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AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 02, 2016 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION OR MOMENT OF SILENCE:** Provided by Commissioner Christopher McVoy

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. Proclamation declaring February 13, 2016 as Arbor Day

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

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

8. **APPROVAL OF MINUTES:**

   A. City Commission Meeting - January 19, 2016

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

   A. Resolution No. 08-2016 - declare an intent to abandon a 40 ft. strip of land on 4th Avenue South

   B. Agreement with The Florida Division of Blind Services, Bureau of Business Enterprise to provide snack vending machine services

   C. Amendment to Agreement with Utility Services Co., Inc. for Water Tank Maintenance - North Elevated Tank

   D. Ratify Contract with Kaman Industrial Technologies Corporation for emergency sewer pump repair service

   E. Settlement Agreement with the Village of Palm Springs regarding Public Services Taxes and Franchise fees

F. Purchase two refuse collection vehicles from Palm Peterbilt Truck Centers

G. Crossing License Agreement with the Florida East Coast Railroad (FEC) regarding All Aboard Florida (AAF)

10. PUBLIC HEARINGS:

A. Ordinance No. 2016-08 - Second Reading and Public Hearing - revise the special assessment procedure and the collection of such assessments for the clearing of nuisance lots

B. Ordinance No. 2016-09 - Second Reading and Public Hearing - revise the special assessment procedure and the collection of such assessments for the boarding and securing of structures

C. Ordinance No. 2016-10 - Second Reading and Public Hearing - revise the special assessment procedure and the collection of such assessments for the demolition of unsafe structures

11. UNFINISHED BUSINESS:

A. Resolution No. 06-2016 - establish opening/closing hours for "public property" owned by the City

12. NEW BUSINESS:

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. February 16, 2016 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 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

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

FEBRUARY 13, 2016
as
ARBOR DAY

and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 2nd day of February, 2016.

_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
JANUARY 19, 2016 – 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 OR MOMENT OF SILENCE:

The invocation was offered by Reverend Elie Louissant, Salem Haitian Evangelical Lutheran Church, on behalf of Vice Mayor Scott Maxwell.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Andy Amoroso.

4. AGENDA - Additions/Deletions/Reordering:

Comments/requests summaries:

1. Commissioner Maier requested a resolution regarding enforcement of firearm sales mandatory waiting period and records check be added to the meeting. He apologized to the Commission for this last minute item; however, he said he submitted it for inclusion on this agenda two weeks ago, but was not aware that staff had removed it because of a wording issue. He explained that there was a pending gun show in the City and many residents had asked him to bring up this issue.

   City Attorney Torcivia replied that the resolution should have been on this agenda. He commented that the resolution just reiterated the County's law and there was nothing new. It was just a good reminder because of the upcoming gun show.

2. Vice Mayor Maxwell asked for clarification that this resolution was just to reaffirm what took place in 1999.

   City Attorney Torcivia replied "yes."

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

- Add to Consent Agenda, Item H – Resolution No. 07-2016 – enforcement of the Palm Beach County's firearm sales mandatory waiting period and records check ordinance

Mayor Triolo advised that this resolution was supposed to be under New Business.

Vice Mayor Maxwell and Commissioner Amoroso withdrew their motion.

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

- Add to New Business, Item E – Resolution No. 07-2016 – enforcement of the Palm Beach County's firearm sales mandatory waiting period and records check ordinance; 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. City-Wide Wayfinding Plan: Update from KMA Design consulting

Barbara Martin, KMA Design, explained that Lake Worth's city identification and gateway signage was understated. A review of the city limits confirmed a need to implement a signage system with a consistent design. She explained in detail the City's identification and gateway signage, neighboring community signage, examples of exterior signage, design considerations, and design development. She recommended landscaping and illumination also be added around the signs.

Comments/requests summaries:

1. Commissioner McVoy commented that he liked the idea of consistent signage, but was concerned because the community prided itself on being "where art was made." The community and artist should have been asked what they wanted. He asked that "home grown" flavor be added to the design. It was important that there be some tie-in or buy-in from people who made art. He asked for consistency, but there were many neighborhood communities who had different flavors. He said he wanted continuity with room for community tie-in because Lake Worth was different from other South Florida communities. The information presented was valuable, and the City could work off of it.

2. Commissioner Amoroso explained that there were a lot of different signage designs and the Community Redevelopment Agenda (CRA)

and its board members paid $25,000 to move forward with what they could worked on. There was a need to go out into the community and anyone could have attended the CRA's meetings when this was discussed, but no one did. In order to move the City forward, there was a need to design signage for people to find the beach or golf course. He commended the CRA for their involvement and advised that there was no funding yet for this project; however, the CRA was looking for grant money.

3. Mayor Triolo commented that, as a marketer, she understood the need for branding and the City needed signs. She advised that the City's Sign Code needed to be updated because it currently did allow Light Emitting Devices (LED).

4. Vice Mayor Maxwell commented that he understood the concept, but did not like the pink and tangerine color selection.

5. Commissioner McVoy commented that there were a lot of components in the communities and suggested the signs could be designed by children from various communities.

B. Certificates of Appreciation for contributions to the Picture My World program

Cindy Carp explained the she was a photojournalist and in charge of the Picture My World program. She said a group of high school students were involved in the program.

Two English and Spanish speaking students thanked the Commission for the honor of attending school in Lake Worth and feeling safe.

Mayor Triolo presented Certificates of Appreciation to students and teachers who participated in the Picture My World program. She announced that the photographs were on display in the City Hall corridor.

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

<u>Commissioner McVoy:</u> thanked the Mayor, Vice Mayor, and City for the Haitian-organized Color of Hope event on January 16, 2016, which annually commemorates the 2010 earthquake in Haiti. He reported that there were transient housing, prostitution, and drug use issues in the City and that he continued to meet with PBSO Captain Baer. He commented that, whatever the City did, it would require a degree of patience in the community. It would take a while to dig the City out because of the various things the City could and could not do. There was a need to be imaginative and look at what other cities were doing across the country. There was a need to do a lot of thinking and recognize that there were problems.

Vice Mayor Maxwell: thanked Commissioner McVoy for his participation in the Color of Hope bicycle event, it was a great event, the organizers were trying to raise $1 million for people in Haiti, and they had a website for financial sponsorship. He announced his attendance, over the weekend, at the Martin Luther King, Jr. (MLK) Day events and thanked many individuals for putting this event on for the past 22 years. During the event there was a rededication of the MLK globe monument. He said he had been speaking to PBSO Captain Baer about the uptick of homeless individuals in neighborhoods. He said it would take a while for the City to dig itself out. There was a need to address the downtown businesses' concerns and how they could work together. He announced a Homeless Coalition event on January 22, 2016, at the Methodist Church to inform everyone about the resources available. He said he went to Tallahassee last week to seek State funding for the Park of Commerce roadway and ancillary road construction project to create jobs.

Commissioner Maier: announced his attendance at the January 15, 2016, Treasure Coast Regional Planning Council meeting as the Commission's liaison. He said he was allowed to voice the City's concerns, but Lake Worth was not a voting member. He commented that he would seek an alternate member seat on the Council and hopefully, one day be able to move into a voting member seat. He asked for volunteers for the Homeless Coalition event on January 22, 2016, and said they were seeking donations for hot meals. He announced that if any restaurant wanted to participate they could contact him.

Commissioner Amoroso: reminded everyone about the Street Painting Festival on February 20-21, 2016; announced a new car show scheduled at the beach on the second Thursday of every month; commented that the Food Truck Invasion event was growing; and cited other monthly events. He announced the First Anniversary of the Visitors Information Center (VIC) at the City Hall Annex building, said the volunteers helped a lot of people, and they received grant money to upgrade their area. He commented that when he was first elected he was looking for ways to reopen the Museum, and with the volunteers and people visiting the VIC, there was more interest in the Museum. He said he also had been putting together all of the resources available in the City. He commented that he went to Tallahassee last week to lobby for infrastructure funding and sober home legislation.

Mayor Triolo: commented that she saw an incredible private home converted into a sober home while in Tallahassee last week. She said she had been in communication with former County Commissioner Shelley Vana to create new housing options. She said Ms. Vana would like to come and make a presentation to the Commission and public on that subject. She commented that she would go on a tour of housing when she returns to Tallahassee. She announced her attendance at the Color of Hope event, said it was amazing, and this year the event moved

to Bryant Park to get a better turn out. She announced her attendance at the Martin Luther King, Jr. Day event and said it was impactful. She thanked everyone involved in the event. She said she met weekly with PBSO Captain Baer to discuss issues in the City.

Action: Motion made by Commissioner Maier and seconded by Commissioner McVoy to reorder Consent Agenda Items A and F to New Business.

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

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

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Barbara Aubel, Maryann Polizzi, Michelle Sylvester, and Peggy Fisher.

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

Lynn Anderson thanked Commissioner Maier for his politeness in asking that a resolution be added to the agenda. She said it would be better for residents to be able to speak without interruptions, no one should be jeered for being elected twice, and the jeering needed to stop. Everyone should be treated fairly when speaking to the Commission on the dais.

Jo-Ann Golden said she was sorry that the Commission did not “have it together” on Resolution No. 05-2016’s support for Enterprise Florida. She commented that Enterprise Florida’s numbers did not match and they took money, but did not give it to businesses. This issue was a long resolution supporting Enterprise Funds and said she hoped the Commission read articles about Enterprise Florida because they did little for businesses and promoted more public/private partnerships.

Miguel Chevere said he was glad to hear the Commission sent delegates to Tallahassee to lobby for infrastructure and hoped they would have lobbied for homelessness. He asked that portable toilets be installed, said he appreciated the story about a homeless woman in a wheelchair getting help at the Philip D. Lewis Center in West Palm Beach, and said the City did not have a homeless shelter for its residents. He asked the Commission to work for a homeless shelter. He commented that Martin Luther King, Jr. was known for working for the poor, but did not know how the Commission could support him while changing many areas into public parks.

Pastor Cassandra Smith said there was a huge problem on Washington Street. Her cousin was killed and she said she did not see any Commissioners visiting her family. The City should never let Palm Beach

Sheriff Ric Bradshaw come to the City. She commented that there was only one domestic shelter in Lake Worth and more shelters were needed. She said there used to be pride in the south neighborhoods, never saw anybody visit the south side, and she returned to Lake Worth to open another domestic shelter.

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 – January 5, 2016

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

9. CONSENT AGENDA:

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

A. Resolution No. 05-2016 – City Support for Enterprise Florida and the Creation of the Florida Enterprise Fund

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

RESOLUTION NO. 05-2016 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING ITS SUPPORT FOR CREATION OF THE FLORIDA ENTERPRISE FUND AND CHANGES TO ENTERPRISE FLORIDA TO FOSTER AND ENCOURAGE ECONOMIC INVESTMENT IN THE STATE OF FLORIDA; PROVIDING AN EFFECTIVE DATE.

B. Enterprise Licensing Agreement with ESRI for Geographic Information Systems (GIS)

C. First Amendment to an Agreement with Online Information Services, Inc. for collection services

D. Utility Easement by and between Woodspring Suites West Palm Beach Florida South Lake Worth LLC and the City

E. Appoint a member to the Police and Employee Retirement Pension Boards

F. First Amendment to Retail Lease with Shore Restaurants of Lake Worth, LLC (Mulligans)

G. Franchise Agreement with Waste Management, Inc. for roll-off refuse services

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

10. PUBLIC HEARINGS:

Commissioner Amoroso left the meeting at 7:12 PM.

A. Property located 200 feet west of the 10th Avenue North and Boutwell Road intersection:

1. Ordinance No. 2016-01 – Second Reading – voluntary annexation of 6.54 acres

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-01 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, ANNEXING THE PROPERTY LOCATED APPROXIMATELY 200 FEET WEST OF THE NORTHWEST PORTION OF THE INTERSECTION OF 10TH AVENUE NORTH AND BOUTWELL ROAD, BEING MORE FULLY DESCRIBED IN EXHIBIT A; PROVIDING FOR AMENDMENT TO THE CORPORATE LIMITS OF THE CITY OF LAKE WORTH TO INCLUDE THE SUBJECT PROPERTY IN THE OFFICIAL BOUNDARY MAP; PROVIDING FOR ADVERTISING; PROVIDING THAT THIS ORDINANCE SHALL BE FILED WITH THE CLERK OF THE CIRCUIT COURT OF PALM BEACH COUNTY, THE COUNTY ADMINISTRATOR OF PALM BEACH COUNTY AND THE FLORIDA SECRETARY OF STATE; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to approve Ordinance No. 2016-01 on second reading.

Commissioner Amoroso returned to the meeting at 7:13 PM.

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

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

2. Ordinance No. 2016-02 – Second Reading – Small Scale Future Land Use Map Amendment

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-02 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY PROVIDING A SMALL SCALE AMENDMENT CHANGE TO THE FUTURE LAND USE MAP OF CERTAIN PROPERTY MORE FULLY DESCRIBED IN EXHIBIT A FROM A COUNTY LAND USE DESIGNATION OF COMMERCIAL HIGH INTENSITY/8 DWELLING UNITS PER ACRE AND COMMERCIAL LOW INTENSITY/8 DWELLING UNITS PER ACRE (CH/8;CL/8) TO A CITY OF LAKE WORTH DESIGNATION OF MIXED USE WEST (MU-W); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Ordinance No. 2016-02 on second reading.

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

Comment/request summary:

1. Commissioner McVoy commented that he visited the area and had the same concerns he mentioned at the last Commission meeting. He said he had no problem with the annexation, but was concerned with access and egress onto a very congested 10th Avenue North. He said this was not a wise choice.

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

3. Ordinance No. 2016-03 – Second Reading – rezoning property

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-03 OF THE CITY OF LAKE WORTH, FLORIDA; CHANGING THE ZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A FROM COUNTY ZONING RESIDENTIAL HIGH INTENSITY (RH) TO CITY OF LAKE WORTH ZONING MIXED USE – WEST (MU-W); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve Ordinance No. 2016-03 on second reading.

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 Commissioner Amoroso. NAYS: Commissioners McVoy and Maier.

B. Ordinance No. 2016-06 – Second Reading – provide regulations for "public property"

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-06 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7 "BEACHES, PARKS AND RECREATION", ARTICLE I "PARKS AND RECREATIONAL FACILITIES", TO SET FORTH REGULATIONS GOVERNING PROPERTY THAT IS ZONED PUBLIC AND OWNED BY THE CITY; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve Ordinance No. 2016-06 on second reading.

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

Mark Schneider said he was President of the Palm Beach County American Civil Liberties Union (ACLU) and encouraged everyone to work with the County to find a solution to homelessness. He read an article about homeless people, asked the Commission to explore solutions to end homelessness, and said the ACLU was anxious to work with the City.

Jo-Ann Golden commented that there were other communities that offered housing for homeless people and said keeping people out of City parks was no solution. She said she hoped the Commission would not pass this ordinance.

Valerie Gliozzi said the purpose of the ordinance was to regulate homeless individuals' occupations. Changing the way properties were used was criminalizing the homeless, exported the problem elsewhere, and deprived people of their dignity.

Holly Stein said she was against the ordinance because it regulated of private properties. She commented that she spent time talking to people living in parks. This was a systemic problem, and parks were a place to sleep. If public spaces became parks, then people would find another

place to sleep. She said she was new to the community and was not turned away by people sleeping in parks.

Nicholos Segal-Wright said he worked at the Lord's Place in West Palm Beach, was not speaking on their behalf, but wanted to share his experience with the homeless. He commented that homeless individuals were down and out. He said he lived in Sarasota where they outlawed public sleeping. This did not reduce the number of homeless in their City and now Sarasota was in a lawsuit. He suggested providing places for public bathrooms.

Ryan Hartman said he heard comments from people who were afraid to go to parks because of the homeless. He said the homeless were people. He announced that he was a business owner and business owners were people, but not better people than the homeless. He said he appreciated that solutions were being found, but this ordinance would completely cut solutions. The homeless were being arrested for sleeping in parks and if that was not allowed, then they would go into the residential areas to find a place to sleep.

Michelle Sylvester commented that this ordinance was about trying to provide safety and encouraged the Commission to pass the ordinance.

Comments/requests summaries:

1. Commissioner Maier commented that this was the second reading of the ordinance, and that he voted in favor of it on first reading. He commented that he had time to think about the ordinance because it was important and lasting. The purpose of the second reading was to provide time for considering and reconsidering. He cited an example of a time when slaves were freed, segregation, and a need for people of color to move to the Osborne area. In the past, the City created ordinances to force people of color to leave because they did not look the way other people looked. There were many homeless men staying on City Hall property. They were every bit as good as the individuals inside City Hall. He asked why this ordinance was created and why the PBSO could not enforce removing individuals from the Cultural Plaza. There were already laws against public defecation, using drugs, or drunkenness and individuals could be arrested. There were not a series of crimes. This ordinance would criminalize perception and appearance and was not based on any law. He said he sympathized with people and businesses for wanting to feel safe, but at the same time, residents were no better than anyone else. Sometimes people saw things they did not like, but everyone just had to deal with it. If a crime could not be found, then he recommended not criminalizing them. This ordinance was a civil rights violation and apologized for not doing his research on the subject.

2. Commissioner McVoy commented that on January 18, 2016, there was a Martin Luther King, Jr. Day celebration. If people were not doing something criminal, then do not arrest them. This ordinance was an attempt to make something people did not want to see a crime. He said he found it difficult to be in favor of this ordinance. There were three major constituencies that saw things differently--residents, business owners, and homeless; however, all three were human beings. There was a national alliance to end homelessness, and they recommended best practices. This law was not on their list of best practices. He said he was concerned about legal exposure and lawsuits, and adoption of this ordinance would be walking straight into a lawsuit with exposure. The City was already on record to create a law to get rid of people. He said he did not want to diminish residents' concerns about wanting to feel safe, which was real. The solution of creating a mechanism to arrest people for being in a public place after sunset was not a good solution, but said something horrible about the community. There was a need to focus on public defecation and a need to go back to the national alliance and look at their best practices. He said he heard from residents that they were already concerned about prostitution and drug deals in their neighborhood.

3. Mayor Triolo commented that there was a lot of activity in the public spaces and before the PBSO could arrest anyone, they had to see someone publicly defecating. She said she spent many hours with homeless organizations and had a heart for people. Solutions were trying to be found to get people into housing. She said she had a problem with the homeless being scared to bed down because of the addicts in the community stealing what little they had. This ordinance was a safety issue. There were a lot of activities going on in the Cultural Plaza besides homelessness.

4. Commissioner Maier asked how this ordinance would provide the homeless with safety.

5. Commissioner Amoroso commented that legally the PBSO could not arrest the homeless. The first thing they did was offer them assistance. He cited a gentleman who frequently urinated in public in front of families, children, and his store.

6. Vice Mayor Maxwell asked for the number of pages to the ordinance, if the County had a sunset to sunrise ordinance, if the public hour regulation had anything to do with the homeless, and if the ordinance addressed the homeless.

   City Attorney Torcivia replied that the ordinance had seven or eight pages, the County had a sunset to sunrise ordinance since the

1990s, most public parks had opening and closing hours, and there was no language in the ordinance that addressed homelessness. He commented that this ordinance applied to everyone.

7. Vice Mayor Maxwell commented that, if the ordinance had applied to the homeless, then the subject would have been addressed at a Commission work session meeting. This ordinance was being hijacked because it only applied to park hours. He said he agreed with Commissioners McVoy and Maier about everyone being entitled to dignity. There were two types of homeless--those down on their luck and those who were chronically homeless by choice. There was an obligation to respect one another and everyone had to follow the same rules. There was a need to have dialogue at a work session about the homeless situations and move forward. The Philip D. Lewis Center was the only homeless center in the County. He said he was concerned that the intent of this ordinance was being changed.

8. Commissioner Maier commented that he supported scheduling a work session to discuss the entire ordinance because, if approved, it would directly affect the homeless. This ordinance placed all public spaces as public parks. He asked how many neighboring cities had changed their public spaces to public parks. He said he wanted to urge the Commission to work session this ordinance because it was wrong.

   City Attorney Torcivia replied that he did not know how many cities changed their public spaces to public parks.

9. Commissioner McVoy asked that this ordinance be tabled and schedule a work session to devise a plan of action. He asked if there was enough on public record for someone to develop a legal case asserting that this ordinance was intended or partially intended to relate to the homeless.

   City Attorney Torcivia replied that the type of case Commissioner McVoy was referring to would be struck down on its face. A lot would depend on its enforcement.

10. Commissioner McVoy clarified his question and asked if a legal case could be developed asserting that this ordinance was targeted against the homeless.

    City Attorney Torcivia replied “no” because there was debate both ways. From what he heard, he said there was no intent on the homeless.

11. Vice Mayor Maxwell asked if people just walking through the public space would be arrested. He said this ordinance was not a homeless issue.

    City Attorney Torcivia replied that, as of today prior to the ordinance's passage, no one could enter the park. This ordinance would add the words "public space." He commented that there was numerous debates by the attorneys in his law firm about the ordinance language. He explained that there was a sidewalk in front of City Hall that could be traversed, but no one could go beyond the public bench on the property.

12. Commissioner Amoroso commented that there was no problem with people walking through the Cultural Plaza, but a problem with drug dealers and pedophiles in the public space.

Commissioner Amoroso called the question.

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

Mayor Triolo recessed the meeting at 8:10 PM and reconvened at 8:33 PM.

Mayor Triolo asked the Commissioners to consider scheduling a summit and inviting the Homeless Coalition, Lord's Place, and Goodwill to discuss the illegal activities going on in public spaces. She said this issue was heavy on her heart and suggested getting experts together to find a solution or tweak the ordinance just passed. She said she was concerned about the safety of the homeless. She asked for consensus to direct staff to schedule the summit sooner rather than later.

Comments/requests summaries:

13. Commissioner McVoy commented that he appreciated the Mayor taking the time to reflect on the issue during the break and that it was weighing on her heart. He suggested that, if she wanted to act on the summit, then he would make a motion. If she was willing to reverse her vote on the ordinance just passed, then he would support her and a plan to address the problems.

    Mayor Triolo replied that she was just as compassionate about protecting people from the activities going on as others, but was not willing to reconsider the ordinance.

14. Commissioner Maier commented that the Homeless Coalition should have been asked their opinion, and they would have provided insight

on what Lake Worth's neighbors were doing before this ordinance was approved. He commented that he would attend a summit, but said anyone walking through a public space would be arrested. He said he believed the Mayor's heart was genuine.

15. Commissioner Maier commented that discussion on this item may have gone beyond the 30 minute timeframe. He offered to go back and listen to the audio to determine if it had gone beyond 30 minutes.

16. Vice Mayor Maxwell commented that this ordinance was not about the homeless. He suggested having a work session, which had nothing to do with this ordinance but how to help the community.

Mayor Triolo left the meeting at 8:43 PM and passed the gavel to Vice Mayor Maxwell.

C. Ordinance No. 2016-07 – Second Reading – amend various ordinances to include sexual orientation and gender identity or expression

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-07 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 20 "CIVIL RIGHTS", ARTICLE I "LAKE WORTH CIVIL RIGHTS ACT", SECTION 20-2, "ADOPTION OF LAKE WORTH CIVIL RIGHTS ACT" AND ARTICLE II "LAKE WORTH FAIR HOUSING ACT", SECTION 20-11, "PURPOSE"; AND AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE III "MERIT SERVICE", SECTION 2-30(b) "POLICY DECLARED" AND ARTICLE XIV "PURCHASING", SECTION 2-111(e) "PROCUREMENT CODE" TO INCLUDE SEXUAL ORIENTATION AND GENDER IDENTITY OR EXPRESSION WITHIN SAID PROVISIONS; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Ordinance No. 2016-07 on second reading.

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

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

11. UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

A. Ordinance No. 2016-08 – First Reading – revise the special assessment procedure and the collection of such assessments for the clearing of nuisance lots and schedule the public hearing date for February 2, 2016

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-08 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 12 "HEALTH AND SANITATION", ARTICLE III "LOTS AND LANDS CONSTITUTING NUISANCES", SECTION 12-38, SECTION 12-39, SECTION 12-40 AND SECTION 12-42 TO REVISE THE PROCEDURE FOR THE COLLECTION OF COSTS INCURRED FOR THE CLEARING OF LOTS; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Ordinance No. 2016-08 on first reading and schedule the public hearing date for February 2, 2016.

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

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

B. Ordinance No. 2016-09 – First Reading – revise the special assessment procedure and the collection of such assessments for the boarding and securing of structures and schedule the public hearing date for February 2, 2016

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-09 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE VII "ABATEMENT OF NUISANCES", SECTION 2-75.2 AND SECTION 2-75.2.5 TO PROVIDE THAT THE COSTS OF THE BOARDING AND SECURING OF A VACANT PROPERTY ARE SPECIAL ASSESSMENTS AND TO PROVIDE FOR THE ANNUAL NOTICE OF THE SAME; TO AMEND SUBSECTION 2-75.2.7 TO STREAMLINE THE PROCEDURE FOR THE COLLECTION OF COSTS INCURRED FOR THE BOARDING AND SECURING OF STRUCTURES; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to approve Ordinance No. 2016-09 on first reading and schedule the public hearing date for February 2, 2016.

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

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

C. Ordinance No. 2016-10 – First Reading – revise the special assessment procedure and the collection of such assessments for the demolition of unsafe structures and schedule the public hearing date for February 2, 2016

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to approve Ordinance No. 2016-10 on first reading and to schedule the public hearing date for February 2, 2016.

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

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

City Attorney Torcivia announced that he had not read the ordinance by title only. He asked the Commission to allow him to read the ordinance's title, then have a second motion and vote.

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-10 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 9 "BUILDINGS AND STRUCTURAL REGULATIONS", ARTICLE I "IN GENERAL", SECTION 9-2.2 TO PROVIDE THAT THE COSTS OF THE DEMOLITION OF AN UNSAFE BUILDING ARE A SPECIAL ASSESSMENT AND TO PROVIDE FOR THE ANNUAL NOTICE OF THE SAME; TO AMEND SUBSECTION 9-2.2(P) TO STREAMLINE THE PROCEDURE FOR THE COLLECTION OF COSTS INCURRED FOR THE DEMOLITION OF UNSAFE BUILDINGS; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to approve Ordinance No. 2016-10 on first reading and to schedule the public hearing date for February 2, 2016.

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

D. Resolution No. 06-2016 – establish opening/closing hours for "public property" owned by the City

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

RESOLUTION NO. 06-2016 OF THE CITY OF LAKE WORTH, FLORIDA, RELATING TO THE USE OF CITY-OWNED PUBLIC PROPERTY AND ESTABLISHING HOURS OF OPERATION; PROVIDING THAT CONFLICTING RESOLUTIONS ARE REPEALED; AND, PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Maxwell announced that this was the time for public comment.

JoAnn Golden commented that anyone who voted in the positive for Ordinance No. 2016-06 could bring it back at any point and have another vote. She said she did not understand the intent of the resolution, and the hours were prohibited. The City was putting itself out in the wrong way. The real intent of Ordinance No. 2016-06 was to stop the homeless from hanging out in the Cultural Plaza. She supported having a summit and not having an erroneous ordinance.

Comments/requests summaries:

1. Commissioner Maier commented that this resolution was a huge mistake and anyone could be arrested for leaving City Hall. He encouraged the Commission to rethink what they had just done.

2. Commissioner McVoy asked if language in Ordinance No. 2016-06 left any discretion and what circumstances could an individual go upon the public space without it being illegal.

   City Attorney Torcivia replied that anyone entering a public space when it was not being used would be trespassing and, at the discretion of the PBSO, be arrested. He said the City Hall parking lot would be considered public space.

3. Commissioner McVoy commented that people using the City Hall parking lot to visit restaurants should also be arrested.

4. Commissioner Amoroso said it was illegal for bicycles and skateboarding on sidewalks and could be arrested, but the PBSO did not. Ordinance No. 2016-06 was not about the homeless. He said he had not heard one solution.

5. Vice Mayor Maxwell commented that discussion on this resolution may be nearing the 30-minute time limit.

Action: Motion made by Commissioner Maier and seconded by Commissioner McVoy to end the debate.

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

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve Resolution No. 06-2016.

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

E. (Added) Resolution No. 07-2016 – enforcement of the Palm Beach County's firearm sales mandatory waiting period and records check ordinance

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

RESOLUTION NO. 07-2016 OF THE CITY OF LAKE WORTH, FLORIDA, REQUIRING LOCAL LAW ENFORCEMENT TO ENFORCE THE PALM BEACH COUNTY FIREARM SALES MANDATORY WAITING PERIOD AND CRIMINAL HISTORY RECORDS CHECK REQUIREMENTS AT ALL GUN SHOWS IN THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Amoroso left the meeting at 9:02 PM.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to approve Resolution No. 07-2016.

Vice Mayor Maxwell announced that it was time for public comment. No one from the public spoke.

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

13. LAKE WORTH ELECTRIC UTILITY:

A. CONSENT AGENDA:

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

B. PUBLIC HEARING:

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

C. NEW BUSINESS:

There were no 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. February 2, 2016 – draft Commission agenda

City Manager Bornstein did not provide a report.

Commissioner Amoroso returned to the meeting at 9:03 PM.

16. ADJOURNMENT:

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to adjourn the meeting at 9:03 PM.

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

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: February 2, 2016

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

AGENDA DATE: February 2, 2016, Regular Meeting **DEPARTMENT:** Economic Development

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EXECUTIVE BRIEF

TITLE:
Resolution No. 08-2016 – declare intent to abandon a portion of 4th Avenue South Right-of-Way

SUMMARY:
This Resolution is the first of a two-step process to abandon a portion of 4th Avenue South Right-of-Way between the FEC railroad and S. East Coast Street and schedule a public hearing date for February 16, 2016 for the abandonment.

BACKGROUND AND JUSTIFICATION:

In 1912, a portion of the right-of-way for 4th Avenue South (known as "8th Avenue" at that time) was dedicated in Plat Book No. 2, page 37. Within the same Plat Book, to the west of the intersection of S. East Coast Street and the 4th Avenue South right-of-way, there is also a dedication of right-of-way to the Florida East Coast Railway Company (FEC). It is not clear from the original dedication whether the 4th Avenue South right-of-way extends from the western edge of S. East Coast Street to the eastern edge of the Florida East Coast right-of-way (a distance of approximately 112 ft.) ("Abandonment Area"). Over time, the City has entered agreements with FEC and the surrounding property owner (Wm. Thies) for the use of the Abandonment Area. In 2002, the City entered a revocable permit with the surrounding property owner for the property owner to use the Abandonment Area. The surrounding property owner built an open-air structure over the Abandonment Area in 2003 with said structure still existing today. The current owner of the surrounding property desires to sell the surrounding property, the Abandonment Area and the structure built over the Abandonment Area. The buyer desires to improve the property and has approached the City about whether the Abandonment Area is legally encumbered by the 4th Avenue South right-of-way.

The City Attorney has reviewed the recorded plat and re-plat for 4th Avenue South; the deeds of record; and, other recorded documents, and agrees that the original dedication is unclear. The City has no utilities in the Abandonment Area and the Abandonment Area has been closed since the construction of the 2003 structure. City staff recommends that the City abandon the Abandonment Area and terminate the revocable permit (as no longer applicable).

Pursuant to section 19-4, the City may abandon dedicated right-of-way through a two-step resolution process. The first step is to declare the intent to abandon right-of-way and the second step is to hold a public hearing to hear the abandonment request and grant or deny the abandonment.

Since the City has not utilized the Abandonment Area for the past 14 years and there are no utilities in the Abandonment Area, City staff is recommending that the City Commission declare its intent to abandon the Abandonment Area. If the City Commission agrees, a public hearing will be set for February 16, 2016 to hear the abandonment and grant or deny the same. If approved, City staff will also seek to terminate the revocable permit.

The property is zoned in the AI – Artisanal Industrial District with a Future Land Use of Transit Oriented Development.

MOTION:

I move to approve/not approve Resolution No. 08-2016 and schedule the public hearing date for February 16, 2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
2002 Revocable Permit
Resolution with Survey
PowerPoint

FILE NUM 20080185633 OR BOOK/PAGE 23262/1647 DATE: 06/03/2008 09:07:35 Pgs 1647 - 1648; (2pgs)
Sharon R. Bock, CLERK & COMPTROLLER

5-2002

RESOLUTION NO. 5-2002 OF THE CITY OF LAKE WORTH, FLORIDA, GRANTING A REVOCABLE PERMIT CONSISTING OF A PORTION OF 4TH AVENUE SOUTH BETWEEN EAST COAST STREET AND THE FEC RAILROAD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has adopted a revocable permit procedure pursuant to Chapter 19, Article III, of the Code of Ordinances; and

WHEREAS, WM. Thies & Sons, Inc., is the adjacent property owner to the following described parcel of public right-of-way:

> That certain 40 foot wide strip located in Block 500 of the Plat recorded in Plat Book 32, Page 14 of the Public Records of Palm Beach County, Florida, more particularly described as a strip of land 40 feet in width northerly and southerly extending easterly and westerly across the right-of-way of the Florida East Coast Railway Company in the Southeast quarter of the Northeast quarter of Section 16, Township 44 South, Range 43 East, the longitudinal center line of said strip of land being located 1978.0 feet southerly from the Railway's Mile Post No. 306 from Jacksonville, Florida, said right-of-way of the Railway having a total width of 211 feet more or less at this location, being 161 feet more or less and 50.0 feet in width on the easterly and westerly sides respectively of the center line of the Railway's northbound main track, the northerly and southerly lines of said strip of land coinciding with those respective lines of 4th Avenue South, if extended across said right-of-way of the Railway, and as shown on the attached part of the Railway's plan V3-S17c dated June 27, 1949.

and

WHEREAS, WM. Thies & Sons, Inc., has applied for a revocable permit; and

WHEREAS, staff has recommended approval of said revocable permit.

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

Section 1. The City Commission of the City of Lake Worth hereby grants a revocable permit for the following described parcel of public right-of-way:

> That certain 40 foot wide strip located in Block 500 of the Plat recorded in Plat Book 32, Page 14 of the Public Records of Palm Beach County, Florida, more particularly described as a strip of land 40 feet in width northerly and southerly extending easterly and westerly across the right-of-way of the Florida East Coast Railway Company in the Southeast quarter of the Northeast quarter of Section 16, Township 44 South, Range 43 East, the longitudinal center line of said strip of land being located 1978.0 feet southerly from the Railway's Mile Post No. 306 from Jacksonville, Florida, said right-of-way of the Railway having a total width of 211 feet more or less at this location, being 161 feet more or less and 50.0 feet in width on the easterly and westerly sides respectively of the center line of the Railway's northbound main track, the northerly and southerly lines of said strip of land coinciding with those respective lines of 4th Avenue South, if extended across said right-of-way of the Railway, and as shown on the attached part of the Railway's plan V3-S17c dated June 27, 1949.

Section 2. The revocable permit shall be recorded in the public records of Palm Beach County, Florida.

Section 3. This Resolution shall become effective immediately upon its passage.

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

Mayor Rodney G. Romano	AYE
Commissioner Scott Maxwell	AYE
Commissioner Colburn H. McKinnon	AYE
Commissioner Gary Bo Allen	AYE
Commissioner Joe Egly	AYE

The Mayor thereupon declared this Resolution duly passed and adopted on the 5th day of February, 2002.

LAKE WORTH CITY COMMISSION

By: _____
Rodney G. Romano, Mayor

ATTEST:

_____
Barbara L. Eberly, Acting City Clerk

Submitted: January 15, 2002

ORIGINAL DOCUMENT

RESOLUTION NO. 08-2016 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER THE ABANDONMENT OF THE 40 FOOT WIDE STRIP OF 4TH AVENUE SOUTH RIGHT-OF-WAY RUNNING EAST TO WEST FROM THE WESTERN EDGE OF S. EAST COAST STREET RIGHT-OF-WAY TO THE EASTERN EDGE OF THE FLORIDA EAST COAST RAILWAY COMPANY RIGHT-OF-WAY (A DISTANCE OF APPROXIMATELY 112 FEET); SETTING A PUBLIC HEARING TO HEAR AND CONSIDER OBJECTIONS TO AND PROTESTS AGAINST THE PROPOSED ABANDONMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the original dedication for the 4th Avenue South right-of-way (in Plat Book No. 2, page 37 and identified as "8th Avenue") is not clear as to whether the dedication extended the 40-foot 4th Avenue South right-of-way from the western edge of the S. East Coast Street right-of-way to the eastern edge of the Florida East Coast Railway Company's right-of-way (a distance of approximately 112 ft.) ("Abandonment Area"); and

WHEREAS, in 2002, the City approved a revocable permit agreement with the owner of the real property surrounding the Abandonment Area which revocable permit was thereafter recorded in Official Records Book 23262, Page 1647 of the Official Records of Palm Beach County, Florida (the "Revocable Permit") in order for the owner to be able to utilize the Abandonment Area; and

WHEREAS, in 2003, the owner of the surrounding real property constructed an open-air structure over the Abandonment Area; and

WHEREAS, the current owner desires to sell the Abandonment Area including the 2003 structure thereon, together with the real property and improvements surrounding the Abandonment Area; and

WHEREAS, the buyer has approached the City about the Abandonment Area and whether it is encumbered by the 4th Avenue South right-of-way; and

WHEREAS, the City has no utilities in the Abandonment Area; and

WHEREAS, the Abandonment Area has been closed since the construction of the 2003 structure; and

WHEREAS, the City desires to express its intent to abandon the Abandonment Area and set a public hearing for the abandonment.

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

<u>Section 1.</u> The City Commission of the City of Lake Worth, Florida, hereby declares its intention to consider the abandonment of the following described right-of-way:

That part of Block 500, The Palm Beach Farms Co Plat No. 2, Lucerne Townsite (now known as the City of Lake Worth) according to the plat thereof, recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida described as a strip of land 40 feet in width Northerly and Southerly extending Easterly and Westerly across the right of way of the Florida East Coast Railway Company (a distance of approximately 112 ft.) and adjacent to and North of the following described parcel:

Beginning at the point of Intersection of the right-of-way of East Coast Street and the Westerly extension of the South right-of-way of 4th Avenue South, (shown on the recorded plat as 8th Ave.); thence South 01°42’39” West along said Westerly right-of-way of East Coast Street, a distance of 400.0 feet to the intersection of the right-of-way of East Coast Street and the Westerly extension of the North right-of-way of 5th Avenue South, (shown on the recorded plat as 7th Avenue); thence North 88° 16'54” West along said Westerly extension of the North right- of-way of 5th Avenue South, a distance of 108.73 feet to the East line of a 100 foot operating right-of-way of the Florida East Coast Railway, L.L.C.; thence North 01°l0’00” East along the said East line of right-of-way of the Florida East Coast Railway, L.L.C., a distance of 400.0 feet to the Westerly extension of the South right-of-way of said 4th Avenue South; thence South 88° 16’ 54” East along said Westerly extension of 4th Avenue South, a distance of 112.54 feet to the Point Of Beginning.

The Abandonment Area is shown in the attached survey as parcel A(3).

Subject to easements, restrictions, reservations, covenants, and rights-of-way of record without serving to reimpose same.

Section 2. A public hearing is to be held at 6:00 p.m., on February 16, 2016, or as soon thereafter as the matter can be heard, at City Hall, 7 North Dixie Highway, Lake Worth, Florida, to hear and consider comments by the public regarding the abandonment of the aforementioned right-of-way.

Section 3. This Resolution shall become effective immediately upon its passage.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted this 2nd day of February, 2016.

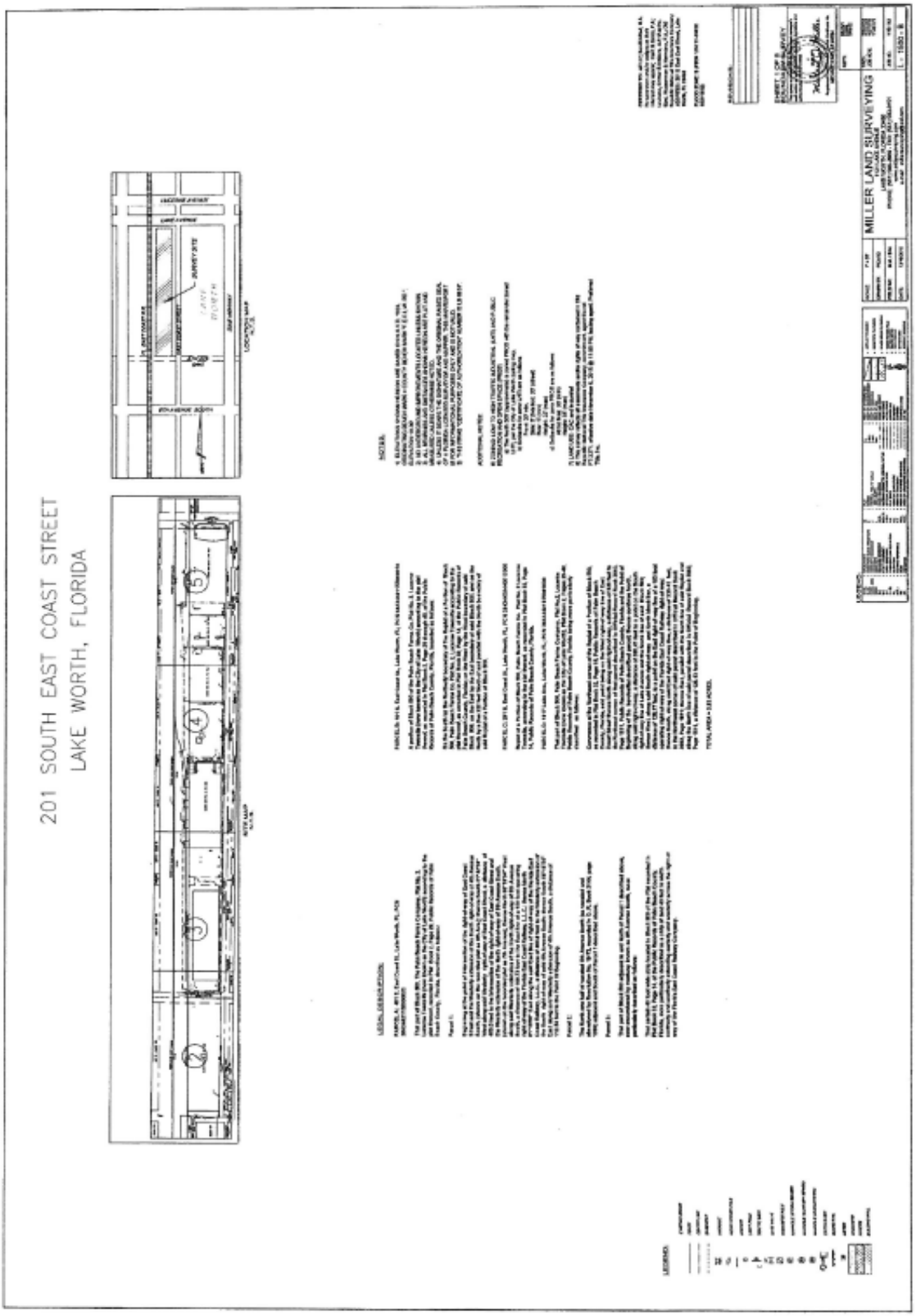
LAKE WORTH CITY COMMISSION

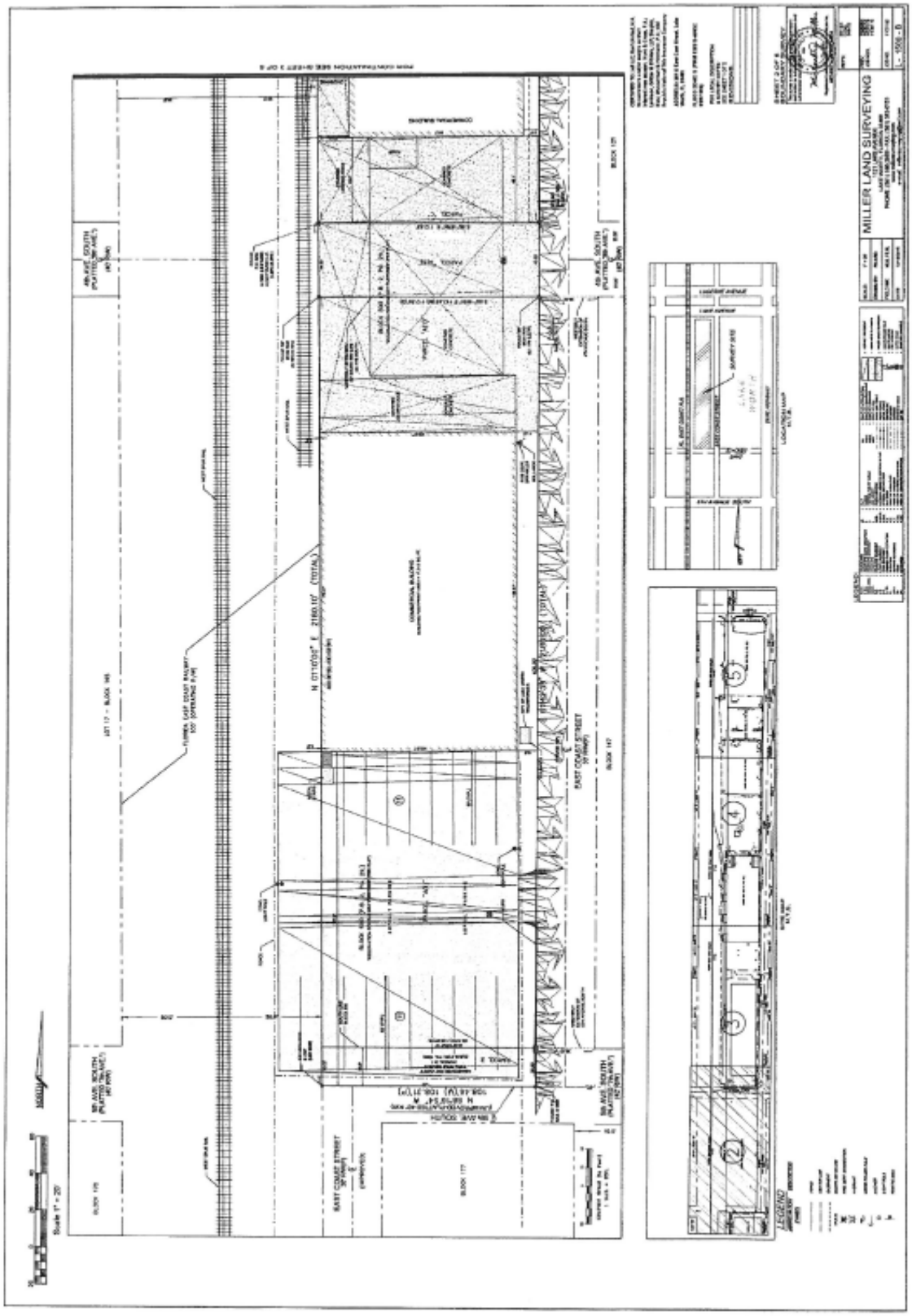
By:_____
Pam Triolo, Mayor

ATTEST:

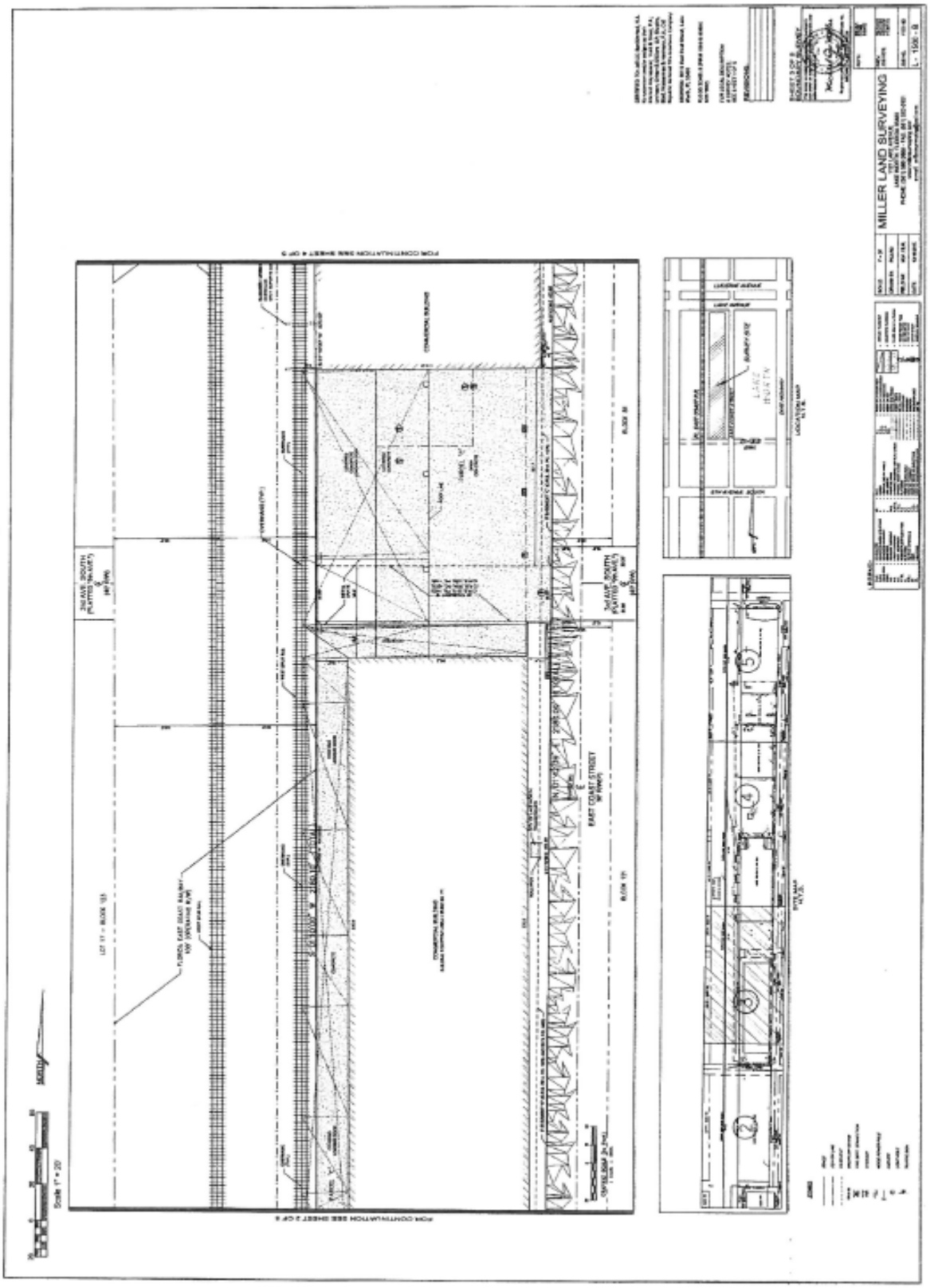
_____
Pamela J. Lopez, City Clerk

Survey

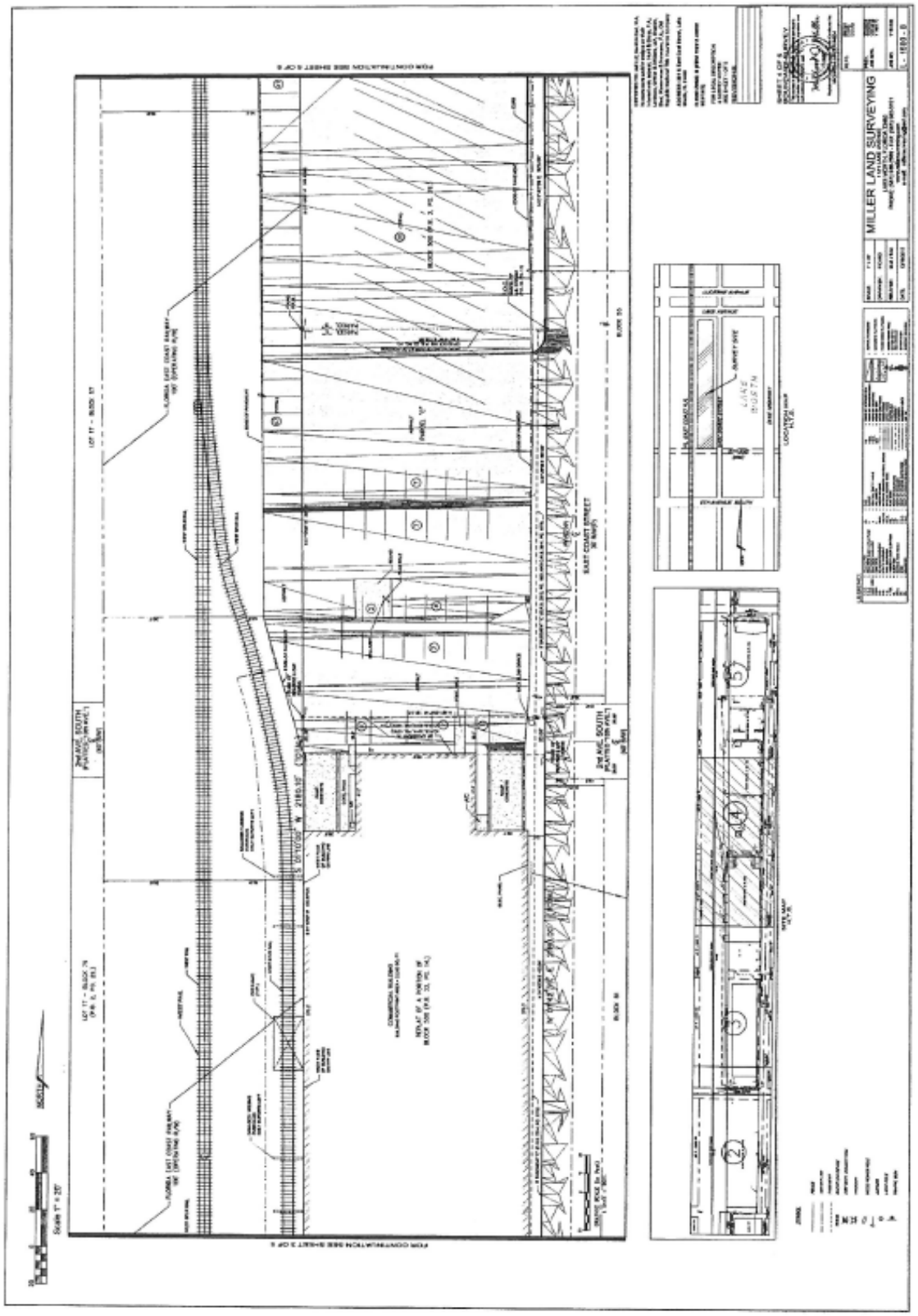

201 SOUTH EAST COAST STREET
LAKE WORTH, FLORIDA
MILLER LAND SURVEYING



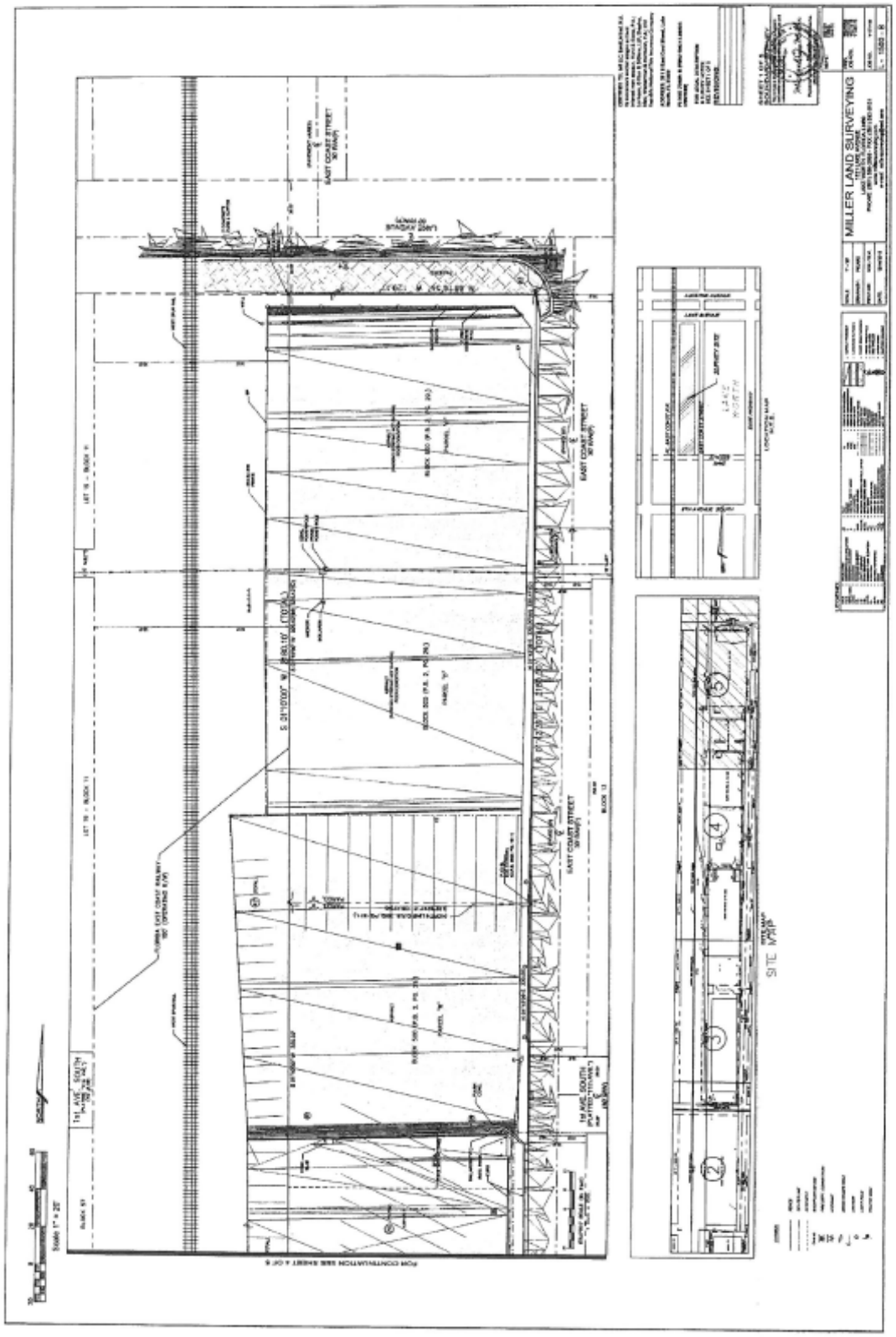
123
124


MILLER LAND SURVEYING
EAST COAST STREET
FROM CONTINUATION SEE SHEET 3 OF 5
FROM CONTINUATION SEE SHEET 4 OF 5
Scale 1" = 20'
NORTH

125
126


MILLER LAND SURVEYING
EAST COAST STREET
2nd AVE. SOUTH
LOCATION MAP
NTS
SURVEY SITE
LAKE WORTH
SCALE 1" = 20'

127
128


MILLER LAND SURVEYING
EAST COAST STREET
SITE MAP

CITY OF LAKE WORTH
FLORIDA

The Art of Florida Living. SM

INTENT OF ABANDONMENT OF A 40’ STRIP OF LAND

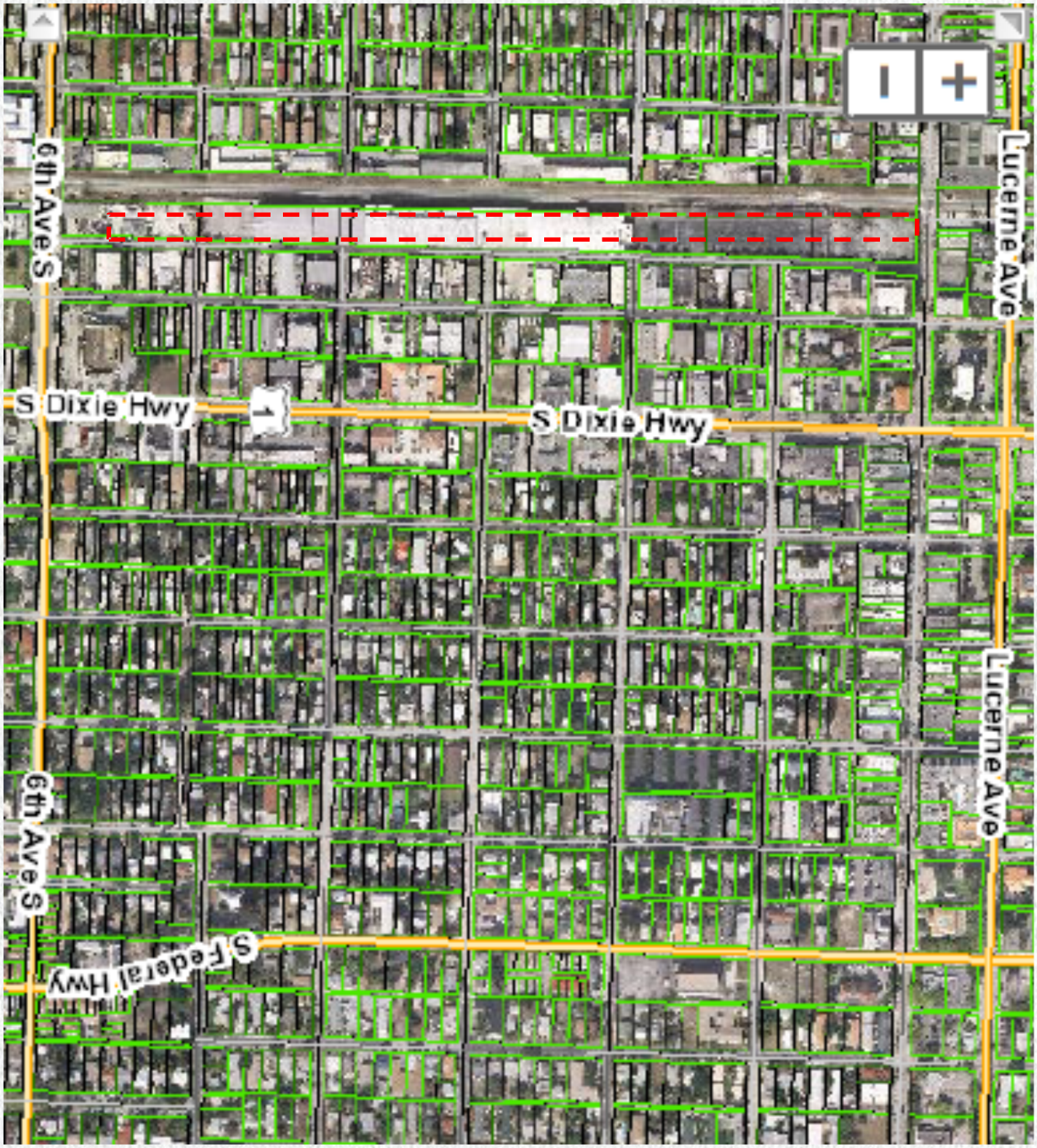
City Commission Meeting

February 2, 2016

Proposed Abandonment Would

- Provide clarification of action taken in 2002
- Provide clear title of land
- Add land back to tax role
- Allow for purchase of land for prospective owner

Site is Commonly Known as the Wm. Thies Property



4th Avenue South dead-ends at 201 South East Coast Street (Wm. Thies property).

West side of the property is adjacent to FEC rail.

Zoned: Artisanal Industrial District

Future Land Use: Transit Oriented Development

40’ Strip of Land proposed for Abandonment

Structure built as a result of Resolution 5-2002

The Art of Florida Living. SM

- Water Utility Support
- Electric Utility Support
- Public Services Support
- Department for Community Sustainability Support

- Staff recommends approval of Intent of Abandonment as outlined in the Resolution and the scheduling of a Public Hearing on February 16, 2016.

AGENDA DATE: February 2, 2016, Regular Meeting **DEPARTMENT:** Finance

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EXECUTIVE BRIEF

TITLE:
Agreement with The Florida Division of Blind Services, Bureau of Business Enterprise to provide snack vending machine services

SUMMARY:
The Agreement provides for snack vending machines at locations designated by the City on City property described in Appendix A of the Request for Proposal.

BACKGROUND AND JUSTIFICATION:
The City of Lake Worth issued a Request for Proposal (RFP) #15-200 in 2015 soliciting bids from vendors to provide snack vending machine services to various locations on city property. The Florida Division of Blind Services, Bureau of Business Enterprise was awarded the contract as they received the highest score on the Request for Proposal evaluation. No payment shall be made to either party, or by either party regarding the rendering of snack vending services.

MOTION:
I move to approve / not approve an agreement with The Florida Division of Blind Services, Bureau of Business Enterprise to provide snack vending machine services for a period of three (3) years, with a renewable option of one additional three year period.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Request for Proposal/Scope of work
Appendix A (Current City Vending Locations)
Agreement

Request for Proposals

The City of Lake Worth

REQUEST FOR PROPOSALS

RFP # NO. 15-200

SNACK VENDING MACHINE SERVICES

Where the Tropics Begin

FINANCE OFFICE
7 North Dixie Hwy.
Lake Worth, FL 33461
TEL: 561-586-1651
FAX: 561-586-1673

Where the Tropics Begin

RFP # 15-200

SNACK VENDING MACHINE SERVICES

The City of Lake Worth is seeking proposals from qualified vendors for professional food and beverage vending services for the City provides for the successful vendor to place vending machines for soft drinks, fruit drinks, water, candy, and snacks in City owned buildings. This proposal specifically excludes pay telephone service and the vending sale of tobacco and alcoholic beverage products. This solicitation is solely for the sale of vending products from vending machines. The initial term shall be for a 3 year period. The City will have the option, in its sole discretion, to extend the contract for one (1) three-year period for a total contract period for these services of six (6) years.

Time is of the essence and any proposal received after **3:00 p.m., Tuesday, March 24, 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 the City's 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 proposer including without limitation any and all costs and fees related to a protest.

Interested parties may obtain a copy of the RFP by contacting the Finance Office at (561) 586-1651 or from the City's website at www.lakeworth.org, Purchasing Opportunities. All proposals must be hand-delivered or mailed to:

City of Lake Worth Finance Office – 2nd Floor
7 North Dixie Hwy
Lake Worth, FL 33461

ENVELOPE MUST BE IDENTIFIED AS RFP # 15-200 Small Business participation is strongly encouraged.

BY: _____
Hirut Darge, Finance Office

PUBLISHED: February 20, 2015
City Lake Website & DemandStar

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth is seeking proposals from qualified vendors for professional food and beverage vending services for the City provides for the successful vendor to place vending machines for soft drinks, fruit drinks, water, candy, and snacks in City owned buildings. This proposal specifically excludes pay telephone service and the vending sale of tobacco and alcoholic beverage products. This solicitation is solely for the sale of vending products from vending machines. The City will have the option to extend the contract for four (4) one-year periods for a total contract period for these services of five (5) years.
A more detailed scope of services is incorporated into this RFP as **Exhibit "A".**

Site Visit is strongly encourage it will be held at 9:00a.m. on Wednesday, March 4, 2015, at the City Hall Conference Room located at 7 North Dixie Hwy, Lake Worth, FL 33460 to inspect and review the site and questions will be encouraged.

2. SUBMITTAL OF PROPOSALS

Interested Proposers 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 the goods and/or services upon selection of the proposal that best satisfies the evaluation criteria.

Time is of the essence and any proposal received after **3:00 p.m., Tuesday, March 24, 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 the 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 Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Proposer. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

3. REGISTRATION

Each Proposer seeking to submit a proposal is requested to **register** with the Finance 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 Finance Office at the address noted below on or before **3:00 p.m., Friday, March 6, 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 Proposer; however, the City will use its best efforts to provide issued addenda to those Proposers registered for this RFP with the City.

Hirut Darge, Purchasing Agent
Finance 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 — March 6, 2015 (before 3 PM)
- Questions from Potential Proposers Due — March 9, 2015 (3 PM)
- Issue Addendum (if necessary) — March 10, 2015
- Proposal Response Due — March 24, 2015 (3 PM)

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 including the fee for the services to be rendered will be negotiated with successful Proposer. If the City and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Proposers and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Proposer that best meets the needs of the City.

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.

11. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

A. The firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

B. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of $1,000,000.00 per occurrence ($2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.

C. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

D. 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 Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the CITY as an "Additional Insured".

12. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals. 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 with or without discussion. 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 Finance 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 interests.

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 the City's investigation. 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 specified 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). **To be considered "Qualified", a Proposer must receive a minimum aggregate average of 70 points.**

Qualifications by Category	Weight
A. Pricing & Proposal Requirements Price competitiveness Percent of commission on sales paid to the City Quality & thoroughness of proposal submitted	**40%**
B. Experience & Qualifications Qualifications & experience of the proposing firms, principals, & personnel Number of years this firm has been in business Ability to comply with the full scope of the specifications	**30%**
C. Proposed Products & Services The range of the selection offered by brand & category of merchandise Condition, type & capacity f vending machines offered Value added services or innovative offerings	**30%**
Total	**100%**

13. PROPOSAL FORMAT

Each proposer shall submit **one (1) original, three (3) copies and (1) electronic copy** 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; how long in business; general approach to tasks and projects; and, why the Proposer should be selected.

- Proposer's understanding of the scope of services which should include a clear description of services proposed. Vendor should also include details of their approach and work plans.
- 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 individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm 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. Each Proposer is responsible for visiting the City's website to view and obtain addendum.

C. References & Materials (not to exceed 30 pages plus the form).

Proposers shall provide a minimum of three (3) references on the form provided demonstrating their experience & skill. Prior experience & skill with other Florida municipalities 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. Samples of materials that would fall into the scope of services herein should be submitted with the proposal. The samples of material should not exceed 30 pages.

D. Proof of Licenses (unlimited)

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

- Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Proposer'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 firm 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. 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.*

14. 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.

15. 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.

16. EXHIBITS

This RFP consists of the following exhibits (which are incorporated herein by reference):

A.	Exhibit "A"	Scope of Services
B.	Exhibit "B"	Registration Form (should be submitted)
C.	Exhibit "C"	Proposer Information Form (must be submitted)
D.	Exhibit "D"	Drug Free Workplace Form (must be submitted)
E.	Exhibit "E"	References (must be submitted)
F.	Exhibit "F"	Proposal Worksheets Price Schedule (must be signed)
G.	Appendix "A"	Current City Vending Locations

17. 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

SNACK VENDING MACHINE SERVICES

EXHIBIT "A"

RFP 15-200

SCOPE OF SERVICES

1. WORK OBJECTIVE

The City of Lake Worth desires to have a single vendor supply vending products through machines provided at the vendor's sole expense at designated locations on City property as shown in Appendix A to this solicitation. The City may elect to award a contract with commissions as a percent of sales revenue after sales tax from all sales generated. Contractor must indicate product pricing for both a commission and non-commission contract and propose a commission percentage on the proposal worksheet.

The City of Lake Worth has four (4) specific goals for this proposal:

a) Ensure that public health and safety are well guarded.
b) Ensure full compliance with all Federal, State, and Local laws that regulate food and beverage vending services.
c) Provide the best quality food and beverage vending at the lowest cost to the taxpayers and employees of the City.
d) Allow a commission to be paid to the City.

Additional consideration will be given to contractors offering a comprehensive selection of health conscious beverage and snack options such as 100% fruit juices, whole wheat crackers, trail mix, zero trans-fat foods, baked chips, or similar.

2. SCOPE OF WORK TO BE PROVIDED

A. Provision of Machines, Maintenance, and Stocking

The successful vendor shall be solely responsible for the placement of machines at locations designated by the City on City property. The vendor shall be responsible for keeping all equipment in a clean and sanitary condition. The vendor shall be solely responsible for their upkeep and repair to ensure they are in good working order at all times. Machines that are damaged or unsightly shall be removed within five (5) workdays of notice from the City Contract Coordinator.

Stocking of new, fresh merchandise shall be the sole responsibility of the successful vendor. All merchandise must be fresh and have un-expired dates of sale at all times. Vendor shall remove all expired merchandise not later than the printed expiration date if not sold. Sale of stale or expired merchandise shall be a basis for default of the contract.

Vendor shall be responsible for stocking and restocking merchandise on a regular basis based on sales volume. Repeated out of stock conditions in one or more machines shall provide a basis for contract default.

B. Specifications for Machines

Machine Description

1. Vendors must thoroughly describe all machines covered in their proposal, including the following data:
    a. Physical size, make, model, year
    b. Number of food products dispensed
    c. Electrical requirements
    d. Plumbing requirements
    e. Ability to change item prices
    f. Coin change capacity

2. All vending machines must be of current manufacture, no older than five (5) years, and in excellent physical and mechanical condition. Machines that do not meet these requirements will not be acceptable for placement. Machines should be attractive and clean. Proposer must include pictures of machines to be used.

3. All machines shall have the National Sanitation Foundation (NSF) approval.
4. All machines provided must accept dollar bills and coins and have the capacity to make change.
5. All machines must be front loading.

C. Products in Machines

Proposer must provide actual product brand names in Proposal Worksheets (pages 21-22). Once products are approved, no substitutions are allowed without prior approval from the contract coordinator. All products must be recognized national brands and must include sell by dates imprinted on each drink or snack.

Soft Drink, Water, & Real Fruit Drink Machines

All machines in this category must provide refrigerated soft drinks in 12-ounce aluminum cans and water and real fruit beverages in a minimum of 16-ounce plastic containers. A minimum of eight (8) different selections must be available in each machine furnished under this contract. Products furnished must be a recognized name brand approved by the City. Awarded contractor must be capable of supplying either Coca Cola and/or Pepsi products.

Sports Drink & Water Machines

All machines in this category must provide refrigerated sports drinks and water in plastic containers with a minimum of 16.9 ounces. A minimum of five (5) different selections must be available in each machine furnished under this contract. Products furnished must be a recognized name brand approved by the City.

Candy and Snack Machines

All machines in this category must provide candy, gum, bagged snacks, cookies, and crackers that do not require refrigeration. A minimum of twenty-four (24) different selections in broad assortment must be furnished in each machine. Products furnished must be recognized name brands approved by the City.

3. VENDOR REQUIREMENTS

The vendor must meet the following requirements on a continuous basis during the contract period and any extensions, or it shall be cause for the City to hold the vendor in default.

A. The vendor shall provide all machines in those locations as specified in Appendix A to this solicitation. Machines shall be operational at all times except in cases beyond the control of the vendor (example - during periods of electrical power outages).

B. Vending machines shall be maintained in an excellent state of repair by the contractor and shall be repaired or replaced to a standard acceptable to the City, within five (5) business days of verbal notification of a deficiency.

C. Vending machines shall be added or removed from a location only as requested by or approved by the City. Valid reasons for removing a machine shall include documented excessive vandalism or low sales that result in the vending machine being uneconomical to the vendor. The City will evaluate each request and removal permission shall not be unreasonably withheld. Removal for isolated cases of vandalism or seasonable slowdown of sales will not be accepted. Additional machines will be added at the City request based on new facilities, increased usage or high sales that merit additional machines. The contractor shall comply with the City's requests to add or remove machines within ten (10) business days. The contractor may suggest the addition of machines, but must obtain City approval before installation of the additional machine.

D. Pricing of products must be accomplished as part of the successful contractor's bid proposal. Price changes may be implemented no more frequently than annually at the time of contract renewal. All price changes must be reasonable and shall be submitted to the City for review and approval at least sixty (60) calendar days prior to implementation. The City reserves the sole right to determine if price changes are reasonable and will be implemented.

E. Contractor shall provide both dollar bill and coin changer on all machines. The ability to change larger denomination bills than a $1 bill will be favorably considered.

F. Contractor shall collect all sales revenue from each machine on a regular basis, at least once each ten (10) calendar days, to reduce the risk of pilferage. The contractor shall be solely responsible for any loss of proceeds through fraud, theft, pilferage or embezzlement.

G. Remittance of City commission, shall be made monthly by check made payable to the City of Lake Worth. Such remittance must be received by the Department of Finance, Attention: Lynn Sexton, 7 North Dixie Hwy, Lake Worth, Florida 33460 not later than fifteen (15) calendar days following the month for which commissions are due.

H. Any food products and short-changes which result in consumer complaint must be resolved by immediate refund. Contractor will provide and maintain a $10.00 petty cash fund to a designated city employee for each location. The contractor will supply refund slip envelopes.

I. All vending food and beverage products shall be transported in dedicated foodservice vehicles. Delivery vehicles shall be clean and sanitary and be maintained at a proper food storage temperature. It is desired that delivery vehicle food and beverage compartments be refrigerated or air conditioned. Proposer shall include a listing of delivery vehicles that will be used to transport food and beverage products.

4. MONTHLY STATEMENTS/ AUDIT OF COLLECTIONS

If the City of Lake Worth elects to receive commissions from sales, the Provider agrees to compute, report, and pay monthly commission to the City due from gross vending receipts in accordance Proposal Worksheet on page twenty-two of this RFP. The percentage of commission paid to the City shall be calculated on gross sales less applicable sales tax. Accompanying the check representing payment of commission due, a statement of sales with the following information will be forwarded to the City:

1. Machine number & location
2. Number of units sold
3. Vending price
4. Gross sales total for each machine
5. Florida sales tax amount and after tax cash collected
6. Net total applicable to commission
7. Commission rate
8. Commission due

The City has the option of spot-checking collections as required to ensure accurate reporting of income and commissions.

5. CITY PROVIDED SERVICES TO THE VENDOR

The City will provide the following services to the vendor to assist in maximizing sales of vended products:

A. The City will attempt to locate vending machines in areas that will maximize visibility to the intended customers. For example, machines targeted at employees will be located in employee break rooms or in locations easily accessible to employees. Machines targeted at the general public will be located where good exposure will be provided to the users of the facility. If a conflict arises over location of a machine, the City will have final authority to settle the disputed location.

B. The City shall provide electrical service to operate the vending machines, at no cost to the vendor, from existing outlets. Any construction to expand existing electrical outlet locations will be provided by the City to the vendor at the actual cost to the City, if it is in the mutual interest of the City and the vendor.

C. The City will provide the successful contractor with the exclusive right to vend Through machines the products as defined in the machine categories in Appendix A on City property.

6. VANDAL PROTECTION

The contractor shall be responsible for equipping all machines located outdoors, and therefore available to the public, with vandal-proof enclosures or cages. Approval of the protective devices used must be obtained from the City Contract Coordinator.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected firm.

END OF SCOPE OF SERVICES

SNACK VENDING MACHINE SERVICES

EXHIBIT "B"

RFP # 15-200

REGISTRATION FORM

Proposers should complete and return this form to the Finance Office prior **3:00 P.M. EST, Friday, March 6, 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

SNACK VENDING MACHINE SERVICES

EXHIBIT "C"

PROPOSER INFORMATION PAGE

RFP # 15-200

Company Name: _____

Authorized Signature: _____

Signature Print Name

Title: _____

Physical Address: _____

Street

_____

City State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Web Site (if applicable):_____

Federal Identification Number: _____

This is a requirement of every Proposer.

SNACK VENDING MACHINE SERVICES

EXHIBIT "D"

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:

SNACK VENDING MACHINE SERVICES

EXHIBIT "E"

REFERENCES

List below or on an attached sheet similar references per RFP requirements for providing Professional Foods & Beverage Vending services: 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: _____

_____.

#**2 REFERENCE**

Name of Client: _____

Address: _____

Phone No.: (___) _____ Fax: (___) _____

Contact Person Name: _____ Title: _____

Description of services: _____

_____.

#3 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (___) _____ Fax: (___) _____

Contact Person Name: _____ Title: _____

Description of services: _____

_____.

SNACK VENDING MACHINE SERVICES

EXHIBIT "F"

PROPOSAL WORKSHEET PRICE SCHEDULE

BEVERAGES (REFRIGERATED)

CARBONATED SOFT DRINK

#	Item	Brand	Size	Price with commission	Price **without** commission
1				$	$
2				$	$
3				$	$
4				$	$
5				$	$
6				$	$
7				$	$
8				$	$
9				$	$
10				$	$

FRUIT DRINKS

#	Item	Brand	Size	Price with commission	Price **without** commission
1				$	$
2				$	$
3				$	$
4				$	$

WATER

#	Item	Brand	Size	Price with commission	Price **without** commission
1				$	$
2				$	$
3				$	$
4				$	$

Proposer: _____ **Date**: _____

SNACK VENDING MACHINE SERVICES (CON'T)

CANDY AND SNACK MACHINES

Complete form below with a description of candies, snacks, cookies, crackers and gums. List must include **actual brand names** of items offered and selling prices. No other selling prices will be authorized.

#	Product Type**	Brand	Net Wt.	Price with commission	Price **without** commission
1				$	$
2				$	$
3				$	$
4				$	$
5				$	$
6				$	$
7				$	$
8				$	$
9				$	$
10				$	$
11				$	$
12				$	$
13				$	$
14				$	$
15				$	$
16				$	$
17				$	$
18				$	$
19				$	$
20				$	$
21				$	$
22				$	$
23				$	$

** Please attach supplement pages as necessary.

Proposed commission to be paid to the City of Lake Worth as a percent of all sales revenue after sales tax from vending services provided to the city.

Beverages _____ **Percent (In Words),** _____ **% (In Figures)**

Candy & Snack _____ **Percent (In Words),** _____ **% (In Figures)**

Proposer: _____ **Date:** _____

SNACK VENDING MACHINE SERVICES

APPENDIX "A"

CURRENT CITY VENDING LOCATIONS

Locations are subject to change.

DEPARTMENT/ADDRESS	MACHINE
Utilities-Debra Jackson 1900 2nd Ave North, Lake Worth, FL 33460	2 Machine - Soda & Snack*
Power Plant-Evanna Stephenson 117 College St., Lake Worth, FL 33460	2 Machine - Soda & Snack*
Garage-Suzanne Rosales 1749 3rd Ave South, Lake Worth, FL 33460	2 Machine - Soda & Snack*
City Hall-Lynn Sexton 7 North Dixie Hwy, Lake Worth, FL 33460	2 Machine - Soda & Snack*
Sheriff Office 120 North G St. Lake Worth, FL 33460	2 Machine - Soda & Snack*
Water Distribution-Judy Love 1900 2nd Ave North, Lake Worth, FL 33460	2 Machine - Soda & Snack*
Refuse-Sharon Lanciano 1880 2nd Ave North, Lake Worth, FL 33460	1 Machine - Soda*
Grounds-Chris Kibben 1724 12th Ave South, Lake Worth, FL 33460	1 Machine - Soda*
Beach-Tim Ehmke 10th South Ocean Blvd, Lake Worth, FL 33460	1 Machine - Soda**
Osborne Community-Nicola Bohannon 1699 Wingfiled St., Lake Worth, FL 33460	1 Machine - Soda*

Outdoor Vending Machine - It shall be the responsibility of the vendor to provide protection from the weather and vandals. All cages and overhead protection must be approved in advance by the City Contract Coordinator.

* Existing Machine in the City of Lake Worth

** Need new machine

AGREEMENT FOR SNACK VENDING MACHINE SERVICES

THIS AGREEMENT is made this _____ day of _____, 2015 by and between the **CITY OF LAKE WORTH, FLORIDA**, a Florida municipal corporation, with a physical address of 7 N. Dixie Highway, Lake Worth, Florida ("CITY") and **THE FLORIDA DIVISION OF BLIND SERVICES', BUREAU OF BUSINESS ENTERPRISE**, located at 325 W. Gaines Street, Room 1114, Turlington Bldg., Tallahassee, FL 32399 ("PROVIDER").

RECITALS

WHEREAS, the CITY issued a bid, RFP #15-200, for snack vending machine services; and

WHEREAS, PROVIDER is an entity duly licensed to do business in the State of Florida engaged in snack vending machine services, ("Services") as described in this Agreement and desires to render Services for the CITY as provided herein; and

WHEREAS, PROVIDER shall provide snack vending machine services for the CITY; and

WHEREAS, PROVIDER further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and Agreements herein contained and assumed, the CITY and PROVIDER hereby enter into this snack vending machine services Agreement to set forth the terms and conditions under which PROVIDER will provide snack vending machine services to CITY and agree as follows:

1. SERVICES. PROVIDER shall provide all Services as required and in the same manner as set forth in the RFP Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein.

2. PAYMENT. No payment shall be made to either party by either party regarding the rendering of snack vending services.

3. TERM. The term of this Agreement shall commence on the date executed by the latter of the CITY and PROVIDER and continue for a period of three (3) years, unless otherwise terminated as provided herein. The Agreement may be renewed for one three year period, upon the consent of the CITY, in its sole discretion.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PROVIDER

4.1 Authority. PROVIDER hereby represents and warrants to the CITY that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

4.2 DULY-LICENSED. PROVIDER represents that it is duly licensed to perform the services under this Agreement and that it will continue to maintain all licenses and approvals required in conducting its business.

5. COMPLIANCE WITH LAWS. In the conduct of the Services under this Agreement, PROVIDER shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and CITY ordinances and regulations.

6. INSURANCE. PROVIDER shall provide and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as set forth in the RFP.

7. INDEMNITY. Neither the CITY nor PROVIDER elects to indemnify the other from any claim, suit, judgment, debt, or damages, arising out of performance or failure to perform or negligent or wrongful acts or omissions under this Agreement of any of its employees, servants, or agents acting within the employee's, servant's or agent's office under this Agreement. Neither the CITY nor the PROVIDER waives its sovereign immunity, except to the extent provided by law. Nothing in this Agreement may be construed as the consent of the CITY or PROVIDER to be sued by the other in any matter arising out of this Agreement. This section shall survive the termination of this Agreement.

8. TERMINATION.

8.1 The CITY shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon thirty (30) days written notice to PROVIDER. If the Agreement is terminated, PROVIDER shall be responsible to remove all of its equipment from CITY premises by the date of termination. In the event PROVIDER fails to remove its equipment within the time frame provided, the CITY may remove such equipment and bill PROVIDER for the cost of such removal. PROVIDER agrees to hold the CITY harmless for any damage that may occur due to the CITY's removal.

8.2 PROVIDER shall have the right to terminate this Agreement without penalty in the event a State-owned building becomes available to PROVIDER for occupancy, and upon the giving of six (6) months advance written notice to the CITY by Certified Mail, Return Receipt Requested.

8.3 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

9. NOTICE. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or by hand delivery to the address on the first page of this Agreement, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

10. TAXES. PROVIDER understands that in performing the Services for the CITY, PROVIDER shall not be authorized to use the CITY's tax exemption number for purchasing supplies or materials.

11. NON-DISCRIMINATION. In performing under this Agreement, PROVIDER shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

12. ASSIGNMENT. This Agreement requires the experience of PROVIDER and may not be assigned by PROVIDER. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

13. FORCE MAJEURE. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

14. ETHICS; CONFLICTS OF INTEREST. PROVIDER shall comply with all state, county and city ethics laws and regulations.

15. PUBLIC ENTITY CRIMES ACT. PROVIDER represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that PROVIDER and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY's competitive procurement activities.

16. LOBBYING CERTIFICATION. PROVIDER certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

17. GOVERNING LAW. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The CITY and PROVIDER submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this

Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. PROVIDER agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. 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.

18. SEVERABILITY. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

19. WAIVER. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

20. HEADINGS. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

21. ENTIRE AGREEMENT. This Agreement is the entire agreement and understanding of the parties with respect to snack vending services and shall supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the CITY and PROVIDER.

22. INSPECTOR GENERAL. PROVIDER is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from PROVIDER and its subcontractors and lower tier subcontractors. PROVIDER understands and agrees that in addition to all other remedies and consequences provided by law, the failure of PROVIDER or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement justifying its termination. PROVIDER has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

23. PUBLIC RECORDS. PROVIDER shall comply with Florida's Public Records Laws, and specifically agrees to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the PROVIDER upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

24. COUNTERPARTS; DIGITAL SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties to this Agreement may agree to execute this Agreement, and all subsequent amendment or modifications to it, by electronic means.

25. AVAILABILITY OF FUNDS. Pursuant to Section 255.2502, Florida Statutes, the CITY acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

ATTEST:

_____
Pamela J. Lopez, City Clerk

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triola, Mayor

Approved as to form and legal sufficiency:

FOR
Glen J. Torcivia, City Attorney

Florida Department of Education

By: Pam Stewart
Pam Stewart, Commissioner

Date: 7/29/15

Florida Division of Blind Services

By: _____ For Director Doyle III

Robert L. Doyle III, Director

Date: 7-6-15

Approved as to Form and Legal Sufficiency for DBS

By: _____

Date: 6/22/15

SNACK VENDING MACHINE SERVICES

EXHIBIT "A"

RFP 15-200

SCOPE OF SERVICES

1. WORK OBJECTIVE

The City of Lake Worth desires to have a single vendor supply vending products through machines provided at the vendor's sole expense at designated locations on City property as shown in Appendix A to this solicitation. The City may elect to award a contract with commissions as a percent of sales revenue after sales tax from all sales generated. Contractor must indicate product pricing for both a commission and non-commission contract and propose a commission percentage on the proposal worksheet.

The City of Lake Worth has four (4) specific goals for this proposal:

a) Ensure that public health and safety are well guarded.
b) Ensure full compliance with all Federal, State, and Local laws that regulate food and beverage vending services.
c) Provide the best quality food and beverage vending at the lowest cost to the taxpayers and employees of the City.
d) Allow a commission to be paid to the City.

Additional consideration will be given to contractors offering a comprehensive selection of health conscious beverage and snack options such as 100% fruit juices, whole wheat crackers, trail mix, zero trans-fat foods, baked chips, or similar.

2. SCOPE OF WORK TO BE PROVIDED

A. Provision of Machines, Maintenance, and Stocking

The successful vendor shall be solely responsible for the placement of machines at locations designated by the City on City property. The vendor shall be responsible for keeping all equipment in a clean and sanitary condition. The vendor shall be solely responsible for their upkeep and repair to ensure they are in good working order at all times. Machines that are damaged or unsightly shall be removed within five (5) workdays of notice from the City Contract Coordinator.

Stocking of new, fresh merchandise shall be the sole responsibility of the successful vendor. All merchandise must be fresh and have un-expired dates of sale at all times. Vendor shall remove all expired merchandise not later than the printed expiration date if not sold. Sale of stale or expired merchandise shall be a basis for default of the contract.

Vendor shall be responsible for stocking and restocking merchandise on a regular basis based on sales volume. Repeated out of stock conditions in one or more machines shall provide a basis for contract default.

B. Specifications for Machines

Machine Description

1. Vendors must thoroughly describe all machines covered in their proposal, including the following data:
    a. Physical size, make, model, year
    b. Number of food products dispensed
    c. Electrical requirements
    d. Plumbing requirements
    e. Ability to change item prices
    f. Coin change capacity

2. All vending machines must be of current manufacture, no older than five (5) years, and in excellent physical and mechanical condition. Machines that do not meet these requirements will not be acceptable for placement. Machines should be attractive and clean. Proposer must include pictures of machines to be used.

3. All machines shall have the National Sanitation Foundation (NSF) approval.
4. All machines provided must accept dollar bills and coins and have the capacity to make change.
5. All machines must be front loading.

C. Products in Machines

Proposer must provide actual product brand names in Proposal Worksheets (pages 21-22). Once products are approved, no substitutions are allowed without prior approval from the contract coordinator. All products must be recognized national brands and must include sell by dates imprinted on each drink or snack.

Soft Drink, Water, & Real Fruit Drink Machines

All machines in this category must provide refrigerated soft drinks in 12-ounce aluminum cans and water and real fruit beverages in a minimum of 16-ounce plastic containers. A minimum of eight (8) different selections must be available in each machine furnished under this contract. Products furnished must be a recognized name brand approved by the City. Awarded contractor must be capable of supplying either Coca Cola and/or Pepsi products.

Sports Drink & Water Machines

All machines in this category must provide refrigerated sports drinks and water in plastic containers with a minimum of 16.9 ounces. A minimum of five (5) different selections must be available in each machine furnished under this contract. Products furnished must be a recognized name brand approved by the City.

Candy and Snack Machines

All machines in this category must provide candy, gum, bagged snacks, cookies, and crackers that do not require refrigeration. A minimum of twenty-four (24) different selections in broad assortment must be furnished in each machine. Products furnished must be recognized name brands approved by the City.

3. VENDOR REQUIREMENTS

The vendor must meet the following requirements on a continuous basis during the contract period and any extensions, or it shall be cause for the City to hold the vendor in default.

A. The vendor shall provide all machines in those locations as specified in Appendix A to this solicitation. Machines shall be operational at all times except in cases beyond the control of the vendor (example - during periods of electrical power outages).

B. Vending machines shall be maintained in an excellent state of repair by the contractor and shall be repaired or replaced to a standard acceptable to the City, within five (5) business days of verbal notification of a deficiency.

C. Vending machines shall be added or removed from a location only as requested by or approved by the City. Valid reasons for removing a machine shall include documented excessive vandalism or low sales that result in the vending machine being uneconomical to the vendor. The City will evaluate each request and removal permission shall not be unreasonably withheld. Removal for isolated cases of vandalism or seasonable slowdown of sales will not be accepted. Additional machines will be added at the City request based on new facilities, increased usage or high sales that merit additional machines. The contractor shall comply with the City's requests to add or remove machines within ten (10) business days. The contractor may suggest the addition of machines, but must obtain City approval before installation of the additional machine.

D. Pricing of products must be accomplished as part of the successful contractor's bid proposal. Price changes may be implemented no more frequently than annually at the time of contract renewal. All price changes must be reasonable and shall be submitted to the City for review and approval at least sixty (60) calendar days prior to implementation. The City reserves the sole right to determine if price changes are reasonable and will be implemented.

E. Contractor shall provide both dollar bill and coin changer on all machines. The ability to change larger denomination bills than a $1 bill will be favorably considered.

F. Contractor shall collect all sales revenue from each machine on a regular basis, at least once each ten (10) calendar days, to reduce the risk of pilferage. The contractor shall be solely responsible for any loss of proceeds through fraud, theft, pilferage or embezzlement.

G. Remittance of City commission, shall be made monthly by check made payable to the City of Lake Worth. Such remittance must be received by the Department of Finance, Attention: Lynn Sexton, 7 North Dixie Hwy, Lake Worth, Florida 33460 not later than fifteen (15) calendar days following the month for which commissions are due.

H. Any food products and short-changes which result in consumer complaint must be resolved by immediate refund. Contractor will provide and maintain a $10.00 petty cash fund to a designated city employee for each location. The contractor will supply refund slip envelopes.

I. All vending food and beverage products shall be transported in dedicated foodservice vehicles. Delivery vehicles shall be clean and sanitary and be maintained at a proper food storage temperature. It is desired that delivery vehicle food and beverage compartments be refrigerated or air conditioned. Proposer shall include a listing of delivery vehicles that will be used to transport food and beverage products.

4. MONTHLY STATEMENTS/ AUDIT OF COLLECTIONS

If the City of Lake Worth elects to receive commissions from sales, the Provider agrees to compute, report, and pay monthly commission to the City due from gross vending receipts in accordance Proposal Worksheet on page twenty-two of this RFP. The percentage of commission paid to the City shall be calculated on gross sales less applicable sales tax. Accompanying the check representing payment of commission due, a statement of sales with the following information will be forwarded to the City:

1. Machine number & location
2. Number of units sold
3. Vending price
4. Gross sales total for each machine
5. Florida sales tax amount and after tax cash collected
6. Net total applicable to commission
7. Commission rate
8. Commission due

The City has the option of spot-checking collections as required to ensure accurate reporting of income and commissions.

5. CITY PROVIDED SERVICES TO THE VENDOR

The City will provide the following services to the vendor to assist in maximizing sales of vended products:

A. The City will attempt to locate vending machines in areas that will maximize visibility to the intended customers. For example, machines targeted at employees will be located in employee break rooms or in locations easily accessible to employees. Machines targeted at the general public will be located where good exposure will be provided to the users of the facility. If a conflict arises over location of a machine, the City will have final authority to settle the disputed location.

B. The City shall provide electrical service to operate the vending machines, at no cost to the vendor, from existing outlets. Any construction to expand existing electrical outlet locations will be provided by the City to the vendor at the actual cost to the City, if it is in the mutual interest of the City and the vendor.

C. The City will provide the successful contractor with the exclusive right to vend Through machines the products as defined in the machine categories in Appendix A on City property.

6. VANDAL PROTECTION

The contractor shall be responsible for equipping all machines located outdoors, and therefore available to the public, with vandal-proof enclosures or cages. Approval of the protective devices used must be obtained from the City Contract Coordinator.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected firm.

END OF SCOPE OF SERVICES

AGENDA DATE: February 2, 2016, Regular Meeting **DEPARTMENT:** Water Utilities

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EXECUTIVE BRIEF

TITLE:
Amendment to Agreement with Utility Service Co., Inc. for Water Tank Maintenance – North Elevated Tank

SUMMARY:
The Amendment authorizes the five year renewal of the initial five year agreement with Utility Service Co., Inc. for maintenance of the North Elevated Tank, at a cost not to exceed $17,936.00 per year for years six through eight, and a cost not to exceed $18,832.80 per year for years nine and ten of the agreement.

BACKGROUND AND JUSTIFICATION:
The City of Lake Worth Utilities Department solicited proposals for contract maintenance, rehabilitation, repair, and repainting of the elevated water storage tanks in the system. This includes the North Elevated Tank located at the Southeast corner of 22nd Avenue North and D Street. On April 15, 2010, the Lake Worth City Commission awarded a five year contract to Utility Service Co., Inc. for the maintenance, rehabilitation, repair, and repainting of elevated water storage tanks.

The agreement for the services has an initial contract period of five years (5yrs), with the option to amend the agreement for an additional 5-year renewal. The standard maintenance cycle for an elevated tank is five years. The agreement stipulates that the execution of each year of the contract will still be dependent on annual budget approval.

MOTION:
I move to approve/not approve the Amendment to Agreement with Utility Service Co., Inc. for Water Tank Maintenance at a cost not to exceed $17,936.00 per year for years six through eight, and a cost not to exceed $18,832.80 per year for years nine and ten of the agreement.

Attachments
Fiscal Impact Analysis
North Tank Agreement for Maintenance
Amendment to Agreement for Water Tank Maintenance

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	$17,936.00	$17,936.00	$17,936.00	$18,832.80	$18,832.80
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	$17,936.00	$17,936.00	$17,936.00	$18,832.80	$18,832.80

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

The North Tank Final Contract allows a five (5) % increase for year nine (9**)**

B. Recommended Source of Funds/Summary of Fiscal Impact

Water Utilities/ Water Treatment							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.3450	Contractual Services	N/A	$325,507.00	N/A	$178,449.79	-$17,936.00	$161,513.79

C. Fiscal Review:

Larry Johnson – Water Utility Director
Corinne Elliott – Assistant Finance Director

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: **City of Lake Worth**
Lake Worth, Florida

Tank Size/Name: **300,000 Gallon Elevated – Water Plant Tank North**

Location: **Southeast Corner of 22nd Avenue North and "D" Street,**
Lake Worth, FL 33460

Date Prepared: **April 12, 2010**

© 2007 Utility Service Co., Inc.

535 Courtney Hodges Blvd.
P.O. Box 1350
Perry, Georgia 31069
tel: 478-987-0303 800-223-3695
fax: 478-987-2991
www.utiltiyservice.com

Utility Service Co.
INCORPORATED

WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Lake Worth, a Florida Municipal Corporation, whose principal office is 7 North Dixie Highway, Lake Worth, Florida 33460** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is Post Office Box 1350, 535 Courtney Hodges Boulevard, Perry, Georgia 31069 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **300,000** gallon water storage tank located at **the Southeast Corner of 22nd Avenue North and "D" Street, Lake Worth, Florida 33460** (hereinafter "North Tank" or "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
B. Biennially (every two years), beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
C. The Company shall furnish engineering, inspection, and recommendations for repair services needed to maintain and repair the tank and tower during the term of this Contract. Repair services will be recommended and approved by the City prior to work being performed. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
D. The Company will clean and repaint the interior and/or exterior of the tank as follows: The exterior of the tank will be painted after the contract is executed, an a Purchase Order is received for the first year's service requirements. Any repairs that are required will be performed prior to the commencement of painting. The painting of the interior of the tank is scheduled in the Request For Proposals to be performed in 2012, and is agreed by the Company, that the interior will be painted as stipulated.

© 2007 Utility Service Co., Inc.

The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and will use a highly-specialized hydrophobic acrylic coating system. The City seal is included in this requirement, and the existing colors shall be maintained. All products and procedures will be equal to, or exceed the requirements of **Florida Department of Environmental Protection,** the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be properly installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site. As it applies to the authorization and performance of emergency services, if the nature of the emergency repairs precludes the ability to use the normal purchasing process, the following individuals are authorized to order emergency services on behalf of the City: Water Treatment Plant Supervisor, Doug Lovelace, Walt Smyser, Becky Mattey. In all cases, the individual ordering the services and the Company, shall provide all of the necessary documentation to support the need for the services, all costs involved, and the process used.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. Throughout the life of the contract, the Company will furnish current, valid certificates of insurance coverage to the Owner, prior to expiration date of the policies reflected on the then-current certificates, reflecting, at a minimum, the coverage types and amounts reflected in RFP-08-09-713, Elevated Water Tank Maintenance. The company agrees to make the City a "certificate holder" and add the Owner as "additionally insured" on its policies offered by the Company as part of this agreement.

2. Term of Contract. The term of this contract shall be five (5) years, with one, five-year (5yr) renewal option, at the City's discretion. The pricing structure reflected below shall remain fixed throughout the first five years, and should the City elect to renew the contract, through **year 9**.

3. Contract Price/Annual Fees. The tank shall receive an **exterior renovation** prior to the end of Contract **Year 2.** The tank shall receive an **interior renovation** prior to the end of Contract **Year 4.** The first **five (5)** annual fees shall be **$27,643.00** per Contract Year. The annual fee for Contract **Year 6** and each subsequent annual fee shall be **$17,936.00** per Contract Year; however, in Contract **Year 9** and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. As a political subdivision of the State of Florida, the Owner is exempt from sales and use tax associated with the purchase of goods and services in support of City business. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2007, Contract Year 1 for that contract would be April 1, 2007 to March 31, 2008, and Contract Year 2 for that contract would be April 1, 2008 to March 31, 2009 and so on.

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4. Payment Terms. The annual fee for Contract **Year 1**, shall be due and payable **upon completion of the Contract Year 1 work. Each subsequent annual fee shall be billed in equal quarterly installments.** (Note: Due to the length of time that it takes to perform the initial renovation project, it is possible that two (2) annual fees could fall within one budget year for the Owner). Furthermore, if the Owner elects to terminate this Contract anytime during the first **five (5)** years of the contract, then the balance due for any work ordered and completed up to and including the termination date, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate. If the Owner terminates the contract after paying the annual fee, or a portion of the annual fee for services no yet delivered, the Company will be responsible for repaying Owner that portion of the fee associated with the undelivered/uncompleted work.

5. Structure of Tank. The Company is accepting this tank under program based upon its existing structure and components. ***Any owner modifications to the tank, including antenna installations, shall be reviewed by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***

6. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. The Company will provide documentation to the Owner regarding any and all conditions which in the opinion of the Company, demonstrate just cause to increase the annual fee for reasons referenced within this paragraph.

7. Excluded Items: This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; or (9) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

8. Termination. If the City terminates the Contract, it shall notify the Company by registered mail to Utility Service Co., Inc., Attn: Customer Service, P.O. Box 1350, Perry, Georgia 31069. Any changes to the address reflected within this paragraph and identified as the address to which the Notice of Termination shall be sent, will be delivered by the Company to the Owner, Attn: Utilities Director, City of Lake Worth, 1900 2nd Avenue N., Lake Worth, FL 33461 and City Manager, City of Lake Worth, 7 N. Dixie Hwy, Lake Worth, FL 33460.

9. Assignment. Neither party may assign nor otherwise transfer all or any of its interest under this Contract without the prior written consent of the other party. If either party assigns the Contract, the assignor shall remain responsible under this Contract until its assignee assumes in full and writing all the obligations of the assignor under this Contract.

10. Purchase Order. All work shall be ordered on an annual basis through the issuance of a Purchase Order, which acts as the Company's Notice To Proceed with that portion of the contract. Company shall not work without receiving a Purchase Order, and shall not work beyond the scope of the work associated with that annual contract year's Purchase Order.

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11. Annual Appropriation of Funds. This ongoing service is subject to the availability of funds appropriated by the Owners governing body (City Commission). The Owner will not be liable for the cost associated with any work that is neither appropriated, nor authorized. Notwithstanding the non-appropriations clause in section, the Owner shall pay the company the full value of the services rendered prior to termination of this contract pursuant to the payment terms in section 4 of this Contract.

12. Third-Party Inspections. The Owner reserves the right to engage a third-party inspector/consultant to inspect on behalf of the Owner, any and all work done by the Company during the performance of this contract.

13. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

15. Severability Clause. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect

16. Florida Laws Clause. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

This Contract signed this 15 day of April, 2010.

OWNER:

City of Lake Worth

By: _____

Title: **Mayor**

Print Name: **Rene' A. Varela**

Witness Pamela Phipps

Seal:

COMPANY:

Utility Service Co., Inc.

By: _____

Title: **Senior Vice President**

Print Name: **Michael J. Lewis**

Witness Regina Arthur

Seal:

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SCHEDULE A

Certificate of Insurance

© 2007 Utility Service Co., Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/12/2010

PRODUCER
**MARSH USA, INC.
44 WHIPPANY ROAD
PO BOX 1966
MORRISTOWN, NJ 07962
Attn: Morristown.certrequest@Marsh.com/Fax: 212-948-0979
100055-USG-GAW-10-11

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
UTILITY SERVICE CO., INC.
P.O. BOX 1350
PERRY, GA 31069

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Prop. Casualty Co. Of America	25674
INSURER B: N/A	N/A
INSURER C: Travelers Indemnity Co	25658
INSURER D:	
INSURER E:	

3

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	TC2J-GLSA-650G2458-10	03/01/2010	03/01/2011	EACH OCCURRENCE	$ 2,000,000
						DAMAGE TO RENTED PREMISES(Ea occurrence)	$ 2,000,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 2,000,000
						GENERAL AGGREGATE	$ 3,000,000
						PRODUCTS - COMP/OP AGG	$ 3,000,000
A		**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	TC2J-CAP-752G2989-TIL-10	03/01/2010	03/01/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
A C		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	TC2J-UB-116D8243-TIL - 10 (AOS) TRJ-UB-116D8255-IND-10 (WI)	03/01/2010 03/01/2010	03/01/2011 03/01/2011	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 2,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
						E.L. DISEASE - POLICY LIMIT	$ 2,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: PROJECT NUMBER UT-WAT-08-09-713, WATER TANK MAINTENANCE.
CITY OF LAKE WORTH IS INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER NYC-004006885-04

CITY OF LAKE WORTH
7 N. DIXIE HWY.
LAKE WORTH, FL 33460

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Mary Radaszewski

Mary Radaszewski

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE

OP ID AT
UTIL-01

DATE (MM/DD/YYYY)
04/12/10

PRODUCER
Senn Dunn - GSO
3625 N. Elm St.
P O Box 9375
Greensboro NC 27429-0375
Phone: 336-272-7161 Fax: 336-346-1397

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Utility Service Co., Inc,
P. O. Box 1350
Perry GA 31069

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	St. Paul Surplus Lines	
INSURER B:	Chartis	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY / PRO-JECT / LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					
A		Professional Liab	QC05501025	03/01/10	03/01/11		$2,000,000
B		Pollution Liab	CPO2673319	01/01/10	01/01/11		$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

LAKEW-0

City of Lake Worth, FL
7 North Dixie Highway
Lake Worth FL 33460

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AMENDMENT TO AGREEMENT FOR WATER TANK MAINTENANCE

THIS AMENDMENT ("Amendment" hereafter) is made as of the _____ day of _____, 2016, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and UTILITY SERVICE CO., INC., a corporation authorized to do business in the State of Florida, 535 Courtney Hodges Blvd., Perry, GA 31069 ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, the CITY entered into an agreement with CONTRACTOR on April 15, 2010 for water tank maintenance (located at the southeast corner of 22nd Avenue North and "D" Street) and such agreement expired on April 15, 2015 (Agreement); and,

WHEREAS, the Agreement provides for a five year renewal term; and

WHEREAS, the CITY desires to amend its Agreement with the CONTRACTOR to extend the term through April 15, 2020.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Amendment. The Agreement is amended to extend the term for the five year renewal period with the Agreement terminating on April 15, 2020, unless earlier terminated under the terms and conditions set forth in the Agreement.

3. Annual Cost. The CITY's annual cost for years six through eight shall not exceed $17,936.00. The cost for year nine and ten shall be an amount not exceed a 5% increase above $17,936.00.

4. Miscellaneous.

   A. Except as provided in the Amendment regarding the extension of the term and increase in the cost, all terms and conditions of the Agreement remain in full force and effect.

   B. This Amendment and the Agreement set forth the complete agreement between the CITY and the CONTRACTOR.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Amendment to the Agreement for Water Tank Maintenance as of the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ FOR
Glen J. Torcivia, City Attorney

CONTRACTOR:

UTILITY SERVICE CO., INC.

[Corporate Seal]

UTILITY SERVICE CO., INC. CORPORATE SEAL GEORGIA 2001

By: _____

Print Name: G. DAVID FORRESTER

Title: V.P. SOUTH REGION

STATE OF Georgia)
COUNTY OF Houston)

The foregoing instrument was acknowledged before me this 7th. day of Jan., 2016 by G. David Forrester, as V.P. South Region (title), of UTILITY SERVICE CO., INC., a corporation authorized to do business in the State of Florida, and who has authority to legally bind UTILITY SERVICE CO., INC., and who is personally known to me or who has produced the following _____ as identification.

Regina Arthur
NOTARY PUBLIC

STATE OF GEORGIA NOTARY PUBLIC
REGINA ARTHUR
Notary Public, Georgia
Houston County
My Commission Expires
June 08, 2018

AGENDA DATE: February 2, 2016, Regular Meeting **DEPARTMENT:** Water Utilities

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EXECUTIVE BRIEF

TITLE:
Ratify contract with Kaman Industrial Technologies Corporation for emergency sewer pump repair service.

SUMMARY:
The Item ratifies a contract, signed by the City Manager on January 20, 2016, for the emergency repair to one of four required wastewater pumps at the Master Pump Station located in Bryant Park for a total amount of $59,620.

BACKGROUND AND JUSTIFICATION:
The Master Pump Station (MPS) provides wastewater pumping capacity for the City of Lake Worth and six sub-regional municipalities to pump wastewater to the East Central Region Wastewater Reclamation Facility in West Palm Beach. The MPS has 4 - 405 HP submersible pumps designed for a maximum capacity of 20 million gallons per day. The City experienced this peak flow last year during a storm event.

One pump was found to be damaged during routine maintenance and inspection of the pumps. An emergency Sewer Pump Repair Contract was authorized on 1/20/2016, to expedite the repair and reinstallation of the pump prior to the upcoming Hurricane season in June. Delivery of the repaired pump is scheduled in April 2016, due to the long lead times of repair parts for this large pump and motor. Replacement of the pump instead of the proposed repair is not recommended now due to estimated cost of $200,000, and longer delivery times.

MOTION:
I move to ratify/not ratify the emergency Sewer Pump Repair Contract with Kaman Industrial Technologies Corporation signed by City Manager Bornstein.

Attachments
1) Fiscal Analysis
2) Sewer Pump Repair Contract

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	$59,962.00	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	0	0	0	$0	$0

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

B. Recommended Source of Funds/Summary of Fiscal Impact

The funds have been identified in the 2016 Operating budget.

Water Utilities/Regional Pumping							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
405-7421-535-46.27	Heavy Equipment Repair	N/A	$60,000.00	N/A	$60,000.00	-$59,962.00	$38.00

C. Fiscal Review:

Larry Johnson - Director
Corinne Elliott – Acting Finance Director

SEWER PUMP REPAIR CONTRACT
(Repair of one EMU Pump for Master Pump Station)

THIS CONTRACT is made this 20 day of January, 2016 between the **City of Lake Worth**, Florida, a municipal corporation, hereinafter the "City", with its principal office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and **Kaman Industrial Technologies Corporation,** a company authorized to do business in the State of Florida, hereinafter the "Contractor", with its principal office located at 1 Vision Way, Bloomfield, CT 06002.

RECITALS

WHEREAS, the City is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, one of the four pumps in the City's sewer master pump station has stopped working and must be repaired; and

WHEREAS, based on the type and manufacturer of the pump, Contractor is the exclusive provider of the parts and services in this area; and

WHEREAS, the City desires to engage Contractor to repair the pump, (hereinafter referred to as the "Services"); and

WHEREAS, the Contractor further warrants that it is experienced and capable of performing the Services hereunder in a professional and competent manner; and

WHEREAS, the City finds approving the contract as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the Services of the Contractor, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

I. General:

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the Contractor's quote and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, at once and before proceeding shall obtain a written interpretation or clarification. In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority: Duly executed Change Orders

Second Priority: This Contract

Third Priority: Contractor's Quote (Attached hereto as Exhibit "A")

The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

1.2 Contract Administrator/Project Manager. Whenever the term Contract Administrator or Project Manager is used herein, it is intended to mean **the City Manager or designee, City of Lake Worth, Florida**. In the administration of this Contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator/Project Manager.

1.3 Contract Price. The Contract Price shall be as set forth on the Contractor's quote, which shall be payable in accordance with paragraph 3 of this Contract.

1.4 Term: The Term of this Contract shall commence upon approval by the City Manager and shall extend until April 15, 2016.

II. Scope of Services:

2.1 The scope of Services to be provided under this Agreement is to perform the repair of pump 101 as more specifically set forth in the Contractor's quote. Services shall commence upon the issuance of a purchase order and/or a notice to proceed by the City and shall be completed within the time frames as outlined in the Contractor's quote.

2.2 The Contractor represents to the City that the Services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the Contractor's trade in general and that the Contractor's Services shall conform to the highest standards and in accordance with this Agreement.

2.3 The Contractor represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the Services to be completed under this Agreement. The Contractor further warrants its capability and experience to perform the Services provided for herein in a professional and competent manner.

III. Payment Procedures:

3.1 Generally. Payment shall be made within 30 days of receiving an invoice, as approved by the Contract Administrator. This is a lump sum Contract, the City

will make payment once all of the services have been completed in accordance with this Contract.

IV. Subcontracts:

Contractor shall only be allowed to subcontract out the work upon approval of the City.

V. Contractor's Representations:

In order to induce the City to enter into this Contract, the Contractor makes the following representations:

5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5.2 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.3 Contractor has given the Contract Administrator written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the resolution thereof, if any, is acceptable to the Contractor.

VI. Equipment:

The Contractor shall provide all equipment necessary to complete the Services to be performed hereunder. In the event Contractor requires equipment from the City, the Contractor shall meet and confer with the City before Services commences. In the event the City's equipment is to be utilized, any costs chargeable to the Contractor shall be agreed upon in advance of the commencement of the Services.

VII. Audit by City:

The Contractor shall permit the City, or any authorized representatives of the City, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such Services performed or to be performed under this Agreement.

VIII. Copies of Data/Documents:

Copies or original documents prepared by the Contractor in relation to Services provided under this Agreement shall be provided to the City. Data collected, stored, and/or provided shall be in a form acceptable to the City and agreed upon by the City.

IX. Ownership:

Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the City.

X. Defaults, Termination of Agreement:

10.1 If the Project Manager deems that the Contractor is in default for failure to supply an adequate working force or has failed in any other respect to satisfactorily perform the Services specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Project Manager may give written notice to the Contractor specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the Contractor does not remedy defaults within ten (10) days or commence good faith steps to remedy the default to the reasonable satisfaction of the Project Manager, the City may take such action to remedy the default and all expenses related thereto shall be borne by the Contractor including, without limitation, utilization of another contractor to provide for such Services; and/or, the City may withhold any money due or which may become due to the Contractor for such expense and/or Services related to the claimed default. Alternatively, or in addition to the foregoing, if after ten (10) days the Contractor has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 10.1.

10.2 Notwithstanding paragraph 10.1, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the Contractor would be compensated only for those Services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 10.2.

XI. Indemnity:

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against

all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The City will use its best efforts to forward any claim received regarding this Agreement, within 30 days of receipt, to the Contractor.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) the third party claim seeks an injunction or equitable relief against the City; or (ii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

XII. Assignment:

12.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the City and the Contractor. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the City and the Contractor and not for the benefit or any other party. The Contractor shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the City's prior written consent. Any attempted assignment or delegation shall be void and totally

ineffective for all purposes, and shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

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

XIII. Blank

XIV. Notices:

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the City or the Contractor have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the Contractor to the City shall be given to the City address as follows:

Michael Bornstein, City Manager
City of Lake Worth
7 North Dixie Hwy
Lake Worth, Florida 33460

All notices, demands or requests from the City to the Contractor shall be given to the Contractor address as follows:

Kaman Industrial Technologies Corporation
1 Vision Way
Bloomfield, CT 06002

XV. Delays and Forces of Nature:

15.1 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Upon the Contractor's request, the City shall consider the facts and extent of any such delay and failure to timely perform the Services for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the City in its sole discretion, the time of completion shall be extended for any reasonable time that the City, in its sole

discretion, may decide; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending negotiation or by any cause which the City, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) claim is necessary. The Contractor's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the Services, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the Services.

15.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

XVI. Limitations of Liability:

Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

XVII Enforcement Costs:

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

XVIII Miscellaneous:

18.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors,

assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

18.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the City's prior written approval. The Project Manager has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time or change orders.

18.3 Headings and References & Exhibits: The headings contained in this Contract are inserted or convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

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

18.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

18.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

18.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern

District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

18.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

18.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

18.10 Effective date: The effective date of this Contract is the date the Contract is approved by the City Manager.

18.11 Public Records: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

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

B. Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

18.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH, FLORIDA

By: _____

~~Mike~~ Michael Bornstein, City Manager

ATTEST:

_____

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ for

Glen J. Torcivia, City Attorney

CONTRACTOR: **KAMAN INDUSTRIAL TECHNOLOGIES CORPORATION**

By: _____

[Corporate Seal]

Print Name: PABLO RODRIGUEZ

Title: District Manager

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 13 day of January, 2016 by Pablo Rodriguez, as District Manager (title), of Kaman Industrial Technologies Corporation, a 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.

Notary Public

_____

Print Name: Aurora Suarez

My commission expires: May 18, 2016

AURORA SUAREZ
MY COMMISSION # EE 191211
EXPIRES: May 18, 2016
Bonded Thru Budget Notary Services

KAMAN
Industrial Technologies

FLORIDA BEARINGS

QUOTE

Quote #	Quote Date	Taken By
137583-00	12/15/15	Jeremy St. Amant
Salesperson	Terms	Expired Date
6007	NET 30	01/31/16

Contact Name	Dave Laperna
Contact Email	dlaperna@lakeworth.org
Contact Phone #	(561)722-9939/
Contact Fax #	

Correspondence To:	Florida Bearing Riviera Beach 3520 Investment Lane, Unit 3 Branch # 1104 Riviera Beach, FL 33404 (561)863-3260

Bill To: 121464	City Of Lake Worth 7 N Dixie Hwy Lake Worth, FL 33460-3725 US-United States
Ship To:	City Of Lake Worth 1900 2nd Ave N Lake Worth, FL 33461-4204 US-United States

Reference	Instructions	Ship Via
406261		Delivery
Promo Message		Ship Point
		Florida Bearing Riviera Beach

Ln #	Quote Quantity	Product and Description	Non-Cancel Non-Return	Qty U/M	Promise Date	Price U/M	Unit Price	Net Amount
1	1	**RO137583** EMU PUMP SER# 312041 FA30.78D/FKT56-8/78GE Repairs to EMU pump Model# FA30.78D/FKT56-8/78Ex, S/N 312041, 405HP. Repairs to include pick up of pump, bring to shop, disassemble, clean, inspect, replace upper and lower mechanical seals, bearings, o-ring kit, power cables, sensor cables, power entries, sensor entries, cable supports, grease seals, power grommets, sensors grommets, machine impeller wear ring, machine stationary wear ring, machine flanged wear ring bolt circle, locate wear ring in volute, weld & turn rotor shaft in three places and turn to size,wash & bake stator, balance inpeller with rotor, reassemble, test run, refinish and deliver. Parts 10 Week delivery. * Does not include installation *	Y	EA	04/09/16	EA	57412.00	57412.00
2	1	**Parts Expidited** 4-5 Weeks on Parts Airfreight Estimated Cost for parts to be expidited @ 4-5 Weeks on parts. This time does not include assembly time.	Y	each	04/09/16	each	2550.00	2550.00

2 Lines Total	Qty Quote Total	2	Sub-Total		59962.00
			Quote Total		59962.00

For a copy of our terms and conditions of sale and purchase please select: http://ec.kamandirect.com/content/tc.pdf

Customer Copy

WILO USA LLC, 86 Genesis Parkway, Thomasville, GA 31792

2.11.2015

Dear Valued Customer,

This letter confirms that Kaman Industrial Technologies is the sole and exclusive contracted sales representative for Wilo USA, LLC water & wastewater pump and mixer sales for your territory.

Wilo USA, LLC, a subsidiary of Wilo SE, is the sole provider in the United State of pump and mixers manufactured under the Wilo brand. Please note that all Wilo Warranties and Operations and Maintenance Manuals require the use of genuine Wilo components in order for the warranties to be valid and ensure proper operation.

Should you have any questions, please contact me via email Harold.Adams@wilo-usa.com or (229) 200-1145.

Regards,

Harold Adams

Harold Adams
National Sales Manager
Wilo USA, LLC.

WILO USA LLC
86 Genesis Parkway
Thomasville, GA 31792

T + 888-945-6872
F + 888-945-6873
www.wilo-usa.com

AGENDA DATE: February 2, 2016, Regular Meeting **DEPARTMENT:** Water and Electric Utilities

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EXECUTIVE BRIEF

TITLE:
Settlement Agreement with the Village of Palm Springs regarding Public Services Taxes and Franchise fees

SUMMARY:
The Agreement provides credits for utility bills owed by the Village of Palm Springs over a 36 month period effective January 2016 through December 2019; in the total amount of $286,589.04 to offset the amount owed.

BACKGROUND AND JUSTIFICATION:
The Village of Palm Springs has claimed that the City of Lake Worth owes uncollected public services tax and franchise fees due on property annexed into Palm Springs during the period from 2010-2013. Staff requested direction regarding the claim at the August 4, 2015, Regular Commission meeting. The City engaged Manson Bolves Donaldson P.A. to resolve the claim, due to a stated conflict of interest of the City Attorney. The Settlement Agreement resolves the claim through credits over a three year period, instead of providing a cash settlement. Interest of 3% is included in the settlement amount.

MOTION:
I move to approve/not approve the settlement agreement regarding public services tax and franchise fees with the Village of Palm Springs in the total amount of $286,589.04 over a period of 36 months.

ATTACHMENT(S):
Fiscal Impact Analysis
Settlement Agreement

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	71,647	95,530	95,530	23,882	0
	9 mths	12 mths	12 mths	3 mths	
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	71,647	95,530	95,530	23,882	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Electric Utility- Funds 401.

Electric Utility	Palm Springs Inter Local Agreement/ Settlement					
Account Number (s)	Account Description	Project #	Pending Bud Adjust	Adjusted Balance	Agenda Expense	Balance
401-9010-531-98-10	Settlements	N/A	71,647	71,647	(71,647)	-

C. Department Fiscal Review: Corinne Elliott

SETTLEMENT AGREEMENT REGARDING PUBLIC SERVICES TAXES AND FRANCHISE FEES

This Interlocal Agreement Regarding Public Services Taxes and Franchise Fees ("**Agreement**") is by and between the City of Lake Worth, Florida ("**Lake Worth**") and the Village of Palm Springs, Florida ("**Palm Springs**"), both of which are municipalities of the State of Florida.

Recitals

A. Lake Worth provides certain utilities to Palm Springs.

B. There has been a dispute between the parties regarding Lake Worth's collection and payment of public services taxes and franchise fees to Palm Springs.

C. Lake Worth has recovered from Palm Beach County certain public services taxes that were mistakenly paid to the County. These funds were returned to Palm Springs, but Lake Worth still owes Palm Springs a further $273,744.00.

D. Lake Worth and Palm Springs (hereinafter referred to collectively as "the parties")have agreed to enter into a plan whereby Lake Worth will repay the remaining amount owed to Palm Springs, plus three percent interest, by crediting Palm Springs $7,960.81 per month for its electric and/or sub-regional wastewater bills over 36 months.

ACCORDINGLY, in consideration of the above stated Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Interlocal Agreement.** This is an interlocal agreement under Section 163.01, Florida Statutes.

2. **Utility Bill Credits.** The parties agree that Lake Worth owes Palm Springs $273,744.00 relating to public services taxes and franchise fees. Lake Worth will repay this amount, plus three percent interest, by providing $7,960.81 in credits to Palm Springs for their facilities' electric bill and/or sub-regional wastewater bills each month for 36 months. The total amount of credits granted to Palm Springs, including interest, will be $286,589.04. Should these credits not be exhausted or used by the end of 36 months because the face amount of some of the bills rendered by Lake Worth are less than the monthly credit of $7,960.81, then Lake Worth shall nevertheless provide the credit to Palm Springs in succeeding months until the full amount of the credit has been provided.

3. **Release and Waiver of Claims.** Lake Worthhereby waives and releases any and all claims, which were or could have been asserted, now or in the future, against Palm Springs, arising out of all events or matters occurring on or before the date of this Agreement, which directly or indirectly arise out of the dispute between the parties regarding Lake Worth's collection and payment of public services taxes and franchise fees to Palm Springs.

   Palm Springs hereby waives and releases any and all claims, which were or could have been asserted, now or in the future, against Lake Worth, arising out of all events or matters occurring on or before the date of this Agreement, which directly or indirectly arise out of the dispute between the parties regarding Lake Worth's collection and payment of public services taxes and franchise fees to Palm Springs.

4. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes any previous agreements, understandings, or courses of dealing between the parties, and may not be changed or altered in any way except by a writing signed by all the parties hereto.

5. **Severability.** If any of the provisions of this Agreement are found to be unenforceable, the remainder must be enforced as fully as possible and the unenforceable provision(s) will be considered modified to the limited extent required to permit enforcement of this Agreement as a whole.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, and all counterparts taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or email will be effective as delivery of an original manually executed counterpart of this Agreement.

7. **Voluntary Agreement.** The parties warrant that they have entered this Agreement voluntarily and of their own accord without reliance on any inducement, promise, or representations by any other party, except those which are expressly set forth in this Agreement.

8. **Understanding and Acknowledgment.** The parties state that they have carefully read this Agreement, know its content, and freely and voluntarily agree to all of its terms and conditions. Each party warrants that it has obtained the advice of counsel with regard to this Agreement.

9. **Governing Law.** It is hereby agreed by the parties that this Agreement shall be governed by the laws of the State of Florida.

10. **Effective Date.** This Agreement is entered into by the parties pursuant to Section 163.01, Florida Statutes, and shall take effect on the date this Agreement is filed by Palm Springs with the Clerk of the Circuit Court for Palm Beach County. The parties shall share equally in any costs associated with such filing.

IN WITNESS WHEREOF, Lake Worth and Palm Springs, by and through their duly authorized representatives, have signed this Settlement effective _____, 2015.

LAKE WORTH **City of Lake Worth, Florida**	**PALM SPRINGS** **Village of Palm Springs, Florida**
_____	_____
By: _____	**By:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

AGENDA DATE: February 2, 2016, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Purchase two refuse collection vehicles from Palm Peterbilt Truck Centers

SUMMARY:
The Item authorizes the purchase of two refuse collection vehicles through the Florida Sheriff's Association Cooperative Purchase Agreement at a cost of $246,810. These new vehicles will replace two refuse collection vehicles that are past their useful lives.

BACKGROUND AND JUSTIFICATION:
The Refuse Division actively engages in the collection and disposal of all residential and commercial garbage, trash, recycling and vegetation within the municipal limits of the City of Lake Worth. The equipment fleet is regularly serviced and maintained to keep up with the demands of the operation.

The two vehicles that are due for replacement are both past their useful lives and have become too costly to maintain and are unreliable to the operational needs of the Division. The two trucks to be replaced are:

1. 1996 Ford F800 Grapple Truck (#29)
2. 1991 GMC Trash Truck (#19)

The replacement heavy equipment trucks are:

1. 2016 Peterbilt Model 337 with a Peterson Model TL3 Base Loader = $143,149.00
2. 2016 Peterbilt Model 337 with an aluminum trash dump body = $103,661.00

Both trucks are being purchased off of the Florida Sheriff's Association cooperative purchase contract, through Palm Peterbilt Truck Centers authorized vendor.

MOTION:
I move to approve / not approve the purchase of two new refuse heavy equipment trucks from Palm Peterbilt Truck Centers through the Florida Sheriff's Association contract.

ATTACHMENT(S):
Fiscal Impact Analysis
Dealer quote and specifications – Grapple Truck
Dealer quote and specifications – Trash Truck
Florida Sheriff's Association Cooperative Purchase Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	246,810	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	246,810	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	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
410-5081-534-64-30	Machinery & Equip / Misc. Equip.	625,000	625,000	-246,810	378,190

C. Department Fiscal Review: ___FL___
Finance Review __CE___

PALM PETERBILT TRUCK CENTERS, INC.

January 12, 2016

City of Lake Worth
Attn: Jason Yaeger, Solid Waste Supervisor

One (1) Peterbilt Model 337, Per Florida Sheriffs Association
Bid No.: 15-13-0904, Specification #012
Ref Quote No.: Q80027585

(1) New 2016 Peterbilt Model 337	**$ 70,809.**
Option Added:	
Paccar PX9 260HP, Allison 3500 RDS-P Transmission	12,652.

Unpublished Option:

(1) Peterson Model TL3 Base Loader With Hardox Body, Per Quote #20160009	**$ 59,688.**
Total Price Per Unit	**$143,149.**

Thank you for the opportunity to quote the Peterbilt product and we looking forward to your most valued order.

Prepared By:
Rudy Mangino, Jr.
Municipality/Refuse Specialist

Palm Peterbilt Truck Centers P270
2441 South State Rd 7

SPEC #12 2015 - 2016

Fort Lauderdale, Florida United States 33317
Phone: (954) 584-2300
Fax:
Email:

,
Phone:
Fax:
Contact Email:
Prepared for:

Vehicle Summary

Unit	
Model:	Model 337
Type:	Full Truck
Description:	LAKE WORTH
Application	
Intended Serv.:	City Delivery
Commodity:	Other Commodity
Body	
Type:	Other Body Type
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000
Trailer	
No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0.0
Kingpin Inset (in):	0
Corner Radius (in):	0
Restrictions	
Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis	
Fr Axle Load (lbs):	12000
Rr Axle Load (lbs)	21000
G.C.W. (lbs):	33000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	238
Overhang (in):	99.70001
Fr Axle to BOC (in):	69.8
Cab to Axle (in):	168.2
Cab to EOF (in):	267.9
Overall Comb. Length (in):	238

Special Req.
United States Registry

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

PACCAR FINANCIAL

Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com.

PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	10/26/2015 10:04:46 AM	***Complete***	Model Number:	Model 337
Effective Date:	Jul 1, 2015		Quote/DTPO/CO:	Q80027585
Prepared by:	ID: rudymangino		Version Number:	31.21

Palm Peterbilt Truck Centers P270
2441 South State Rd 7

SPEC #12 2015 - 2016

Fort Lauderdale, Florida United States 33317
Phone: (954) 584-2300
Fax:
Email:

,
Phone:
Fax:
Contact Email:
Prepared for:

	Description	Weight
Base Model		
	Model 337	10,215
	Other Commodity	0
	City Delivery Truck or tractor which hauls freight, typically operating within a 100-mile radius, on public streets and highways and other paved surfaces. Typically includes package and freight delivery.	0
	Other Body Type	0
	United States Registry	0
Configuration		
	Not Applicable Secondary Manufacturer	0
Frame & Equipment		
	10-5/8in Steel Rails 326-384 in 10.625 x 3.45 x .313 Dimension, 1,776,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 14.8 cubic inches. Weight: 1.44 lbs/inch pair	532
	238in Wheelbase	0
	EOF Square without Xmbr For use with body builder installed crossmember.	0
	Omit Rear Mudflaps and Hangers	0
Front Axle & Equipment		
	Dana Spicer E1202I 12,000 lb 3.5" drop. Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0
	Taper Leaf Springs, Shocks 12,000 lb	0
	Power Steering TRW THP60 Glidekote splines on steering shaft extend service life of components.	0
	Power Steering Reservoir Frame Mounted	0

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Effective Date:	Jul 1, 2015		Quote/DTPO/CO:	Q80027585
Prepared by:	ID: rudymangino		Version Number:	31.21

	Description	Weight
	PHP10 Iron LMS Hubs-Air Disc	184
	Severe Service Disc Brake Rotor For refuse applications	243
	Dana Spicer Wide Track IPO Std, Front Axle 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles. For improved turning radius.	5
	Air Disc Front Brakes Complies with reduced stopping distance regulations.	0
	Gusseted Cam Brackets, Steer Axle	0
Rear Axle & Equipment		
	Dana Spicer P22060S 21,000 lb	0
	PHP10 Aluminum LMS Hubs 11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.	0
	Parking Brakes (Axle Package)	0
	Rear Brake Camshaft Reinforcement	9
	Gusseted Cam Brackets, Drive Axle(s)	2
	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
	Upsize Parking Brakes	0
	Stability System Not Selected or Not Available	0
	Single Drive Axle (Model 337)	0
	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
	Bendix Air Cam Rear Drum Brakes 16.5x8.6 Inc automatic slack adjusters & outboard mounted brake drums. Refer to TSB 11-57 for more information.	0
	Ratio 5.57 Rear Axle	0
	Reyco 79KB Taper Leaf 21,000 lb	0
Engine & Equipment		
	PACCAR PX-9 260@2200 GOV@2200 720@1300 (2013 Emissions) Includes alum flywheel housing, cruise control, and J1939 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. N21320 N205 120..Standard Maximum Speed Limit [LSL] N21330 N207 0....Expiration Distance	0

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Effective Date:	Jul 1, 2015		Quote/DTPO/CO:	Q80027585
Prepared by:	ID: rudymangino		Version Number:	31.21

Description	Weight
N21340 P005 120..Hard Maximum Speed Limit	
N21350 P001 64...Maximum Accelerator Pedal Vehicle Speed	
N21360 P110 0....Accelerator Lower Droop	
N21370 P059 64...Maximum Cruise Speed	
N21380 P111 0....Cruise Control Lower Droop	
N21400 N203 252..Reserve Speed Function Reset Distance	
N21410 N202 0....Maximum Cycle Distance	
N21420 N206 10...Maximum Active Distance	
N21430 N201 0....Reserve Speed Limit Offset	
N21440 P015 Yes..Engine Protection Shutdown	
N21450 P026 No...Gear Down Protection	
N21460 P046 1400.Max PTO Speed	
N21470 P062 No...Cruise Control Auto Resume	
N21480 P068 No...Auto Engine Brake in Cruise	
N21500 N209 0....Expiration Distance	
N21510 P520 Yes..Enable Idle Shutdown Park Brake Set	
N21520 P030 5....Timer Setting	
N21530 P233 Yes..Enable Impending Shutdown Warning	
N21540 P234 60...Timer For Impending Shutdown Warning	
N21550 P516 35...Engine Load Threshold	
N21570 P031 No...Idle Shutdown Manual Overrule	
N21590 P230 Yes..Enable Hot Ambient Automatic Overrule	
N21610 P172 40...Low Ambient Temperature Threshold	
N21620 P173 60...Intermediate Ambient Temperature Threshold	
N21630 P171 80...High Ambient Temperature Threshold	
Engine Idle Shutdown Timer Enabled	0
Enable EIST Ambient Temp Overrule	0
Eff EIST NA Expiration Miles	0
Effective VSL Setting NA	0
Remote PTO And Throttle Provision	0
CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX,, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
PACCAR 160 Amp Alternator, Brushed	0
PACCAR 12V Starter	0
2 PACCAR Premium 12V Dual Purpose Batt 1400 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
2-Speed Fan Clutch For Frequent Start/Stops	0
18.7 CFM Air Compressor Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
Spin-on Fuel Filter/Water Separator, Unheated Frame Mounted. In addition to the fuel filter supplied with the engine.	0

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Prepared by:	ID: rudymangino		Version Number:	31.21

Description	Weight
Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
High Efficiency Cooling System Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 382/365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in.	0
Radial Seal, Dry Type Air Cleaner, Frontal Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
Exhaust Single RH Horizontal DPF/SCR series under frame.	-99
Transmission & Equipment	
Allison 3500 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support, TranSynd Automatic Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-4.59, 2nd-2.25, 3rd-1.54, 4th-1.00, 5th-0.75, 6th-0.65 / Reverse Ratios: DR-(5.00)	110
1710 HD Driveline, 2 Midship Bearings	100
(1) Dash Mounted Single Acting Air PTO Control Standard with PTO engaged indicator light on Class 8 units. Occupies the space of one gauge.	0
Allison FuelSense Not Desired	0
Auto Neutral Activates With Parking Brake	0
Allison 6-Speed Configuration, Wide Ratio Gears	0
Dash Mounted Push Button Shifter	0
Air & Trailer Equipment	
Bendix AD-IS EP Air Dryer with Heater Extended Purge (for use with higher air consumption applications). An integrated system air dryer that incorporates the functions of the air dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on dessicant cartridge.	39
Berg Pull Cord Drain Valve(s) - All Air Tanks	0

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	Description	Weight
	Nylon Chassis Hose	0
	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
	Clear Outside Frame of All Air System Components LH BOC	0
	Clear Outside Frame of All Air System Components RH BOC	0
	Gladhand, Plug & ISO Holder Mounted BOC/BOS	0
	Body Connections 5ft BOC Junction Box contains light and power circuits for Body Connections located 5ft from BOC.	4
Tires & Wheels		
	FF: GY 16ply 11R22.5 G661 HSA Diameter = 41.8 inches; SLR = 19.5 inches. Compares to Michelin XZE2 and Bridgestone R260F tread.	22
	RR: GY 16ply 11R22.5 G751 MSA Diameter = 42.0 inches; SLR = 19.6 inches	80
	Code-rear Tire Qty 04	0
	FF: Accur Stl Armor 50344PK 22.5X8.25 Heavy duty, 5 Hand Holes	22
	RR: Accur Stl Armor 50291PK 22.5X8.25 Heavy Duty, Two Hand Holes	56
	Code-rear Rim Qty 04	0
Fuel Tanks		
	26in Aluminum 60 Gallon Fuel Tank RH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	-117
	Location RH U/C 60 Gallon	0
	DEF Tank Mounted RH BOC You have selected a Diesel Exhaust Fluid (DEF) tank mounted on the right-hand (passenger) side of the vehicle. Note, some retail fuel distributors have chosen to standardize on DEF dispensing pumps oriented to the left-hand (driver) side of the vehicle. Please verify your selection for DEF tank mounting.	0
	Standard DEF To Fuel Ratio 2:1 Or Greater	0
	DEF Tank Small	0

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	Description	Weight
Battery Box & Bumper		
	Steel Battery Box LH Under Cab, Non-Slip Step	0
	Steel Styled Aero Bumper Painted Cab Color Two Tow Pins	0
Cab & Equipment		
	Alum Cab 108in BBC Metton Hood w/Bright Crown Includes view window RH door and convex mirror over RH door.	0
	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	2
	Peterbilt UltraRide Driver Seat	0
	(2) Person Passenger Seat	0
	Seat Belt Color Orange IPO Standard Black	0
	Air Ride Driver	0
	High Back Driver	0
	Mordura Driver	0
	Non-Air Ride Passenger	0
	Low Back Passenger	0
	Vinyl Passenger	0
	Adjustable Steering Column - Tilt/Telescope	11
	Steering Wheel with Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
	Interior Grey/Black Includes rugged charcoal instrument panels, glare-resistant gray dash, black bezels on gauges, (2) power ports, monochromatic molded door pads with durable in-mold color, gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted dome light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash.	0
	Day Cab Rear Window	0
	One Piece Curved Windshield	0
	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
	Stainless Steel Mirrors 7x16 Right Click on Option to See Picture in Product Portfolio.	0
	(2) Convex 8 Inch SS Mirror Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	4

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Description	Weight
(1) Air Horn 24.5in Chrome - Round w/Horn Shield	8
Standard Speaker Package For Cab (2) Speakers	4
ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.	10
Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
Triangle Reflector Kit Shipped Loose	13
Backup Alarm (107dB)	3
Air Restriction Indicator Mounted on air cleaner or intake piping.	0
(2) Additional Electric Switches Without Wiring	0
Main Instrumentation Panel, Graphics Display Includes speedometer with tripodometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights w/audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0
Headlights Composite Fender Mounted Integral Park, Turn, and Side Marker	0
(5) Marker Lights, Bus LED Bullet Light Emitting Diodes	0
LED Stop/Turn/Tail 40204 Backup, bracket mounted LH/RH EOF	2

Paint

Standard Paint Color Selection	0
(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EB WHITE - Stand N85400 HOOD TOP L0006EB WHITE - Stand N85500 CAB ROOF L0006EB WHITE - Stand N85200 FRAME N0001EA BLACK N85700 BUMPER L0006EB WHITE - Stand N85300 FENDER L0006EB WHITE - Stand	0

Options Not Subject To Discount

Medium Duty Emissions Surcharge	0

Miscellaneous

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Description	Weight
Presentation Created Using Featured Spec For Model	0

Total Weight 11464

Prices and Specifications Subject to Change Without Notice.

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QUOTATION

Petersen Industries, Inc.
4000 State Road 60 W
Lake Wales, FL 33859-8201

QUOTE NO
20160009

BILL TO: PALM PETERBILT GMC TRUCKS INC.
2441 S. STATE ROAD 7

FORT LAUDERDALE, FL 33317-6999

SHIP TO: PALM PETERBILT GMC TRUCKS INC.
2441 S. STATE ROAD 7

FORT LAUDERDALE, FL 33317-6999

End user is LAKE WORTH, FL (CITY OF)

DATE	CUSTOMER NO	SLS RP	PYMNT TERMS	LOC	PPD/COL	SHIP DATE	SHIP VIA
1/8/2016	000000001660	PAS	Net 30	03	PREPAID	A.S.A.P.	DRIVE AWAY

Unit completion date: 90-120 DAYS days after actual chassis arrival or quoted arrival, whichever is later.
No Chassis Before: MAY

QTY	ITEM NO	DESCRIPTION	UOM	UNIT PRICE	DISC	EXTENDED PRICE
	8.28 1828-HDX	MODEL HDX-1828 HARDOX BODY 1/8" SIDES, 3/16" FLOOR	1.00 EA			
	8.36 PISWLCD	PI SELF-WINDING LOAD COVERING DEVICE (ADD-ON)	1.00 EA			
	8.40 S-BD	STANDARD BARN DOORS FOR BODY	1.00 EA			
	8.47 WL-BW	WIRE LOOM FOR BODY WIRING	1.00 EA			
	10.06 SS	SINGLE STROBE MOUNTED ON REAR OF BODY	1.00 EA			
	10.09 LED	LED TYPE BODY LIGHTS, 15 EA.	1.00 EA			
	8.77ANSI	ANSI Z245 PACKAGE	1.00 EA			
	10.07 BG	BRUSH GUARD FOR SINGLE REAR STROBE	1.00 EA			
	11.03	ADD, LOADER & BODY SAME COLOR (PI COLOR NOT BLACK OR ORANGE)	1.00 EA			
		* PAINT BODY: PI BLUE (TOY BLUE)				
1.00	8.0 DUMP BODY	AS CONFIGURED ABOVE	EA			

RUDY MANGINO/954-817-8058

Signature

Date

QUOTATION

Petersen Industries, Inc.
4000 State Road 60 W
Lake Wales, FL 33859-8201

PAGE NO
1

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Unit completion date: 90-120 DAYS days after actual chassis arrival or quoted arrival, whichever is later.
No Chassis Before: MAY

QTY	ITEM NO	DESCRIPTION	UOM	UNIT PRICE	DISC	EXTENDED PRICE
	0.TL3	MODEL TL3 BASE LOADER	1.00 EA			
	03.11SAI	HEAVY DUTY SWING MOTOR	1.00 EA			
	01.24	GRATING HEAT SHIELD (FOR DUAL CONTROLS ONLY)	1.00 EA			
	12.10	TANDEM PUMP ASSY	1.00 EA			
	10.16 HDHI	HDHI OUTRIGGER STROBE	1.00 EA			
	07.10SB60	STANDARD BUCKET 60"	1.00 EA			
	10.04 BUWL	BOOM-UP WARNING LIGHT/AUDIBLE ALARM	1.00 EA			
	12.36 HD	HD CONTROL BOX THROTTLE ENGINE KILL & HORN	1.00 EA			
	12.05 HG	HOSE GUARDS- HEAD & VALVE BANK	1.00 EA			
	11.02	LOADER SINGLE COLOR (ENAMEL) AS DEFINED BELOW	1.00 EA			
		* PAINT LOADER: PI BLUE (TOY BLUE)				
1.00	LOADER	AS CONFIGURED ABOVE				

Continue Next Page

PALM PETERBILT TRUCK CENTERS, INC.

October 20, 2015

City of Lake Worth
Attn: Jason Yaeger, Solid Waste Supervisor

One (1) Peterbilt Model 337, Per Florida Sheriffs Association
Bid No.: 15-13-0904, Specification #012
Ref Quote No.: Q80027585

(1) New 2016 Peterbilt Model 337	**$70,809.**
Option Added:	
Paccar PX9 260HP, Allison 3500 RDS-P Transmission	12,652.

Unpublished Option:

(1) Aluminum Trash Dump Body, 20' Sides 72"	**$20,200.**

Floor Smooth 1/4, Sides 3/16, 7-in. Mainsills Gusseted, Crossmembers 4" Structural Channel on 12" Center, Barn Doors 6' Back Hinge, Electric Tarp, Hoist, Hoist Base, Back-Up Alarm, Hydraulic Tank w/ Liquid, PTO Pump Heavy Duty with Mounted Controls, Reflective Safety Tape DOT Approved Strobe Light on Rear Under Barn Doors

Total Price Per Unit $103,661.

Thank you for the opportunity to quote the Peterbilt product and we looking forward to your most valued order.

Prepared By:
Rudy Mangino, Jr.
Municipality/Refuse Specialist

Palm Peterbilt Truck Centers P270
2441 South State Rd 7

SPEC #12 2015 - 2016

Fort Lauderdale, Florida United States 33317
Phone: (954) 584-2300
Fax:
Email:

,
Phone:
Fax:
Contact Email:
Prepared for:

Vehicle Summary

Unit	
Model:	Model 337
Type:	Full Truck
Description:	LAKE WORTH
Application	
Intended Serv.:	City Delivery
Commodity:	Other Commodity
Body	
Type:	Other Body Type
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000
Trailer	
No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0.0
Kingpin Inset (in):	0
Corner Radius (in):	0
Restrictions	
Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis	
Fr Axle Load (lbs):	12000
Rr Axle Load (lbs)	21000
G.C.W. (lbs):	33000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	238
Overhang (in):	99.70001
Fr Axle to BOC (in):	69.8
Cab to Axle (in):	168.2
Cab to EOF (in):	267.9
Overall Comb. Length (in):	238

Special Req.
United States Registry

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

PACCAR FINANCIAL

Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com.

PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

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Effective Date:	Jul 1, 2015		Quote/DTPO/CO:	Q80027585
Prepared by:	ID: rudymangino		Version Number:	31.21

Palm Peterbilt Truck Centers P270
2441 South State Rd 7

SPEC #12 2015 - 2016

Fort Lauderdale, Florida United States 33317
Phone: (954) 584-2300
Fax:
Email:

,
Phone:
Fax:
Contact Email:
Prepared for:

	Description	Weight
Base Model		
	Model 337	10,215
	Other Commodity	0
	City Delivery Truck or tractor which hauls freight, typically operating within a 100-mile radius, on public streets and highways and other paved surfaces. Typically includes package and freight delivery.	0
	Other Body Type	0
	United States Registry	0
Configuration		
	Not Applicable Secondary Manufacturer	0
Frame & Equipment		
	10-5/8in Steel Rails 326-384 in 10.625 x 3.45 x .313 Dimension, 1,776,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 14.8 cubic inches. Weight: 1.44 lbs/inch pair	532
	238in Wheelbase	0
	EOF Square without Xmbr For use with body builder installed crossmember.	0
	Omit Rear Mudflaps and Hangers	0
Front Axle & Equipment		
	Dana Spicer E1202I 12,000 lb 3.5" drop. Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0
	Taper Leaf Springs, Shocks 12,000 lb	0
	Power Steering TRW THP60 Glidekote splines on steering shaft extend service life of components.	0
	Power Steering Reservoir Frame Mounted	0

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Prepared by:	ID: rudymangino		Version Number:	31.21

337

Peterbilt

337

BUILT STRONG FOR TOUGH JOBS.

The Peterbilt Model 337 is built to take on the big jobs. That's why it's available as a Class 7 truck or tractor with a GVW up to 33,000 lbs. It can be configured to meet the demands of virtually any work application and spec'd to meet the needs of any business. The 337 earned its durable reputation from features such as the all-aluminum cab, Metton® hood and stainless steel grille. Plus, the sloping aerodynamic hood enhances driver visibility and productivity. A multiplex electrical system offers diagnostic simplicity and reliability with clearly numbered, color-coded wiring. The 337 is available with the fuel-efficient PACCAR PX-9 and PX-7 engines that deliver superior performance, minimize operational costs and maximize uptime for medium duty customers. The Peterbilt Model 337 proves its value every day with every mile.

For more information on the Model 337, contact your local Peterbilt dealer or visit ***www.peterbilt.com***

The Model 337 delivers a signature combination of comfort, serviceability, visibility and versatility. It's ideal for truck and tractor applications such as wrecker, tanker, beverage delivery and municipal utilities.

DURABILITY

Stamped from a single piece of steel, with no seams or fasteners, the 337 bumper is as durable as it is protective.

MANEUVERABILITY

Featuring a 50-degree wheel cut, the 337 allows drivers to maneuver in congested urban environments as well as tight loading and unloading conditions.

EFFICIENCY

The durable and ergonomic dash features LED backlit gauges that are easy to read, a driver information display for critical vehicle data and rocker switches within easy reach.

VERSATILITY

Available as a truck or tractor and with a full range of suspension options, the 337 delivers the ideal match for your particular application.

PACCAR FINANCIAL PACLEASE & PACCAR FINANCIAL PLANS TAILORED TO YOUR NEEDS.

PETE-9885 REV. 2/13 • PRINTED IN U.S.A. • FOR MORE INFORMATION, CALL 1-800-552-0024 •

PALM PETERBILT TRUCK CENTERS, INC.

Fort Lauderdale	Fort Pierce	Fort Myers	West Palm Beach
2441 S. State Rd. 7 (441)	5750 Orange Avenue	5313 SR 82/MLK Blvd.	2253 Vista Parkway #7
Fort Lauderdale, FL	Fort Pierce, FL	Fort Myers, FL	West Palm Beach, FL
33317-6999	34947-1546	33905	33411
(954) 584-3200	(772) 489-2300	(239) 337-0188	(561) 478-4078

www.palmtruck.com

Peterbilt CLASS PAYS

Description	Weight
Presentation Created Using Featured Spec For Model	0
Total Weight	11464

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	10/26/2015 10:04:46 AM	***Complete***	Model Number:	Model 337
Effective Date:	Jul 1, 2015		Quote/DTPO/CO:	Q80027585
Prepared by:	ID: rudymangino		Version Number:	31.21

Description	Weight
(1) Air Horn 24.5in Chrome - Round w/Horn Shield	8
Standard Speaker Package For Cab (2) Speakers	4
ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.	10
Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
Triangle Reflector Kit Shipped Loose	13
Backup Alarm (107dB)	3
Air Restriction Indicator Mounted on air cleaner or intake piping.	0
(2) Additional Electric Switches Without Wiring	0
Main Instrumentation Panel, Graphics Display Includes speedometer with tripodometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights w/audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0
Headlights Composite Fender Mounted Integral Park, Turn, and Side Marker	0
(5) Marker Lights, Bus LED Bullet Light Emitting Diodes	0
LED Stop/Turn/Tail 40204 Backup, bracket mounted LH/RH EOF	2

Paint

Standard Paint Color Selection	0
(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EB WHITE - Stand N85400 HOOD TOP L0006EB WHITE - Stand N85500 CAB ROOF L0006EB WHITE - Stand N85200 FRAME N0001EA BLACK N85700 BUMPER L0006EB WHITE - Stand N85300 FENDER L0006EB WHITE - Stand	0

Options Not Subject To Discount

Medium Duty Emissions Surcharge	0

Miscellaneous

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	Description	Weight
Battery Box & Bumper		
	Steel Battery Box LH Under Cab, Non-Slip Step	0
	Steel Styled Aero Bumper Painted Cab Color Two Tow Pins	0
Cab & Equipment		
	Alum Cab 108in BBC Metton Hood w/Bright Crown Includes view window RH door and convex mirror over RH door.	0
	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	2
	Peterbilt UltraRide Driver Seat	0
	(2) Person Passenger Seat	0
	Seat Belt Color Orange IPO Standard Black	0
	Air Ride Driver	0
	High Back Driver	0
	Mordura Driver	0
	Non-Air Ride Passenger	0
	Low Back Passenger	0
	Vinyl Passenger	0
	Adjustable Steering Column - Tilt/Telescope	11
	Steering Wheel with Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
	Interior Grey/Black Includes rugged charcoal instrument panels, glare-resistant gray dash, black bezels on gauges, (2) power ports, monochromatic molded door pads with durable in-mold color, gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted dome light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash.	0
	Day Cab Rear Window	0
	One Piece Curved Windshield	0
	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
	Stainless Steel Mirrors 7x16 Right Click on Option to See Picture in Product Portfolio.	0
	(2) Convex 8 Inch SS Mirror Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	4

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	Description	Weight
	Nylon Chassis Hose	0
	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
	Clear Outside Frame of All Air System Components LH BOC	0
	Clear Outside Frame of All Air System Components RH BOC	0
	Gladhand, Plug & ISO Holder Mounted BOC/BOS	0
	Body Connections 5ft BOC Junction Box contains light and power circuits for Body Connections located 5ft from BOC.	4
Tires & Wheels		
	FF: GY 16ply 11R22.5 G661 HSA Diameter = 41.8 inches; SLR = 19.5 inches. Compares to Michelin XZE2 and Bridgestone R260F tread.	22
	RR: GY 16ply 11R22.5 G751 MSA Diameter = 42.0 inches; SLR = 19.6 inches	80
	Code-rear Tire Qty 04	0
	FF: Accur Stl Armor 50344PK 22.5X8.25 Heavy duty, 5 Hand Holes	22
	RR: Accur Stl Armor 50291PK 22.5X8.25 Heavy Duty, Two Hand Holes	56
	Code-rear Rim Qty 04	0
Fuel Tanks		
	26in Aluminum 60 Gallon Fuel Tank RH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	-117
	Location RH U/C 60 Gallon	0
	DEF Tank Mounted RH BOC You have selected a Diesel Exhaust Fluid (DEF) tank mounted on the right-hand (passenger) side of the vehicle. Note, some retail fuel distributors have chosen to standardize on DEF dispensing pumps oriented to the left-hand (driver) side of the vehicle. Please verify your selection for DEF tank mounting.	0
	Standard DEF To Fuel Ratio 2:1 Or Greater	0
	DEF Tank Small	0

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Description	Weight
Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
High Efficiency Cooling System Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 382/365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in.	0
Radial Seal, Dry Type Air Cleaner, Frontal Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
Exhaust Single RH Horizontal DPF/SCR series under frame.	-99
Transmission & Equipment	
Allison 3500 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support, TranSynd Automatic Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-4.59, 2nd-2.25, 3rd-1.54, 4th-1.00, 5th-0.75, 6th-0.65 / Reverse Ratios: DR-(5.00)	110
1710 HD Driveline, 2 Midship Bearings	100
(1) Dash Mounted Single Acting Air PTO Control Standard with PTO engaged indicator light on Class 8 units. Occupies the space of one gauge.	0
Allison FuelSense Not Desired	0
Auto Neutral Activates With Parking Brake	0
Allison 6-Speed Configuration, Wide Ratio Gears	0
Dash Mounted Push Button Shifter	0
Air & Trailer Equipment	
Bendix AD-IS EP Air Dryer with Heater Extended Purge (for use with higher air consumption applications). An integrated system air dryer that incorporates the functions of the air dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on dessicant cartridge.	39
Berg Pull Cord Drain Valve(s) - All Air Tanks	0

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Description	Weight
N21340 P005 120..Hard Maximum Speed Limit N21350 P001 64...Maximum Accelerator Pedal Vehicle Speed N21360 P110 0....Accelerator Lower Droop N21370 P059 64...Maximum Cruise Speed N21380 P111 0....Cruise Control Lower Droop N21400 N203 252..Reserve Speed Function Reset Distance N21410 N202 0....Maximum Cycle Distance N21420 N206 10...Maximum Active Distance N21430 N201 0....Reserve Speed Limit Offset N21440 P015 Yes..Engine Protection Shutdown N21450 P026 No...Gear Down Protection N21460 P046 1400.Max PTO Speed N21470 P062 No...Cruise Control Auto Resume N21480 P068 No...Auto Engine Brake in Cruise N21500 N209 0....Expiration Distance N21510 P520 Yes..Enable Idle Shutdown Park Brake Set N21520 P030 5....Timer Setting N21530 P233 Yes..Enable Impending Shutdown Warning N21540 P234 60...Timer For Impending Shutdown Warning N21550 P516 35...Engine Load Threshold N21570 P031 No...Idle Shutdown Manual Overrule N21590 P230 Yes..Enable Hot Ambient Automatic Overrule N21610 P172 40...Low Ambient Temperature Threshold N21620 P173 60...Intermediate Ambient Temperature Threshold N21630 P171 80...High Ambient Temperature Threshold	
Engine Idle Shutdown Timer Enabled	0
Enable EIST Ambient Temp Overrule	0
Eff EIST NA Expiration Miles	0
Effective VSL Setting NA	0
Remote PTO And Throttle Provision	0
CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
PACCAR 160 Amp Alternator, Brushed	0
PACCAR 12V Starter	0
2 PACCAR Premium 12V Dual Purpose Batt 1400 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
2-Speed Fan Clutch For Frequent Start/Stops	0
18.7 CFM Air Compressor Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
Spin-on Fuel Filter/Water Separator, Unheated Frame Mounted. In addition to the fuel filter supplied with the engine.	0

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Description	Weight
PHP10 Iron LMS Hubs-Air Disc	184
Severe Service Disc Brake Rotor For refuse applications	243
Dana Spicer Wide Track IPO Std, Front Axle 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles. For improved turning radius.	5
Air Disc Front Brakes Complies with reduced stopping distance regulations.	0
Gusseted Cam Brackets, Steer Axle	0
Rear Axle & Equipment	
Dana Spicer P22060S 21,000 lb	0
PHP10 Aluminum LMS Hubs 11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.	0
Parking Brakes (Axle Package)	0
Rear Brake Camshaft Reinforcement	9
Gusseted Cam Brackets, Drive Axle(s)	2
SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
Upsize Parking Brakes	0
Stability System Not Selected or Not Available	0
Single Drive Axle (Model 337)	0
Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
Bendix Air Cam Rear Drum Brakes 16.5x8.6 Inc automatic slack adjusters & outboard mounted brake drums. Refer to TSB 11-57 for more information.	0
Ratio 5.57 Rear Axle	0
Reyco 79KB Taper Leaf 21,000 lb	0
Engine & Equipment	
PACCAR PX-9 260@2200 GOV@2200 720@1300 (2013 Emissions) Includes alum flywheel housing, cruise control, and J1939 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. N21320 N205 120..Standard Maximum Speed Limit [LSL] N21330 N207 0....Expiration Distance	0

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FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
30,000 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2 (Specification #12)			
	2016 Crane Carrier COE3/S-21	Western	-- NB --
	2016 Crane Carrier COE3/S-21	Northern	-- NB --
	2016 Crane Carrier COE3/S-21	Central	-- NB --
	2016 Crane Carrier COE3/S-21	Southern	-- NB --
Rush Truck Center of Tampa	2016 Hino 338	Western	$60,546.00
Rush Truck Center of Tampa	2016 Hino 338	Northern	$60,546.00
Rush Truck Center of Tampa	2016 Hino 338	Central	$60,546.00
Rush Truck Center of Tampa	2016 Hino 338	Southern	$60,546.00
Duval Ford	2016 Ford F-750 (F7D)	Western	$48,734.00
Palmetto Ford Truck Sales	2016 Ford F-750 (F7D)	Northern	$48,354.00
Palmetto Ford Truck Sales	2016 Ford F-750 (F7D)	Central	$47,854.00
Palmetto Ford Truck Sales	2016 Ford F-750 (F7D)	Southern	$47,354.00
Lou Bachrodt Freightliner	2016 Freightliner M2	★Western	$40,931.00
Lou Bachrodt Freightliner	2016 Freightliner M2	★Northern	$40,931.00
Lou Bachrodt Freightliner	2016 Freightliner M2	★Central	$40,931.00
Lou Bachrodt Freightliner	2016 Freightliner M2	★Southern	$40,931.00
Maudlin International Trucks, LLC	2016 International Durastar	Western	$62,200.00
Maudlin International Trucks, LLC	2016 International Durastar	Northern	$61,200.00
Sun State International Trucks	2016 International Durastar	Central	$58,782.00
Rechtien International Trucks, Inc	2016 International Durastar	Southern	$58,783.00
Kenworth of Jacksonville	2016 Kenworth T370	Western	$67,802.00
Kenworth of Jacksonville	2016 Kenworth T370	Northern	$67,552.00
Kenworth of Central Florida	2016 Kenworth T370	Central	$67,715.00
Kenworth of South Florida	2016 Kenworth T370	Southern	$68,643.00

	2016 Peterbilt 337	Western	-- NB --
Rush Truck Center of Tampa	2016 Peterbilt 337	Northern	$69,980.00
Rush Truck Center of Tampa	2016 Peterbilt 337	Central	$69,980.00
Palm Peterbilt Truck Centers	2016 Peterbilt 337	Southern	$70,809.00
Tampa Truck Center,LLC	2016 Western Star 4700	Western	$75,229.00
Tampa Truck Center,LLC	2016 Western Star 4700	Northern	$75,229.00
Tampa Truck Center,LLC	2016 Western Star 4700	Central	$75,229.00
Tampa Truck Center,LLC	2016 Western Star 4700	Southern	$75,229.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

30,000 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2
SPECIFICATION #12

2016 Crane Carrier COE3/S-21
2016 Hino 338
2016 Ford F-750 (F7D)
2016 Freightliner M2
2016 International Durastar
2016 Kenworth T370
2016 Peterbilt 337
2016 Western Star 4700

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. Diesel engine, minimum 200 HP
2. TRANSMISSION/AXLES:
    a. Manufacturers standard automatic transmission (with PTO provision) minimum, or approved equivalent.
    b. 21,000 lb. rear
    c. All axles, synthetic lube.
3. PERFORMANCE ITEMS:
    a. Manufacturer's standard power steering.
    b. Manufacturer's standard gauges.
4. COMFORT ITEMS:
    a. Air conditioning, factory installed.
    b. Manufacturer's standard tinted glass all around.
    c. Manufacturer's standard AM/FM stereo.
    d. Heavy duty rubber floor covering instead of carpet.
    e. Manufacturer's standard production seats. Purchaser will select color at time of order.
    f. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).
5. SAFETY ITEMS:
    a. Dual mount outside mirrors must provide a field of vision for vehicles to 102" width, and for towing.
    b. Convex mirrors mounted below standard mirrors.
    c. Interior dome lights with left and right door activated switches.
6. BRAKES:
    a. Factory air brakes
    b. Anti-lock brake system
7. TIRES AND WHEELS:

a. BSW 11R22.5 (14 PR) or approved equivalent, front and rear.
b. Oil bath hubs, with synthetic lube.

8. CHASSIS, FRAME, CAB:

a. Minimum 30,000 lbs. GVWR.
b. Cab & chassis only.
c. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
d. Manufacturer's standard front bumper, bright or painted.
e. Factory front tow hooks.
f. Fuel tank capacity, 45 gallons minimum.
g. Cab to center of rear axle - 84" approximately.

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

30,000 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2
SPECIFICATION #12

2016 Peterbilt 337

The Peterbilt 337 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$69,980.00	$69,980.00	$70,809.00

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:	337			
DEALER:		Rush Truck Center of Tampa	Rush Truck Center of Tampa	Palm Peterbilt Truck Centers
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$69,980.00	$69,980.00	$70,809.00

Order Code	Delete Options	Western	Northern & Central	Southern
	Gas engine in lieu of diesel		NA	NA
404097 [2] 4040970 [3]	Provide 6 speed manual with base engine - specify		Std[2]	$3,733.00[3]
	Provide 7 speed manual with base engine - specify		NA	NA
	Air brakes if compatible with transmission		Std	NA
	Wheel seals		Std	NA
	AM/FM stereo radio		Std	$364.00
	Satellite radio		NA	NA
	On-Star		NA	NA

Order Code	Add Options	Western	Northern & Central	Southern
2073108 / 4052230 [2] 2074303/4042970 [3]	Engine/transmission upgrade - specify *PX7 280@2400 660@1600 / Allison 3500RDSP Transmission* [2] *PX9 300 HP / 6 SPEED TRANS* [3]		$13,519.00[2]	$2,250.00[3]
2056315 / 4052230 [2] 2074303/4052120 [3]	Engine/transmission upgrade - specify *ISL-G 320/2200 1000@1300 / Allison 3500RDSP* [2] *PX9 300 HP / ALLISON 3500 RDS* [3]		$30,299.00[2]	$14,335.00[3]
2058409 / 4052110 [2] 2074303/4052110 [3]	Engine/transmission upgrade - specify *PX9 345@1900 1150@1400 / Allison 3000RDSP* [2] *PX9 300 HP /ALLISON 3000 RDS* [3]		$16,999.00[2]	$11,812.00[3]
2058604 / 4052110 [2]	Engine/transmission upgrade - specify *PX9 380@1900 1250@1400 / Allison 3000RDSP* [2]		$17,367.00[2]	NA
2073110 / 4011750 [2]	Engine/transmission upgrade - specify *PX7 240@2400 520@1600 / RTO8908LL 10 speed* [2]		$1,868.00[2]	NA
	Engine/transmission upgrade - specify *Other engine and transmission options available @ 10% off list see dealer for specs and pricing* [2]		$0.00[2]	NA
	Engine/transmission upgrade - specify		NA	NA
	Engine/transmission upgrade - specify		NA	NA
	Bi-fuel model - specify *See Dealer* [2]		$0.00[2]	Std
90115-2 [2]	CNG prep - specify *Momentum Fuel Technologies 90 DGE Rial Mounted Tanks FMM, LH Fill W/ Additional Front Bumper Fill Port,Installed Methane Detection Device. 80 DGE Deduct -1,191.03 60 DGE Deduct -2,641.03* [2] *STNANDARD WITH CNG* [3]		$41,540.20[2]	Std[3]
	CNG conversion (discuss with dealer) *Other CNG fueling options available see dealer for specs and pricing.* [2]		$0.00[2]	NA
	LPG conversion (discuss with dealer)		$0.00	NA

VEHICLE:	337			
DEALER:		Rush Truck Center of Tampa	Rush Truck Center of Tampa	Palm Peterbilt Truck Centers
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$69,980.00	$69,980.00	$70,809.00

	Engine hour meter		Std	Std
	Trans oil temp meter *Standard W/Allison Transmission* [2] *STANDARD WITH ALLISON TRANS* [3]		Std[2]	Std[3]
	Allison authorized synthetic oil, TES 295 or equivalent (required for extended warranty)		Std	Std
	Premium hoses		Std	Std
5577020 [2]	Dual 45 gallon fuel tanks		$714.00[2]	$792.00
	Air dryers		Std	Incl.
	Moisture ejectors		Std	Incl.
1671040 [2] 1671040 [3]	Driver controlled differential lock		$902.00[2]	$1,002.00[3]
	Power windows, only		NA	NA
7564110 [2] 7564110 [3]	Power windows/door locks		$261.00[2]	$290.00[3]
	Speed control		Std	Std
	Tilt steering wheel		Std	Std
7001520 [2] 7001520 [3]	Telescopic and tilt steering wheel		$108.00[2]	$119.00[3]
7001520 [2] 7725725 [3]	AM/FM radio with single CD		$83.00[2]	$413.00[3]
	Side air bags		NA	NA
3K [1] 3K [2] 3K [3]	Third key	[1]	$20.00[2]	$50.00[3]
	Upgrade to 4x4 (specify factory or after market) *Factory with engineering approval Fabco and Marmon Pkgs. available 10% off list see dealer for pricing and specs* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
Peterbilt 337 [2] MODEL 348 [3]	Model upgrade - specify *337 Tractor Pkg.* [2] *PX9 300 HP / 20K FRONT / 46K REAR / ALLISON 3500 RDS TRANS* [3]		$3,950.00[2]	$45,362.00[3]
	Model upgrade - specify *Other unpublished options available 10% off list see dealer for specs* [2]		$0.00[2]	NA
	Crew cab (84" CA) *See Dealer for pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
	Super cab (84" CA)		NA	NA
	Cutaway cab *See dealer for pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]

VEHICLE:	337			
DEALER:		Rush Truck Center of Tampa	Rush Truck Center of Tampa	Palm Peterbilt Truck Centers
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$69,980.00	$69,980.00	$70,809.00

0614020 [2] 7851780 [3]	Optional cab and chassis equipment - specify *10 3/4 Frame Rails* [2] *AIR RIDE CAB* [3]		$658.00[2]	$766.00[3]
0601500 [2]	Optional cab and chassis equipment - specify *Full Steel Frame Liner* [2]		$1,162.00[2]	NA
1811170 [2]	Optional cab and chassis equipment - specify *PETERBILT AIR TRACK 23K AIR RIDE* [2]		$1,754.00[2]	NA
7851780 [2]	Optional cab and chassis equipment - specify *AIR RIDE CAB* [2]		$756.00[2]	NA
2539090 [2]	Optional cab and chassis equipment - specify *Big Switch Battery Disconnect* [2]		$181.00[2]	NA
	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed		NA	NA
	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed		NA	NA
	Vent visors - stick-on style		$150.00	$250.00
	Rainshields - flange style		$175.00	$175.00
	Spray-in liner (Rhino, Line-X or approved equivalent) *See Dealer* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
	Knapheide under body tool boxes or approved equivalent *See Dealer* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
7560940/7560950 [2] 7565940/7965950 [3]	Fender or cowl mounted convex mirrors *MIRROR AUX RH&LH FENDER/HOOD* [2]		$158.00[2]	$152.00[3]
7610020 [2] 7610020 [3]	Airhorn *AIR HORN 15" PAINTED* [2]		$144.00[2]	$155.00[3]
7900270 [2]	Safety kit, fire extinguishers & triangles *Safety kit,fire extinguishers & triangles* [2]		$90.00[2]	Incl.
	Front stabilizer bars		Incl.	Incl.
1920380 [2] 1920380 [3]	Rear shock absorbers		$221.00[2]	$219.00[3]
1911070 [2] 1911070 [3]	Auxiliary rear springs *REYCO HELPER SPRINGS 4.* [2] *RAYCO 4500 LB HELPER SPRINGS* [3]		$345.00[2]	$4,500.00[3]
2922780 [2]	Heated fuel water separator *Spin on 12V Heated* [2]		$70.00[2]	Incl.
4614810/4612810 [2]	Tractor brake package (30,000 GVWR only) *A&E Connections WithHose Tenna, 12'A&E Lines Coiled & Two 7-Way Plugs and Trailer Hand Valve I* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$585.00[2]	$0.00[3]

VEHICLE:	337			
DEALER:		Rush Truck Center of Tampa	Rush Truck Center of Tampa	Palm Peterbilt Truck Centers
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$69,980.00	$69,980.00	$70,809.00

	Trailer towing package - specify *See Dealer* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
44612900 [2]	Trailer towing package for air operated trailer brakes *A&E Conn EOF W/7-Way Socket Strapped EOF. TrailerHand Valve* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$488.00[2]	$0.00[3]
4544010 [2]	Trailer towing package for electric operated trailer brakes *WIRING PORVISION FOR FlO BRAKE CONTROLLER* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$411.00[2]	$0.00[3]
0651010 [2]	Mud flaps *PBITL MUDFLAPS 21HANGERS* [2]		$90.00[2]	Incl.
	Full size spare tire & rim *11R22.5 2* [2]		$648.00[2]	$850.00
	Jack and wheel wrench		NA	NA
	Nitrogen filled tires including spare tire		NA	NA
8133960 [2]	Daytime running lights		$68.00[2]	Std
	Immobilize daytime running lights		NA	Incl.
	Knapheide 6132 utility body or approved equivalent (requires 84" CA) *See dealer for specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
FA00055276 [2]	Heil 2-3 yd. dump body with manual ground control tarp or approved equivalent (requires 84" CA) *TBEI / Ox Body see dealer for specs* [2] *SEE DEALER FOR SPECS* [3]		$13,573.00[2]	$10,994.00[3]
FA00055277 [2]	5 yd. dump with manual ground control tarp (requires 84" CA) *TBEI / Ox Body See Dealer for specs* [2] *SEE DEALER FOR SPECS* [3]		$13,488.00[2]	$13,184.00[3]
FA00055264 [2]	12 ft. flat stake body with 40" sides all around (requires 84" CA) *TBEI / Ox Body See Dealer for specs* [2] *SEE DEALER FOR SPECS* [3]		$7,700.00[2]	$7,348.00[3]
FA00055273 [2]	12 ft. contractors dump with manual ground control tarp, 14" sides (requires 84" CA) *TBEI / Ox Body See Dealer for specs* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$14,407.00[2]	$0.00[3]
FA00055265 [2]	14 ft. flat stake body with 40" sides all around (requires 108" CA) *TBEI / Ox Body See Dealer for specs* [2] *SEE DEALER FOR SPECS* [3]		$8,080.00[2]	$8,253.00[3]
FA00055273 [2]	14 ft. contractors dump with manual ground control tarp, 14" sides (requires 108" CA) *TBEI / Ox Body See Dealer for specs* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$14,657.00[2]	$0.00[3]

VEHICLE:	337			
DEALER:		Rush Truck Center of Tampa	Rush Truck Center of Tampa	Palm Peterbilt Truck Centers
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$69,980.00	$69,980.00	$70,809.00

FA00055266 [2]	16 ft. flat stake body with 40" sides all around (requires 120" CA) *TBEI / Ox Body See Dealer for specs* [2] *SEE DEALER FOR SPECS* [3]		$8,430.00[2]	$9,197.00[3]
FA00055274 [2]	16 ft. contractors dump with manual ground control tarp, 14" sides (requires 120" CA) *TBEI / Ox Body See Dealer for specs* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$14,638.00[2]	$0.00[3]
FA00055267 [2]	18 ft. flat stake body with 40" sides all around (requires 138" CA) *SEE DEALER FOR SPECS* [3]		$8,875.00[2]	$8,974.00[3]
	19 ft. rollback wrecker with wheel lift (requires 120" CA) *See dealer for specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
FA00055268 [2]	20 ft. flat stake body with 40" sides all around (requires 156" CA) *SEE DEALER FOR SPECS* [3]		$8,945.00[2]	$9,376.00[3]
	20 ft. van roll up door (requires 156" CA) *See dealer for specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
	24 ft. van roll up door (requires 186" CA) *See dealer for specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
FA00055268 [2]	24 ft. flat stake body with 40" sides all around (requires 186" CA) *AVABLE SEE DEALER FOR PRICE* [3]		$9,250.00[2]	$0.00[3]
PI [2]	Optional body - specify *TL-3 Loader WIHDXHardox 18' 14yd body additional options available SEE DEALER* [2] *PETERSON LOADER AVABLE SEE DEALER FOR PRICE AND SIZE OF UNIT* [3]		$58,750.00[2]	$0.00[3]
SSES [2]	Optional body - specify *Brush Hawg G-2224C Grapple Loader Body* [2] *PAC-MAC SEE DEALER FOR PRICE AND SIZE* [3]		$62,246.00[2]	$0.00[3]
SSES [2]	Optional body - specify *New Way Viper 20RL, New Way Viper 13RL Rear Loader deduct -3,387.00 see dealer for optional equipment and specs* [2]		$49,180.00[2]	NA
SSES [2]	Optional body - specify *New Way Cobra 20RL Rear Loader see dealer for optional equipment and specs* [2]		$50,792.00[2]	NA
Ring Power Quote #5419 [2]	Optional body - specify *Epsilon M100L72 Hydraulic Loader / 28 Yard Dump Body* [2] *ALLTEC AVABLE SEE DEALER FOR PRICE* [3]		$90,500.00[2]	$0.00[3]
Ring Power Quote #5424 [2]	Optional body - specify *American Rolloff ACC-80 Container Carrier* [2]		$31,500.00[2]	NA
JLM EQUIPMENT [2]	Optional body - specify *PAC-MAC KB20 SERIES KNUCKLE-BOOM LOADER* [2]		$49,650.00[2]	NA
JLM EQUIPMENT [2]	Optional body - specify *AMPLRIOLL HOOKLIFT AL120S-14 ROLL-OFF HOIST (26,000 lbs)* [2]		$33,097.00[2]	NA
	Powder coating for utility body		NA	NA

VEHICLE:	337			
DEALER:		Rush Truck Center of Tampa	Rush Truck Center of Tampa	Palm Peterbilt Truck Centers
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$69,980.00	$69,980.00	$70,809.00

	108" cab to axle		$260.00	Incl.
	120" cab to axle		$260.00	Incl.
	138" cab to axle		$260.00	Incl.
	156" cab to axle		$260.00	Incl.
	180" cab to axle		$260.00	Incl.
	186" cab to axle		$260.00	Incl.
2056315 / 4052110 [2]	33,000 GVWR Pck. - minimum 230 HP, 5 speed automatic transmission (3000RDS), or approved equivalent - see optional wheelbase prices *PX-9 345 HP 1150 Torque* [2] *PX7 260 HP* [3]		$13,193.00[2]	$7,466.00[3]
2073210 / 4052230 [2]	33,000 GVWR Pck. - minimum 230 HP, 5 speed automatic transmission (3500RDS), or approved equivalent - see optional wheelbase prices *PX-7 280 HP 660 Torque* [2] *PX7 260 HP* [3]		$12,637.00[2]	$9,986.00[3]
2056315 / 4052110 [2]	33,000 GVWR Pck. - minimum 230 HP, 6 speed automatic transmission (3000RDS), or approved equivalent - see optional wheelbase prices *ISL-G 320 HP 1000 Torque* [2] *PX7 260 HP* [3]		$29,229.00[2]	$7,466.00[3]
2073110 / 4052230 [2]	33,000 GVWR Pck. - minimum 230 HP, 6 speed automatic transmission (3500RDS), or approved equivalent - see optional wheelbase prices *PX-7 240 HP 560 Torque* [2] *PX7 260 HP* [3]		$11,238.00[2]	$9,986.00[3]
	33,000 GVWR factory approved 4WD *See Dealer for specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
	33,000 GVWR 108" CA		$250.00	$425.00
	33,000 GVWR 120" CA		$250.00	$425.00
	33,000 GVWR 156" CA		$250.00	$425.00
	33,000 GVWR 180" CA		$250.00	$425.00
	33,000 GVWR 186" CA		$250.00	$425.00
1513180 [2]	GVWR and CA upgrade - specify *DANA SPICER 823-190 23,000 LB REAR AXLE* [2]		$1,009.00[2]	NA
1816090 [2]	GVWR and CA upgrade - specify *REYCO 102CC 23,000 LB SINGLE DRIVE SUSPENSION* [2]		$980.00[2]	NA
1011280 [2]	GVWR and CA upgrade - specify *DANA SPICER E1202I 12,000 LB FRONT AXLE* [2]		$100.00[2]	NA
	GVWR and CA upgrade - specify		NA	NA
	GVWR and CA upgrade - specify		NA	NA

VEHICLE:	337			
DEALER:		Rush Truck Center of Tampa	Rush Truck Center of Tampa	Palm Peterbilt Truck Centers
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$69,980.00	$69,980.00	$70,809.00

	GVWR and CA upgrade - specify		NA	NA
	GVWR and CA upgrade - specify		NA	NA
	GVWR and CA upgrade - specify		NA	NA
	2,000 lb. lift gate *See dealer for specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
	3,000 lb. lift gate *See dealer for specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
	12 ton jack cab mounted, if available		NA	NA
	Auto Crane 50K-22 crane body with shelf package, 24" bumper with crank outriggers, or approved equivalent *See dealer for specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
	Auto Crane 6006EH electric hydraulic crane, boom support & chassis springs, or approved equivalent *See Dealer for specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
	Auto Crane hydraulic outriggers, or approved equivalent *See Dealer for specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
	Auto Crane 6406 hydraulic crane, reservoir, PTO and pump, boom support & chassis springs, or approved equivalent *See Dealer for specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
	Auto Crane 8406 hydraulic crane, reservoir, PTO and pump, boom support & chassis springs, or approved equivalent *See Dealer for specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
	Backup alarm - Factory Installed		Std	Incl.
	Backup alarm - Dealer Installed		NA	Incl.
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Factory Installed *See Dealer for specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
BUC [1] BUC [3]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Dealer Installed *See Dealer for specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]	[1]	$0.00[2]	$0.00[3]
TBEI [2]	Optional equipment - specify *40T Pintle pkg (including 1"plate,pintle and D-ringa) •Air liiU!.f and electric supplied by dealer* [2]		$1,450.00[2]	NA
TBEI [2]	Optional equipment - specify *Wetline kitfor tranafer or walkingfloor PTOfor manual transmisaion* [2]		$8,500.00[2]	NA

VEHICLE:	337			
DEALER:		Rush Truck Center of Tampa	Rush Truck Center of Tampa	Palm Peterbilt Truck Centers
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$69,980.00	$69,980.00	$70,809.00

2016FSA [2]	Optional equipment - specify *Heil PT1000 20yd See dealer for additional options, specs and pricing* [2]		$59,242.00[2]	NA
QX-EZ-REL-A300C-20 [2]	Optional equipment - specify *E-Z PACK APOLLO A300C 20YD REAR LOADER See dealer for additional options, specs and pricing* [2]		$63,687.00[2]	NA
QX-GAL-SLCH-R [2]	Optional equipment - specify *LOADER CONTAINER CARRIER WITH ROTATOR - GALBREATH CH8000 CONTAINER HANDLER WITHOUT ROTATOR Deduct -16,817.94* [2]		$37,698.66[2]	NA
JLM EQUIPMENT [2]	Optional equipment - specify *PAC-MAC RLX SERIES REAR LOAD 20yd See dealer for additional options, specs and pricing* [2]		$53,475.00[2]	NA
Container Systems [2]	Optional equipment - specify *Loadmaster Legacy 3-20 yd Renr Loader 16yd deduct -$1,400.00 13yd -$1,800 See dealer for additional options, specs and pricing* [2]		$51,114.00[2]	NA
	Optional equipment - specify		NA	NA
	Optional equipment - specify		NA	NA
	Optional equipment - specify		NA	NA
	Temporary tag *AVABLE SEE DEALER FOR PRICE* [3]		Incl.	$0.00[3]
	Transfer existing registration (must provide tag number) *AVABLE SEE DEALER FOR PRICE* [3]		$150.00	$0.00[3]
	New state tag (specify state, county, city, sheriff, etc.) *AVABLE SEE DEALER FOR PRICE* [3]		$175.00	$0.00[3]
	Maintenance Plan - specify *Mobile service plans available see dealer for pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
	Maintenance Plan - specify *See dealer for additional options, specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
	Maintenance Plan - specify *Total See dealer for additional options, specs and pricing* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$0.00[2]	$0.00[3]
Allison [2]	Warranty - specify *Allison Transmission 60 month* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$892.00[2]	$0.00[3]
9402783 [2]	Warranty - specify *Cummins ISL-G 5/150K Warranty* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$3,400.00[2]	$0.00[3]
9401710 [2]	Warranty - specify *Basic Vehicle 2/250* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$660.00[2]	$0.00[3]
9402506 [2]	Diesel Warranty - specify *PX-7 PROTECTION PLAN 1 5 YR/150K* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$1,250.00[2]	$0.00[3]

VEHICLE:	337			
DEALER:		Rush Truck Center of Tampa	Rush Truck Center of Tampa	Palm Peterbilt Truck Centers
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$69,980.00	$69,980.00	$70,809.00

9402535 [2]	Diesel Warranty - specify *PX-9 PROTECTION PLAN 1 5 YR/150K* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$2,700.00[2]	$0.00[3]
9402543 [2]	Diesel Warranty - specify *PX-9 Aftertreatment 5/150* [2] *AVABLE SEE DEALER FOR PRICE* [3]		$700.00[2]	$0.00[3]

AGENDA DATE: February 2, 2016, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Crossing License Agreement with the Florida East Coast Railroad (FEC) regarding All Aboard Florida (AAF)

SUMMARY:
The Agreement allows the FEC to name AAF as a third party beneficiary to the City's existing license agreements with FEC.

BACKGROUND AND JUSTIFICATION:
Over the course of the last 24 months, the City has been working closely with the Metropolitan Planning Organization (MPO), Florida League of Cities, FEC, All Aboard Florida (AAF), and City legal counsel to review and provide feedback on the FEC's plan to create an express passenger rail service from Miami to Orlando, named All Aboard Florida (the "Project").

As part of the Project, all of the existing crossings in the proposed double track corridor must be upgraded with additional safety measures to allow for passenger rail service. AAF has agreed to fund 100% of these improvements (identified as "initial development costs" in the agreement) for the City, in return for being named as a third-party beneficiary to the existing license agreements between the City and FEC. AAF railway line is expected to increase the ongoing maintenance costs for each crossing by approximately 10% according to FEC officials.

The City Attorney requested that FEC consider updating the license agreements since some of the agreements are quite old and in need of revisions. FEC has refused to make any changes to the existing license agreements. In order for the City to have AAF fund 100% of the "initial development costs", the City must agree to name AAF as a third party beneficiary to the existing licenses without any changes.

The additional safety measures are inclusive of the addition of sidewalk crossings, sidewalk connections, signalization improvements, and most noticeably the creation of "quiet zones" through the entire corridor. These Quiet Zones will effectively allow for the silencing of the train horns and will have a direct impact on the quality of life for residents who live near the railway tracks.

MOTION:
I move to approve / not approve a Crossing License Agreement with the Florida East Coast Railroad.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Crossing License Agreement with FEC
Crossing License Agreement letter from FEC legal counsel

CROSSING AGREEMENT BY AND AMONG FLORIDA EAST COAST RAILWAY, LLC, ALL ABOARD FLORIDA - OPERATIONS LLC AND CITY OF LAKE WORTH FOR IMPROVEMENTS TO RAILWAY CROSSINGS COVERED BY EXISTING CROSSING LICENSE AGREEMENTS

THIS AGREEMENT is made and entered into this___ day of_____, 2016, by and among **FLORIDA EAST COAST RAILWAY LLC**, a Florida Limited Liability Company, with an address of 7411 Fullerton Street, Suite 300, Jacksonville, FL 32256 (hereinafter "FECR") and **ALL ABOARD FLORIDA - OPERATIONS, LLC**, a Delaware Limited Liability Company (authorized to do business in Florida), with an address of 2855 LeJeune Road, 4th Floor, Coral Gables, FL 33134 (hereinafter "AAF"), and **CITY OF LAKE WORTH,** a Political Subdivision of the State of Florida (hereinafter "CITY").

WITNESSETH

WHEREAS, FECR owns and operates a rail corridor located within the boundaries of CITY; and

WHEREAS, CITY has various roadways that cross the FECR right-of-way as listed in **Exhibit A** (hereinafter individually and in the aggregate, as the case requires, referred to as "Crossings"), as such Crossings are more particularly defined in various license and/or crossing agreements; and

WHEREAS, FECR has entered into various license and/or crossing agreements with CITY that set forth the rights and obligations of the Parties with respect to each of the Crossings, as amended and assigned to date, as listed in Exhibit A (hereinafter "License Agreements"); and

WHEREAS, AAF is developing an intercity passenger rail service from Miami to Orlando, to be located within FECR's railway right-of-way (hereinafter "Project"); and

WHEREAS, FECR intends to allow AAF to utilize its rail corridor for the Project; and

WHEREAS, in order to accommodate the Project it is necessary for AAF to install a second track which requires improvement, construction and alterations to existing Crossings; and

WHEREAS, pursuant to the License Agreements, CITY is responsible for a portion of the costs related to improvements made to each Crossing; and

WHEREAS, AAF has agreed to incur all costs related to the Crossing improvements to the extent required for the Project to ensure safety at public crossings and to commence passenger rail service; and

WHEREAS, CITY finds that the terms of this Agreement will benefit the safety and welfare of the public;

NOW THEREFORE, for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. PURPOSE

The purpose of this Agreement between FECR, AAF and CITY is to memorialize the agreement reached relating to the Project with respect to the Crossings and terms related to the construction, maintenance and safety of the Crossings.

Section 2. LICENSE AGREEMENTS

The Crossings, as improved for the Project, shall continue to be governed by the terms and provisions of the License Agreements, listed on Exhibit A.

Section 3. AAF REPRESENTATIONS

3.1 Initial Development Costs. AAF shall fund and be responsible for all necessary and reasonable capital investments to complete the initial installation of crossing improvements at the Crossings to the extent required for compliance with currently applicable laws and requirements for passenger rail service (hereinafter, the "Initial Development Costs"). The Initial Development Costs may include some or all of the following, based on the individual requirements for each Crossing, as more specifically described in the final plans and drawings for each Crossing prepared by AAF's consultant, and provided by AAF to CITY: the installation, relocation or alteration of new track and/or the existing track; cables; railroad devices; crossing structures; railroad signalization equipment; grade crossing surfaces; roadway, signage and pavement marking; co-habitation of roadway traffic signals impacted by the Project to railroad truss structures; relocation of any permitted CITY utilities and, any other element necessary to comply with all applicable laws and regulations. The Initial Development Costs do not include the costs of any other improvements to the Crossings related to the establishment of quiet zones or any other improvements required or desired by CITY. CITY shall have no responsibility for any Initial Development Costs, regardless of any provision to the contrary in any License Agreement.

3.2 Maintenance of Existing Crossing. If there is required regular maintenance to be performed in connection with the currently existing crossing surface that is outside of the scope of the Project, that maintenance is not included within the scope of AAF's work and expense, provided, however, AAF and FECR will endeavor to coordinate their respective work so as to minimize any existing crossing surface maintenance costs that the CITY may bear in accordance with the existing License Agreements.

3.3 Standards. AAF shall construct all track and crossing Project improvements at each Crossing in compliance with the crossing construction plans submitted by AAF to the CITY.

3.4 Coordination. AAF and CITY agree to coordinate and cooperate with each other at all times with regard to notice, permitting, mobilization and construction timing of the Project improvements. Elements of the Project may extend beyond the FECR right-of-way at certain Crossing(s) in order to complete the Project within aforementioned standards and guidelines. Where elements of the crossing upgrades extend beyond the FECR right-of-way at any crossing, AAF shall coordinate any required crossing upgrade work which must be performed outside of the FECR right-of-way with the CITY and obtain all necessary permits. CITY acknowledges that it will grant to AAF the necessary permits for the installation and construction of any aspects of the crossing upgrades outside of the FECR right-of-way, provided that all permit requirements are

met. AAF will repave or restore the CITY's right-of-way if impacted by the crossing upgrade construction at AAF's expense. If there is striping on CITY streets which extends beyond the FECR right-of-way for a reasonable short distance (not more than 40 feet), as part of the Project, AAF will re-stripe CITY's street along with the portions of the street within FECR's right-of-way at AAF's expense. In connection with future maintenance at these Crossings, if comparable restriping is necessary outside of the FECR right-of-way, FECR will perform that restriping, and the costs of such restriping in the CITY's right-of-way shall be apportioned to CITY.

3.5 Minimal Disruption. AAF shall perform and complete the Project in a manner that minimizes disruption and inconvenience to CITY and the public but CITY recognizes that, as with any construction project, there will be unavoidable disruptions and inconvenience to CITY and the public. AAF will make every effort to coordinate Crossing closures so as not to adversely impact CITY'S scheduled special events. AAF shall make reasonable efforts to only close individual crossings for a period of not more than three (3) consecutive days, provided that the CITY acknowledges that some crossings may take longer, ideally no more than five days. AAF will coordinate with the CITY so that the crossing improvement work minimizes disruption and inconvenience to the CITY and its residents.

3.6 Maintenance of Traffic. AAF shall be responsible for the costs of Maintenance of Traffic signage during the Project. AAF or its contractor shall submit a Maintenance of Traffic plan for each individual Crossing to the CITY a minimum of four (4) weeks prior to the commencement of Project work.

3.7 Quiet Zone. If CITY successfully obtains approval to classify the crossings within its boundaries as part of a Quiet Zone, prior to AAF's installation of the various crossing upgrades identified above, AAF agrees to install the quiet zone required improvements to the crossings, at the expense of CITY or such other governmental agency that agrees to pay the expenses associated therewith.

3.8 Budget Estimates. To accommodate CITY's statutory budget process and fiscal year (October 1st – September 30th, referred to as "Government Fiscal Year"), FECR agrees to utilize commercially reasonable efforts to provide to CITY, no later than April 1st each year, the list of Crossings scheduled for maintenance during the upcoming Government Fiscal Year, along with an estimate of any and all costs or expenses for which CITY will be responsible under the License Agreements during such Government Fiscal Year. CITY acknowledges that emergency and unanticipated repairs may be necessary at crossings periodically, and FECR may not be able to provide normal advance notice thereof. This provision shall survive any expiration or termination of this Agreement.

Section 4. FECR REPRESENTATIONS

4.1 Agreement with AAF. FECR hereby acknowledges that FECR and AAF have entered into an agreement under which AAF will utilize the FECR rail corridor for the Project.

4.2 Waiver. FECR hereby waives all rights to reimbursement from CITY of the Initial Development Costs under the License Agreements.

4.3 Maintenance of Existing Crossing during Project. If, during the course of the Project there is required regular maintenance to be performed in connection with the currently existing crossing surface that is outside of the scope of the Project, such maintenance is not included within the scope of AAF's work and expense; provided, however, that AAF and FECR will endeavor to coordinate their respective work so as to minimize any existing crossing surface

maintenance costs that CITY may bear in accordance with the existing License Agreements. FECR agrees to provide the estimate for such costs at least ninety (90) days in advance of an invoice.

4.4 Ongoing Maintenance. For so long as FECR is the party responsible for maintaining the Crossings following the Project upgrades, CITY may continue to interface solely with FECR in connection with that maintenance and CITY required reimbursement in connection therewith. FECR and CITY agree to coordinate and cooperate with each other regarding Crossing(s) maintenance with regard to notice, permitting, mobilization and construction. This provision shall survive any expiration or termination of this Agreement.

4.5 Ongoing Maintenance Costs. For so long as FECR is the party responsible for maintaining the Crossings FECR shall apportion the costs for crossing surface maintenance and future crossing upgrade charges with CITY as provided for in the License Agreements. Charges for FECR's inspection of the crossing signals will continue to be assessed in accordance with FDOT's then-current standard chart for signal inspection costs; as such chart is updated and amended. This provision shall survive expiration or termination of this Agreement.

Section 5. CITY REPRESENTATIONS

5.1 Permits; Maintenance of Traffic. CITY will grant to AAF the necessary permits for the installation and construction of any Project elements that may be required beyond the FECR right-of-way, provided all permit requirements are met.

5.2 Maintenance of Existing Crossing during Project. If, during the course of the Project there is required regular maintenance to be performed in connection with the currently existing crossing surface that is outside of the scope of the Project, such maintenance is not included within the scope of AAF's work and expense; and CITY acknowledges that FECR may apportion the appropriate share of such costs to CITY in accordance with the existing License Agreements.

5.3 Ongoing Maintenance Costs. CITY acknowledges that the costs for crossing surface maintenance and future crossing surface and signal upgrade charges shall be reimbursed by CITY as provided for in the License Agreements. Charges for FECR's inspection of the crossing signals will continue to be assessed in accordance with FDOT's then- current standard chart for signal inspection costs; as such chart is updated and amended. This provision shall survive expiration or termination of this Agreement.

Section 6. THIRD PARTY BENEFICIARY

The Parties agree that AAF shall be a third party beneficiary with respect to the License Agreements identified in Exhibit A attached hereto with the right to enforce the terms and conditions thereof. Notwithstanding, for so long as FECR is the party responsible for maintaining the Crossings, FECR shall be solely responsible for exercising any rights AAF may have against CITY under this Agreement. AAF shall have no greater rights with respect to CITY than FECR has under the License Agreements. Each of the aforesaid License Agreements is hereby deemed amended to reflect the provisions of this Section 6. This provision shall survive any expiration or termination of this Agreement.

No provision of this Agreement is intended to, or shall be construed to, create any additional third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the CITY and/or AAF.

Section 7. EFECTIVE DATE AND TERM

7.1 Effective Date. This Agreement will become effective upon approval by the governing body of the CITY and execution by all parties.

7.2 Term. The term of this Agreement will be concurrent with the term of each License Agreement to which it is applicable.

Section 8. VENUE AND CHOICE OF LAW

This Agreement will be governed by the laws of the State of Florida. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Palm Beach County, Florida.

Section 9. NOTICE

All notices required in this Agreement shall be sent by, hand delivery or overnight commercial courier. Notices shall be addressed as follows:

To FECR:	Attention:	Robert Ledoux, SVP and General Counsel Florida East Coast Railway LLC 7411 Fullerton Street, Suite 300 Jacksonville, FL 32256
To AAF:	Attention:	P. Michael Reininger, President All Aboard Florida – Operations, LLC 2855 S. Le Jeune Rd., 4th Floor Coral Gables, FL 33134
To CITY:	Attention:	Michael Bornstein, City Manager 7 N. Dixie Highway Lake Worth, FL 33460

Section 10. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 11. EXHIBIT(S)

The Exhibit(s) attached to this Agreement are incorporated fully into this Agreement by this reference.

Section 12. CAPTIONS

The captions and section designations contained in this Agreement are for convenience

only and shall have no substantive meaning.

Section 13. MODIFICATIONS TO AGREEMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument duly executed by the parties to this Agreement.

Section 14. PUBLIC RECORDS

The parties to this Agreement shall have access to public records pursuant to Chapter 119, Florida Statutes.

Section 15. ENTIRETY OF AGREEMENT

It is agreed, except as provided in the License Agreements, that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated in this document.

Section 16. ACCESS AND AUDITS

AAF shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the work associated with such charges, expenses and costs. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at AAF's place of business.

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

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

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto by its duly authorized representatives.

FECR:

Florida East Coast Railway, L.L.C.

By: _____
Robert Ledoux, SVP and General Counsel

Date: 1/18/16

AAF:

All Aboard Florida – Operations LLC

By: _____
P. Michael Reininger, President

Date: 1-20-16

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ FOR
Glen J. Torcivia, City Attorney

Exhibit A
Crossing/License Agreements Listing

Exhibit A
Crossing Agreements Listing

Location	Mile Post	Street Name	AAR/DOT#	Agreement Holder	License Agreement Date
Lake Worth	304+1830	Worthmore Avenue	272454Y	City of Lake Worth	**3/27/26**
Lake Worth	304+2717	19th Avenue North	272455F	City of Lake Worth	**5/28/04**
Lake Worth	304+3533	17th Avenue North	272456M	City of Lake Worth	**7/12/02**
Lake Worth	304+5222	13th Avenue North	272457U	City of Lake Worth	**9/13/39**
Lake Worth	305+1274	10th Avenue North	272458B	City of Lake Worth	**8/13/08**
Lake Worth	305+4794	2nd Avenue North	272461J	City of Lake Worth	**7/14/97**
Lake Worth	306+4677	10th Avenue South	272466T	City of Lake Worth	**11/7/69**
Lake Worth	307+369	12th Avenue South	272467A	City of Lake Worth	**4/16/84**
Lake Worth	307+2489	Washington Avenue	272468G	City of Lake Worth	**10/23/04**

BECKER & POLIAKOFF

Neil M. Schiller, Esq.
Office Managing Shareholder
Phone: (954) 985-4117 Fax: (561) 832-8987
nschiller@bplegal.com

Bank of America Centre
625 N. Flagler Drive, 7th Floor
West Palm Beach, Florida 33401

December 1, 2015

Brian Shutt, Esq.
City Attorney
City of Lake Worth
7 North Dixie Highway
Lake Worth, Florida 33460

RE: Crossing License Agreements with Florida East Coast Railway (FEC)

Dear Mr. Shutt:

Over the last twenty-four months, FEC and AAF have been working with federal, state and local officials to create an express passenger rail service from Miami to Orlando, with stops in Fort Lauderdale and West Palm Beach. The AAF project will use the existing FEC corridor, as AAF and FEC are related companies. According to our records, the City of Lantana holds nine license agreements with FEC, which are reflected in Exhibit A. As part of the project all of the crossings in the corridor must be upgraded with additional safety measures to allow for passenger rail service. AAF has agreed to fund 100% of these improvements (identified as "initial development costs" in the agreement) for the City, in return for being named as a third-party beneficiary to the existing license agreements the City holds with FEC. On behalf of my client AAF, we respectfully ask the City to execute the attached crossing agreement. ("Agreement")

Executing the Agreement will result in a direct economic benefit to the City and its residents, as well as allowing for the designation of a quiet zone. The existing license agreements the City has with FEC allow for additional improvements to be made in the corridor at the City's sole expense. While each license agreement varies, the language is quite consistent on this point. Despite what we believe our legal rights allow, AAF has agreed to fund 100% of the improvements as part of the AAF project if the City agrees to allow AAF assume third party beneficiary status to the existing license agreements. Based upon the crossing improvement plans AAF has submitted to the City, my client's engineers estimate that the cost of the improvements (initial development costs) totals more than $5,600,000. Conferring third party beneficiary status does not create additional obligations or costs to the City. AAF will be making a multi-million dollar investment in the crossing improvements as well as operating a multi-million dollar business within the FEC corridor and as such, wants to ensure its ability to enforce the license agreements to maintain City roadways across the FEC right-of-way as it operates its passenger rail service.

In addition to the direct economic benefit of the costs associated with the crossing improvements; the City will benefit from deferred maintenance that results from the crossing improvements. Under the existing license agreements, the City is responsible for the continued

maintenance of the crossings. Maintenance costs vary from year to year based on the specifics and condition of the crossings. Based on the crossing improvements AAF is making we believe that a majority of your maintenance costs will be deferred. This deferral is due to new equipment and concrete required in the improvements. In our previous discussions, you have correctly pointed out that your maintenance will increase; however we believe that increase to not be more than 10% on average. Unfortunately, anticipated maintenance is too remote to forecast; however we have convinced FEC to work with the City to be able to give more advance notice of the estimated annual maintenance costs to allow the City to be able to budget more effectively. That provision is included in the Agreement and is a result of our discussions with the Palm Beach County League of Cities.

The crossing improvements are vital to the implementation of a quiet zone that covers the City. The Federal Railroad Administration ("FRA") is the federal agency in charge of quiet zones. They have a "calculator" of criteria that each crossing must meet to establish a quiet zone. The crossing improvements required by the FRA consist of 80% to 90% of the improvements required by the FRA to establish a quiet zone. The Palm Beach County Metropolitan Planning Organization (MPO) has already agreed to fund the remaining improvements needed to secure a quiet zone that includes the City. Having the City included in a quiet zone, at no cost to the City, is a tremendous economic benefit.

The execution of the Agreement provides a significant economic benefit to the City and should be approved by the City Commission. In addition to the positive economic impact to the City, AAF Is spending more than $67 million in crossing and rail improvements in Palm Beach County that directly translates to increased employment for residents and additional gains in the local economy. AAF is committed to the success of this project and is looking forward to a fruitful relationship with the City. Please execute the attached Agreement.

Sincerely,

Neil Schiller, Esq.

cc: Mr. Michael Bornstein, City Manager
Client

ACTIVE: 7896321_1

AGENDA DATE: February 2, 2016, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2016-08 - Second Reading and Public Hearing - revise the special assessment procedure and the collection of such assessments for the clearing of nuisance lots

SUMMARY: This Ordinance revises the special assessment procedure and the collection of such assessments incurred for the clearing of nuisance lots by providing that the costs are assessed at the time the services are provided and to allow for subsequent costs incurred by the City to be added to the special assessment.

BACKGROUND AND JUSTIFICATION:
Pursuant to the provisions of sections 12-38 through 12-42 of the Code of Ordinances (the "Lot Clearing Ordinance"), the owners of certain parcels of real property are notified of the existence of debris and/or overgrown vegetation on the property. Certain owners fail to correct the problem, and the City abates these nuisances by clearing the offending lots. In accordance with section 12-42, the costs incurred by the City to abate said nuisances are assessed against each property as a special assessment lien. Under the current ordinance, the costs incurred become a special assessment lien at the time the Commission adopts and records a resolution that makes all outstanding costs, special assessments. The proposed Ordinance provides that the costs incurred by the City to comply these properties will automatically become a special assessment at the time the services are provided rather than at the time a resolution is adopted and recorded by the Commission. The City will continue to routinely document these special assessments through its existing resolution process whereby all outstanding special assessments are included in a resolution that is presented to the Commission for its review and approval, and then such resolution will be recorded in the public records. This change in the process is anticipated to more effectively address the situation where the nuisance on the property is abated by the City, but the property is sold before the special assessment resolution is adopted and recorded in the public records.

At its meeting of January 19, 2016, the City Commission voted 4-0 to approve the ordinance on first reading and to schedule the public hearing.

MOTION:
I move to approve / not approve Ordinance No. 2016-08 on second reading.

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

ORDINANCE NO. 2016-08 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 12 “HEALTH AND SANITATION”, ARTICLE III “LOTS AND LANDS CONSTITUTING NUISANCES”, SECTION 12-38, SECTION 12-39, SECTION 12-40 AND SECTION 12-42 TO REVISE THE PROCEDURE FOR THE COLLECTION OF COSTS INCURRED FOR THE CLEARING OF LOTS; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth, Florida (the “City”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City adopted its “Lot Clearing Ordinance” to address overgrown lots or lots with accumulated waste material to protect against the harboring of rats, mosquitos and other nuisances that present health and safety issues; and

WHEREAS, the City Commission wishes to streamline the procedure to collect the costs incurred by the City for the clearing of these nuisance properties; and

WHEREAS, the City Commission has reviewed the recommended amendments and has determined that it is in the best interest of the public health, safety and general welfare of the City, its residents and visitors to adopt these amendments.

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

Section 1. The foregoing “WHEREAS” clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. Section 12-38 “Authority; defined” is hereby amended to read as follows:

Sec. 12-38. - Authority; defined.

(a) Authority. The city, acting through its city commission and/or its designee(s), shall have authority pursuant to home rule and police powers under Chapter 166, Florida Statutes and Article VIII, Section 2(b) of the Florida Constitution to determine and declare the existence of a public nuisance and shall have the authority to provide for the abatement of same. Abatement of such nuisances constitutes a municipal service, which specifically benefits the property upon which the nuisance is abated and all fair and reasonable costs incurred by the city in abating such nuisances shall be levied as a special assessment.

* * *

Section 3. Section 12-39 “Publication of annual notice” is hereby amended to read as follows:

Sec. 12-39. – Publication of annual notice.

The city commission shall cause to be published in a newspaper regularly published and in general circulation within the city once a week for two (2) consecutive weeks ~~during the same month~~ each year hereafter a notice reading substantially as follows:

"ATTENTION OWNERS, AGENTS, CUSTODIANS, LESSEES AND OCCUPANTS OF REAL PROPERTY WITHIN THE CITY OF LAKE WORTH: You are hereby notified that you are required by law to cut and prevent the accumulation of weeds, grasses or other vegetation over ten (10) inches in height or that otherwise are conducive to harboring vermin, reptiles, or other wild animal life upon your property; and to remove any trash, waste, rubble, debris, refuse, garbage, or other nocuous matter or condition located on any property owned, controlled or occupied by you in the City of Lake Worth; and that upon your failure to do so, the City of Lake Worth will institute nuisance abatement proceedings against your property and cause such nuisance to be abated. The cost of such abatement will constitute a special assessment lien against the property on which the nuisance is located. Such special assessment lien shall be coequal with the lien of all state, county, district, and municipal taxes and superior in dignity to mortgages and all other liens, irrespective of the date of the recording of the ~~municipal~~special assessment lien, if recorded, or the date of the recording of any mortgage or any other lien on real property. A failure to pay said lien, even such lien upon homesteaded property, may result in a loss of title to your property."

A failure to publish this notice as provided for herein shall not invalidate any nuisance abatement proceedings brought pursuant to this article.

Section 4. Section 12-40 “Procedure for enforcement of nuisance” is hereby amended to read as follows:

Sec. 12-40. – Procedure for enforcement of nuisance.

* * *

(b) The notice shall notify the owner of the property of the following:

(1) That it has been determined that a public nuisance exists on the land, and what condition constitutes that nuisance;

(2) That the owner of the property shall have five (5) days from delivery of the notice to remove the condition causing the nuisance on the property or to deliver a written request for a hearing to the city’s code compliance manager;

(3) That if the condition is not corrected or removed within five (5) days and a hearing is not property requested, the city ~~will~~ may have the

condition corrected or removed at the expense of the owner, including all costs of inspection and administration;

(4) If the city has the nuisance abated, ~~and payment is not received within thirty (30) days after the mailing of a notice of special assessment for~~ the costs of the work, together with all costs of inspection, administration and all other related costs~~, then the city~~ shall ~~have~~be a special assessment lien ~~placed~~ against the property and~~. Said lien~~ shall be equal in dignity to taxes; and

(5) That if the condition constituting a public nuisance as enumerated in the notice recurs within the 12-month period commencing from the delivery date of the notice, the city may immediately and without further prior notice, abate the condition each time it recurs within said 12-month period, at the expense of the owner, including all costs of inspection, administration and all other related costs.

* * *

Section 5. Section 12-42 “Costs incurred by city; assessment of lien” is hereby amended to read as follows:

Sec. 12-42. – Costs incurred by city; assessment of lien.

All costs incurred by the city based upon actions taken by the city to cure violations of this article shall be a special assessment lien and shall be charged and billed to the person in violation of this article. ~~Unless payment is made within thirty (30) days of such billing, the~~ The special assessment lien shall be equal to ad valorem taxes and superior to all other private rights, interests, liens, encumbrances, titles and claims upon the property and equal in rank and dignity with a lien for ad valorem taxes. The city commission may, by the adoption of a resolution levying such charges, document such lien ~~assess against the property a lien~~ in the amount of the charges outstanding, or such greater or lesser amount as the city commission shall decide is just and fair. The amount of the charges outstanding may also include any costs incurred after the initial billing, any costs incurred that were inadvertently omitted from the initial billing, and any costs to be incurred for the recording of the special assessment in the public records. Assessment of liens levied in this manner may~~shall~~ be filed in the office of the city clerk and in the public records of the county ~~as a lien against the property and shall be prior in dignity to all other liens against the property, save and except a lien for taxes~~.

Such assessments shall bear interest at the legal rate and such liens may be foreclosed by the city ~~in the same manner in which mortgage liens are foreclosed~~. Assessments levied pursuant to this section may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632 or in the same manner as assessments for chronic nuisance service assessments.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 7. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Codification. The sections of the ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 9. Effective Date. This ordinance shall take effect ten days after its adoption.

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

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

The Vice Mayor thereupon declared this Ordinance duly passed on first reading on the 19th day of January, 2016.

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

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

The Mayor thereupon declared this Ordinance duly passed and enacted on the 2nd day of February, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

AGENDA DATE: February 2, 2016, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2016-09 - Second Reading and Public Hearing - revise the special assessment procedure and the collection of such assessments for the boarding and securing of structures

SUMMARY: This Ordinance revises the special assessment procedure and the collection of such assessments incurred for the boarding and securing of nuisance vacant structures by providing that the costs are assessed at the time the services are provided and to allow for subsequent costs incurred by the City to be added to the special assessment. The Ordinance also provides for an annual notice so that residents are made aware of the penalties associated with this type of violation.

BACKGROUND AND JUSTIFICATION:
Pursuant to the provisions of sections 2-75.2 through 2-75.2.7 of the Code of Ordinances (the "Board and Secure Ordinance"), the owners of certain parcels of real property are notified that a structure on their property is a nuisance in that it is abandoned or unoccupied and it is missing a door or window or which otherwise allows access to the interior of the structure. Certain owners fail to correct the problem, and the City abates these nuisances by boarding and securing the structure. In accordance with section 2-75.2.7, the costs incurred by the City to abate said nuisances are assessed against each property as a special assessment lien. Under the current ordinance, the costs incurred become a special assessment lien at the time the Commission adopts and records a resolution that makes all outstanding costs, special assessments. The proposed Ordinance provides that the costs incurred by the City to comply these properties will automatically become a special assessment at the time the services are provided rather than at the time a resolution is adopted and recorded by the Commission. The City will continue to routinely document these special assessments through its existing resolution process whereby all outstanding special assessments are included in a resolution that is presented to the Commission for its review and approval, and then such resolution will be recorded in the public records. This change in the process is anticipated to more effectively address the situation where the nuisance on the property is abated by the City, but the property is sold before the special assessment resolution is adopted and recorded in the public records. The Ordinance also provides for the publication of an annual notice to ensure that residents are aware that this type of violation, if not corrected, may result in a special assessment against the property and a failure to pay such lien may result in a loss of title to their property.

At its meeting of January 19, 2016, the City Commission voted 4-0 to approve the ordinance on first reading and schedule the public hearing.

MOTION:
I move to approve / not approve Ordinance No. 2016-09 on second reading.

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

ORDINANCE NO. 2016-09 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE VII “ABATEMENT OF NUISANCES”, SECTION 2-75.2 AND SECTION 2-75.2.5 TO PROVIDE THAT THE COSTS OF THE BOARDING AND SECURING OF A VACANT PROPERTY ARE SPECIAL ASSESSMENTS AND TO PROVIDE FOR THE ANNUAL NOTICE OF THE SAME; TO AMEND SUBSECTION 2-75.2.7 TO STREAMLINE THE PROCEDURE FOR THE COLLECTION OF COSTS INCURRED FOR THE BOARDING AND SECURING OF STRUCTURES; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth, Florida (the “City”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City adopted its “Board and Secure Ordinance” to address vacant structures that provide an invitation to criminals as a temporary abode or as a place to conduct illegal conduct, present a dangerous condition to children or that become a fire hazard or haven for insects, rodents and other pests; and

WHEREAS, the City Commission wishes to streamline the procedure to collect the costs incurred by the City for the boarding and securing of these nuisance structures and to provide for an annual notice to alert residents of the penalties for these types of violations; and

WHEREAS, the City Commission has reviewed the recommended amendments and has determined that it is in the best interest of the public health, safety and general welfare of the City, its residents and visitors to adopt these amendments.

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

Section 1. The foregoing “WHEREAS” clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. Section 2-75.2 “Board and secure ordinance; findings and purpose” is hereby amended to read as follows:

Sec. 2-75.2. – Board and secure ordinance; findings, ~~and~~ purpose, authority and annual notice.

(a) *Generally.* This section shall be known as the "Board and Secure Ordinance." The city finds, determines, and declares that buildings and structures that remain vacant and unoccupied for any unreasonable period of time become an attractive nuisance or present a dangerous condition to children, a harborage for insects, rodents, vermin, or other pests, and invitation to criminals as a

temporary abode and as a place to conduct illegal conduct, frequently including illegal drug-related activity, and an increased fire hazard; that unkept and unsecured grounds surrounding such buildings or structures invite the dumping of garbage and trash thereon and the congregation of unauthorized persons who use the property for illegal activity; that such buildings contribute to the growth of blight within the city, depress market values of surrounding properties, thereby reducing tax revenues, necessitate additional governmental services, significantly interfere with the use and enjoyment of neighboring properties, create an unhealthy and unsafe condition affecting the public, and constitute an unreasonable use of property and a public nuisance. The protection of the health, safety, and welfare of the citizens of the city requires that establishment and enforcement of the means by which such nuisances conditions may be prevented and abated.

(b) Authority. The city, acting through its city commission and/or its designee(s), shall have authority pursuant to home rule and police powers under Chapter 166, Florida Statutes and Article VIII, Section 2(b) of the Florida Constitution to determine and declare the existence of a public nuisance and shall have the authority to provide for the abatement of the same. Abatement of such nuisances constitutes a municipal service, which specifically benefits the property upon which the nuisance is abated, and all fair and reasonable costs incurred by the city in abating such nuisances shall be levied as a special assessment.

(c) Publication of annual notice. The city commission shall cause to be published in a newspaper regularly published and in general circulation within the city once a week for two (2) consecutive weeks each year hereafter a notice reading substantially as follows:

"ATTENTION OWNERS, AGENTS, CUSTODIANS, LESSEES AND OCCUPANTS OF REAL PROPERTY WITHIN THE CITY OF LAKE WORTH: You are hereby notified that you are required by law to maintain vacant or unoccupied structures so that no doors, windows or other openings are broken or missing so as to allow access to the interior and to have a valid boarding certificate when boarding the structure is necessary. Upon your failure to do so, the City of Lake Worth will institute nuisance abatement proceedings against your property and cause such nuisance to be abated. The cost of such abatement will constitute a special assessment lien against the property on which the nuisance is located. Such special assessment lien shall be coequal with the lien of all state, county, district, and municipal taxes and superior in dignity to mortgages and all other liens, irrespective of the date of the recording of the special assessment lien, if recorded, or the date of the recording of any mortgage or any other lien on real property. A failure to pay said lien, even such lien upon homesteaded property, may result in a loss of title to your property."

A failure to publish this notice as provided for herein shall not invalidate any nuisance abatement proceedings brought pursuant to this article.

Section 3. Section 2-75.2.5 “Procedure for enforcement against nuisance” is hereby amended to read as follows:

Sec. 2-75.2.5 – Procedure for enforcement against nuisance.

* * *

(c) The notice shall notify the owner of the property of the following:

(1) That it has been determined that a public nuisance exists on the land, and what condition constitutes that nuisance;

(2) That the owner of the property shall have ten (10) days from delivery of the notice to remove the condition causing the nuisance on the property or to deliver a written request for a hearing to the city's code compliance manager;

(3) That if the condition is not corrected or removed within ten (10) days and a hearing is not properly requested, the city will have the right to have the condition corrected at the expense of the owner, including all costs of inspection and administration; and

(4) If the city has the nuisance abated, ~~and payment is not received within thirty (30) days after the mailing of the a notice of special assessment for~~ the cost of the work, together with all costs of inspection, administration and all other related costs~~, then the city~~ shall be~~have~~ a special assessment lien ~~placed~~ against the property and~~. Said lien~~ shall be equal in dignity to taxes.

* * *

Section 4. Section 2-75.2.7 "Costs incurred by city; assessment of lien" is hereby amended to read as follows:

Sec. 2-75.2.7. – Costs incurred by city; assessment of lien.

All costs incurred by the city based upon actions taken by the city to cure violations of this article shall be a special assessment lien and shall be charged and billed to the person in violation of this article. ~~Unless payment is made within thirty (30) days of such billing, the~~ The special assessment lien shall be equal to ad valorem taxes and superior to all other private rights, interests, liens, encumbrances, titles and claims upon the property and equal in rank and dignity with a lien for ad valorem taxes. The city commission may, by the adoption of a resolution levying such charges, document such lien ~~assess against the property a lien~~ in the amount of the charges outstanding, or such greater or lesser amount as the city commission shall decide is just and fair. The amount of the charges outstanding may also include any costs incurred after the initial billing, any costs incurred that were inadvertently omitted from the initial billing, and any costs to be incurred for the recording of the special assessment in the public records. Assessment of liens levied in this manner may~~shall~~ be filed in the office of the city clerk and in the public records of the county ~~as a lien against the property and shall be prior in dignity to all other liens against the property, save and except a lien for taxes~~. Such assessments shall bear interest at the legal rate and such

liens may be foreclosed by the city ~~in the same manner in which mortgage liens are foreclosed~~. Assessments levied pursuant to this section may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632 or in the same manner as assessments for chronic nuisance service assessments.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Codification. The sections of the ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 8. Effective Date. This ordinance shall take effect ten days after its adoption.

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

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

The Vice Mayor thereupon declared this Ordinance duly passed on first reading on the 19th day of January, 2016.

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

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

The Mayor thereupon declared this Ordinance duly passed and enacted on the 2nd day of February, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

AGENDA DATE: February 2, 2016, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2016-10 - Second Reading and Public Hearing - revise the special assessment procedure and the collection of such assessments for the demolition of unsafe structures

SUMMARY: This Ordinance revises the special assessment procedure and the collection of such assessments incurred for the boarding and securing of nuisance vacant structures by providing that the costs are assessed at the time the services are provided and to allow for subsequent costs incurred by the City to be added to the special assessment. The Ordinance also provides for an annual notice so that residents are made aware of the penalties associated with this type of violation.

BACKGROUND AND JUSTIFICATION:
Pursuant to the provisions of sections 2-75.2 through 2-75.2.7 of the Code of Ordinances (the "Board and Secure Ordinance"), the owners of certain parcels of real property are notified that a structure on their property is a nuisance in that it is abandoned or unoccupied and it is missing a door or window or which otherwise allows access to the interior of the structure. Certain owners fail to correct the problem, and the City abates these nuisances by boarding and securing the structure. In accordance with section 2-75.2.7, the costs incurred by the City to abate said nuisances are assessed against each property as a special assessment lien. Under the current ordinance, the costs incurred become a special assessment lien at the time the Commission adopts and records a resolution that makes all outstanding costs, special assessments. The proposed Ordinance provides that the costs incurred by the City to comply these properties will automatically become a special assessment at the time the services are provided rather than at the time a resolution is adopted and recorded by the Commission. The City will continue to routinely document these special assessments through its existing resolution process whereby all outstanding special assessments are included in a resolution that is presented to the Commission for its review and approval, and then such resolution will be recorded in the public records. This change in the process is anticipated to more effectively address the situation where the nuisance on the property is abated by the City, but the property is sold before the special assessment resolution is adopted and recorded in the public records. The Ordinance also provides for the publication of an annual notice to ensure that residents are aware that this type of violation, if not corrected, may result in a special assessment against the property and a failure to pay such lien may result in a loss of title to their property.

At its meeting of January 19, 2016, the City Commission vote 4-0 to approve the ordinance on first reading and to schedule the public hearing.

MOTION:
I move to approve / not approve Ordinance No. 2016- 10 on second reading.

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

ORDINANCE NO. 2016-10 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 9 “BUILDINGS AND STRUCTURAL REGULATIONS”, ARTICLE I “IN GENERAL”, SECTION 9-2.2 TO PROVIDE THAT THE COSTS OF THE DEMOLITION OF AN UNSAFE BUILDING ARE A SPECIAL ASSESSMENT AND TO PROVIDE FOR THE ANNUAL NOTICE OF THE SAME; TO AMEND SUBSECTION 9-2.2(P) TO STREAMLINE THE PROCEDURE FOR THE COLLECTION OF COSTS INCURRED FOR THE DEMOLITION OF UNSAFE BUILDINGS; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth, Florida (the “City”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City adopted its “Unsafe Building Abatement Code” to address unsafe structures and to require owners to repair or demolish such dangerous structures; and

WHEREAS, the City Commission wishes to streamline the procedure to collect the costs incurred by the City for the demolition of these unsafe structures and to provide for an annual notice to alert residents of the penalties for these types of violations; and

WHEREAS, the City Commission has reviewed the recommended amendments and has determined that it is in the best interest of the public health, safety and general welfare of the City, its residents and visitors to adopt these amendments.

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

Section 1. The foregoing “WHEREAS” clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. Section 9-2.2 “Abatement of unsafe buildings” is hereby amended to read as follows:

Sec. 9-2.2 – Abatement of unsafe buildings.

(a) *Purpose and scope.* This section is hereby declared to be remedial in nature. The purpose of this section is to secure the public health, safety and welfare by ensuring that all buildings and structures within the city are structurally sound and that such premises provide adequate egress, sanitation, light and ventilation for the protection of life and property and are free from fire and other hazards incidental to their construction, alteration, use and occupancy. ~~(b) *Scope.*~~ The provisions of this section

shall apply to all unsafe buildings and structures, as herein defined, and shall apply equally to new and existing conditions.

(b) Authority; publication of annual notice. The city, acting through its city commission and/or its designee(s), shall have authority pursuant to home rule and police powers under Chapter 166, Florida Statutes and Article VIII, Section 2(b) of the Florida Constitution to determine and declare the existence of a public nuisance and shall have the authority to provide for the abatement of the same. Abatement of such nuisances constitutes a municipal service, which specifically benefits the property upon which the nuisance is abated, and all fair and reasonable costs incurred by the city in abating such nuisances shall be levied as a special assessment. To this end, the city commission shall cause to be published in a newspaper regularly published and in general circulation within the city once a week for two (2) consecutive weeks each year hereafter a notice reading substantially as follows:

"ATTENTION OWNERS, AGENTS, CUSTODIANS, LESSEES AND OCCUPANTS OF REAL PROPERTY WITHIN THE CITY OF LAKE WORTH: You are hereby notified that you are required by law to maintain all buildings and structures in a structurally sound condition and to otherwise ensure that they are not unsafe. Upon your failure to do so, the City of Lake Worth will institute nuisance abatement proceedings against your property and cause such nuisance to be abated. The cost of such abatement will constitute a special assessment lien against the property on which the nuisance is located. Such special assessment lien shall be coequal with the lien of all state, county, district, and municipal taxes and superior in dignity to mortgages and all other liens, irrespective of the date of the recording of the special assessment lien, if recorded, or the date of the recording of any mortgage or any other lien on real property. A failure to pay said lien, even such lien upon homesteaded property, may result in a loss of title to your property."

A failure to publish this notice as provided for herein shall not invalidate any nuisance abatement proceedings brought pursuant to this article.

* * *

(h) *Written notice of violation.* Whenever the building official has determined that such building is unsafe, the building official shall prepare a written notice of violation to the owner of record and all interested parties as follows:

(1) The notice of violation shall contain, but not be limited to, the following or substantially similar information:

* * *

e. State that the building official may cause the work to be done and if the city causes the work to be done,

the costs of the work, together with all costs of inspection, administration and all other related costs shall be a special assessment lien against the property and said lien shall be equal in dignity to taxes. ~~after such repair, reconstruction, alteration, removal or demolition by or on behalf of the building official, the city may record a special assessment lien against the owner in accordance with this section to recover the costs incurred by the city in performing the work.~~

* * *

(p) *Recovery of costs.*

(1) Whenever a building or structure is boarded and secured, repaired or demolished in accordance with the provisions of this code and the cost of such boarding and securing, repair or demolition is borne by the city, all costs incurred by the city, including but not limited to, the cost incurred in the compliance of the unsafe building, searching of the public records or title work to determine the record owners and interested parties in serving the notice as specified above, costs of publication and the costs of service and postage, and any other cost or fee attributable to the unsafe building (collectively, "Abatement Costs"), shall be assessed to the owner of the affected land or premises and shall be~~come~~ a special assessment lien against such land or premises as provided in this section.

(2) The building official shall certify the costs borne by the city, as described above, and shall serve such invoice upon the property owner by regular mail. This invoice is a demand for payment from the property owner.

(q) *Lien created.*

(1) ~~If the owner fails to make payment within thirty (30) days from the date of the demand for payment, the amount of the certified costs shall be reported to the city commission in the form of a resolution assessing the costs against the real property upon which such costs were incurred, as~~ The Abatement Costs shall be a special assessment lien equal in rank and dignity with taxes and other non-ad valorem assessments and superior in dignity to all other liens, mortgages, judgments, encumbrances, titles, and claims, until paid. The city commission may, by the adoption of a resolution levying such charges, document such lien in the amount of the charges outstanding, or such greater or lesser amount as the city commission shall decide is just and fair. The amount of the charges outstanding may also include any

costs incurred after the initial billing, any costs incurred that were inadvertently omitted from the initial billing, and any costs to be incurred for the recording of the special assessment in the public records. Such assessment ~~shall~~may be recorded in the public records.

(2) Said assessment shall bear interest at the current legal rate of interest per annum as provided by law and shall constitute a lien upon the land from the date of the assessment and shall be collectible in the same manner as liens for taxes and special assessments and with the same attorney's fee, penalties for default in payment, and under the same provisions as to sale and forfeiture.

(3) Collection of such assessments, with such interest and with a reasonable attorney's fee, may also be made by the city commission by proceedings in a court of competent jurisdiction to foreclose the lien of the assessment ~~in the manner in which a lien for mortgages is foreclosed~~ under the laws of the state and it shall be lawful to join in any complaint for foreclosure any one or more lots or parcels of land, by whomever owned, if assessed under the provisions of this section.

(4) Property subject to lien may be redeemed at any time prior to sale by its owner by paying the total amount due under the corresponding assessment lien including interest, court costs, advertising costs and reasonable attorney's fees.

(5) The city may choose to use the uniform method to collect such non-ad valorem assessments as authorized under F.S. § 197.3632, as amended from time to time, or in the same manner as assessments for chronic nuisance service assessments.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 6. Effective Date. This ordinance shall take effect ten days after its adoption.

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

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

The Vice Mayor thereupon declared this Ordinance duly passed on first reading on the 19th day of January, 2016.

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

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

The Mayor thereupon declared this Ordinance duly passed and enacted on the 2nd day of February, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

AGENDA DATE: February 2, 2016, Regular Meeting **DEPARTMENT:** City Attorney

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EXECUTIVE BRIEF

TITLE:
Resolution No. 06-2016 - establish opening/closing hours for "public property" owned by the City

SUMMARY:
The Resolution provides that City-owned public property shall be opened/closed between the hours of 10:00 p.m. and 6:00 a.m. with certain exceptions.

BACKGROUND AND JUSTIFICATION:
The Commission, at its January 19, 2016 meeting, approved Ordinance No. 2016-06, which provides for certain rules and regulations regarding City-owned "public property". The Ordinance also authorizes the Commission to establish the opening and closing hours of "public property" by City resolution.

During that same meeting there was a 2-2 tie vote on Resolution No. 06-2016 to establish the opening/closing hours between sunset and sunrise unless there was a City sponsored or approved special event, City approved meetings, or other City approved activities. In accordance with the Commission's Rules and Procedures, a tie vote shall constitute a continuance of the item to the next regular meeting.

Some of the concerns raised during the Resolution discussion were regarding use of the City Hall parking lot to patronage restaurants and shops or people cutting through the Cultural Plaza instead of using sidewalks between sunset and sunrise.

City staff's proposed solution to address these concerns is to establish the opening and closing hours between 10:00 p.m. and 6:00 a.m. when most restaurants and businesses in the downtown area are closed.

Staff is also working on revisions to the 2008 resolution that governs City recreational facilities including the hours of operation for City parks. It is anticipated that when the revisions to the 2008 resolution are completed by staff, staff will present the Commission with a combined resolution for both parks and public property hours of operations.

MOTION:
I move to approve/not approve Resolution No. 06-2016 (as amended).

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

RESOLUTION NO. 06-2016 OF THE CITY OF LAKE WORTH, FLORIDA, RELATING TO THE USE OF CITY-OWNED PUBLIC PROPERTY AND ESTABLISHING HOURS OF OPERATION; PROVIDING THAT CONFLICTING RESOLUTIONS ARE REPEALED; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida, owns a number of public property facilities which are open to the general public and currently have no closing hours; and

WHEREAS, certain public property facilities are located in or adjacent to the City's downtown area and experience heavy pedestrian traffic while the downtown restaurants and businesses are open; and

WHEREAS, the City has received complaints that unlawful activity is occurring in and around certain public property facilities; and

WHEREAS, the City Commission desires to set forth reasonable closing hours for its public property facilities to assist in the prevention and deterrence of unlawful activity in and around said facilities; and

WHEREAS, reasonable closing hours will assist the City's law enforcement agency in preventing such unlawful activity; and

WHEREAS, the prevention of unlawful activity creates a safer environment for people visiting the downtown area; and

WHEREAS, the City Commission finds establishing such reasonable closing hours is in the best interests of the public safety and welfare and serves a valid public purpose.

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

Section 1. The foregoing recitals are incorporated herein as true and correct statements.

Section 2. The "public property" and "public property grounds", as defined in City Ordinance No. 2016-06 (anticipated to be codified at Section 7-1 of the Code of Ordinances), shall be closed between **10:00 p.m. and 6:00 a.m. every day**. However, if there is a City sponsored or City approved special event; City approved meeting; or, other City approved activity at public property or public property grounds, the closing time for that public property or public property grounds shall not apply during the duration of the City event, meeting or activity.

Section 3. If any section, paragraph, sentence, clause, phrase or word of this Resolution is for any reason held by a court of competent jurisdiction to be

unconstitutional, inoperative or void, such holding shall not affect the remainder of the Resolution.

Section 4. All resolutions, or parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall become effective upon adoption.

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

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

The Vice Mayor thereupon declared there was a tie vote on this Resolution on the 19th day of January, 2016.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted on the 2nd day of February, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, Clerk

Lake Worth, Florida. The Art of Florida Living.sm

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, FEBRUARY 16, 2016 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION OR MOMENT OF SILENCE:** Provided by Commissioner Andy Amoroso

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

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

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

   A. Update by the Firefighters Pension Board, Division II

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

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

8. **APPROVAL OF MINUTES:**

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

10. **PUBLIC HEARINGS:**

    A. Resolution No. XX-2016 - declare one property as surplus and directing the method of disposition

11. **UNFINISHED BUSINESS:**

12. **NEW BUSINESS:**

    A. Resolution No. xx-2016 - abandon a 40 ft. strip of land on 4th Avenue South

13. **LAKE WORTH ELECTRIC UTILITY:**

A. <u>CONSENT AGENDA:</u> (public comment allowed during Public Participation of Non-Agendaed items)

B. <u>PUBLIC HEARING:</u>

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

14. <u>CITY ATTORNEY'S REPORT:</u>

15. <u>CITY MANAGER'S REPORT:</u>

A. March 1, 2016 - draft Commission agenda

16. <u>ADJOURNMENT:</u>

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

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