimidating, hostile, offensive, or abusive school environment. Types of conduct which are prohibited in the District and which may constitute harassment include, but are not limited to:
    a. demeaning or derogatory comments, name-calling, racial slurs, or jokes, threats, abusive words, gestures, or harm to an individual;
    b. displaying visual or written material, including notes, stories, drawings, or pictures, or defacing school property or materials to demean a person;
    c. damaging, defacing or destroying private property of any person;
    d. bullying;
    e. requests for sexual favors and other conduct of a sexual nature as set forth in Policy 5.81; or
    f. any act of retaliation against an individual who reports a violation of the Board's harassment and discrimination policy or participates in the investigation of a discrimination or harassment complaint.
12. GRIEVANCE PROCEDURE FOR HARASSMENT OR DISCRIMINATION BY **STUDENTS -- Investigation and Resolution of Complaints Against an Accused/Student**
    a. **Reporting Discrimination or Harassment**.-- Any student or applicant for admission who believes he/she is a victim of discrimination or harassment (or any individual, including any student, teacher, or other employee of the District, who has knowledge of any incident(s) involving discrimination or harassment of students) is strongly encouraged to report the incident(s) in writing to the principal or other school official or the EEO/Title IX Coordinator and ADA/504 Specialist.
    b. School officials must report in writing any allegations of discrimination or harassment to the principal and to the EEO/Title IX Coordinator and ADA/504 Specialist.
    c. School officials must instruct students and their custodial parent(s)/guardian that the student, or custodial parent(s)/guardian on behalf of the minor student, as defined in paragraph (5) (f), may file a written complaint with the principal/designee, EEO/Title IX Coordinator and/or ADA/504 Specialist.
    d. The principal/designee shall document all complaints in writing to ensure that problems are appropriately addressed. Although this Policy encourages students to use the formal written complaint process, school officials "should investigate all complaints and reports of harassment, whether or not the complaint is in writing," as stated by the Office for Civil Rights in *Protecting Students from Harassment and Hate Crime: A Guide for Schools, Part II* (1999).
    e. It is the responsibility of the principal to forward all complaints within two (2) work days to the area superintendent, EEO/Title IX Coordinator, and ADA/504 Specialist. Failure by the principal to respond to a complaint within two (2) work days will automatically allow the complainant to re-file the complaint with the area superintendent.
    f. **Principal Involvement**.-- If the principal is directly and personally involved with a complaint or is closely related to a party to the complaint, then the area superintendent shall be asked to conduct the investigation.

g. **Informal Resolution**.-- Where appropriate, the complainant and the accused/student may agree to informally resolve the complaint. Complaints should be made as soon as possible but no later than one hundred eighty (180) calendar days after the alleged incident (that is, within 180 days after the last act of harassment or discrimination). (Note: the principal must document, in writing, any complaint, even if made informally; and the complainant must be requested to sign the writing to verify its accuracy.)
   i. The principal/designee may arrange for the parties to resolve the complaint informally through a voluntary conversation between the complainant and the accused/student, facilitated by the principal/designee within two (2) work days of receiving the complaint. Both the complainant and the accused/student may be accompanied by a person of their choice for support and guidance.
   ii. The parties shall never be asked to work out the problem directly with the accused/student unless the assistance of a counselor, teacher, administrator, or mediator is provided and both parties are willing.
   iii. If the principal/designee and the complainant and the accused/student (and/or their parents) agree that a satisfactory resolution has been achieved through the informal conversation, then no further action need be taken (besides notifying the area superintendent, EEO/Title IX Coordinator, and ADA/504 Specialist that the matter has been resolved). However, if a complete resolution has not been achieved, a formal written complaint should be filed within ten (10) work days after the informal meeting.
   iv. If the complaint is satisfactorily resolved informally, the principal/designee shall notify the area superintendent, EEO/Title IX Coordinator, and ADA/504 Specialist of the resolution of the complaint.

h. **Filing a Formal Complaint Report**.-- If the matter is not satisfactorily resolved informally, the principal/designee shall assist the student (or custodial parent(s)/guardian on behalf of the minor student as defined in paragraph (5)(f)), in filing a complaint (if it is not yet in writing). The student (or custodial parent(s)/guardian on behalf of the student) may file a written complaint with the principal/designee by using the *Student Complaint Report* form (PBSD 1615). Said form is hereby incorporated by reference and made a part of this Policy and shall be filed with the Clerk of the School Board herewith and is available on the District's web site at http://www.palmbeach.k12.fl.us/Records/Forms.htm. The Witness Statement form (PBSD 1616) is to be completed by witnesses to the alleged incident.

i. Complaints should be made as soon as possible but no later than one hundred eighty (180) calendar days after the alleged incident (that is, within 180 days after the last act of harassment or discrimination). Failure on the part of the complainant to initiate and/or follow up on the complaint within this period may result in the complaint being deemed abandoned. The principal/designee shall record in writing and document all complaints regarding sexual harassment and discrimination to ensure that problems are appropriately addressed, whether the report is made verbally or in writing.

j. The principal/designee may assist the student (or custodial parent(s)/guardian on behalf of the student if the student is a minor, as defined in paragraph (5)(f)) in completing the form, or may complete the form for the student or for the custodial parent(s)/guardian who is acting on behalf of the student. In all instances, the student (or custodial parent(s)/guardian on behalf of a minor) shall review the form to ensure its accuracy and sign and date the complaint.

k. The complainant will be requested to provide signed, specific information regarding the alleged discrimination or harassment, the alleged offender, witnesses, and other relevant information. In all instances, the student (or custodial parent(s)/guardian on behalf of the minor student as defined in paragraph (5)(f), shall review the form to ensure its accuracy and sign and date the complaint.

l. All complaints filed with the principal/designee must be reported in writing to the area superintendent and the EEO/Title IX Coordinator and ADA/504 Specialist.

m. **Notice to Accused/Student**.-- Within two (2) days of receipt of a complaint, the principal/designee will notify the accused/student of the allegations.

n. **Notice to Parent(s)/Guardians**.-- Within two (2) days of receiving the complaint, and in accordance with federal and state privacy laws, the principal/designee shall notify the custodial parent(s)/guardian of any minor student as defined in paragraph (5)(f)) who is allegedly subject to harassment or discrimination. Notification may be made by telephone, letter, or personal conference. The students involved (and their custodial parent(s)/guardians, if the students are minors) will also be notified of events and decisions described in this Policy.

o. **Steps in the Investigation**.-- The principal/designee shall begin an investigation within two (2) work days and thoroughly investigate all complaints of harassment or discrimination, including, at minimum, the following steps:

   i. talk with the complainant within two (2) work days;
   ii. give the complainant (or the custodial parent(s)/guardian thereof if the complainant is a minor as defined in paragraph (5)(f)) an opportunity to describe the incident, present witnesses and other evidence of the harassment or discrimination, and ensure that the complaint is put in writing;
   iii. talk with the accused/student (or the custodial parent(s)/guardian thereof if the accused/student is a minor as defined in paragraph (5)(f)) within two (2) work days;
   iv. give the accused/student (or the custodial parent(s)/guardian thereof if the accused/student is a minor as defined in paragraph (5)(f)), an opportunity to describe the incident, present witnesses and other evidence, and put his/her response in writing;
   v. talk with any person who saw the harassment, has knowledge of the discrimination, or who may have related information; and
   vi. conduct a conference, if appropriate, with the complainant (and custodial parent(s)/guardian thereof, if the complainant is a minor as defined in paragraph (5)(f)) and the accused/student (and custodial parent(s)/guardian thereof, if the accused/student is a minor as defined in paragraph (5)(f)) and give notice of the date, time, place, and rules to the parties.
   vii. The principal/designee is encouraged to ask open-ended questions to enable students to describe what happened in their own words.
   viii. The principal/designee may request that the accused/student (or the custodial parent(s)/guardian on behalf thereof if the accused/student is a minor as defined in paragraph (5)(f)) prepare a written response to the complaint; or the principal/designee may prepare a written statement of the accused/student's oral response to the complaint based on their meeting and obtain the signature of the accused/student (and/or the custodial parent(s)/guardian thereof, if the accused/student is a minor) after his/her review of the statement.
   ix. The principal/designee should dictate and then review his/her notes with the complainant and accused/student after the interviews to verify the facts and ensure accuracy, and then obtain signatures, but shall not tape the interviews.

p. **Pursuing the Investigation**.-- During the investigation, the principal/designee may take any action necessary to protect the complainant, or other students or employees, consistent with the requirements of applicable regulations and statutes.

   i. In general, complainants will continue attendance at the same school and pursue their studies as directed while the investigation is conducted and the complaint is pending resolution.
   ii. When necessary to carry out the investigation or for other good reasons, and consistent with federal and state privacy laws, the principal/designee also may discuss the complaint with any of the following persons:
      A. Superintendent/designee;
      B. Chief Academic Officer;
      C. area superintendent/designee;
      D. associate superintendents;
      E. Chief of School Police;

F. the custodial parent(s)/guardian of the complainant, if the complainant is under eighteen (18) years of age (or has given consent or is an adult who has been determined to be incompetent or unable to give informed consent due to disability);
G. the custodial parent(s)/guardian of the complainant, if the complainant is a minor as defined in Section (5)(f);
H. a teacher or staff member whose knowledge of the students involved may help determine who is telling the truth;
I. child protective agencies responsible for investigating child abuse; and/or
J. legal counsel for the Board.

q. **Written Decision of the Principal/Designee**.-- Upon completion of the investigation, the principal/designee will make a decision about the validity of the allegations in the complaint and about any corrective action, if applicable, consistent with the Matrix of Incidents and Actions in Policy 5.1812 (elementary) or Policy 5.1813 (secondary). In reaching a decision about the complaint, the principal/designee should take into account:
   i. statements made by the persons identified in paragraphs (12)(o), (p), above;
   ii. the details and consistency of each person's account;
   iii. evidence of how the complainant reacted to the incident;
   iv. evidence of past instances of harassment or discrimination by the accused/student (provided that, if evidence of harassment/discrimination, accusations, or complaints is to be considered, the principal/designee must review in their entirety the files regarding those past incidents);
   v. evidence of past harassment or discrimination complaints that were found to be untrue (provided that, if evidence of past accusations or complaints is to be considered, the principal/designee must review in their entirety the files regarding those past incidents); and
   vi. case law, state and federal laws and regulations, and the Board's Policies prohibiting harassment and discrimination.

r. To determine the severity of the harassment or discrimination, the principal/designee should consider, among other things:
   i. how the misconduct affected one or more student's education;
   ii. the type, frequency, and duration of the misconduct;
   iii. the number of persons involved;
   iv. the subject(s) of harassment or discrimination;
   v. the place and situation where the incident occurred; and/or
   vi. other similar incidents at the school.

s. Within thirty (30) calendar days of the filing of the complaint, the principal/designee shall give the area superintendent/designee and the EEO/Title IX Coordinator and ADA/504 Specialist a written report that describes the complaint and investigation and contains findings, a decision, and reasons for the decision.
   i. If the principal/designee verifies that harassment or discrimination occurred, this report shall describe the actions taken to end the harassment or discrimination pursuant to the Matrix of Incidents and Actions in Policy 5.1812 (elementary) or Policy 5.1813 (secondary); address the effects of the harassment or discrimination on the complainant; and prevent retaliation or further harassment or discrimination.
   ii. The principal/designee shall notify the parties (and their custodial parent(s)/guardians, if the parties are minors as defined in paragraph (5)(f)) in writing of the decision and their right to review by the area superintendent/designee. (If the complaint was originally filed with, and investigated by, the EEO/Title IX Coordinator or ADA/504 Specialist instead of the principal, the Title IX Coordinator or ADA/504 Specialist shall inform the parties of the right to appeal to the Chief Academic Officer/designee within ten (10) days after receiving the Coordinator's/Specialist's decision.)

t. No retaliation of any kind is permitted in connection with an individual's having made a discrimination or harassment complaint.

13. **Appeal to Area Superintendent.**-- If the complaint against an accused/student is not resolved at the school-site level to the satisfaction of the parties, either party (or their custodial parent(s)/guardian (if the party is a minor as defined in paragraph (5)(f)) may seek review by the area superintendent/designee through the following process:
    a. The written complaint and request for review shall be sent to the area superintendent's office within ten (10) days of the completion of the site-level process by the principal.
        i. If the principal's designee conducted the investigation, the first level of appeal is to the principal. If the complaint has been reviewed or investigated by the principal, the next level of appeal is to the area superintendent/designee. (If the complaint was originally filed with, and investigated by, the EEO/Title IX Coordinator or ADA/504 Specialist, the next level of appeal is to the Chief Academic Officer/designee.)
        ii. If the area superintendent/designee is directly involved with a complaint or closely related to a party to the complaint, then the Chief Academic Officer/designee shall be asked to conduct the review and/or further investigation.
    b. **Notice Requirement.**-- Notice will be given to all parties of a request for review by the area superintendent/designee within two (2) business days of the request for review.
    c. **Procedure**.-- The area superintendent designee shall review the complaint, the answer to the complaint, the principal/designee's report, and any other evidence in the record. The area superintendent designee may also conduct any further investigation deemed necessary.
        i. During the investigation, the area superintendent/designee may take any action necessary to protect the complainant or other students or employees consistent with the requirements of applicable regulations and statutes. No retaliation of any kind is permitted in connection with an individual's having made a harassment or discrimination complaint under this Policy.
        ii. The area superintendent designee will review the principal's decision as to the validity of the allegations and any corrective action, and will make a decision within thirty (30) calendar days after receipt of the request for review. Time limits may be extended by written mutual agreement of the complainant (or custodial parent(s)/guardian on behalf thereof if the complainant is a minor as defined in paragraph (5)(f)), and the accused/student (or custodial parent(s)/guardian on behalf thereof if the accused/student is a minor).
        iii. The area superintendent/designee shall take action deemed appropriate to resolve the situation, including, but not limited to, disciplinary action by the school, consistent with the requirements of applicable procedures outlined in each school's *Student-Parent Handbook*, the Matrix of Incidents and Actions in Policy 5.1812 (elementary) or Policy 5.1813 (secondary), and Florida law, or transfer to alternative school.
        iv. The area superintendent/designee will inform the (and their custodial parent(s)/guardian if the parties are minors as defined in paragraph (5)(f)). in writing of the decision and the right to appeal.
        v. A copy of the decision will be sent to the EEO/Title IX Coordinator or and ADA/504 Specialist.
14. **Appeal to Chief Academic Officer/Designee**
    a. If the complainant or accused/student (or their custodial parent(s)/guardian if the parties are minors as defined in paragraph (5)(f)) is dissatisfied with the area superintendent's decision, it may be appealed in writing to the Chief Academic Officer/designee within ten (10) days after receipt of the decision.
        i. If the area superintendent's designee conducted the review, the next level of appeal is to the area superintendent rather than to the Chief Academic Officer.
        ii. If the Chief Academic Officer/designee is directly involved with a complaint or closely related to a the party to the complaint, then the Chief Operating Officer/designee shall be asked to review the matter.

b. **Notice**.-- Notice of the appeal shall be given in writing to the parties (and their custodial parent(s)/guardian if the parties are minors as defined in paragraph (5)(f))within two (2) days of receipt of appeal.
c. **Procedure**.-- The Chief Academic Officer/designee shall review the written complaint, the accused/student's response to the complaint (or the response of the parent/guardian on behalf of the accused/student), and all documentation pertaining to the alleged harassment or discrimination including the area superintendent's decision.
   i. The Chief Academic Officer/designee may request additional information.
   ii. The Chief Academic Officer/designee shall issue a written decision to the parties (and their custodial parent(s)/guardian if the parties are minors as defined in paragraph (5)(f)) within twenty (20) calendar days of the request of the appeal.

15. Appeal to the Superintendent/Designee

a. If the complainant or accused/student (or their custodial parent(s)/guardian if the parties are minors as defined in paragraph (5)(f))is dissatisfied with the Chief Academic Officer's decision, it may be appealed in writing to the Superintendent within ten (10) days after receipt of the decision.
   i. If the Chief Academic Officer's designee conducted the review, the next level of appeal is to the Chief Academic Officer rather than to the Superintendent.
   ii. If the Superintendent is directly involved with a complaint or closely related to a party to the complaint, then the Chief Counsel to the Board shall be asked to review the matter and report the findings to the Board.
b. **Notice**.-- Notice of the appeal shall be given in writing to the parties (and their custodial parent(s)/guardianif the parties are minors as defined in paragraph (5)(f))within two (2) days of receipt of the appeal.
c. **Procedure**.-- The Superintendent/designee shall review the written complaint, the accused/student's response to the complaint (or the response of the parent/guardian on behalf of the accused/student), and all documentation pertaining to the alleged harassment or discrimination, including the Chief Academic Officer's decision.
   i. The Superintendent may request additional information.
   ii. The Superintendent/designee shall issue a written decision to the parties (and their custodial parent(s)/guardian if the parties are minors as defined in paragraph (5)(f)) within twenty (20) calendar days of request of the appeal. The decision of the Superintendent/designee is the final decision of the District.

16. Other Means of Resolution.-- If the complainant is not satisfied with the results of the procedures contained in this policy, he/she may utilize other means for resolution as provided by law, including seeking recourse through the federal Office for Civil Rights ("OCR").

17. GRIEVANCE PROCEDURE FOR HARASSMENT OR DISCRIMINATION BY AN **EMPLOYEE -- Investigation of Complaints Against an Accused/Employee**

a. **Reporting Discrimination or Harassment**.-- Any student/applicant for admission (and/or the custodial parent(s)/guardian on that complainant's behalf if the complainant is a minor as defined in paragraph (5)(f)) who believes he/she is a victim of discrimination or harassment (or any individual, including any student, teacher, or other employee of the District who has knowledge of any incident(s) involving discrimination or harassment of students) is strongly encouraged to report the incident(s) in writing to a school official or the EEO/Title IX Coordinator and ADA/504 Specialist. Complaints should be filed as soon as possible after the alleged incident, but must be filed within one hundred eighty (180) calendar days after the alleged incident (i.e. within 180 days of the last act of alleged harassment or discrimination).
b. School officials must report in writing any allegations of discrimination or harassment to the principal and to the EEO/Title IX Coordinator and ADA/504 Specialist. If the principal is directly involved with a complaint or closely related to a party to the complaint, then the incident may be reported directly to the EEO/Title Coordinator and ADA/504 Specialist.
c. The principal/designee shall document all complaints in writing to ensure that problems are appropriately addressed. It is the responsibility of the principal to forward all complaints to the area superintendent, Title IX Coordinator, and ADA/504 Specialist within two (2) work days. Failure by the principal to respond to a complaint within two (2)

work days will automatically allow the complainant to re-file the complaint with the area superintendent.

d. **Filing the Complaint Form**.-- Consistent with OCR guidelines, a formal complaint process is required for any complaint against an employee. The complainant (or the custodial parent(s)/guardian if the complainant parties is a minor as defined in paragraph (5)(f)) may file a complaint in writing with the principal/designee, EEO/Title IX Coordinator, or ADA/504 Specialist by using the Student Complaint Report form (PBSD 1615), available on the District's web site at www.palmbeach.k12.fl.us/Records/Forms.htm. The Witness Statement form (PBSD 1616) is to be completed by witnesses to the alleged incident.
   i. Complaints should be filed as soon as possible after the alleged incident, but must be filed within one hundred eighty (180) calendar days after the alleged incident (that is, within 180 days after the last act of alleged harassment or discrimination). Failure on the part of the complainant to initiate and/or follow up on the complaint within this period may result in the complaint being deemed abandoned.
   ii. The principal/designee may assist the individual in completing the form by recording information on the Student Complaint Report form, reviewing it with the complainant, and obtaining the complainant's signature. The complainant will be requested to provide signed, specific information regarding the alleged discrimination or harassment, the alleged offender(s), witnesses, and other relevant information.
   iii. Complaints filed with the principal/designee must be reported in writing to the area superintendent and the EEO/Title IX Coordinator and ADA/504 Specialist for investigation.

e. **Notice to Parent(s)/Guardians**.-- Within two (2) days of receiving the complaint, and in accordance with federal and state privacy laws, the principal/designee shall notify the custodial parent(s)/guardian of any minor student as defined in paragraph (5)(f)) who is allegedly subject to harassment or discrimination. Notification may be made by telephone, letter, or personal conference. The students involved (and their custodial parent(s)/guardians, if the students are minors) will also be notified of events and decisions described in this Policy.

f. **Investigation by EEO/Title IX Coordinator/designee or ADA/504 Specialist/designee**.-- The EEO/Title IX Coordinator/designee or ADA/504 Specialist/designee shall document and begin within (2) work days to thoroughly investigate all complaints of harassment or discrimination, including the following steps to ensure that problems are appropriately addressed :
   i. talk with the complainant within two (2) work days after receiving the complaint form. The complainant (and/or the custodial parent(s)/guardian of the complainant if the complainant is a minor as defined in paragraph (5)(f)) shall have an opportunity to describe the incident, present any evidence, name witnesses, and ensure that the complaint is put in writing;
   ii. talk with any witnesses or others who may have relevant information; and
   iii. conduct an investigative meeting with the accused/employee, and the accused/employee's representative if applicable, to discuss the allegations and allow the accused/employee to respond to the allegations.

g. During the investigation, the EEO/Title IX Coordinator/designee or ADA/504 Specialist/designee may recommend to the Chief Personnel Officer/designee, any action necessary to protect the complainant, or other students or employees, consistent with the requirements of applicable statutes, State Board of Education Rules, School Board Policies, and collective bargaining agreements.
   i. In general, complainants will continue attending the same school and pursuing their studies as directed while the investigation is conducted and the complaint is pending resolution.
   ii. When necessary to carry out the investigation or for other good reasons, and consistent with federal and state privacy laws, the EEO/Title IX

Coordinator/designee or ADA/504 Specialist/designee also shall discuss the complaint with the following persons, as appropriate:

A. Superintendent/designee;
B. Chief Academic Officer and/or Chief Operating Officer;
C. area superintendent/designee;
D. associate superintendent;
E. Chief of School Police;
F. Chief Personnel Officer;
G. Director of Labor Relations;
H. the custodial parent(s)/guardian of the complainant, if the complainant is a minor as defined in Section (5)(f);
I. a teacher or staff member whose knowledge of the student(s) or employee(s) involved may help determine who is telling the truth;
J. child protective agencies responsible for investigating child abuse;
K. legal counsel for the Board;
L. exclusive bargaining representative or legal counsel thereof, if appropriate; and
M. the accused/employee.

18. **Decision of the EEO/Title IX Coordinator or ADA/504 Specialist**.-- Upon completion of the investigation, within thirty (30) calendar days of receiving the complaint if possible, the EEO/Title IX Coordinator/designee or ADA/504 Specialist/designee shall make a decision about the validity of the allegations in the complaint.
    a. The EEO/Title IX Coordinator/designee or ADA/504 Specialist/designee shall discuss the determination and any recommended corrective action with the principal/designee and Chief Personnel Officer.
    b. In reaching a decision about the complaint, the following should be taken into account:
        i. statements made by the persons identified in Paragraphs (17)(f), (g) above;
        ii. the details and consistency of each person's account;
        iii. evidence of how the complainant reacted to the incident;
        iv. evidence of past instances of harassment or discrimination by the accused/employee (provided that, if evidence of past harassment/discrimination incidents are to be considered, the investigator must review in their entirety the files regarding those past incidents);
        v. evidence of past harassment or discrimination complaints that were found to be untrue (provided that, if evidence of past harassment/discrimination accusations or complaints are to be considered, the investigator must review in their entirety the files regarding those past complaints); and
        vi. case law, state and federal laws and regulations, and the Board's Policies prohibiting harassment and discrimination.
    c. To determine the severity of the harassment or discrimination, the following may be considered:
        i. how the misconduct affected one or more student's education;
        ii. the type, frequency, and duration of the misconduct;
        iii. the number of persons involved;
        iv. the subject(s) of harassment or discrimination;
        v. the place and situation where the incident occurred; and
        vi. other incidents at the school.
    d. The following action(s) or discipline may be taken, consistent with any applicable collective bargaining agreement provisions, to resolve a complaint of harassment or discrimination:
        i. no action if complaint is unsubstantiated;
        ii. training requirements for the employee;
        iii. oral reprimand of the employee;
        iv. written reprimand of the employee;;
        v. suspension of the employee; or
        vi. Termination of the employee.

A. For the first verified offense of harassment of, or discrimination against, a student, suspension should be recommended for a minimum of thirty (30) days without pay. Termination should be recommended for the second offense of verified harassment of, or discrimination against, a student
B. Suspension without pay and/or termination requires Board action.

19. Appeal Procedure for an Accused/Employee

a. If the accused/employee wishes to appeal the action taken in resolution of the complaint, such appeal shall be filed either in accordance with Board Policy 3.31 or pursuant to the relevant collective bargaining agreement.
b. For those employees not in a bargaining unit, the appeal shall be filed in accordance with Board Policy 3.31.

20. Appeal Procedure for Student/Complainant When the Accused Is an Employee

a. **Appeal to Chief Operating Officer/Designee**.-- If the complainant (or the custodial parent(s)/guardian if the complainant is a minor as defined in paragraph (5)(f)) is dissatisfied with the EEO/Title IX Coordinator's or ADA/504 Specialist's decision, it may be appealed in writing to the Chief Operating Officer/designee within ten (10) days after receipt of the decision. However, if the Chief Operating Officer is directly involved with a complaint or closely related to a party to the complaint, then the Chief Academic Officer shall be asked to review the matter.
   i. **Notice**.-- Notice of the appeal shall be given to the parties (and the custodial parent(s)/guardian of the complainant, if a minor as defined in paragraph (5)(f)) within two (2) days of notice of receipt of appeal.
   ii. **Procedure**.-- The Chief Operating Officer/designee shall review the written complaint, the accused/employee's response to the complaint, and all documentation pertaining to the alleged harassment or discrimination including the EEO/Title IX Coordinator's or ADA/504 Specialist's decision.
      A. The Chief Operating Officer/designee, may request additional information.
      B. The Chief Operating Officer/designee shall issue a written decision to the parties within twenty (20) calendar days of request of the appeal.
b. **Appeal to the Superintendent**.-- If the complainant (or custodial parent(s)/guardian of the minor complainant as defined in paragraph (5)(f)) is dissatisfied with the Chief Operating Officer's decision, the decision may be appealed in writing to the Superintendent within ten (10) days after receipt of the decision.
   i. If the Chief Operating Officer's designee conducted the review, the next level of appeal is to the Chief Operating Officer rather than to the Superintendent.
   ii. If the Superintendent is directly involved with a complaint or closely related to a party to the complaint, then the Chief Counsel to the Board shall be asked to review the matter and report the findings to the Board.
   iii. **Notice**.-- Notice of the appeal shall be given in writing to the parties (and their custodial parent(s)/guardian if the parties are minors as defined in paragraph (5)(f)) within two (2) days of receipt of the appeal.
   iv. **Procedure**.-- The Superintendent/designee shall review the written complaint, the accused/employee's response to the complaint, and all documentation pertaining to the alleged harassment or discrimination, including the Chief Operating Officer's decision.
      A. The Superintendent may request additional information.
      B. The Superintendent/designee shall issue a written decision to the parties (and the complainant's custodial parent(s)/guardian, if the complainant is a as defined in paragraph (5)(f)) within twenty (20) calendar days of request of the appeal. The decision of the Superintendent/designee is the final decision of the District.
c. Other Means of Resolution.-- If the complainant is not satisfied with the results of the procedures contained in this policy, he or she may utilize other means for resolution as

provided by law, including seeking recourse through the federal Office for Civil Rights ("OCR").

21. GRIEVANCE PROCEDURE FOR SEXUAL HARASSMENT OR DISCRIMINATION BY **VOLUNTEERS, VISITORS, OR CONTRACTORS** --Investigation of Complaints Against a School Volunteer, Campus Visitor, Contractor/Consultant, or Other Third Party.

a. The School Board will not tolerate harassment or discrimination by school volunteers, consultants, independent contractors or subcontractors (or their employees), or any third party in the school (or outside of the school at school-sponsored events), on school buses, or at training facilities sponsored by the School District. Any such alleged harassment or discrimination should be reported immediately to the school principal, using the same formal written complaint process as would be used to report harassment or discrimination by a District employee. The complaint should be filed as soon as possible, at least within one hundred eighty (180) calendar days of the alleged incident (i.e. within 180 days of the last act of alleged harassment or discrimination).

b. It is the responsibility of the principal to forward all complaints to the area superintendent and EEO/Title IX Coordinator and ADA/504 Specialist within two (2) work days. Failure by the principal to respond to a complaint within two (2) work days will automatically allow the complainant to re-file the complaint with the area superintendent.

c. Within two (2) days of receiving the complaint, and in accordance with federal and state privacy laws, the principal/designee shall notify the custodial parent(s)/guardian of any minor student as defined in paragraph (5)(f)) who is allegedly subject to harassment or discrimination. Notification may be made by telephone, letter, or personal conference. The students involved (and their custodial parent(s)/guardians, if the students are minors) will also be notified of events and decisions described in this Policy.

d. Within two (2) days of receiving the complaint, the EEO/Title IX Coordinator/designee or ADA/504 Specialist/designee shall begin an investigation, using procedures similar to those used for investigation of allegations against District employees.

e. If the District's investigation substantiates a complaint of sexual harassment or discrimination by a school volunteer, visitor, consultant/independent contractor, vendor or other third party, the Superintendent shall promptly recommend appropriate action. As stated in OCR's *Revised Sexual Harassment Guidance* (2001):

> The type of appropriate steps that the school should take will differ depending on the level of control that the school has over the third party harasser. For example, if athletes from a visiting team harass the home school's students, the home school may not be able to discipline the athletes. However, it could encourage the other school to take appropriate action to prevent further incidents; if necessary, the home school may choose not to invite the other school back.

f. Depending on the situation, an appropriate response may include, but not limited to, revoking the volunteer's status under Policy 2.53; asking the visitor to refrain from returning to the campus; requesting a contractor to remove an employee from a project at a school site and discipline the employee; or debarring a vendor pursuant to Policy 6.14(5). The District's response will be designed to eliminate the harassment or discrimination and prevent its reoccurrence. If the complainant is not satisfied with the District's response, he/she (or the custodial parent(s)/guardian of a minor complainant as defined in paragraph (5)(f)) may appeal according to the procedures used to appeal a decision regarding alleged harassment or discrimination by an employee under Section 21.

g. Other Means of Resolution.-- If the complainant is not satisfied with the District's response under this Section, he/she may utilize other means for resolution as provided by law, including seeking recourse through OCR.

22. Confidentiality

a. To the greatest extent possible, all complaints will be treated as confidential and in accordance with Fla. Stat. Ã‚§ 1002.22(3)(d); the Family Educational Rights and Privacy

Act ("FERPA"); and any other applicable law, such as Fla. Stat. Ã‚§Ã‚§ 119.07(3)(p) & (u); 1012.31(3)(a); or 1012.796(1)(c).

b. Limited disclosure may be necessary to complete a thorough investigation as described above. The District's obligation to investigate and take corrective action may supersede an individual's right to privacy.

c. The complainant's identity shall be protected, but absolute confidentiality cannot be guaranteed.

23. Informing Students and Employees About this Policy.--Notice of the existence of this Policy, prevention plan, and procedures shall be posted in prominent locations in all District buildings, including information on how to receive a copy. Notice shall be included annually in student, parent, and staff handbooks.

24. Retaliation Prohibited

a. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment in connection with filing a complaint or assisting with an investigation under this Policy.

b. Retaliatory or intimidating conduct against any individual who has made a harassment or discrimination complaint or any individual who has testified, assisted, or participated, in any manner, in an investigation is specifically prohibited.

c. The principal/designee, and EEO/Title IX Coordinator or ADA/504 Specialist, if applicable, shall inform complainants that they are protected by law from retaliation.

25. Additional Assistance Available

a. In all cases, the District reserves the right to refer the results of its own investigation to the State Attorney for the Fifteenth Judicial Circuit of Florida for possible criminal charges, whether or not the District takes any other action.

b. The District will provide counseling services for students who have been harassed or discriminated against.

c. Training will be provided to assist teachers and counselors who work with students to prevent harassment and discrimination. Attendance is mandatory.

d. The Office for Civil Rights is the federal agency in the Department of Education that monitors schools' compliance with Title IX, Title VI, Title II of the Americans With Disabilities Act, and Section 504, and it can be contacted at 1-800-421-3481; by fax at (404) 562-6455; or by e-mail at OCR_Atlanta@ed.gov.

STATUTORY AUTHORITY:	Ã‚§Ã‚§ 1001.41(2); 1001.43(1), (6); 1006.07; 1012.23(1), Fla. Stat.
LAWS IMPLEMENTED:	Ã‚§Ã‚§ 119.07(3)(p), (u); 1000.05(2)(a), (b) (Florida Education Equity Act); 1002.22(3)(a), (d); 1001.41(1), (2); 1006.07(2)(h); 1006.08; 1012.31(3)(a); 1012.796(1)(c); 760.01(2), Fla. Stat.; 42 U.S.C. 12131, et. seq. (Title II of the Americans with Disabilities Act); (20 U.S.C. Ã‚§ 1681-1688 (Title IX of the Education Amendments of 1972); 42 U.S.C. Ã‚§ 2000d et. seq. (Title VI of the Civil Rights Act of 1964); 29 U.S.C. Ã‚§ 794 (Section 504 of the Rehabilitation Act of 1973); 20 U.S.C. Ã‚§ 1232g (Family Educational Rights and Privacy Act ("FERPA")).
STATE BOARD RULES SUPPLEMENTED:	6A-19.001, 6A-19.002, 6A-19.008, 6A-1.0404(5), (7); and 6B-1.006(3)(a), (g)
HISTORY:	3/3/76; 8/17/77; 3/17/99; 3/24/03

Policy **5.002 Prohibition of Bullying and Harassment**

1. ***Purpose.*** The paramount goal of the School Board is to ensure a safe, secure, civil and respectful learning environment for all students and school employees. Bullying or harassment, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe environment. It is important to change the social climate of schools and the social norms with regard to bullying and harassment. This requires the efforts of everyone in the school environment - teachers, administrators, counselors, other non-teaching staff, parents or legal guardians, and students. The purpose of this policy is to assist the School District in its goal of preventing and responding to acts of bullying or harassment and its compliance with the Jeffrey Johnston Stand Up for All Students Acts, Section 1006.147, and Florida Statutes.
2. ***General Applicability of Policy.*** This policy applies not only to students or school employees who directly engage in an act of bullying or harassment, but also to students or school employees who, by their indirect behavior, condone or support another student's or employee's act of bullying and harassment. The misuse of technology including, but not limited to, teasing, intimidating, defaming, threatening, or terrorizing another student, teacher, administrator, volunteer or other employee of the school district by sending or posting e-mail messages, instant messages, text messages, digital pictures or images, or Web site postings, including blogs, also may constitute an act of bullying or harassment regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources. This policy applies to any students or school employees whose conduct at any time or in any place constitutes bullying or harassment that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
3. ***Statement of Policy.*** The School District prohibits bullying and harassment of any type of students or school employees, by either a student or a group of students, a school volunteer or visitor, or a school employee. Bullying and harassment are expressly prohibited on school district property or at school-related functions.
    a. No teacher, administrator, volunteer or other school employee shall permit, condone or tolerate bullying and harassment.
    b. The apparent permission or consent by a student being bullied or harassed does not lessen the prohibitions contained in this policy.
    c. Reprisal or retaliation against a victim, good faith reporter, or a witness of bullying or harassment is prohibited.
    d. False accusations or reports of bullying or harassment against another student are prohibited.
    e. A person who engages in an act of bullying, reprisal, or false reporting of bullying and harassment, or permits, condones or tolerates bullying and harassment shall be subject to discipline for that act in accordance with school board policies.
    f. The school district will act to investigate all complaints of bullying or harassment and will discipline or take appropriate action against any student, teacher, administrator, volunteer, or other employee of the school district who is found to have violated this policy.
    g. The submission of good faith complaints or reports of bullying or harassment will not affect the reporter's future employment, grades or work assignments, or educational or work environment.
4. ***Definitions.***
    a. *Bullying* means systematically and chronically inflicting physical hurt or psychological distress on one or more students or school employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:

i. Teasing
ii. Social exclusion
iii. Threat
iv. Intimidation
v. Stalking
vi. Physical violence
vii. Theft
viii. Sexual, religious, or racial/ethnic harassment
ix. Public humiliation
x. Damaging or Destruction of property
xi. Placing a student in reasonable fear of harm to his or her person or property

Cyber bullying, as defined herein.

xii. Cyber-stalking as defined herein.

b. *Cyber bullying* means the use of electronic communication or technology devices, to include but not be limited to, e-mail messages, instant messaging, text messaging, cellular telephone communications, internet blogs, social websites (e. g. MySpace, Facebook, etc.), internet chat rooms, internet postings, digital pictures or images, and defamatory websites to engage in acts of bullying or harassment regardless of whether such acts are committed on or off school district property and /or with or without the use of school district resources. For off-campus conduct, the School District shall be responsive in cases where the off-campus conduct causes, or threatens to cause, a substantial disruption at school or interference with the rights of students to be safe and secure.

The School Board recognizes that cyber bullying can be particularly devastating to young people because:

i. Cyber bullying is often engaged in off-campus, but the harmful impact is felt at school.
ii. Cyber bullying permits an individual to easily hide behind the anonymity that the Internet and other technology devices provide;
iii. Cyber bullying provides a means for perpetrators to spread their harmful and hurtful messages to a wide audience with remarkable speed;
iv. Cyber bullying does not require individuals to own their own action, as it is usually very difficult to identify cyber bullies because of screen names, so they do not fear being punished for their actions; and
v. The reflection time that once existed between the planning of a prank - or a serious stunt - and its commission is all but erased when it comes to cyber bullying activity.

c. *Cyber-stalking* means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose, as defined in Sec. 784.048(1)(d), F. S., as now or hereafter amended.

d. *Harassment* means any threatening, insulting or dehumanizing gesture, use of data or computer software, or written or verbal or physical conduct directed against a student or school employee that
i. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
ii. Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits;
iii. Has the effect of substantially disrupting the orderly operation of the school; or
iv. Amounts to cyber bullying as defined herein.

e. *Bullying and Harassment also encompass*
   i. Any act of retaliation by a student or school employee against another student or school employee who alleges, asserts or reports a violation of this policy or participates in the investigation of a bullying or harassment complaint. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.
   ii. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by:
      A. Incitement or coercion;
      B. Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the School District system;
      C. Acting in a manner that has an effect substantially similar to the effect of bullying or harassment;
      D. Cyber-stalking as defined herein; or
      E. Hazing as defined by Section 1006.135, Florida Statutes, as now or hereafter amended.
   iii. Unwanted harm towards a student in regard to his/her actual or perceived traits or characteristics, including but not limited to age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender expression and/or identity, physical attributes, physical, mental or educational ability or disability, ancestry, socio-economic background, political beliefs, linguistic preferences, or familial status.

f. *Immediately* means as soon as reasonably possible but within 24 hours or the next school day.

g. *On school district property or at school-related functions* means all school district buildings, school grounds, and school property and property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicle approved for school district purposes, the area of entrance or departure from school grounds, premises or events, and all school related functions, school-sponsored activities, events or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities or events. While prohibiting bullying and harassment at these locations and events, the school district does not represent that it will provide supervision or assume liability for incidences at these locations and events.

5. ***Expected Behaviors On School Property or At School Related Functions.***

The School Board expects students to conduct themselves in keeping with their levels of development, maturity, and demonstrated capabilities with proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment. In addition to conducting themselves in a professional manner with supervisors, colleagues, and students, school administrators, teachers, staff, and volunteers will treat others with civility and respect, and will refuse to tolerate bullying or harassment. The School District finds that bullying and harassment, in an active or passive form, of any student or school employee is prohibited:

a. During any school related education program, function or activity conducted by the School District;
b. During any school-related or school-sponsored program, function or activity;
c. While on school district property as defined by this policy; or
d. Through the use of any electronic device, computer, or computer software that is accessed through a computer, computer system, or computer network of the School District. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary actions.

The Board believes that standards for student behavior must be set cooperatively through interaction among the students, parent(s) or legal guardian(s), staff and community members, producing an atmosphere that encourages pupils to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for school district property on the part of students, school staff and community members.

All administrators, faculty, and staff, in collaboration with parents, students, and community members, will incorporate systemic methods for student and staff recognition through positive reinforcement for good conduct, conforming to reasonable standards of socially acceptable behavior, respecting the person, property, and rights of others, obeying constituted authority, responding to those who hold that authority, self-discipline, good citizenship, and academic success, as seen in the required school plan to address positive school culture and behavior.

Students are encouraged to support other students who walk away from acts of bullying and harassment when they see them, constructively attempt to stop them, and report such acts to the School Principal or his/her designee.

Students are required to conform to reasonable standards of socially acceptable behavior; respect the person, property and rights of others; obey constituted authority; and respond to the educational, support and administrative staff.

6. **Consequences for Prohibited Conduct, False Reporting and Reprisal or Retaliation.**
   a. *Act of Bullying or Harassment.* Concluding whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action. For the commission of an act of bullying or harassment, the following consequences shall be applicable:
      i. Consequences and appropriate remedial action for students who commit acts of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the *Student Codes of Conduct*, as provided in School Board Policies 5.18 through 5.1899.
      ii. Consequences and appropriate remedial action for a school employee found to have committed an act of bullying or harassment shall be determined in accordance with the District's policies and applicable collective bargaining agreements. Additionally, egregious acts of harassment by certified educators may result in a sanction against an educator's state issued certificate as provided in *The Principles of Professional Conduct of the Education Profession in Florida*, Rule 6B-1006, F. A.C.
      iii. Consequences and appropriate remedial action for a visitor or volunteer, found to have committed an act of bullying or harassment shall be determined by the School Principal after consideration of the nature, severity and circumstances of the act, including reports to appropriate law enforcement officials.
   b. *False Reporting.* The consequences for a student or employee found to have wrongfully and intentionally accused another of an act of bullying or harassment shall be as follows:
      i. Consequences and appropriate remedial action for a student found to have wrongfully and intentionally accused another of bullying or harassment range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the *Student Code of Conduct.*
      ii. Consequences and appropriate remedial action for a school employee found to have wrongfully and intentionally accused another of bullying or harassment shall be determined in accordance with District policies, procedures and agreements.
      iii. Consequences and appropriate remedial action for a visitor or volunteer found to have wrongfully and intentionally accused another of bullying or harassment shall be determined by the School Principal after consideration of the nature, severity

and circumstances of the act, including reports to appropriate law enforcement officials.

c. *Reprisal or Retaliation.* The School District will discipline and take appropriate action against any student, teacher, administrator, volunteer, or other employee of the school district who retaliates against any person who makes a good faith report of alleged bullying and harassment or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying or harassment.
    i. The consequences and appropriate remedial action for a student, teacher, school administrator or school volunteer who engages in reprisal or retaliation shall be determined by the Principal or his or her designee after consideration of the nature, severity and circumstances of the act, in accordance with case law, Federal and State laws, School Board policies and any applicable agreements.
    ii. Any student found to have engaged in reprisal or retaliation in violation of this policy shall be subject to measures up to, and including, suspension and expulsion.
    iii. Any school teacher or school administrator found to have engaged in reprisal or retaliation in violation of this policy shall be subject to measures up to, and including, termination of employment.
    iv. Any school volunteer found to have engaged in reprisal or retaliation in violation of this policy shall be subject to measures up to, and including, exclusion from school grounds.

7. ***Reporting of Prohibited Acts.*** At each school, the School Principal or designee shall be responsible for receiving complaints alleging violations of this policy.
    a. Any person who believes he or she has been the victim of bullying or harassment, or any person with knowledge or belief of conduct that may constitute bullying or harassment shall report the alleged acts immediately to the School Principal or designee.
    b. All school employees who receive a report of, observe, or have other knowledge or belief of conduct that may constitute bullying or harassment shall inform the Principal or designee immediately.
    c. The Principal of each school in the District shall establish and prominently publicize to students, staff, volunteers, visitors, and parents, how a report of bullying may be filed and how this report will be acted upon.
    d. A student, parent or guardian, volunteers or visitors may report bullying or harassment incidents anonymously, on a designated complaint form, or in-person to the Principal or designee. However, the student may make a report of bullying or harassment to any school employee. The school employee will assist the student in reporting to the Principal or designee.
        i. The School Principal or designee will devise anonymous methods of filing a report of bullying or harassment by a student, parent, volunteer or visitor. Such formats may include electronic, drop-box, or telephone techniques for reporting, but the chosen format must promote safety and privacy. Although reports may be made anonymously by students, parents, volunteers or visitors, formal disciplinary action may not be based solely on the basis of an anonymous report. Independent verification of the anonymous report shall be necessary in order for any disciplinary action to be applied.
    e. Any written or oral reporting of an act of bullying or harassment shall be considered an official means of reporting such acts.

8. ***Investigation of Complaints.***
    a. The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and begins with a report of such an act.
    b. The Principal or designee will begin a prompt investigation of the reported incident, but such investigation shall be commenced no later than the next school day. The person initiating the investigation may not be the accused perpetrator or victim. The maximum of 10 school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps.

c. Documented interviews of the victim, alleged perpetrator, and witnesses shall be conducted privately, separately and shall be confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately and at no time will be the alleged perpetrator and victim be interviewed together.
d. The investigating party shall collect and evaluate the following facts including but not limited to:
    i. Description of incident(s) including the nature of the behavior;
    ii. Context in which the alleged incident(s) occurred;
    iii. How often the conduct occurred;
    iv. Whether there were past incidents or past continuing patterns of behavior;
    v. The relationship between the parties involved;
    vi. The characteristics of parties involved, i. e. grade, age, etc.
    vii. The identity and number of individuals who participated in bullying or harassing behavior;
    viii. Where the alleged incident(s) occurred;
    ix. Whether the conduct adversely affected the student's education or educational environment;
    x. Whether the alleged victim felt or perceived an imbalance of power as a result of the reported incident; and
    xi. The date, time and method in which parents or legal guardians of all parties involved were contacted.
e. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all facts and surrounding circumstances and shall include:
    i. Recommended remedial steps necessary to stop the bullying and/or harassing behavior; and
    ii. A written final report to the School Principal.
f. The principal or designee will make a determination whether or not the reported act of bullying or harassment falls within the scope of the School District. If the situation could possibly fall outside the domain of the School District, the principal or designee will consult with School Police to determine if the alleged act should be managed as a criminal act.
    i. If it falls within the jurisdiction of School Police, school discipline and reporting procedures will be followed.
    ii. If the alleged act is outside the jurisdiction of the School District, the School Police or School Principal will contact and refer the incident to the appropriate local law enforcement agency.
    iii. If the incident is outside the scope of the District and determined not a criminal act, the School Principal shall inform the parents or legal guardians of all students involved.
g. If the School Principal or designee is directly and personally involved with a complaint or is closely related to a party to the complaint, then the area superintendent shall be asked to conduct the investigation.

9. ***Notification to Parents or Guardians.***
    a. The Principal or designee shall promptly report to the parents or legal guardians of a student who has been reported as a victim of bullying and/or harassment, and the custodial parent(s) or legal guardians of the perpetrator of the alleged acts of bullying and/or harassment. Such notification shall occur on the same day an investigation has been initiated, and may be made by telephone, writing, or personal conference. All notifications shall be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
    b. If the incident results in the perpetrator(s) being charged with a crime, the School Principal or designee shall by telephone or writing, inform the parents or legal guardians of the victims involved about the Unsafe School Choice Option (No Child Left Behind, Title IX, Part E, Section 9532) that states ". . . a student who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a

public elementary school or secondary school within the local educational agency, including a public charter school."

c. The frequency of notification will be dependent on the seriousness of the bullying or harassment incident.

10. ***Referrals for Counseling Intervention.*** When bullying or harassment is suspected or when a bullying or harassment incident is reported, counseling services will be made available to the victim(s), perpetrator(s) and parents/guardians, as appropriate. In addition to disciplinary actions, the Principal will offer assistance to students who bully or harass others, including, as appropriate, behavior intervention plans or referrals to counseling services.
    a. The teacher or parent/legal guardian may request informal consultation with school staff, e. g., school counselor or school psychologist, to determine the severity of concern and appropriate steps to address the concern. The teacher may request that the involved student's parents or legal guardians are included.
11. ***Publication, Training and Education.***
    a. At the beginning of each school year, the Principal or designee shall inform school staff, parents/guardians, and students of the School District's policy prohibiting bullying or harassment, the effects of bullying and other applicable initiatives to prevent such conduct.
    b. This policy shall be referenced in the Student Code of Conduct, in the School District's employee and student handbooks, and other means as determined by the Superintendent.
    c. The School District may implement programs and other initiatives to prevent bullying or harassment, to respond to bullying and harassment in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of bullying and harassment.
    d. The Superintendent or designee shall make vendors or contractors aware of this policy.
    e. The Department of Safe Schools shall devise posters or other signage to provide reminders of this policy for display on school grounds and school buses.
12. ***Immunity for Good Faith Reporting.*** Any school employee, school visitor, volunteer, student, parent or legal guardian, or other persons who promptly reports in good faith an act of bullying or harassment to the appropriate school official designated in this policy and who makes this report in compliance with the procedures set forth in the policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.
13. ***Reporting of Bullying and Harassment.*** Incidents of bullying or harassment shall be reported in the school's report of data concerning school safety and discipline required under Section 1006.09(6), Florida Statutes. The principal or designee will report each incident of bullying and harassment, and the resulting consequences, including discipline and referrals, in the Safety Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data. The report shall also include bullying/harassment as an incident code, as well as the "bullying-related" element code to situations that meet the definition of bullying along with an accompanying behavior, i.e. "Battery, Bullying-related," as required by state laws.
14. ***On-going Reporting to Target's Parents/Guardians.*** Following an appropriate investigation, Principals or designees will report to the target's parents what steps have been taken to protect the student. Follow-up reports will be designed based on the success of the interventions and will continue in a fashion that is deemed necessary by the Principal. Notification will be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
15. ***Privacy and Confidentiality.***
    a. To the greatest extent possible, all complaints will be treated as confidential and in accordance with Fla. Stat. § 1002.22(3) (d); the Family Educational Rights and Privacy Act ("FERPA"); and any other applicable laws.
    b. Limited disclosure may be necessary to complete a thorough investigation as described above. The District's obligation to investigate and take corrective action may supersede an individual's right to privacy.
    c. The complainant's identity shall be protected, but absolute confidentiality cannot be guaranteed.

16. ***Constitutional Safeguard*.** This policy shall not be interpreted to infringe upon the First Amendment rights of students (i. e., to prohibit a reasoned and civil exchange of opinions, or debate that is conducted at appropriate times and places during the school day and is protected by federal and state laws).

STATUTORY AUTHORITY: Fla. Stat. §§ 1001.41(2); 1001.42

LAWS IMPLEMENTED: Fla. Stat. §§ 1001.43, 1003.04, 1003.31, 1003.32, 1006.07, 1006.08, 1006.09, 1006.10, 1006.147, F. S.; 20 USC 1232g

HISTORY: 12/10/2008

Policy **5.189** **Discipline of Students Eligible for Services Under the Individuals with Disabilities Education Act ("IDEA")**

1. Statutes and Rules
    a. The discipline of all students with disabilities ("ESE") is governed by federal statutes and regulations under the Individuals with Disabilities Education Act ("IDEA") as well as Florida Statutes and State Board of Education Rules.
    b. If the district has prior knowledge that a student may be eligible for special education and related services, but has not yet determined such eligibility, that student may assert all or any of the protections stated within this policy.
2. Expulsion
    a. Expulsion is the removal of the right and obligation of a student to attend a public school under conditions set by the board, for a period not to exceed the remainder of the term or school year and one additional year of attendance.
    b. Expulsion cannot be considered for students eligible for services under the IDEA because it would constitute a cessation of educational services for that period of time.
3. Exclusion
    a. An ESE exclusion is the removal of the right and obligation of a student to attend a public school under conditions set by the board, and for a period not to exceed the remainder of the term or school year and one additional year of attendance, provided however, that appropriate educational services developed through an Individual Education Plan ("IEP") will continue to be provided through some alternative means.
    b. The educational services must allow the student to appropriately advance in meeting the IEP goals and objectives, and to appropriately progress in the general education curriculum, if appropriate.
4. Disciplinary Action for Drugs and Weapons
    a. A student with a disability may be placed in an Interim Alternative Educational Setting ("IAES") by a principal/designee for up to forty five (45) calendar days without parental consent for:
        i. Possession of dangerous weapons in school or at school functions; or
        ii. Possession, use, sale or solicitation or a controlled substance while at school or at a school function.
    b. A dangerous weapon is defined as a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such item does not include a pocket knife with a blade of less than two and one-half inches (2-½") in length.
5. Interim Alternative Services ("IAES") Placement
    a. Placement in an IAES may occur whether the behavior is or is not a manifestation of the student's disability.
    b. Placement in an IAES may occur at the request of the principal.
    c. An IEP meeting must be scheduled within the first ten (10) days of placement. The student's custodial parent/guardian must be invited to participate as a member of the IEP Team. The custodial parent/guardian must be provided a copy of their procedural safeguards.
    d. A manifestation determination must be made at the IEP meeting.
    e. A Functional Behavioral Assessment ("FBA") must be initiated within ten (10) days of placement. Staff from both the student's current and previous schools will participate in the FBA.
    f. A Behavior Intervention Plan ("BIP") must be developed immediately upon completion of the FBA.
    g. Educational services to be determined within ten (10) days of placement must:
        i. Enable student to appropriately progress in the general curriculum;
        ii. Enable the student to appropriately advance towards IEP goals;
6. Suspension

a. Suspension is the temporary removal of a student from all classes of instruction on public school grounds and all other school-sponsored activities, for a period not to exceed ten (10) cumulative school days per year.
b. A principal/designee may remove a student eligible for services under the IDEA for up to ten (10) cumulative school days per calendar year for a disciplinary infraction.
c. Educational services do not need to be provided during the ten (10) days.
d. However, for any suspension or exclusion beyond ten (10) days, a manifestation hearing must be conducted and the student must be provided a Free Appropriate Public Education ("FAPE"), an opportunity to work towards IEP goals, and the ability to progress appropriately in the general curriculum.
e. Prior to consideration of suspension, the school must have made and documented reasonable attempts to use less restrictive alternatives and/or interventions to decrease the inappropriate behavior.
f. If a student is removed from the educational setting for more than ten (10) cumulative days per school year, an IEP Team must meet to determine if the student's behavior is a manifestation of his/her disability. The student's custodial parent/guardian must be invited to participate as a member of this IEP Team. The custodial parent/guardian must be provided with a copy of procedural safeguards.
g. If the student's behavior is a manifestation of the student's disability, the student may not be suspended or excluded for more than ten (10) cumulative days per school year. The student's IEP must be reviewed and, if necessary, revised to address the student's behavior.
h. A school cannot make a parent conference mandatory prior to the ESE student being returned to campus after suspension. A conference may be suggested, but the student maintains the right of access to education under the IDEA after ten (10) cumulative days per school year, even if the parent does not attend the conference.
i. The IEP team must meet no later than the tenth (10th) day of the cumulative suspension to:
    i. Determine if the student's behavior is a manifestation of the student's disability.
    ii. Initiate a FBA or review the student's current FBA and behavior intervention plan.
    iii. If the behavior is a manifestation of the disability, review the student's IEP.
    iv. If the behavior is not a manifestation of the disability, the IEP team may consider a change in services or a change in placement at another location.

7. Bus Suspension.

Suspension of ESE students from the bus must be counted as part of the cumulative ten (10) days if transportation is needed for the student to access FAPE and an alternative means of arriving to school is not provided.

8. In-School Suspension
    a. In-school suspension is the temporary removal of a student from the student's regular school program and placement in an alternative program, such as that provided in § 230.2316, Fla. Stat., under supervision of district personnel, not to exceed ten (10) school days.
    b. A student's IEP must continue to be delivered while assigned to in-school suspension.
    c. Repeated removals of a student from the regular/ESE classroom to an in-school suspension are prohibited.

STATUTORY AUTHORITY: 20 U.S.C. § 1415 [and §§ 230.22(2); 230.23(22); 230.23005(6), Fla. Stat.]

LAW IMPLEMENTED: 20 U.S.C. § 1415 [and §§ 230.23(4)(m), Fla. Stat.]

STATE BOARD RULE IMPLEMENTED: 6A-6.0331(6)

HISTORY: 1/20/82 (as Policy 5.19); 01/14/2002

Policy **5.322** **Students with Chronic Illnesses and Infectious Diseases (Including HIV/AIDS)**

1. Non-Discrimination and Participation.-- The School Board of Palm Beach County acknowledges all federal and state laws protecting students with disabilities and acknowledges that those individuals shall not be discriminated against on the basis of their disabilities, including those involving illness.
    a. Students shall not be prevented from participating in the continuation of their education solely on the basis of a diagnosis of having a chronic illness or infectious disease; testing positive for Human Immunodeficiency Virus ("HIV") antibodies, antigen, or infection; or having Acquired Immune Deficiency Syndrome ("AIDS"). Further, restrictions will not be placed upon the attendance or participation of a student on the basis of his/her sibling having a chronic illness or infectious disease, testing HIV positive, or having AIDS.
    b. To determine the most appropriate educational setting, the District will comply with the established requirements of the Individuals with Disabilities Education Act ("IDEA") and Americans with Disabilities Act ("ADA") and Section 504 of The Rehabilitation Act of 1973 ("Section 504"), for students eligible for services under these Acts. If an individual plan is necessary for a student with a chronic illness or infectious disease, it will be compliant with said Acts.
2. Medical Coordination.-- When a student has a chronic illness or infectious disease, the student's personal physician shall be the medical manager providing general guidance and specific recommendations regarding the following:
    a. whether the student is medically able to participate in the regular school program, including consideration of risk to the student's own health or the health of others in the school environment; and
    b. whether accommodations may be needed for school attendance or participation.
3. Infection Control.-- Pursuant to their responsibility for student health and safety under Fla. Stat. § 1006.07, schools are to take the following steps:
    a. Bloodborne Pathogens.-- For the protection of student health and safety, the District's Bloodborne Pathogens Exposure Control Plan ("the Plan") shall be followed in all settings and at all times, including, but not limited to, classrooms, locker rooms, athletic settings, and field trips.
        i. The Plan is updated annually and distributed by the District's Safety Manager to all schools.
        ii. Copies of the Plan shall be available in the school clinic and the school administrative office.
    b. Communicable Disease of an Individual Student.-- When a communicable disease is known or reasonably believed to affect an individual student, the following procedures shall apply:
        i. Subject to the confidentiality requirements of Section (4) for HIV/AIDS and sexually-transmitted disease ("STD"), any school staff member who becomes aware, or reasonably suspects, that a student's health condition presents a significant risk of transmitting a communicable disease shall report the same by:
            A. completing the Communicable Diseases/Conditions Report form (PBSD 1634);
            B. reporting the situation by calling the Health Department's telephone number listed on the form;
            C. promptly and discretely alerting the school nurse or building administrator; and
            D. expeditiously providing the form to the District Health Services Specialist.
        ii. The Health Department will determine the appropriate action required for follow-up of any confirmed case(s) of communicable diseases and will communicate any needed action to the school through the District Health Services Specialist.
        iii. In concurrence with the Health Department, the school nurse or administrator will inform the infected student (and the custodial parent(s)/guardian thereof) of

appropriate action. (However, paragraph (3)(b)(iv), below, must be followed in cases of STD or HIV/AIDS.) Follow-up must maintain the student's privacy as provided by law.

iv. Notwithstanding paragraph (3)(b)(iii) above, District employees shall not communicate any information concerning STD or HIV/AIDS to the parent(s)/guardian/custodian of any student, without first verifying in writing *from the student*:

A. that the student has provided written consent to communicate, reveal, or disclose such information to the student's custodial parent(s)/guardian/ custodian, provided that no student shall be required or compelled to give such consent; *or*

B. that the student's custodial parent(s)/guardian/custodian already knows that the student has tested positive, or claims to have tested positive, for STD or HIV/AIDS.

c. Outbreaks of Communicable Disease.-- In cases of a communicable disease outbreak in any school (other than a disease governed by paragraph (2)(d), below), the following procedures, when applicable) shall apply:

i. The school nurse or building administrator and the District Health Services Specialist will coordinate with the Health Department to assess the situation and take appropriate action necessary to prevent the spread of disease within the school.

ii. If the Health Department deems such actions necessary, the school principal, in collaboration with the Health Department, will inform the student's parent(s)/guardian of any health threat to a pupil who is exposed to a communicable disease.

d. Authority to Declare an Emergency.-- Pursuant to Fla. Stat. § 1003.22(9), the presence of any communicable disease for which immunization is required by the Department of Health shall permit the Health Department to declare a communicable disease emergency.

i. Pursuant to F.A.C. Rule 64D-3.011 and Fla. Stat. § 1003.22(3), the diseases for which immunization is required include (at the time of adoption of this Policy): diphtheria, pertussis (whooping cough), tetanus, poliomyelitis, rubeola, rubella, mumps, Haemophilus influenzae type b, hepatitis B, and varicella.

ii. As required by Fla. Stat. § 1003.22(9), the declaration of such emergency shall mandate that all children in attendance in the school who are not in compliance with the immunization requirements must be identified, and their immunization records shall be made available to the Health Department director or administrator.

iii. Pursuant to Fla. Stat. § 1003.22(9), those children identified as not being immunized against the disease for which the emergency is declared shall be temporarily excluded from school until such time as is specified by the Health Department.

4. Confidentiality of Student HIV/AIDS or STD Information. Information relating to a student's HIV/AIDS or STD status shall remain strictly confidential in accordance with law, and shall be exempt from disclosure under the Public Records Act.

a. Statements, reports, records, or any other materials concerning students' HIV/AIDS or STD status shall not be placed in student files. Any such information existing at a school site shall be maintained in a locked cabinet in a secure location designated by the school principal.

b. Where the parent/guardian, or adult student, reveals the HIV/AIDS or STD status of a student, the information must be kept confidential. Such information shall not be disclosed to anyone except pursuant to Fla. Stat. §§ 381.004 or 384.29 or other applicable law, unless the minor student and custodial parent(s)/guardian thereof (or adult student acting alone) have signed a consent to release this information to certain staff. The following restrictions apply concerning such consent:

i. Information about the student's HIV/AIDS or STD status must not be divulged to any person other than staff designated by the parent/guardian or adult student in such written consent; and such staff shall guard the confidentiality of the information against further disclosure.

ii. Because only the Florida Department of Children and Families ("DCF") is authorized to give written consent to disclose HIV-related information concerning a child in foster care (and only with the foster child's consent), foster parents are not able to consent to disclosure of such information, but should be referred to the DCF to obtain such written consent.

5. Confidentiality of HIV Test Reports from the Department of Health.-- If the Superintendent/designee receives notice from the Department of Health, pursuant to § 384.25(5), Fla. Stat., that any student has tested positive for HIV infection, the Superintendent shall maintain the confidentiality of the report and shall not release it to anyone, except as authorized or required by law, such as Fla. Stat. § 381.004. These confidential records shall be maintained separate and apart from any files that are subject to public inspection under Fla. Stat. § 119.07 or that are generally accessible by District employees or Board members.

STATUTORY AUTHORITY: §§ 1001.41(2); 1001.42(22); 1001.43(7); 1003.22(4), Fla. Stat.

LAWS IMPLEMENTED: §§ 1001.41(1); 1006.07; 1003.22(3), (4), (9), (10); 381.003; 381.004; 381.0056(5)(l), (n), (o); 384.29, 392.65, Fla. Stat.

HISTORY: 3/16/88; 8/19/2002; 1/13/2003

Policy **7.02 Educational Facilities Specifications**

1. **Purpose.** The School Board recognizes there is a continuing need to plan, design and construct new educational facilities and to make changes through the renovation and remodeling of existing educational facilities, to support and enhance educational programs and to accommodate for changing educational needs. This policy is to ensure that all new construction, renovation and remodeling of District facilities are designed to meet the requirements of applicable state and federal laws and regulations and related District policies, and to accommodate and complement the educational program.
2. **Policy Statement**. School plant sites shall meet requirements as prescribed in the following: *State Requirements for Educational Facilities*, 2007(SREF), as now or hereafter amended; Palm Beach County School District Master Specification, 2007 (DMS), as now or hereafter amended; Palm Beach County School District Design Criteria, 2006 (DDC), as now or hereafter amended; and Board policies.
    a. At no time is a new facility to be constructed or an existing facility to be modernized or added to before the intended educational specifications are set forth in writing and approved by the Board. This provision does not apply when less than ten (10) relocatables are added to a facility OR in the case of an emergency.
3. **Preparation of Specifications.** The Superintendent or designee shall direct the preparation of educational specifications to apply to the design and construction of new facilities and the renovation or remodeling of existing facilities and shall present this material to the Board for its review and approval.
4. **Specifications**.
    a. The educational specifications are intended for use as a planning guide by architects and others responsible for developing physical facilities of the School District. The general concept embodied in the specifications is to provide general and adequate details for proposed spaces related to the construction, renovation or remodeling of a school plant site, while leaving ample flexibility for creativity and options in designs by the architects. Educational specifications prepared for a facility shall include, but not be limited to, the following:
        i. Introduction;
        ii. Philosophy and Goals;
        iii. Facility List by Area;
        iv. General Considerations;
        v. General Security Considerations;
        vi. Site Development;
        vii. Traffic Control;
        viii. Facility Space Summary;
        ix. and Student Projected Population as provided in the District's Five (5) Year Plan.
    b. Specifications for the various program areas for the facility shall include a common listing of informational categories within each of the program areas. Specific information relative to each particular program area for the facility will be included under various headings as follows:
        i. Program Philosophy;
        ii. Program Goals;
        iii. Program Activities;
        iv. Organizational Nomenclature;
        v. Innovations, Experimental Ideas, Other Planned Uses;
        vi. Justification for Variance from SREF requirements;
        vii. Program Facilities List;
        viii. Program Furniture and Equipment;
        ix. Special Consideration; and
        x. Spatial Relationships.

5. **Facility Modernization or Addition**. Under a modernization and/or addition of a facility(ies), the existing facilities will be analyzed by the project architect to determine the appropriate usage of the site and buildings for necessary renovations and remodeling to meet SREF size standards, ADA requirements and other building code issues.
6. **Contractor's Obligations.** The contractor of record for each capital project that has an educational specifications approved by the Board shall provide a detailed list of any deviation from the Board approved educational specifications. The detailed list shall be provided as an attachment to the Guarantee Maximum Price (GMP) for the contractor's project.

STATUTORY AUTHORITY: Fla. Stat. §§ 1001.41(2); 1001.42(23)

LAWS IMPLEMENTED: Fla. Stat. §§ 1013.33; 1013.36; 1013.45

STATE BOARD OF EDUCATION RULE: 6A-2.0010, Florida Administrative Code; *State Requirements for Educational Facilities*, 2007

HISTORY: 11/04/2009

Policy **7.21 Building Code**

1. All new construction including relocatables, additions, remodeling of existing facilities or renovation of existing facilities shall conform to and comply with the Florida Building Code (FBC) including but not limited to Chapter 423, and the Florida Fire Prevention Code (FFPC) pursuant to Fla. Stat. § 1013.37 and shall be consistent with applicable provisions of the State Requirements for Educational Facilities (SREF) .
2. All comprehensive safety inspections, maintenance and repair, and operation of facilities and equipment for existing facilities shall conform to and comply with Fla. Stat. Chapter 1013, the FBC and FFPC, and SREF as approved by the Florida State Board of Education.
3. By the authority of Fla. Stat. § 553.80(6), 1013.371, 1013.38 and as stated in 553.71(5), the "local school board. . . [has] jurisdiction to make inspections of buildings and to enforce the codes which establish standards for design, construction, erection, alteration, repair, modification, or demolition of public or private buildings, structures, or facilities" of the School District. Pursuant to such authority and Fla. Stat. § 553.73(4)(a), the Board shall amend its administration of the FBC to include the following provisions:
    a. By amendment to FBC § 104.1, the Director of the Building Department/qualified designee(s) ("building official") is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code, which are consistent with its intent and purpose. Such interpretations shall not have the effect of waiving requirements specifically provided for in this code.
    b. By amendment to FBC § 104.3, upon notice from the building official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property (the Board), or to its agent (the Superintendent/qualified designee), or to the person doing the work (e. g., contractors), and shall state the conditions under which work may be resumed. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work.
4. As required by Fla. Stat. § 553.73(4)(a), the local amendments to the FBC administrative provisions as set forth in paragraphs (3)(a), (b) shall be transmitted to the Florida Building Commission within the Florida Department of Community Affairs within 30 days of the effective date of this Policy revision in 2009 and shall be available to the general public.

STATUTORY AUTHORITY: Fla. Stat. §§ 553.73(4)(a); 1001.41(2);1001.42(22); 1001.43(4)

LAWS IMPLEMENTED: Fla. Stat. §§ Art. XII § 9(a), Art. XII § 9(d), Fla. Constitution; Fla. Stat. §§ 553.71(5); 553.73(4)(a); 553.80(6); 1001.42(9); 1001.43(4); 1013.12; 1013.37; 1013.371; 1013.372; 1013.38; 1013.39; 1013.46; 1013.47

HISTORY: 5/21/2001; 4/28/03; 4/29/2009

POLICY 8.17 USE OF SERVICE ANIMALS

1. **Purpose.** The School Board of Palm Beach County (School Board) desires to ensure that individuals with disabilities are permitted to participate in and benefit from district programs, activities, and services, and to ensure that the district does not discriminate on the basis of disability. This policy is to establish procedures for the use of service animals in the Palm Beach County School District (School District), including school buildings, vehicles, and other property; and to ensure the School District's compliance with state and federal laws.

2. **Definitions.**

a. *Service animal* means the following:

i. An animal that is trained to perform tasks for an individual with a disability, as defined by Sec. 413,08, Fla. Stat., OR

ii. Any dog (or miniature horse) that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability, as defined by 28 CFR 35.104.

For the purposes of the above definition of service animal, a service animal does not include: (1) other species of animals, whether wild or domestic, or trained or untrained; and (2) animals whose sole function is to provide emotional support, comfort, therapy, companionship, therapeutic benefits, or to promote general emotional well-being.

b. *Service animal-in-training* means a dog that is being trained as a service animal.

c. *Direct threat* means a significant risk to health and safety of others that cannot be eliminated by a modification of policies, practices, or procedures.

d. *Trained service dog* can be a hearing dog, guide dog, assistance dog, seizure alert dog, mobility dog, psychiatric service dog, or autism service dog.

e. *Undue hardship* means an action requiring significant difficulty or expense.

f. *Work or Tasks.* The term "task" generally refers to a minor job, chore, or piece of work. The work or tasks performed by a service animal must be directly related to the student's or employee's disability. Examples of work or tasks that a service dog may perform to meet this definition include, but are not limited to:

i. guiding a person who is visually impaired or blind;

ii. alerting a person who is deaf or hard of hearing to the presence of people or sounds;

iii. providing non-violent protection or rescue work;

iv. pulling a wheelchair;

v. alerting and protecting a person who has had a seizure;

vi. retrieving items or objects, such as book bag, medicine, telephone, etc.;

vii. providing physical support and assistance with balance and stability to individuals with mobility disabilities;

viii. alerting individuals to the presence of allergens; and helping individuals with psychiatric and neurological disabilities, by interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purpose of this definition.

3. S **General Policy Statement.** In accordance with law, the School District shall strive to make reasonable accommodations so that its facilities, vehicles, grounds, and functions are accessible for an individual with a disability who is accompanied by a service animal, unless the accommodation would impose an "undue hardship."

The School District shall permit individuals with disabilities to use service animals in district buildings, including schools; on district property; and in vehicles that are owned, leased, and controlled by the School Board upon request and submission of required documentation, in accordance with this policy and applicable state and federal laws and regulations. All decisions regarding the accommodations of a student or employee with a disability shall be made on an individual basis.

a. *Students.* A student with a disability may be accompanied by a service animal regardless of whether the service animal is written into a 504 plan or IEP, subject to any conditions or limitations of this policy and related procedures or applicable law. Parents/guardians or students shall submit any requests for the use of a service animal to the ADA/504 Specialist as provided in Board 66 Policies **5.001** or **5.81**, as now or hereafter amended,

b. *Employees*. Use of a service animal by an employee with a disability will be allowed when such use is necessary to enable the employee to perform the essential functions of his or her position, or to enable the employee to enjoy comparable benefits and privileges of employment as are enjoyed by other similarly situated employees without disabilities. Employees shall submit any requests for the use of a service animal to perform essential functions of his or her position to the EEOC/ADA Coordinator as provided in Board Policy **3**.06, as now or hereafter amended,

c. *General Public.* Any person with a disability who is accompanied by a service 76 dog shall be provided access to Board properties with his or her service dog and be accompanied by the service dog while on the premises. Access will be in accordance with normal security procedures, and shall be to those areas where the public or third parties customarily have access. If a member of the general public has any issues or requests regarding accessibility, the EEOC/ADA Coordinator for Public Accessibility as provided in Board Policy **3.06**, as now or hereafter amended, shall be contacted.

d. *Trainer of Service Animals.* In accordance with law, trainers of service animals may also be accompanied by a dog that the trainer is in the process of training. Such trainer may be accompanied by the service animal in District facilities and vehicles, on District grounds and at District functions,

4. **Responsibility of Parties**.

a. *District.* The District is not responsible for the care or supervision of the service animal. The School through District or school administrative staff shall be responsible for determining whether the service animal meets the standards for acceptance in the school or work setting, by addressing:

i. whether the animal is a trained service animal; and

ii. identifying the specific work or tasks the service animal is trained to 94 perform.

b. *Students/Parents/Guardian and Employees.* The student (or the student's parents/guardians) or an employee with a service animal shall be solely responsible for:

i. supervision and care of the service animal, including any feeding, exercising, walking to relieve, cleaning-up, and stain removal;

ii. leashing and properly restraining the service animal at all times, unless the handler/student is unable because of a disability to use a leash or other restraining device or the use of such device would interfere with the service animal's performance of work or tasks, in which case the animal must be under the handler's/student's control (e.g., voice, signals or other effective means);

iii. annual submission of documentation of vaccinations and immunizations;

iv. damages to District buildings, property, and vehicles caused by the service animal; and

v. injuries to students, staff, or others caused by the service animal or service-animal in training.

5. **Exclusion of Service Animals.**

a. District administrators may exclude a service animal from District facilities, vehicles, and functions under the following circumstances:

i. The service animal's behavior poses a direct threat to the health and safety of another student, school personnel, or another person. Allergies or fear of animals are not valid reasons for denying access or refusal of services.

ii. The service animal is out of control and the student/handler does not take effective action to control the animal.

iii. The service animal is not on a harness, leash, or other tether, or otherwise under the voice control of the handler/student (e.g., voice control, signals, or other effective means).

iv. The service animal's presence fundamentally alters the nature of the program, activity, or service.

v. The service animal is not housebroken.

b. If a District administrator excludes a service animal for one or more of the above reasons, the District administrator shall give the student (e.g., parents/guardians), employee, or other person with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

6. **Grievance Procedures.**

a. A student with a service animal who believes the District has discriminated against him or her on the basis of a disability by excluding the service animal may:

i. file a grievance with the ADA/504 Specialist in accordance with the District's 504/ADA grievance procedures as provided for in Policy **5.001**
or **5.81**; and/or

ii. file a complaint with the U.S, Department of Education, Office for Civil Rights.

b. A student with a service animal who believes the District has denied him or her a free and appropriate education (FAPE) under the Individuals with Disabilities Education Act by excluding the service animal, may:

i. file a grievance in accordance with Policy **5.001** or **5.81; and/or**

ii. file a complaint requesting a due process hearing with the ESE Compliance Coordinator, who is located at 3378 Forest Hill Boulevard, Suite A-203, West Palm Beach, Florida, 33406; Telephone: (561) 434-7322.

c. An employee with a service animal, who believes the District discriminated against him or her on the basis of a disability excluding the service animal may:

i. file a grievance pursuant to Policy **3.06;** and/or

ii. file a charge with the U.S. Equal Employment Opportunity Commission or the Florida Human Rights Commission.

7. **Exception/Liability.** A service animal is the personal property of the student, employer, or member of the public. The School Board is not responsible for the training, care, or supervision of a service animal. Furthermore, the student/parent, owner, handler, or employee is liable for any damage to District property, or personal property and any injuries to individuals caused by their service animals.

8. **Appeal of Exclusion of Service Animal from District Property.** If a school official denies a request for access of a service animal or a dog in training, the individual or parents/guardians may file a grievance as provided below:

a. **If related to a student:** The grievance shall be filed with the ADA/504 Specialist as provided in Policy **5.001**.

b. **If related to an employee:** The grievance shall be filed with the 165 EEOC/ADA Coordinator as provided in Policies **3.31.**

c. **If related to a member of the public:** The grievance shall be filed with the EEOC/ADA Coordinator as provided in Policies **3.31.**

9. **Administrative Procedures.**

a. The Superintendent or designee shall provide administrative procedures and guidelines, consistent with federal and state laws, for the:

i. service animals presence in the school and work setting;

ii. standards of behavior for service animals in the classroom or work setting; and

iii. transportation of service animals with students, including the training, loading, seating, etc.

STATUTORY AUTHORITY: Fla. Stat. §§ 1001.41, 1001. 42, 413.08; 20 U.S.C. §1400, *et. seq.*; 34 C.F.R. part 300 (Individuals with Disabilities Education Act); 29 180 U.S.C.§ 794; 34 C.F.R. part 104 (Section 504 of Rehabilitation Act of 1973); 42 U.S.C.§ 181 12101, *et. seq.*; 28 C.F.R. §§ 35.104, 35.136 (Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008); 29 CFR part 35 (Federal Equal 183 Employment Opportunity Commission Regulations). LAWS IMPLEMENTED: Individuals with Disabilities Education Improvement Act of 2004; Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Amendment Act of 2008, effective January 1, 2009; Section 504 of the Rehabilitation Act of 1973. HISTORY: (New) 05/15/13

Inspection Database

The Building Department of the School District Palm Beach County uses a database to track plan review and inspection comments. The comments made during the ADA inspections are stored in the inspection comments part of that database.

The database is available for public inspection at the following web address:
http://fm.palmbeach.k12.fl.us/inspector/

To see the inspection records, click on the "**Building Inspections**" tab immediately below the Building Department banner. Two drop-down menu boxes will appear below the tabs. The user will left click on the navigation arrow for the menu box labeled "**Select Project/Permit Number**". Every District facility with an open project will be displayed in the drop-down menu. Most facilities will appear more than once.

The District facilities are displayed in alphabetical order by the name of the facility. There is a vertical line between the name of the facility and the name of the project. All ADA inspection records are labeled "**ADA Title II Compliance**". The user should click on the name of the facility that they are interested in that has the ADA text listed on the right side of the facility name. At this point, the menu box will turn blue and name of the facility | ADA Title II Compliance will be displayed in the box. The user must then left click on the button labeled "**SEARCH**" which is immediately right of the blue menu box.

At this point, the database will display all the ADA Forms and a description of the form will follow the form number, for example, "**ADA Form 1 – Parking**". The user must then use the second menu box to select the line labeled "***Outstanding Inspection Comments by Project**". This box will turn blue and the user will then left click on the button labeled "**Print/View Report**". The database will assemble a report in PDF format that lists all open ADA inspection comments for the selected facility.

If the user wishes to see both open and closed inspection comments, they should select the line labeled "**Project Inspection Comment History**" and proceed as described in the preceding paragraph.

Open comments can only be cleared by a District employee with proper authorization to log into the database. Comments are cleared after the issue in the comment has been corrected.

September 25, 2015

Mr. Felipe Lofaso
Assistant Public Services Director
City of Lake Worth - Department of Public Services
1749 3rd Avenue South
Lake Worth, FL 33460

VIA EMAIL

REFERENCE: Citywide American Disabilities Act (ADA) Title II Transition Plan

Dear Mr. Lofaso:

Per your request, A.D.A. Engineering, Inc. is pleased to submit the attached proposal for Professional Engineering Services associated with the General Engineering Contract for GIS Services (RFQ 12-13-302) for the City of Lake Worth (City). This proposal represents an estimate of the effort required for three primary tasks:

1. To assess the compliance of 21 City owned facilities with the requirements of the American Disabilities Act.
2. To assess the sidewalk network within City owned right-of-way with respect to connectivity and accessibility at curb ramps.
3. To compile the assessments developed into an ADA Transition Plan document.

The attached documents provide a detailed Scope of Work (Exhibit A) and Level of Effort Fee Estimate (Exhibit B). Please feel free to contact me with any questions or concerns you may have.

Sincerely,

Brent Whitfield, P.E.
Associate Vice President
ADA Engineering, Inc

Enclosures:

Exhibit A – Task Order
Exhibit B – Fee Proposal

GIS TASK ORDER 02

PROFESSIONAL CONSULTING SERVICES
FOR
Citywide American Disabilities Act (ADA) Title II Transition Plan

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order #2" hereafter) is made on the __ day of October, 2015, between the City of Lake Worth, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and ADA ENGINEERING, INC, a Florida corporation, whose local business address is 1800 OLD OKEECHOBEE RD, SUITE 202, WEST PALM BEACH, FL, 33409 ("Consultant" hereafter).

1.0 Project Description:

The City requests the Consultant to provide those services as identified herein for the Project. The Project is generally described as consisting of three primary tasks:

1. To assess the compliance of 21 City owned facilities with the requirements of the American Disabilities Act.
2. To assess the sidewalk network within City owned right-of-way with respect to connectivity and accessibility at curb ramps.
3. To compile the assessments into an ADA Transition Plan document.

2.0 Scope:

Phase 2.1 – Assess the compliance of 21 City owned facilities

There are 21 City-owned facilities the Consultant Team will review and evaluate each location for compliance with Title II of the Americans with Disabilities Act of 1990. 42 U.S.C. §1218l et. seq. (The ADAAG), including applicable Section 504, ABA accessibility provisions, scoping and standards. The list of the 21 locations selected for the purpose of this effort is as follows:

- City Hall
- City Hall Annex
- Cemetery
- Casino
- Fire Station #1
- Fire Station #2
- Police/Fire Admin
- Police (old section)
- Public Services
- Library
- Golf Clubhouse/Pro Shop

- NW Ballfields Concession
- Shuffle Board
- Osborne Center Gym
- Osborne Center
- Community Development Corporation
- Streets/Sanitation
- Utilities/Purchasing
- Compass
- Bandshell
- NW Ballfields

Phase 2.2 – Assess the sidewalk network within City owned right-of-way

With respect to the inventory of accessibility concerns with sidewalk facilities there are two primary issues to be addressed: condition of sidewalk between intersections and the condition of ramps at intersections. The City's Pavement Management Master Plan (2013) documents the percentage of sidewalk between intersections that is either in need of repair or missing. For the purposes of this Scope of Work it is assumed that this information will be used to define any ADA concerns regarding the connectivity of the existing sidewalk network and the cost to improve accessibility between intersections. For the curb ramps at intersections (either with streets or alleys), there is no available data to document the existing condition. The Consultant Team will use a combination of aerial photography and field investigations to develop a GIS map documenting the accessibility of the sidewalk network at all intersections of City roadways assuming that each intersection will have one of the following conditions:

1. Existing curb ramp meets all accessibility requirements
2. Existing curb ramp is missing detectable warning
3. Existing curb ramp does not meet geometry requirements
4. Existing curb ramp missing
5. Existing sidewalk missing

Note, conditions 1, 2, 4 and 5 can generally be evaluated using available information, however for condition 3, the geometry cannot be adequately evaluated without field investigation. Based on initial calculations, there are approximately 3,700 locations where curb ramps should be located at either street intersections or at intersections with alleys. For the purposes of this Scope of Work, it is assumed that detailed geometry for no more than 240 curb ramps will be require detailed field investigation. It is also assumed that the following accessibility issues as they relate to sidewalks will be excluded from the ADA Transition Plan document developed by the Consultant Team, and will be addressed at a future time.

- Connectivity to public transportation bus stop pads and bus stop pad compliance
- Accessible pedestrian signal compliance
- Encroachments from utility poles, signage, or other items in the right-of-way

Phase 2.3 – Compile the assessments developed into an ADA Transition Plan document

Based on the review of each of the 21 City-owned facilities, the Consultant Team will submit a comprehensive ADA Title II Transition Plan report which will incorporate relevant data reviewed with its corresponding electronic files in a CD. With respect to the facilities described in Phase 2.1, the ADA Title II Transition Plan will include the following:

- Identification of each priority facilities and services provided
- Location of architectural barrier found in the facilities
- Year of construction and/or last know renovation for each facility
- Text description of each architectural barriers (barrier to access)
- Relevant Code Section (i.e. ADAAG) of each architectural barrier
- A text proposed correction to mitigate each architectural barrier (ADAAG text)
- A digital photograph reference of each architectural barrier or space
- ADA figure as a guideline to mitigate each architectural barrier (ADAAG Figure)
- Priorities and Schedule to mitigate the barriers
- Official Responsible
- Cost estimate to mitigate each barrier, cost per year and total cost of transition plan
- List of Survey Notes applicable to specific architectural barrier or site conditions

Based on the condition assessment of all existing curb ramps at intersections, the Consultant Team will develop a map of intersection conditions within the City and a table documenting the locations and estimated cost to upgrade each location to compliance with the ADAAG. This information will be summarized in the ADA Transition Plan Document, along with a description of the connectivity concerns described in the sidewalk portion of the City's Pavement Management Master Plan.

The final ADA Transition Plan document will provide an inventory of the compliance concerns described in Phases 2.1 and 2.2, and will define the cost to correct each compliance issue. The document will define a prioritization of implementation into three categories (Short-Term, Medium-Term and Long-Term). Based on coordination with City staff regarding available funding the document will outline the implementation approach using a combination of the cost estimates and the prioritization. For the purposes of this Scope of Work, it is assumed that a draft version of the ADA Transition Plan will be prepared and submitted to the City, then a meeting will occur with City Staff to review the findings, after which a final version will be submitting incorporating any comments or concerns. For the draft and final report, three hard copies and a digital copy will be provided with each submittal.

3.0 <u>Schedule:</u>

The services to be provided under this Task Order shall be completed within **120** calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation:

This Task Order is issued for a lump sum, not to exceed amount of **$65,962**. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager:

The Project Manager for the Consultant is **Jeff Hiscock, P.E.** phone: **561-227-9119**; email: **jhiscock@adaeng.net**; and, the Project Manager for the City is **Felipe Lofaso**, phone: **561-586-1720**

6.0 Progress Meetings:

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum. Progress review meetings will be assumed to be conference calls.

7.0 Acceptance and Authorization to Proceed:

IN WITNESS WHEREOF the parties hereto have made and executed this ~~Agreement~~ Task Order #2 on the ___ day of _____ 2015.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

_____
Date

Approved as to form and legal sufficiency:

By: _____ FOR
Christy Goddeau, City Attorney

ADA ENGINEERING, INC

By: _____
Brent Whitfield
Associate Vice President

9/29/15
Date

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 29 day of Sept., 2015, by Brent Whitfield, Associate Vice President of ADA Engineering, Inc., a Florida corporation, on behalf of the corporation, and who is personally known to me or who has produced the following Drivers License as identification.

DEREK A. MOSES SR
Notary Public - State of Florida
My Comm. Expires Mar 24, 2016
Commission # EE 168567

Notary Public:

Derek A. Moses SR

Print Name: Derek A. Moses SR
My commission expires: 24 Mar, 2016

EXHIBIT "B"

City of Lake Worth
GIS Task Order 02: Citywide American Disabilities Act (ADA) Title II Transition Plan
Schedule of Values
6/19/2015

			ADA staff			ADA AG Staff				
Phase	Task /Subtask	City of Lake Worth CCNA Continuing Services Contract, RFP 12-13-302 (Mapping/GIS)	Senior Engineer	Project Manager	Senior Engineering Technician	Compliance Consultant	Total Labor Hours	Total Labor Costs	Direct Expenses	Total
		Rate	$176	$145	$87	$150				
2.1	**Assess the compliance of 21 City owned facilities**									
	2.1.1	On-site Inspection of City Facilities	2	4		40		$6,932		$6,932
		Deliverable 2.1 Subtotal	**2**	**4**		**40**	**46**	**$6,932**		**$6,932**
2.2	**Assess the sidewalk network within City owned right-of-way**									
	2.2.1	Develop GIS shapfile to use as framework for curb ramp condition data entry	1	8	8			$2,032		$2,032
	2.2.2	Review aerials / sidewalk master plan / street view imagery, and document conditions	1	16	160			$16,416		$16,416
	2.2.3	Onsite inspections of critical locations			40			$3,480	$ 150.00	$3,630
		Deliverable 2.2 Subtotal	**2**	**24**	**208**		**234**	**$21,928**	**$150**	**$22,078**
2.3	**Compile the assessments developed into an ADA Transition Plan document**									
	2.3.1	Prepare cost estimates for all compliance issues	1	4	16	24		$5,748		$5,748
	2.3.2	Prepare Draft ADA Transition Plan	2	40	12	80		$19,196	$ 1,000.00	$20,196
	2.3.3	Meet with City Staff to review comments on Draft	2	2	2	6		$1,716		$1,716
	2.3.4	Prepare Final ADA Transition Plan	1	16	8	34		$8,292	$ 1,000.00	$9,292
		Deliverable 2.3 Subtotal	**6**	**62**	**38**	**144**	**250**	**$34,952**	**$2,000**	**$36,952**
		Total Hours	**10**	**90**	**246**	**184**				
		$ Per Individuals	**$1,760**	**$13,050**	**$21,402**	**$27,600**				
		Total					**530**	**$ 63,812**	**$ 2,150**	**$ 65,962**

AGENDA DATE: October 20, 2015 – Regular Meeting **DEPARTMENT:** City Commission

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EXECUTIVE BRIEF

TITLE:
Ratify a board member to the Electric Utility Advisory Board

SUMMARY:
This item is to ratify Commissioner McVoy's appointment of a member to the Electric Utility Advisory Board.

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.

The following appointment is requested to be ratified:

Electric Utility Advisory Board
Ibrahim Chalhoub to fill an unexpired term ending on July 31, 2018

MOTION:
I move to ratify Commissioner McVoy's appointment of Ibrahim Chalhoub to the Electric Utility Advisory Board to fill an unexpired term ending on July 31, 2018.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Board Membership Application
Electric Utility Advisory Board Log

APPLICANT'S NAME: IBRAHIM CHALHOUB
(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 **
_1_ 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)* IBRAHIM CHALHOUB (print)

Residence: 2 LAKESIDE PALMS Ct

City: LAKE WORTH State: FL ZIP Code: 33460

Proof of residency attached: D. LICENSE

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (561) 588-5417 Business Phone: (561) 588-4088

Cell Phone: (561) 762-9178 Email Address: ichalhoub@bellsouth.net

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? 14-15 yrs

List all properties owned and/or business interests in Lake Worth? 2 LAKESIDE PALMS Ct, 1712/1714 S. Dixie Hwy, 211 N. Fed. Hwy, 1701 W. TERRACE DR. CEDARS ELECTRO-MECHANICAL, INC.

What is your occupation? ENGINEER

Employer? CEDARS Electro-MECHANICAL, INC.

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? YES

If so, which board? EUAB & CONST. BOARD

Have you ever served on a City of Lake Worth board? YES

If so, when and which board(s)? SAME TWO ABOVE

_____

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: LEBANON Date of Graduation: 1974

College: FAU Degree: B.S.M.E Date of Graduation: Dec. 81

Resume attached? yes _____ no ✓

3. **WORK EXPERIENCE**

CONSTRUCTION INDUSTRY - Business Owner

4. **INTEREST/ACTIVITIES**

FISHING, SPORTS, TRAVEL

5. **COMMUNITY INVOLVEMENT**

PAST MASTER - PALMWOOD LODGE

BOARD CHAIRMAN OF OUR CHURCH

6. **Why do you desire to serve on this board (first preference)**

It is one way to give back to the community

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.

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 _____

_____ Signature

08/31/2015
_____ 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.

comcast

Account Number	[redacted]
Billing Date	09/01/15
Total Amount Due	[redacted]
Payment Due by	[redacted]

Contact us: www.xfinity.com 1-800-XFINITY

IBRAHIM CHALHOUB

For service at:
2 LAKESIDE PALMS
LAKE WORTH FL 33460-5717

News from Comcast

Thank you for your prompt payment. For quick and convenient ways to manage your account, view and pay your bill, please visit www.Comcast.com/myaccount

Monthly Statement Summary

Previous Balance	[redacted]
Payment - 08/14/15 - thank you	[redacted]
New Charges - *see below*	[redacted]
Total Amount Due	[redacted]
Payment Due by	09/17/15

New Charges Summary

XFINITY Bundled Services	[redacted]
Additional XFINITY TV Services	[redacted]
Additional XFINITY Internet Services	[redacted]
Other Charges & Credits	[redacted]
Taxes, Surcharges & Fees	[redacted]
Total New Charges	[redacted]

Thank you for being a valued Comcast customer!

02/1842 1/2

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	07/31/2018
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
VACANT (3-year term) **(Commissioner District 2 Appointee)**		H:	NA	07/31/2018
Sander Schrantz 210 South M Street sschrantz@gmail.com (3-year term) **(Commissioner District 4 Appointee)**	12/02/2014	C: 571-274-3038	YES	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
Roger St. Martin 3760 Kenyon Rd. daddysaint@comcast.net (1-year term) **(At-large utility service area)** **(Commission's Appointee)**	10/06/215	C: 561-312-6035	by 11/10/15	07/31/2016
BOARD LIAISON Jack Borsch (Electric Utility Director) 1900 2nd Avenue North jborsch@lakeworth.org		W: 561-586-1670	YES	

Revised: October 7, 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

AGENDA DATE: October 20, 2015, Regular Meeting **DEPARTMENT:** Legal

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EXECUTIVE BRIEF

TITLE:
Amendment to Settlement Agreement with Pineapple Ridge

SUMMARY:
The Amendment addresses changes in timeframes associated with the settlement agreement and provides a conservation easement to be approved with a survey at a later date.

BACKGROUND AND JUSTIFICATION:
On or about April 7, 2015, the City approved the settlement agreement with the owners of the property generally known as "Pineapple Ridge" to resolve two (2) pending lawsuits related to the Champion Tree at the property. A copy of the executed settlement agreement is attached. The settlement in general terms required the parties to obtain a certified arborist; agree to prune the Tree (for both health and safety reasons); and, create a conservation easement to protect the Tree going forward. The City agreed it would then pay the property owners $175,000 to dismiss both lawsuits once the conservation easement was executed and recorded. There were timeframes associated with the parties' actions in the settlement agreement that have now passed (e.g., pruning the tree shortly after approval of the settlement agreement and payment of the settlement amount) which need to be addressed.

The missed timeframes were due to information learned from the certified arborist regarding the Tree after approval of the settlement agreement. After entering the settlement agreement and agreeing on a certified arborist (Andy Tellier with Arbor Experts), Mr. Tellier informed the parties that it would be best to wait to prune the Tree until the weather cooled in order to limit the negative impacts on the Tree. Since that time, the City Attorney has been working with the Plaintiffs' attorney to create the conservation easement and amend the settlement agreement timeframes.

Attached is a proposed amendment to the settlement agreement and the draft conservation easement. The amendment to the settlement agreement changes the following:

1. Instead of requiring the parties to create a conservation easement, the conservation easement is attached as an exhibit. Once the Tree is pruned and a survey of the conservation area is created, the conservation easement can be executed and recorded. The new timeline for recording the conservation easement is December 1, 2015.
2. Within 20 days of executing the amendment to the settlement agreement, the City will pay ½ of the settlement amount (or $87,500) and the remaining ½ will be paid upon recording the conservation easement.

3. Once the City makes the full payment of the settlement amount, the Plaintiffs will dismiss both lawsuits.

The draft conservation easement proposes the following:

1. It will create an easement area to protect the Tree ("Easement Property"). At this time, the Easement Property will be roughly about the pruned drip-line with room for fencing. A survey will follow to specifically describe the Easement Property. Costs of the pruning and survey are to be shared by the parties.
2. There are specific restrictions as to what can and cannot occur within the Easement Property (e.g., no heavy equipment placed; no construction; etc.).
3. From 4th Avenue North, the view to the Tree cannot be obstructed. If the property is developed, access to the Tree will be prohibited during construction; post-construction, the City may open limited access to the Tree from 4th Avenue North.
4. The City will be required to maintain the Tree and Easement Property – just as if it were a City park. The City is to pay for the fencing to be installed to protect the Tree.
5. The City and Plaintiffs will split the cost of installing an irrigation system to irrigate the Tree. Once installed, the City will take over the irrigation system and related costs.
6. The Conservation Easement will exist as long as the Tree exists. If the Tree dies, the Conservation Easement will terminate. However, if the Tree dies due to causes by the Plaintiffs (or subsequent property owner), the City may seek damages consistent with the penalties provided in the Code for damage to Champion Trees.

Once the survey is completed for the Easement Property, the City will be required to execute the conservation easement.

MOTION:
I move to approve/not approve the Amendment to the Settlement Agreement with Pineapple Ridge.

ATTACHMENT(S):
Fiscal Impact Analysis
Approved Settlement Agreement
Amendment to Settlement Agreement
Conservation Easement

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	175,000	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	175,000	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:

According to City Attorney this is to be paid from the self-insurance fund

Self Insurance-Legal		PineApple Ridge Settlement					
Account Number (s)		Account Description	FY 2016 Budget	Budget Amend	Agenda Item Exp	Installment	Balance
520-1331-513-31-10		Self Ins Fund Legal	-	175,000	(87,500)	1st half	87,500
520-1331-513-31-10		Self Ins Fund Legal	N/A		(87,500)	2nd half	-

On May 19th 2015, the City Commission approve a budget amendment of $175,000: for this case from the Self Insurance fund, and said amount was transferred to the Self Insurance Fund-Legal on May 22nd 2015.

C. Department Fiscal Review: _____

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502012 CA003200XXXXMB AB

THE TOWNHOMES OF PINEAPPLE RIDGE AT LAKE WORTH, LLC, a Florida Limited Liability Company

Plaintiff

vs.

CITY OF LAKE WORTH,

Defendant.

CASE NO. 502008CA011566XXXXMB AH

THE TOWNHOMES OF PINEAPPLE RIDGE AT LAKE WORTH, LLC, a Florida Limited Liability Company and BEST BUILT CONSTRUCTION, INC., a Florida Corporation,

Plaintiffs

vs.

CITY OF LAKE WORTH,

Defendant.

_____/

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement ("Amendment") is entered into by and between THE TOWNHOMES OF PINEAPPLE RIDGE AT LAKE WORTH, LLC., and BEST BUILT CONSTRUCTION, INC., (jointly and severally the "Plaintiff") and the CITY OF LAKE WORTH (the "Defendant").

WHEREAS, Plaintiff and Defendant previously entered into a Settlement Agreement on April 8, 2015 ("Settlement Agreement");

WHEREAS, the Parties' certified arborist recommends that the pruning of the Tree and the Tree roots not take place until fall 2015;

WHEREAS, an accurate survey of the Conservation Easement Property cannot be completed prior to the pruning of the Tree and its roots, and the Conservation Easement Agreement cannot be recorded in the Public Records of Palm Beach County, Florida, until a survey with legal description is completed;

WHEREAS, Plaintiff and Defendant wish to amend the Settlement Agreement to reflect these changed conditions and further modify the Settlement Agreement concerning the terms of payment by Defendant to Plaintiff, and to provide that Defendant shall also be responsible for maintenance of the Easement Property.

NOW THEREFORE, in consideration of the covenants contained herein and in consideration of furthering the settlement between the parties, Plaintiff and Defendant agree as follows:

1. Paragraph 5, 6 and 7 of the Settlement Agreement are amended as follows:

5. The Plaintiff and Defendant have drafted a conservation easement agreement to preserve the Tree ("Conservation Easement Agreement"). The drafted Conservation Easement Agreement is attached hereto and incorporated herein as Exhibit "A". After the Tree and its roots are pruned and irrigation and fencing installed, a survey and legal description of the easement area will be prepared and attached to the Conservation Easement Agreement as exhibits. The Plaintiff and Defendant shall execute the Conservation Easement Agreement upon

attachment of the survey and legal description as exhibits. The Conservation Easement Agreement shall be recorded in the official records of Palm Beach County after execution as a separate, stand-alone document. The cost (but cost not including attorney's fees) of preparing the survey and legal description for the Conservation Easement Agreement and its recording shall be shared equally by the Defendant and Plaintiff. The Defendant and Plaintiff shall also share the costs of installing irrigation in the easement area and shall agree on the location of all irrigation pipes outside the easement area necessary to connect to a water system. The Defendant shall be responsible for the costs of installing the fence within the easement area. The Conservation Easement Agreement may only be revoked by the City Commission in its sole discretion; and, the Defendant must maintain the easement area. The Conservation Easement Agreement further provides that Defendant must maintain the Tree at Defendant's cost; that permanent construction within the easement area will be prohibited unless authorized by the City Commission; and, public access and/or viewing of the Tree will be provided in some manner agreeable to Plaintiff and Defendant. The existing penalty provisions in section 23.6-1(p)(3) of the City's existing code are set forth in the Conservation Easement Agreement and applicable to the Plaintiff and any other person or entity who causes damage or injury to the Tree. Plaintiff shall not be responsible for damage or injury to the Tree caused by the actions of the certified arborist. The obligations, rights and liabilities of the Plaintiff under the Conservation Easement Agreement shall be assignable by the Plaintiff at the time the Plaintiff sells or otherwise legally conveys the Property (all three parcels), and

upon such sale or legal conveyance, Plaintiff shall be release from all liabilities that may arise thereafter under the Conservation Easement Agreement. While the Conservation Easement Agreement is not effective until executed by the Plaintiff and Defendant, the Plaintiff and Defendant shall abide by the terms and conditions of the Conservation Easement Agreement and not engage in any conduct that would be inconsistent with the terms and conditions.

6. Plaintiff and Defendant shall in good faith endeavor to complete and execute the Conservation Easement Agreement by December 1, 2015.

7. Within twenty (20) days of the Plaintiff and Defendant fully executing this Amendment to the Settlement Agreement, the Defendant shall pay Plaintiff, c/o Plaintiff counsel, John M. Jorgensen trust account, one-half of the settlement sum stated in the Settlement Agreement (Eighty-Seven Thousand, Five Hundred Dollars ($87,500.00)). Within twenty (20) days of the Plaintiff and Defendant executing and recording the Conservation Easement Agreement with a survey and legal description, the Defendant shall pay Plaintiff, c/o Plaintiff counsel, John M. Jorgensen trust account, the remaining one-half of the settlement sum stated in the Settlement Agreement (Eighty-Seven Thousand, Five Hundred Dollars ($87,500.00)). If the Conservation Easement Agreement is not executed and recorded by February 1, 2016, Plaintiff has the option to return the one-half payment of $87,500, and upon receipt of the one-half payment by the Defendant, this Agreement shall be null and void, and either party may lift the stay and proceed with the Lawsuits. If the Conservation Easement Agreement is not executed and recorded by March 1, 2016, Plaintiff shall return the one-half

payment of $87,500, and upon receipt of the one-half payment by the Defendant, this Agreement shall be null and void, and either party may lift the stay and proceed with the Lawsuits.

2. Except as modified herein, the terms and conditions of the Settlement Agreement shall remain in full force and effect.

3. If there is any conflict between the terms of this Amendment and the Settlement Agreement, the terms of this Amendment shall control.

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SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, and in consideration for the mutually related promises and intending to be legally bound thereby, the parties have caused their hand and seal to be set on this Amendment to the Settlement Agreement on the date set forth below for the City of Lake Worth.

CITY OF LAKE WORTH, FLORIDA

Date: _____

By: _____
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

By: _____
Pam Lopez, City Clerk

By: _____
Glen J. Torcivia, City Attorney

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PLAINTIFF SIGNATURE PAGE FOLLOWS

PLAINTIFF: **THE TOWNHOMES OF PINEAPPLE RIDGE AT LAKE WORTH, LLC, a Florida Limited Liability Company.**

[Corporate Seal]

By: _____

Print Name: PAUL WEINTRAUB

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by PAUL WEINTRAUB, who is the DIRECTOR of The Townhomes of Pineapple Ridge at Lake Worth, LLC, and who is personally known to me or who has produced the following FEAL ARK 0970 as identification.

_____
Notary Public

ARMOGAN MANIKUM
Notary Public, State of Florida
Commission# FF 171355
My comm. expires Dec. 5, 2018

PLAINTIFF: **BEST BUILT CONSTRUCTION, INC., a Florida Corporation.** **

[Corporate Seal]

By: _____

Print Name: PAUL WEINTRAUB

STATE OF FLORIDA)
COUNTY OF ~~PALM BEACH~~ DADE)

The foregoing instrument was acknowledged before me this 1 day of OCT, 2015, by PAUL WEINTRAUB, who is the DIRECTOR of The Townhomes of Pineapple Ridge At Lake Worth, LLC, and who is personally known to me or who has produced the following FLORIDA DL ARK 0970 as identification.

_____
Notary Public

ARMOGAN MANIKUM
Notary Public, State of Florida
Commission# FF 171355
My comm. expires Dec. 5, 2018

**as managing member of The Townhomes of Pineapple Ridge at Lake Worth, LCC, assignee of Best Built Construction, Inc., pursuant to assignment of claims dated February 14th, 2012.

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502012 CA003200XXXXMB AB

THE TOWNHOMES OF PINEAPPLE RIDGE AT LAKE WORTH, LLC, a Florida Limited Liability Company

Plaintiff

vs.

CITY OF LAKE WORTH,

Defendant.

CASE NO. 502008CA011566XXXXMB AH

THE TOWNHOMES OF PINEAPPLE RIDGE AT LAKE WORTH, LLC, a Florida Limited Liability Company and BEST BUILT CONSTRUCTION, INC., a Florida Corporation,

Plaintiffs

vs.

CITY OF LAKE WORTH,

Defendant.

_____/

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between THE TOWNHOMES OF PINEAPPLE RIDGE AT LAKE WORTH, LLC., and BEST BUILT CONSTRUCTION, INC., (jointly and severally the "Plaintiff") and the CITY OF LAKE WORTH (the "Defendant").

This Agreement serves to resolve the existing controversy, claims and disputes between the Plaintiff and Defendant, including those raised and which might have been raised in the lawsuits identified above (15th Judicial Circuit Court Case Nos. 502008CA011566XXXXMB AH and 502012CA003200XXXXMB AB) with prejudice.

WHEREAS, in 2004, the Plaintiff sought to develop three parcels of real property located at 315 N A Street, 1716 3rd Ave N, and 1731 4th Ave N in the City of Lake Worth (the "Property"); and,

WHEREAS, a dispute arose over a large ficus tree located on the Property (the "Tree"); and,

WHEREAS, the Plaintiff filed two lawsuits in regards to the Tree and related matters (15th Judicial Circuit Court Case Nos. 502008CA011566XXXXMB AH and 502012CA003200XXXXMB AB) (the "Lawsuits"); and,

WHEREAS, the Plaintiff and Defendant desire to resolve the Lawsuits with prejudice.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is acknowledged by all parties, the parties agree as follows:

1. Once executed by the Plaintiff, the Defendant shall submit this Agreement to the City of Lake Worth City Commission as soon as legally possible consistent with public meeting notice requirements. The City Commission shall either approve or disapprove this Agreement at that meeting. If disapproved, this Agreement shall be null and void.

2. Upon the City Commission's approval of this Agreement, the Plaintiff and Defendant shall file a joint motion for stay in the Lawsuits in order to complete all actions set forth herein for the Plaintiff and Defendant through paragraph 8, with the Court retaining

jurisdiction to enforce the Agreement or lift the stay should the Conservation Easement Agreement not be finalized.

3. Within ten (10) days of the City Commission approving this Agreement, the Plaintiff and Defendant shall agree on a certified arborist to sympathetically prune the Tree, including the Tree's roots. The pruning shall be accomplished pursuant to the City's minimum maintenance standards as set by the National Arborist Association Pruning Standards for Shade Trees and the American National Standards for Tree Care Operations (ANSI A300 (Part 1)-2001, (Part 3) – 1998, BSR A300 (Part 1)200x) with the goal of enhancing the appearance/aesthetics of the Tree while maintaining its natural canopy. The Plaintiff and Defendant shall meet the agreed upon certified arborist at the Property and discuss the pruning procedures and agree to the same. The pruning procedures shall be addressed in the certified arborist's contract with the Plaintiff and Defendant. The pruning shall commence as soon as possible after the execution of the contract. The cost of such pruning shall be equally shared by the Plaintiff and the Defendant.

4. Once the Tree is pruned or as otherwise agreed by the parties, the Plaintiff and Defendant shall generally agree on the area to be designated as a conservation easement for the Tree. The easement area shall be consistent with the City's existing code in terms of the Tree's drip-line and protected root system, or as recommended by the certified arborist, and agreed to by Plaintiff and Defendant, but also be consistent with the potential development of up to 73 units on the Property. If the Plaintiff and Defendant cannot agree on the area to be designated, the Plaintiff and Defendant will rely on the recommendation of the certified arborist as to a sufficient area to protect the Tree from development of the surrounding Property, and Plaintiff and Defendant may agree to the recommendation of the certified arborist, which shall be treated as a recommendation satisfying the City's code provisions regarding the Tree's drip-line and protected root system.

Once the easement area is generally agreed upon, the Plaintiff and Defendant shall agree on a surveyor to create a legal description and survey of the easement area for the Tree. The cost of surveyor shall be equally shared by the Plaintiff and Defendant.

5. During the course of the above actions, the Plaintiff and Defendant shall commence drafting a conservation easement agreement to preserve the Tree ("Conservation Easement Agreement"). The Conservation Easement Agreement will provide that the Conservation Easement Agreement may only be revoked by the City Commission in its sole discretion; and that the Plaintiff must maintain the easement area. The Conservation Easement Agreement shall further provide that Defendant must maintain the Tree at Defendant's cost; that permanent construction within the easement area will be prohibited unless authorized by the City Commission; and, public access and/or viewing of the Tree will be provided in some manner agreeable to Plaintiff and Defendant. The existing penalty provisions in section 23.6-1(p)(3) of the City's existing code shall be set forth in the Conservation Easement Agreement and applicable to the Plaintiff and any other person or entity who causes damage or injury to the Tree. Plaintiff shall not be responsible for damage or injury to the Tree caused by the actions of the certified arborist. The legal description and easement area survey shall be exhibits to the Conservation Easement Agreement. The obligations, rights and liabilities of the Plaintiff under the Conservation Easement Agreement shall be assignable by the Plaintiff at the time the Plaintiff sells or otherwise legally conveys the Property (all three parcels), and upon such sale or legal conveyance, Plaintiff shall be release from all liabilities that may arise thereafter under the Conservation Easement Agreement. The Conservation Easement Agreement shall be recorded, forthwith after execution, in the official records in and for Palm Beach County. The cost (but cost

not including attorney's fees) of preparing the Conservation Easement Agreement and its recording shall be shared equally by the Defendant and Plaintiff.

6. The Conservation Easement Agreement must be completed, executed, and recorded within 60 days from the approval of this Agreement by the City Commission. Unless otherwise agreed by the parties, if for any reason Plaintiff and Defendant do not complete, execute, and record the Conservation Agreement within the 60 days, this Agreement shall be null and void, and either party may immediately lift the stay of the Lawsuits and proceed with litigation. The City Manager may agree to an extension of the 60-day timeframe for the Defendant.

7. Within twenty (20) days of the Plaintiff and Defendant fully executing and recording the Conservation Easement Agreement, the Defendant shall pay Plaintiff, c/o Plaintiff counsel, John M. Jorgensen trust account, the settlement sum of One Hundred Seventy-Five Thousand Dollars ($175,000.00).

8. Within five (5) business days of the receipt and clearance of the sum of One Hundred Seventy-Five Thousand Dollars ($175,000.00), the Plaintiff and Defendant shall file a notice of joint stipulation of dismissal with prejudice, approved by the Court, in the Lawsuits.

9. If the Plaintiff or its assignee submits for site plan approval of the Property as a unified development project which includes preservation of the Tree consistent with the Conservation Easement Agreement (the "Project"), the Defendant agrees to the following with regards to such Project:

a. To provide expedited development and permit reviews for the Project.

b. To approve the Project for up to a maximum building area of 160,000 gross square feet; provided that all City of Lake Worth code requirements are met

including that all appropriate approvals are obtained pursuant to the City's Comprehensive Plan and Land Development Regulations as presently written and codified as of the date of execution.

c. To approve the Project for up to a maximum building lot coverage of 56,000 square feet dependent on the configuration of the site plan, mix of unit types and pursuant to the City's code including, without limitation, the Comprehensive Plan and Land Development Regulations, as presently written and codified as of the date of execution.

d. To approve the Project for up to a maximum of seventy-three (73) dwellings units with the average square footage of the units dependent on the configuration of the site plan, mix of unit types and pursuant to the City's code including, without limitation, the Comprehensive Plan and Land Development Regulations, as presently written and codified as of the date of execution

e. To support an application to any local, state or federal agency for development grants for the Project if the Project is proposed consistent with the City's code including, without limitation, the Comprehensive Plan and Land Development Regulations.

f. To be cooperative and flexible to the maximum extent allowed by the City's Land Development Regulations for all landscaping requirements for the Project including treating the conservation easement area as part of the Project for landscaping purposes.

g. To give the Project credit for the conservation easement area to the maximum extent allowed under the City's Sustainable Bonus Incentive Program to facilitate the Project with buildings of no more than three (3) stories.

10. The Defendant's agreement to the matters set forth in paragraph 9 above for the Project is contingent upon the preservation of the Tree, except for loss or damage to the Tree caused by force majeure or Acts of God and unrelated to acts of the Plaintiff. As long as the Tree is preserved consistent with the Conservation Easement Agreement, the Defendant's agreement to the matters set forth in paragraph 9 above shall run with the land for a period of five (5) years from the date this Agreement is approved by the City Commission. If the Tree is not preserved consistent with the Conservation Easement Agreement, the Defendant's agreement to the matters set forth in paragraph 9 above shall become null and void without any further action by the Defendant.

11. The Defendant's agreement to the matters set forth in paragraph 9 above for the Project are fully assignable and transferable by Plaintiff and shall run with the land so long as they do not expire or do not become null and void as set forth in paragraph 9 and 10 above.

12. The Defendant expressly denies the truth of all allegations in the Lawsuits, including all pleadings and documents, and states that this Agreement is solely made to resolve the disputed claims and cannot be considered an admission of liability and does not constitute an admission on the part of the Defendant.

13. The parties agree that both Plaintiff and Defendant are not liable for any damages, reimbursement, attorney's fees or other monetary payment other than that specifically agreed to herein. By signing this Agreement, Plaintiff and Defendant expressly waive, release, acquit, and forever discharge each other,, its agents, employees, heirs, executors, administrators, successors,

and assigns, none of whom admit liability and all of whom expressly deny liability, from any and all claims, demands, rights, damages, costs, loss of service, expenses, compensation, attorney's fees, actions, causes of action or suits of any kind or nature whatsoever, which the parties may now have or which may hereafter accrue or develop, particularly arising out of, on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, injuries, damages, attorney's fees and any and all consequences thereof, resulting or to result from the events alleged in the Lawsuits. Such waiver is binding on Plaintiff's and Defendant's, heirs, assigns, and successors-in-interest.

14. Each party agrees to bear their own attorney fees and costs relating to the Lawsuits

15. This Agreement is and shall be binding upon all parties, their personal representatives, predecessors, successors in interest, assignees, related companies, past and present future shareholders, officers, directors, agents, attorneys, representatives and employees.

16. This Agreement contains the entire agreement between the parties and its terms hereof are contractual and are not a mere recital. The parties expressly acknowledge that there exist no oral agreements or understandings which vary the terms or meaning of this Agreement. This Agreement supersedes and annuls any and all other agreements, contract and promises, representations, whether oral or written, made by or on behalf of the parties or their personal representative where applicable, and/or successors and assigns.

17. This Agreement shall be construed in accordance with Florida law, and venue for any action relating to this Agreement shall be in Palm Beach County, Florida. Should any action be brought to enforce the agreement, then the prevailing party shall be entitled to collect reasonable attorney's fees and costs both at the trial and appellate level.

18. If any term or provision of this Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

19. This Agreement 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.

20. The parties have jointly drafted this Agreement, and it, therefore, shall not be construed against any of the parties of this Agreement.

21. This Agreement may be modified only in writing when the modification is executed by all of the parties of this Agreement including the City Commission.

22. The parties have entered into this Agreement upon the advice and consent of their counsel who have explained all of its terms and conditions to their completed satisfaction.

23. The parties acknowledge and agree that this is a negotiated Agreement and does not constitute precedent or waiver on the part of the Defendant in any matter including without limitation any interpretation of the City's code, the Comprehensive Plan or Land Development Regulations; or, the imposition of City fees and charges.

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SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, and in consideration for the mutually related promises and intending to be legally bound thereby, the parties have caused their hand and seal to be set on this Settlement Agreement on the date set forth below for the City of Lake Worth.

CITY OF LAKE WORTH, FLORIDA

Date: 4/8/15 By: _____
Pam Triolo, Mayor

ATTEST: Approved as to form and legal sufficiency:

By: _____ By: _____
Pam Lopez, City Clerk Glen J. Torcivia, City Attorney

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PLAINTIFF SIGNATURE PAGE FOLLOWS

PLAINTIFF: THE TOWNHOMES OF PINEAPPLE RIDGE AT LAKE WORTH, LLC, a Florida Limited Liability Company.

[Corporate Seal]

By: _____

Print Name: PAUL WEINTRAUB

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 1 day of April, 2015, by Paul Weintraub, who is the managing member of The Townhomes of Pineapple Ridge at Lake Worth, LLC, and who is personally known to me or who has produced the following _____ as identification.

JOHN M. JORGENSEN
MY COMMISSION #FF001312
EXPIRES April 15, 2017
(407) 398-0153 FloridaNotaryService.com

_____
Notary Public

PLAINTIFF: BEST BUILT CONSTRUCTION, INC., a Florida Corporation.

[Corporate Seal]

By: _____

Print Name: Paul Weintraub *

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The Town Homes of Pineapple Ridge at Lake Worth LLC

The foregoing instrument was acknowledged before me this 1 day of April, 2015, by Paul Weintraub, who is the managing member of ~~Best Built Construction~~, Inc., and who is personally known to me or who has produced the following _____ as identification.

JOHN M. JORGENSEN
MY COMMISSION #FF001312
EXPIRES April 15, 2017
(407) 398-0153 FloridaNotaryService.com

_____
Notary Public

* as managing member of The Townhomes of Pineapple Ridge at Lake Worth, LLC, assignee of Best Built Contruction, Inc, pursuant to assignment of claimes dated February 14, 2012.

Prepared by and Return to:
Richard K. Barra, Esq.
Scott, Harris, Bryan, Barra &
Jorgensen, P.A.
4400 PGA Blvd., Suite 603
Palm Beach Gardens, FL 33410
File No. 42051
w/c 32

A Portion of Property Control Number 38-43-44-21-02-033-0020 and 38-43-44-21-02-033-0040

CONSERVATION EASEMENT AGREEMENT

THIS CONSERVATION EASEMENT AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2015, by and between:

(1) **THE TOWNHOMES OF PINEAPPLE RIDGE AT LAKE WORTH, LLC,** a Florida limited liability company whose address is 2700 North Military Trail, Suite 355, Boca Raton, Florida 33431-1808 ("Grantor"); and

(2) **CITY OF LAKE WORTH,** a municipal corporation of the State of Florida, whose address is 7 North Dixie Highway, Lake Worth, Florida 33460-3787 ("City").

R E C I T A L S

WHEREAS, the Grantor is the owner of certain lands situated in Palm Beach County, Florida, and more specifically described in **Exhibit A** attached hereto and incorporated herein ("Property"); and

WHEREAS, Grantor sought to develop the Property, but a dispute arose between the Grantor and the City over a large ficus tree located on a portion of the Property ("Tree"), which dispute resulted in two lawsuits filed in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida under Case Number 502012 CA003200XXXXMB (AB) styled The Townhomes of Pineapple Ridge at Lake Worth, LLC v. City of Lake Worth and Case Number 502008 CA011566XXXXMB (AH) styled The Townhomes of Pineapple Ridge at Lake Worth, LLC and Best Built Construction, Inc. v. City of Lake Worth; and

WHEREAS, the City, Grantor and **Best Built Construction, Inc**. entered into that certain Settlement Agreement dated April 8, 2015, and as amended on _____, 2015, pursuant to which said parties agreed to resolve all controversies, claims and disputes between the parties in connection with such lawsuits ("Settlement Agreement"); and

WHEREAS, pursuant to the terms of the Settlement Agreement as amended, Grantor

and the City agreed to enter into a conservation easement agreement to preserve the Tree and to set forth their respective rights and obligations in connection with the Tree, all as more particularly set forth herein;

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in further consideration of the making and execution of the Settlement Agreement as amended, Grantor and the City, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The above Recitals are true and correct and are hereby incorporated by reference.

2. **Grant of Easement**. Grantor hereby grants to the City, its successors and assigns, a perpetual exclusive conservation easement upon, over and across that portion of the Property shown in the survey and legal description attached as **Exhibit B** hereto and made a part hereof ("Easement Property"). The Easement Property which shall run with the land and be binding upon the Grantor, and its successors and assigns, and shall remain in full force and effect forever, except as provided in Section 10 below. The purpose of the easement granted herein shall be to allow the City to preserve the Tree in its natural state and at its current location, subject to the remaining terms and conditions of this Agreement.

3. **Restrictions**. The purpose of this Agreement and the easement granted is to retain the Easement Property in its natural, vegetative, hydrologic, scenic, and open condition, in order to facilitate the preservation of the Tree and to allow reasonable viewing thereof by the public. Without limitation, the following activities are prohibited **without the express prior consent of the City**:

(a) Removal, relocation, replacement, cutting, pruning, or destruction of the Tree by any party other than by the City or parties specifically authorized by the City;

(b) Paving of the Easement Property or any portion thereof;

(c) Placing any material, machinery or soil deposits within the Easement Property, or placing any attachments or wire on the Tree except in the event of an emergency which placement shall not exceed 24 hours unless approved in writing by the City Manager;

(d) Fencing the Easement Property; provided, however, the City shall have the right to install fencing on or within the Easement Property to protect the Tree during development of the Property and/or to protect the Tree thereafter consistent with this Agreement. Nothing contained in this Agreement shall be deemed to limit or restrict the rights of the Grantor to fence the balance of the Property, subject to any applicable governmental conditions and requirements. Unless approved by the City, all fencing used in and around the Tree shall allow for complete visual observation of the Tree and not restrict the public from observing the Tree from the 4th Avenue North right-of-way adjacent to the Property;

(e) Construction or placing of any buildings or other improvements on the Easement Property;

(f) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials on the Easement Property;

(g) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface of the Easement Property;

(h) Activities materially detrimental to drainage of the Easement Property; provided, however, any development of the Property pursuant to a site plan or development order approved by the City will not be deemed to be detrimental to drainage of the Easement Property; and,

(i) Acts or uses which are materially detrimental to the preservation of the Tree, provided however, any development of the Property pursuant to a site plan or development order approved by the City will not be deemed to be materially detrimental to the Tree's preservation.

4. **Public Viewing.** For the duration of this Agreement, the Tree shall remain visually open to the public from the 4th Avenue North right-of-way adjacent to the Property. During development of the Property, access to the Tree will be prohibited and "No Trespass" signs will be placed on the fencing surrounding the Tree. Once the Property is developed, the City may remove the fencing, install a mulched walking path and/or benches within the Easement Property for the general public to use. Access to the Easement Property shall be from the 4th Avenue North right-of-way. At no time will the general public be permitted to access the Tree or walking path from other areas of the Property. Climbing the Tree and/or remaining within the Easement Property at any time from 8 p.m. to 8 a.m. shall be strictly prohibited. The City will post signs at the Easement Property prohibiting climbing and clearly stating the hours of access. The City may also install additional fencing within the Easement Property to prevent climbing of the Tree or otherwise protect the Tree.

5. **Maintenance.** (a) The City shall be solely responsible for maintaining, and shall at all times maintain, the Tree in good condition and health, free from disease, pests and weeds, at its sole cost and expense, including, without limitation, pruning, trimming, watering, fertilizing, and other maintenance as needed; removing fallen or dead branches; and removing roots which may adversely impact the balance of the Property and/or any adjoining properties. Additionally, the City shall promptly repair, replace and/or restore the Easement Property, including, without limitation, earth, fill and landscaping, to the condition existing prior to the exercise of any rights granted herein, using materials of like kind and quality. The City shall also maintain any and all fencing within the Easement Property, any walking path installed by the City and any benches placed in the Easement Property by the City. If the fencing and/or

benches are damaged by the Grantor, its contractors or invitees, Grantor shall promptly repair and/or replace the same with the same fencing and/or benches. Additionally, in the event of the death of the Tree (as confirmed by a certified arborist agreed to by the City and Grantor), the City shall, within a reasonable time, remove the Tree, including all roots from the Easement Property, at the City's sole cost and expense.

(b) The City and Grantor shall install an irrigation system for the Tree. The location of the irrigation system shall be within the Easement Property, except where necessary to connect to the existing City water pipes, with the route to said connection to be approved by Grantor such that it does not interfere with the development of the Property. Once installed, the City shall maintain the irrigation system and pay all expenses related to the irrigation system including without limitation the water utility charges associated with the same. If the irrigation system is damaged by the Grantor, its contractors or invitees, Grantor shall promptly repair and/or replace the same with similar equipment. The City shall be responsible for securing a separate water meter for such irrigation system (if necessary) and paying all utility charges associated with the Easement Property.

(c) Except as provided in Section 5(a) and 5(b) above, City shall be solely responsible for, and shall at all times, maintain in good condition and repair the Easement Property, at its sole cost and expense.

6. **Additional Rights Granted.** To carry out the purposes of this Agreement, the following rights are conveyed to the City by this Agreement:

(a) Subject to any City approved site plan, development order or building plans, the right of ingress and egress over and across the Property from the 4th Avenue North right-of-way for access to the Easement Property and the right of ingress and egress over and across the Easement Property as is reasonably necessary to exercise the rights granted herein, provided such entry does not unreasonably interfere with the use of the Property by the Grantor and/or its use of the Easement Property as stated herein; and

(b) To enjoin any activity on or use of the Easement Property that is inconsistent with this Agreement and to enforce the restoration of such areas or features of the Easement Property that may be damaged by an inconsistent activity or use. The Grantor and Grantor's successors shall likewise have the right to seek injunctive relief to enforce the terms of this Agreement.

7. **Reservation of Rights.** Grantor reserves all rights relating to the Easement Property not specifically conveyed by this Agreement, including the right to engage in uses of the Easement Property that are not prohibited herein and which are not inconsistent with the purposes of this Agreement.

8. **Prohibition of Liens**. Neither the City's nor the Grantor's interest in the Easement Property or the balance of the Property shall be subject to liens arising from the City's

use of the Easement Property, or exercise of the rights granted herein. The City shall promptly cause any lien imposed against the Easement Property or balance of the Property arising from the City's use of the Easement Property, or exercise of the rights granted herein, to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes, or other applicable law.

9. **Penalties.** In addition to any other rights or remedies provided to the City in this Agreement, in the event that Grantor causes damage or injury to the Tree, Grantor shall be subject to the penalties set forth in Section 23.6-1(p)(13) of the City's Code of Ordinance. Notwithstanding the foregoing, Grantor shall not be responsible or liable for any damage or injury to the Tree or to third parties or their property caused by the City, the parties' agreed to certified arborist, any party entering the Easement Property on behalf of the City, or any member of the public not associated with Grantor.

10. **Termination.**

(a) In the event of the death of the Tree (as confirmed by a certified arborist agreed to by both parties) and after the removal thereof by the City in accordance with this Agreement, this Agreement shall terminate. In such event, the City shall execute and deliver to Grantor a written acknowledgement that this Agreement has terminated in recordable form. Upon recording of that acknowledgment, this Agreement, and the easement granted herein, shall be deemed terminated and of no further force or effect, except as to any obligations or liabilities arising prior to such termination. Notwithstanding the foregoing, if the death of the Tree is determined by a certified arborist to be due to acts or omissions of the Grantor, its successors, assigns, contractors, subcontractors, invitees and/or guests, the Grantor, its successors or assigns, whomever is the then-titleholder to the Property (excluding only the Easement Property) shall be subject to the penalties set forth in Section 23.6-1(p)(13) of the City's Code of Ordinance.

(b) Except as specifically provided in Section 10(a) above, this Agreement, and the easement granted hereby, may only be terminated or revoked by the City. Any such termination shall be in writing, and must be approved by the City commission in accordance with the provisions of the Code of Ordinances of the City of Lake Worth or applicable City laws, rules and regulations.

11. **Runs With the Land.** All of the benefits, burdens, covenants and agreements contained in this Agreement shall constitute covenants running with the Property and shall be binding upon and/or accrue to the benefit of Grantor and the City and their respective successors and assigns having or hereafter acquiring any right, title or interest in or to all or any portion of the Property. Notwithstanding the foregoing, in the event of the sale, conveyance or other transfer of the balance of the Property (excluding only the Easement Property) to any third party, any remaining obligations and liabilities of the Grantor arising under this Agreement subsequent to the date of such sale, conveyance or transfer shall automatically terminate and the City shall look solely to the then-titleholder to the Property (excluding only the Easement Property) for enforcement of its rights hereunder.

12. **Liability**. The City, its successor and assigns, shall be liable for its own negligence and, to the extent permitted by law, shall indemnify and hold Grantor, its successors and assigns, harmless from and against any damages, liability, actions, claims or expenses (including, without limitation, reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the City's negligence in connection with this Agreement and use of the Easement Property. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall same be construed to constitute agreement by the City to indemnify Grantor, its successors and assigns, for their own negligent, willful or intentional acts or omissions. The Grantor, its successor and assigns, shall be liable for its own negligence and, to the extent permitted by law, shall indemnify and hold the City, its successors and assigns, harmless from and against any damages, liability, actions, claims or expenses (including, without limitation, reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the Grantor's negligence in connection with this Agreement and use of the Easement Property. The foregoing shall not be construed to constitute agreement by the Grantor to indemnify City, its successors and assigns, for the City's own negligent, willful or intentional acts or omissions.

13. **Matters of Record.** The easement granted herein is granted without warranty or representation, and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Property, and all other easements, restrictions, conditions, encumbrances, and other matters of record.

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

15. **Construction.** The parties hereto have received independent advice and counseling regarding the preparation and subject matter of this Agreement and all the terms and conditions it contains. This Agreement shall not be construed more strongly for or against any party, regardless of which party is deemed to have drafted the Agreement.

16. **Severability**. If any provision of this Agreement or any provision of any other Agreement entered into pursuant to this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, only that provision will be inapplicable and deemed omitted to the extent it is contrary, prohibited or invalid, but the remainder will not be invalidated and will be given full force and effect so far as possible.

17. **Entire Agreement**. This Agreement and the Settlement Agreement represent the entire understanding and agreement between the parties as to the subject matter hereof and supersede all other negotiations, understandings and representations (if any) made by and between the parties.

18. **TIME IS OF THE ESSENCE**. THE PARTIES AGREE AND ACKNOWLEDGE THAT TIME SHALL BE OF THE ESSENCE UNDER THIS AGREEMENT.

19**.** **Enforcement Costs**. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party will be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

20. **Amendments**. The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to whom enforcement of any amendment, supplement, waiver or modification is sought and making specific reference to this Agreement. Except as otherwise stated herein, the City's City Manager may amend this Agreement on behalf of the City.

21. **Headings.** The headings contained in this Agreement are for convenience of reference only, and do not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

22. **Pronouns**. In this Agreement, the use of any gender will be deemed to include all genders, and the use of the singular will include the plural, and vice versa, wherever it appears appropriate from the context.

23. **Notices.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest of that party at the addresses set forth above, or to any other address or addresses as any party may designate from time to time by notice given in accordance with this Section 23.

24. **Disputes.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION OR DISPUTE RELATED TO OR ARISING FROM THIS AGREEMENT.

25. **Waiver.** No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith.

26. **Third Party Beneficiaries.** This Agreement shall create no rights or claims whatsoever in any person other than a party herein or its successors or assigns.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, Grantor and the City have made and executed this Conservation Easement Agreement as of the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

THE TOWNHOMES OF PINEAPPLE RIDGE AT LAKE WORTH, LLC, a Florida limited liability company

_____
Witness

By:_____
Its: _____

_____
(print name of witness)

_____
Witness

_____
(print name of witness)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as _____ _____ _____of **The Townhomes of Pineapple Ridge at Lake Worth, LLC,** a Florida limited liability company, on behalf of said company.

NOTARY PUBLIC

_____

(SEAL)

_____
(Print Name)
My Commission Expires: _____
Commission No.: _____

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____ .

CITY:

THE CITY OF LAKE WORTH

ATTEST:

By:_____
Pam Triolo, Mayor

_____
Pam Lopez, City Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, City Attorney

Conservation Easement Agreement (Pineapple Ridge)

CONSENT AND JOINDER OF MORTGAGEE

THE UNDERSIGNED, SEVENTH MILLENIUM, LLC, a Florida limited liability company, whose address is 2700 North Military Trail, Suite 355, Boca Raton, Florida 33431, does hereby join in and consent to the attached Conservation Easement Agreement, and further consents and agrees to the easement granted over the "Easement Property" (as defined therein) and agrees that the following described mortgage currently owned and held by the undersigned, shall be subordinated to the Conservation Easement Agreement as it affects the Easement Property:

Florida Real Estate Mortgage, Assignment of Leases and Rents, and Security Agreement made by **The Townhomes of Pineapple Ridge at Lake Worth, LLC,** a Florida limited liability company, in favor of **Seventh Millenium, LLC,** dated March 10, 2005 and recorded on March 10, 2005 in Official Records Book 18246, Page 1177; as re-recorded on May 17, 2005 in Official Records Book 18596, Page 560, both of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned mortgagee has executed this instrument on this ____ day of _____, 2015.

Signed, sealed and delivered
in the presence of:

SEVENTH MILLENIUM, LLC, a Florida limited liability company

_____
Witness

By:_____
Its: _____

_____
(print name of witness)

_____
Witness

_____
(print name of witness)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as _____ _____ _____of **Seventh Millenium, LLC,** a Florida limited liability company, on behalf of said company.

NOTARY PUBLIC

_____

(SEAL)

_____
(Print Name)
My Commission Expires: _____
Commission No.: _____

Personally Known _____ OR Produced Identification _____.

EXHIBIT A
PROPERTY

EXHIBIT B
EASEMENT PROPERTY

AGENDA DATE: October 20, 2015, Regular Meeting **DEPARTMENT:** Legal

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2015-14 - Second Reading and Public Hearing - create valet parking regulations

SUMMARY:
The Ordinance regulates the operation of valet parking within the city and requires property owners to secure a valet parking permit prior to engaging in the services.

BACKGROUND AND JUSTIFICATION:
Valet parking is a convenient way for residents and visitors to access the City's businesses; however, valet parking has the potential to disrupt vehicular and pedestrian traffic if not regulated. The Valet Parking Ordinance requires property owners to secure a permit prior to providing valet parking services. The application process requires, in part, that valet parking operators are licensed and insured and that operators have secured sufficient accessible private off-street parking spaces. On-street parking spaces and city owned or operated parking facilities may not be used by permittees to park vehicles. The Ordinance's permit criteria ensure, among other safeguards, that permits will not be issued where the drop-off or pick-up of vehicles will interfere with the safe operation of traffic or result in the delay of traffic. No more than one valet parking operation per City block may be authorized. Among other restrictions, the Ordinance requires that valet parking stands not interfere with pedestrian traffic and that they be maintained in a clean and attractive appearance. The Ordinance also ensures that the City always maintains the priority of use of the public right-of-way and the discretion to temporarily suspend a permit for any of its special events. The Ordinance provides for the ongoing regulation of valet parking operations; the authority of the City to revoke or suspend a permit; and the use of code enforcement procedures if certain violations exist. Further, the FDOT is requiring the City to enter into a Lease Agreement that will govern the use of the sidewalks lying within the existing right-of-way of eastbound and westbound State Road S-802 a/k/a Lake Avenue (eastbound) and Lucerne Avenue (westbound) between Dixie Highway to the west and Federal Highway to the east (collectively, the "Sidewalks"). The Valet Parking Ordinance addresses the FDOT Lease; ensures that permittees are made subject to the FDOT Lease Agreement; and requires their compliance with the Lease Agreement's terms and conditions which include, but are not limited to, insurance and indemnification requirements, the payment of rent, maintenance of the right-of-way, inspections and termination provisions.

MOTION:
I move to approve/not approve Ordinance No. 2015-14 on second reading.

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

ORDINANCE NO. 2015-14 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 19, STREETS AND SIDEWALKS, BY ADOPTING ARTICLE VII "VALET PARKING" TO REQUIRE A PERMIT FOR COMMERCIAL BUSINESSES THAT PROVIDE VALET PARKING SERVICES; PROVIDING FOR DEFINITIONS, APPLICATION CRITERIA AND PROCESS, PERMIT CONDITIONS AND RESTRICTIONS, INDEMNIFICATION AND INSURANCE, ENFORCEMENT AND APPEALS AND FOR OTHER PURPOSES; AND 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, to reduce the disruption of vehicular and pedestrian traffic that valet parking service operations may create; and

WHEREAS, to promote the safe and legal operation of valet parking services for the use and convenience of businesses and the general public, the City Commission wishes to adopt regulations that address valet parking services within the City; and

WHEREAS, the City Commission has reviewed the recommended ordinance 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 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. The City Commission amends Chapter 19, "Streets and Sidewalks", by adopting Article VII "Valet Parking", as follows (additional language underlined and deleted language ~~stricken through~~):

ARTICLE VII. – VALET PARKING

Sec. 19-100. – Definitions.

The following words when used in this article shall, for the purposes of this article, have the following meanings:

Public right-of-way shall mean a public roadway, highway, street, sidewalk, or alley.

Valet parking service area shall mean the space located in a public right-of-way and approved by the city for the loading and unloading of passengers to and from motor vehicles and for the valet stand.

Valet stand shall mean the mobile stand, table, chair, umbrella, key box and any other objects or equipment necessary for the operation of the valet parking service.

Sec. 19-101. – Permit required; application process; FDOT rights-of-way.

(a) *Permit required*. A person operating a business establishment may not provide on-street valet parking services unless the person has a valet parking permit issued under this article.

(b) *Application process*.

(1) A completed application for a valet parking permit and all applicable fees shall be submitted to the office of community sustainability on a form provided by the city. No fee shall be prorated or refunded. The application must be made by the owner or lessee of the premises benefitting from the proposed valet parking service. If the application is made by a lessee, such application shall include the written consent of the property owner.

(2) Within thirty (30) days of receipt of a completed application, the public services department director shall either approve or deny the permit. If the permit is approved, the permittee shall be subject to a permit fee and annual permit renewal fees each year thereafter. Fees shall be established by resolution of the city commission. The permit fee and annual permit renewal fees shall include the city's fee and any rent due under a FDOT right-of-way lease.

(3) The following standards and criteria shall be used in reviewing the application:

a. Permits shall be issued only for public rights-of-way owned or leased by the city.

b. Valet parking services shall be operated only by commercially licensed and insured vendors holding a valid occupational license.

c. Permits shall be issued only to applicants that provide documentation that they have procured sufficient accessible private off-street parking spaces for their valet parking services. On-street parking spaces and parking spaces otherwise located on property owned or maintained by the city shall not be used by the permittee to park vehicles.

d. The valet parking service area shall be located on the public right-of-way abutting the boundary lines of the property on which the permittee's business or property is located. The location of the valet parking queue is restricted to existing designated on-street parking spaces. No more than two on-street parking spaces shall be used as part of the valet parking queue. Except as otherwise set forth herein, the valet parking service area shall not be established or extended in front of another property unless the applicant secures the written consent of the affected property owner. If an on-street parking space abuts two separate properties,

the permit for the use of such space for a valet parking queue shall be awarded on a first come, first served basis.

e. Permits will not be issued where the drop-off and pick-up of vehicles will interfere with the safe operation of driveways, street intersections, crosswalks or other prohibited areas.

f. Permits will not be issued where the stacking of drop-off and/or pick up of vehicles will interfere with the safe traffic operation on adjacent streets or unduly delay or interfere with normal traffic operations.

g. Permits will not be issued where there is another permitted valet parking service area located one block away or less. A "block" will be considered the distance from one street to the next, north, south, east and west.

h. If any of the above criteria is not met, the city may deny the permit application.

If a permit is issued and any of the above criteria cease to be met, the same shall be a violation of this article and may be cause for the city to revoke or suspend a permit.

(c) *FDOT rights-of-way.*

(1) *City lease.* If the valet parking service operates in whole or in part on any right-of-way owned or maintained by the Florida Department of Transportation (FDOT) and such right-of-way is leased to the city, the applicant shall be required to abide by and be subject to all terms and conditions of such lease which may include, but are not limited to, the following:

1. Payment of rent plus applicable taxes.
2. Indemnification and insurance requirements.
3. Maintenance of right-of-way requirement.
4. Termination provision, even if prior to expiration of valet parking permit.
5. Periodic governmental inspections.
6. Waiver of legal rights, monetary claims, and damages of any sort for the loss of occupancy of the leased property.
7. Prohibition of any portable or temporary advertising signs in leased right-of-way.

It is the responsibility of each applicant to review any applicable lease and to be fully apprised of all the terms and conditions of such lease. Applicants may request a copy of any applicable lease from the office of the city clerk. The permittee shall also be subject to all other permit requirements, conditions and restrictions set forth in this article.

(2) *Application documentation.* Before a valet parking permit may be issued, the applicant shall provide the city with all requested documents required for compliance with the subject lease or as otherwise required by the city.

(3) *Termination of lease; waiver of damages*. By accepting a permit issued under this article, the permittee agrees to and acknowledges the following: If the subject lease is terminated for any reason, the permit shall be simultaneously revoked; and the permittee waives any claim for damages due to such termination and revocation. A revocation pursuant to this subsection is not appealable to the city commission.

(d) Permits shall be valid from October 1 to September 30, unless revoked or suspended earlier. No fee shall be prorated or refunded. The city shall begin to process renewal permit applications on July 1 of each year. To renew a permit, the permittee shall comply with the application procedures set forth under this article and pay all applicable fees and taxes. The permittee shall apply for and secure the renewal permit on or before September 30 of each year. The failure to secure a renewal permit on or before September 30 shall result in a penalty of 25% of the renewal fee and may be cited as a violation of this article. If a permit is not timely renewed or a renewal application is denied, the valet parking service shall cease to operate.

(e) A valet parking service, permitted and operated in accordance with this article, shall not be an obstruction of a sidewalk as provided in section 19-11 of this Code.

Sec. 19-102. – Permit conditions and restrictions.

(a) Passengers shall not be loaded or unloaded within traffic lanes that are open to through traffic.

(b) The valet parking service shall not interfere with the regular flow of vehicular and pedestrian traffic. The vendor shall not park vehicles in the queue or allow stacking of vehicles or blocking of the travel ways of any street, alley, parking lot or sidewalk.

(c) The permit issued shall be personal to the permittee only and shall not be transferable in any manner.

(d) The subject permit or a copy of the permit must be at the valet parking service area at all times.

(e) The valet stand shall be located on the sidewalk in such a manner that a clear pedestrian path is maintained at all times. The city is authorized to require a mandatory minimum pedestrian path, as circumstances dictate. Under no circumstances shall permanent structures or equipment be permitted.

(f) The permittee shall conduct valet parking services only during the hours of operation of the permittee's business.

(g) The valet stand shall be of quality design, materials, and workmanship; safe and convenient for patrons; compatible with the use in the immediate vicinity; maintained with a clean, attractive appearance and in good repair at all times; and removed at the close of business each day.

(h) Valet parking service areas shall be maintained in a neat and orderly condition at all times and shall be kept clear of all trash and debris.

(i) The city shall have priority of use of the public right-of-way and the discretion to temporarily suspend a permit for any of its special events or other community events.

(j) The city may require the temporary removal or relocation of valet parking service when street, sidewalk, or utility repairs necessitate such action. Under no circumstances shall the city be deemed responsible or liable in any way for any damage or loss resulting from the removal of or a failure to remove the valet parking service area or valet stand.

(k) If found to be necessary for the protection of the health, safety and welfare of the public, the department of public services, police and fire departments or emergency service providers may require the permittee to immediately remove or relocate all or parts of the valet parking service and valet stand, and, if necessary, the city may remove or relocate the same in emergency situations. Law enforcement personnel are authorized to direct traffic, including drop-off and pick-up vehicles, as conditions may require. Under no circumstances shall the city be deemed responsible or liable in any way for any damage or loss resulting from the removal of or the failure to remove the valet parking service area or valet stand.

(l) All valet parking service areas are subject to periodic inspections by the city to ensure compliance with this article.

(m) All valet parking permits are subject to discontinuance due to the expiration or revocation of any and all utility permits and access permits that have been issued to the city.

(n) If a permittee closes its business for ninety (90) days or more, the permit shall automatically expire.

(o) No advertising signs or business identification signs shall be permitted in the valet parking service area unless approved by the city.

(p) Permittees shall ensure that the valet parking service area is adequately staffed to ensure that the valet service is operated in a manner that will not result in illegal parking in the queue or stacking and/or blocking of the travel ways of any street, alley, parking lot or sidewalk. The valet parking service area shall be staffed by a minimum of two (2) people, with one (1) person dedicated to oversee the queue.

(q) All valet parking service employees or independent contractors who operate motor vehicles shall have in their possession a valid Florida Driver's License in good standing.

(r) All valet parking service employees or independent contractors shall comply with this article and all applicable city, county, and state traffic laws and regulations.

(s) All valet parking service employees or independent contractors shall perform their duties in a courteous and professional manner.

Sec. 19-103. – Indemnification; insurance.

(a) Prior to the issuance of a permit, the applicant shall furnish the city with a signed statement that the permittee shall hold-harmless, indemnify and defend the city, its officers, agents and employees and, if applicable, the FDOT, its officers, agents, and employees, for any claims for damages to

property or injury to persons, including death, which may be occasioned by any activity carried on under the terms of the permit or in connection therewith. The statement shall also include that the permittee shall be responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the FDOT or other agency with jurisdiction, within the valet parking service area, and that the permittee shall indemnify, defend, and hold harmless the city, its officers, agents and employees and, if applicable, the FDOT and its officers, agents, and employees, from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

(b) Permittee shall furnish and maintain public liability and property damage insurance for the benefit of the city, its officers, agents and employees and, if applicable, the FDOT, its officers, agents and employees, to protect from all claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name the "City of Lake Worth" and the "Florida Department of Transportation", if applicable, as additional insureds. The insurance required hereunder shall be in amounts approved by the city and in accordance with any other requirements established by the city. The applicant shall provide proof of all required insurance prior to receiving the permit.

(c) The inclusion of the FDOT language set forth in (a) and (b) above is applicable and required if the permittee is operating the valet parking services area anywhere on property owned or maintained by the FDOT or on property that is otherwise subject to an FDOT lease with the city.

Sec. 19-104. – Denial, revocation or suspension; appeals.

(a) The city may deny, revoke or suspend a valet parking permit if it is found that:

(1) Any required business permit has been suspended, revoked or canceled;

(2) The permittee does not have a current business tax receipt issued by the city;

(3) The permittee does not have insurance as required under this article or as otherwise required by the city;

(4) Changing conditions of pedestrian or vehicular traffic that cause congestion necessitating the removal of the valet parking services. Such decision shall be based upon a finding of the city that the minimum pedestrian path is insufficient under existing circumstances or the valet parking services are unreasonably impeding the flow of traffic and such conditions represent a danger to the health, safety or general welfare of pedestrians or vehicular traffic.

(5) The permittee has failed to correct a violation of this article or condition of its permit or the permittee has failed to pay a violation

or citation fine imposed for a violation of this article or condition of its permit;

(6) The permittee has received two (2) citations or notices of violation within a six-month period, whether corrected or not; or

(b) Upon denial, revocation or suspension, city shall provide notice of such action to the applicant or the permittee in writing, stating the action which has been taken and the reason therefor. If the action of the city is based on subsection (a)(3) or (4) of this section, the action shall be effective twenty-four (24) hours after the city's postmarked date of mailing of notice to permittee. Otherwise, such notice shall become effective within ten (10) days after the city's postmarked date of mailing of such notice to the permittee. Notice shall be hand-delivered or sent by certified mail, return receipt requested.

(c) Appeals shall be handled as follows:

(1) An appeal shall be initiated within ten (10) days of the city's postmarked date of mailing of the written notice of the denial, revocation or suspension of a valet parking permit by delivering a written notice of appeal with the city manager. If the appeal is not timely delivered by the permittee, the permittee shall be deemed to have waived his or her right to challenge the denial, revocation or suspension, whichever is applicable.

(2) If the appeal is timely delivered, the city manager shall place the appeal on the next available regular city commission agenda. At the hearing upon appeal, the city commission shall either uphold the denial, revocation or suspension of the permit or reverse the denial, revocation or suspension of the permit, with or without conditions. The decision of the city commission shall be final and effective immediately.

(3) The filing of a notice of appeal by a permittee shall not stay a denial, revocation or suspension of a permit.

Sec. 19-105. – Enforcement of violations. In addition to the remedies provided in 19-104, the city may enforce violations of this article in accordance with chapter 2, article VI "Code Compliance" or article X "Supplemental Code Compliance Procedures" of this code.

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 Vice Mayor Maxwell, seconded by Commissioner Amoroso, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 6th day of October, 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 20th day of October, 2015.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

AGENDA DATE: October 20, 2015, Regular Meeting **DEPARTMENT:** Legal

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2015-15 - Second Reading and Public Hearing - amend the City's Sidewalk Cafe ordinance

SUMMARY:
This Ordinance addresses the Florida Department of Transportation's (FDOT) proposed lease agreement terms and conditions and to make the City's sidewalk café permittees aware of and subject to them.

BACKGROUND AND JUSTIFICATION:
The City Commission adopted a Sidewalk Café Ordinance to require sidewalk cafes to be permitted and regulated by the City. The FDOT is requiring the City to enter into a Lease Agreement that will govern the use of the sidewalks lying within the existing right-of-way of eastbound and westbound State Road S-802 a/k/a Lake Avenue (eastbound) and Lucerne Avenue (westbound) between Dixie Highway to the west and Federal Highway to the east (collectively, the "Sidewalks"). The Sidewalk Café Ordinance requires amending to address the FDOT Lease; to ensure that permittees are made subject to the FDOT Lease Agreement; and to require their compliance with the Lease Agreement's terms and conditions which include, but are not limited to, insurance and indemnification requirements, the payment of rent, maintenance of the right-of-way, inspections and termination provisions.

MOTION:
I move to approve / not approve Ordinance No. 2015-15 on second reading.

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

ORDINANCE NO. 2015-15 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 19, STREETS AND SIDEWALKS, ARTICLE IV, SIDEWALK CAFES, BY AMENDING SECTION 19-52, PERMIT REQUIREMENTS AND FEE, TO ADDRESS RIGHTS-OF-WAY THAT ARE SUBJECT TO A CITY LEASE; PROVIDING FOR COMPLIANCE OF PERMITTEES WITH SUCH LEASE REQUIREMENTS; AMENDING SECTION 19-53, PERMIT APPLICATION, TO ADDRESS FEES; AND FOR OTHER PURPOSES; AND PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City has adopted regulations in chapter 19, "Streets and Sidewalks", article IV, "Sidewalk Cafes", addressing sidewalk cafes that operate in whole or in part on City rights-of-way or other City property; and

WHEREAS, some sidewalk cafes operate on rights-of-way that are leased by the Florida Department of Transportation (FDOT) to the City; and

WHEREAS, sidewalk café permittees must operate in accordance with the terms of the lease between the FDOT and the City; and

WHEREAS, article IV, "Sidewalk Cafes" requires amending to address such FDOT rights-of-way leases; and

WHEREAS, the ordinance also requires amendments to address renewals of such permits and associated fees; and

WHEREAS, the City Commission has reviewed the recommended amendments and has determined that the amendments are 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 19, "Streets and Sidewalks", Section 19-52, "Permit requirements and fee", as follows (additional language underlined and deleted language ~~stricken through~~):

Sec. 19-52. – Permit requirements, ~~and~~ fees and renewals; FDOT rights-of-way.

(a) *Permit requirements*. A permit to operate a sidewalk café shall only be issued to a legally licensed and operating restaurant who wishes to provide seating for its patrons, on the sidewalk, that is immediately adjacent to the subject restaurant.

(b) *Permit fees*. The permit fee and annual permit renewal fee, business tax receipt and use and occupancy certificate fees for establishing and maintaining a sidewalk café shall be determined by the city commission and set forth by resolution or ordinance as required by law. The permit fee and annual permit renewal fee shall include the city's fee and any rent due under a FDOT right-of-way lease. No fee shall be prorated or refunded.

(c) *Permit validity; renewals*. Permits shall be valid from October 1 to September 30, unless revoked or suspended earlier. The city shall begin to process renewal permit applications on July 1 of each year. To renew a permit, the operator shall complete the application procedure set forth under this article and pay all applicable fees and taxes. The operator shall apply for and secure the renewal permit on or before September 30 of each year. The failure to renew a permit on or before September 30 shall result in a penalty of 25% of the renewal fee and may be cited as a violation of this article. If a permit is not timely renewed or a renewal application is denied, the operator shall not operate the sidewalk café.

(d) *FDOT right-of-way.*

(1) *City lease.* If the sidewalk cafe operates in whole or in part on any right-of-way owned or maintained by the Florida Department of Transportation (FDOT) and such right-of-way is leased to the city, the applicant shall be required to abide by and be subject to all terms and conditions of such lease which may include, but are not limited to, the following:

1. Payment of rent plus applicable taxes.
2. Indemnification and insurance requirements.
3. Maintenance of right-of-way requirement.
4. Termination provision, even if prior to expiration of sidewalk café permit.
5. Periodic governmental inspections.
6. Waiver of legal rights, monetary claims, and damages of any sort for the loss of occupancy of the leased property.
7. Prohibition of any portable or temporary advertising signs in leased right-of-way.

It is the responsibility of each applicant to review any applicable lease and to be fully apprised of all the terms and conditions of such lease. Applicants may request a copy of any applicable lease from the office of the city clerk.

(2) *Application documentation.* In addition to complying with all other applicable provisions of this article, before a sidewalk café permit may be issued, the applicant shall provide the city with all requested documents required for compliance with the subject lease or as otherwise required by the city.

(3) *Termination; waiver of damages*. By accepting a permit issued under this article, the permittee agrees to and acknowledges the following: If the subject lease is terminated for any reason, the permit shall be simultaneously revoked; and the permittee waives any claim for damages due to such termination and revocation. A revocation pursuant to this subsection is not appealable to the city commission.

Section 3. The City Commission amends Chapter 19, "Streets and Sidewalks", Section 19-53, "Permit application", as follows (additional language underlined and deleted language ~~stricken through~~):

Sec. 19-53. – Permit application.

* * *

(d) *Permit application fee.* Completed applications shall be accompanied by all applicable fees ~~non-refundable administrative fee of twenty-five dollars ($25.00) for processing~~. No fee shall be prorated or refunded. Once approved, a ~~one-time~~ ~~non-refundable~~ permit fee and an annual permit renewal fee each year thereafter, ~~as established by resolution of the city commission,~~ shall be required to obtain a sidewalk cafe permit. ~~The initial permit fee shall be credited toward the first year's annual business tax receipt fee and sidewalk cafe permit fee~~.

(e) *Fees and taxes to be obtained.* Upon confirmation of the sidewalk cafe application approval, the applicant shall obtain a separate business tax receipt for the sidewalk cafe operation. Issuance of the business tax receipt and use and occupancy certificate shall serve as the final component of the sidewalk cafe application process. All outstanding city fees and taxes required by law relative to the business establishment with which the proposed sidewalk cafe is associated and the property on which the establishment is located shall be paid in full and all required city licenses shall be current prior to approval of a sidewalk cafe permit. ~~Each sidewalk cafe shall pay the requisite business tax receipt each year to maintain its sidewalk cafe permit. Failure to do so will subject the business to reapplication for a sidewalk cafe permit.~~

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 repealed to the extent of such conflict.

Section 6. 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 7. Effective Date. This Ordinance shall take effect ten days after its adoption.

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

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 6th day of October, 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 20th day of October, 2015.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

AGENDA DATE: October 20, 2015, Regular Meeting **DEPARTMENT:** Community Sustainability

EXECUTIVE BRIEF

TITLE:
Ordinance No. 2015-16 - First Reading - amend the lien reductions and release of liens code and schedule the public hearing date for November 10, 2015

SUMMARY:
The Ordinance amends the lien reduction and release of liens provision of the City's Code and clarifies the role of the Special Magistrate as an ex officio appointee of the City and not an employee.

BACKGROUND AND JUSTIFICATION:
The City Commission adopted a lien reduction and release of liens provision in the Code of Ordinances in an effort to more systematically deal with Code Enforcement Liens that accrued against properties in the City of Lake Worth. This provision provides set guidelines and reduction parameters to follow when entertaining requests for lien reductions and releases. However, under section 162.09, Florida Statutes, a Code Enforcement Lien not only attaches to the property in the City where the violation(s) occurred, but also to any other property owned by the violator. At times, these "umbrella" type liens create issues because after the lien is established, ownership in the properties may change or a change in ownership is desired. The current provision does not provide a process for only reducing and/or releasing Code Enforcement Liens on property outside the City or other property owned in the City (i.e., issuing a partial release of lien on other property where the lien did not originate). With increased activity in the real estate market, the City is seeing more requests to partially reduce and release Code Enforcement Liens from property outside the City or other owned property in the City. To address such requests in a systematic fashion, the City must amend the current provision to release liens that encumber property outside the City or encumbers other property owned in the City. The proposed amendment requires a payment of $2500 or 5% of the total amount of the lien, whichever is less, in order to complete the partial release. Also, if the property that is subject to the partial release request is in the City, the property must be in compliance with the City's Code of Ordinance before the request for partial release will be entertained. A partial release of lien cannot be requested under this provision for the property in which the violation(s) originated.

In addition, the amendment seeks to clarify the role of the City's Special Magistrate as an ex officio appointee of the City and not an officer of the City. If the City's Magistrate serves in the same or similar capacity for another local government, this clarification removes any ambiguity with the Florida Constitution's dual office holding prohibition.

MOTION:
I move to approve/not approve Ordinance No. 2015-16 on first reading and schedule the public hearing and second reading date for November 10, 2015.

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

ORDINANCE NO. 2015-16 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, “ADMINISTRATION”, ARTICLE VI, “CODE COMPLIANCE”, SECTION 2-64, “APPOINTED” TO CLARIFY THAT THE SPECIAL MAGISTRATE IS SERVING IN AN EX OFFICIO CAPACITY; AMENDING SECTION 2-69.3.1, “LIEN REDUCTIONS AND RELEASE OF LIENS” BY ENACTING SUBSECTION 2-69.3.1(J), PROVIDING FOR REGULATIONS REGARDING THE PARTIAL RELEASE OF LIENS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City has appointed a special magistrate to hear code enforcement cases and wishes to clarify that the special magistrate serves in an ex officio capacity; and

WHEREAS, the City periodically receives requests for partial releases of liens because under Florida law, a code enforcement lien on one property in Palm Beach County attaches to all property owned by the same property owner in Palm Beach County; and

WHEREAS, the City Commission recognizes the need to enact regulations to govern these requests; and

WHEREAS, the City Commission finds that the adoption of an Ordinance to regulate the partial release of liens is in the best interests of the health, safety, and welfare of the residents and citizens of the City.

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

Section 1. Chapter 2, “Administration”, Article VI, “Code Compliance”, Section 2-64, “Appointed” is amended as follows:

Sec. 2-64. - Appointed.

The city commission may appoint one (1) or more special magistrates who shall have the authority to hold hearings and assess fines against violators of the codes and ordinances of the city, as provided in F.S. ch. 162, pt. I and in this article. The special magistrate shall serve in an ex officio capacity if the appointed special magistrate serves other local governments as a special magistrate. Such service to other local governments does not create duties inconsistent with serving as special magistrate to the City of Lake Worth.

(1) A special magistrate shall be an attorney admitted to the Florida Bar who possesses experience in zoning and land use law, building control, code enforcement, and administrative law.

(2) A special magistrate shall not be a city employee, but shall enter into an agreement to provide professional services at a rate established by the city commission.

(3) The city shall provide necessary and reasonable clerical and administrative support to enable a special magistrate to perform his or her duties. A special magistrate shall not be authorized to hire or use the services of any person except those provided by the city to assist him or her in the performance of his or her duties.

Section 2. Chapter 2, "Administration", Article VI, "Code Compliance", Section 2-69.3.1, "Lien Reductions and Release of Liens" is amended to enact Subsection 2-69.3.1(j), as follows:

(j) Partial release of liens. An applicant may request a partial release of lien where the lien on the property inside the city boundaries attaches to another property located in Palm Beach County, pursuant to F.S. section 162.09. The following procedures shall apply to such request:

(1) The applicant shall complete an application for such release and pay all applicable application fees as set by city resolution. If the property, for which the partial release of lien is sought, is located in the city, such property must be in compliance with all city codes prior to the granting of the partial release of lien.

(2) The partial release shall not apply to property where the lien originated.

(3) Upon the payment of 5% of the total lien amount, or $2,500, whichever is less, the mayor is hereby authorized to execute a partial release of lien.

(4) When determining the total amount of the lien, section 2-69.3(d) shall be applicable.

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

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of this Ordinance shall be made a part of the City's 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. This Ordinance shall become effective ten (10) days after passage.

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

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

The Mayor, thereupon declared this Ordinance duly passed on first reading on the 20th day of October, 2015.

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

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

The Mayor thereupon declared this Ordinance duly passed and enacted on the 10th day of November, 2015.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

AGENDA DATE: October 20, 2015, Regular Meeting **DEPARTMENT:** Public Services

EXECUTIVE BRIEF

TITLE:
Award of City Roll-Off Services for Construction and Demolition debris Request For Proposal (RFP) to Waste Management

SUMMARY:
The Award of the RFP will allow the City to begin the negotiation process with Waste Management after which a franchise agreement will be scheduled at a future Commission meeting for action. The RFP does not include household waste service currently provided by City Staff.

BACKGROUND AND JUSTIFICATION:
Currently, the Refuse Division provides all roll-off services within the City. It has been determined, however, that it would be in the best interest of the City to execute an exclusive contract with one provider for these services. As displayed in the chart below, the City has consistently run this operation at a loss since it began in 2011.

	ESTIMATED REVENUE	TOTAL ACTUAL REVENUE	AVG MTHLY REVENUE	BUDGET AMOUNT	TOTAL EXPENDITURES	PROFIT / LOSS
2015*	269,399	213,667	30,524	433,936	276,858	(63,191)
2014	220,000	361,737	30,145	473,225	390,970	(29,233)
2013	220,000	269,399	22,450	308,410	330,309	(60,910)
2012	220,000	280,477	23,373	562,437	432,001	(151,524)
2011	40,000	186,192	15,516	451,335	381,829	(195,637)

*2015 NUMBERS ARE THRU 4/30/15 (7 MONTHS)

The City released a Request For Proposal (RFP) to licensed, qualified providers of roll-off services in the State to perform this service within the City limits. All of the submitted proposals were reviewed by a Selection Committee consisting of the Public Services, Assistant Public Services, and Finance Directors. Upon review and individual scoring of the attached Evaluation Matrix, it was found that Waste Management earned the highest ranking.

The Selection Committee members recommend the Commission approve the award of the RFP to Waste Management contingent upon an agreement of contract terms. A franchise agreement will be presented to the Commission for approval at a future public meeting.

It is the City's intention to afford the selected contractor an exclusive thirty-six (36) month contract (franchise agreement) with the option of renewal for two (2) additional twelve (12) month periods. While the intention is that the selected contractor shall be granted the right to be the sole contractor for roll-off services (residential and commercial) in the City, the City shall reserve the right to perform its own roll-off services. This being the case, one of the two roll-off vehicles and multiple containers of each size shall be retained by the City.

MOTION:
I move to approve / not approve the award of the Roll-off Services Request For Proposals to Waste Management

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
RFP 15-203 Roll-Off Services
Evaluation Matrix
Proposal – Waste Management

The City of Lake Worth

REQUEST FOR PROPOSALS

RFP NO. 15-203

ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL

Where the Tropics Begin

Where the Tropics Begin

FINANCE OFFICE
7 North Dixie Hwy.
Lake Worth, FL 33461
TEL: 561-586-1651
FAX: 561-586-750

RFP NO. 15-203

ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL

The City of Lake Worth is seeking proposals from licensed, qualified providers of roll-off services in the State of Florida to perform the services described herein to all commercial and residential customers within the City of Lake Worth.

Time is of the essence and any proposal received after **3:00 p.m., August 14, 2015,** whether by mail or otherwise will be returned unopened. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Finance office personnel by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest.

Interested parties may obtain a copy of the RFP from our website at www.lakeworth.org or by contacting the Finance Office at (561) 586-1654. All proposals must be hand-delivered or mailed to:

City of Lake Worth
Finance Office
7 North Dixie Hwy
Lake Worth, FL 33461

ENVELOPE MUST BE IDENTIFIED AS RFP # 15-203.

BY: Flint Daye
Finance Office

PUBLISHED: Palm Beach Post
July 19, 2015

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth is seeking proposals from licensed, qualified providers of roll-off services in the State of Florida (hereinafter referred to as "proposer" or "contractor"), to perform the services described herein, to all commercial and residential customers within the City of Lake Worth.

The City of Lake Worth is comprised of approximately 7 square miles, with a population estimated between 35,000 and 38,000. Currently, the City Refuse Division provides all roll-off services. It has been determined, however, that it would be in the best interest of the City to execute an exclusive contract with one provider. The return expectation of utilizing this one provider is an increased level of service and savings to our commercial companies and residents, as the awarded firm will greatly increase its potential customer base.

It is the City's intention to afford the selected contractor an exclusive thirty-six (36) month contract (franchise agreement), commencing no later than November 1, 2015 with the option of renewal for two (2) additional twelve (12) month periods. Option for renewal will only be exercised upon mutual written agreement and with all terms and conditions remaining adhered to with no deviations. Pricing will be negotiated with the City at the end of the initial term and may be adjusted according to the Consumer Price Index (CPI) or other supporting documentation to justify an increase in rate.

While the City intends that the selected contractor shall be granted the right to be the sole contractor for roll-off services (residential and commercial) in the City, however, the City and its subsidiaries reserve the right to perform their own roll-off services.

As with any multi-year contract, funding for work beyond the current fiscal year (ending 9/30/15) is subject to the availability and appropriation of funds (as applicable).

The City will use the same, or substantially the same, procedure as shown below, to notify all potential users in the City of Lake Worth as to how to order the roll-off services:

The City will annotate the name, contact information and pricing schedule of the selected contractor / approved franchise hauler on the required permit issued by the Building Department. Use of any other hauler other than the selected contractor / approved franchise hauler will result in a stop-work order, fine, and/or penalty.

The City may use other means to advertise the commencement of the exclusive franchise agreement with the selected contractor / approved franchise hauler through the issuance of public notices, flyers, postings on the City webpage, and other forms of communication to the public.

The selected contractor must provide the required services in a manner consistent with standard industry practices; applicable law; and, practices approved for Palm Beach County, Florida. The selected contractor will be responsible for all disposal fees and for insuring that all debris is disposed of in a proper and lawful manner.

In the performance of the services, the selected contractor will agree:

- To perform the required services in accordance with the standards consistent with applicable industry practices and those in Palm Beach County, Florida.
- To provide a monthly payment by the 15th of each month to the City of Lake Worth

for the prior month's franchise fee, calculated as agreed, prior to the execution of any contract pursuant to this service.

- To provide a statement with the monthly invoice, reflecting the number and types of services which were performed during that billing period, to include the drop-off rate for each service and the drop-off and pick-up dates associated with each service rendered to commercial and residential customers within the City of Lake Worth.
- To be responsible for having and maintaining all necessary equipment and tools to perform the services, although some equipment may be provided by the City.
- To assign one Point of Contact (POC) as the representative of the contractor for all issues regarding service, customer service, invoicing, late payments, etc.

2. SUBMITTAL OF PROPOSALS

Interested contractors are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely. The City intends to negotiate a contract for these services upon selection of the contractor that best satisfies the evaluation criteria.

Time is of the essence and any proposal received after **3:00 p.m., August 14, 2015,** whether by mail or otherwise will be returned unopened. The City will in no way be responsible for delays caused by any occurrence. Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail. Each envelope will be stamped by Finance office personnel with the date and time received. The time of receipt shall be determined by the time clock located in the Finance office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Finance office personnel by the deadline indicated. At the designated time and place, the City Finance official or designee will record the proposals for the record.

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding contractor including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

3. REGISTRATION

Each contractor seeking to submit a proposal is requested to **register** with the Procurement Office in order to receive any addenda to this RFP. Please complete the Registration form attached as **Exhibit "B"** and mail, fax or e-mail to the Procurement Office at the address noted below on or before **5:00 p.m., July 31, 2015.** It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered for this RFP with the City.

City of Lake Worth
Procurement Office
7 North Dixie Highway
Lake Worth, FL 33461
Fax: 561-586-1750
hdarge@lakeworth.org

4. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this RFP should be submitted in writing via mail, fax or e-mail and must be received by the above noted Purchasing Agent not later than ten (10) calendar days prior to the due date for proposals. All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFP. The City will attempt to not issue any addenda within three (3) business days of the due date of proposals; however, the City reserves the right to issue any addenda at any time prior to the due date and time of proposals.

5. 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.

6. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

- Registration Form Due — July 31, 2015, before 5:00 PM
- Questions from Potential Proposers Due — August 7, 2015
- Issue Addendum (if necessary) — August 10, 2015
- Proposal Response Due — August 14, 2015, 3:00 PM

Proposal selection and contract negotiations to follow.

The City reserves the right to amend the anticipated schedule as it deems necessary.

7. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a response to this RFP. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Proposers are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process.

8. ETHICS REQUIREMENT

This RFP is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Proposer coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars ($100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP.

9. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. In its sole discretion, the City may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFP. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer' affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

10. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract for the services to be rendered will be negotiated with successful Proposer. If the City and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Proposers and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Proposer that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one proposer if it is in the best interests of the City.

The City will reserve the right to terminate the resulting contract at its convenience upon thirty (30) days' notice.

11. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the awarded contractor shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

A. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of $1,000,000.00 per occurrence ($2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.

B. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

C. The firm shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Workers' Compensation, to be maintained by the firm shall specifically include the CITY as an "Additional Insured".

12. PERFORMANCE and PAYMENT BOND

The selected contractor shall furnish to the City, prior to the commencement of services, a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of $5,000,000 which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

13. EVALUATION AND AWARD

The City assembles an Evaluation Committee to evaluate the proposals from Proposers. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission. The Procurement Agent will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City. The selected proposer 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.

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City (consistent with the evaluation criteria). The City shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Proposers to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

Evaluation Scoring Criteria:

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting).

Criteria	Available Points
Prior experience with operations of similar size, complexity, and nature of services to be provided (including required licenses)	10
Past record of performance with the City (if any)	10
Availability of qualified personnel based upon workload	10
Proximity of the principal office to City of Lake Worth	10

Financial responsibility	10
Approach to performing the tasks described in the Scope of Services	10
City, municipal, or other government experience	10
Estimated franchise fee proposed	10
Drop-off Charges proposed	10
Number of days between drop-off and pick-up proposed	10

14. PROPOSAL FORMAT

Each proposer shall submit **one (1) original, four (4) copies** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**

Only one proposal may be submitted by each Proposer.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

A. Letter of Transmittal (not to exceed three pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Proposer's business operation; location of principal office; how long in business; general approach to the requested services; and, why the Proposer should be selected.
- Proposer's understanding of the scope of services and any legal limitations on such services.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The contractor identified on the Letter of Transmittal will be considered the primary contractor.

- If more than one contractor is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc., shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

B. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by the City. Proposer is responsible for visiting the City's website to view and obtain addendum.

C. References (form attached).

Proposers shall provide a minimum of three (3) references on the form provided demonstrating their experience & skill in the provision of services. Prior experience & skill with the City, other Florida municipalities or other governmental entities is desirable. Proposers are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

D. Proof of Licenses (unlimited)

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

- Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Proof of additional certifications (as applicable);
- Statement or proof of required insurance; and,
- Proof of firm's Business Tax Receipt (as applicable).

E. Evidence of Ability to Deliver on Time (limited to two pages plus resumes)

Proposers shall provide a two-page summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current workload should be provided. Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

F. Price Proposal (form attached)

Each Proposer must provide a price proposal by utilizing the attached form.

*The franchise fee as proposed and accepted shall not decrease during the initial 3 year term of the negotiated agreement.

G. Financial Qualifications, Litigation and/or Terminations (unlimited)

Proposers should provide a summary of any litigation filed against the proposer in the past five (5) years which is related to the services sought in this RFP and that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Proposers shall also state if the proposer has had a contracts for the services sought in this RFP which were terminated for default, non-performance or delay, in the past five (5) years. Proposers shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

15. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

By submitting a proposal, the Proposer warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Proposer.

D. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.

F. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

16. PROTESTS

Any actual Proposer who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on- line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

17. EXHIBITS

This RFP consists of the following exhibits (which are incorporated herein by reference):

A.	Exhibit “A”	Registration Form (should be submitted)
B.	Exhibit “B”	Proposer Information Form (must be submitted)
C.	Exhibit “C”	Drug Free Workplace Form (must be submitted)
D.	Exhibit “D”	References (must be submitted)
E.	Exhibit “E”	Price Proposal (must be submitted)

18. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Proposer believes its proposal contains exempt or confidential information, the Proposer must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

END OF GENERAL INFORMATION

EXHIBIT "A"

ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203

REGISTRATION FORM

Proposers should complete and return this form to the Finance office prior to 5:00 P.M. EST, July 31, 2015, in order to receive any addenda(s) issued for this RFP.

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: _____

Contact Person: _____Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____)_____ Fax (_____)_____

E-Mail Address: _____

Preferred Method of Receipt: ☐ Fax ☐ E-Mail

EXHIBIT "B"

ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203

RESPONDENT INFORMATION PAGE

Company Name: _____

Authorized Signature: _____
Signature Print Name

Title: _____

Physical Address: _____
Street

_____
City State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Web Site (if applicable): _____

Federal Identification Number: _____
This is a requirement of every respondent.

EXHIBIT "C"

ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203

CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

As the person authorized to sign this statement on behalf of _____, I

certify that _____ complies fully with the above requirements.

_____ _____
Authorized Representative's Signature Date

_____ _____
Name: Position:

EXHIBIT "D"

ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203

REFERENCES

List below or on an attached sheet similar references per the RFP requirements for providing roll-off services for commercial and residential. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past three (3) years** provided services. (THIS FORM MAY BE COPIED).

#**1 REFERENCE**

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

_____

Project Location: _____

Completed On Time: Yes_____ No_____ Reason:_____

Completed Within Budget: Yes_____ No_____ Reason:_____

#**2 REFERENCE**

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

_____

Project Location: _____

Completed On Time: Yes_____ No_____ Reason:_____

Completed Within Budget: Yes_____ No_____ Reason:_____

#3 **REFERENCE**

Name of Client: _____

Address: _____

Phone No.: (_____) _____Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

_____

Project Location: _____

Completed On Time: Yes_____ No_____ Reason:_____

Completed Within Budget: Yes_____ No_____ Reason:_____

#4 **REFERENCE**

Name of Client: _____

Address: _____

Phone No.: (_____) _____Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

_____

Project Location: _____

Completed On Time: Yes_____ No_____ Reason:_____

Completed Within Budget: Yes_____ No_____ Reason:_____

EXHIBIT "E"

ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203

PRICE PROPOSAL

COMMERCIAL Roll-Off:

Drop off charges associated with the following size containers:

A. 10 cyd per _____ $ _____
B. 20 cyd per _____ $ _____
C. 30 cyd per _____ $ _____
D. 40 cyd per _____ $ _____

Franchise fee, expressed as one of the following:

A. Fixed percentage of gross receipts for the service month

_____% $_____

B. Fixed percentage of net receipts for the service month

_____% $_____

Number of days roll-off container will remain on-site between pickups _____ days

RESIDENTIAL Roll-Off:

Drop off charges associated with the following size containers:

A. 10 cyd per _____ $ _____
B. 20 cyd per _____ $ _____
C. 30 cyd per _____ $ _____
D. 40 cyd per _____ $ _____

Franchise fee, expressed as one of the following:

A. Fixed percentage of gross receipts for the service month

_____% $_____

B. Fixed percentage of net receipts for the service month

_____% $_____

Number of days roll-off container will remain on-site between pickups _____ days

- Other Fees:

  A._____ _____ per _____

  B._____ _____ per _____

  C._____ _____ per _____

- Roll-off container can be delivered/picked up within _____ hours after receipt of order, for Commercial service.
- Roll-off container can be delivered/picked up within _____ hours after receipt of order, for Residential service.
- Call Center number to call when placing order: _____

Name of Firm: _____

HQ Address: _____ ST_____ Zip_____

FEIN: _____ State Incorporated _____

Phone: (_____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Service Office: _____ ST_____ Zip_____

Main Contact Name: _____ Title: _____

Phone: (_____) _____ Email: _____

Attach Copies:

State License #_____ County License #_____

Type of License(s):_____

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL (WWW.LAKEWORTH.ORG).

THIS RESPONSE MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME.

City of Lake Worth
Evaluation Matrix

FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33460

RFP 15-203
ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL
Evaluation Meeting: Friday, August 28, 2015 at 10:00AM City Hall Conference Room

TOTAL AVERAGE WEIGHTED SCORE

		RANKED:	**3**	**1**	**2**
	Evaluation Criteria Score Sheet:	**Weight**	**Waste Pro of Florida, Inc.**	**Waste Management Inc. of Florida**	**Southern Waste Systems, LLC**
1	Prior experience with operations of similar size, complexity, and nature of services to be provided (including required licenses)	10	10	10	10
2	Past record of performance with the City (if any)	10	3	6	8
3	Availability of qualified personnel based upon workload	10	9	10	10
4	Proximity of the principal office to City of Lake Worth	10	9	8	9
5	Financial respons b l ty	10	6	9	5
6	Approach to performing the tasks described in the Scope of Services	10	8	9	9
7	City, municipal, or other government experience	10	9	10	10
8	Est mated franchise fee proposed	10	7	9	6
9	Drop-off Charges proposed	10	6	8	7
10	Number of days between drop-off and pick-up proposed	10	8	9	9
	TOTAL AVERAGE POSSIBLE POINTS	**100**	**76**	**89**	**82**
	Total Points Received:		**228**	**266**	**247**

Exhibit A - Registration Form	NO	YES	YES
Exhibit B - Proposer Information Page	YES	YES	YES
Exhibit C - Drug Free Workplace	YES	YES	YES
Exhibit D - References	YES	YES	YES
Addendum #1	YES	YES	YES
Required Licenses	YES	YES	YES
Electronic Copy (CD)	NO	YES	NO

City of Lake Worth
Evaluation Matrix

FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33460

RFP 15-203
ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL
Evaluation Meeting: Friday, August 28, 2015 at 10:00AM City Hall Conference Room

EVALUATOR Jamie Brown-Public Services Director

	Evaluation Criteria Score Sheet:	Weight	Waste Pro of Florida, Inc. (3)			Waste Management Inc. of Florida (1)			Southern Waste Systems, LLC (2)		
	RANKED:										
1	Prior experience with operations of similar size, complexity, and nature of services to be provided (including required licenses)	10	10			10			10		
2	Past record of performance with the City (if any)	10	0			0			5		
3	Availability of qualified personnel based upon workload	10	10			10			10		
4	Prox mity of the pnnc pa o ice to C ty of Lake Worth	10	9			9			10		
5	Financial respons b l ty	10	9			10			8		
6	Approach to perform ng the tasks descnbed in the Scope of Serv ces	10	9			10			9		
7	City municipa , or other government expenence	10	10			10			10		
8	Estimated franch se fee proposed	10	8			10			6		
9	Drop-off Charges proposed	10	8			10			6		
10	Number of days between drop-off and pick-up proposed	10	8	Felipe	Nerdao	10	Felipe	Nerdao	9	Felipe	Nerdao
	TOTAL POINTS RECEIVED	(100)	81	74	77	89	95	82	83	83	81

Exhibit A - Registration Form	NO	YES	YES
Exhibit B - Proposer Information Page	YES	YES	YES
Exhibit C - Drug Free Workplace	YES	YES	YES
Exhibit D - References	YES	YES	YES
Addendum #1	YES	YES	YES
Required Licenses	YES	YES	YES
Electronic Copy (CD)	NO	YES	NO

8/28/15

651 Industrial Way, Boynton

WM

Next day service on all requests

Currently 160 routes, 150 employees, 65 vehicles

Services Wellington, PB Gardens, Boca, Town/Jupiter Riviera, etc.

Mentioned transition experience: 210,000 homes since 2006

10 yd	$275
20	375
30	475
40	575

20% fran. of monthly gross proposed

$95 delivery

Appendix D: comparitive safety metrics

- 90% of new trucks are CNG

Days on site b/w pickups = no limit

411 Tall Pines Rd, WPB

Waste Pro

- 4 hr service window after notification
- Stated they serve more municipal residents than any other hauler in FL (97 cities & counties)
- Port St. Lucie, St. Lucie County, Loxahatchee Grooves, etc
- Good "Educational Services" section
- $125 delivery fee } From bid
- 20 yd From $348, 30 From 378, 40 From 408 } Info From their Website
- 15% Fran. of monthly gross proposed
- Days on site b/w pickups = 15

620 Hillbrooth Dr, Lantana

SWS

- 37 municipal contracts
- Delray, SWA, Atlantis, Haverhill, etc.
- 10 yd $264, 20 302, 30 378, 40 302? } plus Fran. fee

  Possibly should be $462
- Compactor = $150/pickup, $42/disposal + fran. fees
- 10% fran. of monthly gross

City of Lake Worth
Evaluation Matrix

FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33460

RFP 15-203
ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL
Evaluation Meeting: Friday, August 28, 2015 at 10:00AM City Hall Conference Room

TOTAL AVERAGE WEIGHTED SCORE

	Evaluation Criteria Score Sheet:	Weight	Waste Pro of Florida, Inc.	Waste Management Inc. of Florida	Southern Waste Systems, LLC
	RANKED:		(3)	(1)	(2)
1	Prior experience with operations of similar size, complexity, and nature of services to be provided (including required licenses)	10	0 10	0 10	0 /
2	Past record of performance with the City (if any)	10	0 0	0 10	0 10
3	Availability of qualified personnel based upon workload	10	0 10	0 10	0 10
4	Proximity of the principal office to City of Lake Worth	10	0 9	Boynton 0 8	0 0
5	Financial responsibility	10	0 5	0 10	0
6	Approach to performing the tasks described in the Scope of Services	10	0 8	-Safety focused 0 10	0 10 0
7	City, municipal, or other government experience	10	0 10	0 10	0 /
8	Estimated franchise fee proposed	10	0 8	20% 0 10	10% 0 6
9	Drop-off Charges proposed	10	0 4	0 7	0 8
10	Number of days between drop-off and pick-up proposed	10	0 10	0 10	0 10
	TOTAL AVERAGE POSSIBLE POINTS	100	0	0	0
	Total Points Received:		0 74	0 95	0 83

Exhibit A - Registration Form	(NO)	YES	YES
Exhibit B - Proposer Information Page	YES	YES	YES
Exhibit C - Drug Free Workplace	YES	YES	YES
Exhibit D - References	YES	YES	YES
Addendum #1	YES	YES	YES
Required Licenses	YES	YES	YES
Electronic Copy (CD)	(NO)	YES	(NO)

[signature] 8/28/15
Felipe Loaiza
Ass't Dir Public Services

RFP 1 2 0.. R

ROLL S-FI SERV C S FO OMM RC L N ESI N AL
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FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33460

Evaluat on Meeting. Friday August 28, 2015 at 10:00AM City Hall Conference Room

TOTAL AVERAGE WEIGHTED SCORE

	Eva uation Criteria Score Sheet.	Weight	Waste Pro of Florida, Inc.	Waste Management Inc. of Florida	Southern Waste Systems, LLC
	RA K N ED.				
1	Prior experience with operations of similar size, complexity, and nature of services to be provided (including required licenses)	10	10	10	10
2	Past record o performance with the City (if any)	10	8	9	9
3	Availability of qualified personnel based upon workload	10	8	9	9
4	Proximity of the principal office to City of Lake Worth	10	8	8	8
5	Financial responsib l ty	10	5	6	6
6	Approach to performing the tasks described in the Scope of Services	10	7	8	8
7	City, municipal, or other government experience	10	8	9	9
8	Est ma ed franch se fee proposed	10	6	8	7
9	Drop-off Charges proposed	10	6	7	8
10	Number of days between drop-off and pick-up proposed	10	7	8	7
	TOTAL AVERAGE POSSIBLE POINTS	100	73	82	~~84~~ 82
	Total Points Received:		0	0	0

Exhibit A - Registration Form	YES	YES	YES
Exhibit B - Proposer Information Page	YES	YES	YES
Exhibit C - Drug Free Workplace	YES	YES	YES
Exhibit D - References	YES	YES	YES

9
82
76

8/28/15

R Addendum #1	NO	YES	YES
I equired Licenses	YES	YES	YES
E ectronic Copy (CD)	NO	NO	NO

✓ No Acknowledgment City of Rev

✓✓ Any Obligatory legal Officer

Minutes - RFP 15-203 ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL

Friday, August 28, 2015 at 10:00 AM
City Hall Conference Room

Evaluators:
Jamie Brown - Public Services Director
Felipe Lofaso - Assistant Public Services Director
Nerahoo Hemraj-Finance Director

Vendor(s):
Ellen Smith – West Management
Eric Nizamoff – West Management
Lisa A. Reves – Rosenbaum Mollengarden

Purchasing Agent:
Hirut Darge

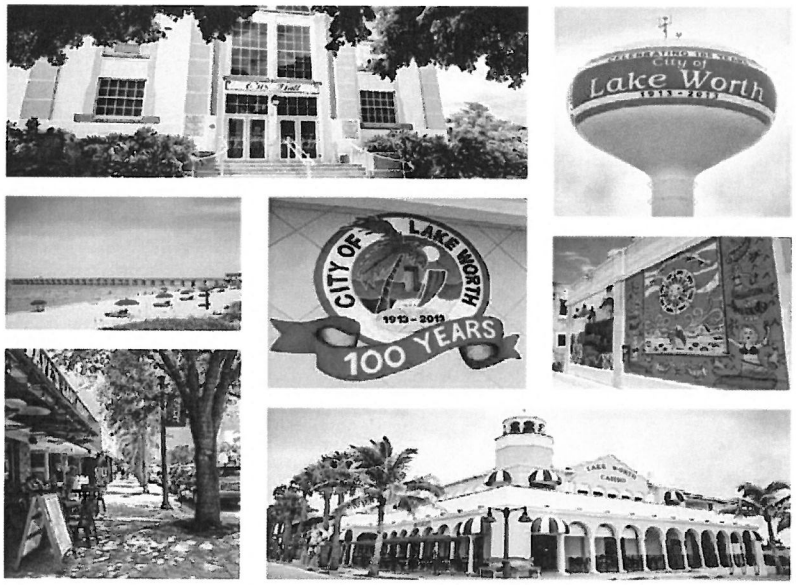
Evaluation was discussed

Final Score – 89 Waste Management Inc. of Florida

Meeting ended at 10:30 am

ELECTRONIC COPY

City of Lake Worth, Florida



Due Date and Time:
August 14, 2015
3:00 PM

Submitted in response to:
REQUEST FOR PROPOSALS
RFP NO. 15-203
ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL

Submitted by:
Waste Management Inc. of Florida
651 Industrial Way
Boynton Beach, FL 33426

Point of Contact:
Ellen Smith, Government Affairs Manager
(561) 312-0000 - Phone | esmith13@wm.com – email

WASTE MANAGEMENT

THINK GREEN.

TABLE OF CONTENTS

TAB	DESCRIPTION	PAGE
A	Letter of Transmittal	1
B	Addenda	4
C	References Exhibit "D"	5
D	Proof of Licenses	7
E	Evidence of Ability to Deliver on Time	11
F	Price Proposal Exhibit "E"	19
G	Financial Qualifications, Litigation and/or Terminations	21
H	Other Exhibits	
	Exhibit "A" Registration Form	23
	Exhibit "B" Proposer Information Form	24
	Exhibit "C" Drug Free Workplace	25

APPENDICES		
A	Experience	26
B	Financial Strength	28
C	Letters of Reference	30
D	Comparative Safety Measures	37
E	Hiring and Training	39
F	Equipment That Sets Us Apart	41
G	Award Winning Leadership	43

TAB A: Letter of Transmittal

August 10, 2014

City of Lake Worth
Finance Office
7 North Dixie Highway
Lake Worth, FL 33461

RE: Request for Proposals RFP NO. 15-203
Roll-Off Services for Commercial and Residential
Due: August 14, 2015, 3:00 pm

Dear Sir or Madame:

Please accept this transmittal letter and enclosed response from Waste Management (WMIF) Inc. of Florida to RFP 15-203, Roll-Off Services for Commercial and Residential properties.

Summary of Business Operation: ***Waste Management is a local company with global resources.***

Waste Management Inc. is the largest publically owned company providing integrated environmental service in North America. Waste Management Inc. employs 42,000 persons and operates an extensive network that includes the sixth largest fleet of vehicles in North America.

The Company's subsidiary, Recycle America, is the largest collector of recyclable material from businesses and households in the United States.

Waste Management Inc. of Florida is a wholly owned subsidiary of Waste Management Holdings, which is a subsidiary of Waste Management Inc. Waste Management Inc. of Florida is staffed by 3,500 employees, and operates 15 landfills, 21 transfer stations and serves 65 municipalities and 22 counties with a fleet of over 780 collection vehicles.

Waste Management of Palm Beach will serve the Lake Worth residents and businesses, if selected. Under the leadership of Senior District Manager Glenn Miller, Waste Management of Palm Beach is a full service hauling operation. Waste Management of Palm Beach operates 160 routes, with over 150 employees, 65 vehicles and 12 fill-service maintenance bays.

The Palm Beach Division has been recognized for the outstanding safety achievement of going 365 days accident free, while traveling almost 1 million miles during this time.

Location of Principal Office for Lake Worth Service:

Waste Management of Palm Beach is located at 651 Industrial Way, Boynton Beach, 2.5 miles from Lake Worth municipal limits. Depending on weather and driving conditions, the Palm Beach office is less than an 8 minute drive to the City.

Waste Management of Palm Beach provides customer care, record keeping, reporting, virtual 24-hour, 7 days a week vehicle maintenance operation, operations specialists, driver trainers, and execution of our world-class collection operations in house at the Boynton facility.

Number of Years in Business/ Financial Stability:

Waste Management was founded in 1890. Waste Management Inc. of Florida was organized under the Laws of Florida in 1964. Waste Management of Palm Beach has been providing solid waste collection services, including roll-off, in Palm Beach County for over 40 years. Please see *Appendix A*, a list of select clients, including number of years in service and volume of material collected. This list shows unequaled prior experience.

Waste Management's financial strength stems from its position as the leading provider of comprehensive waste services in North America. Revenue in 2013 was $13.98 billion and WM has an asset base in excess of $22 billion dollars. Please see letter of a reference from Bank of America attached as *Appendix B* outlining our sound financial strength.

General Approach: Proven Performance

Our approach to providing roll-off services will be to *provide next-day service* on all requests. With over 150 employees, 65 vehicles and 12 full-service maintenance bays, our Palm Beach can provide a deep bench in the event of equipment repairs or absent personnel.

New Peterbilt 365 trucks will provide collection. Container and compactor sizes are available from 10 – 40 cubic yards. These containers will be serviced on mutually agreed scheduled days. Customers will be instructed on proper loading and types of material that can be put in a container.

Waste Management are experts at transitioning without service interruptions. Since 2006, Waste Management has transitioned 210,000 households in Florida to WM service. The core of any transition is fully-integrated planning meetings with local staff and our experts in logistics, plus experience-grounded communication. We leverage our experience to develop successful communication plans.

This proposal is based on local proven performance and prior experience. Waste Management of Palm Beach's municipal clients include the County's largest local governments: Wellington, Palm Beach Gardens, West Palm Beach, Boca Raton, to name a few. These long standing agreements are testimony to our excellent service. Letters of reference from both municipal and business customers are attached as *Appendix C*.

Why WM should be selected:

- ✓ Safety is a core value: Waste Management's safety record is 9 times better than the industry average. For further safety information please see *Appendix D.*
- ✓ Employees are our greatest asset: Longevity of employees means the most qualified personnel will serve Lake Worth. The average tenure of our employees is over 15 years and our employee retention is the best in the industry. Please see *Tab E* and *Appendix E* for more information.
- ✓ Resources and Technology: Waste Management's vehicles are the best equipped with the most modern technology in the industry. Equipment reliability is monitored and recorded locally. Further explanation can be found in *Appendix F.*
- ✓ Waste Management offers NEW, clean fueled collection vehicles;
- ✓ Waste Management's experience, quality and reliability of service is unparalleled.
- ✓ Trusted community partner: Waste Management knows Lake Worth. Waste Management has been the service provider for disposal of residential recycling since 2008. WM knows the City, it's streets, residents, and visitors. Most recently, Waste Management has been working with City staff to reduce contamination in the recycling stream by printing educational materials in three languages: English, Spanish, and Creole.
- ✓ Waste Management is a global company with local resources and can maximize productivity through efficient routing, pricing and labor utilization.
- ✓ Award winning leadership: See attached *Appendix G* including, *G.I. Jobs Magazine* "Best Veterans Hiring Practices. "

Please accept this letter as Waste Management's formal statement that Waste Management will be the only contractor, and that WM understands the scope of services and legal limitations pertaining to source separated recovered materials. Waste Management is able provide the services requested in this RFP for the rates submitted herein. I am the principal able to make representations on behalf of Waste Management and I appoint Ellen Smith as the point of contact and also to make representations on our behalf.

On behalf of Waste Management Inc. of Florida, I represent this response is consistent with the service requirements of the RFP and it is our pleasure to submit this response

Sincerely,

Timothy Hawkins, President
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073
Tel: (954) 984-2005

TAB B: Addenda

WASTE MANAGEMENT

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TAB C: References

EXHIBIT "D"

ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203

REFERENCES

List below or on an attached sheet similar references per the RFP requirements for providing roll-off services for commercial and residential. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past three (3) years** provided services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: Jupiter, Town of

Address: 210 Military Trail, Jupiter, FL 33458

Phone No.: (561) 741-2214 Fax: (561) 575-9730

Contact Person Name: Mr. Andrew D. Lukasik Title: Town Manager

Description of services: Residential and Commercial Solid Waste, Yardwaste, Recycling and Roll Off Collection and Disposal Services

Project Location: City Wide

Completed On Time: Yes X No____ Reason:____

Completed Within Budget: Yes X No____ Reason:____

#2 REFERENCE

Name of Client: Palm Beach Gardens, City of

Address: 10500 N. Military Trail, Palm Beach Gardens, FL 33410

Phone No.: (561) 804-7013 Fax: (___) ____

Contact Person Name: Mr. Michael Morrow Title: Operation Director

Description of services: Residential and Commercial Solid Waste, Yardwaste , Recycling, and Roll Off Collection and Disposal Services

Project Location: City Wide

Completed On Time: Yes X No____ Reason:____

Completed Within Budget: Yes X No____ Reason:____

16

WASTE MANAGEMENT

Printed on Recycled Paper

#3 REFERENCE

Name of Client: Riviera Beach, City of

Address: 600 West Blue Heron Boulevard, Riviera Beach, FL 33404

Phone No.: (561) 845-4080 Fax: (561) 840-3353

Contact Person Name: Mr. Brynt Johnson Title: Public Works Director

Description of services: Residential and Commercial Solid Waste, Yardwaste, Recycling, and Roll Off Collection and Disposal Services

Project Location: City Wide

Completed On Time: Yes X No_____ Reason:_____

Completed Within Budget: Yes X No_____ Reason:_____

#4 REFERENCE

Name of Client: Wellington , Village of

Address: 12300 Forest Hill Boulevard, Wellington, FL 33414

Phone No.: (561) 791-4078 Fax: (___) _____

Contact Person Name: Mr. Jessie Wright Title: Solid Waste Supervisor

Description of services: Residential and Commercial Solid Waste, Yardwaste, Recycling, and Roll Off Collection and Disposal Services

Project Location: City Wide

Completed On Time: Yes X No_____ Reason:_____

Completed Within Budget: Yes X No_____ Reason:_____

TAB D: Proof of Licenses

State of Florida
Department of State

I certify from the records of this office that WASTE MANAGEMENT INC. OF FLORIDA is a corporation organized under the laws of the State of Florida, filed on March 30, 1964.

The document number of this corporation is 279946.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 13, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of February, 2015

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Ken Detzner

Secretary of State

Authentication ID: CU6288837252

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

ACORD

CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY) 7/27/2015

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
LOCKTON COMPANIES
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Co of North America	43575
INSURER C: ACE Property & Casualty Insurance Co	20699
INSURER D: ACE Fire Underwriters Insurance Company	20702
INSURER E:	
INSURER F:	

INSURED 1300299
WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT OF PALM BEACH
651 INDUSTRIAL WAY
BOYNTON BEACH FL 33426

COVERAGES FLBOYBEA CERTIFICATE NUMBER: 3496120 REVISION NUMBER: XXXXXXX

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU INCLUDED X ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 6,000,000
							PRODUCTS - COMP/OP AGG	$ 6,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X MCS-90	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE	$ 15,000,000
							AGGREGATE	$ 15,000,000
								$ XXXXXXX
B A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WI)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 3,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 3,000,000
							E.L. DISEASE - POLICY LIMIT	$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: RFP NO. 15-203 FOR ROLL-OFF SERVICES FOR COMMERCIAL AND RESIDENTIAL. ADDITIONAL INSURED IN FAVOR OF CITY OF LAKE WORTH ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

3496120
CITY OF LAKE WORTH
7 NORTH DIXIE HIGHWAY
LAKE WORTH FL 33460

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)

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WASTE MANAGEMENT

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City of Boynton Beach Business Tax Receipts

Online Services

BUSINESS TAX
former "Occupational Licenses"

Home
Tax Receipt Inquiry ▶
Renew License
Explore a License
Forgot User ID
Forgot PIN?
Create Master Account
Email Us

Public License Information

Renew License

Tax Receipt Number: 15-00001387
Business Control: 0001420 **Location ID:** 000007862

Business Name & Address
WASTE MANAGEMENT OF PALM BEACH
651 INDUSTRIAL WAY BB
BOYNTON BEACH FL 33426

Mailing Address
WASTE MANAGEMENT INC. OF FL
651 INDUSTRIAL WAY
BOYNTON BEACH FL 33426

Date Opened: 04/29/1993
Contractor Flag:
Type of Ownership: CP
Business Phone: (561) 547-4000 **Status:** Active

Owner Information
CHERRY, FLOYD

Tax Receipt Information
Classification: 493110 GENERAL WAREHOUSE/STORAGE
Tax Receipt Status, Date: ACTIVE , 08/27/2014
Appl, Issue Date: 08/27/2014, 08/28/2014
Tax Receipt Valid Thru Date: 09/30/2015
There may be other information not listed here that must be provided for a Business Tax receipt to be issued.

VISA

VeriSign Trusted
VERIFY ▸

ABOUT SSL CERTIFICATES

WASTE MANAGEMENT

Online Services

BUSINESS TAX
former "Occupational Licenses"

Home
Tax Receipt Inquiry
Renew License
Explore a License
Forgot User ID
Forgot PIN?
Create Master Account
Email Us

Public License Information

Renew License

Tax Receipt Number:	15-00001207		
Business Control:	0001236	**Location ID:**	000007862

Business Name & Address
WASTE MANAGEMENT OF PALM BEACH
651 INDUSTRIAL WAY BB
BOYNTON BEACH FL 33426

Mailing Address
651 INDUSTRIAL WAY

BOYNTON BEACH FL 33426

Date Opened:	09/30/1991	**Contractor Flag:**	
		Type of Ownership:	CP
Business Phone:	(561) 547-4000	**Status:**	Active

Owner Information

Tax Receipt Information

Classification:	484110 TRUCKING SERVICE, LOCAL
Tax Receipt Status, Date:	ACTIVE , 09/02/2014
Appl, Issue Date:	09/02/2014, 09/05/2014
Tax Receipt Valid Thru Date:	09/30/2015

There may be other information not listed here that must be provided for a Business Tax receipt to be issued.

VISA

VeriSign Trusted
VERIFY

ABOUT SSL CERTIFICATES

TAB E: Evidence of Ability to Deliver on Time

General Approach – Proven Performance, Transition Experience

Approach:

Our approach to providing roll-off services will be to *provide same or next-day service* on all requests. With over 150 employees, 65 vehicles and 12 full-service maintenance bays, our Palm Beach operation can provide a deep bench in the event of equipment repairs or absent personnel.

Waste Management can customize the service level as required by the customer. Waste Management averages 90 minutes to return an empty container to a customer. There will be no limit on the number of days a container will remain on-site.

New Peterbilt 365 and Freightliner FL112 trucks will provide collection service. These trucks are fueled by Compressed Natural Gas (CNG) fuel. CNG trucks reduce greenhouse gas emissions and are quieter than diesel fueled trucks.

Container and compactor sizes are available from 10 – 40 cubic yards. These containers will be serviced on mutually agreed scheduled days. Customers will be instructed on proper loading and types of material that can be put in a container.

Transition Experience:

Waste Management is an expert in transitioning without service interruptions. Since 2006, Waste Management has successfully transitioned 210,000 households in Florida from another hauler to WM service. The core of any transition is fully-integrated planning meetings with local staff and our experts in logistics, plus experience-grounded communication.

Prior Performance:

This proposal is based on local proven performance and prior experience. Waste Management's prior experience includes complex agreements for roll-off collection, as well as all phases of collection. Waste Management of Palm Beach's municipal clients include the County's largest local governments: Wellington, Palm Beach Gardens, West Palm Beach, and Boca Raton, to name a few. Please see *Appendix A* for a sample list of customers. These long standing agreements are a testimony to our excellent service. Please see letters of reference attached as *Appendix C* from both municipal and business customers.

Waste Management is experienced in cities and towns with seasonal population swells and can react to the seasonal differences in volume. Our drivers know visitors may be unfamiliar with the area and as the best trained drivers in the industry, they know what to look for in communities with significant tourist populations.

When bad weather visits an area, Waste Management has decades of experience with maintaining service levels and providing clean-up to restore residents and businesses to normality. Our national Green Team, who are specialists in disaster management, will be available to provide back-up, as necessary.

Safety Is A Core Value

Our customers often cite safety as an important benefit of their partnership with Waste Management. The safety of your residents, our customers, and our employees is a core priority, and we strive to be 100% focused on it, 100% of the time, as we travel the roadways of the communities we serve each day. Please see *Appendix D* for comparative safety records of South Florida haulers.

Resources and Technology

Waste Management's vehicles are the best equipped and have the most modern technology. Equipment reliability is managed and recorded locally. Our *Corporate Policy* requires a minimum 99% reliability standard. WM has the necessary reserve equipment available to ensure that replacement collection equipment can be put into service and operating within one (1) hour of any breakdown. Please see *Appendix F* for a list of equipment that differentiates WM from its competitors and allows us to provide on-time, reliable service every day.

Employees Are Our Greatest Asset

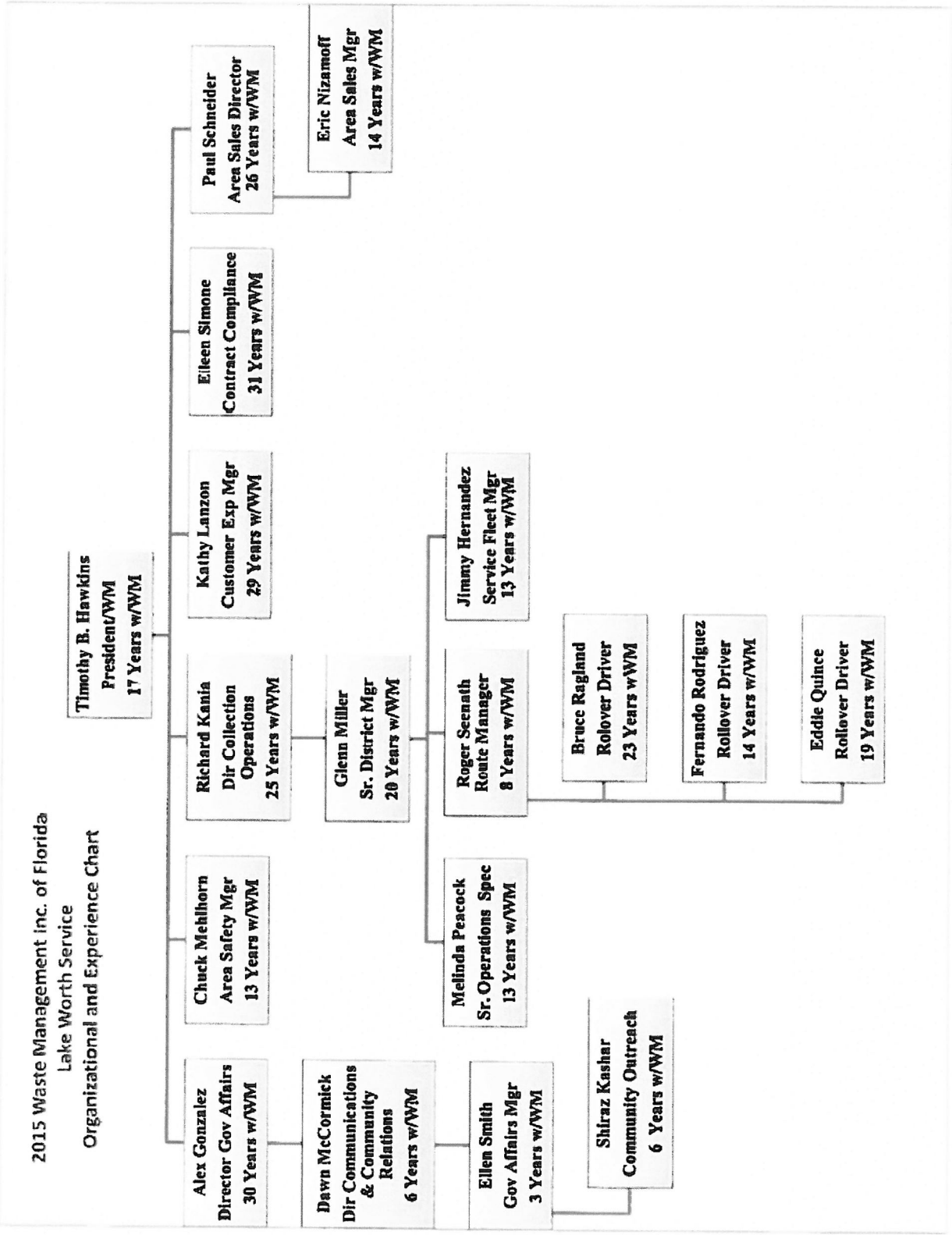
Our commitment to providing world-class service starts with hiring our employees and continues with a commitment to their ongoing training. Please see *Appendix E* for a comprehensive look at our Hiring and Training policies. The experience and longevity of our employees is described in the following organizational chart and is unequaled in the industry. Resumes of our dedicated staff also follow in the next pages. Our Palm Beach division is expert at managing multiple large contracts simultaneously on a daily basis. The staff are ready and trained to implement the requirements of this agreement.

Roll-off service for Lake Worth will be performed under the leadership of 30-year WM veteran, Senior District Manager, Glenn Miller, Jimmy Hernandez, Senior Fleet Manager, and by Roger Seenath, as Route Manager.

Approximately 40 Waste Management employees reside in Lake Worth, so familiarity with the City is a given. Waste Management *knows* Lake Worth. Since 2008, Waste Management has provided disposal of residential single-stream recycling for the Lake Worth community. We are currently working with City staff to reduce contamination in the recycling stream by printing educational door hangers in three languages – English, Spanish, and Creole.

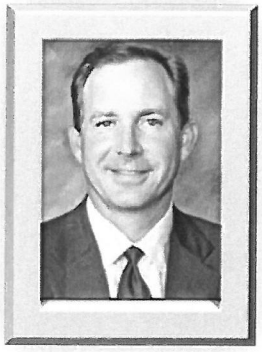
Our staff has demonstrated in multiple municipalities that Waste Management has the expertise to safely and effectively serve the City of Lake Worth. Waste Management staff are trained and ready to implement the requirements of this agreement.

2015 Waste Management inc. of Florida
Lake Worth Service
Organizational and Experience Chart



WASTE MANAGEMENT
Printed on Recycled Paper

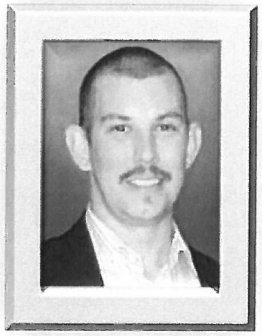
Duties, Qualifications, and Responsibilities of Management Level



Timothy B. Hawkins, President - Waste Management Inc. of Florida
(954) 984-2035 - Phone
THawkins@wm.com – Email

In his position as President of WMIF, Tim Hawkins oversees the operations of Waste Management's Florida Area and its 3,500 employees. The Area consists of the following operations: 18 Local Hauling Districts, 15 Landfills, 24 Transfer Stations, 4 Material Recovery Facilities, 2 C&D Recycling Facilities, 2 Organics Recycling Facilities, 4 Waste-to-Energy Plants and a state-of-the-art Customer Service Center (CSC). Mr. Hawkins has strategic, financial and operations responsibilities for the overall businesses for both the franchised and open markets. Waste Management has employed him for 17 years in various positions in Sales and General Management in TN, MS, LA, AR and FL.

Prior to working for Waste Management, he held various positions in sales, sales management and business development with BFI, a publicly traded solid waste firm for 7+ years. Prior to joining Waste Management, Mr. Hawkins was a loan officer with Leader Federal Bank. He holds a Bachelor of Business. As the senior executive with responsibility for all aspects of WMIF, Mr. Hawkins has intimate knowledge of the operational and financial performance of each of WMIF's franchises and is engaged in every aspect of WMIF's daily operations and strategic plans. Most recently, Mr. Hawkins directed the transition of several municipal customers to automated collection, including Osceola County and the City of Tamarac, and led the management team that successfully developed and opened, in February 2012, the new Tampa Recycled Material Processing Facility, which processed more than 100,000 tons of recyclable material in 2012.



Glenn Miller, Sr. District Manager - Collection
(561) 252-1615 – Phone
Gmiller4@wm.com - Email

Waste Management's Palm Beach District office is lead by **Glenn Miller**, Senior District Manager, a 20-year Waste Management Employee. Mr. Miller oversees all work in Palm Beach County and is available and accessible to the Village at all times.

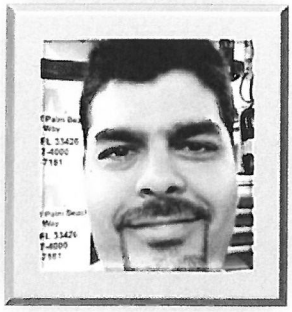
Glenn Miller will be the district operations manager based in Boynton Beach, 5 miles from The Village. His years of experience cover all areas of our operations. Through "hands on" experience and hard work, he progressed up through the ranks at Waste Management. Mr. Miller is a corporate success story having started as a route driver and achieving promotions to manage our Palm Beach County district operations. He is a graduate of the University of Florida and has particular expertise in materials recovery.

Mr. Miller's span of management at the Palm Beach District Office includes:

- 13 Man Maintenance Yard crew
- 150 drivers
- 7 Customer Support Personnel
- 6 Route Managers

Mr. Miller will assure all contract service requirements are met in house.

Mr. Miller has 10 years of experience supervising multiple comparable projects, including the Village of Wellington, Delray Beach and several Solid Waste Authority collection zones all of which are approximately twenty thousand (20,000) curbside dwelling units two-hundred and fifty thousand (250,000) cubic yards of commercial rubbish.



Jimmy Hernandez, Senior Fleet Manager
(561) 719-2778 – Phone
JHernan1@wm.com – Email

Jimmy Hernandez runs the maintenance operations, which is open virtually "24-7" assuring vehicle readiness. Mr. Hernandez, Fleet Manager for our vehicles, is a forklift trainer, hazardous energy control program trainer, WM fleet manager 101-certified, first aid and CPR trained. He also has training and certification with various manufacturers including:

- Mack
- Autocar
- McNeilus
- Haldex
- MGM
- Meritor
- The Curotto Can

Our shop has won the coveted Top Shop Award within the WM organization. The Palm Beach maintenance shop has 2 ASE Master Certfied technicians, 8 mechanics, 1 parts person, 1 utility worker and 1 fleet manager. Mr. Hernandez will be available accessible to the Village at all times.

Mr. Hernandez has 6 years experience as Maintenance Supervisor for Waste Management Palm Beach Office and has discharged his duties toward satisfying contract requirements in Wellington, Riviera and Solid Waste Authority zones.

Roger Seenath, Roll-off Manager
(561) 718-4825
RSeenath@wm.com

Roger Seenath has been with Waste Management for 8 years and has been in managerial roles for a decade. His background includes customer service leadership. Rodger uses this experience to offer expert and reliable service to his customers. Rodger is a native of Miami, Florida and attended Miami-Dade Community College.

Ellen Smith, Government and Community Affairs Manager
(561) 312-0000 – Phone
Esmith13@wm.com – Email

Ellen Smith is a native of Palm Beach County and an expert in translating local government challenges into success stories. Ms. Smith served in the public and private sector for over 25 years, honing her commitment to provide exceptional customer service and satisfy competing political demands. Ms. Smith holds a Master's degree in Public Affairs from the University of Texas and is a graduate of Stetson, Ms. Smith has been with Waste Management for 3 years.

Shiraz Kashar, Community Outreach Coordinator South Florida
(954) 520-2022 – Phone
Skashar@wm.com – Email

Shiraz Kashar has more than 10 years of experience in the waste and recycling industry. He has been with Waste Management since November 2008, specializing in environmental outreach and education. In this capacity, he has worked directly with city officials in Miami Beach and with relevant environmental and other non-profits that serve the Miami Beach area, including the Environmental Coalition of Miami and the Beaches ("ECOMB"), Dream In Green, Keep America Beautiful and Miami Beach Chamber of Commerce. Before working for Waste Management, Mr. Kashar worked for Broward County Waste and Recycling Services. He coordinated the county's Public School System's recycling program, which was one of the nation's largest Institutional recycling programs. He holds a Bachelor's degree from Florida International University.

Melinda Peacock, Sr. Operations Spec, Collections
(561) 207-4138 – Phone
Mpeacock@wm.com – Email

Melinda Peacock has been with Waste Management since 2001. She assists with processing payments and is responsible for record keeping and reporting. Melinda supervises local customer service and she also interfaces with the drivers.

Eileen Simone, Contract Compliance
(512) 356-8287 – Phone
Esimone2@wm.com - Email

Eileen Simone has been with Waste Management since October 1984. Her career started in Accounts Receivable and she worked up to Office Manager. She was awarded employee of the year in 1988 and was instrumental in creating the first "one stop" Customer Service Department. Ms. Simone was recognized and awarded the President's Leadership Award in 1995. Since then she has taken on many roles including Billing Manager, Customer Service Manager, Pricing Analyst, Contract Compliance and assisted with many consolidations and employee trainings. Ms. Simone holds a vast knowledge of the Solid Waste industry and continues to be a "go to" person whenever necessary.

TAB F: Price Proposal

EXHIBIT "E"

ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203

PRICE PROPOSAL

COMMERCIAL Roll-Off:

Drop off charges associated with the following size containers:

A. 10 cyd per _____ $ 275.00 flat rate
B. 20 cyd per _____ $ 375.00 flat rate
C. 30 cyd per _____ $ 475.00 flat rate
D. 40 cyd per _____ $ 575.00 flat rate

Franchise fee, expressed as one of the following:

A. Fixed percentage of gross receipts for the service month

20 % $ monthly revenue

B. Fixed percentage of net receipts for the service month

_____ % $ _____

Number of days roll-off container will remain on-site between pickups - no limit on days

RESIDENTIAL Roll-Off:

Drop off charges associated with the following size containers:

A. 10 cyd per _____ $ 275.00 flat rate
B. 20 cyd per _____ $ 375.00 flat rate
C. 30 cyd per _____ $ 475.00 flat rate
D. 40 cyd per _____ $ 575.00 flat rate

Franchise fee, expressed as one of the following:

A. Fixed percentage of gross receipts for the service month

20 % $ monthly revenue

B. Fixed percentage of net receipts for the service month

_____ % $ _____

Number of days roll-off container will remain on-site between pickups - no limit on days

- Other Fees:

A. 1 time delivery fee _____ $95.00 per delivery

B. N/A _____ per _____

C. _____ _____ per _____

- Roll-off container can be delivered/picked up within 24 hours hours after receipt of order, for Commercial service. *same day service if order placed before noon
- Roll-off container can be delivered/picked up within 24 hours hours after receipt of order, for Residential service. *same day service if order placed before noon
- Call Center number to call when placing order: 1-888-906-7428 - Builders Direct

Name of Firm: Waste Management Inc. of Florida

HQ Address: 2700 Wiles Road, Pompano Beach ST FL Zip 33073

FEIN: 59-109-4518 State Incorporated FLORIDA

Phone: (954) 984-2005 Email: thawkins@wm.com

Print Name: Timothy B. Hawkins Title: President

SIGNATURE: _____ Date: August 10, 2015

Service Office: 651 Industrial Way, Boynton Beach ST FL Zip 33426

Main Contact Name: Ellen Smith Title: Government Affairs Manager

Phone: (561) 312-0000 Email: esmith13@wm.com

Attach Copies:

State License # 279946 County License # 15-00001387

Type of License(s): Incorporation Certification and Business Tax Receipt

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL (WWW.LAKEWORTH.ORG).

THIS RESPONSE MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME.

TAB G: Financial Qualifications, Litigation and/or Terminations

Litigation Disclosure – Past five years

Preliminary Statement: Waste Management Inc. of Florida ("WMIF") has operating divisions throughout the State of Florida serving thousands of commercial customers and many governmental entities. Accordingly, there has been litigation to interpret or enforce the Company's solid waste service agreements between WMIF and its private customers, most of which has been settled amicably. The vast majority of this litigation relates to collection of amounts due pursuant to such agreements. Other litigation generally concerns motor vehicle accidents, workers' compensation and employment issues; those are not listed here. The following list includes litigation in which a governmental entity is a co-plaintiff or co-defendant with WMIF and not an adverse party. None of the matters is material to the business of WMIF.

LITIGATION REGARDING SOLID WASTE SERVICES

1) In the Matter of the Arbitration Between the City of Dania Beach, the City of Hallandale Beach, the City of Pembroke Pines, and the City of Pompano Beach v. Reuter Recycling of Florida, Inc., Re: 32-181-00758-02; arbitration demand alleging breach of disposal contract. Settled as to all but Hallandale Beach. As to Hallandale, the case was arbitrated to a conclusion, resulting in a termination of the underlying contract and payment to the City of damages.

2) Waste Services of Florida , Inc. v. City of Pinellas Park – Case No. 10-1694-CI-8, Circuit Court, 6th Judicial Circuit, Pinellas County. WMIF is the exclusive franchise hauler for the City. Plaintiff alleges that the exclusive C&D franchise is improper. WMIF intervened. The case settled.

3) FDS Disposal, Inc. et al v. City of Inverness and Waste Management Inc. of Florida – Case No. 2009-CA-4156, Circuit Court 5th Judicial Circuit, Citrus County. Plaintiff alleged that renewal of franchise to WMIF was improper. Summary judgment granted to WMIF and the City.

4) Danner Construction Co., Inc. et al v. Hillsborough County, Florida -- Case No. 8:09-CIV-650-T-17-TBM, United States District Court, Middle District of Florida, Tampa Division - Small hauler and commercial customer claim that the franchise system in Hillsborough County violates antitrust laws (Florida and US) because the County does not set rates for commercial work, instead allowing the 3 franchised haulers (WMIF, Republic and Waste Services) to compete and set rates by competition. Summary Judgment entered in favor or the County and haulers.

5) KOTA of Sarasota, Inc. v. Waste Management Inc. of Florida - Case # 2011 CA008020NC, 12th Judicial Circuit Sarasota County, Florida. Claim that defendant billed and collected certain environmental fees and fuel surcharges not authorized under the service agreement. Damage claim in excess of $15,000. Case settled.

6) Versailles Gardens Condominium Association, Inc. v. Waste Management Inc. of Florida – Case No. 11-10332 18, 17th Judicial Circuit, Broward County, Florida. Suit filed in 2011. Plaintiff claims that failure of City of Tamarac to pass rate resolution invalidates annual contract rates. Voluntarily dismissed by plaintiff.

WASTE MANAGEMENT

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7) City of Delray Beach v. Waste Management Inc. of Florida – Case No. 502013CA011392XXXXMB AI, 15th Judicial Circuit, Palm Beach County, Florida. Declaratory judgment action to determine the validity of collection contract. Case settled after summary judgment entered in favor of plaintiff.

8) Antoine-Allison, et. al v. Waste Management Inc. of Florida – Case No. CACE-13-0113482, 17th Judicial Circuit, Broward County, Florida. Claim that odor from landfill interfered with enjoyment of property. Case settled.

9) Broward County (Broward County Environmental Protection Department) v. Waste Management Inc. of Florida -- -NOV-NOV 10-0010. Alleged violation of Broward County Code 27-27(a)(1) and (2) relating to a self-reported leachate release caused by accidental rupture of leachate force main during ditch maintenance. -No environmental impacts were found. Agreed Final Order was finalized and corrective actions required by the NOV were completed in 2011. Penalty of $9,199 paid.

10) Broward County (Broward County Environmental Protection Department) v. Waste Management Inc. of Florida -- NOV12-0019. Alleged off-site objectionable odors. Agreed Final Order required odor remediation plan and administrative penalty of $99,000. Penalty paid and matter closed.

CRIMINAL MATTERS
None

BOND CLAIMS
None

BANKRUPTCY
None

EARLY TERMINATED CONTRACTS
None

SUSPENSION OR DEBARMENT BY PUBLIC ENTITIES
None

ETHICS REQUIREMENT
This RFP response is consistent with the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. No campaign contributions to current City Commissioners have been made.

FINANCIAL QUALIFICATION : FINANCIAL RESPONSIBILITY

Waste Management's financial strength stems from it's position as the leading provider of comprehensive waste services in North America. Revenue in 2013 was $13.98 billion and WM has an asset base in excess of $22 billion. Please see Letters of Reference from Bank of America attached as *Appendix B*, outlining our secure financial strength.

TAB H: Exhibits

EXHIBIT "A"

ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203

REGISTRATION FORM

Proposers should complete and return this form to the Finance office prior to 5:00 P.M. EST, July 31, 2015, in order to receive any addenda(s) issued for this RFP.

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: Waste Management Inc. of Florida

Contact Person: Ellen Smith Title: Government Affairs Manager

Street: 651 Industrial Way

City: Boynton Beach State: FL Zip: 33426

Telephone (561) 312 - 0000 Fax (954) 984 - 2058

E-Mail Address: esmith13@wm.com

Preferred Method of Receipt: email preferred

EXHIBIT "B"

ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203

RESPONDENT INFORMATION PAGE

Company Name: Waste Management Inc. of Florida

Authorized Signature: _____ Timothy B. Hawkins
Signature — Print Name

Title: President

Physical Address: 2700 Wiles Road
Street

Pompano Beach, FL 33073
City — State — Zip Code

Telephone: 954-984-2005 Fax: 954-956-2250

Email Address: thawkins@wm.com

Web Site (if applicable): www.wm.com

Federal Identification Number: 59-109-4518
This is a requirement of every respondent.

EXHIBIT "C"

ROLL-OFF SERVICES FOR COMMERCIAL & RESIDENTIAL
RFP #15-203

CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

As the person authorized to sign this statement on behalf of Waste Management Inc. of Florida, I certify that Waste Management Inc. of Florida complies fully with the above requirements.

Authorized Representative's Signature _____ Date: August 10, 2015

Name: Timothy B. Hawkins Position: President

15

WASTE MANAGEMENT

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APPENDIX A

EXPERIENCE

Waste Management is the leading provider of comprehensive waste management and recycling services in the United States. The Company has been in this business almost 110 years, founded in 1894. Waste Management serves municipal, commercial, industrial and residential customers throughout the United States, Canada and Puerto Rico.

The Company's size and range of actives includes:

a) 367 collection operations
b) 355 transfer stations
c) 273 active landfill disposal sites
d) 16 waste-to energy plants
e) 143 recycling plants
f) 111 beneficial-use landfill gas projects and;
g) 6 independent power production plants

With the sixth largest trucking fleet in North America (the largest in its industry) and a vast network of facilities, **Waste Management is able to maximize its productivity through efficient routing, pricing and labor utilization.**

Waste Management's network of operations allows the company to offer a full range of environmental services to approximately 25 million residential and over 2 million commercial customers throughout its operating area.

In South Florida, we service approximately 65 municipalities and 22 counties with a fleet of over 780 collection vehicles. The bench is deep for whatever may be needed to satisfy this contract.

Ten Comparable Projects in Florida

MUNICIPALITY AND ADDRESS	Experience	Start Date	Expiration Date	# of Units Serviced
Brevard County (Cocoa & Melbourne) 2725 Judge Fran Jamieson Way Viera, FL 32940	Automated Residential and Commercial Solid Waste, Yardwaste, Bulk, Recycling and Roll Off Collection and Disposal Services	6/21/1988	9/30/2020	100,069
Charlotte County 18500 Murdock Circle Port Charlotte, Floride 33948	Automated Residential and Commercial Solid Waste, Yardwaste, Recycling and Roll Off Collection and Disposal Services	9/13/1977	9/30/2020	84,000
Hillsborough County 601 E Kennedy Blvd Tampa, FL 33601	Automated Residential Collection & Disposal of Solid Waste and Recyclable Materials	10/1/1997	9/30/2020	81,000
Osceola County 4400 Hunt Road Kissimmee, FL 34746	Residential and Commercial Solid Waste, Automated Yardwaste and Roll Off Collection and Disposal Services	10/1/2005	9/30/2018	53,000
Manatee County 4410 66th Street West Bradenton, FL 34210	Automated Residential and Commercial Solid Waste, Yardwaste, Recycling and Roll Off Collection and Disposal Services	10/1/2001	9/30/2016	43,000
Palm Bay, City of 120 Malabar Rd, SE Palm Bay, FL 32907	Automated Residential and Commercial Solid Waste, Yardwaste and Roll Off Collection and Disposal Services	10/1/1991	9/30/2020	42,996
Collier County 2685 South Horseshoe Drive-Suite 103 Naples, FL 34104	Automated Residential and Commercial Solid Waste, Yardwaste, Recycling and Roll Off Collection and Disposal Services	5/1/1995	12/31/2038	108,400
Tamarac, City of 7525 NW 88 Avenue Tarmac, FL 33321	Atuomated Residential and Commercial Solid Waste, Yardwaste, Bulk and Roll Off Collection and Disposal Services	10/1/2000	9/30/2020	32,000
Melbourne, City of 900 E. Strawbridge Avenue Melbourne, FL 32901	Automated Residential and Commercial Solid Waste, Yardwaste, Recycling and Roll Off Collection and Disposal Services	10/1/2010	9/30/2015	31,695
Riviera Beach, City of 600 West Blue Heron Blvd. Riviera Beach, FL 33404	Automated Residential and Commercial Solid Waste, Yardwaste, Bulk, Recycling and Roll Off Collection and Disposal Services	3/1/2011	9/30/2016	32,000
Wellington, Village of 12300 Forest Hill Blvd. Wellington, FL 33414	Automated Residential and Commercial Solid Waste, Yardwaste, Recycling and Roll Off Collection and Disposal Services	10/1/2008	9/30/2015	22,080

EXPERIENCE

SIMILAR CONTRACTS

Jurisdiction	Single Family Units Curbside	Commercial Cubic Yards	No. of Years Serviced
Brevard County	100,069	735,000	27
Hillsborough County	81,000	2.9 million	18
Village of Wellington	22,080	272,000	7
Collier County	108,400	3.3 million	10
Manatee County	43,000	735,000	7

WASTE MANAGEMENT

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APPENDIX B

FINANCIAL STRENGTH

Bank of America

March 13, 2015

Village of Wellington, Florida
12300 Forest Hill Boulevard
Wellington, FL 33414

RE: RFP 035-14/ED for Collection of Solid Waste and Recyclable Materials

To Whom It May Concern:

Bank of America, N.A. has had the pleasure of doing business with Waste Management Inc. and its subsidiaries for approximately 20 years. Not only do we enjoy a comprehensive treasury management relationship, but we also have a very significant credit relationship. We are the Administrative Agent for and a participant in, the company's five-year $2.25 billion Revolving Credit Facility, which has been handled as agreed.

Waste Management has adequate financial resources and all of their accounts are in good standing. Should you have additional questions about our relationship with Waste Management, please do not hesitate to contact me at: Tel: 617-434-5751 or by email at: maria.f.maia@baml.com .

Thank you for your time.

Sincerely,
Bank of America, NA
100 Federal Street
Boston, MA 02110

Maria F. Maia
Managing Director

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Devina A. Rankin
Vice President & Treasurer

WASTE MANAGEMENT

WASTE MANAGEMENT, INC.
1001 Fannin, Suite 4000
Houston, TX 77002
(713) 394-2189
(713) 942-1580 Fax

RE: Waste Management Inc. of Florida

Dear Sirs,

The purpose of this communication is to indicate that in the event that Waste Management Inc. of Florida ("WMF") is selected to provide service as outlined in the request for proposal, Waste Management, Inc. (WMI), as the ultimate parent of WMF, fully intends to provide all necessary financial assurance required to support WMF's performance under the agreements entered into with the City. In addition, WMI will support WMF, to the extent necessary, to ensure that WMF can fund all capital and other needs required for the proposed agreements.

To demonstrate WMI's ability to provide such financial assurance and to meet such capital requirements, we provide the following information with respect to the Company's financial position:

- WM maintains a $2.25 billion revolving credit facility that can be used to support letters of credit and/or cash advances for its operating companies, including WMF. This credit facility is supported by commitments from 20 financial institutions, all of whom have strong credit ratings and financial positions. As of September 30, 2014, WM had approximately $868 million of letters of credit outstanding under this facility and $585 million of outstanding borrowings. Accordingly, available credit under this facility for incremental letters of credit and/or cash advances was $797 million.
- WM is a seasoned issuer of senior notes in public markets and investor demand for the Company's bonds is strong. In May 2014, we issued $350 million of 3.5% senior notes due May 15, 2024. Investor demand for these bonds was over five times higher than the Company's issuance size, indicating that WM has meaningful access to liquidity in the marketplace.

If you would like any additional information to support your consideration of WMI's ability to provide necessary financial assurance or capital funding, please feel free to contact me at 713-394-2189 or drankin@wm.com.

Sincerely,

Devina A. Rankin
Vice President & Treasurer

APPENDIX C

LETTERS OF REFERENCE

October 3, 2014

To Whom It May Concern:

Waste Management Inc. is Worthing Place's preferred vendor for waste service, recycling, compactor rental and repairs, etc. We have relied on them for many years not only to reliably maintain the pick-up schedules, their equipment, but also to be responsive in times of need.

We were very pleased with their service, their expertise, their professionalism on the job and their ability to meet our service needs. I not only have 217 residential units, but I also have two restaurants, Salt7 and Park Tavern as well as a blow-dry bar, Cloud 10. The retail space is where we find that Waste Management has been very flexible with us when we need extra pickups during a busy season or an event, holiday, etc. Whenever we have needed service on the equipment they did an excellent job repairing equipment and fast.

Greystar has a large portfolio of residential properties and in subsequent years, I personally worked in various cities/counties, Waste Management has been the preferred vendor for those properties.

There is a level of trust, when I am out of town or on vacation, that Waste Management will take care of my technicians directly and get any needs answered.

There have been some tests. At times we've had issues with equipment that didn't work as expected. Most times, this has been the result of misuse from tenants. Waste Management has always come through with completion to our satisfaction, making sure that we had what we needed. They have been innovative in their solutions, even when it meant more work and less gain with additional pickups or more compactors delivered. They stand behind their work too. When they've discovered issues, they don't leave us hanging – they advise us before we are even aware of the situation, they come to the plate and do what is required. They provide electronic updates and notifications for any changes to a regular pick-up and call me if there is ever going to be a delay. That is what enhances our overall relationship.

Waste Management has proven their commitment to us over the years. They have provided excellent service, they go the extra mile when we need their help, they respond to calls from many different departments within our company, they work professionally around our employees and customers, their service people comply with our safety guidelines, and they meet and often exceed our expectations.

If you ask why we name Waste Management as our preferred vendor I respond it's because they've earned that designation by their commitment to serve us without fail. We can depend on them. We know it and they make sure of it.

Best Regards,

Jennifer A. Falco
Community Manager

Printed on Recycled Paper

July 14, 2014

Mayor Cary Glickstein
City of Delray Beach
100 Northwest First Avenue
Delray Beach, FL 33444

RE: Waste Management and New RFP for waste hauler

Dear Mayor Glickstein:

On behalf of Delray Beach Arts and Festival Management Group, I felt it was important to take a moment to write this letter to commend Waste Management for its over 20 years of corporate and community support for our organizations and the special events that we produce.

17 years ago our non-profit organization, Delray Beach Arts, created the Delray Beach Garlic Fest. Seven years ago, our for-profit company, Festival Management Group, was contracted to produce the events for the Delray Beach Chamber of Commerce (which include the Delray Affair, Luminary Gala, Golf Tournament, Prayer Breakfast and the Wine & Seafood Fest). From the beginning, Waste Management partnered with these events to provide both cash sponsorships and in-kind services. Their support has always been crucial to the financial success of the events and we have deeply appreciated their support as we strive to work together to make Delray Beach a great city in which to live, work and play.

Corporate partnerships are vital in this effort, and Waste Management has stepped up repeatedly to assist our organization meet its commitment to the community. Just in past seven years Waste Management has contributed over $52,100 in cash and $79,000 in in-kind services (Please note: prior to our contract with the Chamber of Commerce, they have partnered for *at least* 10 years prior with the Delray Affair, Luminary Gala, Golf Tournament and Prayer Breakfast increasing the amount of in-kind and cash sponsorships to well over $500,000)

Event	In-Kind	Cash
Garlic Fest	$28,000	$15,000
Delray Affair	$42,000	$10,500
Wine & Seafood	$9,000	
Luminary Gala		$17,500
Golf Tournament		$5,250
Prayer Breakfast		$3,850
	$79,000	$52,100

This past year we were facing huge, unforeseen financial hits to the events due to the lawsuit between Waste Management and the City of Delray Beach. Since this news came to us after annual budgets had been approved, our events were facing large potential deficits. Because of their commitment to the long-time relationship that had been developed over the past 20+ years, and their commitment and passion for these events , Waste Management blessed us by finding a way to waive the equipment, removal and disposal fees associated with the events!

We are asking you consider incorporating in the RFP for waste removal and disposal request an outline of the company's community involvement, sponsorships of community projects and events and most importantly outline the relevant levels and examples to be included as a part of the RFP application. As this potential huge transition will begin during our peak season and we feel that it will provide you with a fair assessment when comparing apples to apples for selecting the waste company for Delray Beach.

140 NE 1st Street * Delray Beach, FL 33444
561-279-0907

WASTE MANAGEMENT

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Sincerely,

Nancy Stewart Franczak

Nancy Stewart-Franczak
Executive Director

Cc: Vice Mayor Shelly Petrolia
Deputy Vice Mayor Jordana Jarjura
Commissioner Adam Frankel
Commissioner Al Jacquet

WASTE MANAGEMENT

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Greg Ross, Mayor
Lisa Maliozzi, Commission
John Sims, Commissioner
James C. Curran, Commis
Jeff Green, Commissioner
Bruce Loucks, City Manag

THE CITY OF COOPER CITY
Someplace Special

BROWARD COUNTY, FLORIDA
P.O. BOX 290910
9090 Southwest 50th Place
Cooper City, Florida 33329-0910
(954) 434-4300 • Fax: (954) 434-5099
coopercityhall@coopercityfl.org

February 27, 2013

To Whom It May Concern:

This letter is to attest to the service reliability, community involvement and good working relationship that the City of Cooper City has enjoyed with Waste Management. As a valued partner of the City of Cooper City, Waste Management offers strength, security and reliability in our community due to its vast experience, assets and personnel. Waste Management provides for our solid waste collection and recycling services in a timely, professional manner and provides excellent customer satisfaction to our residents, businesses and City Administration. They are good corporate citizens of our Community and are always ready to support our scholarship, educational, athletic and Green Initiative programs. Recently Waste Management provided $7,500 in college scholarship opportunities for our graduating Seniors. They have also provided specialized recycling containers for a successful high school Senior project.

I highly recommend Waste Management for any solid waste, recycling and green initiative programs that you may look to provide to your community. We look forward to a continued working relationship with the staff and management of Waste Management in the future.

Sincerely,

Bruce D. Loucks

Bruce D. Loucks
City Manager

BDL/mpa

Abeleina Properties, Inc.

DELRAY BEACH, FLORIDA

Waste Management
651 Industrial Way
Boynton Beach, Florida 33426

October 23, 2014

Attention: Pat Eberly

Dear Sir:

The purpose of this letter is to relate to you the experience that we have had with your company.

Abeleina Properties, Inc. has had commercial buildings located in the Central Core Business District of downtown Delray Beach for many decades. We have contracted the services of Waste Management and have experienced a good working relationship for many of those years. Whenever problems have risen, which will inevitably occur from time to time, your company's staff has consistently resolved them without delay.

Your personnel have always been pleasant, reliable, cooperative and very professional. We have enjoyed, and look forward to continuing, our business relationship.

Very truly yours,

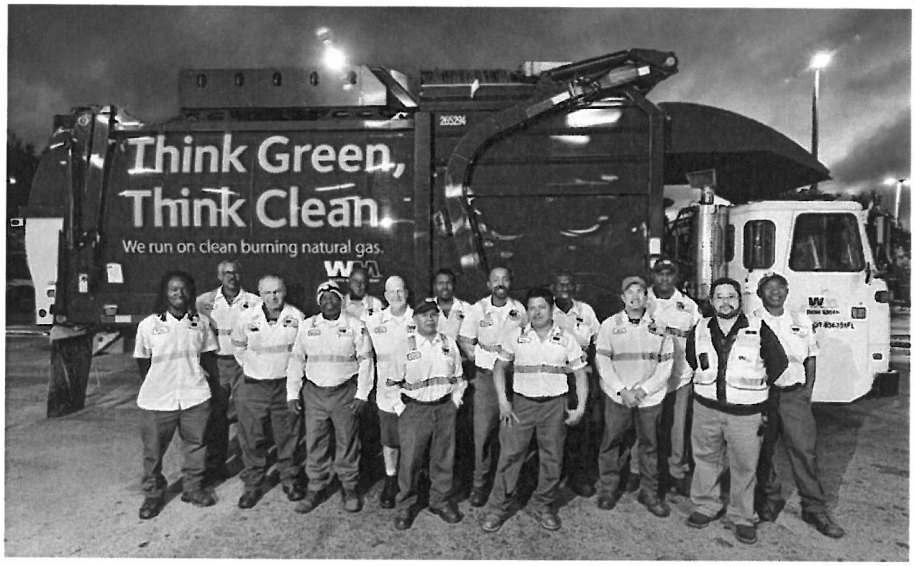
Robert A. George, M.D.

Robert A. George, M.D.
Treasurer

RAG/ja

WASTE MANAGEMENT

Printed on Recycled Paper



- "I certainly would be lost without their care and the work they do. I think they deserve an 'A.'" Ramona B.
- "I am for keeping Waste Management. I think the guys do a great job. They are very respectful and never leave a mess. I do respect the fact of keeping our air clean and our community nice, green and healthy." Mrs. P.
- "I've been here for 21 years. I support Waste Management because they have done a very good job. They seem to go out of their way and they don't leave a mess behind them." Eileen K.
- "I tremendously support Waste Management continuing the collections for the Village of Wellington. They've been a tremendous help, they've done a wonderful job and they're good for the environment in all the things that they do." Mike G.
- "I think their pick up times are good. I think their waste recycling program is good and the garbage and vegetation bin pickup is a good service. They do a very good job." Kathleen S.

Printed on Recycled Paper

Report Cards: Testimony of Excellent Service – other Government Customers:

In the Village of Wellington, Waste Management gets a monthly Report Card. After a recent storm, Village of Wellington wrote:

> Based on reports and data in addition to field operations, Wellington has prepared this document evaluating Waste Management's performance....Our internal route audits and filed observations show no missed routes for the month of August 2012. In every performance evaluation, I always mention exceptional service...this month and last month your Wellington drivers, Supervisor Miguel Rosario and Manager Glenn Miller...*have shown what exceptional service really means.* In the aftermath of Tropical Storm Isaac, Wellington had roads and streets that were inaccessible due to the amount of rainfall. Your drivers made every effort possible to service our residents and even went back to check on water levels to see if they could service any more residents on their routes. It is great to know when the pressure is on, Waste Management...will rise to the occasion.

(Letter to WM from Jesse Wright, Solid Waste Department 9/26/2012, emphasis added.)

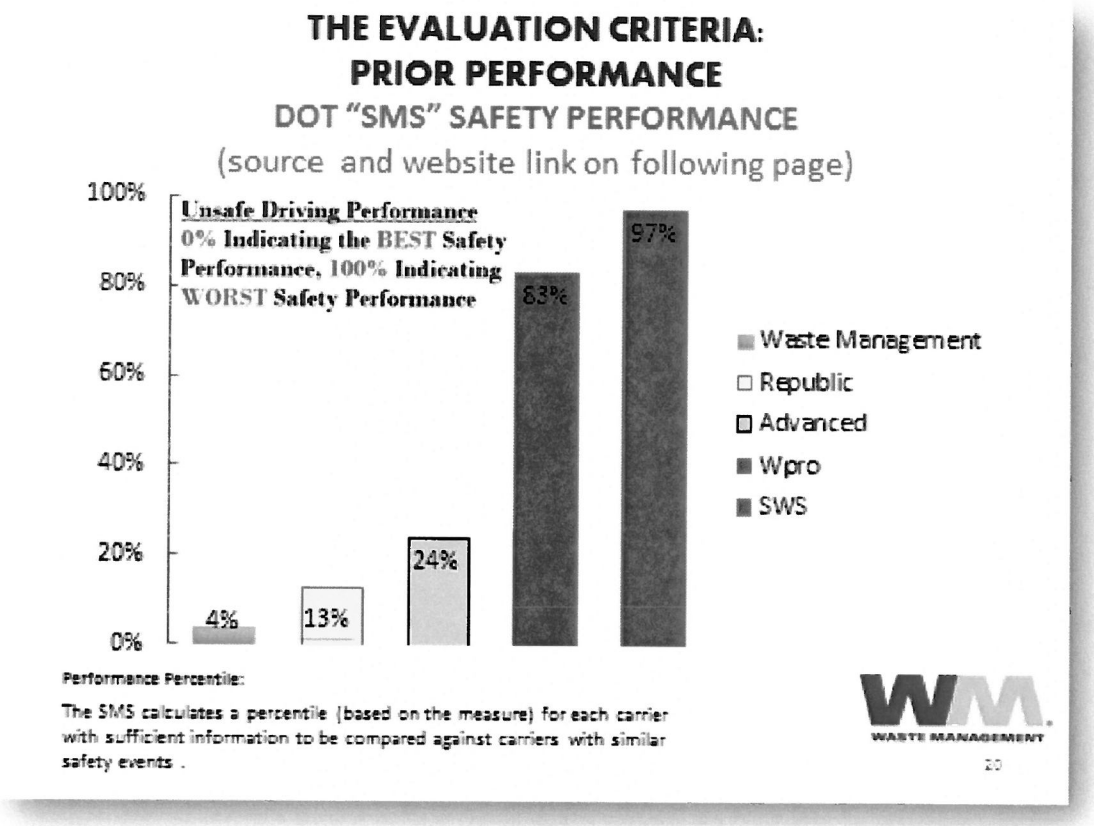
APPENDIX D

COMPARATIVE SAFETY METRICS

Waste Management's safety performance has ranked among the best in our industry in recent years, even as overall rates in our industry have continued to improve. We work actively with our trade association, the National Waste & Recycling Association, in its efforts to educate the public on how they can make day-to-day sanitary service operations safer for everyone.

Local safety is especially important in a family-oriented bedroom community such as Lake Worth. Our drivers know the safest route to take to avoid school start and end times. Our drivers know how to collect waste unobtrusively during peak season and to maneuver around the seasonal resident influx.

The following chart compares our Florida Safety record to other local haulers.



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SAFETY SOURCES & WEB LINK

(FOR PRECEEDING PAGE)

U.S. Department of Transportation
Federal Motor Carrier Safety Administration
Safety and Fitness Electronic Records (SAFER) System

FMCSA
Federal Motor Carrier Safety Administration

SMS Safety Measurement System

http://safer.fmcsa.dot.gov/CompanySnapshot.aspx

APPENDIX E

HIRING AND TRAINING

The Role of the District Manager

The District Manager, Glenn Miller, is responsible for all operations in southern Palm Beach County and for the safety of over 250 employees at the hauling company. He is engaged in the hiring and training of all district employees, ensuring that they receive the required training, and maintains the financial health of the district by constantly reviewing operating expenses.. The District Manager is also an expert in all matters related to the contract.

Roger Saneeth, our Lake Worth Route Manager.

, reports directly to the District Manager and is supported by the operations group, which includes a full maintenance shop, operation specialist, dispatcher, customer service representatives and driver trainers.

At the end of the day, every driver must check in with the dispatch department before leaving for the day. The dispatcher will review the driver's route sheet and ensure that any service issues have been properly communicated to the customer along with the planned resolution. The driver will also confirm for the dispatcher that all the work for the day has been completed.

Quality Assurance

Our commitment to safety and training is continuous and ongoing. This includes:

- Daily "tailgate" trainings and supervisor observed compliance of laws and safety protocol
- Weekly route-specific "tailgate" meetings and drive-alongs
- Monthly formal observations conducted by supervisors and documented in our electronic database
- Video observations subcontracted from *SafeComm Services* which are documented and evaluated
- Annual driver qualification review to verify that drivers meet minimum safety requirements and have not been disqualified during the year.
- In the unlikely event that a collision has occurred, the WM driver involved is thoroughly investigated for cause, liability and for any re-training that may be necessary. The driver is then road tested to ensure that he or she can safely operate and drive the equipment on a continuing basis.

Waste Management also extends it's Quality Assurance program by monitoring every customer's waste output and collection at least 5 times per month both internally and also by a 3rd party vendor.

Hiring Process

Providing the safest possible service starts with hiring the right employees. Potential employees must pass a criminal background check, as well as a pre-employment drug screen. All employees undergo testing for use of alcohol and drugs (amphetamines, cocaine, cannabinoids, opiates and phencyclidines) and thereafter, random tests are given to all employees who operate company vehicles on a regular, on-going basis.

We diligently investigate each applicant's work history by contacting previous employers to validate both history and work habits, as well as checking references which we ask the applicant to provide.

Strength Through Training

The foundation of safe, reliable service is well-trained employees and research shows that drivers trained at our centers are significantly less likely to leave the company, and statistically have fewer accidents. This translates into safer, engaged drivers on your streets.

Training begins in the classroom with two full days covering all safety programs required by the Department of Transportation. Another full day is dedicated to a thorough review of our M2Z Rule Book (Mission to Zero accidents and injuries). The Rule Book outlines specific actions required of the drivers to keep them safe in a variety of situations that they often face daily while on the job. The fourth and final classroom-training day is dedicated to our Safe Driving Practices Program. This program discusses the need for drivers to maintain a high level of overall physical fitness to perform their job safely including proper eating and sleeping habits.

Every new employee attends an 80-hour orientation that includes, but is not limited to, Rule Book Review, Safe Driving Practices, selected training from the Waste Management produced Driving Science Series modules, Risk Recognition, Service Machine, Vehicle Pre-Trip, DVIR Guide, Hours of Service, Benefits and Policies. After successfully passing this two-week orientation, there is a 90-day "On the Job" (OJT) training at the home location where performance is carefully monitored and evaluated by the Driver Trainer, Route Manager, Operations Manager and the District Manager; the new hire must pass the OJT within 90 days in order to be released to drive. Drivers are further trained for 100 hours with trainers who ride along with them, and then are observed for 600 probationary hours to evaluate their real performance on the road.

Additionally, there are 32 combined hours of vehicle operations training in both controlled and route environments focusing on backing, overhead obstacles, and defensive routing. We ensure all employees stay current on the information needed to be safe in all aspects of their jobs throughout their tenure with Waste Management.

At Waste Management's corporate training facility in Fort Myers, Florida, our drivers learn how to handle potentially dangerous scenarios in the safety of our tactical truck simulator. The simulator takes drivers through everyday situations, from driving on the highway to urban city settings. Pre-programmed to respond like one of several vehicles in our fleet, including a loaded 13-ton waste truck, the training courses include lifelike interactive weather elements, traffic signals, pedestrian facsimiles and virtual vehicles that stop suddenly or change lanes erratically. Drivers have a multi-screen view that imitates the actual view from their vehicle. The steering wheel and seat in the simulator provide realistic sensations — so that the driver feels the bumps in the road and the pull of the steering wheel. At the end of a full training session, drivers receive a comprehensive evaluation of their performance in key safety areas.

APPENDIX F

EQUIPMENT THAT SETS US APART

- **Onboard Computing System (OCS)** - Waste Management's Onboard Computing System is a cutting-edge technology solution that enables our collection operations to provide the best customer service in the waste industry. OCS allows us to plan, confirm and execute service using mobile tablet computers and has been implemented throughout Waste Management's Florida operations. In-short, OCS allows us to know instantaneously in real time the status of routes.
- **Drive-Cam** - Monitors driver actions and behavior while operating the truck. Forward facing camera is invaluable for use in evaluating driver reaction to various traffic conditions and accident prevention, as well as accident investigation. Drive Cam, a palm-sized digital video event recorder mounted on the windshield of WM collection vehicles, tracks leading safety indicators to identify and correct risky behavior before accidents occur, further protecting your citizens and visitors, as well as our employees. The DriveCam Program also contributes to Waste Management's company focus of implementing green initiatives. Drive Cam equipped vehicles typically deliver an average of 12 percent reduction in fuel usage through the effective management of more efficient driving routes, and regulating excessive idling and vehicle speed.
- **Backup Camera** - Provides in cab, wide-angle view of the area behind the truck whenever the truck is placed in reverse gear. Actively reduces potential for backing accidents and enhances pedestrian safety.
- **Bus-Boy Mirrors** - Angled convex mirrors located on the front of the truck allowing the driver an unrestricted view of the area immediately in front of the truck. Especially valuable when children and/or adult pedestrians are present in both residential and congested downtown areas.
- **Trapezoidal Side Lights** - Floodlights located about halfway down the side of the body that comes on automatically when the truck is shifted to reverse. Bright flood lighting illuminates both sides of the truck and roadway providing an added margin of safety while backing in the dark.
- **LED Strobe Lights and Flashers** - Provides the best possible rear of truck visibility for approaching motorists. Improves safety for helpers while working at the rear of residential service trucks.
- **Sears Air Ride Drivers Seat** - Provides added comfort and excellent ergonomics for the driver. Includes eight-way adjustability including lumbar support to help reduce driver fatigue and improve overall performance.
- **Reflective Signage and Striping** - Highly reflective rear of vehicle striping and signage to provide exceptional margin of safety and visibility when approaching trucks from the rear during darkened hours.
- **Heavy Duty Disc Brakes** - Provide the very best stopping distance for heavy trucks in the industry. Exceeds all Federal Motor Vehicle Safety Administration requirements for heavy motor vehicle stopping distance.
- **Compressed Natural Gas (CNG) Power** - 90% of all new trucks purchased by Waste Management use CNG as the motor fuel. Lowest Green House Gas emission of any available motor fuel. Sustainable fuel is from 100% US and Canadian sources.

- **On-board Methane Detection** - Waste Management is the only US refuse hauler that specifies on-board methane detectors in all CNG powered vehicles. Methane detectors provide immediate visual and audible alarm for potential leaks from the CNG fuel tanks or lines. We provide the highest margin of safety for our drivers, helpers and the public.
- **Four Braid Hydraulic Hoses** - Part of Waste Management's standard truck body specification, doubling the safety margin against high-pressure hydraulic leakage.

APPENDIX G

AWARD WINNING LEADERSHIP

The City of Lake Worth is recognized as a premier South Florida Community. With vision and creativity and through effective partnerships, they have created an affordable and thriving climate for both families and businesses.

Similarly, Waste Management is proud of the recognition that it has received as a business and as and environmental leader. Waste Management is especially proud to be a great place to work and a world class environmental steward. Below are samples of our awards:

Dream in Green TAKE CHARGE

Green Innovator Award

WORLD'S MOST ETHICAL COMPANIES® ™
WWW.ETHISPHERE.COM

2015 Ethisphere's List of
World's Most Ethical Companies
8 time winner

CR
CORPORATE RESPONSIBILITY MAGAZINE

Best Corporate Citizen Award
In the Services Category

HUMAN RIGHTS CAMPAIGN.

Best Places to Work for LGBT
Equality Corporate Equality Index

WILDLIFE HABITAT COUNCIL

Conservation and Education Award

MF MILITARY FRIENDLY™

G.I. Jobs Magazine
Top 100 Military Friendly Employer

COUNCIL for RESPONSIBLE SPORT

Phoenix Open Gold Certification
For Responsible Sport

Southeast Florida A Green Class Operation

WM WASTE MANAGEMENT

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AGENDA DATE: October 20, 2015, Regular Meeting **DEPARTMENT:** City Commission

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EXECUTIVE BRIEF

TITLE:
Designate delegates during the 2015 National League of Cities Congress of Cities on November 4-7, 2015 in Nashville, TN

SUMMARY:
This item is to select a voting delegate and alternate voting delegate for the National League of Cities' Annual Business Meeting held during their annual Congress of Cities and Exposition in Nashville, Tennessee on November 4-7, 2015.

BACKGROUND AND JUSTIFICATION:
Annually, the National League of Cities holds a conference to provide opportunities for networking among officials from across the state as well as conducting the annual business meeting. Numerous presentations and panel discussions help officials stay current on important issues affecting local government. Attendees engage in discussing specific problems with their peers, identifying solutions and sharing ideas. This year, local officials from across the country will join to explore trends and insights to help them take their city forward. Conference topics cover the most pressing issues faced by local officials today, including: economic development, sustainability, public safety, community demographics, leadership relationships, technology and data uses, improving outcomes for youth in your community, and transportation and alternatives, which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

A voting delegate and an alternate voting delegate need to be appointed to represent the City during the business meeting. Vice Mayor Scott Maxwell was designated as voting delegate and Commissioner Andy Amoroso as alternate voting delegate during the 2014 National League of Cities' Annual Business Meeting during the annual Congress of Cities and Exposition in Austin, Texas.

MOTION:
I move to appoint _____ as the voting delegate and _____ as alternate voting delegate for the National League of Cities Annual Business meeting.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Conference Information
Voting Delegate Form

NATIONAL LEAGUE of CITIES | 2015 CONGRESS of CITIES Nashville MUSIC CITY

NASHVILLE, TN | NASHVILLE MUSIC CITY CENTER | NOVEMBER 4-7, 2015

Why Attend

Only once a year do local leaders – both elected and staff – have such a unique opportunity to come together and learn from experts and each other. The 2015 Congress of Cities and Exposition will give you plenty of opportunities to learn with NLC University seminars to build your technical and leadership skills, Mobile Workshops around Nashville that showcase collaborative solutions to issues facing local government, and an abundance of conference workshop sessions spanning the topics most relevant to you and your community:

- Economic Development
- Technology and Data Uses for Cities
- Sustainability
- Leadership Relationships
- Demographics
- Transportation and Alternatives
- Climate Change and Impacts on Cities
- Cultural and Social Issues in the Community
- And More!

But the value comes outside the educational sessions too. You'll find some of your best ideas and connections through other conference activities:

Exposition Hall: Over 275 vendors will be on hand to introduce you to new products, services, and programs that may offer a perfect solution to your city or town. All it takes is one great idea.

Networking Events: Whether it's the opening reception, closing gala, any of the Constituency Group events or State Municipal League receptions, there is no shortage of opportunities for you to meet and build relationships with other local leaders to exchange ideas at the conference and beyond. Or, use these events simply to strengthen your relationships with your own staff and colleagues outside the walls of City Hall.

Constituency Group Events: Many of these events are open to all attendees (though some require ticket purchase). Constituency groups provide a great opportunity to find a niche within NLC and meet others with common backgrounds or interests.

NLC Governance Activities and Meetings: The Congress of Cities and Exposition is the culmination of NLC's policy and governance work for the year. Get involved by attending a policy committee meeting and the annual business meeting to learn how you can have your say in NLC. After all, it's your organization!

Need help justifying your attendance to others? Use this justification letter and customize it to your needs, then submit it to your supervisor or decision maker.

NATIONAL LEAGUE of CITIES | 2015 CONGRESS of CITIES Nashville MUSIC CITY

NASHVILLE, TN | NASHVILLE MUSIC CITY CENTER | NOVEMBER 4-7, 2015

Schedule at-a-Glance

Please note that some sessions and times are subject to change, but the schedule below can be used to help you plan your travel for the conference. Items with an (*) require separate registration to guarantee your place. You may add these sessions during the initial online registration process, or you may log back in to the registration site to add them later.

Tuesday	
3:00 – 5:00 pm	Registration Open
Wednesday	
7:00 am – 5:00 pm	Registration Open
8:30 – 11:30 am	NLC University Seminars *
8:30 – 11:30 am	Mobile Workshops *
12:30 – 3:30 pm	NLC University Seminars *
12:30 – 3:30 pm	Mobile Workshops *
1:00 – 3:00 pm	Board Executive Committee Meeting
1:00 – 3:00 pm	Policy & Advocacy Committee Meetings
3:30 – 4:45 pm	Exhibit Hall Welcome Reception
3:30 – 5:00 pm	Board Committee Meetings
Thursday	
7:00 am – 5:30 pm	Registration Open
8:00 – 10:00 am	Board of Directors Meeting
8:30 am – 12:30 pm	Solution Sessions
9:00 am – 12:00 pm	NLC University Seminars *
9:00 am – 12:00 pm	Mobile Workshops *
9:00 am – 1:30 pm	Exhibit Hall Open
10:15 am – 12:00 pm	Resolutions Committee Meeting
12:00 – 1:00 pm	Board of Directors Lunch
12:00 – 1:15 pm	NLC University Leadership Luncheon *
1:30 – 3:00 pm	Opening General Session
3:15 – 5:15 pm	Exhibit Hall Open
4:00 – 5:00 pm	Workshops
4:00 – 5:30 pm	Big Ideas for Small Cities
4:00 – 6:00 pm	Nominating Committee Meeting
5:15 pm – 6:15 pm	Tail Gate Party: Member Council Reception

Friday

7:00 am – 5:30 pm	Registration Open
9:00 am – 12:00 pm	Center Stage Session
9:00 am – 1:30 pm	Exhibit Hall Open
12:00 – 1:15 pm	Lunch in the Exhibit Hall
1:30 – 5:00 pm	Workshops

Saturday

7:30 am – 2:30 pm	Registration Open
9:00 am – 12:30 pm	Workshops
12:30 – 2:00 pm	Closing General Session Lunch
2:30 – 4:30 pm	Annual Business Meeting
6:30 – 10:30 pm	City of Nashville Closing Event

NATIONAL LEAGUE of CITIES

2015 Officers

President
Ralph E. Becker
Mayor
Salt Lake City, Utah

First Vice President
Melodee Colbert-Kean
Councilmember
Joplin, Missouri

Second Vice President
Matt Zone
Councilmember
Cleveland, Ohio

Past President
Christopher B. Coleman
Mayor
Saint Paul, Minnesota

Chief Executive Officer/
Executive Director
Clarence E. Anthony

Deputy Executive
Director
Antoinette A. Samuel

September 22, 2015

Pamela Lopez
City Clerk
City of Lake Worth
7 N Dixie Hwy
Lake Worth, FL 33460-3787

Dear City Clerk Lopez:

The National League of Cities' (NLC) Annual Business Meeting will be held on Saturday, November 7, 2015, at the conclusion of the Congress of Cities and Exposition in Nashville, Tennessee. As a direct member city, your city is entitled to vote at this meeting. Based on population as of the 2010 Census, each member city casts between one and twenty votes. The number of votes for each population range can be found below.

POPULATION	VOTES	POPULATION	VOTES
Under 50,000	1 vote	500,000 – 599,999	12 votes
50,000 – 99,999	2 votes	600,000 – 699,999	14 votes
100,000 – 199,999	4 votes	700,000 – 799,999	16 votes
200,000 – 299,999	6 votes	800,000 – 899,999	18 votes
300,000 – 399,999	8 votes	900,000 and above	20 votes
400,000 – 499,999	10 votes		

To be eligible to cast a city's vote, a voting delegate and/or alternate(s) must be officially designated by the city using the enclosed credentials form and the city's membership in NLC must be up to date. NLC bylaws expressly prohibit voting by proxy.

At the Congress of Cities, the voting delegate must pick up and sign for the city's voting card at the Ask NLC Booth before the Annual Business Meeting and must be present at the Annual Business Meeting to cast the city's vote. The Ask NLC Booth will be open during scheduled times throughout the Congress of Cities and Exposition.

Please return the completed form to NLC by mail, fax (202-626-3109) or email membership@nlc.org before October 30, 2015, and keep a copy for your files. If you have any questions, please contact Mae Davis, at mdavis@nlc.org or 202-626-3150; or contact Gail Remy, Director of Member Relations at remy@nlc.org, or 202-626-3026.

Thank you,

Clarence E. Anthony
Executive Director

Enclosure

1301 Pennsylvania Ave., NW, Washington, DC 20004-1763 | 202-626-3000 | Fax: 202-626-3043 | www.nlc.org

NATIONAL LEAGUE of CITIES

CREDENTIALS FORM

NATIONAL LEAGUE OF CITIES · 2015 CONGRESS OF CITIES AND EXPOSITION· NASHVILLE, TENNESSEE

At the Annual Business Meeting on Saturday, November 7, 2015, from 2:30 p.m. to 4:30 p.m., each direct member city of the National League of Cities (NLC) is entitled to cast from one to 20 votes based upon the city's population per the 2010 census, through its designated voting delegate. Please indicate below your city and state, your voting delegate and alternate(s), and sign and date the form. The form should be returned by October 30, 2015.

The official voting delegate and alternate(s) from:

City of Lake Worth Lake Worth, FL

FOR OFFICE USE ONLY
(DO NOT WRITE IN THIS SPACE)
Voting card issued to:

_____

(signature)

Votes: 1

VOTING DELEGATE:

1. NAME: _____

TITLE: _____

ALTERNATE VOTING DELEGATE(S):

2. NAME: _____

TITLE: _____

3. NAME: _____

TITLE: _____

PLEASE SIGN AND RETURN THIS FORM TO NLC BY OCTOBER 30, 2015
ATTENTION: MAE DAVIS, NATIONAL LEAGUE OF CITIES, 1301 PENNSYLVANIA AVE., NW, SUITE 550, WASHINGTON, DC 20004
EMAIL: MEMBERSHIP@NLC.ORG; FAX: 202-626-3109

Signature (city representative): _____

Title: _____ Date: _____

AGENDA DATE: October 20, 2015, Regular Meeting **DEPARTMENT:** City Commission

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EXECUTIVE BRIEF

TITLE:
Community Redevelopment Agency member removal process

SUMMARY:
This Item is a request for City Commission action on whether to begin the removal process of Oswaldo Ona, as a member of the Community Redevelopment Agency.

BACKGROUND AND JUSTIFICATION:
Section 2-59.1 of the Code of Ordinances provides for the forfeiture of membership on a board for absenteeism. This Section defines the criteria for forfeiture as, "…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."

The Community Redevelopment Agency; however, is a statutorily created board and subject to the regulations of Chapter 163, Part III. Specifically FS 163.356(4) which states, "the governing body may remove a commissioner for inefficiency, neglect of duty, or misconduct in office only after a hearing and only if he or she has been given a copy of the charges at least 10 days prior to such hearing and has had an opportunity to be heard in person or by counsel."

During the 12-month period between October 1, 2014 and September 30, 2015, the Community Redevelopment Agency held the following meetings, the below information indicates Mr. Ona's attendance record:

CRA Meetings	Meeting Type	Attendance
October 14, 2014	Regular	Present
November 18, 2014	Regular	Absent
December 9, 2014	Regular	Present
January 13, 2015	Regular	Present
February 10, 2015	Regular	Present
March 17, 2015	Retreat	Not Applicable
April 14, 2015	Regular	Present
April 28, 2015	Regular	Absent
June 9, 2015	Regular	Present
August 11, 2015	Regular	Absent
September 8, 2015	Regular	Present

Based on the above information, the Community Redevelopment Agency held 10 regular meetings within a 12-month period. During that period of time, Mr. Ona was absent three times. This represents an absenteeism of 30%, which exceeds the 20% threshold.

In keeping with the Commission's request, the Clerk's Office mailed Mr. Ona a letter reminding him of the City's attendance policy on April 30, 2015. On September 28, 2015, a letter was mailed to Mr. Ona informing him that the matter was scheduled for discussion during the October 20, 2015 Commission meeting. Both letters are attached.

MOTION:

I move to begin / not begin the removal process of Mr. Ona from the Community Redevelopment Agency and schedule a hearing on December 8, 2015.

ATTACHMENT(S):

Fiscal Impact Analysis - Not Applicable
Attendance policy reminder letters
Attendance records provided by CRA

OFFICE OF THE CITY CLERK
7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1662· Fax: 561-586-1750

April 30, 2015

Oswaldo Ona
826 North Palmway
Lake Worth, FL 33460

COPY

Dear Mr. Ona:

Please be advised that our office received the Community Redevelopment Agency attendance records from the Board's Secretary, which shows that you were absent for the November 18, 2014 and April 28, 2015 regularly scheduled meeting.

The City realizes that everyone has busy schedules and appreciates your willingness to be involved with the Community Redevelopment Agency; however, volunteering for a committee requires a commitment from its members.

The purpose of this letter is to remind you of the City's absentee policy, Section 2-59.1 of the Lake Worth Code of Ordinances, which states:

> 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.

It is the City's policy to remind volunteer members of the attendance policy. According to the attendance records, the Community Redevelopment Agency scheduled 11 regular meetings between May 2014 and April 2015, of which you were absent 18.18%.

If you have questions about the attendance policy, please feel free to contact Silvina Donaldson, Volunteer Coordinator at 561-586-1730.

Sincerely,

Pamela J. Lopez, MMC
City Clerk

cc: Andy Amoroso, Board Liaison
Christopher McVoy, Commissioner District 2

OFFICE OF THE CITY CLERK

7 North Dixie Highway
Lake Worth, FL 33460
561.586.1662

COPY

September 28, 2015

Oswaldo Ona
826 North Palmway
Lake Worth, FL 33460

Dear Mr. Ona:

Please be advised that our office received the Community Redevelopment Agency attendance records from the Board's Secretary, which shows that you were absent for the November 18, 2014, April 28 and August 11, 2015 regularly scheduled meeting.

The City realizes that everyone has busy schedules and appreciates your willingness to be involved with the Community Redevelopment Agency; however, volunteering for a committee requires a commitment from its members.

As is the policy of the City, the City Clerk's office sent you a reminder letter on April 30, 2015 about the below attendance policy as defined in Section 2-59.1 of the Lake Worth Code of Ordinances, and that you were absent for the November 18, 2014 and April 28, 2015 regularly scheduled meeting, which equaled 18.18%:

> 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.

Based on the attendance records provided by the Board's Secretary, which showed that you were also absent for the August 5, 2015 regularly scheduled meeting, you have exceeded the threshold of 20% of all meetings scheduled from October 2014 to September 2015.

As established in Chapter 163.356(4) Florida Statutes, only the Commission may remove a CRA member for inefficiency, neglect of duty, or misconduct in office after a hearing. The issue of moving forward with a hearing has been scheduled for the October 20, 2015 regular commission meeting for discussion.

If you have questions about the attendance policy, please feel free to contact Silvina Donaldson, Volunteer Coordinator at 561-586-1730.

Sincerely,

Pamela J. Lopez

Pamela J. Lopez, MMC
City Clerk

cc: Andy Amoroso, Board Liaison
Christopher McVoy, Commissioner District 2

LAKE WORTH

COMMUNITY REDEVELOPMENT AGENCY

29 South J Street Unit 1
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

To: S. Donaldson

From: Emily Theodossakos

The following is the attendance for the CRA Meeting on 8.11.2015

Madlyn McKendry	✓
Leah Foertsch	NP
John Paxman	✓
Osawaldo Ona	NP
Bernard Guthrie	✓
Cary Sabol	✓
Brendan Lynch	✓

LAKE WORTH

COMMUNITY REDEVELOPMENT AGENCY

29 South J Street Unit 1
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

To: S. Donaldson

From: Emily Theodossakos

The following is the attendance for the CRA Meeting on 042815

Madlyn McKendry	✓
Leah Foertsch	✓
John Paxman	✓
Osawaldo Ona	ABSENT
Bernard Guthrie	✓
Cary Sabol	✓

LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY OF LAKE WORTH
COMMISSION CHAMBERS
TUESDAY, NOVEMBER 18, 2014
6:00 P.M.

I. ROLL CALL:

The Recording Secretary called the meeting to order at 6:00 p.m. on the above date in the City of Lake Worth Conference Room located at 7 North Dixie Highway, Lake Worth, Florida.

Present were CRA Members Madyln McKendry, hip Guthrie, John Paxman, Cary Sabol & Leah Foertsch.

Also present was CRA Director, Joan Oliva

II. PLEDGE OF ALLEGIANCE:

III. AGENDA – ADDITIONS/DELETIONS/REORDERING:

IV. PUBLIC PARTICIPATION ON NON-AGENDAED ITEMS (3 minute limit):

V. PRESENTATION AGENDA:

a. Lucente Townhomes- New Development Update

For nearly a decade, the 1.5 acre block located at the corner of 2nd Ave. North & North 'J' Street has sat vacant (located behind the Post Office). However, thanks to the rebounding economy and a renewed interest in our City's vibrant downtown, this lot will soon be redeveloped. Two years ago, the northwest quadrant of this lot was purchased for future commercial use. In addition, this past summer, Kennedy Homes LLC purchased the remaining portion of this block (approximately 1.2 acres) for new residential construction.

Kennedy Homes LLC is proposing to build *The Lucente*, a 23-unit, owner occupied townhouse community in which each unit will contain 3 bedrooms and 2.5 baths. Each unit will also have its own two-car garage. This will not be a gated community and no additional security features are currently proposed at the site. According to the developer's website, the project is expected to begin construction in 2015 with prices of units to start in the mid $200,000's.

This project is currently in the site plan review and approval process with City of Lake Worth Staff. Once all revisions have been made to the initial plan, the applicant will request formal approval from the Lake Worth Planning & Zoning Board of Commissioners (assuming there are no variance requests). Although the CRA is not providing financial incentives to this development, we support the applicant as they seek approval and look forward to the redevelopment of this area in our downtown. Preliminary renderings, elevations, floor plans and a site plan have been included in the packets for review.

CITY OF LAKE WORTH
FLORIDA

The Art of Florida Living. SM

Fire Hydrant Workshop

The Art of Florida Living. SM

Fire Hydrant Workshop

v Fire Hydrant Coverage

v Fire Hydrant Pressure

The Art of Florida Living. SM

Fire Hydrant Workshop

v Fire Hydrant Coverage

- Progress since 2013
- FY 2015 – 2016 Projects

v Fire Hydrant Pressure

- Recent Fireflow Testing Results
- 2013 Water Model Results
- Future Projects

The Art of Florida Living. SM

Fire Hydrant Workshop

v **Fire Hydrant Coverage**

- **Progress since 2013**
- FY 2015 – 2016 Projects

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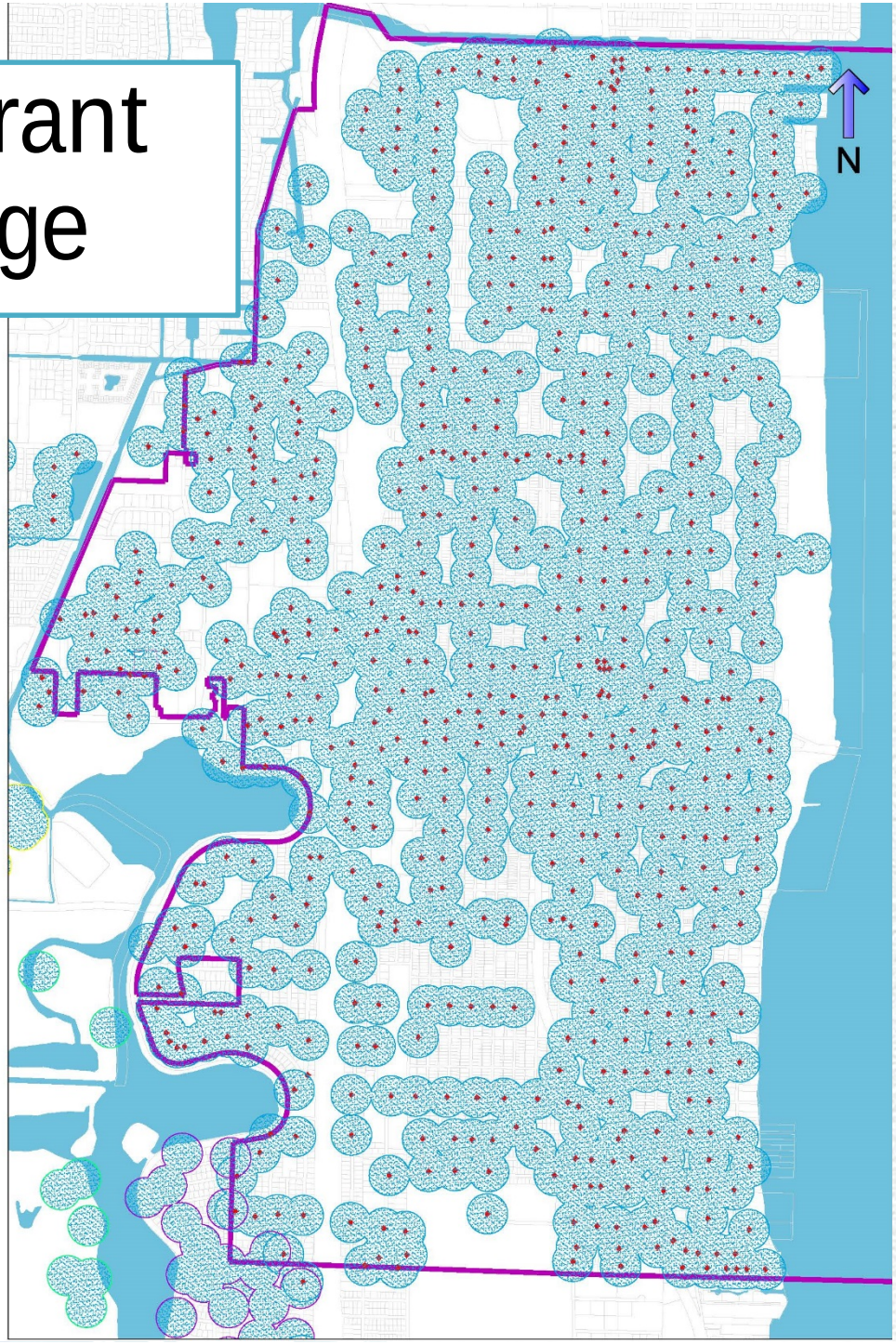
Fire Hydrant Coverage

Coverage = 300 foot Radius around fire hydrant

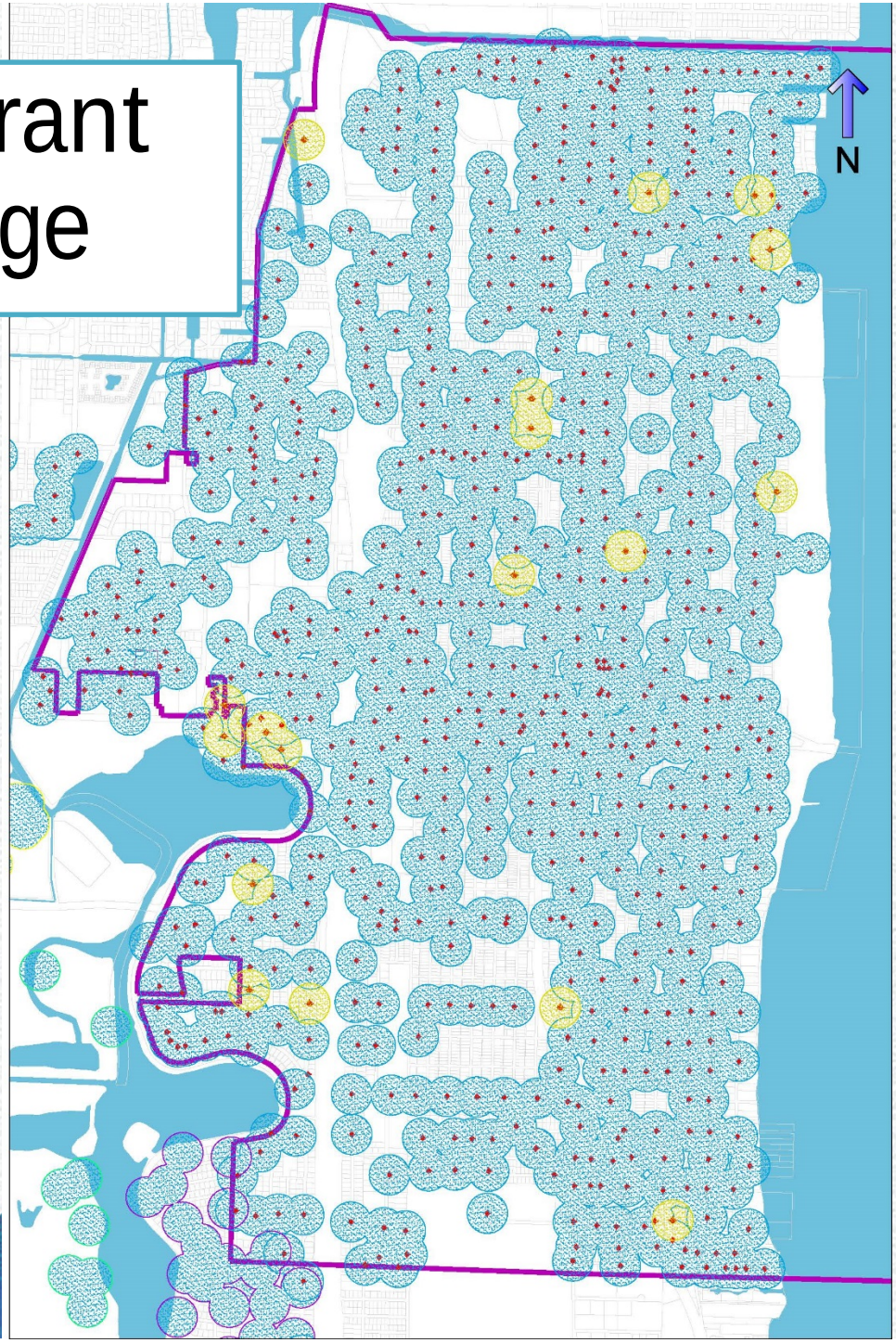
Needed an additional **140** fire hydrants for full coverage



Existing Fire Hydrants in 2013

Fire Hydrant Coverage

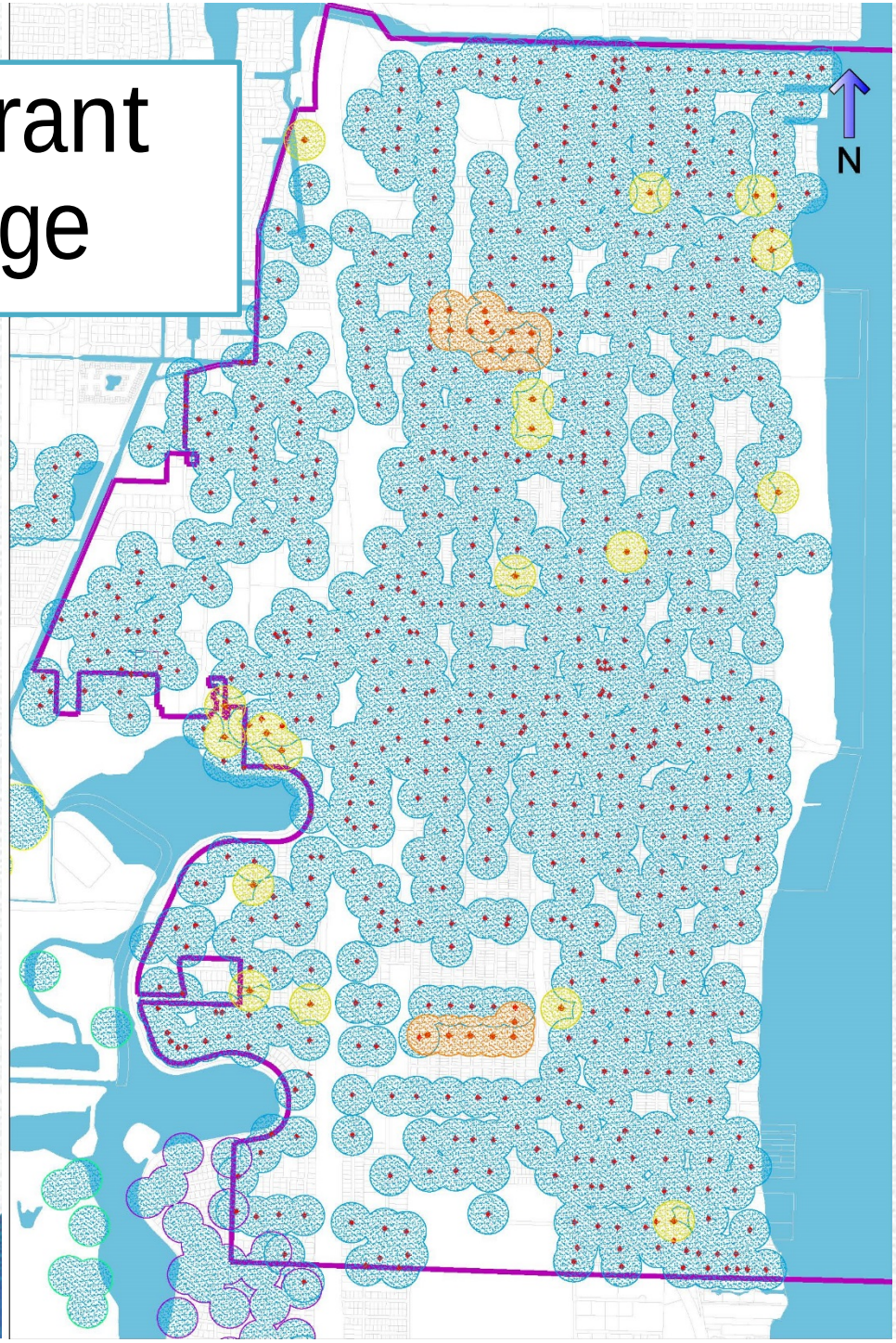
18 Fire Hydrants installed since 2013 by Water Distribution



New Fire Hydrants Installed In House

Fire Hydrant Coverage

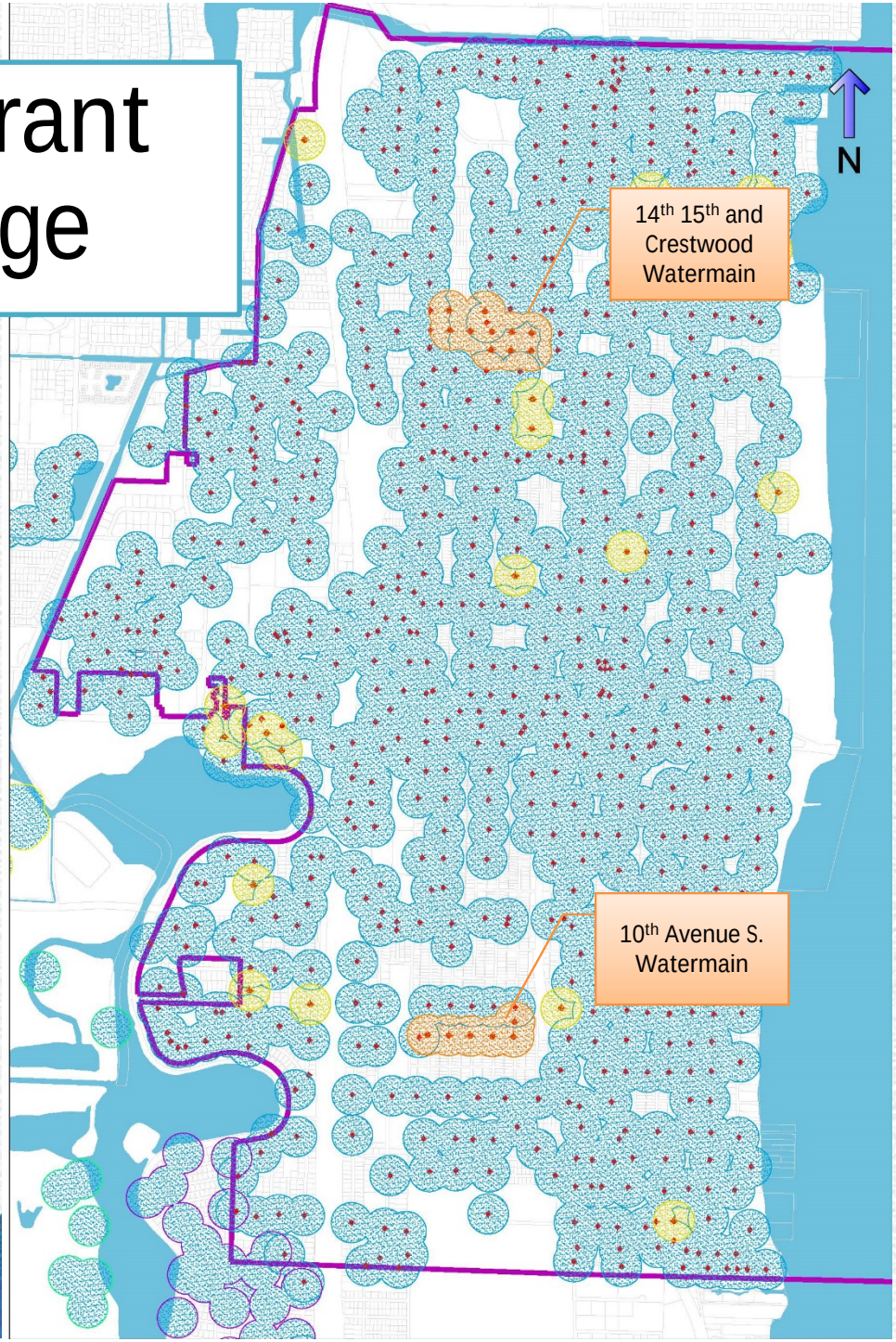
17 Fire Hydrants installed since 2013 with Capital Improvement Projects



New Fire Hydrants from Capital Projects

Fire Hydrant Coverage

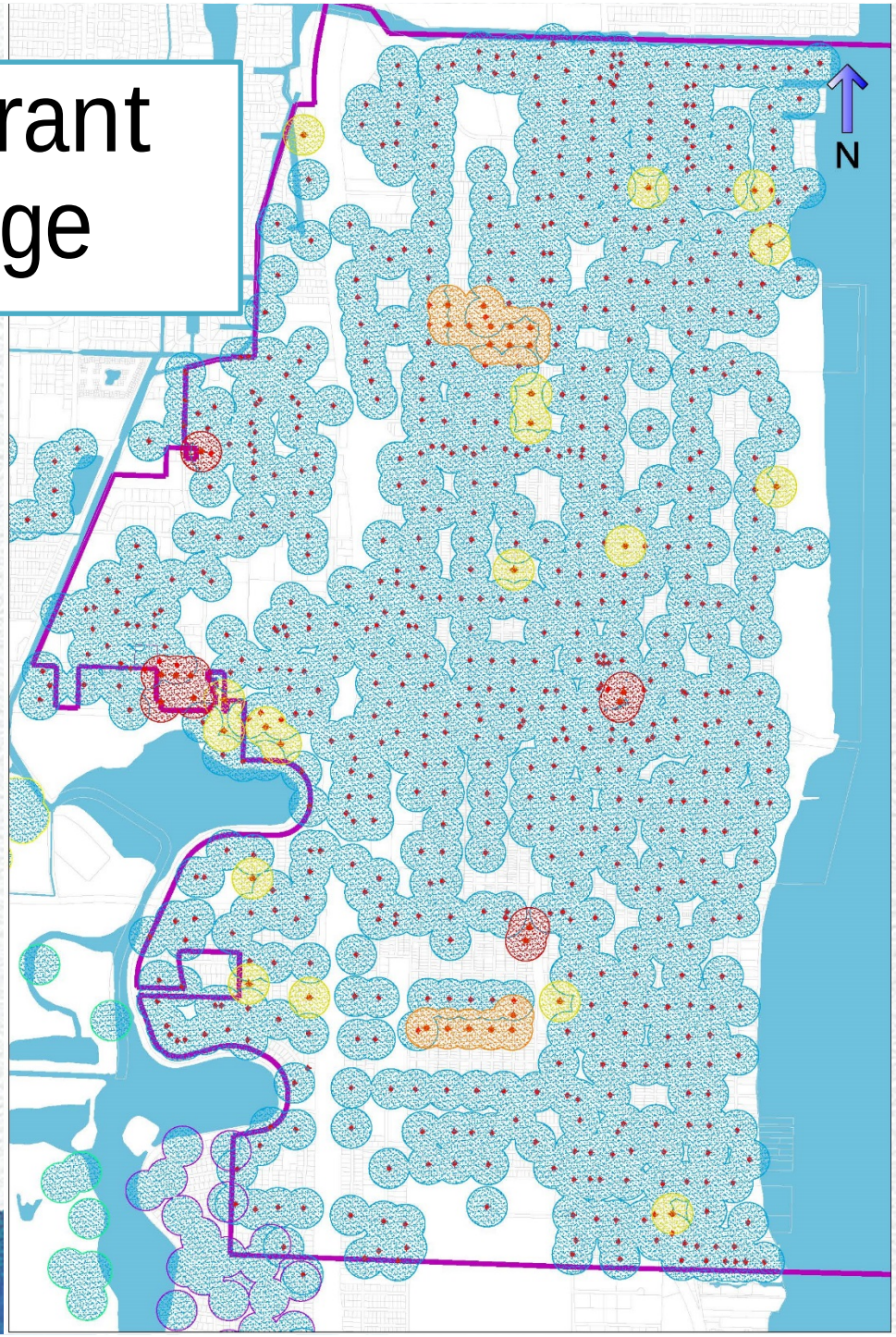
17 Fire Hydrants installed since 2013 with Capital Improvement Projects



New Fire Hydrants from Capital Projects

Fire Hydrant Coverage

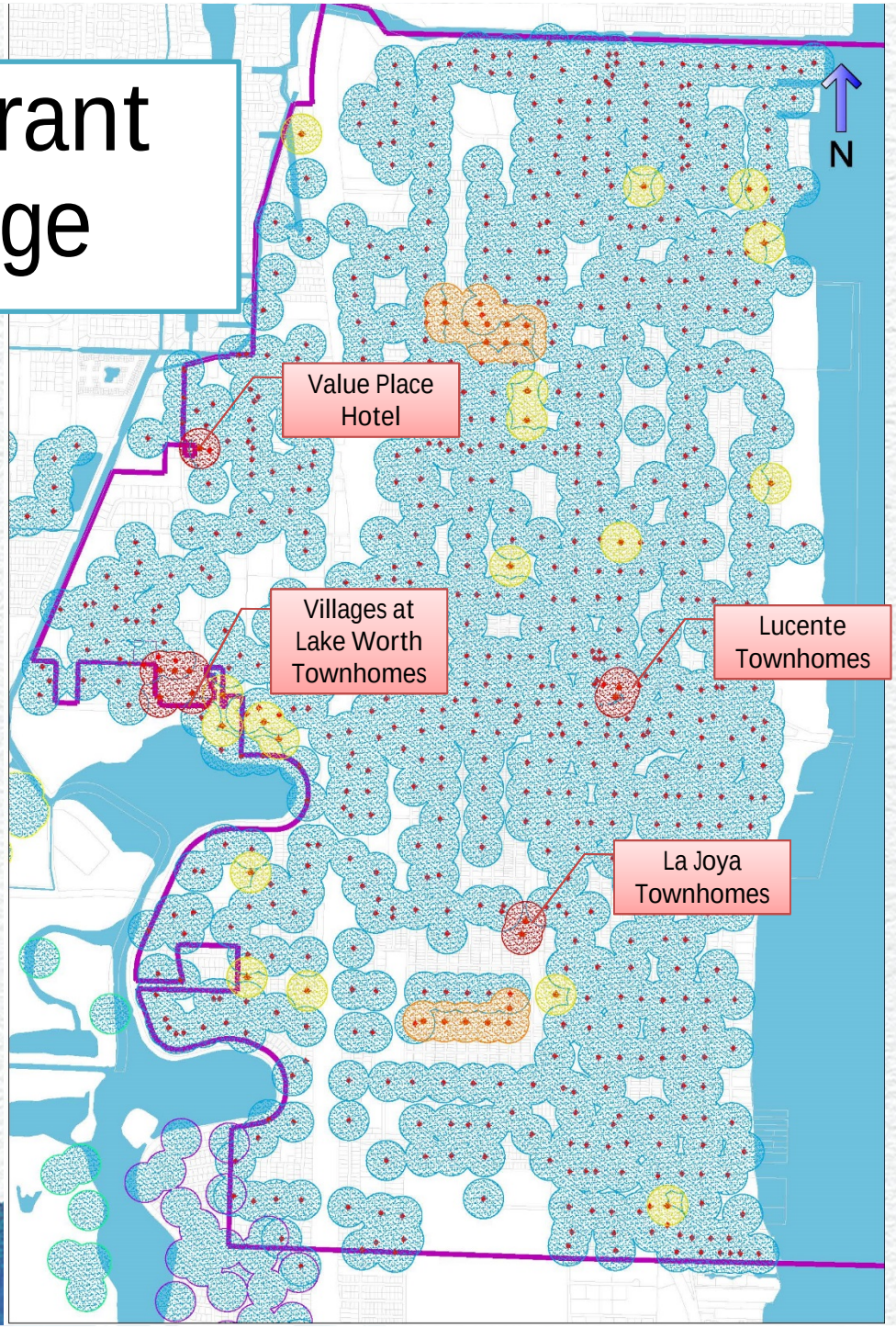
10 Fire Hydrants installed since 2013 with Private Development Projects



New Fire Hydrants from Developer Projects

Fire Hydrant Coverage

10 Fire Hydrants installed since 2013 with Private Development Projects



New Fire Hydrants from Developer Projects

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Fire Hydrant Workshop

v **Fire Hydrant Coverage**

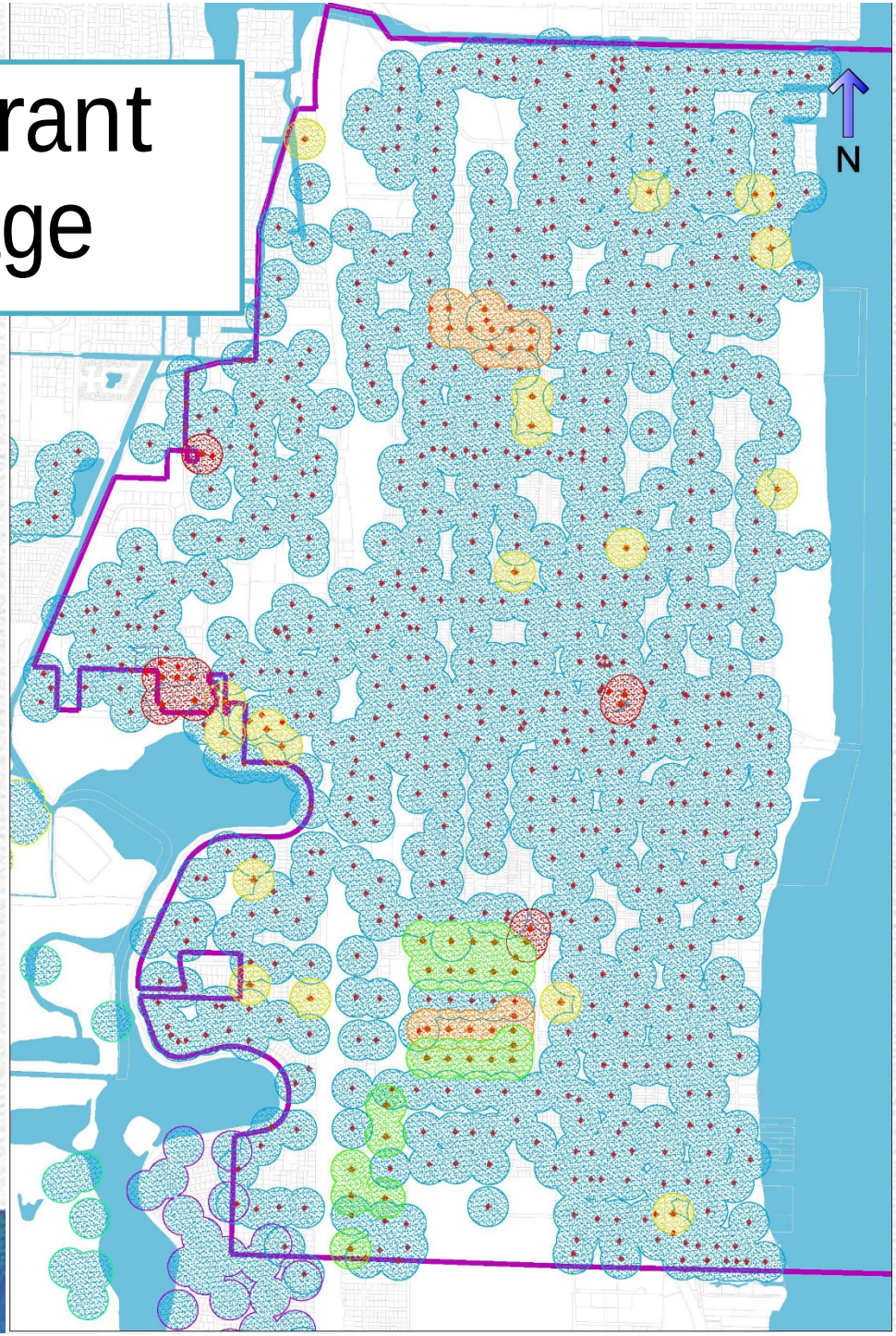
- Progress since 2013
- **FY 2015 – 2016 Projects**

v Fire Hydrant Pressure

- Recent Fireflow Testing Results
- 2013 Water Model Results
- Future Projects

Fire Hydrant Coverage

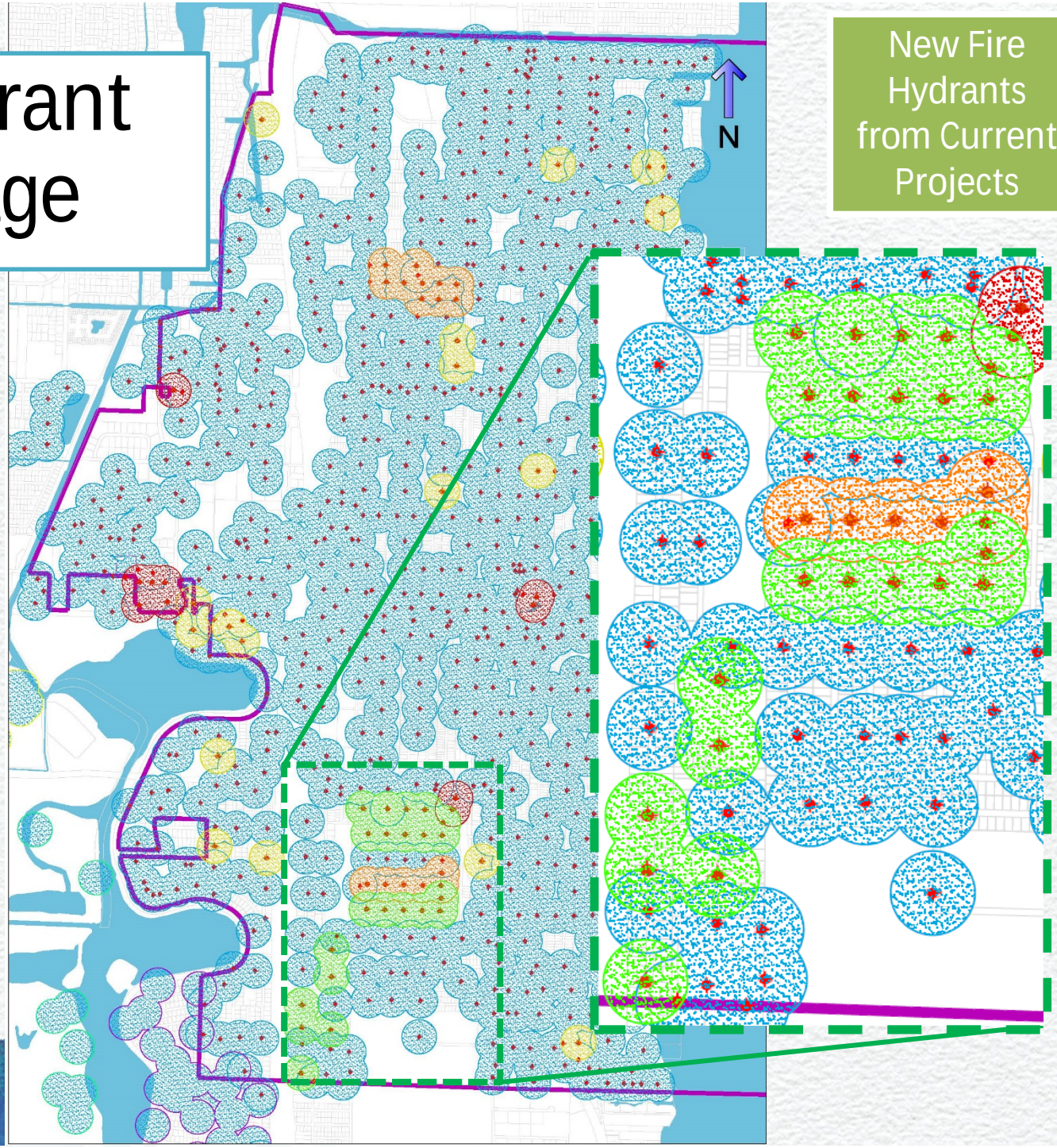
22 Fire Hydrants to be installed with current Capital Improvement Projects



New Fire Hydrants from Current Projects

Fire Hydrant Coverage

22 Fire Hydrants to be installed with current Capital Improvement Projects



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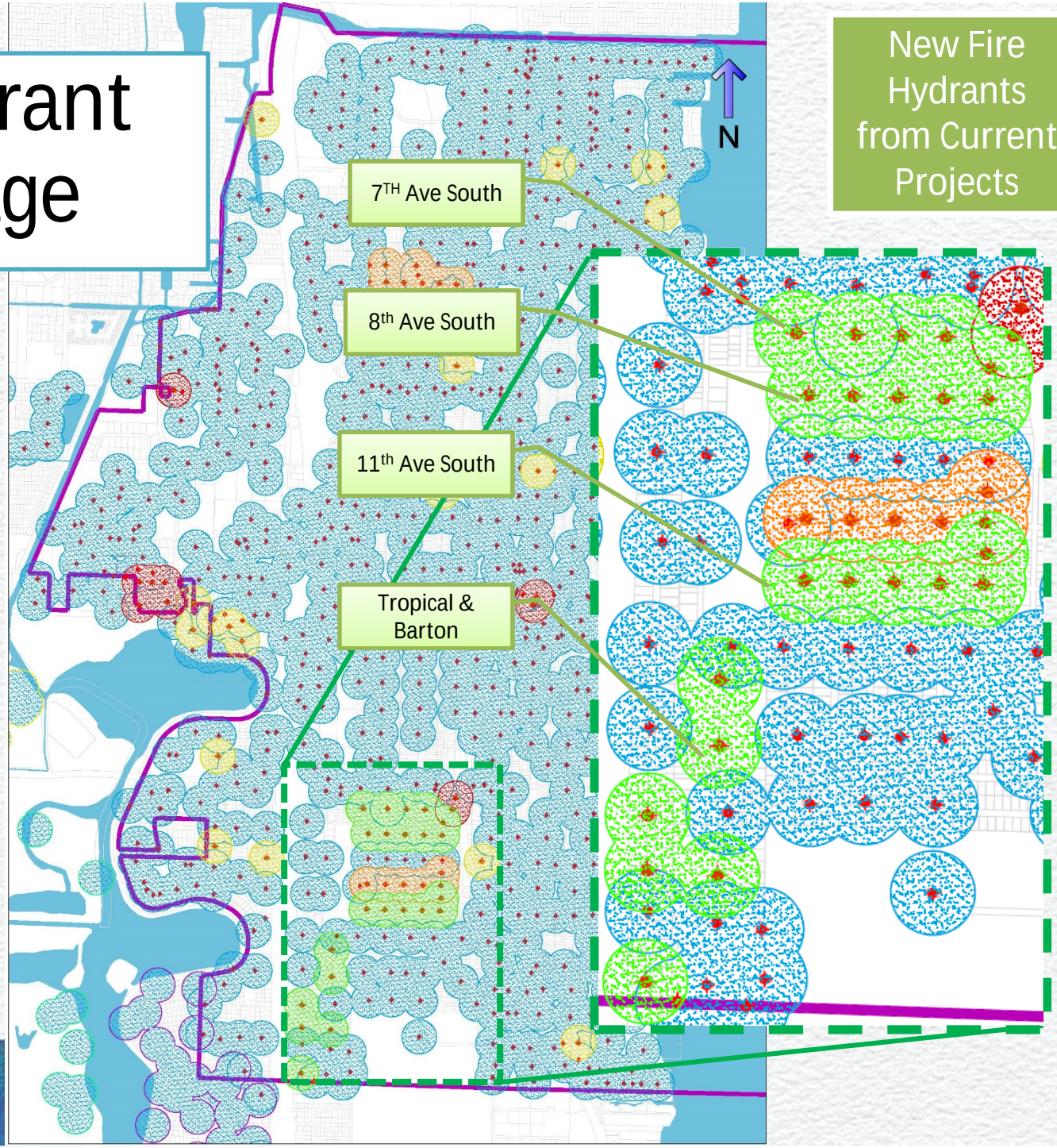
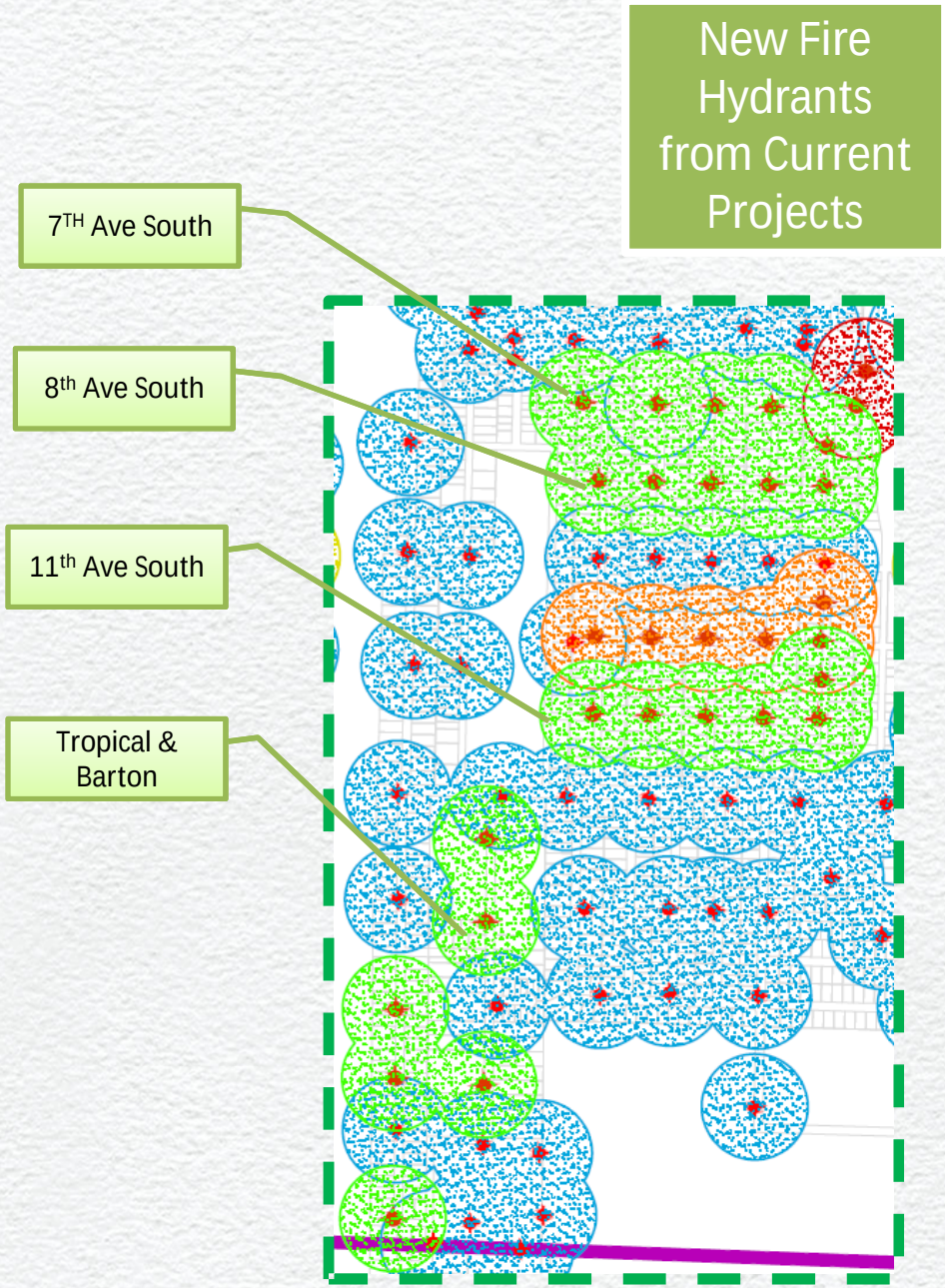


New Fire Hydrants from Current Projects

Fire Hydrant Coverage

22 Fire Hydrants to be installed with current Capital Improvement Projects.

- **7th Ave South: Currently in construction**
  - New Roadway Project
- **8th Ave South: 30% Design**
  - New Greenways Project
- **11th Ave South: 60% Design**
  - New Greenways Project
- **Tropical and Barton: 100% Design**
  - Roadway Improvement Project



Fire Hydrant Coverage

Fire Hydrants Installed Since 2013:	**18 IN HOUSE**
	17 CAPITAL IMPROVEMENT PROJECTS
	10 PRIVATE DEVELOPMENT
	45 TOTAL
New Fire Hydrants Scheduled for FY 2015-2016:	**12 IN HOUSE**
	22 CAPITAL IMPROVEMENT PROJECTS
Goal for FY 15-16:	**34 TOTAL**

Goal: By year end FY 2016 Water Utilities will have installed 69 new fire hydrants since 2013, almost half of the 140 needed for full coverage

Fire Hydrant Coverage

Fire hydrants *still needed* for full coverage after FY 2015 – 2016 Improvements:

In House **35**

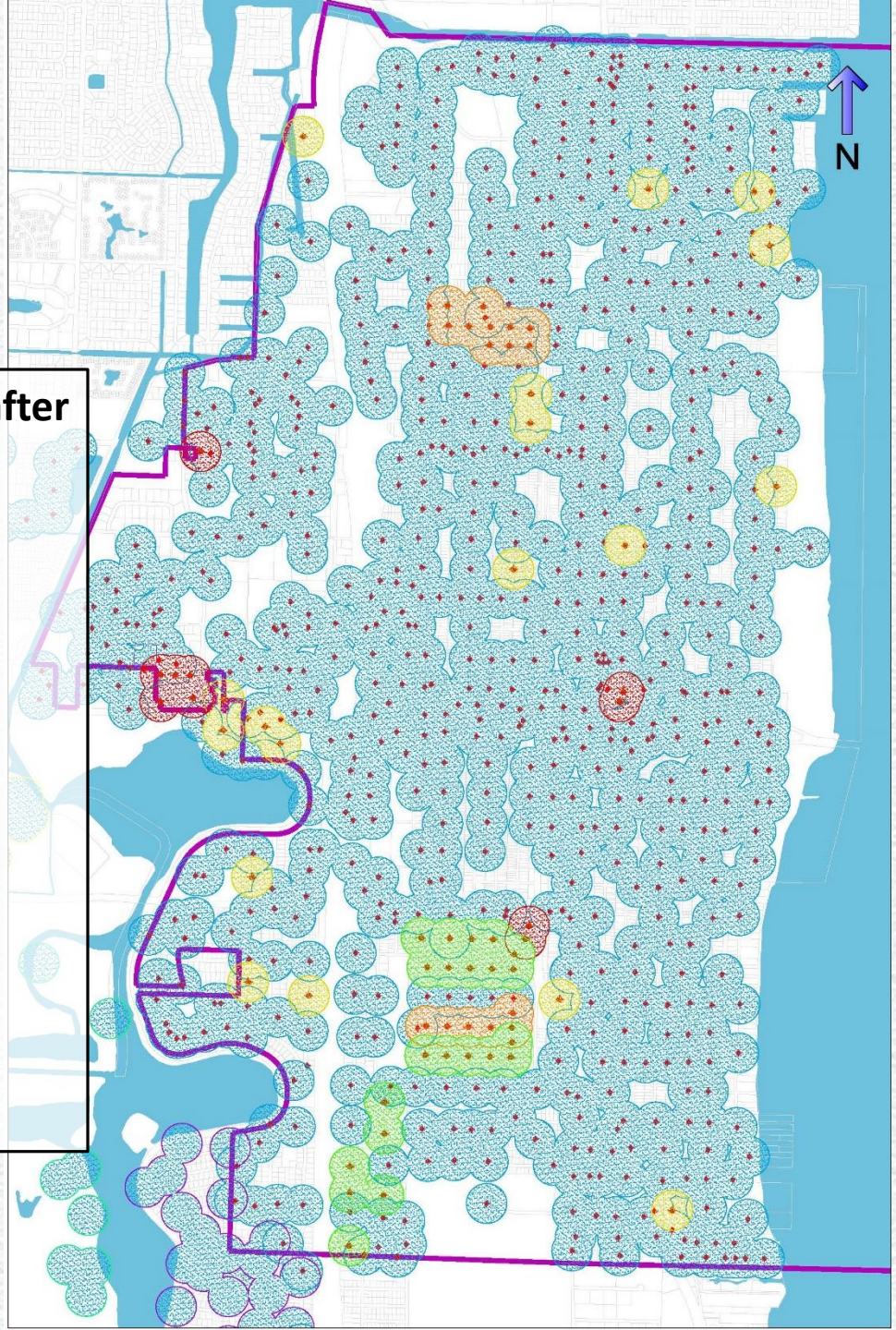
- *Hydrants can be installed without additional water mains*

Capital Improvement Projects: **36**

- *New water mains needed for hydrants*
- *Water mains to be 8 inches and larger*

Developer Projects **TBD**

- *Hydrants are added to undeveloped areas such as the Park of Commerce area*
- *Not included in full coverage count*



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Fire Hydrant Workshop

v Fire Hydrant Coverage

- Progress since 2013
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v **Fire Hydrant Pressure**

- **Recent Fireflow Testing Results**
- 2013 Water Model Results
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Fire Hydrant Pressure

Recent In House Fireflow Test Results:

Total Fire Hydrants Tested	951
Pressure below 500 gpm	13
Pressure from 501 to 999 gpm	46
Total Fire Hydrants with inadequate pressure	59

6% of Distribution System

- American Water Works Association (AWWA) recommends testing every 10 years
- Palm Beach County Fire Rescue maintains an ISO rating that requires yearly testing

Fire Hydrant Pressure

Lake Worth paints its fire hydrants YELLOW

- *More Visible*
- *Separates from surrounding landscaping*

Side Caps are painted to indicate fireflow rating

- *Assists firefighters during a fire*

Side Cap Color	Fire flow Rate
	0 - 1000 GPM
	> 1000 GPM

Fire Hydrant Pressure

Recent In House Fire Flow test results: LOW RESIDUAL PRESSURE

Flow with Fire Hydrant fully open

Fire Hydrant Pressure

Recent In House Fire Flow test results: ADEQUATE RESIDUAL PRESSURE

Flow with Fire Hydrant fully open

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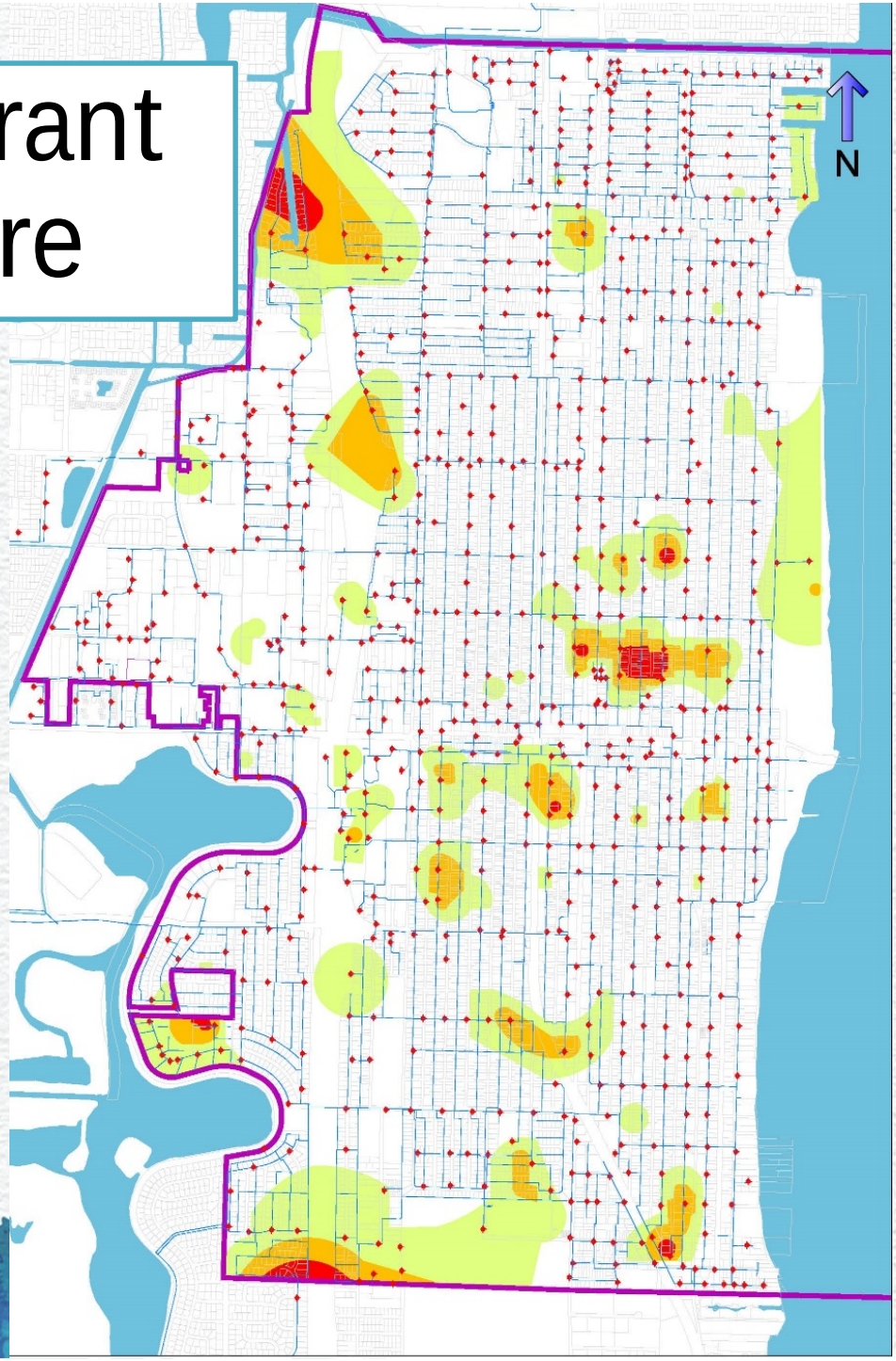
Fire Hydrant Pressure

Low Fire flow Rate

- **< 500 GPM**
- **500 - 750 GPM**
- **750 - 1000 GPM**

Based on 2013 Water Model Future Conditions Scenario



Fire Hydrant Pressure

Low Fire flow Rate

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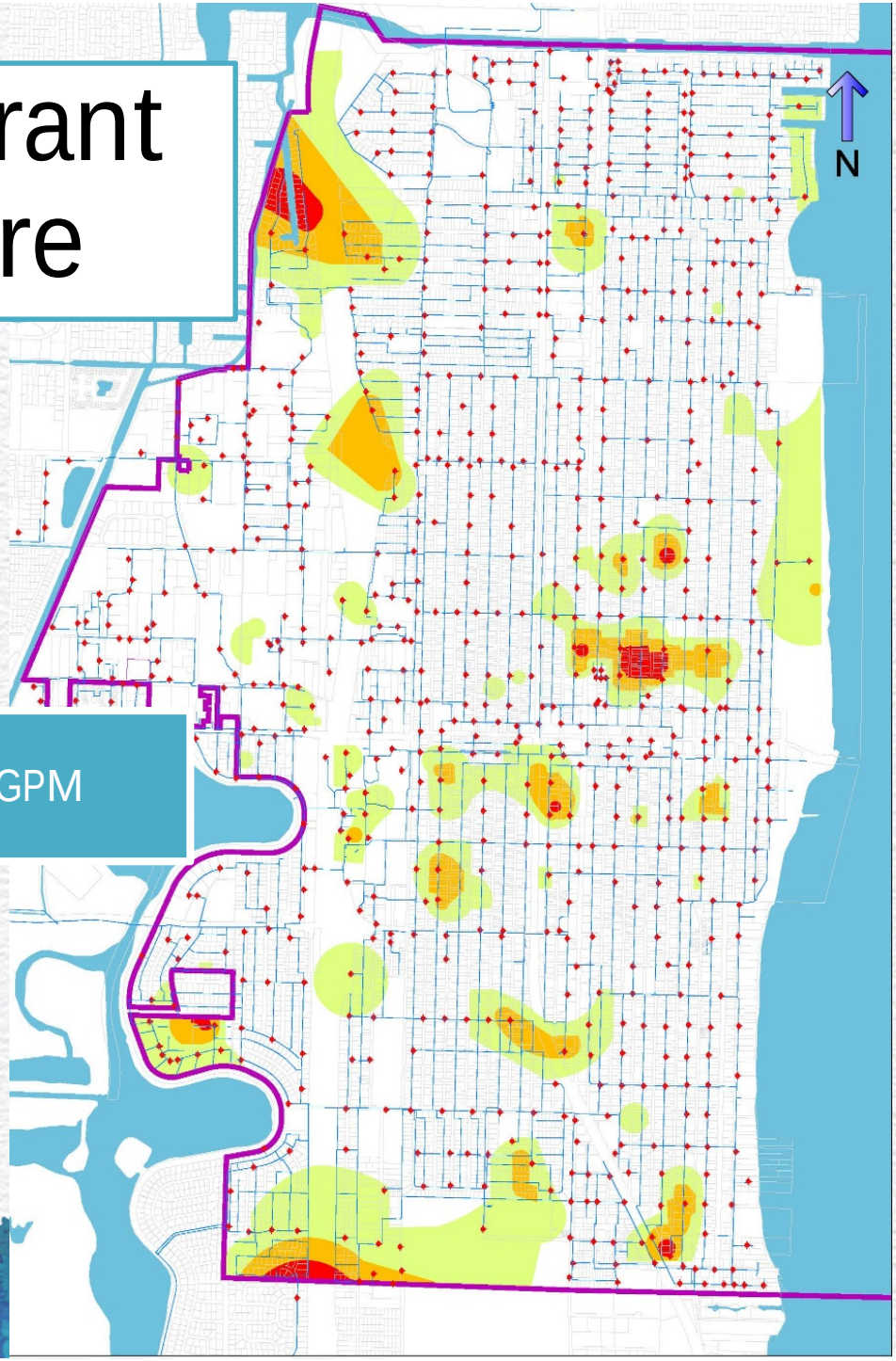
City Goal: 1,000 GPM



The Art of Florida Living. SM

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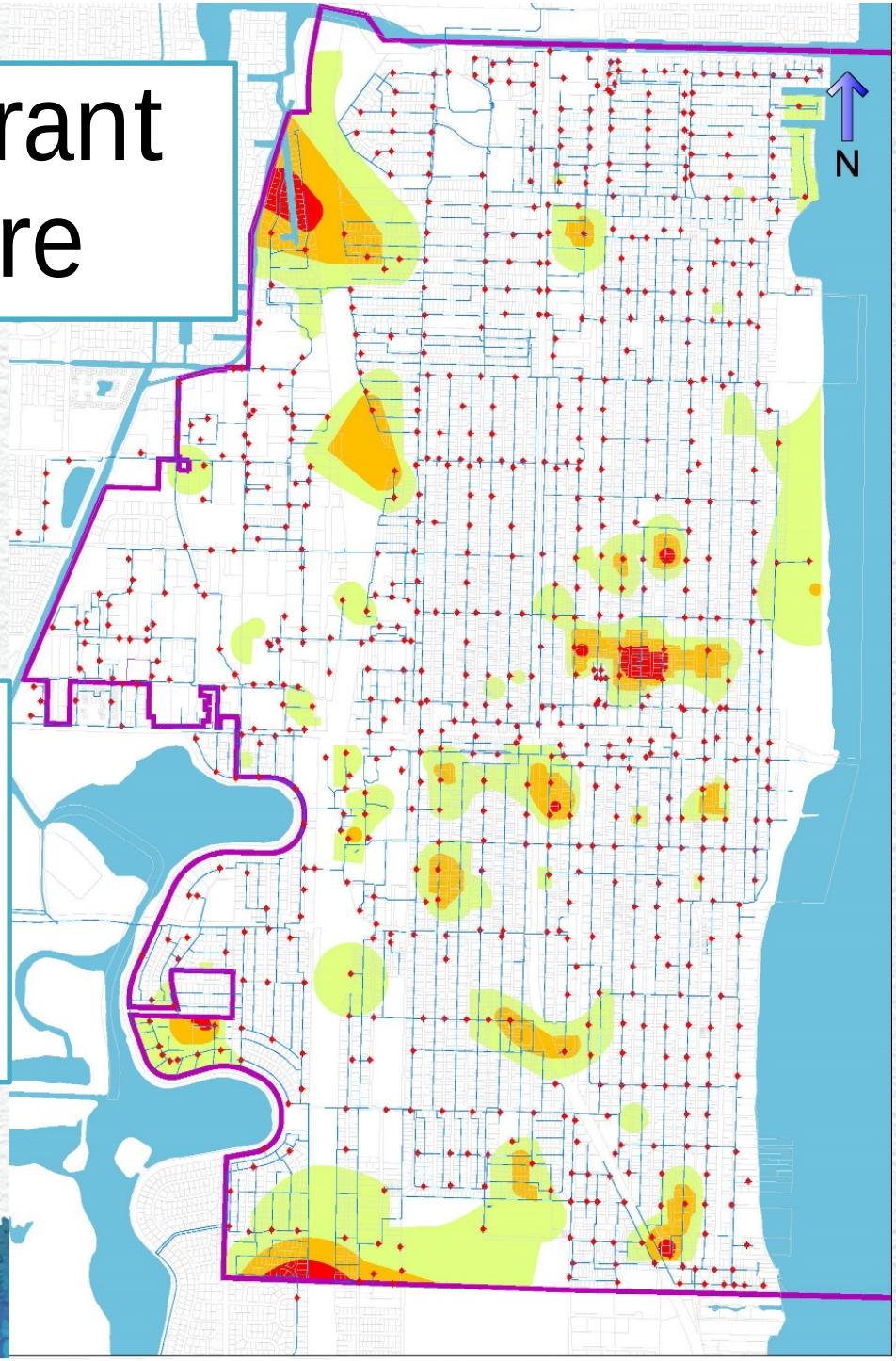
Main Areas of Concern:

1) Two Elementary Schools
2) Downtown Area
3) Northwest Area



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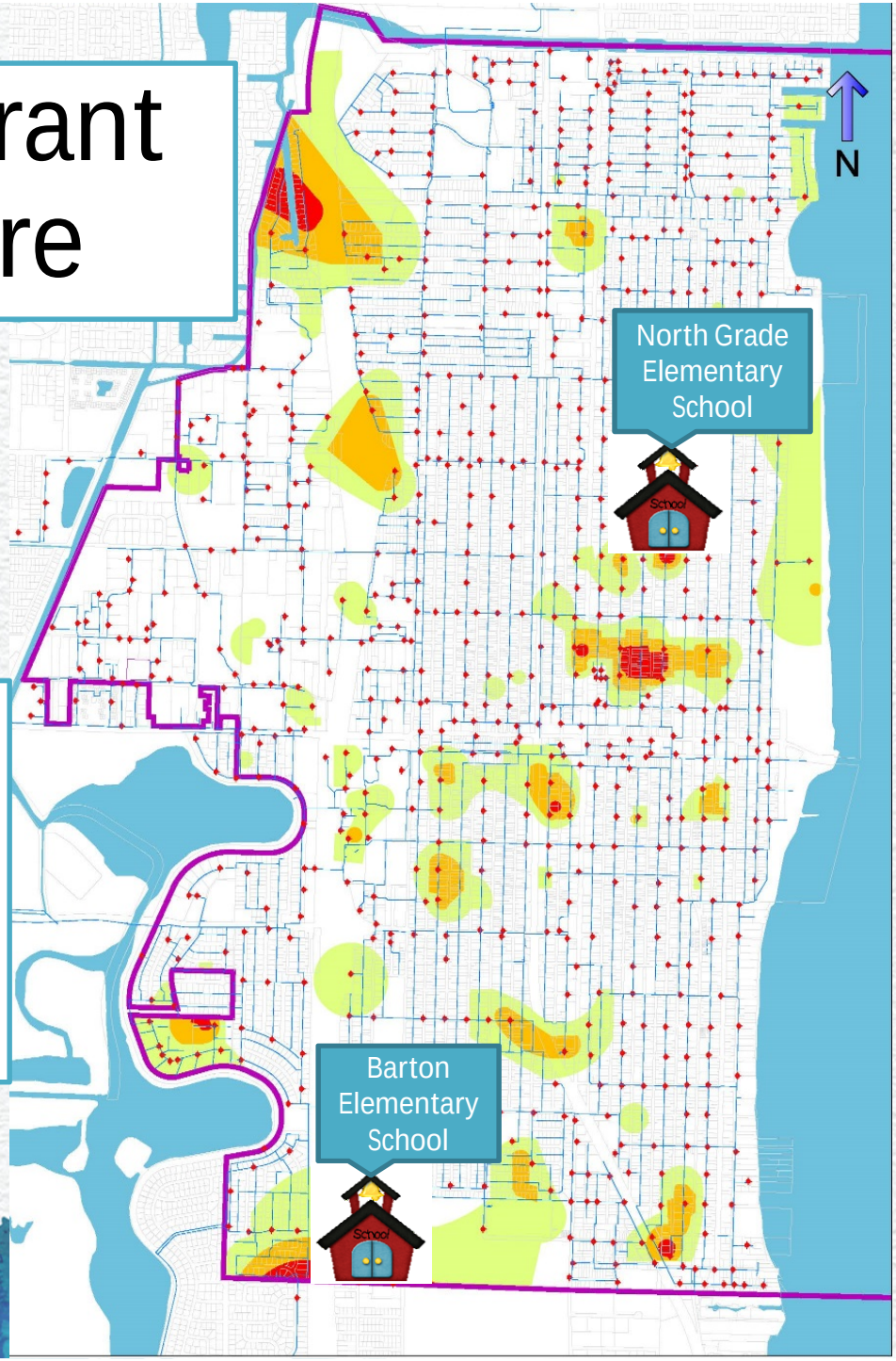

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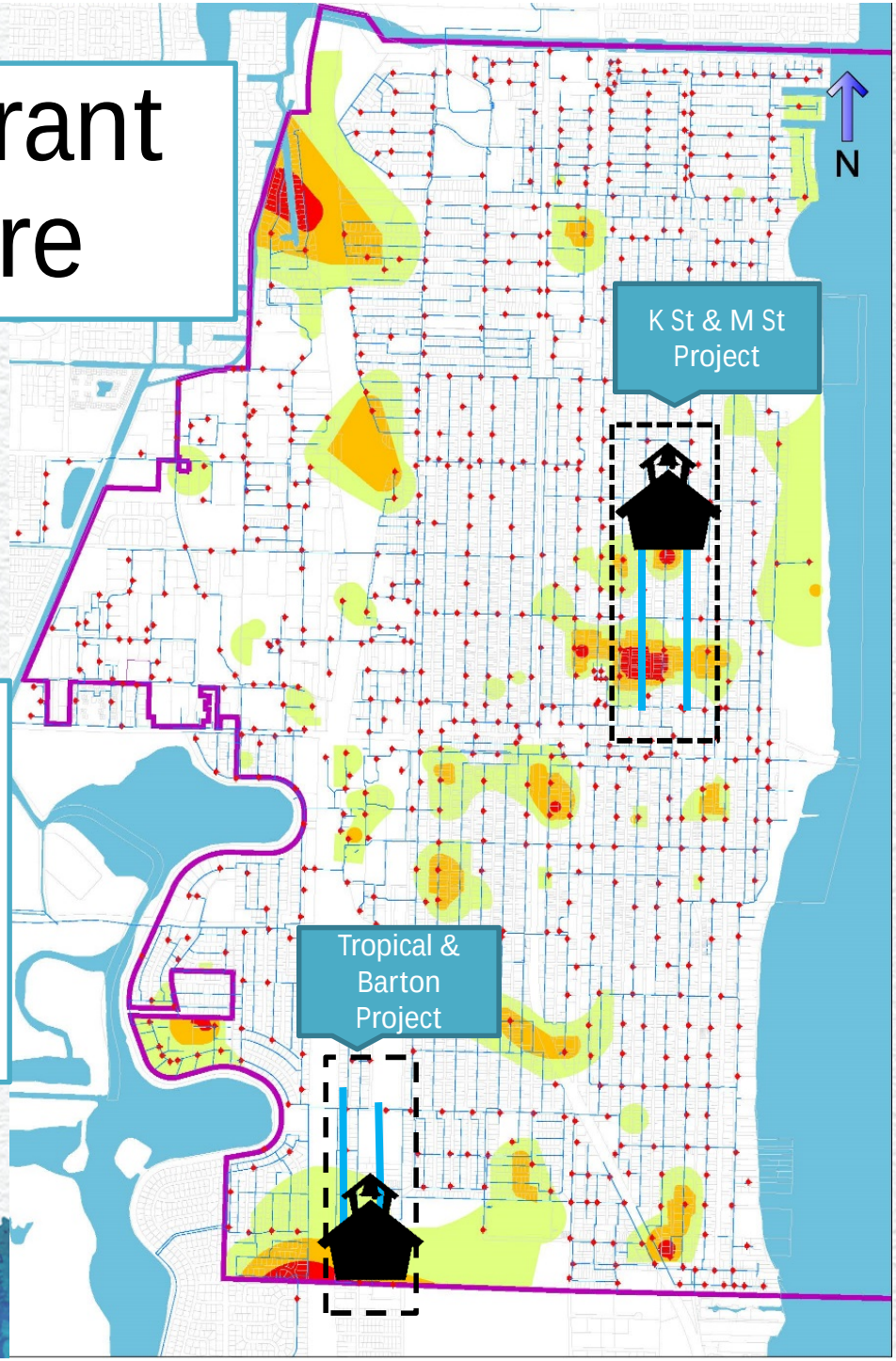

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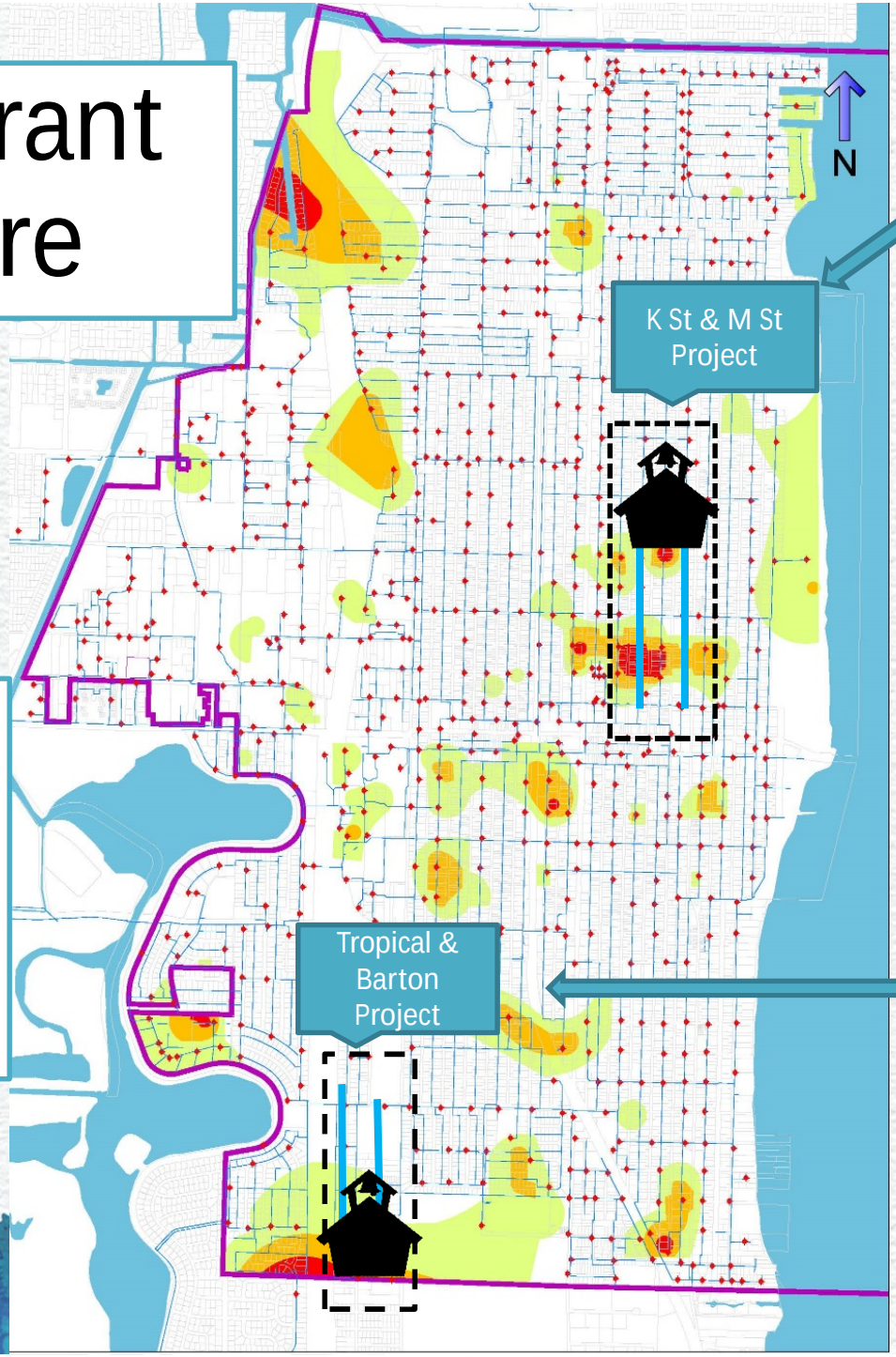

K St & M St Project

- (2) 8" Watermains
- Design = 100% Complete
- Coordinated with Public Services
- **Budgeted for FY 2017**

Tropical & Barton Project

- 8" & 12" Watermains
- Design = 100% Complete
- Coordinated with Public Services
- **Budgeted for FY 2016**

Fire Hydrant Pressure

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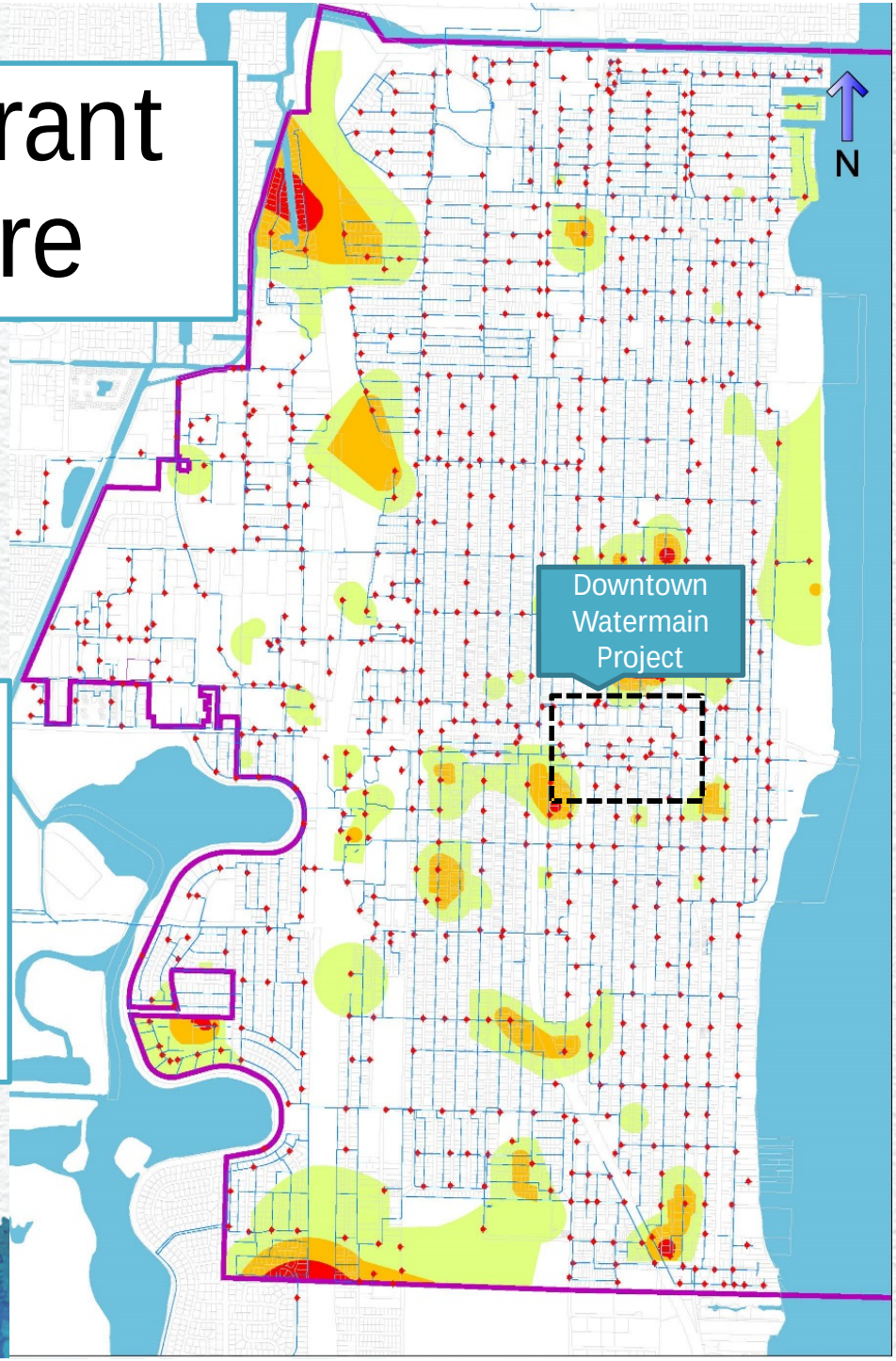

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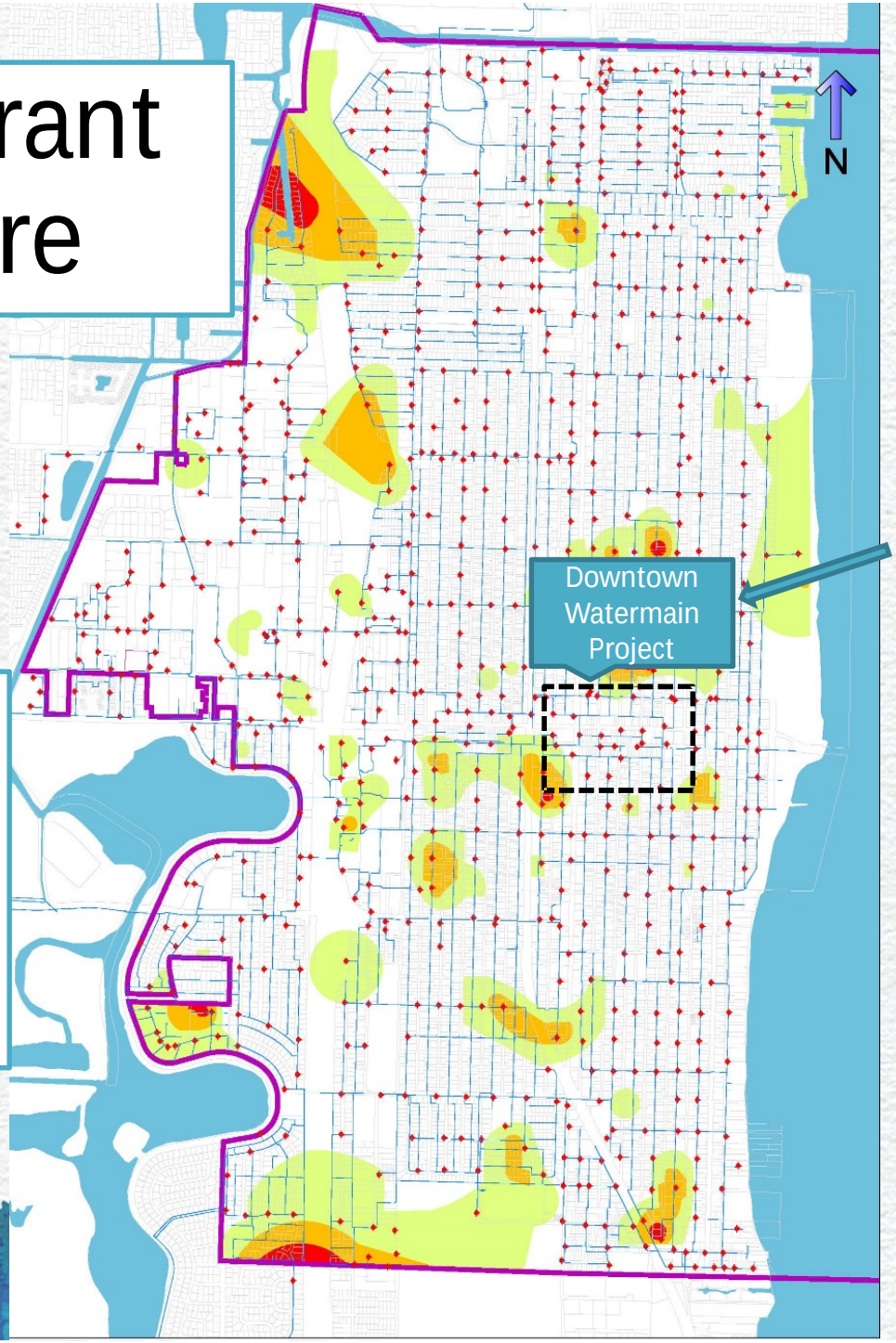

Downtown WM Project

- Preliminary Design Phase
- Combined several small projects
- Undersized, very shallow pipes
- **Budgeted for FY 2016**

Fire Hydrant Pressure

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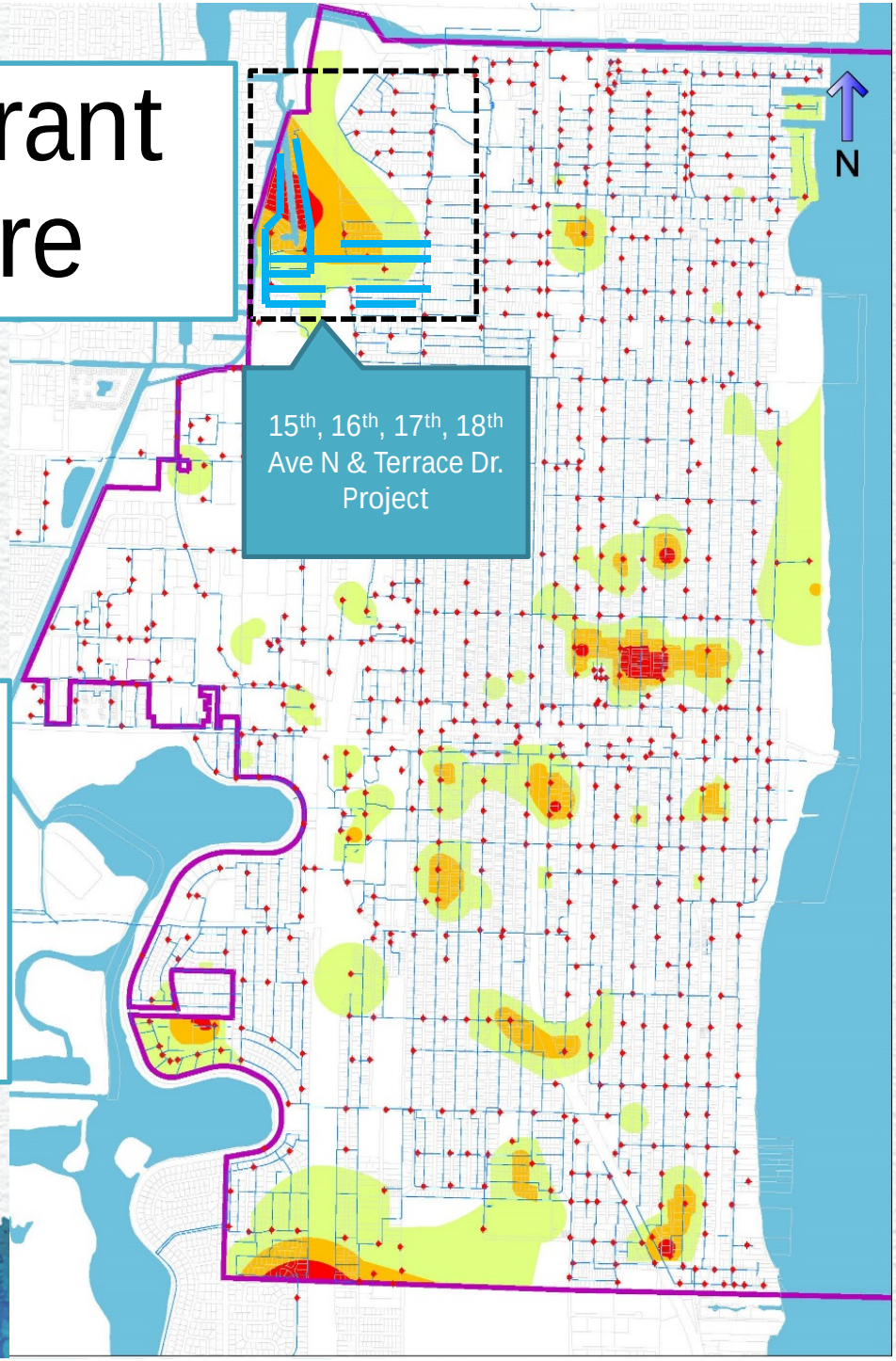

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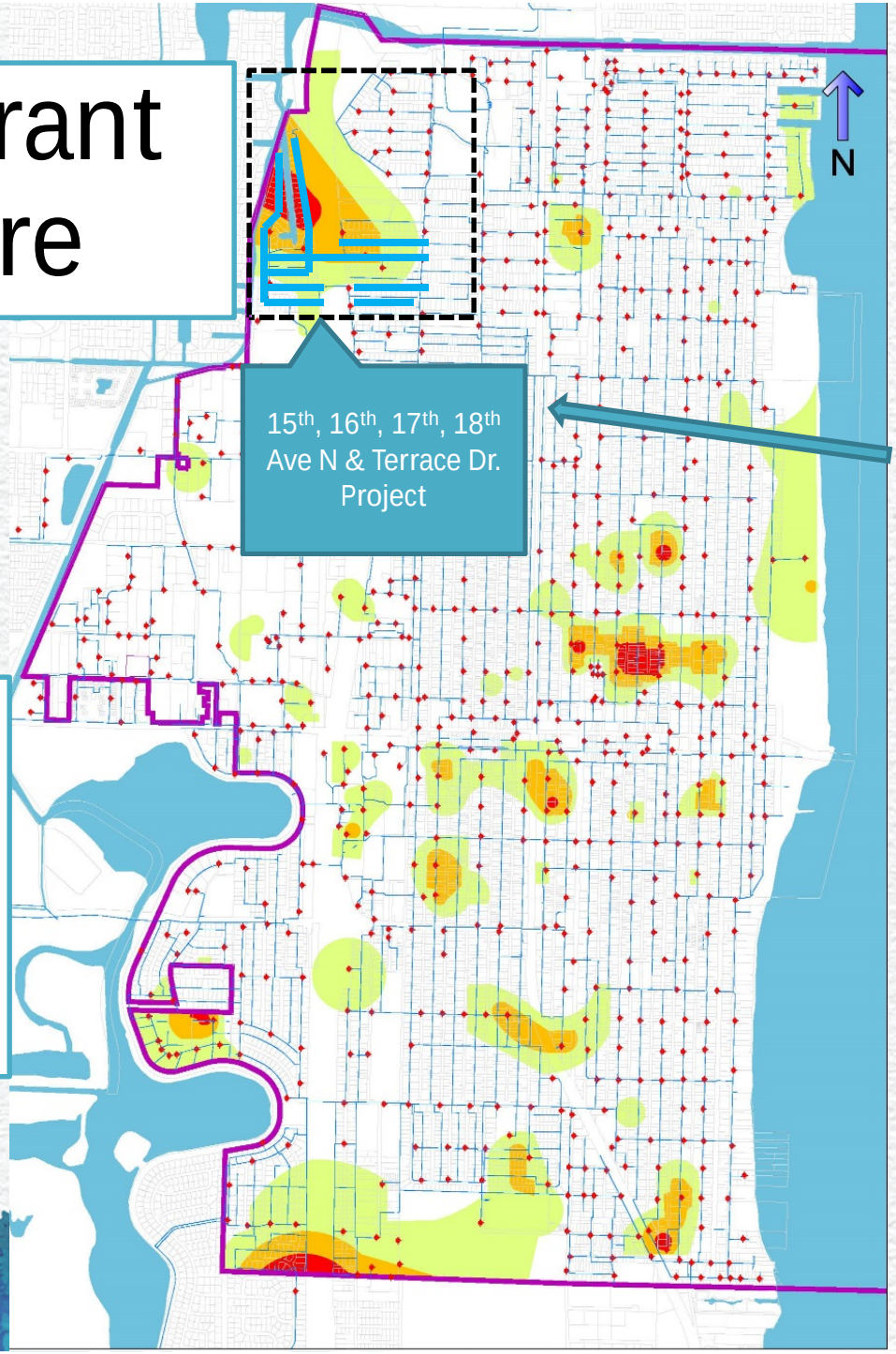

15th 16th 17th 18th Ave N & Terrace Dr. Project

- Design = 100% Complete
- 8" & 12" Watermains
- Coordinated with Public Services
- **Budgeted for FY 2019**

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Fire Hydrant Workshop

Questions?

AGENDA DATE: October 20, 2015, Regular Meeting **DEPARTMENT:** Finance

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EXECUTIVE BRIEF

TITLE:
Review the Beach Fund budget since re-opening the Casino/Pool

SUMMARY:
The Review of the Beach Fund is intended to provide a definitive understanding of the budget numbers since the Casino/Pool were reopened in Fiscal Year 13 through utilizing the Burton model.

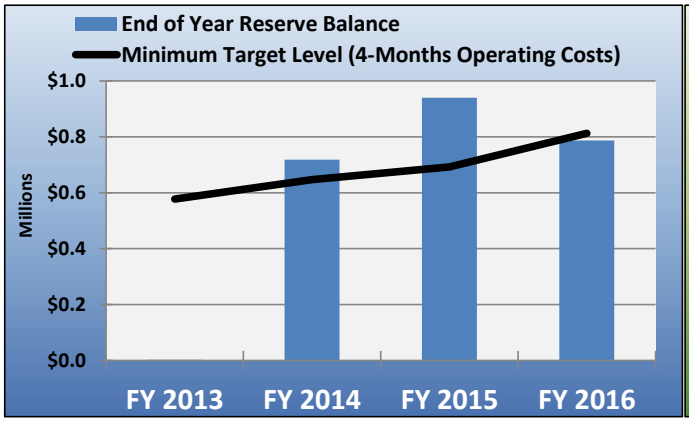
BACKGROUND AND JUSTIFICATION:
The Beach Fund operations were discussed at multiple Fiscal Year 2016 budget workshops, and the two mandatory hearings on September 15, 2015 and September 22, 2015. There have been various numbers stated publically during the budget process as well as those reported in the press and in some cases they do not reflect the actual numbers. In order to move forward it is important to understand and agree upon what happened in prior years and what is projected for the coming year.

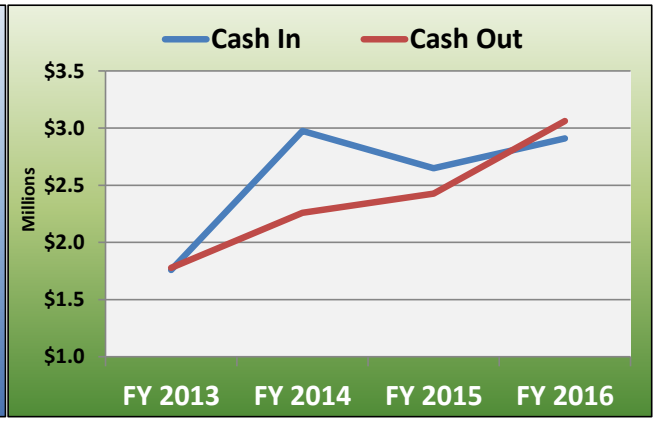
MOTION:
Not applicable

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

Summary of Revenues & Expenses — Lake Worth Beach Fund

Description	FY 2013 Actuals	FY 2014 Actuals	FY 2015 Estimate	FY 2016 Budget
Revenues				
Charges for Services - Parking Meters	$ 929,841	$ 1,274,860	$ 1,359,770	$ 1,539,547
Charges for Services - Parking Other	$ 110,992	$ 224,671	$ 290,640	$ 316,741
Charges for Services - Lease	$ 447,230	$ 530,028	$ 536,896	$ 553,299
Charges for Services - Facility Rental	$ 201,636	$ 327,641	$ 362,705	$ 400,660
Other Miscellaneous Revenue	$ 69,203	$ 117,942	$ 98,715	$ 98,557
Grant Revenue	$ -	$ 500,000	$ -	$ -
Total Revenues	$ 1,758,902	$ 2,975,142	$ 2,648,726	$ 2,908,804
Expenses				
Personal Services	$ 727,933	$ 1,004,828	$ 1,194,182	$ 1,534,927
Other Operating Expenses	$ 1,003,946	$ 936,146	$ 882,131	$ 902,876
Reimbursement to Water & Self Insurance	$ 24,000	$ 250,000	$ 300,000	$ 488,000
Reimbursement to Capital Projects	$ -	$ 50,000	$ 50,000	$ 36,000
Renewal & Replacement	$ -	$ -	$ -	$ 100,000
Capital Improvements	$ 21,618	$ 17,371	$ 1,299	$ -
Total Expenses	$ 1,777,497	$ 2,258,345	$ 2,427,612	$ 3,061,803
Total Cash Flow Surplus/(Use of Fund Balance)	**$ (18,595)**	**$ 716,797**	**$ 221,114**	**$ (152,999)**
Working Capital Reserves - Beginning Year*	$ 20,527	$ 1,932	$ 718,729	$ 939,843
Working Capital Reserves - End of Year*	**$ 1,932**	**$ 718,729**	**$ 939,843**	**$ 786,844**
Minimium Working Capital Reserve (4-months)	*$ 577,293*	*$ 646,991*	*$ 692,104*	*$ 812,601*





***Note: Fund balances are estimated based upon cash flows applied to the audited FY 2014 Balances**

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7 North Dixie Highway
Lake Worth, FL 33460
561.586.1600

DRAFT
AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, NOVEMBER 10, 2015 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION:** Pastor Sherry Colby, Victory Worship Center

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. Palm Beach County Property Appraiser's update on ad valorem tax assessment data

   B. Proclamation declaring November as Joey Bergsma retinoblastoma awareness month

   C. Pineapple Beach Neighborhood Association update

   D. South Palm Park Neighborhood Association update

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

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

8. **APPROVAL OF MINUTES:**

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

   A. Resolution No. xx-2015 - amend the Commission's Rules of Procedures to include a policy for Invocation and Pledge of Allegiance

   B. Trade-in Badger water meters that are removed from service to Innovative Metering Solutions, Inc.

C. Agreement to purchase and install playground equipment at Northwest Park

10. PUBLIC HEARINGS:

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

A. 2016 Lake Worth Legislative Priorities

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. December 8, 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.