



CITY OF LAKE WORTH

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

**AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JUNE 07, 2016 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION OR MOMENT OF SILENCE:** on behalf of Commission McVoy
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Amoroso
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Eden Place Neighborhood Association
 - B. Employee Pension Plan
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
 - A. May 3, 2016 RM
 - B. May 10, 2016 WS
 - C. May 17, 2016 RM
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Two year Renewal Contract with Oceanside Beach Services for beach equipment concession rentals at the municipal beach.
 - B. Agreement with Aquifer Maintenance & Performance Systems, Inc. for Wellfield Performance Maintenance & Rehabilitation Services.

Agenda Date: _____ “Regular Meeting” or “Work Session” or “Special Meeting”

- C. Purchase of compact rear loader Refuse truck
- D. Interlocal Agreement with Palm Beach County regarding the one cent sales tax.
- E. First amendments to the contracts for Annual Paving, Concrete Work, Striping and Signage, and Related Services
- F. Purchase of okonite copper underground cable from Stuart Irby
- G. Purchase of four (4) new 55' Material Handling Bucket Trucks for the Electric Utility
- H. Settlements with Pierre-Rich Jeudy, Michele Leger Jeudy and Progressive Insurance Company
- I. Settlement with Roman and Elyssa Torres
- J. Contract with Foster Marine Contractors, Inc. for the Water & Sewer Improvements in the alley from 5th to 6th Avenue South between E & F Street
- K. Utility Easement Amendment by and between Palm Beach County and the City of Lake Worth
- L. Pineapple Ridge Settlement Agreement
- M. Resolution 31-2016 Repealing Resolution No. 67-2015 to correctly abandon six utility easements

10. PUBLIC HEARINGS:

- A. Ordinance No. 2016-18 Second Reading for Changes to Parking Regulations.

11. NEW BUSINESS:

- A. Resolution 30-2016 to approve new fee schedule for Lake Worth Beach Parking

12. LAKE WORTH ELECTRIC UTILITY:

- A. **PRESENTATION:** (there is no public comment on Presentation items)
- B. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

Agenda Date: _____ “Regular Meeting” or “Work Session” or “Special Meeting”

C. PUBLIC HEARING:

D. NEW BUSINESS:

13. CITY ATTORNEY'S REPORT:

A. Discussion about The REG Tolling Agreement

14. CITY MANAGER'S REPORT:

A. Draft Agenda for June 21, 2016

15. ADJOURNMENT:

16. 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.



AGENDA DATE: June 7, 2016 Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Eden Place Neighborhood Association Update

SUMMARY:

Mr. Mark Pickering, Eden Place Neighborhood Association President, will advise the Commission on activities in the neighborhoods.

BACKGROUND AND JUSTIFICATION:

At the City Commission meeting on July 20, 2010, the City Commission requested that all neighborhood associations provide an update. The last update from the Eden Place Neighborhood Association was on May 5, 2015.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable



AGENDA DATE: June 7, 2016 Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Board of Trustees for Employees' Retirement System update

SUMMARY:

Mr. Robert Kahant, Board Chair, will update the Commission on activities that have taken place over the past several months.

BACKGROUND AND JUSTIFICATION:

The Board members shall administer, manage and be responsible for the proper operation of the Employees' Retirement System. The last update from the Employees' Retirement System was on March 24, 2015.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

**MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
May 3, 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 Acting City Manager John Borsch; City Attorney Glen Torcivia, and Records and Information Manager Deborah Andrea.

2. INVOCATION OR MOMENT OF SILENCE:

Moment of Silence on behalf of Commissioner Maier.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Vice Mayor Maxwell.

4. AGENDA - Additions/Deletions/Reordering:

There were no changes to the agenda as presented.

5. PRESENTATIONS:

- A.** Introduction of Commission on Ethics Executive Director Mark Bannon, who introduced Anthony C. Bennett as a Senior Investigator; he wants to tell everyone that they offer training anytime you need it when it is convenient for you. They are paid by ad valorem taxes and they will not bill us, they are already being paid and they want to help us in any way they can. Prevention is important he has watched a change in the last few years as people have been doing the right things. His office has been giving advisory opinions and have done just under 400 opinions in the last five years. Commissioner McVoy stated that he believed the intent of the Commission on Ethics is to raise public trust. Mr. Bannon talks about the appearance of impropriety and believes the standard has to be “how does this look to the public”. Attorney Torcivia speaks with him on a regular basis for the trust in government.

B. Bryant Park Neighborhood Update

Mr. Darrin Engel, Bryant Park Neighborhood Association President, provided the Commission with an update on activities in the neighborhoods. They are a small but diverse neighborhood, with residents from all around the world and he showed a map of the neighborhood, it is in the South Palm Park Association and they are home to Fanny James home and the Gulfstream hotel. It is a vacation destination with 50-foot lots and various architecture. They originated the raft race and they participate every year, one of the biggest events is the Derby day celebration at the Beach Club at golf course. Members of this neighborhood like to volunteer especially to clean up the park. They do a lot of activities with the NAPC with the little free libraries, have lots of activities for children and they all enjoy the park. Commissioner McVoy asked about the shoreline near the Intracoastal by Michael Singer.

- C. Sheriff's office update by Captain Todd Baer.** He and Lieutenant David Groover presented the crime data and the uniform crime report for the period of July 1, 2015 through December 31, 2015. Captain Baer spoke about various issues, they are working on reducing crime but robberies are up and some are due to lifestyle issues such as drugs, prostitution and alcohol, overall burglaries are down this year, city wide we are in line with county numbers, auto burglaries are up and residential burglaries are down, unlocked cars are a problem. Violent crimes are due to drugs and prostitution and individuals fighting for territory. Sober Homes, drugs, prostitution and homeless issues are perceived as causes but sober homes and homelessness are not illegal. Arrests are up 15% and officer encounters are up 42% and the officers on the street are working hard. They are doing arrests every day on prostitution and the frustrating thing is they are out in days and the Sheriff's office is working with the State Attorney to try to stop this revolving door. They are looking at sober homes for fraud and they are checking where the overdoses are coming from as they have seen a high number of fatal overdoses especially with Heroin. Calls for service are shown on a map, they are aware that you are not always going to see cops on the streets as they are proactive. They have been working with Code Enforcement and they have had some success. Commissioner Maier is interested in sober homes and what cities can do to address the sober home issues one thing is to report the overdoses, is wondering if we could, Captain Baer is checking on what can be done, but he doesn't want to get into lawsuits. We need the good sober homes but we need to get rid of the fraudulent ones. PBSO is looking for grant money for sober homes issues. The other thing that can be done is to ask for applications to make sure they are living within the codes of our city. Commissioner Maier would like to have a workshop about this. Commissioner McVoy has met and is pushing to get rid of sober homes and bring on the lawsuits, we could start keeping track of the

homes and we need to up our game. Captain Baer would like to get volunteers from all neighborhoods for the COP program. Commissioner McVoy likes the joint ride along with Sheriff Department and Code and meetings with the State Attorney. He would also like to see the statistic numbers for a longer period of time to get a general consensus to see if crime is going down. Commissioner Amoroso wanted to thank him for meeting with him and the State Attorney and he attended a seminar about sober homes, he doesn't want lawsuits because of targeting them. Director of HUD said within 90 days they will have something for us but at the end of the day these people have rights. Mayor agrees with Commissioner Maier and wants to workshop this issue and work with other cities to work together as cities to help solve the problems. Vice Mayor wants to know if the Sheriff's Department meets weekly with code and yes they do, he asked about the balloons on the map and he showed that the officers are going where the crime is. Vice Mayor Maxwell wants to know if we can have a conversation about cameras at various intersections, Captain Baer and the City Manager had this discussion and we are in the process of getting them installed and they should be working this year. They are tracking the homes where they are going and we will be able to call them nuisance homes. Vice Mayor Maxwell wants to somehow get a legal approach to citing the landlords if there are reports coming from one property.

- D.** Historic Resources Preservation Board Update: Herman Robinson gave a report about the decision making process of the HRPB, they have had joint meetings with Planning and Zoning. They have reviewed plans for various issues and they have applied for grants in the historic districts. The Gulfstream Hotel will add to our tax base and other new construction downtown but some are in the process and there is some new construction in the historic district. He showed the before and after pictures. They meet monthly and have public comments after their meetings, the staff helps work with standards and guidelines, some of the issues are roofs, windows and fences and demolitions. On May 18th they are going to have a workshop that is open to the public and he wants an open and frank discussion. Board members are volunteers who honor the past but make improvements for the future and community pride. Mayor Triolo wants to look at best policies in various cities, wants to know what legalities are used to make decisions about these properties. The board uses standards and guidelines and the workshop should communicate with the public. Commissioner Amoroso believes that the Workshop should be open to the public and he wants to be hearing from the public. William Waters said that not all issues will be addressed at the workshop on the 18th. We will be working with the neighborhoods in June and July as each neighborhood has different issues and then come back and have a workshop with the Commission, it may require Comprehensive Plan Amendments and/or LDR changes and guideline changes. It is a very complicated topic. We are doing public outreach first and then we will

come back to a workshop for policy changes and we will open up the floor to get public comment. Vice Mayor Maxwell wants to hear from the public and he wants to make sure that everyone is told about the meetings. He voted against the establishment of the Historic Preservation back in the day because it is a difficult issue because he saw the eventual problems with the concept of the historic district. He wants to make sure the word gets out that these meetings are going to be held. Is there a responsibility to let realtors know that the property is in a historic district? There are two grants that have been applied for one is for a survey about a historic district west of Dixie Highway if it is viable and appropriate and if the neighborhoods request it. It will not be established like the last time and Vice Mayor Maxwell wants to know how much of a financial windfall has had on the City and he doesn't think the property values have gone up. Herman Robinson said the cottages of Lake Worth have brought up the values and the Vice Mayor doesn't think so. The Mayor wants to bring up this at the workshop.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner McVoy went to a follow-up workshop for elected officials helping to educate officials about various issues including ethics and a meeting with Enterprise Florida, where they talked about public-private partnerships and he noticed that the New York Times article about resettling the climate refugees due to climate issues in Louisiana and sea level rise and the Federal Government is going to move the entire neighborhood. The challenge is that we could have to move millions due to climate changes and he wants to know how to plan.

Commissioner Amoroso thanked everyone who participated on the Old Bridge cleanup and he talked about the homeless luncheon we attended today, where he met with Lois Frankel. He announced that the Mango Festival is on June 11th, they are going to do a cleanup on May 21st H Street park cleanup behind Compass, penny sales tax will bring in added revenue to Lake Worth and he thinks it's a good thing. He mentioned the artistic utility wraps over the electric boxes around the city and by the beach. Sally Welsh has been hired by the pool, next week the CRA is going to meet with PalmTran to try to bring the bus service back to the beach. Beware of scammers as the City of Lake Worth will not call you to ask for credit card payments over the phone.

Commissioner Maier advised that the Sister City Board now has a quorum and is going to have its first meeting in a long time on Monday May 9th at 6:00 pm.

Vice Mayor Maxwell has received a call from a resident who received a call from someone saying they are with FPL asking for payment of the

utility bill and that FPL just purchased our utility company so beware of scams. He informed everyone that the City Manager's father is not well and Mike is in Tallahassee this week.

The Mayor wants staff to know that the MPO sets aside money for various projects, local initiatives and transportation alternatives programs, she would like us to put projects together that we have already completed and she would like to see them on the list next year. Cities who win the grants get a lot of money for these projects. She wants Jamie Brown, Director of Public Services to get the projects on the list for next year. The Mayor attended the Brian Kirsh Arbor Day celebration and presented a proclamation, was a wonderful celebration as was the Presbyterian Church that celebrated 100 years in the community. Proclamation was brought to the water department and she got to go to the soccer program, a program she loves. The program has grown from 38 kids to 200 kids. The volunteer breakfast was wonderful and congratulations on the receipt of a grant. The Mayor wants to challenge everyone to come out to play pickleball.

Commissioner Maier left at 7:44 p.m. and returned at 7:46 p.m.

Mayor called a 5 minute break at 7:50 p.m.

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

Joann Golden is concerned about the lobbying for baseball, she does not think we should lobby. She mentioned the hurricane preparedness workshop and she thinks the City should get involved and try to put it out for folks especially the new residents and she wants to do more about sea level rising.

Richard Stowe wants attention to an article in Broward Palm Beach New Times entitled 19 best environmentalists, where number 19th was Commissioner McVoy and it was about eco hydraulics in the Everglades and his environmental efforts, he received a call from Elizabeth Colbert, an environmental writer and asked Commissioner McVoy to give her a tour of the everglades.

Ted Johnson talked about a house in his neighborhood and the historic board is telling them the stucco on the house is not right and they have to remove the stucco and he is upset about his new neighbors getting the run-around with staff. He has been proud to live in Lake Worth but now he thinks the City has gone too far.

Maryann Polizzi thanked the City for the new lights as she made calls to dispatch about problems in her neighborhood, and she is excited about

the new lights and with Jack Borsch. She drives her neighborhood and is glad that there are new lights for safety.

Katie McGiveron handed out a handout and she is against the baseball stadium. Spring training stadiums are a bad investment. If she asks a commissioner to pull an item, please pull the item.

8. APPROVAL OF MINUTES:

April 5, 2016 RM, April 19, 2016 RM and April 19, 2016 Closed door session.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to approve the Minutes

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. Approval of one year extension for the Debris Removal contracts for Ashbritt and Ceres Environmental**
- B. Change Order No. 001-Final for Potable Well No. 12 Replacement**
- C. Approval of the purchase of two new Refuse heavy equipment vehicles, an automated side load truck and a container carrier truck**
- D. Approval of the purchase of a new 5 cubic yard dump truck for the Water Utilities Department**
- E. Contract with B&B Underground Construction, Inc. for the North Booster Pump and Elevated Tank Piping Modifications project**
- F. Approve purchase of a new sewer bypass pump for use by the Sewer Pumping Division**
- G. Resolution No. 24-2016 to authorize the submission of a grant application to South Florida Water Management District**
- H. Resolution No. 25-2016 - to authorize the submission of a grant application to the National Endowment for the Arts**

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell and

Commissioners McVoy, Amoroso and Maier. NAYS: None.

10. PUBLIC HEARINGS:

A. Ordinance No. 2016-13 - First Reading and First Public Hearing - amend various sections and tables of the City's Land Development Regulations

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-13 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES BY AMENDING ARTICLE 1 DIVISION 2, SECTION 23.2-12, DEFINITIONS; ARTICLE 2, DIVISION 3, SECTIONS 23.2-30 SITE PLAN REVIEW; ARTICLE 3, DIVISION 1, SECTION 23.2-15, NOTICE REQUIREMENTS; ARTICLE 3, DIVISION 1, SECTION 23.3-6, PERMITTED USE TABLE; ARTICLE 3 DIVISION 2, SECTION 23.3-17, MU-DH – MIXED USE DIXIE HIGHWAY; ARTICLE 4, DEVELOPMENT STANDARDS, SECTION 23.4-3, EXTERIOR LIGHTING; SECTION 23.4-6, HOME OCCUPATIONS; SECTION 23.4-10, OFF-STREET PARKING; ARTICLE 5, SUPPLEMENTAL REGULATIONS, SECTION 23.5-1, SIGNS; ARTICLE 6, ENVIRONMENTAL REGULATIONS, SECTION 23.6-1, LANDSCAPE REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Maxwell called the question to approve Ordinance No. 2016-13 on first reading, Commissioner Amoroso seconded the motion.

Mark Rickards asked that the commission approve this item. He has a client with a code amendment in the mix and he is asking that if they have a certain section of the Ordinance they don't want if they can pull just that section and approve the rest of the Ordinance. He is also asking that all commissioners attend the second reading.

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

B. Ordinance No. 2016-15 - First Reading and First Public Hearing - amend Downtown (DT) zoning district, permitted uses table and amend various sections of the City's Land Development Regulations

City Attorney Torcivia read the following ordinance by title only,

ORDINANCE NO. 2016-15 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES BY AMENDING ARTICLE 3 DIVISION 1, SECTION 23.3-6, PERMITTED USE TABLE; ARTICLE 3, DIVISION 3, SECTION 23.3-14, DT – DOWNTOWN; ARTICLE 4, SECTION

23.4-13 MEDIUM AND HIGH INTENSITY CONDITIONAL USES; PROVIDING FOR SEVERABILITY; CONFLICTING ORDINANCES REPEALED; CODIFICATION CLAUSE; AND EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell to approve Ordinance No. 2016-15 on first reading, Commissioner Amoroso seconded the motion, but he wants a slight change.

Commissioner McVoy thinks this will allow drive-thrus throughout the City and wants to know if it is "spot" zoning, he said there has been quite a bit of discussion about being a bike place and why do we want more drivability. William Waters spoke about the drive thru, the first Ordinance just passed allows drive-thrus for financial institutions in the Downtown Zoning District. The proposed ordinance would allow drive-thrus west of Dixie Highway for commercial uses. Based on an applicant's request and justification for commercial drive-thrus excluding restaurants in this western area, staff is recommending it be approved. Commissioner McVoy thinks this is going to affect traffic. William Waters said the area in question is distinctly different than the eastern section of the downtown. Commissioner Maier heard it is going to be a Starbucks. William Waters said that was not a restaurant and if we approve this request as recommended by the HRPB, then the project advocated by Mr. Rickards cannot go forward. Vice Mayor Maxwell wants to know how we can fix this. Mayor wants to look at investments in the Dixie Highway corridor, we will have possibly 4 non-conforming properties. Mayor is for making the change excluding restaurants. Vice Mayor Maxwell amends the motion.

Tammy Panza thinks there would be a traffic jam if there are restaurants, she agrees for banks but not for restaurants. She does not think it is in the interest of the city and should limit it to banks only.

Commissioner McVoy wants us to think about the unintended consequences, doesn't want Dixie Highway to have more traffic nor thinks it is in the best interest of the city. Commissioner McVoy thinks we don't want lawsuits and he thinks it is foolish to approve this now instead of at the project approval.

Question has been called by Vice Mayor Maxwell but after discussion the Vice Mayor called it back. The Motion was amended by Vice Mayor Maxwell to approve with this language out "Commercial Drive Through (excluding all restaurant uses) west of Dixie Highway."

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

11. **UNFINISHED BUSINESS**

There were no unfinished business items.

12. **NEW BUSINESS:**

A. Ordinance No. 2016-16 - Adopt Florida Building Code 2014 Edition and Administrative Amendments

City Attorney Torcivia read the following ordinance by title only

ORDINANCE NO. 2016-16 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 9, "BUILDINGS AND STRUCTURAL REGULATIONS", ARTICLE I, "IN GENERAL", SECTION 9-2.1, "CITY OF LAKE WORTH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODES ADOPTED", BY ADOPTING BY REFERENCE THE CITY OF LAKE WORTH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE 2014 EDITION; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Maxwell to approve Ordinance No. 2016-16 on first reading, Commissioner Amoroso seconded the motion.

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

B. Ordinance No. 2016-17 - Adopt Floodplain Management Provisions to continue participation in the National Flood Insurance Program.

City Attorney Torcivia read the following ordinance by title only

ORDINANCE NO. 2016 – 17 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 9, "BUILDINGS AND STRUCTURAL REGULATIONS", ARTICLE I, "IN GENERAL", SECTION 9-3, "SPECIAL FLOOD HAZARD AREA PROVISIONS" TO PROVIDE FOR AMENDMENTS TO THE FLORIDA BUILDING CODE REGARDING FLOOD ELEVATIONS; AMENDING CHAPTER 23, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, "SUPPLEMENTAL REGULATIONS", SECTION 23.5-2, "SUBDIVISION REGULATIONS" TO REFERENCE THE NEW FLOODPLAIN MANAGEMENT ARTICLE; AMENDING ARTICLE 6, "ENVIRONMENTAL REGULATIONS", SECTION 23.6-3, "FLOODPLAIN MANAGEMENT" BY REPEALING THIS SECTION AND ENACTING ARTICLE 7, "FLOODPLAIN MANAGEMENT" TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell to approve Ordinance No. 2016-17 on first reading, Commissioner Amoroso seconded the motion.

Discussion was held about a certain resident in the College Park area who is doing renovations to his home and is concerned about building up the base level to his house and not being able to build up the total height of the house. The maximum elevation has not changed. It is how we measure it. There is a one foot freeboard height requirement above minimum flood for all slabs. The height of a building is measured from this elevation point or 12" above the crown of the road, whichever is less. William Waters explained that residents can seek a variance if their property does not meet the current standards. The new flood plain map is not in effect yet. William said there are lots of issues with insurance and FEMA issues and we will be holding a workshop later this year to address the issues with the new FEMA maps and how it will affect construction.

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

13. LAKE WORTH ELECTRIC UTILITY:

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

- a. Update on the Siemens project. Jack Borsch gave a presentation about the 18-month construction project, and a payment is due in 2017. He said the project is 2 months ahead of schedule and he went over the savings we have seen for our buildings. They are installing 100 meters a day and 12 quadrants have been completed in the South end of the city. They have to order the decorative lighting and it will take 10 weeks, light poles will be green and the old poles will be repainted. Solar site will be started and it will go before Planning and Zoning and they have held community workshops and there will be more. Commissioner Amoroso said the FDOT poles are all rusted while we are doing these renovations we should reach out to them. Commissioner McVoy said they talked about shields, but Jack said they did not speak about individual shields. Jack will go back and look. Commissioner McVoy said provisions were made in the contract to make sure the lighting is correct and wants to know if there is a procedure for setting the lights as he was told it was field settable. Jack said there was no procedure. Commissioner Maier said he also remembers meeting prior to the signing of the contract where he was told the lighting was adjustable. Vice Mayor Maxwell said we cannot go out and get the approval of everyone in the city. Commissioner Amoroso said the reason we looked at this lighting was because people said they wanted more lights and safer streets. We need to keep going with this and not pick and choose what goes on. Commissioner McVoy said the research shows that crime happens during the day and when you measure the lighting it does not reduce crime. It is not backed up by data. There is measureable data that shows more lighting causes cancer. Issue of color temperature and they asked for 2700 LEDs and he spoke with Siemens and they told him it can be done. He wants us to look at the shielding. Mayor asked that the clerk find the minutes of the meeting

where shields were discussed.

- b. Update on the electric utility system, John Borsch reported that in anticipation of hurricane season they have ordered new poles.

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

C. PUBLIC HEARING:

D. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT

- A. May 17, 2016 draft Commission agenda

16. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to adjourn the meeting at 9:26 PM.

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

PAM TRIOLO, MAYOR

ATTEST:

Deborah Andrea

Minutes Approved: May 17, 2016

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

**MINUTES
CITY OF LAKE WORTH
CITY COMMISSION
WORK SESSION
MAY 10, 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 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

Present were Mayor Pam Triolo, Vice Mayor Scott Maxwell, and Commissioners Andy Amoroso Christopher McVoy (arrived at 6:22 p.m.) and Ryan Maier. Also present were Interim City Manager John Borsch, City Attorney Glen Torcivia, and Records and Information Manager Deborah Andrea

2. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Amoroso.

3. UPDATES/FUTURE ACTION/DIRECTION:

- A. **Code Enforcement update:** Mark Woods gave an update on Code Compliance and what they do and to give performance measures. He showed maps that will show their efforts. He went over the staff of Community Sustainability and showed that they have a full staff except one position. They are guided by statute 162 FS. He showed programs and responsibility, nuisance abatement, criminal activity based on calls to service, chronic nuisance gives notice to owners and they have to reply, nuisance remediation demolitions, board and secure, lot clearing and abandoned vehicles. He went over the daily activities, code officers are out in the office from 8-9 and out in the field from 9-4 each day and they come back to the office and return calls. Seven zones in the city each with their own officers who are moving away from data collection and getting the performance issues. Ultimate goal is to bring properties into compliance. They don't believe they will have as many vacant buildings this year as in the past. They are not revenue generating. They want the cases to be legally enforceable. Going forward they want to increase staff training, they are using standardized operating procedures.

Code Department states they have no silver bullet. They would like a 70% rate and right now they are at 48% educate, communicate, initiate and further the code compliance initiatives. William Waters showed the maps of the area of where all the code issues are in the City. There are 1,200 open cases for various violations of the zoning code. Not on the map yet are the nuisance abatement properties that are handled by Palm Beach Sheriff's Office. There are vacant properties, abandoned and foreclosed properties or unimproved

vacant lots enforcement is not where he wants it to be but it is better than before. The Remedial Services Map shows where we have spent money to remediate these properties. Most properties have not paid and the money owed for remediation is now going on the tax bills. We have spent more than \$200,000.00 so far this year.

Martin Welfeld, He is interested in the types of calls and a breakdown of revenues within each district

Theresa Miller, asking about sober homes and use and occupancy. How can we find out how many people can live in each property? Would like to know how many code cases are based on complaints vs. inspectors finding issues by driving through the neighborhood.

Brendan Lynch, he left the CRA meeting the code division has gotten better but behind his house there was a needle and we need a higher levels of code enforcement.

Chip Guthrie, he is targeted, code has been better than they have been but it seems to him that code acted quickly, seems in other municipalities they would have stuff removed immediately. It doesn't seem to happen fast enough.

Aino Lautsio she has been a homeowners for 28 years and she got a notice because her grass has dried, and now has until July. She doesn't want to hire someone but she doesn't want to be cited. She can't sleep because of this.

Eric Fischer owns and manages units. He speaks about codes there is a sense of targeting, areas where areas are enforced and some where they are not enforced. It starts with crime and he does not see patrol cars, he believes that landlords will sell off their property perhaps to sober homes if Code Enforcement doesn't stop the harassment of landlords in the City.

Edwin Arocho, We have to do something, they drink and urinate in front of stores, selling food that is not inspected. He would like to volunteer, it is filthy it looks like Central America. Selling liquor to minors.

Anna Maria Windisch-Hunt, she in in an area with the other side of the tracks, has a problem with a neighbor, termite problems, new windows, what is going to happen, the place is a dump, she has called there is no roof, she feels it is a fire hazard. Code has come each time she called. She has attended the Magistrate meetings.

Mayor thinks we have been asking for this meeting for a long time, she has seen some successful situations and some others not so successful. She wants us to remain respectful and to have honesty. We are asking people to

cut their lawns while we don't keep our properties and whatever message we are sending we want consistency. The second thing is hearing from people that the department is not answering properly to the people. She wants better customer service. Change the culture of the code experience, she wants consistency. Different areas have different problems, worst first. Life endangerment, public safety. Where are we at and how do we handle it? We have to come up with a policy and what does the commission need to do to reach the goals.

William said they always have to deal with citizen complaints, sometimes they deal with chronic complainers, they can't always get to the most chronic cases, our city writes a combined case per property instead of each issue as done in West Palm. Some have come into voluntary compliance, there needs to be a better understanding with the sheriff's office as to who has to deal with what issue. Mark said it is the same in every city some complain that we do too much and some that we do too little.

Commissioner McVoy doesn't want people doing bad things in the neighborhoods but he would like to propose a solution in terms of process. If we are not doing worst first, it looks bad to the public. He wants to deal with citizen's complaints and he wants them to give him a list of the complaints and the commissions get to prioritize the list. The commissioners give it back to Code and code lists it on the website and if calls come in, they are shown to not be a top priority to the commissions. He doesn't know if it is legal to have different priorities throughout the city.

Vice Mayor when he thinks about priorities, he wants our priorities based on curb appeal. Everyone who gets cited thinks they are getting selected we have even code inspectors going out to chase the complainers, maybe we could get the code inspectors to have a specialty, more experienced, for two months have them respond according to their specialty. He would like to change posting a property after 5 days after the certified letter see it posted at the same time as it was before 2013. He wants to know if we can move nuisance abatement properties based on calls for service. William is proposing changes to nuisance calls, 3 calls or 7 calls over 6 months with crime activity. Sheriff's office if they find no activity they are using the address of the place where the call comes in instead of the address of the property being addressed. Vice Mayor wants to do more about chronic nuisances. He wants us to do whatever we can do legally but Mr. Torcivia said it has to be chronic and wants it more than three times a month. William responded that if we have a vacant registry we have to have a point of contact. William had a change of staff in 2015, but they are up now.

We need to reinvest the money back into the community. All money is general fund money. All the Code officers have level one training and more. Couple of funding for neighborhood program to educate and he is looking to for best policies-compliance ratio he has cases cited vs cases closed. They

have a new way to document a case and how to keep following up based on SOPs, helps with citizens understanding. William attended a meeting with Lois Frankel about sober homes about what cities can do. If the sober homes can show that this is changing the character of the neighborhoods, there is some direction coming out in August but William wasn't overly thrilled. The Vice Mayor said he thought there were not going after people for dry grass, Mark said they don't cite for dry grass but they cite for no grass. Vice Mayor Maxwell wants to know if we can get the landlords to do background checks for their tenants. Some landlords have tenants that are bad and we have to come together, Mr. Torcivia thinks we have to have voluntary compliance. What are we doing to pinpoint the properties that keep changing names, is it possible to research addresses to see if there are code violations, by owner and/or case number? The Vice Mayor wants to have a process how cases are being handled. He wants some type of tribunal or some type of mediation. They are governed by 162 FS but he is talking about personnel issues and Mark said they are trying to get more training for staff about customer service.

Commissioner Maier spoke about Florida yards and neighborhoods, it strikes him as strange that some of the same issues they want we have a code against it. Our code doesn't have a provision for zero landscape. William would like to look at changes to xeriscape, he would like to make the changes.

Discussion was held about fees for vacant registrations, abandoned cars and why are we different from West Palm, various applications in other cities and we are not doing it here for tracking overdoses. William wants to know if they can get calls from the Fire Dept. but he is not sure this can be done. The LDR changes made last year allowed an application through the whole application process, Reasonable accommodations, catching and documenting is difficult for overcrowding. Getting witnesses is difficult but people are afraid.

Commissioner Amoroso thanked Yolanda Robinson, Code Compliance Officer he tries to attend the Special Magistrates meeting and he is seeing houses being sold so they are being brought into compliance. He wants it looked at with different eyes, wants training, he also likes special jobs for certain officers. William said it sometimes overwhelms the officer. He agrees with Commissioner Maier, he wants Florida landscape. He doesn't want it overgrown but if it is just brown grass, we should just do curb appeal. Commissioner Amoroso sees lots of bad players at the Magistrate hearings and he wants to see what can be done about foreclosures, it is hard to explain to residents that there is nothing that can be done about compliance. Mr. Torcivia said the number one issue is a bank ahead of us and we will have to buy a property and be second to the bank. Vice Mayor is it possible to use other people's money to foreclose on these properties, the question becomes can we sell our liens. Mr. Torcivia is not sure this is a good idea as we will give up our lien rights and they might not comply the property.

Commissioner McVoy fears that homeowners are concerned and people are putting their property up for sale and leaving and we are not doing our jobs due to sober homes and vacation rentals, he wants to know what we hear from neighbors and PBSO and he knows there are limitations. He doesn't want the complainant's address in the database and wants to be able to have anonymous information to protect the safety of residents. He would like to give good landlords kudos.

Commissioner Amoroso wants the maps and we cannot target and we have to be consistent. Mayor wants to be cautious about talking about sober homes. There are different levels of medical staffs. She wants discussion about vacation rentals and she wants to talk about it. We should give workshop in various languages, we are not doing a good job getting information out in a positive way. William said not an accepted definition yet of what a sober home is, he hopes the paper being put out in August, will give the clarification.

Mr. Torcivia will give out the handout staff was given at the meeting with Lois Frankel. Commissioner Amoroso wants HUD to give a definition and stand behind the municipalities.

Vice Mayor Maxwell wants to get a report from Code about this meeting.

4. ADJOURNMENT:

Consensus: To adjourn the meeting at 8:25 PM.

PAM TRIOLO, MAYOR

ATTEST:

DEBORAH ANDREA, RECORDS AND
INFORMATION MANAGER

Minutes Approved: June 7, 2016

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

**MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSIONERISSION
May 17, 2016 – 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:04 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 (missed roll but still arrived at 6:04 P.M.) and Ryan Maier. Also present were City Manager Michael Bornstein; City Attorney Glen Torcivia, and Records and Information Manager Deborah Andrea.

2. INVOCATION OR MOMENT OF SILENCE:

Invocation by Patrick Livingston of Grace Fellowship on behalf of Vice Mayor Maxwell.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Vice Mayor Maxwell.

4. AGENDA - Additions/Deletions/Reordering:

Item 5 (D) was deleted.

Item 9 (J) was moved to New Business Item (D)

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve the Agenda as changed.

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

5. PRESENTATIONS:

- A.** Presentation by Palm Beach County Animal Care and Control on Feral Cats Ordinance given by Diane Sauve, went through a PowerPoint presentation about unwanted animals, told us about a Community problem, There is a connection between animal abuse go on to domestic abuse. Cats and square headed dogs are the most at risk in our Community. Feral cats are now Community cats, Tipped ears reflect a sterilized. They live among us vaccinated and spread of. People want cats trapped neutered and returned in to the community. Are we doing the same thing over and over and expecting a different result. Cats are not claimed at a shelter, people will not ask about a stray cat as they will

about a dog. 66% of lost cats are found after they are lost. Cats stock and kill but this is not the only problem, unlawful to feed unsterilized cats. It is unlawful to put out a lot of food, unlawful to feed raccoons, get a scarecrow available on Amazon, LW has one of the highest stray cat populations in PBC. Free sterilization is available. Humans have created the problem. Sterilization is mandatory not optional anymore. Proving intent is the hardest part of hitting an animal .How do you enforce the feeding of cats and or raccoons, they send someone out to educate them, they respond to calls by sending out someone they will start citing people, opossum should be left alone they don't get rabies and they don't bother anyone, leave them alone. Deterrent do work to keep cats out of yards but we don't want anyone to do harm to the animals.

- B.** Mayor Triolo read a Proclamation declaring May 15-21, 2016 as National Public Works Week.
- C.** Mayor Triolo read a Proclamation declaring May 21-27, 2016 as National Safe Boating Week.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner Maier said that the Sister City Board met but did not have quorum, he would like everyone come to the meeting. The Treasure coast regional will meet Friday.

Commissioner Amoroso has a cleanup on Saturday at H St Park and the mango festival is June 11.

Commissioner McVoy wants to request of the City Manager meet with the train man about the quiet zone. He was happy to go today to the opening of Sixth Avenue South and he is pleased with the results. He gets concerned citizens calling about slowing traffic.

Vice Mayor wants to go to more ribbon cuttings and he wants to know when we are going to get the roads fixes. The one cent sales tax will help but wants to know how to get a revenue source and thinks we need to have an answer about this. He is going to the graduation ceremony at the Lake Worth High school on Friday. In the proclamation about safe boating he talked about od's and 650 boating deaths he would like to do something about sending loved ones down from up north and people are dying and he thinks the Federal government needs to help.

Mayor said we are ground zero for these problems, she thinks there should be some way to get our voice as a county. Michael said David Aronberg is working on this and the Mayor thinks we need to get everyone involved. Thank you for the Derby Day celebration, MPO meets Thursday we wanted them to come in and talk about complete streets, in September and also we need to start getting together all the projects, we need to apply for MPO funding. 6th Ave South was awesome and we had the Haitian event earlier.

McVoy forgot to mention about the Downtown jewel Assn. plaques to remind people they have to maintain alleyways.

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

Maryann Polici wants to thank Jamie for his work at South Palm Park. She wants to thank Captain Baer for helping with sober homes and prostitution thanks for the help with the passive,

Michael Fox wants to talk about code issues. He wants to let everyone know that he and his husband closed on another property. He discovered issues in his research of code compliance. He wants to thank the Mayor for her help with the

department. He showed a map that seem to be in disproportion areas.

Kathleen McGiveron is happy to say that many people applied for a Reap Grant to foster a better quality of life, Lake Osborne got a check for \$2,000 and are purchasing crime watch signs. The met about sober homes with Senator Clemens and Captain Silva and it was a good meeting, she likes to hear about the trap neutered and release program as reported earlier.

Mark Easton talked about a recent Greenacres meeting where a man visited Louisiana and Texas and saw billboards to send your addicted children to Florida for treatment.

Tammy Panza heard an ad that says California does a better job than Florida in treating addicted children. She supports Peggy Adams and they are making a difference. Support for workshop for the Code, wants the city to revamp some of the code issues, she would rather have the cars removed than a resident cited for having brown grass.

8. **APPROVAL OF MINUTES:** No Minutes to approve

9. **CONSENT AGENDA:**

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

- A. Ratify board members to the various City advisory boards
- B. Contract Award for IFB 16-105 for Electric Meter Retirement Services to Vision Metering, LLC
- C. Approval of the Addendum and Lease Agreement with the Florida Department of Transportation (FDOT) for rental of state right of way along Lake and Lucerne
- D. Approval of Change Order 1 for Rosso Site Development for 6th Ave South - Dixie to Federal construction project
- E. Resolution No. 26-2016 - to authorize the submission of a grant application to the South Florida Water Management District
- F. Amendment to agreement with Pace Analytical Services to extend Laboratory Testing Services for the Water and Electric Utilities Departments
- G. Amendment to agreement with PJ's Land Clearing & Excavating, Inc. for removal and disposal of lime sludge
- H. Authorization to exceed \$25,000 purchasing limit for heavy equipment outside

repair vendors for maintenance of fleet

I. Resolution No. 27-2016 - Third amendment to the Fiscal Year 2015-2016 Budget

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

10. **PUBLIC HEARINGS:**

A. Ordinance No. 2016-13 - Second Reading and Second Public Hearing - amend various sections and tables of the City's Land Development Regulations

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-13 OF THE CITY COMMISSIONERISSION OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES BY AMENDING ARTICLE 1 DIVISION 2, SECTION 23.2-12, DEFINITIONS; ARTICLE 2, DIVISION 3, SECTIONS 23.2-30 SITE PLAN REVIEW; ARTICLE 3, DIVISION 1, SECTION 23.2-15, NOTICE REQUIREMENTS; ARTICLE 3, DIVISION 1, SECTION 23.3-6, PERMITTED USE TABLE; ARTICLE 3 DIVISION 2, SECTION 23.3-17, MU-DH – MIXED USE DIXIE HIGHWAY; ARTICLE 4, DEVELOPMENT STANDARDS, SECTION 23.4-3, EXTERIOR LIGHTING; SECTION 23.4-6, HOME OCCUPATIONS; SECTION 23.4-10, OFF-STREET PARKING; ARTICLE 5, SUPPLEMENTAL REGULATIONS, SECTION 23.5-1, SIGNS; ARTICLE 6, ENVIRONMENTAL REGULATIONS, SECTION 23.6-1, LANDSCAPE REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Maxwell on second reading Commissioner Amoroso seconded the motion.

Commissioner McVoy is voting against it because of the home occupations section, we pride ourselves as the place where are it made, he thinks we should come up with ways to put our money where our mouths are for arties. Vice Mayor Maxwell called the question and the vote was taken.

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

B. Ordinance No. 2016-15 - Second Reading and Second Public Hearing - amend Downtown (DT) zoning district, permitted uses table and amend various sections of the City's Land Development Regulations

City Attorney Torcivia read the following ordinance by title only

ORDINANCE NO. 2016-15 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES BY AMENDING ARTICLE 3 DIVISION 1, SECTION 23.3-6, PERMITTED USE TABLE; ARTICLE 3, DIVISION 3, SECTION 23.3-14, DT – DOWNTOWN; ARTICLE 4, SECTION 23.4-13 MEDIUM AND HIGH INTENSITY CONDITIONAL USES; PROVIDING FOR SEVERABILITY; CONFLICTING ORDINANCES REPEALED; CODIFICATION CLAUSE; AND EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell to approve Ordinance No. 2016-15 on second reading Commissioner Amoroso seconded the motion.

Commissioner McVoy will vote against this because this will allow drive through businesses and he finds it astounding that a city that is bicycle friendly, we would do this. Vice Mayor Maxwell called the question and a vote was taken.

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

C. Ordinance No. 2016-16 - Adopt Florida Building Code 2014 Edition and Administrative Amendments

City Attorney Torcivia read the following ordinance by title only

ORDINANCE NO. 2016-16 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 9, "BUILDINGS AND STRUCTURAL REGULATIONS", ARTICLE I, "IN GENERAL", SECTION 9-2.1, "CITY OF LAKE WORTH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODES ADOPTED", BY ADOPTING BY REFERENCE THE CITY OF LAKE WORTH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE 2014 EDITION; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy to approve Ordinance No. 2016-16 on second reading Commissioner Amoroso seconded the motion.

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

D. Ordinance No. 2016-17 - Adopt Floodplain Management Provisions to continue participation in the National Flood Insurance Program.

City Attorney Torcivia read the following ordinance by title only

ORDINANCE NO. 2016 – 17 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 9, "BUILDINGS AND STRUCTURAL REGULATIONS", ARTICLE I, "IN GENERAL", SECTION 9-3, "SPECIAL

FLOOD HAZARD AREA PROVISIONS” TO PROVIDE FOR AMENDMENTS TO THE FLORIDA BUILDING CODE REGARDING FLOOD ELEVATIONS; AMENDING CHAPTER 23, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, “SUPPLEMENTAL REGULATIONS”, SECTION 23.5-2, “SUBDIVISION REGULATIONS” TO REFERENCE THE NEW FLOODPLAIN MANAGEMENT ARTICLE; AMENDING ARTICLE 6, “ENVIRONMENTAL REGULATIONS”, SECTION 23.6-3, “FLOODPLAIN MANAGEMENT” BY REPEALING THIS SECTION AND ENACTING ARTICLE 7, “FLOODPLAIN MANAGEMENT” TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Action: Motion made by Commissioner McVoy to approve Ordinance No. 2016-17 on second reading Vice Mayor Maxwell seconded the motion.

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

11. UNFINISHED BUSINESS

There were no unfinished business items.

12. NEW BUSINESS:

A. Ordinance No. 2016-18 – First reading for Changes to Parking Regulations

City Attorney Torcivia read the following ordinance by title only

ORDINANCE NO. 2016-18 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7, “BEACHES, PARKS AND RECREATION”, ARTICLE II, “BEACH PARKING”, SECTION 7-18, “PARKING GENERALLY” TO CLARIFY MOTORCYCLE PARKING REQUIREMENTS; AMENDING SECTION 7-22, “DISABLED PERSON PARKING” TO CLARIFY THAT OBSTRUCTING DISABLED PARKING SPACES IS A VIOLATION; AMENDING SECTION 7-23, “ENFORCEMENT PROCEDURE” TO MODIFY THE TIME PERIOD TO PAY PARKING VIOLATIONS; AMENDING CHAPTER 21, “TRAFFIC”; ARTICLE I, “IN GENERAL”, SECTION 21-4, “VEHICLE LICENSES” TO INCREASE THE PENALTY FOR AN EXPIRED TAG; AMENDING ARTICLE II, “PARKING, STOPPING AND STANDING”, SECTION 21-33, “IMPROPER AND PROHIBITED PARKING” TO CLARIFY MOTORCYCLE PARKING REQUIREMENTS AND PROVIDE THAT PARKING IN ALLEYS AND FIRE LANES ARE PROHIBITED; AMENDING SECTION 21-37.2, “DISABLED PARKING SPACE VIOLATIONS” TO

CLARIFY THAT OBSTRUCTING DISABLED PARKING SPACES IS A VIOLATION; AMENDING SECTION 21-39, "ENFORCEMENT PROCEDURE" TO MODIFY THE TIME PERIOD TO PAY PARKING VIOLATIONS AND TO CLARIFY SERVICE ON THE VIOLATOR; AND ENACTING SECTION 21-44, "ADMINISTRATIVE REVIEW PROCESS", TO ALLOW FOR ADMINISTRATIVE REVIEW OF PARKING CITATIONS; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Amoroso to approve Ordinance No. 2016-18 on first reading Commissioner Maier seconded the motion.

Juan Ruiz said this is a housekeeping item.

Greg Rice he didn't read this He wants to know where scooters come in to this Ordinance and/or Downtown, he has a hard time getting through when he tries to get around.

Peggy Fisher wants to know if this also includes parking cars on the roadway with "For Sale" signs.

Michelle Sylvester got a ticket and she wrote a check immediately but in four days she got a notice, please let the extra time. She sees motorcycles parked on the sidewalks, and wants this to be addressed.

Juan stated that some of the issues from the roundabout and parking in the neighborhood will not be addressed, it is a very narrow area. Commissioner Amoroso wants to know if we can cite people if they ride a motorized bike on the sidewalks, and asked if we could rewrite this for the second reading, we need it to work for downtown. City Manager says this is specially designed for the beach. He thinks we have a bigger issue with sidewalks he wants to get a more comprehensive approach, Commissioner Amoroso said he has been working on this for 5 years and he wants this brought back, Mike said this is huge and he is hearing specific issues with downtown, he will work with the Attorney and staff and find out how to enforce it.

McVoy hears about parking downtown about bicycles and electric bicycles are more prevalent, he would be cautious because people who pay a lot for a bike, don't want that bike to get stolen. How you should price parking? There are things we can do and technology out there to help.

Mayor wants us to be ADA compliant, we want to see ways to be innovative about increasing bicycle parking.

Vice Mayor said the County passed an ordinance on Curb Stoning, and Mike said we are working with the Sheriff about it.

Michael Fox said we had a bike valet on earth day, he was in the Netherlands, and they had bike valets and bike parking corrals with cameras for a bike corrals.

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

B. Ratification of the PMSA Contract

Germaine English started to speak about this, but a vote was called.

Action: Motion made by Vice Mayor Maxwell to approve this contract Commissioner Amoroso seconded the motion.

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

C. Ratification of the PEU Contract

Germaine English started to speak about this, but a vote was called.

Action: Motion made by Vice Mayor Maxwell to approve this contract Commissioner Amoroso seconded the motion.

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

D. Purchase and sale of 501 Lake Ave/Chamber Building

Action: Motion made by Commissioner Amoroso to approve this contract Vice Mayor Maxwell seconded the motion

City Manager Bornstein spoke about this issue. We have been working to get this property back since the Chamber was merged with Palms West, he had an appraisal done there is a reverter clause. Instead of doing that the Chamber will pay off the mortgage and they are giving us the property. We are paying out of reserves.

Commissioner McVoy hears that we are spending, but we are not in the business of selling, once we spend the money, we can't get it back. We are talking about making this the information center, we think it serves a purpose, the parking that can be used as public parking. Public meeting space inside, the board room could be used. Commissioner McVoy thinks it should be used as a Chamber, He thinks if someone gave us the building he would be in favor, but he is not sure we are being wise. Having a building downtown to run events we have space problems and we are seeing this as a central location. He thought the casino building space was to be used for this.

Jo Lesson rents the space at the chamber building, she wants to stay there keep their space, they allow us to use the board room now. She would rather see the gratitude organization be allowed to remain in this building.

Commissioner Maier, wants to say that if there is a tenant in the building he thinks it should be a part of the conversation. The Mayor has heard that if this is not being used for a Chamber, we should have the building back. She had heard from people about the building is needed for staff. Commissioner McVoy hears that we have a need for space, he has not heard that we have a need for staff space. If we have a need we should say so, but he is not sure we are spending \$250,000 for a building without a plan.

Mayor wants us to spend the money. Commissioner Amoroso calls the question

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

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. May 17, 2016 draft Commission agenda

Please stay focused on the weather and Commissioner Amoroso wants to say we are sorry for the loss of your Mr. Bornstein's father.

16. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to adjourn the meeting 8:00 PM.

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

PAM TRIOLO, MAYOR

ATTEST:

Deborah Andrea

Minutes Approved: June 7, 2016

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



AGENDA DATE: June 7, 2016

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Renewal of Contract for a Two Year Option with Oceanside Beach Services for beach equipment concession rentals at the municipal beach.

SUMMARY:

The Renewal of Contract with Oceanside Beach Services for an additional two years to provide beach equipment concession rentals at the municipal beach in the amount of \$42,000 in Year Four and \$48,000 in Year Five plus a 10% of Gross Revenues.

BACKGROUND AND JUSTIFICATION:

On May 21, 2013 in response to RFP # 12-13-204 Oceanside Beach Services was awarded a Beach Equipment Rental Concession contract for three years plus a two year renewal option. The service contract includes the rental of beach equipment such as: beach chairs, pads, umbrellas, windbreaker/clamshells, and bogie boards. The contractor is not authorized to rent any equipment that is not covered in the agreement and covered by the contractors insurance policy.

During the initial three years of the contract staff has been satisfied with performance of Oceanside Beach Services fulfilling its contractual obligations. The City exercising this renewal option further provides an enhancement to the experience beach goers receive when visiting the City's municipal beach. The City has received an annual concession fee in addition to 10% of the gross revenues, the City has received thus far:

Year One:	\$24,000	
Year Two:	\$30,000	
Year Three:	\$36,000	
Year Four:	\$42,000	renewal period
Year Five:	\$48,000	renewal period

The 10% gross revenue has generated on average \$14,000 additional revenue per year.

MOTION:

I MOVE TO APPROVE/DISAPPROVE A TWO YEAR RENEWAL OF CONTRACT WITH OCEANSIDE BEACH SERVICES.

ATTACHMENT(S):
Fiscal Impact Analysis

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	0	0	0	0	0
External Revenues	0	56000	62000	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

C. Department Fiscal Review: _____

**AMENDMENT NO. 1 TO THE
BEACH EQUIPMENT RENTAL CONCESSION CONTRACT**

This Amendment No. 1 to the Beach Equipment Rental Concession Contract is made as of the ____ day of _____, 2016, by and between the City of Lake Worth, Palm Beach County, Florida, a municipal corporation of the State of Florida (“CITY”) and Oceanside Beach Service, Inc., a corporation authorized to do business in Florida, (“CONTRACTOR”), (hereinafter referred to as Amendment No. 1).

WHEREAS, the parties entered into the Beach Equipment Rental Concession Contract on June 5, 2013 (the “Concession Contract”); and

WHEREAS, the Concession Contract has an initial three (3) year term and the option to renew for up to two (2) additional years; and

WHEREAS, the CITY and the CONTRACTOR wish to amend the Concession Contract to renew it for two additional years and to adjust the Annual Fee to be paid to the CITY.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONTRACTOR agree to amend their Concession Contract, as follows:

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

2. **Term of Contract.** The term of the Concession Contract is hereby renewed for an additional two (2) year period.

3. **Fee.** CONTRACTOR shall pay an annual concession fee plus any state sales tax applicable to said fee to the CITY for the additional two year period as follows:

- a. For year one - \$42,000.00 (Forty-Two Thousand Dollars); and
- b. For year two - \$48,000.00 (Forty-Eight Thousand Dollars).

Said fee shall be paid in accordance with paragraph 26 of the Concession Contract. The CONTRACTOR shall continue to be responsible for the payment of ten percent (10%) of its annual gross revenue from its provision of services to the CITY under the Concession Contract in accordance with paragraph 26 therein.

4. **Entire agreement.** The CITY and the CONTRACTOR agree that the Concession Contract and this Amendment No. 1 set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment No. 1 may be added to, modified, superseded

or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Concession Contract remain in full force and effect.

5. **Counterparts.** This Amendment No. 1 may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment No. 1 via facsimile or email and such signature is as valid as the original signature of such party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to the Beach Equipment Rental Concession Contract on the day and year first above written:

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

**CONTRACTOR:
OCEANSIDE BEACH SERVICE, INC.**

By: [Signature]
Print Name: Michael J. Novatka
Title: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28 day of April, 2016, by Michael J. Novatka, as President (title) of Oceanside beach service inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

By: [Signature]
Notary Public

Print Name: Allison M. McMichael

My commission expires: 11-15-19





AGENDA DATE: June 7, 2016

DEPARTMENT: Water Utilities

EXECUTIVE BRIEF

TITLE:

Agreement with AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC. for Wellfield Performance Maintenance & Rehabilitation Services.

SUMMARY:

This Agreement authorizes the Water Utilities Department to Piggyback off Martin County's contract with Aquifer Maintenance & Performance Systems, Inc. for the maintenance, rehabilitation and redevelopment of Surficial and Floridian Aquifer production wells not to exceed \$100,000.00.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Water Treatment Plant has fourteen (14) surficial wells and three (3) floridan wells. Maintenance and rehabilitation work is required to maintain the City of Lake Worth wells. This piggy-back contract provides services beyond the capabilities of the City of Lake Worth staff due to specialized equipment needed for an as needed basis. Aquifer Maintenance & Performance Systems, Inc. (AMPS) has agreed to extend the specification and pricing of the Martin County contract to the City of Lake Worth. This agreement with Aquifer Maintenance & Performance Systems, Inc. (AMPS) enables the City to utilize the unit pricing and terms of the Martin County contract awarded on July 23, 2012 (RFB#2012-2540) which expired July 23, 2015. Martin County exercised its first one (1) year renewal extending the contract to July 23, 2016.

MOTION:

I move to approve/not approve Agreement with AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC. for Wellfield Performance Maintenance & Rehabilitation Services not to exceed \$100,000.00.

ATTACHMENT(S):

Fiscal Impact Analysis
2012-07-23 Martin County Contract
2015-07-23 Martin County Renewal Agreement
Authorization to piggy-back
Estimated Support Documentation
City of Lake Worth 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	\$100,000	\$100,000	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-Kind Match	0	0	0	0	0
Net Fiscal Impact	\$100,000	\$100,000	\$0	\$0	\$0

No. of Additional Full-Time Employees	0	0	0	0	0
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B. Recommended Sources of Funds/Summary of Fiscal Impact:

The funds have been identified in the Operation and Maintenance budget from account 402-7021-533.46-46

Water Treatment							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7021-533.46-46	Wells	N/A	\$200,000	N/A	\$142,102.65	-\$100,000	\$62,102.65

C. Department Fiscal Review: _____

- Brian Shields –Director
- Clyde Johnson – Finance
- Marie Elianor – Finance
- Christy Goddeau – Attorney
- Michael Bornstein – City Manager

**AGREEMENT FOR WELLFIELD PERFORMANCE MAINTENANCE AND
REHABILITATION**

THIS AGREEMENT ("Agreement" or "Contract" 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, hereinafter referred to as the CITY, and **AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC.**, 7146 Haverhill Road N, West Palm Beach, FL 33402 a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the CITY desires to purchase services for wellfield performance maintenance and rehabilitation; and,

WHEREAS, in 2012, Martin County, competitively bid, RFB 2012-2540, wellfield performance maintenance and rehabilitation services (the Services) and received a response from CONTRACTOR; and,

WHEREAS, the CITY desires to accept CONTRACTOR's proposal for the Services by using the Martin County bid, under the CITY's piggyback purchasing procedure, which will incorporate the Martin County contract; and,

WHEREAS, the CITY has determined that entering into this Agreement with the CONTRACTOR for the Services serves a valid public purpose.

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. Martin County Bid. The 2012 Martin County bid is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein.
3. CONTRACTOR's Proposal. In accordance with the pricing, terms and conditions in the 2012 Martin County bid, the CONTRACTOR shall provide all goods and services as stated in the contract with Martin County, attached hereto and incorporated herein as Exhibit "A". The goods and services to be provided by the CONTRACTOR, at the prices set forth in the contract with Martin County, shall be commenced subsequent to the execution and approval of this Agreement by the CITY and upon written notice from the CITY.
4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- a. This Agreement
- b. The 2012 Martin County contract

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

6. Contract Term. The Agreement shall be effective upon approval by both parties and shall continue until July 22, 2018.

7. Defaults, Termination of Agreement.

7.1 If the CONTRACTOR fails to supply the requested material or has failed in any other respect to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Water Utilities Director may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Water Utilities Director, 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 work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Water Utility Director, 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 7.1.

7.2 Notwithstanding paragraph 7.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for the Product delivered or the work which has 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 7.2.

8. Insurance.

8.1. Prior to commencing any services the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. 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 CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

8.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR 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 this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

8.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR 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 CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

8.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

9. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

10. Indemnity.

10.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts or neglect of its agents, employees, subcontractors, if any, or by anyone the CONTRACTOR directly or indirectly employed.

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

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

11. Assignment.

11.1 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 of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, 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.

11.2 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.

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

13. Waiver of Trial by Jury. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

14. Governing Law and Remedies.

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

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

15. Time is of the Essence. Time is of the essence in the delivery of the goods as specified herein.

16. Notices.

16.1 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:

Water Utility Director
City of Lake Worth
301 College Street
Lake Worth, Florida 33461

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

Aquifer Maintenance & Performance Systems, Inc.
7146 Haverhill Road N
West Palm Beach, FL 33402

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

18. Delays and Forces of Nature.

18.1 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 work 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 work, 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 work.

18.2 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.

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

20. Limitations on 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.

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

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

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

24. 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 Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

25. Public Records.

CONTRACTOR shall comply with Florida's Public Records Laws, and specifically agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

26. Copyrights and/or Patent Rights. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the CONTRACTOR agrees to hold the CITY harmless from any and all liability, loss, or expense occasioned by any such violation.

27. Compliance with Occupational Safety and Health. CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

28. Federal and State Tax. The City of Lake Worth is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the City of Lake Worth shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's tax Exemption Number in securing such materials.

29. Protection of Property. The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

30. Damage to Persons or Property. The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for the purchase of sodium hypochlorite as of the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR: AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC.

By: _____
Print Name: James Murray
Title: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

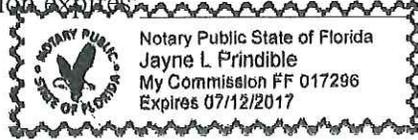
The foregoing instrument was acknowledged before me this 18th day of April, 2016 by James Murray, as President (title), of Aquifer Maintenance & Performance Systems, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public



Print Name: _____

My commission expires: _____



Estimated Support Documentation

Item No.	Description	UOM	Unit Price per Martin County Contract	Estimated Units for Lake Worth	Total
1	Well Drill	Per Foot	38.05		-
2	Well Service Rig	Per Hour	198.00	40	7,920.00
3	Pump Service Rig	Per Hour	125.00	30	3,750.00
4	Cement work or demolition	Per Hour	45.00	8	360.00
5	On Site Welding Unit	Per Hour	65.00	4	260.00
6	Machine Shop Welding	Per Hour	55.00	8	440.00
7	Pump/Well technician	Per Hour	85.00	10	850.00
8	Chemical Treatment	Per Hour	80.00	10	800.00
9	Well abandonment	Per Hour	115.00	10	1,150.00
10	Specific capacity test	Per Hour	75.00	25	1,875.00
11	Biological Activity Reaction Test	Each	65.00	2	130.00
12	Wire to Water Pump efficiency test	Each	20.00	8	160.00
13	Vibration infrared photography analysis	Per Motor	100.00	5	500.00
14	Extra sand testing	Each	35.00	8	280.00
15	Silt density index	Each	135.00	8	1,080.00
16	Well Development and redevelopment	Per Hour	180.00	25	4,500.00
17	Clean casing and screen with scraper and brush	Each	800.00	2	1,600.00
18	Chemical Disinfection	Per Hour	175.00	10	1,750.00
19	Pump/Motor Retrieval	Per Hour	135.00		-
20	Miscellaneouswork as needed, Normal Business Hours	Per Hour	125.00	70	8,750.00
21	Miscellaneouswork as needed, Non Normal Business Hours	Per Hour	175.00	25	4,375.00
22	Flow Meter maintenance and calibration	Per Hour	85.00	8	680.00
23	Deep Well pump and Maintenance	Per Hour	185.00		-
24	Well/Pump/Motor Maintenance and Repairs	Per Hour	85.00	20	1,700.00
25	Raw Water Disposal	Per Hour	30.00	20	600.00
26	Pump Test	Per Hour	110.00	8	880.00
27	Chlorine Maintenance of Wells	Each	225.00	10	2,250.00
28	Monthly Monitoring	Per Well	100.00		-
29	Quarterly Well Monitoring Reports	Per Report	275.00		-
30	Water Storage Tank Residual Cleaning	Per Tank	4500.00		-
31	Tank/Clear Well Inspection	Per Tank	3800.00		-
32	Sealed Comprehensive Engineer Report	Per Tank	3100.00		-
33	360 Degree Color Video Survey	Each	950.00	3	2,850.00
34	Dymanic Down Hole Video Surveys	Each	1300.00	3	3,900.00
37	Mobilize, Demobilize & Cleanup	Per Well	550.00	12	6,600.00
38	Remove & Install Fence to original Condition	Each	25.00	4	100.00
39	Wellhead/Pump Removal & Reinstallation	Each	1900.00	8	15,200.00
40	Well Acidification	Each	1890.00	4	7,560.00
41	Percent of Markup for Parts Supplied & Installed	%	13.00%	\$ 15,000.00	16,950.00

Estimated Total 99,800.00

WHEREAS, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

WHEREAS, COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

WHEREAS, COUNTY awarded the Bid to CONTRACTOR; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed.** The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. **Time of Service.** Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. **Term of Agreement/Option of Renewal.** This Agreement shall be in effect from the date of execution and for the term indicated on Page 1 of this Agreement and any extensions thereof. This Agreement may be renewed subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. **Amendment of the Agreement.** This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. **Assignment/Subcontracting.** The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

6. **Termination/Default.** COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above. COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate. Failure of the CONTRACTOR to comply with any of the

provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

7. **Compensation.** COUNTY shall pay CONTRACTOR upon CONTRACTOR'S completion of, and COUNTY'S acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Prices shall remain firm for the duration of the contract and any renewals or extensions.

8. **Permit/ Licenses.** CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. **Audit.** The CONTRACTOR shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, COUNTY reserves the right to have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days prior written notice.

10. **Minimum Insurance Requirement.** The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

- a. **Loss Deductible Clause:** The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- b. **Worker's Compensation Insurance:** The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.
- c. **Commercial Automobile Liability Insurance:** The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.
- d. **Commercial General Liability Insurance:** The Contractor shall take out and maintain during the life of this agreement Commercial General Liability insurance Including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurance -	\$1,000,000
Personal/Advertising Injury -	\$1,000,000
Products/Completed Operations Aggregate -	\$2,000,000
General Aggregate -	\$2,000,000
Fire Damage -	\$100,000 and 1 fire
Medical Expense -	\$10,000 any 1 person

- e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

11. Indemnification. CONTRACTOR shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the COUNTY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq. and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

15. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

16. Documents Comprising Agreement. The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

- a. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.
- b. Contractor's Certificate of Insurance required in the Request for Bid;
- c. Contractor's response to the RFB or soliciting document.

17. **Payment.** Martin County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement based upon the CONTRACTOR'S response to the RFB. Payment Methods include:

- a. Traditional – payment by check, wire transfer or other cash equivalent.
- b. Standard – payment by purchasing card, Martin County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

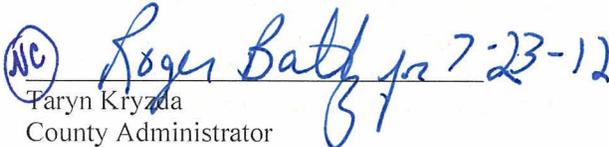
IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



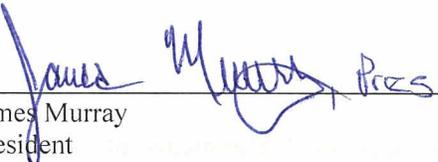
John Polley
Environmental Services Director



Taryn Kryzda
County Administrator

**AQUIFER MAINTENANCE & PERFORMANCE
SYSTEMS, INC**

**APPROVED AS TO FORM AND
CORRECTNESS BY COUNTY ATTORNEY**



James Murray
President

SCOPE OF WORK

Exhibit A

Martin County Utilities is medium in size and provides water, wastewater, and reclaimed water services in Martin County, Florida. Martin County is located in southeast Florida, north of Palm Beach County and south of Saint Lucie County. Martin County provides services to almost 100,000 customers daily from two (2) water and wastewater treatment facilities referred to as North County and Tropical Farms. These facilities are located within twenty miles of one another.

Both Water Treatment Plants (WTP's) have a combined pumpage of 9.1 million gallons of water per day while the Wastewater Treatment Plants (WWTP's) combined treat 4.0 million gallons of wastewater a day. Martin County provides an inhouse state certified laboratory that performs fecal and bacteriological testing to assist in the operation of the treatment plants.

Martin County has nine (9) Floridan aquifer wells, thirty-five (35) surficial aquifer wells that provide source water to the WTP's and seventy-four (74) monitoring wells that provide monitoring of the source water.

Martin County is requesting bids from interested vendors with the intent to award a contract to one vendor who can provide all services, as requested herein, for production and monitor well, pump and motor rehabilitation annually as well as on an as-needed basis. All line items shall include mobilization, demobilization, labor, restoration, clean-up costs, tool allowances, sampling and testing, incidentals, mileage, and miscellaneous costs as appropriate. Any hourly rates will be charged from the time that the technician arrives at the County facility to the time that the technician leaves the County facility. Travel time charges will not be allowed.

Description of Services

All procedures described below shall be completed by the contractor on an annual basis or as needed as determined by County project manager and shall comply with all Federal, State and local guidelines and regulations.

1. Permits – Contractor will obtain all necessary state and local permits.
2. General – Contractor shall submit site specific plan to include equipment, chemicals, mixing ratios and volumes planned for treatment, equipment layout, fluid disposal and cleanup and restoration upon completion. At the conclusion of work the contractor will submit a summary including responsible superintendent, dates of work, work performed and all chemicals used, quantities and measurements as appropriate as well as observations/recommendations.
3. Well Abandonment – Removal/ abandonment of existing well per FDEP guidelines.
4. Wellhead and Pump Testing, Inspection and Removal – perform a production pump efficiency test prior to removal to determine pump curve and specific capacity. Information shall be gathered at three points: full, half valve and shut in. GPM, PSI, volts, amps, ohms, sand content, pumping and vibration levels will be recorded at each point. Cleaning and reinstallation of existing or new equipment in accordance with ANSI/AWWA C654-03 Well Disinfection. Onsite wellhead and

discharge inspection and cleaning will be performed by pressure cleaning and using a 50 ppm chlorine solution.

5. Well Acidification – Contractor must submit a list of all chemicals and the processes to be used in addition to MSDS sheets prior to use. All chemicals used shall be in accordance with all Federal, State and local guidelines and used per EPA directions for wellfield protection approved chemicals and in accordance with ANSI/AWWA C654-03 Well Disinfection. Disposal container shall not be permitted on site and must be disposed of in accordance with EPA guidelines.
6. Flow Meter Maintenance and Calibration – If determined that the meter calibration is off by more than 5% accuracy, meter maintenance shall be performed as directed by the COUNTY. Contractor shall sent meter to the manufacturer for calibration prior to reinstallation.
7. Production Pump Removal and Inspection – Pump and associated equipment shall be disassembled, visually inspected and mobilized to Contractor’s pump facility. Pump will be digitally photographed, pressure washed and disinfected. Photo copy and inspection condition report with recommendations will be submitted to County project manager.
8. Pump/Motor Maintenance – Assist and perform maintenance of well/pump/motor as directed. Includes pulling pumps/motors such as production well (surficial and Floridan), clear well and high service pumps. Assist in trouble shooting various problems in the system.
9. Monthly Well Maintenance – Performed on a per well or wellfield basis as determined by trend data or as determined by Water Plant Chief Operator. Maintenance includes chlorine injected under pressure into the well, monitoring and testing as required in accordance with ANSI/AWWA C654-03 Disinfection of Wells. A chemical plan shall be submitted with the bid. Chemicals should have a contact time of no less than 6 hours and no more than 48 hours.
10. Water Storage Tank Residual Cleaning including no end user disruptions, no loss of finished water during cleaning, no reduction in free chlorine residual below 0.5 mg/L during inspection. Samples must be taken before and after entering tank to assure residual is maintained, no loss of fire suppression capability, no tank lining damage. Cleaning and inspection will be performed remotely operated robotics.
11. Well Development - As directed by COUNTY or COUNTY’s representative. Airlift development will be performed utilizing reverse air methodology to remove debris and bacteriological sludge followed by direct air using a 600-750 CFM air compressor.
12. Welding Services – the Contractor shall provide on site welding services including portable spray welding and shall be capable of responding within eight (8) hours after notification. Machine shop welding services are required. All welding is to be performed by a certified welder. In the event that a welder’s helper is required prior written approval shall be obtained by the COUNTY and the labor rate allowable shall be 50% of the standard hourly rate bid for welding services.
13. Well Rehabilitation/Repair Video (pre and post rehabilitation) – Includes both downhole and 360 degree color videos. The video shall be transferrable to a DVD and provided to the COUNTY within 5 days of completion of the well rehabilitation/repair. The DVD shall be compatible for playback with any standard TV or computer DVD player. The total audio-video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project. The video portion of the recording shall be calibrated to produce accurate on screen depth display and a bright, sharp, clear picture with accurate colors and shall be free of distortion and imperfection. The audio portion of

the recording shall produce the commentary from the camera operator with proper volume, clarity and free from distortion.

14. Chemical Treatment of Well – Well will be equipped with a sealed wellhead including psi gauge, blow off valve, and braden head. Acid blends shall consist of hydrochloric, sulfuric (as an extender), citric (as chelating agent) and chemical additive used to help extend and suspend debris removal (such as Cotey). Percentages of acids to be used will not exceed 10% of total volume injected.
15. Reports - a quarterly report will be generated for each well specifying month and graphing gallons per minute (GPM), static water level, pumping water level, drawdown and resulting specific capacity. An annual report will also be required to show the entire well performance for each well each calendar year. These reports shall be submitted to the County project manager with one bound hard copy and an electronic submittal required. The quarterly reports are due on the 15th of the month following the reported quarter and the yearly reports will be due on February 1st of the following reported year.

Vendor Responsibilities

a. Minimum Qualifications

1. All work shall be performed by an established and well qualified vendor. All work shall comply with all applicable governmental regulations, customary quality standards, and accepted good practice for the type work being performed.
2. A Bidder Qualification Statement must be submitted with the bid. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service. The contact person must be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must be informed that they are being used as a reference and that the County may be calling them. DO NOT list persons who are unable to answer specific questions regarding the requirement. The bidder will also provide information stating if the principal and/or firm is currently in a law suit regarding a well related service contract and if the firm has been requested to stop work based on performance or inability to meet contract obligations within the last five (5) years.
3. The contractor is required to be a qualified CEU instructor capable of providing annual operator training classes to utility staff on well maintenance related to annual wellfield reports.
4. The successful bidder shall provide a copy of Standard Operating Procedures (SOP) for well, pump and motor rehabilitation services produced by the company specifically for the County's scope of work.
5. Provide a list of equipment and facilities available to perform the work.
6. The bidder must provide written evidence (copies of current licenses/certifications) that show that the firm (bidder) or a principal in the firm is licensed to contract the scope of work in Martin County including state well contractor licensure and welding certification.

7. The vendor shall follow all of the Florida Departmental Environmental Protection (FDEP) rules when repairing or development of any type of wells, and reporting the proper paperwork to any government agency in accordance to the rules.
8. The vendor's functional operation site / satellite office shall operate within a radius limit of 75 miles of Martin County, Florida.

b. Coordination

1. The vendor shall coordinate with the Martin County's Chief Plant Operator (CPO), Treatment Plant Manager (TOM), or Treatment Plant Administrator (TPA), or their designee (County project manager) to ensure that all scheduling meets all deadlines and needs.
2. The vendor shall dedicate a project manager, whom will be directly responsible for the management of MCU service needs.
3. The vendor shall provide a secondary staff member to assist in the absence of the project manager.
4. The vendor shall not perform any work unless approved by the TPA, TOM, or CPO.
5. The vendor shall provide an invoice for services in a timely manner, and provide a detailed monthly Microsoft Excel report list to Martin County staff members. This will allow county staff to monitor work services, and track a dollar amount of those services.
6. In acts of God, such as fires, floods, hurricanes, or other circumstances beyond control, the vendor shall use best professional practices to avoid delays or failures in performance.

c. Details of materials, schedule, and transportation

1. All chemicals costs will be at the cost of the vendor.
2. All transportation costs shall be included in the bid. There shall be no additional mobilization fees.
3. The County reserves the right to request the vendor to return to the job site for any warranty work in reasonable time period.

d. Preparation and submittal of reports

1. Reports shall be prepared and delivered to Martin County's Treatment Plant Administrator via email, or hand delivered in a routine turnaround basis. Other staff member may be added to the distribution list over a period of time.
2. All paperwork / reports shall be delivered in a portable document format (PDF), and hard copies must be sent to the TPA for payment verification.
3. Analysis and reports provided shall be prepared in a professional manner and suitable for review.

Contract Award

The bid will be awarded to the vendor deemed to be responsible, responsive in accordance with the qualifications, with the lowest bid for service costs.

The maximum total value of this contract shall not exceed \$875,000.

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be extended for two additional 1-year terms, if needed, for a total maximum term of five years. The awardee agrees to this condition by signing their bid.

Martin County will not be held to any minimum/maximum quantities or dollars during the term of Contract.

"EXHIBIT B"

RFB#2012-2540

WELLFIELD PERFORMANCE MAINTENANCE & REHABILITATION

Bidder Name: Aggriter Maintenance + Performance Systems, Inc.

ITEM NO.	DESCRIPTION	UOM	UNIT PRICE
1	Well Drill Ability to drill reverse and mud rotary	Per foot	382.05
2	Well Service Rig Minimum of 20 ton crane with support vehicle and 3 man crew	Per hour	198.00
3	Pump Service Rig Boom truck (15 ton) with support vehicle and 2 man crew	Per hour	125.00
4	Cement work or demolition Break up/demo site and remove all debris	Per hour	45.00
5	On site welding unit Certified welder capable of mig, stick, tig and spray welding	Per hour	65.00
6	Machine shop welding Certified welder capable of mig,stick,tig and spray welding	Per hour	55.00
7	Pump/Well technician Certified technician	Per hour	85.00
8	Chemical treatment Stabilized sodium hypochlorite will be injected into the well PPM volumes & pH range will be determined on a per well basis.	Per hour	80.00
9	Well abandonment Performed in accordance with SFWMD specifications (includes permit)	Per hour	115.00
10	Specific capacity test, before and after rehabilitation Performed at production GPM	Per hour	75.00
11	Biological Activity Reaction Tests (BART's)	Each	65.00
12	Wire to water pump efficiency test	Each	20.00
13	Vibration infared photography analysis	Per motor	100.00
14	Extra sand testing not during well development or pump testing Performed with Rossum sand tester	Each	35.00
15	Silt density index test (passing only, SDI less than 3)	Each	135.00
16	Well development and redevelopment Development performed with 600 to 750 CFM Air Compressor	Per hour	180.00
17	Clean casing and screen with casing scraper and brush	Each	800.00
18	Chemical disinfection of well after rehabilitation Performed in accordance with AWWA 654-03	Per hour	175.00
19	Pump/motor retrieval All tools, equipment necessary to retrieve equipment	Per hour	135.00
20	Miscellaneous work as needed, normal business hours	Per hour	125.00
21	Miscellaneous work as needed, non normal business hours	Per hour	175.00
22	Flow meter maintenance and calibration Performed by a SFWMD certified technician	Per hour	85.00
23	Deep well pump and maintenance	Per hour	185.00
24	Well/pump/motor maintenance and/or repairs Performed by certified technician	Per hour	85.00
25	Raw water disposal	Per hour	30.00
26	Pump test	Per hour	110.00
27	Chlorine maintenance of wells	Each	225.00
28	Monthly monitoring Record static levels, pumping levels, drawdowns, specific capacity and psi on all wells	Per well	100.00
29	Quarterly well monitoring reports Comprehensive report with graphs compiling all monitoring information for each well	Per report	275.00
30	Water storage tank residual cleaning Clean robotically while the tank remains in service.	Per tank	4,500.00
31	Tank/Clear well Inspections Inspect tank with remote operated submarine while tank remains in service	Per tank	3,800.00
32	Sealed comprehensive engineer reports Performed by a licensed engineer per DEP requirements	Per tank	3,100.00
33	360 Degree color video survey	Each	450.00
34	Dynamic downhole video surveys	Each	1,300.00

RFB#2012-2540
WELLFIELD PERFORMANCE MAINTENANCE & REHABILITATION

Bidder Name: _____

	Provide pump & equipment to perform video survey while well is pumping		
37	Mobilize, demobilize & cleanup	Per well	550.00
38	Remove & reinstall fencing to original condition	Each	25.00
39	Wellhead/pump removal & reinstallation	Each	1,900.00
40	Well acidification	Each	1,890.00
	Well will be equipped with a sealed wellhead including psi gauge, blow off valve, tank & braden head. Acid blends shall consist of hydrochloric, sulfuric (as an extender), citric (as a chelating agent) and chemical (used to help extend and suspend debris removal). Percentages of acids to be used will not exceed 10% of total volume injected. All chemicals to be NSF approved.		
Total Bid			\$ 21,936.00
41	Percent of Markup for parts supplied & installed	%	13

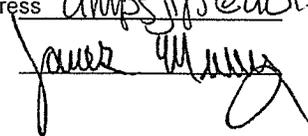
INSTRUCTIONS

Bids to include one original and one copy.

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

BID SIGNATURE SECTION

THIS FORM MUST BE RETURNED WITH BID. FAILURE TO SIGN BID MAY RESULT IN DISQUALIFICATION OF SUBMITTAL.

Firm Name	<u>Aggstar Maintenance + Performance Sys, Inc</u>	Telephone	<u>(561) 494-2844</u>
Name (Print)	<u>James Murray</u>	Fax	<u>(561) 494-2944</u>
Title	<u>President</u>	Federal Employer ID#	<u>65-0571672</u>
Street Address	<u>7146 Haverhill Rd N.</u>	E-mail Address	<u>amperjip@aol.com</u>
City, State Zip	<u>W. Palm Beach, FL 33407</u>	Authorized Signature	



RENEWAL TO AGREEMENT FOR GOODS AND SERVICES

THIS RENEWAL is made and entered into this 23rd day of July, 2015 by and between MARTIN COUNTY, a political subdivision of Florida ("COUNTY"), and AMPS, INC.(CONTRACTOR).

WITNESSETH

WHEREAS, the COUNTY and CONTRACTOR entered into an Agreement for Goods and Services to provide Wellfield Maintenance & Rehab pursuant to Martin County Contract #RFB2012-2540 dated July 23, 2012, and;

WHEREAS, Section 3 of the Agreement provides for the option to renew for an additional year, and;

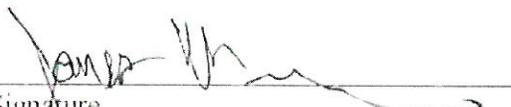
WHEREAS, the COUNTY and CONTRACTOR desire to exercise the option to renew that Agreement.

NOW THEREFORE, in consideration of the premises and the mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed as follows:

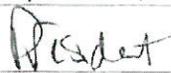
1. The COUNTY exercises its option to renew this Agreement for one year pursuant to Section 3 of the Agreement.
2. The CONTRACTOR agrees to this renewal.
3. The Agreement is hereby renewed until July 22, 2016. Pricing and all remaining terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.
4. This Contract shall be effective beginning on the date first written above notwithstanding it or some of the Contract documents being signed on a different date.

IN WITNESS WHEREOF, the parties hereto have executed this renewal of this Agreement as of the date first set forth above.

AMPS, INC.



 Signature


 Printed Name


 Title

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



 Nicole Carey
 Purchasing Manager

**APPROVED AS TO FORM AND
CORRECTNESS BY COUNTY ATTORNEY**



AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC.

7146 Haverhill Road N. • West Palm Beach, FL 33407 • 561-494-2844

April 18, 2016

City of Lake Worth
Water Treatment Plant
301 College Street
Lake Worth, FL 33460
Attn: Tim Sloan

**Re: MARTIN COUNTY UTILITIES
CONTRACT #RFB-2012-2540**

Aquifer Maintenance & Performance Systems, Inc. (AMPS, Inc.) agrees to allow the City of Lake Worth to piggyback our existing contract with Martin County Utilities (contract RFB#2012-2540) with the same specifications & pricing.

If you have any questions about the above information or if we may be of any further assistance please don't hesitate to call. Thank you.

Sincerely,
Jim Murray
Jim Murray
President

FOR YOUR TOTAL PUMP & WELL FIELD NEEDS



AGENDA DATE: June 7, 2016

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Purchase Authorization of a compact rear loader Refuse truck

SUMMARY:

The Purchase Authorization will allow the Refuse Division to purchase an 8 cubic yard compact rear loading collection vehicle in an amount not to exceed \$94,000. This is budgeted in the current FY.

BACKGROUND AND JUSTIFICATION:

The Refuse Division is actively engaged in the collection, transport, and disposal of the City's residential and commercial waste. The reliability of the Division's fleet is paramount to the operational goals and daily needs of the Division and the City is seeking to purchase a compact rear loader truck for safer and more efficient service to the downtown customers as well as other tight corridors, such as alleyways throughout the City's commercial and industrial areas.

The compact size of the rear loader makes it the optimal piece of equipment to safely navigate, collect, and maneuver through the tight spaces of alleyways and downtown corridors thus providing exceptional service to the customers of the City.

The 8CY Isuzu New Way Rear Loader truck is being purchased through the Florida Sheriff's Association Cooperative Purchase Agreement at a price not to exceed \$94,000. The full link for the Sheriff's Association can be found here to review the specifications:

<https://www.flsheriffs.org/uploads/15-13-0904%20Bid%20Award%20Document%20Revised%203-28-16.pdf>

MOTION: I move to approve/not approve the purchase of new Refuse Division truck through the Florida Sheriff's Association Cooperative Purchase Agreement at a price not to exceed \$94,000.00.

ATTACHMENT(S):

Fiscal Impact Analysis

Isuzu New Way 8CY Rear Loader Quotation

FISCAL IMPACT ANALYSIS

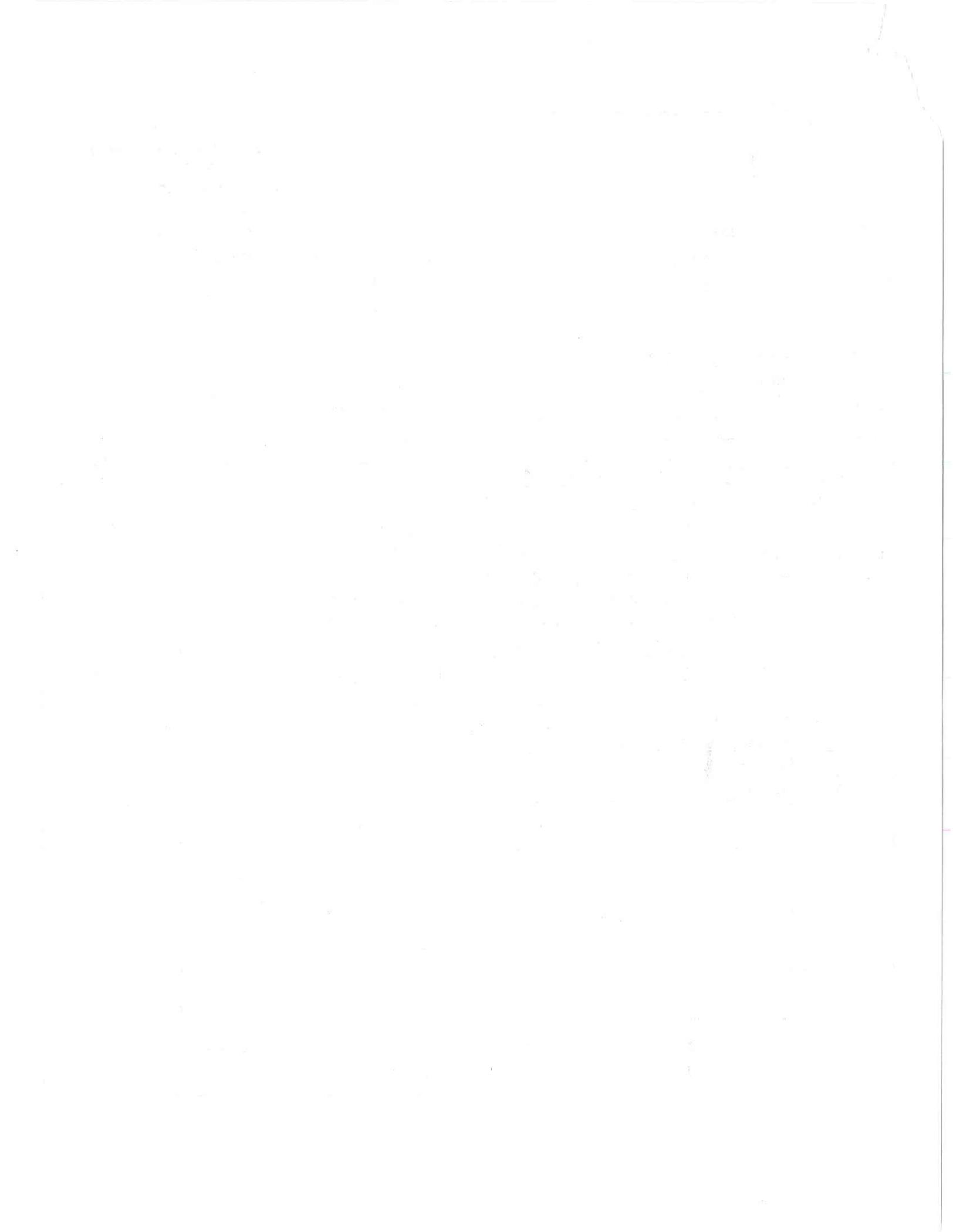
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	94,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	94,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services					
Account Number	Account Description	FY2016 Budget	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
410-5081-534-64-30	Machinery and Equipment/Vehicles	625,000	107,051	-94,000	13,051

C. Department Fiscal Review: __JB__



DIAMONDBACK™

S E R I E S



DIAMONDBACK™

The New Way™ Diamondback™ is poised to strike with a vicious bite. Offering outstanding compaction of 800 lbs. per yd³ on the standard unit and up to 1,000 lbs. per yd³ on the HC Model. The Diamondback™ is available in six or eight cubic yard capacities coming standard with a range of features that are options on most competitor's units. Adaptable to all residential cart tipplers.



A Product of **Scranton Mfg. Co., Inc.** • 101 State Street • Scranton, IA 51462 • T 800.831.1858 • F 712.652.3399 • www.newwaytrucks.com

DIAMONDBACK™ SPECIFICATIONS

GENERAL SPECIFICATIONS (STANDARD)

Model	6 RL	8 RL	6HC RL	8HC RL
Body Capacity	6 yd ³	8 yd ³	6 yd ³	8 yd ³
*Body Width (A)	75"	75"	75"	75"
Body Length (B)	161"	189"	161"	189"
Body Height (C)	61"	61"	61"	61"
**Approx. Body Weight	5,840 lbs.	6,130 lbs.	5,985 lbs.	6,275 lbs.
Hopper Capacity	1 yd ³	1 yd ³	1 yd ³	1 yd ³
Hopper Opening Width	54"	54"	54"	54"
Loading Sill Height	3.5" below frame	3.5" below frame	3.5" below frame	3.5" below frame
Hopper Cycle Time (sec)	8-10	8-10	14-18	14-18

HYDRAULIC CYLINDER SPECIFICATIONS (STANDARD)

Model	6 RL	8 RL	6HC RL	8HC RL
Slide Cylinders (2)	2.5"	2.5"	3"	3"
Sweep Cylinders (2)	2.5"	2.5"	3"	3"
Tailgate Cylinders (2)	2.5"	2.5"	2.5"	2.5"
Ejection Cylinder	5.5"	6.5"	5.5"	6.5"

MINIMUM CHASSIS SPECIFICATIONS (STANDARD)

Model	6 RL	8 RL	6HC RL	8HC RL
***Minimum GVWR	14,250 lbs.	17,000 lbs.	18,500 lbs.	21,000 lbs.
Recommended Cab	84"	108"	84"	108"

*Body width is 85" with fenders

**Approximate Body Weight empty and exclusive of options

***Any Chassis sent to Scranton Manufacturing with less than the minimum guideline requirements will not be mounted.
(Chassis must be capable of carrying the net weight of the body plus the weight of the refuse collected.)

BODY CONSTRUCTION

	6-8 RL	6-8HC
- Roof	10 GA*	10 GA*
- Sides	10 GA*	10 GA*
- Floor (upper)	10 GA*	10 GA*
- Floor (lower)	1/4"	1/4"
- Ejection Blade	10 GA*	10 GA*
- Sweep Blade	1/4"	1/4"
- Tailgate 10 GA*	10 GA*	10 GA*
- Tailgate Liner	N/A	10 GA*
- Hopper Floor	1/4"	1/4"

*50,000 PSI • 80,000 PSI

HYDRAULIC SYSTEMS

	US	Metric
- Oil Reservoir	22 gal	83 L
- Min. Accept. Oil Flow	17 GPM	65 LPM
- Oil Flow w/std Pump	20 GPM	76 GPM

All models and specifications subject to change.

Visit us online at newwaytrucks.com for the latest updates.

HYDRAULIC SYSTEMS (cont.)

	6-8 RL	6-8HC
- Max. Oper. Pressure	1,800 PSI	2,000 PSI
- Engine RPM for STD GPM	1,200-1,500	
- Hydraulic Hoses	4 to 1 Burst	
- Spin On Hyd. Filter	10 micron	

STANDARD EQUIPMENT

- Semi Automatic Cycling
- Auto Back Pack
- Auto-Lock Tailgate
- Back Up Alarm
- Light Bar
- ICC Lights and Reflectors
- Sight Gauge on Oil Tank
- Oil Pressure Gauge
- Chrome Cylinders
- Side Access Door
- Driver Alert Buzzer
- Tailgate Ajar Indicator
- Riding Steps on Rear
- Prime Paint

OPTIONAL EQUIPMENT

- Special Lighting
- PTO & Pump
- Finish Paint
- Container Lifts w/Flared Tailgate

AUTHORIZED DEALER



A Product of **Scranton Mfg. Co., Inc.** • 101 State Street • Scranton, IA 51462
T 800 831 1858 • F 712 652 3399 • www.newwaytrucks.com



AGENDA DATE: June 7, 2016

DEPARTMENT: City Manager's Office

EXECUTIVE BRIEF

TITLE:

Interlocal Agreement with Palm Beach County regarding the one cent sales tax.

SUMMARY:

Municipalities located in Palm Beach County will be eligible to receive a portion of funds to be used for essential public services projects including, but not limited to, roads, bridges, sidewalks, streetlights, drainage and parks and recreational facilities.

BACKGROUND AND JUSTIFICATION: The County intends to authorize by Ordinance the imposition of a one percent (1.0%) local government infrastructure sales surtax upon taxable transactions occurring in Palm Beach County and has provided for distribution of the proceeds from the Surtax subject to the outcome of a countywide referendum on November 8, 2016.

MOTION: I hereby approve/do not approve the execution of the Interlocal Agreement with Palm Beach County regarding the one cent sales tax.

ATTACHMENT(S):

Fiscal Impact Analysis

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

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

C. Department Fiscal Review: _____

INTERLOCAL AGREEMENT AMONG PALM BEACH COUNTY, THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, AND THE SIGNATORY MUNICIPALITIES PERTAINING TO THE SHARED DISTRIBUTION AND USE OF THE ONE CENT LOCAL GOVERNMENT INFRASTRUCTURE SURTAX

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of this ___ day of _____, 2016, by and between **PALM BEACH COUNTY** (“County”), a political subdivision of the State of Florida, **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic of the state of Florida (“School Board”), and the signatory municipalities (collectively referred to hereinafter as **“MUNICIPALITIES”**):

WITNESSETH:

WHEREAS, pursuant to section 212.055(2), Florida Statutes (2015), the County intends to authorize by Ordinance the imposition of a one percent (1.0%) local government infrastructure sales surtax (“Surtax”) upon taxable transactions occurring in Palm Beach County and has provided for distribution of the proceeds from the Surtax subject to the outcome of a countywide referendum on November 8, 2016; and

WHEREAS, the Municipalities are located within Palm Beach County, are eligible to receive a portion of the Surtax, represent a majority of the County’s municipal population, and desire to jointly establish with the County the distribution formula for the proceeds of the Surtax in accordance with section 212.055(2)(c)(1), Florida Statutes (2015); and

WHEREAS, section 212.055(2)(c)(1), Florida Statutes (2015), provides that this Agreement may include a school district with the consent of the county governing authority and

the governing bodies of the municipalities representing a majority of the county's municipal population; and

WHEREAS, the parties to this Agreement desire to work together in order to promote the safe, efficient, and uninterrupted provision of numerous essential public services provided by the County, the Municipalities, and the School Board, including but not limited to providing improvements to district-owned school buildings, equipment, technology and security; purchasing school buses; repairing, constructing and equipping roads, bridges, sidewalks, streetlights, signalization, parks, recreational and governmental facilities, drainage, and wastewater facilities; and purchasing public safety vehicles and equipment; and

WHEREAS, the parties to this Agreement shall each be responsible for the adoption of project lists that will be funded from the Surtax Proceeds, subject to future revisions by the governing body of each applicable entity.

NOW THEREFORE, in consideration of the promises, covenants, and commitments contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged set forth herein, the parties agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are true and correct and are hereby incorporated into and become a part of this Agreement.

SECTION 2. TERM.

This Agreement shall become effective when approved by the governing bodies of the County, the requisite number of Municipalities, and the School Board pursuant to section 212.055(2)(c)(1), Florida Statutes (2015). This Agreement shall remain in effect for the life of the Surtax imposed pursuant to the County Ordinance imposing the Surtax (the "Ordinance")

and until all Surtax Proceeds, as defined in Section 3 below, are expended by the respective parties.

SECTION 3. DISTRIBUTION PERCENTAGES.

(a) The Surtax Proceeds, defined as the collected Surtax less the amounts retained by the Florida Department of Revenue for administrative expenses pursuant to section 212.055(2), Florida Statutes (2015), derived from the Surtax levied and imposed by the County shall be distributed by the Department of Revenue directly to the parties to this Agreement as follows:

Recipient	Share of Total Proceeds
Palm Beach County	30.0%
School Board of Palm Beach County, Florida	50.0%
Municipalities within Palm Beach County	20.0% (to be divided proportionately among them based on population in the manner as set forth in Section 218.62(3), Florida Statutes; provided that the County's share received shall be as described herein and not pursuant to Section 218.62, Florida Statutes).

(b) Distribution of the Surtax Proceeds hereunder shall be made monthly by the Department of Revenue from the Discretionary Surtax Clearing Trust Fund directly to the County, the Municipalities, and the School Board as to their respective shares of Surtax Proceeds during the term of this Agreement commencing on or about January 2017 and each month thereafter during the term of this Agreement.

SECTION 4. USE OF SURTAX PROCEEDS.

The parties to this Agreement each certify that all Surtax Proceeds shall be expended

only as permitted by section 212.055(2), Florida Statutes and the ballot language of the November 8, 2016 referendum. The County, the Municipalities, and the School Board shall each be separately responsible for the adoption of project lists that will be funded from the Surtax Proceeds, subject to future revisions by the governing body of each applicable entity. Any future revisions of the resolution(s) of the individual parties shall not require an amendment to this Agreement or the joinder and consent of the other parties.

SECTION 5. CREATION OF CITIZEN OVERSIGHT COMMITTEES.

(a) The County, the Municipalities, and the School Board shall each separately provide for the creation of citizen oversight committees (“Committee” or collectively “Committees”) to provide for citizen review of their respective expenditure of Surtax Proceeds, as soon as possible after the Surtax becomes effective, but not later than the date on which Surtax funds are first expended. A Municipality may either participate in an oversight committee created by the Palm Beach League of Cities or create its own committee.

(b) The Committees shall serve as advisory and reporting bodies to the creating entities. Each creating entity shall establish specific duties and membership requirements governing Committee operations and participation.

(c) The Committees shall meet monthly, or as otherwise needed to fulfill their duties and responsibilities. Each Committee shall annually provide a report to the governing board of the entity which created it for acceptance.

(d) Committee members shall receive no compensation for the performance of their duties.

(e) The Committees, their members, and all their proceedings shall be governed by and comply with the provisions of the Florida Sunshine Law, Chapter 286, Florida Statutes, the

Florida Public Records Law, Chapter 119, Florida Statutes, and the Florida Ethics Code, Chapter 112, Florida Statutes, and all other applicable local or state statutes, ordinances, or rules.

SECTION 6. MUTUAL COOPERATION.

Each party agrees to work cooperatively and in good faith, individually and collectively, with the other parties to this Agreement on matters that are included and beyond the scope of this Agreement.

SECTION 7. MISCELLANEOUS.

(a) This Agreement is the entire agreement between the parties and all understandings and agreements are incorporated in this Agreement. This Agreement supersedes any prior agreements between the parties relating to Surtax.

(b) Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto.

(c) The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(d) Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request

served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

(e) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

(f) This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of laws provisions. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida.

(g) A copy of this Interlocal Agreement and all subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, upon its execution by all parties hereto.

SECTION 8. TERMINATION.

This Interlocal Agreement shall automatically terminate and be null and void in the event that any one of the following events occurs. Termination of this Interlocal Agreement pursuant to this Section shall result in the ballot question referenced herein not appearing on the November 8, 2016 General Election Ballot.

(a) The Board of County Commissioners does not enact the Ordinance as presented and revised on first reading on May 3, 2016 and amended to include an early termination

provision, on or before June 7, 2016, that provides as follows: Alternatively, this Ordinance shall “sunset” in the event that the total aggregate distributions of Surtax proceeds equal or exceed the amount of \$2,700,000,000 on or before September 1 of any year during the term of this Ordinance, in which event the Board shall take all necessary action to repeal this Ordinance and notify the Florida Department of Revenue prior to the applicable deadline so that the Surtax will not continue for the following calendar year.; or

(b) Municipalities representing a majority of the County’s municipal population do not approve this Interlocal Agreement on or before June 10, 2016; or

(c) The Board of County Commissioners or any municipality required to achieve a majority of the County’s municipality population approves an amendment to this Interlocal Agreement or rescinds its approval thereof prior to the date of the final approval of the Ordinance by the Board of County Commissioners on or before June 10, 2016; or

(d) The Board of County Commissioners, prior to the date of the referendum, amends the Ordinance in any substantive way from the version enacted as described in (a) above.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have caused this Local Government Infrastructure Surtax Interlocal Agreement to be duly executed in counterparts by their respective and duly authorized officers as of the date set forth above.

PALM BEACH COUNTY, FLORIDA

By: _____
Mary Lou Berger
Mayor

(SEAL)

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

**THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA**

By: _____
Chuck Shaw, Chairman

By: _____
Robert M. Avossa, Ed.D., Superintendent

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
School Board Attorney

CITY OF _____, FLORIDA

By: _____

Name: _____

Title: _____



AGENDA DATE: June 7, 2016

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

First amendments to the contracts for Annual Paving, Concrete Work, Striping & Signage, and Related Services.

SUMMARY:

The proposed first amendments will extend the existing contracts for Annual Paving, Concrete Work, Striping & Signage, and Related Services with Rosso Site Development, Inc., M&M Asphalt Maintenance, Asphalt Paving Systems and Adeimy Concrete.

BACKGROUND AND JUSTIFICATION: On June 18, 2014, the City awarded annual contracts to Rosso Site Development, M&M Asphalt Maintenance, Asphalt Paving Systems, and Adeimy Concrete for Paving, Concrete Work, Striping & Signage, and other related construction services on an as needed basis.

The initial contract term was for two years with the option to renew for an additional two, 12 month periods, for a total possible contract of 4 years. The City has awarded multiple Task Orders from these annual contracts that have provided for a more efficient and cost effective method of completing the work throughout the City.

The contracts are set to expire on June 18, 2016 and staff is recommending the renewal and approval of the first amendments to the contracts extending them to June 18, 2017.

MOTION: I move to approve / not approve the First Amendments to the contracts with Rosso Site Development, M&M Asphalt Maintenance, Asphalt Paving Systems, and Adeimy Concrete for the Annual Contract for Paving, Concrete Work, Striping & Signage, and Related Services.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

First Amendment to contract for Rosso Site Development, Inc.

First Amendment to contract for M&M Asphalt Maintenance

First Amendment to contract for Asphalt Paving Systems

First Amendment to contract for Adeimy Concrete

**FIRST AMENDMENT TO AGREEMENT WITH ROSSO SITE
DEVELOPMENT, INC.
(Pavement, Concrete and Striping)**

THIS FIRST 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 ROSSO SITE DEVELOPMENT, INC., 1302 South J Street, Lake Worth, FL 33460 a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, the CITY issued Bid # PS-ST-13-14-116 for the maintenance and construction of roadways, sidewalks and driveways, concrete curbing, green area grading and sodding, ADA concrete ramps, and thermoplastic striping and signage ("services"); and,

WHEREAS, pursuant to a written Agreement dated June 18, 2014 ("Agreement" hereafter) the CONTRACTOR agreed to furnish the services, to the CITY for a two year term and also provided that the Agreement may be renewed for another two one year periods; and,

WHEREAS, the CITY and CONTRACTOR desire to renew the term of the Agreement for another one year term under the same terms and conditions and pricing set forth in the Agreement.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended to June 18, 2017
3. Entire Agreement. The CITY and the CONTRACTOR agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the City Manager.

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

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

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

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR:

ROSSO SITE DEVELOPMENT, INC.

By: [Signature]

[Corporate Seal]

Print Name: Blair Simpson

Title: Sec/Treas

STATE OF FL)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 26th day of April, 2016 by Blair Simpson, as Sec/Treas (title), of Rosso Site Development, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.



Julie L. Eimers
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF219019
Expires 4/9/2019

Julie L. Eimers

NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

ROSSIT-VC AGESSING

DATE (MM/DD/YYYY)

11/9/2015

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

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

PRODUCER Gateway - Acentria Insurance LLC 2430 West Oakland Park Blvd. Fort Lauderdale, FL 33311	CONTACT NAME: PHONE (A/C, No, Ext): (954) 735-5500 FAX (A/C, No): (954) 735-2852 E-MAIL ADDRESS: gateway@gatewayins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Rosso Site Development, Inc. Attn: Blair Simpson 1302 South J Street Lake Worth, FL 33460	INSURER A: Wesco Ins Company	NAIC # 25011
	INSURER B: Ohio Security Ins Co	24082
	INSURER C: Travelers	25674
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		WPP112463203	11/08/2015	11/08/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAS1656974170	11/08/2015	11/08/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WWC3172738	11/08/2015	11/08/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Equipment Floater			QT6602F918902TIL14	11/08/2015	11/08/2016	Rental Lmt	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Lake Worth is Additional Insured with respects to General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Lake Worth 7 N. Dixie Highway Lake Worth, FL 33460	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

**FIRST AMENDMENT TO AGREEMENT WITH M & M ASPHALT
MAINTENANCE, INC.
(Pavement, Concrete and Striping)**

THIS FIRST 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 M & M ASPHALT MAINTENANCE, INC., 1180 SW 10th Street, Delray Beach, FL 33444 a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, the CITY issued Bid # PS-ST-13-14-116 for the maintenance and construction of roadways, sidewalks and driveways, concrete curbing, green area grading and sodding, ADA concrete ramps, and thermoplastic striping and signage ("services"); and,

WHEREAS, pursuant to a written Agreement dated June 18, 2014 ("Agreement" hereafter) the CONTRACTOR agreed to furnish the services, to the CITY for a two year term and also provided that the Agreement may be renewed for another two one year periods; and,

WHEREAS, the CITY and CONTRACTOR desire to renew the term of the Agreement for another one year term under the same terms and conditions and pricing set forth in the Agreement.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended to June 18, 2017
3. Entire Agreement. The CITY and the CONTRACTOR agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the City Manager.

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

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

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

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

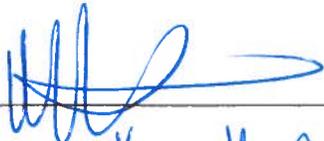
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR:

M & M ASPHALT MAINTENANCE, INC.

By:  _____

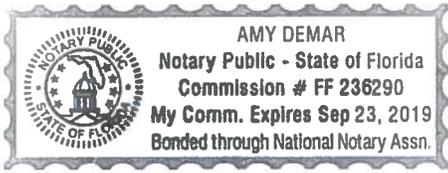
Print Name: Kenneth Goldberg

Title: President

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 12th day of May, 2016 by Kenneth Goldberg, as President (title), of M & M Asphalt Maintenance, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.




NOTARY PUBLIC

**FIRST AMENDMENT TO AGREEMENT WITH ASPHALT PAVING SYSTEMS,
INC.
(Pavement, Concrete and Striping)**

THIS FIRST 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 ASPHALT PAVING SYSTEMS, INC., 9021 Wire Road, Zephyrhills, FL 33540 a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, the CITY issued Bid # PS-ST-13-14-116 for the maintenance and construction of roadways, sidewalks and driveways, concrete curbing, green area grading and sodding, ADA concrete ramps, and thermoplastic striping and signage ("services"); and,

WHEREAS, pursuant to a written Agreement dated June 18, 2014 ("Agreement" hereafter) the CONTRACTOR agreed to furnish the services, to the CITY for a two year term and also provided that the Agreement may be renewed for another two one year periods; and,

WHEREAS, the CITY and CONTRACTOR desire to renew the term of the Agreement for another one year term under the same terms and conditions and pricing set forth in the Agreement.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended to June 18, 2017
3. Entire Agreement. The CITY and the CONTRACTOR agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the City Manager.

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

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

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

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR: ASPHALT PAVING SYSTEMS, INC.

By: _____

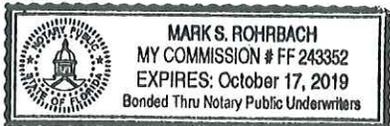
Print Name: ROBERT CAPOFERRI

Title: PRESIDENT

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 26TH day of APRIL, 2016 by ROBERT CAPOFERRI, as PRESIDENT (title), of Asphalt Paving Systems, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.



NOTARY PUBLIC

FIRST AMENDMENT TO AGREEMENT WITH WM. D. ADEIMY JR., INC.
(Pavement, Concrete and Striping)

THIS FIRST AMENDMENT ("Amendment" hereafter) is made as of the 26 day of April, 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 WM. D. ADEIMY JR., INC., 1201 Omar Road, West Palm Beach, FL 33405 a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, the CITY issued Bid # PS-ST-13-14-116 for the maintenance and construction of roadways, sidewalks and driveways, concrete curbing, green area grading and sodding, ADA concrete ramps, and thermoplastic striping and signage ("services"); and,

WHEREAS, pursuant to a written Agreement dated June 18, 2014 ("Agreement" hereafter) the CONTRACTOR agreed to furnish the services, to the CITY for a two year term and also provided that the Agreement may be renewed for another two one year periods; and,

WHEREAS, the CITY and CONTRACTOR desire to renew the term of the Agreement for another one year term under the same terms and conditions and pricing set forth in the Agreement.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended to June 18, 2017
3. Entire Agreement. The CITY and the CONTRACTOR agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the City Manager.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as

of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment.

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

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

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR: WM. D. ADEIMY JR., INC.

By: Wm D. Adeimy Jr.

[Corporate Seal]

Print Name: Wm D. ADEIMY JR.

Title: Pres.

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 26 day of April, 2016 by Wm D Adeimy Jr, as President (title), of WM. D. Adeimy Jr., Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.



ANDREA BARONE
MY COMMISSION # FF 238799
EXPIRES: August 20, 2019
Bonded Thru Budget Notary Services

Andrea Barone
NOTARY PUBLIC



AGENDA DATE: June 7, 2016

DEPARTMENT: Electric Utility

EXECUTIVE BRIEF

TITLE:

Sole Source Purchase Agreement with Stuart C. Irby Company for Copper Underground Cable.

SUMMARY:

The Sole Source Purchase Agreement authorizes the Electric Utility to obtain 3,000 feet of 750KCMIL, 25KV copper underground cable for use through Fiscal Year 2016 in an amount not to exceed \$67,740.

BACKGROUND and JUSTIFICATION:

The Electric Utility is in need of copper underground cable for inventory reserve and to be used as necessary in operations and maintenance of the electrical infrastructure. The City's standard and desired cable is manufactured by The Okonite Company. According to the attached letter from The Okonite Company, the City must utilize Stuart C. Irby Company as the sole distributor in Florida for said cable. The total amount of the purchase is not to exceed \$67,740, which is based on the anticipated requirements/usage for Fiscal Year 2016.

If approved, the Electric Utility requests that the purchase be made by standard City purchase order.

This agenda item was reviewed by the Electric Utility Advisory Board on February 3, 2016.

MOTION:

I move to approve/not approve the sole source purchase agreement with Stuart C. Irby Company for a price not to exceed \$67,740.00 by standard City purchase order.

ATTACHMENT(S):

Fiscal Impact Analysis
Stuart C. Irby Company Quote
The Okonite Company Sole Source Letter

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	67,740	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	67,740	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Electric Utility				
Account Number	Account Description	FY 2016 Balance	Agenda Item Expenditures	Balance
401-0000-141.0210	Warehouse Electric	3,051,575	-\$67,740	\$2,983,835

C. Department Fiscal Review: John E. Borsch, Electric Utility Director



Quotation

STUART C IRBY BR333 ORLANDO
 2300 PRINCIPAL ROW, SUITE 103
 ORLANDO FL 32837
 407-282-1486 Fax 407-855-4285

QUOTE DATE	ORDER NUMBER
12/21/15	S009243607
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

SOLD TO:
 CITY OF LAKE WORTH
 ACCTS PAYABLE
 7 NORTH DIXIE HWY.
 LAKE WORTH, FL 33460-3787

SHIP TO:
 CITY OF LAKE WORTH
 1900 2ND AVENUE NORTH
 LAKE WORTH, FL 33461-4298

ORDERED BY: GORDON

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
46586						Noah M Williams	
INSIDE SALESPERSON			REQD DATE	FRGHT ALLWD	SHIP VIA		
Joshua Smith			01/21/16	Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/UOM	Ext Amt
3000FT		1	*OKON 750 25KV CU OKOGUARD EPR CLASS B C-RD -SS- 320 - 055 SC EPR - THIRD NUETRAL SOLID COPPER CONC WIRES - 080 OKOLENE PE W/3 RED STRIPES - SEQ PRINT **Special Order Product** Your # 280-80-12744 PRICE IS \$22.580/FT LEAD-TIME: 13-14 WEEKS			22580.000M	67740.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.

Subtotal	67740.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	67740.00

** Reprint ** Reprint ** Reprint **



**THE
OKONITE
COMPANY**
www.okonite.com

10002 Princess Palm Avenue
Suite 104
Tampa, Florida 33619
TEL: (813) 627-9400
FAX: (813) 246-4705
E-Mail: tampa@okonite.com

October 13, 2015

CITY OF LAKE WORTH

LAKE WORTH, FLORIDA

ATTENTION: Gordon Hartman

REFERENCE: All Okonite Cable Products

This letter is to advise that Irby, Orlando is the only electrical distributor in Florida who is authorized to submit proposals to the City of Lake Worth for Okonite cable products.

Please contact me if you have any questions, or require clarification. Thank you.

Sincerely,

Mark Fazio

District Manager

The Okonite Company

Tampa, Florida



AGENDA DATE: June 7, 2016

DEPARTMENT: Electric Utility

EXECUTIVE BRIEF

TITLE:

Purchase Authorization of four (4) new 55' trucks for the Electric Utility.

SUMMARY:

The Purchase Authorization allows the Electric Utility to purchase four (4) new 55' material handling bucket trucks from Altec Industries, Inc., utilizing the National Joint Powers Alliance in an amount of \$881,812.

BACKGROUND AND JUSTIFICATION:

The Electric Utility has incurred costly repairs on its current fleet of bucket trucks due to age and boom deterioration. Two (2) of the bucket trucks have been removed from usage due to safety issues. The estimated cost to repair those trucks exceeds their value. The purchase of four (4) new trucks is essential to the operational goals of the Electric Utility; the new trucks will allow for better equipment reliability, productivity and safety.

The trucks will be purchased through the City's membership with the National Joint Powers Alliance (NJPA), a national purchasing cooperative. The NJPA has a competitively solicited purchase agreement with Altec Industries, Inc. (Altec). Altec has provided the City with a quote based on its NJPA agreement with each truck priced at \$220,453 and with a total purchase price for all four (4) trucks not to exceed \$881,812.

If approved, the purchase will be made by standard City purchase order with reference to the NJPA purchase agreement with Altec.

MOTION:

I move to approve / disapprove the purchase of four (4) new 55' Material Handling Bucket Trucks from Altec Industries, Inc., in an amount not to exceed \$881,812.

ATTACHMENT(S):

Fiscal Impact Analysis
Altec Quote
Vehicle Specification

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	881,812	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	881,812	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Electric Utility				
Account Number	Account Description	FY 2016 3 rd Bud Amend	Agenda Item Expenditures	Balance
401-6034-531-6430	T&D	881,812	-\$881,812	0.00

C. Department Fiscal Review: John Borsch



Opportunity Number:
 Quotation Number:
 NJPA Contract #: 031014-ALT
 Date:

Quoted for: City of Lake Worth
 Customer Contact:
 Phone: /Fax: /Email:
 Quoted by: Tyler Hardie
 Phone: /Fax: /Email: 816-676-4023/tyler.hardie@altec.com
 Altec Account Manager: Jenny Carlson

REFERENCE ALTEC MODEL

AM55	Overcenter Aerial Device with Material Handling (Insulated)	\$174,411
------	---	-----------

Per NJPA Specifications plus Options below

(A.) NJPA OPTIONS ON CONTRACT (Unit)

1	AM55-ESR	Extended Side Reach	\$3,231
2	AM55-AWD	All Wheel Drive	\$23,483
3	LR756-EDC1	Engine Start/Stop With Secondary Stowage System	\$2,584
4			

(A1.) NJPA OPTIONS ON CONTRACT (General)

1	MHW	HYDRAULIC FRONT WINCH. 1-speed. 20,000 lb. (Bare Drum) Capacity, Bumper Package. Planetary Drive Winch with Extended Shaft to Curbside. Bumper Package includes a Four-Way Roller, Gravel Guard, Access Door, Winch Dog, and Two (2) Tow Eyes. Winch Comes with 150' of 1/2" Cable with an Eye in One End. Air Controls are Located Inside the Cab and on the Front Winch.	\$7,746
2	D1	DRIVER CONTROLLED LOCKING DIFFERENTIAL	\$1,447
3			
4			
5			
6			
7			
8			

NJPA OPTIONS TOTAL: \$212,902

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Hydraulically Extensible Jib	\$1,001
2	UNIT & HYDRAULIC ACC	Aftermarket Installed Front Winch	\$3,550
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS		
8	OTHER		

OPEN MARKET OPTIONS TOTAL: \$4,551

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$217,453

Delivery to Customer: \$3,000

TOTAL FOR UNIT/BODY/CHASSIS: \$220,453

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 270-300 days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION:

Prepared for:
ALTEC INDUSTRIES
CORPORATE
210 INVERNESS CENTER DRIV
BIRMINGHAM, AL 35242
Phone: 205-408-8598

QUOTE ID
CORP33KX15-M PW AUTO AM55
AA755MH-AN

Prepared by:
Marc Montville
PEACH STATE FREIGHTLINER
1755 DRY POND ROAD
Jefferson, GA 30549
Phone: 888-339-5192

ALTEC INDUSTRIES CORPORATE,

The Attached quote is for Altec Stock 4x4 auto AA755MH AN. This will be a 2016 model year chassis with delivery 130 days from purchase.

Marc Montville

Prepared for:
ALTEC INDUSTRIES
CORPORATE
210 INVERNESS CENTER DRIV
BIRMINGHAM, AL 35242
Phone: 205-408-8598

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1755 DRY POND ROAD
Jefferson, GA 30549
Phone: 888-339-5192

Q U O T A T I O N

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	14,600# TAPERLEAF FRONT SUSPENSION
CUM ISB 6.7-250 250 HP @ 2300 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	4825MM (190 INCH) WHEELBASE
MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
23,000# AWD MULTI-LEAF SPRING REAR SUSPENSION	2250MM (89 INCH) REAR FRAME OVERHANG
MX-14-120 14,000# 1790MM KPI SINGLE FRONT DRIVE AXLE	

Prepared for:
ALTEC INDUSTRIES
CORPORATE
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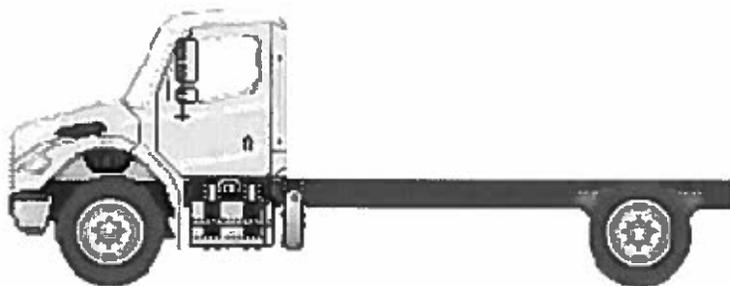
A proposal for
**ALTEC INDUSTRIES CORPORATE
STOCK AH AM**

Prepared by
PEACH STATE FREIGHTLINER
Marc Montville

Aug 06, 2014

**2016 Freightliner M2 106
4X4 @ 33,000 GVWR DERATE**

CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 124.45 in
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 119.95 in



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
 ALTEC INDUSTRIES
 CORPORATE
 210 INVERNESS CENTER DRIV
 BIRMINGHAM, AL 35242
 Phone: 205-408-8598

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 CORP33KX15-M PW AUTO AM55
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 PEACH STATE FREIGHTLINER
 1755 DRY POND ROAD
 Jefferson, GA 30549
 Phone: 888-339-5192

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-03M	M2 PRL-03M (EFF:01/25/12)		
Data Version			
DRL-001	SPECPRO21 DATA RELEASE VER 001		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,775	3,535
004-215	2016 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 13000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 20000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 45000.0 lbs		

Prepared for:
 ALTEC INDUSTRIES
 CORPORATE
 210 INVERNESS CENTER DRIV
 BIRMINGHAM, AL 35242
 Phone: 205-408-8598

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Prepared by:
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 PEACH STATE FREIGHTLINER
 1755 DRY POND ROAD
 Jefferson, GA 30549
 Phone: 888-339-5192

Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-006	UTILITY BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 1.0 ft		
AE2-99D	EXPECTED TRUCK BODY WIDTH : 96.0 in		
A89-99D	BRAKING-EXPECTED CAB TO BODY CLEARANCE : 3.0 in		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-2NT	CUM ISB 6.7-250 250 HP @ 2300 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM		
Electronic Parameters			
79A-071	71 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-013	2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14		
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		

Prepared for:
 ALTEC INDUSTRIES
 CORPORATE
 210 INVERNESS CENTER DRIV
 BIRMINGHAM, AL 35242
 Phone: 205-408-8598

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 AA755MH-AN

Prepared by:
 Marc Montville
 PEACH STATE FREIGHTLINER
 1755 DRY POND ROAD
 Jefferson, GA 30549
 Phone: 888-339-5192

Data Code	Description	Weight Front	Weight Rear
292-1D8	(2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 1900 CCA THREADED STUD BATTERIES, NON FCCC ONLY		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
N 237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-035	HORTON HT650 FRONTAL AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		

Prepared for:
 ALTEC INDUSTRIES
 CORPORATE
 210 INVERNESS CENTER DRIV
 BIRMINGHAM, AL 35242
 Phone: 205-408-8598

QUOTE ID
 CORP33KX15-M PW AUTO AM55
 AA755MH-AN

Prepared by:
 Marc Montville
 PEACH STATE FREIGHTLINER
 1755 DRY POND ROAD
 Jefferson, GA 30549
 Phone: 888-339-5192

Data Code	Description	Weight Front	Weight Rear
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR		
103-004	ANTIFREEZE TO -34F, NOAT EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-022	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-022	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
362-1Y2	(2) CUSTOMER INSTALLED MUNCIE CS10 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		

Prepared for:
 ALTEC INDUSTRIES
 CORPORATE
 210 INVERNESS CENTER DRIV
 BIRMINGHAM, AL 35242
 Phone: 205-408-8598

QUOTE ID
 CORP33KX15-M PW AUTO AM55
 AA755MH-AN

Prepared by:
 Marc Montville
 PEACH STATE FREIGHTLINER
 1755 DRY POND ROAD
 Jefferson, GA 30549
 Phone: 888-339-5192

Data Code	Description	Weight Front	Weight Rear
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
375-006	MERITOR MTC-4210 AND MTC-4213 TRANSFER CASE OIL COOLER	20	
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
373-036	MERITOR MTC 4210XL 2-SPEED TRANSFER CASE	375	375
376-001	TRANSFER CASE SHIFT CONTROLS WITH TRANSFER CASE PTO ON/OFF SWITCH WHEN APPLICABLE		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1D5	MX-14-120 14,000# 1790MM KPI SINGLE FRONT DRIVE AXLE	1,200	
398-557	5.57 FRONT AXLE RATIO		
389-079	MXL 16T MERITOR EXTENDED LUBE FRONT STEERING AXLE DRIVELINE WITH HALF ROUND YOKES		
402-087	MERITOR 16 5X5 Q+ MX DRIVE AXLE CAST SPIDER HEAVY DUTY CAM FRONT BRAKES	60	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-015	MERITOR CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS		
409-010	FRONT GREASE SEAL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE		

Front Suspension

620-010	14,600# TAPERLEAF FRONT SUSPENSION	170	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		

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Data Code	Description	Weight Front	Weight Rear
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
* 420-1N0	MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE DERATE CHASSIS TO 33,000 GVWR		170
421-557	5.57 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
382-073	MXL 17T MERITOR EXTENDED LUBE INTERTRANSMISSION DRIVELINE WITH HALF ROUND YOKES		
87B-007	ALL WHEEL DRIVE WIRING WITHOUT DRIVER CONTROLLED DIFFERENTIAL LOCK FOR SINGLE REAR AXLE		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1FX	23,000# AWD MULTI-LEAF SPRING REAR SUSPENSION		140
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD U-BOLT PAD		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		

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Data Code	Description	Weight Front	Weight Rear
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-011	PETCOCK DRAIN VALVES ON ALL AIR TANK(S)		

Trailer Connections

914-025	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS		
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		

Wheelbase & Frame

545-482	4825MM (190 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	70	130
552-053	2250MM (89 INCH) REAR FRAME OVERHANG		
55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-30	130
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 124.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 119.95 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 308.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 124.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 117.07 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 123.42 in		

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Data Code	Description	Weight Front	Weight Rear
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
* 572-001	STANDARD REARMOST CROSSMEMBER		
	572-998 DELETE REAR MOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		

Chassis Equipment

556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
* 605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME		

Fuel Tanks

204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-077	ALLIANCE FUEL FILTER/WATER SEPARATOR WITH HEATED BOWL AND PRIMER PUMP		
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		

Tires

093-2JA	GOODYEAR G731 MSA DURASEAL 11R22.5 16 PLY RADIAL FRONT TIRES	42	
094-1KR	GOODYEAR G282 MSD 11R22.5 16 PLY RADIAL REAR TIRES		92

Hubs

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Data Code	Description	Weight Front	Weight Rear
418-015	MERITOR IRON FRONT HUBS		
450-056	CONMET PRESET PLUS IRON REAR HUBS		
Wheels			
502-717	ACCURIDE 50408 ACCU-LITE 22.5X8 25 10-HUB PILOT 6.16 INSET 2-HAND STEEL DISC FRONT WHEELS	-20	
505-717	ACCURIDE 50408 ACCU-LITE 22.5X8 25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		-40
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-009	RUBBER CAB MOUNTS		
678-001	LH AND RH GRAB HANDLES		
646-009	PAINTED PLASTIC GRILLE		
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-001	(5) AMBER MARKER LIGHTS		
N 311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		

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Data Code	Description	Weight Front	Weight Rear
275-063	2-STAGE ELECTRIC HORN AND HAZARD LAMP ALERT CONTROLLED BY PARTICULATE FILTER REGENERATION REQUIRED STATUS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
693-003	PLASTIC MANIFEST BOX - LH DOOR		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		

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Data Code	Description	Weight Front	Weight Rear
756-1J1	BASIC HIGH BACK NON SUSPENSION DRIVER SEAT WITH FORE AND AFT ADJUSTMENT		
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-006	3 POINT DRIVER AND PASSENGER AND 2 POINT CENTER FRONT SEAT BELT RETRACTORS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE LIGHT AND BUZZER
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-011	ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY: 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT
* 33U-001	PREWIRE PACKAGE FOR ALTEC CONTROL MODULE AND CHASSIS INTERFACE

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Data Code	Description	Weight Front	Weight Rear
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-1A9	AM/FM RADIO WITH FRONT AND REAR AUXILIARY INPUTS AND J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
81Y-001	PRE-FLIGHT, ALL OUTPUTS FLASH WITH SMART SWITCH		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000 PAINT: ONE SOLID COLOR

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Data Code	Description	Weight Front	Weight Rear
Color			
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		

Certification / Compliance	
996-001	U S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Secondary Factory Options	
998-001	CORPORATE POI CENTER IN-SERVICE ONLY

T O T A L V E H I C L E S U M M A R Y

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight*	8069 lbs	4602 lbs	12671 lbs
Total Weight*	8069 lbs	4602 lbs	12671 lbs

Extended Warranty	
WAG-051	TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 6 MONTHS/UNLIMITED MILES/KM, \$550 CAP

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.

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April 5, 2016
Our 87th Year

Ship To:
ALTEC INDUSTRIES PLANT 337 MW FINAL ASSEMBLY
MIDWEST FINAL ASSY
2106 S RIVERSIDE RD
Saint Joseph, MO 64507-0000
US

Bill To:
ALTEC INDUSTRIES PLANT 337 MW FINAL ASSEMBLY
MIDWEST FINAL ASSY
2106 S RIVERSIDE RD
Saint Joseph, MO 64507-0000
US

Attn:
Phone: 816-236-1328
Email:

Altec Sales Order: 3113929
Altec Quotation Number: 319460 - 1
Run Number: 1026347
Account Manager:
Technical Sales & Support: Tyler Scott Hardie
Reference WO:
Customer Inspection:
Line Set Date:

X7 Discrete Job: 35680381
X7 Configured Item: 000000000-2956946
Quantity: 1
X4 Discrete Job: 35698686
X4 Configured Item: 000093010-2956940
System Engineer: Brandon Hatley
Structural Engineer: Kristine Thompson

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	206 Altec Model AM55E articulating overcenter aerial device with an insulating lower arm, insulating upper boom and the Altec ISO-Grip (U.S. Patent No. 7,416,053) system, an upper control system incorporating high resistance components at the boom tip, for installation over rear axle, built in accordance to ALTECS standard specifications and to include the following features:	1
2.	375 - Automatic Upper Boom Latch	1
3.	217 - Single, Two-Man Side-Mounted Platform - 24 X 48 X 42 Inches (610 X 1219 X 1067 Mm); Platform Is Rated Up To 800 Pounds (363 Kg). Platform Rotates 90 Degrees To End Of Boom With Altec Patented Rotator. Includes Two Sets Of Quick Disconnects And Controls For Hydraulic Tools.	1
4.	Soft Platform Cover For Two Man Platform (24x48)	1
5.	259 - Polyethylene Platform Liner For Two Man Platform, 50 Kv Rating (Minimum)	1
6.	237 - Platform Capacity Rating Of 300 Lbs. Per Operator, 300 Lbs. For Single Man Platform, 600 Lbs. For Two Man Platform	1
7.	338 - Pilot Pressure - System Operates At 350 To 3,000 Psi (24 To 207 Bar), And 17 Gpm (64.4 Lpm). System Is Closed Center, Pressure Compensating.	1
8.	Twist style single handle controller. The controller is positioned so that when you are standing in the platform with the platform in the stowed position facing the controller the handle points towards the elbow of the unit and the head of the controller points toward rear of the truck. Unit rotation is driven by a twist action of the control handle. This style of controller is only available with a pilot pressure system.	1
9.	219 - Hydraulic Extend Jib - Material Handling, Hydraulically Articulated Jib, -30 Degrees	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	To +90 Degrees Tilt Angle (Relative To The Upper Boom). Jib Can Be Hydraulically Extended To 54.4 Inches (1382 Mm) From Mounting Shaft To Load Line. The Jib Is Hydraulically Extended And Retracted In Two 18 Inch (457 Mm) Increments For A Total Of 36 Inches (914 Mm) Under Full Load.	
10.	235 - Medium Jib Rating - Applied To E Version Machines With The Lower Boom Beyond 100 Degrees, This Rating Strikes A Balance Between Finished Vehicle Weight And Jib Capacity. Note: Only Available On Single 2-Man Platform Configurations.	1
11.	393 - 12 VDC Electrical System Voltage	1
12.	Engine Start/Stop with Secondary Stowage System, 12 VDC electric powered. Includes pump and motor, operates from chassis battery. Control is captive air operated from the platform and momentary switch operated from the lower controls. This option allows the operator to start and stop the operation of the units as well as completely stow the booms and platform in a situation wherein the primary hydraulic source fails.	1
13.	470 - Primary Outrigger, X-Frame With Fold-Up Shoe - Provides 174 (4429 Mm) Maximum Spread And Weighs 1,500 Pounds (680 Kg)	1
14.	450 - Auxiliary Outrigger, A-Frame With Fold-Up Shoe - Provides 153 (3886 Mm) Maximum Spread And Weighs 1,350 Pounds (612 Kg)	1
15.	320 - Category B, 46 kV And Below - Includes Lower Test Electrode System	1
16.	Powder coat unit Altec White.	1
<u>Unit and Hydraulic Acc.</u>		
17.	AM50/50E/55/55E/60/60E Series Unit Installation Components	1
18.	Hook, Material Handling, 1-Ton With Latch, Installed On End Of Aerial Winch Line	1
19.	Standard 1" Space between Subbase and frame for hose routing and ease of maintenance.	1
20.	Reservoir, 30 Gallon, Triangular, Mounted in Cargo Area	1
21.	AM50/55/60/50E/55E/60E Subbase	1
22.	HVI-22 Hydraulic Oil (Standard).	35
23.	Standard Pump For PTO	1
24.	Hot shift PTO for automatic transmission	1
25.	Muncie PTO (Altec Standard)	1
26.	Standard PTO/Transmission Functionality for Automatic Transmissions - If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1
<u>Body</u>		
27.	170 inch Large Universal Aerial Body with outrigger housings, suitable for installing on any 4x4 chassis with an approximate CA dimension of 120 inches, built in accordance with the following specifications:	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
A.	Basic body fabricated from A40 grade 100% zinc alloy steel.	
B.	All doors are full, double paneled, self-sealed with built-in drainage for maximum weather-tightness. Stainless steel hinge rods extend full length of door.	
C.	All doors are to contain stainless steel flush type, single point, two-stage rotary paddle latches with recessed handles, including keyed locks and strikers. Door latches are bolted to the outer door panel.	
D.	Heavy-gauge welded steel frame construction with structural channel crossmembers and tread plate floor.	
E.	Possible contact edges are folded for safety.	
F.	Integrated door header drip rail at top for maximum weather protection.	
G.	Fender panels are either roll formed or have neoprene fenderettes mechanically fastened.	
H.	Steel treated for improved primer bond and rust resistance.	
I.	Automotive undercoating applied to entire underside of body.	
J.	Primer applied to complete interior and exterior of body.	
K.	Automotive type non-porous door seals fastened to the door facing.	
L.	170 inch overall body length.	
M.	94 inch overall body width.	
N.	46 inch overall body height.	
O.	18 inch body compartment depth.	
P.	Finish paint body Altec White at body manufacturer.	
Q.	2 inch x 6 inch drop-in wood cargo retaining board at rear of body.	
R.	2 inch x 6 inch drop-in wood cargo retaining board at top of side access step.	
S.	Gas shock type rigid door holders for vertical doors.	
T.	Standard master body locking system.	
U.	One (1) wheel chock holder installed in fender panel on each side of body.	
V.	Hotstick shelf extending from rear of first vertical to rear of body on streetside.	
W.	Two (2) hotstick brackets installed on street side.	
X.	Standard drop-down hotstick door for one (1) shelf on street side.	
Y.	1st vertical street side (LH) - Three (3) adjustable shelves with removable dividers on 4 inch centers.	
Z.	2nd vertical street side (LH) - Six (6) locking swivel hooks on adjustable rails. 1-4-1 configuration.	
AA.	3rd vertical street side (LH) - Six (6) locking swivel hooks on adjustable rails. 1-4-1 configuration.	
AB.	1st horizontal street side (LH) - One (1) adjustable shelf without removable dividers.	
AC.	Rear vertical street side (LH) - Outrigger housing.	
AD.	1st vertical curb side (RH) - Three (3) adjustable shelves with removable dividers on 4 inch centers.	
AE.	2nd vertical curb side (RH) - Five (5) locking swivel hooks on adjustable rails. 1-3-1 configuration.	
AF.	3rd vertical curb side (RH) - Gripstrut access steps with two (2) sloped grab handles.	
AG.	1st horizontal curb side (RH) - Two (2) adjustable shelves with removable dividers on 8 inch centers.	
AH.	Rear vertical curb side (RH) - Five (5) locking swivel hooks on fixed rails. 1-3-1 configuration.	
AI.	Rear vertical curb side (RH) - Outrigger housing.	
AJ.	Curbside compartment top access step installed in the cargo area behind side access step.	
AK.	24 inch long x 94 inch wide steel tailshelf with 3 inch high retainer rail around sides and rear, installed at rear of body.	

Body and Chassis Accessories

<u>Item</u>	<u>Description</u>	<u>Qty</u>
28.	24" L Steel Tailshelf, Width To Match Body	1
29.	3" Fixed Retaining Rail On Sides And Rear With Corner Wash-Out	1
30.	ICC (Underride Protection) Bumper Installed At Rear	1
31.	T-125 Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL)	1
32.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
33.	Glad Hands At Rear, Straight Type	1
34.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1
35.	Compartment Top Access Step from Body Floor	1
36.	Platform Access Step From Top of Body Compartment	1
37.	Platform Rest, Rigid with Rubber Tube	1
38.	Lower Boom Rest Weldment	1
39.	Mounting Brackets for Lights, Located on Lower Boom Rest	1
40.	Outrigger Pad Holder, 25" L x 25" W x 5" H, Fits 24.5" x 24.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	4
41.	Pendulum Retainers For Outrigger Pad Holders	4
42.	Mud Flaps With Altec Logo (Pair)	1
43.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1
44.	Dock Bumpers (Pair), Fixed Mounting (Rectangular Bumper), Installed At Rear Frame Rails So They Are The Furthest Point Back	1
45.	Slope Indicator Assembly For Machine With Outriggers	1
46.	Wood Outrigger Pad, 24" x 24" x 2.5", with Rope Handle	4
47.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	2
48.	Triangular Reflector Kit, Installed	1
49.	Vinyl manual pouch for storage of all operator and parts manuals	1
<u>Electrical Accessories</u>		
50.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
51.	Altec Standard Amber LED Strobe Light with Brush Guard	2

Sales Text: Install on boom stow

Last Updated By: Amber Albano on 10-NOV-2014 15:23

<u>Item</u>	<u>Description</u>	<u>Qty</u>
52.	Dual Tone Back-Up With Outrigger Motion Alarm	1
53.	Altec Standard Multi-Point Grounding System	6
54.	Copper U Shaped Grounding Lug (Threaded)	2
Sales Text: Install CS one on front bumper and one on rear frame rail Last Updated By: Amber Albano on 10-NOV-2014 15:23		
55.	7-Way Trailer Receptacle (Pin Type) Installed At Rear	1
56.	Relocate Trailer Receptacle Supplied With Chassis	1
57.	Electric Trailer Brake Controller (Kelsey Hayes #81741)	1
58.	PreWire Power Distribution Module (Includes Operators Manual)	1
59.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1
<u>Finishing Details</u>		
60.	Powder Coat Unit Altec White	1
61.	Finish Paint Body Accessories Above Body Floor Altec White	1
62.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
63.	Apply Non-Skid Coating to all walking surfaces	1
64.	English Safety And Instructional Decals	1
65.	Vehicle Height Placard - Installed In Cab	1
66.	Placard, HVI-22 Hydraulic Oil	1
67.	Dielectric test unit according to ANSI requirements.	1
68.	Stability test unit according to ANSI requirements.	1
69.	Focus Factory Build	1
Sales Text: Place holder for service upfits at Midwest service center. Adding front winch Last Updated By: Tyler S Hardie on 04-MAR-2016 14:14		
70.	Inbound Freight	1
71.	AM55E, Line Body, Freightliner M-2, 4x4, Automatic Transmission	1
<u>Chassis</u>		
72.	Altec Supplied Chassis	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
73.	2016 Model Year	1
74.	Freightliner M2-106	1
75.	4x4	1
76.	120 Clear CA (Round To Next Whole Number)	1
77.	Regular Cab	1
78.	Chassis Color - White	1
79.	Chassis Wheelbase Length - 201	1
80.	Cummins ISB	1
81.	250 HP Engine Rating	1
82.	Allison 3500 RDS Automatic Transmission	1
83.	GVWR 33,000 LBS	1
84.	13,000 LBS Front GAWR	1
85.	20,000 LBS Rear GAWR	1
86.	11R22.5 Front Tire	1
87.	11R22.5 Rear Tire	1
88.	Air Brakes	1
89.	016-1E6 - Freightliner Exhaust (Right-Horizontal-Undercab-Vertical)	1
90.	Freightliner - Clear Area Around Allison PTO Openings (362-1Y0) and (363-011)	1
91.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1
92.	Freightliner Heavy Duty Tail Light Wiring (353-027)	1
93.	Freightliner PTO Throttle Wiring for Automatic Transmission (163-004) (148-074) (87L-003)	1
94.	Freightliner/Allison Body Builder Connection (34C-001)	1
95.	Freightliner - Prewire chassis (33U-001)	1
96.	No Idle Engine Shut-Down Required	1
97.	120,000 Yield Strength (PSI)	1
98.	Vinyl Split Bench Seat	1
<u>Additional Pricing</u>		
99.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1

Altec Industries, Inc.

BY _____

Tyler Scott Hardie , Inside Sales Representative

<u>Item Number</u>	<u>Unselected Items Description</u>
970001042-	Delivery Of Completed Unit

Unselected By: Tyler S Hardie on 07-MAR-2016 14:13

<u>Item Number</u>	<u>New Selected Items Description</u>
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Notes:



April 5, 2016
Our 87th Year

Ship To:
ALTEC INDUSTRIES PLANT 337 MW FINAL ASSEMBLY
MIDWEST FINAL ASSY
2106 S RIVERSIDE RD
Saint Joseph, MO 64507-0000
US

Bill To:
ALTEC INDUSTRIES PLANT 337 MW FINAL ASSEMBLY
MIDWEST FINAL ASSY
2106 S RIVERSIDE RD
Saint Joseph, MO 64507-0000
US

Attn:
Phone: 816-236-1328
Email:

Altec Sales Order: 3113929
Altec Quotation Number: 319460 - 1
Run Number: 1026347
Account Manager:
Technical Sales & Support: Tyler Scott Hardie
Reference WO:
Customer Inspection:
Line Set Date:

X7 Discrete Job: 35680381
X7 Configured Item: 000000000-2956946
Quantity: 1
X4 Discrete Job: 35698686
X4 Configured Item: 000093010-2956940
System Engineer: Brandon Hatley
Structural Engineer: Kristine Thompson

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	206 Altec Model AM55E articulating overcenter aerial device with an insulating lower arm, insulating upper boom and the Altec ISO-Grip (U.S. Patent No. 7,416,053) system, an upper control system incorporating high resistance components at the boom tip, for installation over rear axle, built in accordance to ALTECS standard specifications and to include the following features:	1
2.	375 - Automatic Upper Boom Latch	1
3.	217 - Single, Two-Man Side-Mounted Platform - 24 X 48 X 42 Inches (610 X 1219 X 1067 Mm); Platform Is Rated Up To 800 Pounds (363 Kg). Platform Rotates 90 Degrees To End Of Boom With Altec Patented Rotator. Includes Two Sets Of Quick Disconnects And Controls For Hydraulic Tools.	1
4.	Soft Platform Cover For Two Man Platform (24x48)	1
5.	259 - Polyethylene Platform Liner For Two Man Platform, 50 Kv Rating (Minimum)	1
6.	237 - Platform Capacity Rating Of 300 Lbs. Per Operator, 300 Lbs. For Single Man Platform, 600 Lbs. For Two Man Platform	1
7.	338 - Pilot Pressure - System Operates At 350 To 3,000 Psi (24 To 207 Bar), And 17 Gpm (64.4 Lpm). System Is Closed Center, Pressure Compensating.	1
8.	Twist style single handle controller. The controller is positioned so that when you are standing in the platform with the platform in the stowed position facing the controller the handle points towards the elbow of the unit and the head of the controller points toward rear of the truck. Unit rotation is driven by a twist action of the control handle. This style of controller is only available with a pilot pressure system.	1
9.	219 - Hydraulic Extend Jib - Material Handling, Hydraulically Articulated Jib, -30 Degrees	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	To +90 Degrees Tilt Angle (Relative To The Upper Boom). Jib Can Be Hydraulically Extended To 54.4 Inches (1382 Mm) From Mounting Shaft To Load Line. The Jib Is Hydraulically Extended And Retracted In Two 18 Inch (457 Mm) Increments For A Total Of 36 Inches (914 Mm) Under Full Load.	
10.	235 - Medium Jib Rating - Applied To E Version Machines With The Lower Boom Beyond 100 Degrees, This Rating Strikes A Balance Between Finished Vehicle Weight And Jib Capacity. Note: Only Available On Single 2-Man Platform Configurations.	1
11.	393 - 12 VDC Electrical System Voltage	1
12.	Engine Start/Stop with Secondary Stowage System, 12 VDC electric powered. Includes pump and motor, operates from chassis battery. Control is captive air operated from the platform and momentary switch operated from the lower controls. This option allows the operator to start and stop the operation of the units as well as completely stow the booms and platform in a situation wherein the primary hydraulic source fails.	1
13.	470 - Primary Outrigger, X-Frame With Fold-Up Shoe - Provides 174 (4429 Mm) Maximum Spread And Weighs 1,500 Pounds (680 Kg)	1
14.	450 - Auxiliary Outrigger, A-Frame With Fold-Up Shoe - Provides 153 (3886 Mm) Maximum Spread And Weighs 1,350 Pounds (612 Kg)	1
15.	320 - Category B, 46 kV And Below - Includes Lower Test Electrode System	1
16.	Powder coat unit Altec White.	1
<u>Unit and Hydraulic Acc.</u>		
17.	AM50/50E/55/55E/60/60E Series Unit Installation Components	1
18.	Hook, Material Handling, 1-Ton With Latch, Installed On End Of Aerial Winch Line	1
19.	Standard 1" Space between Subbase and frame for hose routing and ease of maintenance.	1
20.	Reservoir, 30 Gallon, Triangular, Mounted in Cargo Area	1
21.	AM50/55/60/50E/55E/60E Subbase	1
22.	HVI-22 Hydraulic Oil (Standard).	35
23.	Standard Pump For PTO	1
24.	Hot shift PTO for automatic transmission	1
25.	Muncie PTO (Altec Standard)	1
26.	Standard PTO/Transmission Functionality for Automatic Transmissions - If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1
<u>Body</u>		
27.	170 inch Large Universal Aerial Body with outrigger housings, suitable for installing on any 4x4 chassis with an approximate CA dimension of 120 inches, built in accordance with the following specifications:	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
A.	Basic body fabricated from A40 grade 100% zinc alloy steel.	
B.	All doors are full, double paneled, self-sealed with built-in drainage for maximum weather-tightness. Stainless steel hinge rods extend full length of door.	
C.	All doors are to contain stainless steel flush type, single point, two-stage rotary paddle latches with recessed handles, including keyed locks and strikers. Door latches are bolted to the outer door panel.	
D.	Heavy-gauge welded steel frame construction with structural channel crossmembers and tread plate floor.	
E.	Possible contact edges are folded for safety.	
F.	Integrated door header drip rail at top for maximum weather protection.	
G.	Fender panels are either roll formed or have neoprene fenderettes mechanically fastened.	
H.	Steel treated for improved primer bond and rust resistance.	
I.	Automotive undercoating applied to entire underside of body.	
J.	Primer applied to complete interior and exterior of body.	
K.	Automotive type non-porous door seals fastened to the door facing.	
L.	170 inch overall body length.	
M.	94 inch overall body width.	
N.	46 inch overall body height.	
O.	18 inch body compartment depth.	
P.	Finish paint body Altec White at body manufacturer.	
Q.	2 inch x 6 inch drop-in wood cargo retaining board at rear of body.	
R.	2 inch x 6 inch drop-in wood cargo retaining board at top of side access step.	
S.	Gas shock type rigid door holders for vertical doors.	
T.	Standard master body locking system.	
U.	One (1) wheel chock holder installed in fender panel on each side of body.	
V.	Hotstick shelf extending from rear of first vertical to rear of body on streetside.	
W.	Two (2) hotstick brackets installed on street side.	
X.	Standard drop-down hotstick door for one (1) shelf on street side.	
Y.	1st vertical street side (LH) - Three (3) adjustable shelves with removable dividers on 4 inch centers.	
Z.	2nd vertical street side (LH) - Six (6) locking swivel hooks on adjustable rails. 1-4-1 configuration.	
AA.	3rd vertical street side (LH) - Six (6) locking swivel hooks on adjustable rails. 1-4-1 configuration.	
AB.	1st horizontal street side (LH) - One (1) adjustable shelf without removable dividers.	
AC.	Rear vertical street side (LH) - Outrigger housing.	
AD.	1st vertical curb side (RH) - Three (3) adjustable shelves with removable dividers on 4 inch centers.	
AE.	2nd vertical curb side (RH) - Five (5) locking swivel hooks on adjustable rails. 1-3-1 configuration.	
AF.	3rd vertical curb side (RH) - Gripstrut access steps with two (2) sloped grab handles.	
AG.	1st horizontal curb side (RH) - Two (2) adjustable shelves with removable dividers on 8 inch centers.	
AH.	Rear vertical curb side (RH) - Five (5) locking swivel hooks on fixed rails. 1-3-1 configuration.	
AI.	Rear vertical curb side (RH) - Outrigger housing.	
AJ.	Curbside compartment top access step installed in the cargo area behind side access step.	
AK.	24 inch long x 94 inch wide steel tailshelf with 3 inch high retainer rail around sides and rear, installed at rear of body.	

Body and Chassis Accessories

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You
UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>
28.	24" L Steel Tailshelf, Width To Match Body	1
29.	3" Fixed Retaining Rail On Sides And Rear With Corner Wash-Out	1
30.	ICC (Underride Protection) Bumper Installed At Rear	1
31.	T-125 Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL)	1
32.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
33.	Glad Hands At Rear, Straight Type	1
34.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1
35.	Compartment Top Access Step from Body Floor	1
36.	Platform Access Step From Top of Body Compartment	1
37.	Platform Rest, Rigid with Rubber Tube	1
38.	Lower Boom Rest Weldment	1
39.	Mounting Brackets for Lights, Located on Lower Boom Rest	1
40.	Outrigger Pad Holder, 25" L x 25" W x 5" H, Fits 24.5" x 24.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	4
41.	Pendulum Retainers For Outrigger Pad Holders	4
42.	Mud Flaps With Altec Logo (Pair)	1
43.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1
44.	Dock Bumpers (Pair), Fixed Mounting (Rectangular Bumper), Installed At Rear Frame Rails So They Are The Furthest Point Back	1
45.	Slope Indicator Assembly For Machine With Outriggers	1
46.	Wood Outrigger Pad, 24" x 24" x 2.5", with Rope Handle	4
47.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	2
48.	Triangular Reflector Kit, Installed	1
49.	Vinyl manual pouch for storage of all operator and parts manuals	1
<u>Electrical Accessories</u>		
50.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
51.	Altec Standard Amber LED Strobe Light with Brush Guard	2

Sales Text: Install on boom stow

Last Updated By: Amber Albano on 10-NOV-2014 15:23

<u>Item</u>	<u>Description</u>	<u>Qty</u>
52.	Dual Tone Back-Up With Outrigger Motion Alarm	1
53.	Altec Standard Multi-Point Grounding System	6
54.	Copper U Shaped Grounding Lug (Threaded)	2
<p><u>Sales Text:</u> Install CS one on front bumper and one on rear frame rail Last Updated By: Amber Albano on 10-NOV-2014 15:23</p>		
55.	7-Way Trailer Receptacle (Pin Type) Installed At Rear	1
56.	Relocate Trailer Receptacle Supplied With Chassis	1
57.	Electric Trailer Brake Controller (Kelsey Hayes #81741)	1
58.	PreWire Power Distribution Module (Includes Operators Manual)	1
59.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1
<p><u>Finishing Details</u></p>		
60.	Powder Coat Unit Altec White	1
61.	Finish Paint Body Accessories Above Body Floor Altec White	1
62.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
63.	Apply Non-Skid Coating to all walking surfaces	1
64.	English Safety And Instructional Decals	1
65.	Vehicle Height Placard - Installed In Cab	1
66.	Placard, HVI-22 Hydraulic Oil	1
67.	Dielectric test unit according to ANSI requirements.	1
68.	Stability test unit according to ANSI requirements.	1
69.	Focus Factory Build	1
<p><u>Sales Text:</u> Place holder for service upfits at Midwest service center. Adding front winch Last Updated By: Tyler S Hardie on 04-MAR-2016 14:14</p>		
70.	Inbound Freight	1
71.	AM55E, Line Body, Freightliner M-2, 4x4, Automatic Transmission	1
<p><u>Chassis</u></p>		
72.	Altec Supplied Chassis	1



<u>Item</u>	<u>Description</u>	<u>Qty</u>
73.	2016 Model Year	1
74.	Freightliner M2-106	1
75.	4x4	1
76.	120 Clear CA (Round To Next Whole Number)	1
77.	Regular Cab	1
78.	Chassis Color - White	1
79.	Chassis Wheelbase Length - 201	1
80.	Cummins ISB	1
81.	250 HP Engine Rating	1
82.	Allison 3500 RDS Automatic Transmission	1
83.	GVWR 33,000 LBS	1
84.	13,000 LBS Front GAWR	1
85.	20,000 LBS Rear GAWR	1
86.	11R22.5 Front Tire	1
87.	11R22.5 Rear Tire	1
88.	Air Brakes	1
89.	016-1E6 - Freightliner Exhaust (Right-Horizontal-Undercab-Vertical)	1
90.	Freightliner - Clear Area Around Allison PTO Openings (362-1Y0) and (363-011)	1
91.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1
92.	Freightliner Heavy Duty Tail Light Wiring (353-027)	1
93.	Freightliner PTO Throttle Wiring for Automatic Transmission (163-004) (148-074) (87L-003)	1
94.	Freightliner/Allison Body Builder Connection (34C-001)	1
95.	Freightliner - Prewire chassis (33U-001)	1
96.	No Idle Engine Shut-Down Required	1
97.	120,000 Yield Strength (PSI)	1
98.	Vinyl Split Bench Seat	1
<u>Additional Pricing</u>		
99.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1

Altec Industries, Inc.

BY _____

Tyler Scott Hardie , Inside Sales Representative

<u>Item Number</u>	<u>Unselected Items Description</u>
970001042-	Delivery Of Completed Unit

Unselected By: Tyler S Hardie on 07-MAR-2016 14:13

<u>Item Number</u>	<u>New Selected Items Description</u>
--------------------	---------------------------------------

Notes:

Prepared for:
ALTEC INDUSTRIES
CORPORATE
210 INVERNESS CENTER DRIV
BIRMINGHAM, AL 35242
Phone: 205-408-8598

QUOTE ID
CORP33KX15-M PW AUTO AM55
AA755MH-AN

Prepared by:
Marc Montville
PEACH STATE FREIGHTLINER
1755 DRY POND ROAD
Jefferson, GA 30549
Phone: 888-339-5192

ALTEC INDUSTRIES CORPORATE,

The Attached quote is for Altec Stock 4x4 auto AA755MH AN. This will be a 2016 model year chassis with delivery 130 days from purchase.

Marc Montville

Prepared for:
ALTEC INDUSTRIES
CORPORATE
210 INVERNESS CENTER DRIV
BIRMINGHAM, AL 35242
Phone: 205-408-8598

QUOTE ID
CORP33KX15-M PW AUTO AM55
AA755MH-AN

Prepared by:
Marc Montville
PEACH STATE FREIGHTLINER
1755 DRY POND ROAD
Jefferson, GA 30549
Phone: 888-339-5192

Q U O T A T I O N

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	14,600# TAPERLEAF FRONT SUSPENSION
CUM ISB 6.7-250 250 HP @ 2300 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	4825MM (190 INCH) WHEELBASE
MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
23,000# AWD MULTI-LEAF SPRING REAR SUSPENSION	2250MM (89 INCH) REAR FRAME OVERHANG
MX-14-120 14,000# 1790MM KPI SINGLE FRONT DRIVE AXLE	

Prepared for:
ALTEC INDUSTRIES
CORPORATE
210 INVERNESS CENTER DRIV
BIRMINGHAM, AL 35242
Phone: 205-408-8598

QUOTE ID
CORP33KX15-M PW AUTO AM55
AA755MH-AN

Prepared by:
Marc Montville
PEACH STATE FREIGHTLINER
1755 DRY POND ROAD
Jefferson, GA 30549
Phone: 888-339-5192

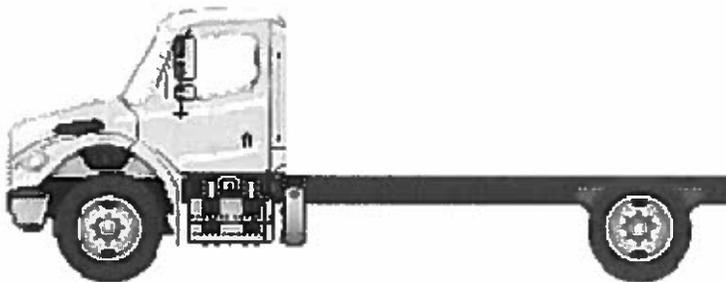
A proposal for
**ALTEC INDUSTRIES CORPORATE
STOCK AH AM**

Prepared by
PEACH STATE FREIGHTLINER
Marc Montville

Aug 06, 2014

**2016 Freightliner M2 106
4X4 @ 33,000 GVWR DERATE**

CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 124.45 in
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 119.95 in



Components shown may not reflect all spec'd options and are not to scale

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.

In compliance with the Request for Proposal (RFP) for "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: ALTEC Industries, Inc. Date: 3/5/2014

Company Address: 33 Inverness Center Parkway

City: Birmingham State: AL Zip: 35242

Contact Person: Cullen Bull Title: New Equipment Sales - Strategic Accounts

Authorized Signature (ink only): Cullen Bull Cullen Bull
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA Public Utilities Equipment with related accessories + Supplies

ALTEC Industries, Inc.

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 1st, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Chad Coquette

(Name printed or typed)

Awarded this 10 day of April, 20 14 NJPA Contract Number # 031014-ALT

NJPA Authorized signature:

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 10 day of April, 20 14 NJPA Contract Number # 031014-ALT

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name ALTEC Industries, Inc.

Vendor Authorized signature:

Cullen Bull

(Name printed or typed)

Title: New Equipment Sales - Strategic Accounts

Executed this 10th day of April, 20 14 NJPA Contract Number # 031014-ALT



AGENDA DATE: June 7, 2016

DEPARTMENT: City Attorney

EXECUTIVE BRIEF

TITLE:

Approval of Claims Settlement Amounts with Pierre-Rich Jeudy, Michele Leger Jeudy and Progressive Insurance.

SUMMARY:

The proposed claims settlement amounts are to settle all claims related to a traffic accident involving Pierre-Rich Jeudy and Michele Leger Jeudy for a total amount of \$27,979.10.

BACKGROUND AND JUSTIFICATION:

On February 23, 2015, a traffic accident occurred on Lake Worth Road (near Buffalo Street) between a vehicle driven by Pierre-Rich Jeudy and a City of Lake Worth garbage truck. Michele Leger Jeudy was a passenger in Mr. Jeudy's vehicle. The City's third party administrator investigated the accident and is recommending settlement of all claims: (1) \$12,500.00 payable to Mr. Jeudy; (2) \$10,620.00 payable to Ms. Jeudy; and, (3) \$4,859.10 payable to Progressive Insurance for property damage. The total of these claims is \$27,979.10.

The City Attorney has reviewed the claims and concurs with the settlement amounts.

If the settlement amounts are approved, the three (3) attached General Releases release the City from any and all liability related these claims.

MOTION:

I move to approve/not approve the settlement amounts with Pierre-Rich Jeudy, Michele Leger Jeudy and Progressive Insurance for a total of \$27,979.10

ATTACHMENT(S):

3 General Release Agreements
Fiscal Impact Analysis

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	27,979.10	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	27,979.10	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

According to City Attorney this is to be paid from the self-insurance fund

Self Insurance-Legal	Pierre-Rich Jeudy and Michele Leger Jeudy				
Account Number (s)	Account Description	FY 2016 Budget	Budget Amend	Agenda Item Exp	Balance
520-1331-513-31-10	Self Ins Fund Legal	106,039	27,979		78,060

C. Department Fiscal Review: _____



General Release Agreement

(Michele Leger Jeudy – Claim#: 5951745)

We, Michele Leger Jeudy and for myself/ourselves, my/our heirs, executors, administrators, successors and assigns in consideration of the full and final settlement payment in the amount of Nine thousand00/100 (\$9,000.00) do hereby remise and release and forever discharge THE CITY OF LAKE WORTH, its Commission, officials, agents, servants, Jerry Jones employees, former employees, subsidiaries and their heirs, successors and assigns and all other persons, firms, governmental entities, and corporations of an from any claim, suits, demand, or cause of action arising from or by reason of any known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting from result from an incident which occurred on February 23, 2016 in Palm Beach, Florida and do hereby covenant to indemnify and save harmless the said party or parties from or against all claims and demands whatsoever on account of or in any way growing out of said occurrence or its results to said property.

It is understood and agreed that neither this Release nor any payment made pursuant hereto is to be taken as an admission of liability on the part of any person in whose favor this Release is given.

This General Release Agreement shall not become effective until approved by the City Commission for the City of Lake Worth.

The undersigned has read the foregoing release and fully understands it and further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

CAUTION: READ BEFORE SIGNING BELOW

Michele Leger Jeudy

Claimant (Print Name)

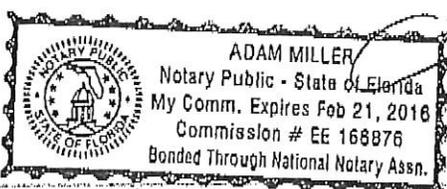
[Signature]

Signature

[Signature]

Witness (Print Name)

Signature



[Signature]



General Release Agreement

(Pierre-Rich Jeudy – Claim#: 5665372)

We, Pierre-Rich Jeudy, and for myself/ourselves, my/our heirs, executors, administrators, successors and assigns in consideration of the full and final settlement payment in the amount of twelve thousand five hundred dollars.....00/100 (\$12,500.00) do hereby remise and release and forever discharge THE CITY OF LAKE WORTH, its Commission, officials, agents, servants, employees, former employees, subsidiaries and their heirs, successors and assigns and all other persons, firms, governmental entities, and corporations of an from any claim, suits, demand, or cause of action arising from or by reason of any known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting from result from an incident which occurred on February 23, 2016 in Palm Beach, Florida and do hereby covenant to indemnify and save harmless the said party or parties from or against all claims and demands whatsoever on account of or in any way growing out of said occurrence or its results to said property.

It is understood and agreed that neither this Release nor any payment made pursuant hereto is to be taken as an admission of liability on the part of any person in whose favor this Release is given.

This General Release Agreement shall not become effective until approved by the City Commission for the City of Lake Worth.

The undersigned has read the foregoing release and fully understands it and further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

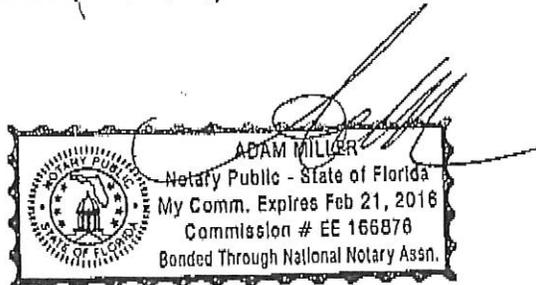
CAUTION: READ BEFORE SIGNING BELOW

Pierre Jeudy
Claimant (Print Name)

[Signature]
Signature

[Signature]
Witness (Print Name)

Signature



PROPERTY DAMAGE RELEASE AGREEMENT

Progressive Insurance Co. a/s/o Judy Pierre-Rich (5288272)

This Property Damage Release Agreement ("Agreement") is made as of the date set forth below, by and between Progressive Insurance Co. a/s/o Judy Pierre-Rich and the City of Lake Worth, Florida, a Florida municipal corporation ("City").

1. This Agreement is to fully resolve any and all property damage claims of **Progressive Insurance Co. a/s/o Judy Pierre-Rich** due to the Auto accident of **February 23, 2015**. ("Event" hereafter), including, but not limited to, the claims of any of his/her heirs, executors, administrators, subrogees or successors now has or may have against the City, the City's current or former employees, agents, attorneys, officials, officers, or representatives - in both their official and individual capacities (all specifically included in the "City" hereafter) directly or indirectly related to or arising from the Event.
2. The parties agree that as a reasonable settlement of **Progressive Insurance Co. a/s/o Judy Pierre-Rich and Judy Pierre-Rich**, individually and any and all property damage claims and damages, including but not limited to any and all costs and attorney's fees, directly or indirectly related to or arising from the Event, the City shall pay **\$4,859.10 (Four Thousand Eight Hundred Fifty Nine Dollars and 10/100)** to **Progressive Insurance Co. a/s/o Judy Pierre-Rich** of which the Progressive will reimburse **\$86.99 (Eighty Six Dollars and 99/100)** to **Judy Pierre-Rich** as full and final settlement.
3. In consideration of the foregoing, **Progressive Insurance Co. a/s/o Judy Pierre-Rich** does hereby, unconditionally and irrevocably release and forever discharge the City from all property damage claim (s), suits, debts, dues, sums of money, accounts, reckonings, bills, specialties, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and property damage demands, in law or in equity, which they ever had, now has, or which any successor, executor, representative or assign of them, hereafter can, shall or may have, allegedly directly or indirectly arising from or related to the Event. **Progressive Insurance Co. a/s/o Judy Pierre-Rich** acknowledges that this waiver and release provision also bars any claim or demand for costs, fees or other damages and expenses including, but not limited to, filing fees and attorney's fees incurred or claimed in connection with any property damage claim(s) They may have against the City directly or indirectly related to the Event.
4. It is understood and agreed by the parties that this Agreement does not constitute an admission by either party of any allegation regarding or related to the Event or of any violation of any laws, rules, policies or regulations. Each party binds itself and its partners, subrogees, successors, executors, administrators and assigns to the other parties of this Agreement and to the partners, subrogees, successors, executors, administrators, and assigns of such other parties, in respect to all covenants, provision or obligation of this Agreement.
5. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action relating to this Settlement Agreement shall be in Palm Beach County, Florida. If any term or provision of this Agreement, shall, to any extent, be held invalid or

unenforceable, the remainder of this Agreement shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

- 6. The parties agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by all the parties hereto. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation. **This Property Damage Release Agreement shall not become effective until approved by the City Commission for the City of Lake Worth.**
- 7. **Progressive Insurance Co. a/s/o Jedy Pierre-Rich** states and acknowledge that they have entered into this Agreement knowingly, voluntarily and of their own free will, that they have been provided with the opportunity to consult an attorney prior to executing this Agreement, and that after due consideration they fully understand and agrees with all of the terms of this Agreement.

IN WITNESS WHEREOF **Progressive Insurance Co. a/s/o Jedy Pierre-Rich** and City of Lake Worth have hereunto set their hand and seal for this General Release Agreement this 10 day of May, 2016.

By: 
 Print Name: Jason Sobel
 Carrier Representative

BEFORE ME, the undersigned authority, personally appeared Jason Sobel, who is personally known to me, or who produced identification of BADGE, whom after being first duly sworn, deposes and states that he/she executed the foregoing General Release Agreement that it is true and correct. Sworn to and subscribed before me this 10 day of May, 2016.


 Notary Public

My Commission Expires: 10/23/16

(Notary Seal)

LAURA COCHRAN
 NOTARY PUBLIC • STATE OF OHIO
 Recorded in Lake County
 My commission expires Oct 23, 2016



6/5/2015 10:03:00 AM
Certified Mail 91 7199 9991 7035 3665 4173 Return Receipt Requested

OFFICE OF THE CITY CLERK
CITY OF LAKE WORTH
7 NORTH DIXIE HIGHWAY
LAKE WORTH, FL 33460

Your Client: JONES, JERRY
Your Claim Number: N/A
Our Insured: JEUDY, PIERRE-RICH
Our Claim Number: 15-5908696
Amount Subject to Reimbursement: 4,772.11
Amount of Insured's Deductible: 500.00

**IN ADDITION, THERE IS OUT OF POCKET RENTAL
FOR \$86.99. PLEASE REIMBURSE OUR INSURED DIRECTLY**

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your Insured was the proximate cause of the accident.
Location of Loss: BUFFALO STREET AND LAKE WORTH RD IN LAKE WORTH
Date and Time of Loss: 02-23-15 AT 11:50AM

Description of Loss: Our named insured's 2003 Toyota Corolla was traveling east bound on Lake Worth Rd at the intersection of Buffalo St. A City of Lake Worth 2002 Chevrolet Malibu, license plate #CITY217, was traveling north bound on Buffalo St at the intersection of Lake Wroth Rd. As our insured's vehicle approached the intersection, the 2002 Chevrolet Malibu struck our insured's vehicle. The driver, Jerry Jones, is the proximate cause of the accident for failure to yield right of way.

Please make your draft payable to Progressive American Insurance Co as subrogee of "JEUDY, PIERRE-RICH", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience. All supporting documentation is enclosed. I have diaried my file ahead fifteen (15) days. Thank you for your anticipated, prompt attention to this matter.

Jason E Saba
Subrogation Representative
Progressive American Insurance Co
Tel. 440-910-5567
Fax 888-781-6947
Email: Jason_E_Saba@progressive.com



AGENDA DATE: June 7, 2016

DEPARTMENT: City Attorney

EXECUTIVE BRIEF

TITLE:

Settlement with Roman and Elyssa Torres.

SUMMARY:

The proposed settlement is to settle all claims in the lawsuit of Ramon and Elyssa Torres v. City of Lake Worth, (15th Judicial Circuit Case No.: 2015CA010263XXXXMBAI) in the amount of \$28,500.

BACKGROUND AND JUSTIFICATION:

On June 23, 2014, an automobile accident occurred on Tropical Drive and 12th Avenue South in Lake Worth between a vehicle driven by Ramon Torres and a City owned garbage truck. Ramon and Elyssa Torres filed a lawsuit against the City in 2015 seeking damages related to the accident. After engaging in discovery, the parties attended mediation. The proposed settlement amount is the amount reached at mediation per the attached settlement agreement. The settlement agreement is conditioned on City Commission approval.

Attached is a letter from the City's outside counsel assigned to the case, Ben Bedard of Roberts, Reynolds, Bedard & Tuzzio, PLLC, recommending the proposed settlement amount of \$28,500.

The City Attorney concurs with the recommended proposed settlement amount.

If approved, the attached General Release will be executed and will release the City from all liability and terminate the lawsuit.

MOTION:

I move to approve/not approve the settlement with Ramon and Elyssa Torres in the amount of \$28,500.

ATTACHMENT(S):

Letter from Ben Bedard
Settlement Agreement
General Release

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	28,500	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	28,500	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

According to City Attorney this is to be paid from the self-insurance fund

Self Insurance-Legal	Roman and Elyssa Torres				
Account Number (s)	Account Description	FY 2016 Budget	Budget Amend	Agenda Item Exp	Balance
520-1331-513-31-10	Self Ins Fund Legal	78,060	28,500		49,560

C. Department Fiscal Review: _____

RB&T | ROBERTS, REYNOLDS,
LAWYERS | BEDARD & TUZZIO, PLLC

Celebrating 30 Years of Excellence

LAURA E. BEDARD
DANNA P. CLEMENT
ABBY J. GOLDMAN
SHELLI A. HEALY
ANDREA G. AMIGO

JEFFREY W. HURCOMB
STEPHANIE W. KAUFER
BRITTANY H. JACOBS
MARGUERITE F.
CHARLSON
NICHOLAS S. MADSEN
SHANNON L. MARIBONA
JASON B. VRBENSKY -
Board Certified Construction Law
KRYSTAL KOZMA
KEITH R. HEDRICK
VANESTI E. BROWN
LINDA M. BERNS
MICHAL-ANE McINTOSH

GEORGE P. ROBERTS, JR.
Of Counsel

LYMAN H. REYNOLDS, JR.
Board Certified Civil Trial Lawyer

BENJAMIN L. BEDARD
Board Certified Civil Trial Lawyer

GERARD A. TUZZIO

**470 COLUMBIA DRIVE - SUITE C101
WEST PALM BEACH, FL 33409
TELEPHONE (561) 688-6560
FACSIMILE (561) 688-2343**

RRBPA.COM
bbedard@rrbpa.com
dclement@rrbpa.com

May 20, 2016

PARALEGALS

KATHRYN L. REEVES
JENNIFER G. WHITTALL
MICHELLE L. SMITH
REBECCA K. DAVIS
TIFFANIE T. WALLEN
ELLEN KUZNIEWSKI
JESUS DELAROSA
LINDA J. FRIEDMAN

**PLEASE REPLY
TO: WEST PALM BEACH**

Confidential matter exempt from disclosure or inspection per FS 119.07, 768.28 & 768.301.

VIA EMAIL: glen@torcivialaw.com

Glen Torcivia, Esquire
City of Lake Worth
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

Re: Torres v. City of Lake Worth
Claim No.: 4784832
D/Loss: 6/2/14
Our File No.: **15-400**

Dear Mr. Torcivia:

Pursuant to your request, the following is a brief summary of the case and recommendation to settle the above-referenced matter.

This matter arises out of a motor vehicle accident that occurred on June 2, 2014. Effrad Fradestin, an employee of the City of Lake Worth ("the City") was driving a garbage truck owned by the City, when he allegedly ran a stop sign, colliding with a vehicle driven by Plaintiff, Ramon Torres. Plaintiff and his wife, Elyssa Torres, filed a lawsuit against the City on September 10, 2015, wherein they alleged that as a result of the subject accident, Mr. Torres

suffered permanent bodily injury, pain and suffering, mental anguish, and loss of the capacity for enjoyment of life, and that Ms. Torres lost the consortium of her husband.

The subject accident occurred at the intersection of Tropical Drive and 12th Avenue South. Mr. Fradestin was traveling north on Tropical Drive and had a stop sign at the intersection with 12th Avenue South. Mr. Torres was traveling east on 12th Avenue South and did not have a stop sign. The left front bumper of the garbage truck driven by Mr. Fradestin struck the rear passenger side of the vehicle driven by Mr. Torres. As the vehicle driven by Mr. Torres clearly had the right of way, in that 12th Avenue South did not have a stop sign, whereas Tropical Drive did have a stop sign that Mr. Fradestin was required to stop at, this is not favorable for the City with respect to liability.

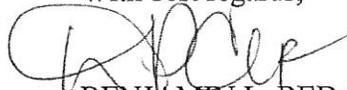
Mr. Torres claims that as a result of the subject accident he has suffered severe headaches; severe neck, back, and hip pain; short term memory loss; right arm radiculopathy, and disc herniations in both his back and neck. His medical records reflect that his orthopedic surgeon believed that the subject accident caused permanent injury to Mr. Torres' neck and back, and that Mr. Torres may require neck surgery in the future at a cost of \$150,000. Ms. Torres claims that, as a result of the subject accident, the quality of her marriage has been negatively affected.

Mr. Torres did have a history of neck and back pain and treatment for same prior to the subject accident, and had been involved in other automobile accidents prior to the subject accident. However, MRIs of Mr. Torres' spine taken after the subject accident in 2014 showed interval development of disc herniations when compared to prior MRIs studies taken in 2012, which Plaintiffs claim supports the fact that the subject accident aggravated and worsened Mr. Torres' pre-existing conditions.

The medical bills incurred by Mr. Torres after the subject accident exceed \$27,000. In light of the amount of medical bills, in addition to the potential for future surgery, as well as the fact that Ms. Torres is also claiming damages, settlement of this matter in the amount of \$28,500 is reasonable.

If you require any additional information, please do not hesitate to contact me or my partner, Danna Clement.

With best regards,



BENJAMIN L. BEDARD
For the Firm

BLB/dpc/lck

cc: Ms. Ada de la Cruz, York/PGIT#4784832, via email: ada.delacruz@yorkrsg.com
Ms. Linda Cohen, via email: lcohen@benfew.com
Ms. Germaine English, City of Lake Worth, via email: genglish@lakeworth.org

RAMON TORRES and ELYSSA TORRES,
Plaintiff (s)
vs.
CITY OF LAKE WORTH
Defendant (s)

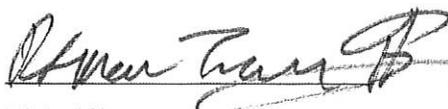
IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT, IN AND
FOR PALM BEACH COUNTY,
FLORIDA

CASE NO.: 2015 CA 010263 XXXX MB AI

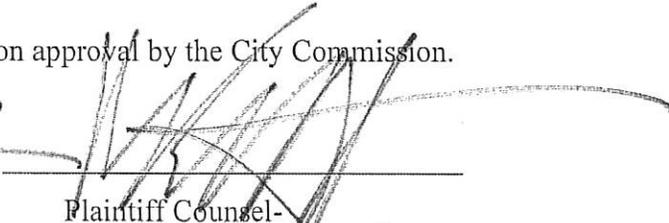
SETTLEMENT AGREEMENT

The Parties mediated this case before **Richard I. Wennet**, on 4/28/2016 and reached agreement under the following terms which the parties agree are binding and enforceable:

- 1) The defendant will pay the sum of \$28,500.00, payable to plaintiff(s) and plaintiffs counsel's trust account (**Plaintiff counsel's FEIN #65-0714644**) in exchange for a complete release of all claims arising out of this action, including, but not limited to the consortium claim and property damage claim, satisfaction of all related medical, attorney charging and other liens. Upon receipt of payment, plaintiff counsel shall file a dismissal with prejudice/stipulation for dismissal.
- 2) Parties shall bear their own costs and fees unless stated otherwise below; electronic signatures shall have the same force and effect as original signatures; the mediator is scrivener only.
- 3) Plaintiffs (s) authorize and plaintiff counsel agrees to hold all settlement funds in trust until fully executed closing documents have been returned to defense counsel or the carrier. Payor shall tender closing documents to plaintiff's counsel within five days from the date of this agreement and shall have 20 days from receipt of the executed release (s) to tender payment or interest shall then begin to accrue at the effective Florida statutory rate.
- 4) This settlement is contingent upon approval by the City Commission.



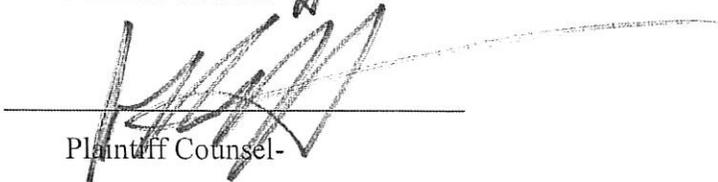
Plaintiff-Ramon Torres



Plaintiff Counsel-



Plaintiff-Elyssa Torres



Plaintiff Counsel-



For Defendant or Insurer-



Defense Counsel-

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That **WE**,

RAMON TORRES and ELYSSA TORRES, his wife,

first party, for and in consideration of the sum of TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS, (\$28,500.00) or other valuable considerations, received from or on behalf of

CITY OF LAKE WORTH, YORK RISK SERVICES GROUP, PGIT, EFFRARD FRADESTIN, and their present and former officers, directors, agents, servants and employees, parent companies and subsidiaries, *second party*, the receipt whereof is hereby acknowledged,

(Wherever used herein the terms "*first party*" and "*second party*" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the contest so admits or requires.)

WE HEREBY remise, release, acquit, satisfy, and forever discharge the said *second party*, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall, or may have, against said *second party*, for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of these presents; including, but not limited to, all claims arising from that certain accident which occurred on or about June 2, 2014, in Palm Beach County, Florida, including claims for personal injury, all claims for property damage to real and/or personal property, fixtures, equipment, machinery, appliances, residences, loss of use, attorney's fees and costs, loss of time, wages, earnings or income and other items of damage or loss, which were brought or not brought in that certain lawsuit styled, *Ramon and Elyssa Torres v. City of Lake Worth* filed with the 15th Circuit for Palm Beach County, Case Number: 2015 CA 010263 XXXX MB AI,

including but not limited to, all consortium claims that ELYSSA TORRES may have now or in the future for lost services, comfort, society and attentions, arising from the subject accident that RAMON TORRES allegedly sustained injuries.

The undersigned first party further agrees to satisfy any and all Medicare and Medicaid liens, Blue Cross/Blue Shield liens, social security liens, workers' compensation liens, personal injury protection liens, hospital liens, attorney's charging liens, or other liens which have arisen or may arise as a result of benefits payable to the undersigned for injuries sustained or earnings lost or expenses incurred arising out of the above accident. The undersigned first party further agrees to indemnify the above persons and entities from such claims and also agrees to pay such claims out of the proceeds of this settlement.

The undersigned first party further agrees that the settlement of this claim is a settlement of a doubtful and disputed claim and that second party, by virtue of this settlement and payment, does not admit any liability and/or fault and enters into this settlement only because of the expense of continuing litigation.

The first party further states that while they hereby release any and all claims against the second party, its agents and employees, the first party reserves the right to pursue and recover all unpaid damages from any person, firm, or organization who may be responsible for payment of such damages, including but not limited to any first party health insurance, PIP, UM, UIM, med pay, workers compensation and/or automobile insurance coverage, but such reservation does not include the second party, its agents, or employees.

Medicare Information

Pursuant to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, The Center for Medicare and Medicaid Services must be provided the first party's full address, Social Security Number, date of birth, gender, and, if available, their Medicare Health Insurance Claim Number (HICN.) Provision of this information is a condition of this settlement. Spaces are provided at the end of this Release for compliance.

Liens – Indemnity and Hold Harmless

It is expressly understood and agreed, first party further covenants and agrees that any and all Medicare, Social Security, hospital, medical insurance coverage subrogation claims and/or any and all other type of liens or interest that is and/or could be claimed by any person and/or entity, will be fully paid, satisfied and released from the settlement proceeds paid herein, in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released.

In this regard, first party agrees to indemnify and hold harmless the second party, their insurance carriers, their attorneys and all others in privity with them, from any claim by, through and/or under first party including, but not limited to, any direct claim by Medicare and/or Social

Security for reimbursement of any funds paid by them relating to the injuries and claims arising from the accident in question.

Medicare Set Aside

It is further expressly understood and agreed, to the extent applicable, first party covenants that first party, will set aside funds necessary in any approved Medicare Set Aside Account, to pay for any anticipated future medical and/or health care needs of first party, for any injury and/or condition that requires treatment that arises from the injuries related and/or caused by the accident in question. In the alternative, first party shall, aver and covenant that first party does not presently anticipate that first party will require medical and/or health care treatment for the injuries and/or conditions related and/or arising from the accident in question. Further, should funds not be placed in an approved Medicare Set Aside Account for first party, and care and treatment for injuries and/or conditions reasonably related to the accident is subsequently sought, then first party covenants and represents to the second party, their insurance carriers, their attorney and others in privity with them, that first party will not submit nor seek payment for said medical care from Medicare and/or any other government funded program. This covenant and representation shall be included as part of the indemnification obligations of first party stated herein.

It is understood and agreed that the information provided below will be provided to The Centers for Medicare and Medicaid Services pursuant to The Medicare, Medicaid and SCHIP Extension Act of 2007.

Full Name as it appears on your
Social Security Card

Social Security Number

Address

Date of Birth

Medicare Health Insurance Claim
Number (HICN)

Gender

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, WE have hereunto set our hand(s) and seal(s) this _____ day of _____, 2016.

Witness

RAMON TORRES

Witness

ELYSSA TORRES

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was executed and acknowledged before me this _____ day of _____, 2016, by _____.

Notary Seal

NOTARY PUBLIC, STATE OF FLORIDA
CC# _____
My Commission Expires: _____

Personally Known ___ OR Produced Identification
Type of Identification Produced

THIS INSTRUMENT PREPARED BY:

Roberts, Reynolds, Bedard & Tuzzio, PLLC.
470 Columbia Dr., Bldg. C101
West Palm Beach, Florida 33409
www.rrbpa.com
561-688-6560



AGENDA DATE: June 7, 2016

DEPARTMENT: Water Utilities

EXECUTIVE BRIEF

TITLE:

Contract with Foster Marine Contractors, Inc., for the Water & Sewer Improvements

SUMMARY:

The Contract will authorize Foster Marine Contractors, Inc. to construct water and sewer replacements in the alley from 5th to 6th Avenue South between E and F Street for \$360,019.

BACKGROUND AND JUSTIFICATION:

The Water Utility needs to replace the unreinforced concrete sewer line in the alley between E and F Street from 5th to 6th Avenue South. The sewer line is in such critical condition that it must be replaced via an open trench method. The Water Utility initially proposed utilizing the pipe burst method to replace the line; however, the City did not receive any responses to a 2014 Invitation to Bid for the pipe bursting method. The condition of the pipe will not withstand the jetting necessary to rehabilitate using a cured-in-place liner. Given the scope of the project, the Water Utility also included the replacement of 2" galvanized steel watermain in the alley with 4" PVC watermain, as part of the city-wide effort to replace the 2" galvanized steel mains.

The City solicited bids for this project under IFB No. 16-114. Three (3) bids were received and Foster Marine Contractors, Inc., submitted the lowest bid for \$360,019. Craven Thompson & Associates, Inc., the City's design firm for the project, recommend award to Foster Marine Contractors, Inc., as the lowest, responsive and responsible bidder.

MOTION:

I move to approve/disapprove the Contract for Water & Sewer Improvements to Foster Marine Contractors, Inc., for \$360,019.

ATTACHMENT(S):

Fiscal Impact Analysis

Contract

Bid Tabulation

Bid Recommendation

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$360,019	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	\$360,019	0	\$0	\$0	\$0

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

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

The funds have been identified in the FY2016 Capital Improvement Plan budget from account 403-7231-535.63-15

Utilities/Sewer Collection							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
403-7231-535.63-15	Local Sewer	LS 1605	\$2,577,031	\$4,103,415	\$2,795,087	-\$360,019	\$2,435,068

C. Department Fiscal Review: ___BS___

Brian Shields –Director
 Marie Elianor – Finance
 Christy Goddeau – City Attorney
 Michael Bornstein – City Manager

May 3, 2016

Ms. Julie Parham, P.E.
City of Lake Worth Utilities
301 College Street
Lake Worth, Florida 33460

**RE: CITY OF LAKE WORTH-WATER AND SEWER RE-PLACEMENT FROM
5TH TO 6TH AVENUE SOUTH IN ALLEY BETWEEN E AND F STREET
CITY OF LAKE WORTH PROJECT NO. 1605
IFB NO. 16-114
RECOMMENDATION LETTER
CTA PROJECT NO. 15-0006-001-05**

CRAVEN THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

Dear Julie,

We have evaluated the bid proposal submitted by Foster Marine Contractors, Inc. for the above referenced project.

Based upon our evaluation and conformance with the Contract Requirements, Craven Thompson & Associates, Inc. recommends Foster Marine Contractors, Inc. as the lowest responsive and responsible bidder. Attached is the bid evaluation form used for this determination.

Should you require any additional information regarding this issue, please do not hesitate to contact this office.

Sincerely

CRAVEN THOMPSON & ASSOCIATES, INC.

MATTHEW J. CIGALE, P.E.
Senior Supervising Engineer

MJC/fd

Attachment

cc: Pat Gibney – Craven Thompson & Associates, Inc.

3563 N.W. 53rd Street
Fort Lauderdale, FL 33309-6311
(954)739-6400
Fax (954) 739-6409

Water & Sewer Replacement between E & F Street from 5th to 6th Ave South
LS 1605 BID TABULATION SHEET
IFB #16-114

Bid Item	Description	FOSTER MARINE CONTRACTORS, INC.				INTERCOUNTY ENGINEERING, INC.				JOHNSON-DAVIS INC.			
		Qty.	Unit	Unit Price	Amount	Qty.	Unit	Unit Price	Amount	Qty.	Unit	Unit Price	Amount
1	Mobilization (5%)	1	LS	\$25,000.00	\$25,000.00	1	LS	\$15,940.00	\$15,940.00	1	LS	\$16,000.00	\$16,000.00
2	Testing and Maintenance of Traffic and As-built Preparation (5%)	1	LS	\$13,000.00	\$13,000.00	1	LS	\$10,000.00	\$10,000.00	1	LS	\$21,000.00	\$21,000.00
3	Environmental Protection Plan (NPDES & SWPPP)	1	LS	\$1,500.00	\$1,500.00	1	LS	\$7,160.00	\$7,160.00	1	LS	\$1,000.00	\$1,000.00
	ROADWAY												
4	Type 'F' Curb & Gutter/Drop Curb Restoration	28	LF	\$75.00	\$2,100.00	28	LF	\$62.00	\$1,736.00	28	LF	\$42.00	\$1,176.00
5	Furnish & Place Pavement Restoration	61	SY	\$150.00	\$9,150.00	61	SY	\$74.00	\$4,514.00	61	SY	\$65.00	\$3,965.00
6	Mill 1" of existing Asphalt	380	SY	\$10.00	\$3,800.00	380	SY	\$18.75	\$7,125.00	380	SY	\$26.00	\$9,880.00
7	Furnish and Install 1" Type S-III Asphaltic Concrete	380	SY	\$25.00	\$9,500.00	380	SY	\$17.50	\$6,650.00	380	SY	\$26.00	\$9,880.00
8	Furnish and Install 6" Limerock Base (LBR 100)	525	SY	\$27.50	\$14,437.50	525	SY	\$25.00	\$13,125.00	525	SY	\$38.00	\$19,950.00
9	Concrete Sidewalk/Access Driveway Restoration (Min. 6" Thick) within Right of Way	30	SY	\$90.00	\$2,700.00	30	SY	\$62.50	\$1,875.00	30	SY	\$62.00	\$1,860.00
10	Concrete Driveway Restoration-Min. 6" Thick (On Private Property)	32	SY	\$100.00	\$3,200.00	32	SY	\$62.50	\$2,000.00	32	SY	\$60.00	\$1,920.00
11	Asphalt Driveway Restoration (On Private Property)	29	SY	\$100.00	\$2,900.00	29	SY	\$25.00	\$725.00	29	SY	\$52.00	\$1,508.00
12	Sod Restoration (On Private Property)	933	SY	\$8.00	\$7,464.00	933	SY	\$3.50	\$3,265.50	933	SY	\$6.00	\$5,598.00
13	Remove & Replace Existing Chainlink, Wood Fencing	72	LF	\$40.00	\$2,880.00	72	LF	\$37.50	\$2,700.00	72	LF	\$25.00	\$1,800.00
	ROADWAY SUBTOTAL:				\$58,131.50				\$43,715.50				\$57,537.00
Bid Item	Description	Qty.	Unit	Unit Price	Amount	Qty.	Unit	Unit Price	Amount	Qty.	Unit	Unit Price	Amount
	SANITARY SEWER												
14	By-Pass Pumping (On 8" Sanitary Sewer Main Within Alley)	1	LS	\$1,500.00	\$1,500.00	1	LS	\$8,795.00	\$8,795.00	1	LS	\$27,500.00	\$27,500.00
15	By-Pass Pumping (On 15" Sanitary Sewer Main Within Right of Way)	1	LS	\$500.00	\$500.00	1	LS	\$8,198.00	\$8,198.00	1	LS	\$2,750.00	\$2,750.00
16	Abandon in place and Grout Fill existing Sanitary Sewer Manhole (4' Diameter)	1	EA	\$1,000.00	\$1,000.00	1	EA	\$2,475.00	\$2,475.00	1	EA	\$1,800.00	\$1,800.00
17	Abandon in place and Grout Fill existing 8" V.C.P. sanitary sewer main piping	433	LF	\$7.00	\$3,031.00	433	LF	\$9.00	\$3,897.00	433	LF	\$10.00	\$4,330.00
18	Furnish & Install Pre-Cast Sanitary Sewer Maintenance Access Structure-4' Diameter (6'-8')	1	EA	\$7,500.00	\$7,500.00	1	EA	\$12,065.00	\$12,065.00	1	EA	\$4,000.00	\$4,000.00
19	Furnish & Install Pre-Cast Sanitary Sewer Maintenance Access Structure-4' Diameter (8'-10')	2	EA	\$7,750.00	\$15,500.00	2	EA	\$13,298.00	\$26,596.00	2	EA	\$4,000.00	\$8,000.00
20	Furnish & Install 8" P.V.C. (SDR-26) Sanitary Sewer Gravity Main Piping (6'-8')	394	LF	\$55.00	\$21,670.00	394	LF	\$64.00	\$25,216.00	394	LF	\$80.00	\$31,520.00
21	Furnish & Install 8" P.V.C. (SDR-26) Sanitary Sewer Gravity Main Piping (8'-10')	40	LF	\$200.00	\$8,000.00	40	LF	\$65.00	\$2,600.00	40	LF	\$81.00	\$3,240.00
22	Furnish & Install 6" Single Sanitary Sewer Lateral w/ cleanout	28	EA	\$1,050.00	\$29,400.00	28	EA	\$680.00	\$19,040.00	28	EA	\$750.00	\$21,000.00
23	Remove and dispose of existing sanitary sewer lateral piping	28	EA	\$350.00	\$9,800.00	28	EA	\$400.00	\$11,200.00	28	EA	\$80.00	\$2,240.00
24	Core into existing Sanitary Sewer structure	2	EA	\$3,000.00	\$6,000.00	2	EA	\$2,710.00	\$5,420.00	2	EA	\$3,000.00	\$6,000.00
25	Reconstruct existing flow channels	2	EA	\$750.00	\$1,500.00	2	EA	\$2,140.00	\$4,280.00	2	EA	\$950.00	\$1,900.00
	SANITARY SEWER SUBTOTAL:				\$105,401.00				\$129,782.00				\$114,280.00

		FOSTER MARINE CONTRACTORS, INC.				INTERCOUNTY ENGINEERING, INC.				JOHNSON-DAVIS INC.			
Bid Item	Description	Qty.	Unit	Unit Price	Amount	Qty.	Unit	Unit Price	Amount	Qty.	Unit	Unit Price	Amount
	WATER												
26	Furnish & Install Temporary 2" PVC Water Main and Water Services including connection to existing water meters	1	LS	\$12,500.00	\$12,500.00	1	LS	\$9,575.00	\$9,575.00	1	LS	\$25,000.00	\$25,000.00
27	Furnish & Install Ductile Iron Pipe (D.I.P.) Water Main Pipe-4"	501	LF	\$65.00	\$32,565.00	501	LF	\$62.00	\$31,062.00	501	LF	\$50.00	\$25,050.00
28	Furnish & Install Polyvinyl Chloride (P.V.C.) Water Main Pipe-2"	21	LF	\$100.00	\$2,100.00	21	LF	\$42.00	\$882.00	21	LF	\$10.00	\$210.00
29	Furnish & Install Ductile Iron Water Fittings	0.50	TON	\$5,000.00	\$2,500.00	0.50	TON	\$7,364.00	\$3,682.00	0.50	TON	\$6,000.00	\$3,000.00
30	Furnish & Install New 1" Single Water Service & Meter	21	EA	\$1,050.00	\$22,050.00	21	EA	\$690.00	\$14,490.00	21	EA	\$650.00	\$13,650.00
31	Furnish & Install New 1" Double Water Service & Meter	4	EA	\$1,650.00	\$6,600.00	4	EA	\$1,430.00	\$5,720.00	4	EA	\$750.00	\$3,000.00
32	Furnish & Install 4" Gate Valve	4	EA	\$950.00	\$3,800.00	4	EA	\$935.00	\$3,740.00	4	EA	\$1,200.00	\$4,800.00
33	Furnish & Install 2" Corporation Stop/Gate Valve	1	EA	\$1,400.00	\$1,400.00	1	EA	\$682.00	\$682.00	1	EA	\$500.00	\$500.00
34	Furnish & Install 2" Insertion Valve	2	EA	\$1,800.00	\$3,600.00	2	EA	\$3,600.00	\$7,200.00	2	EA	\$2,000.00	\$4,000.00
35	Cut-in and Connect to existing 2" GS Water Main	2	EA	\$750.00	\$1,500.00	2	EA	\$600.00	\$1,200.00	2	EA	\$3,500.00	\$7,000.00
36	Furnish & Install 8"x4" Tapping Sleeve and Valve	1	EA	\$7,000.00	\$7,000.00	1	EA	\$11,600.00	\$11,600.00	1	EA	\$10,000.00	\$10,000.00
37	Furnish & Install 2" Saddle Tap w/ 2" Corporation Stop	1	EA	\$1,550.00	\$1,550.00	1	EA	\$690.00	\$690.00	1	EA	\$500.00	\$500.00
38	Remove & Dispose Existing Meter Box and Water Services	21	EA	\$100.00	\$2,100.00	21	EA	\$300.00	\$6,300.00	21	EA	\$50.00	\$1,050.00
39	Remove & Dispose Existing 2" Galvanized Steel Water Main	475	LF	\$5.00	\$2,375.00	475	LF	\$10.00	\$4,750.00	475	LF	\$6.00	\$2,850.00
40	Remove & Dispose Existing 2" Retired Gas Main	475	LF	\$5.00	\$2,375.00	475	LF	\$10.00	\$4,750.00	475	LF	\$6.00	\$2,850.00
41	Furnish & Install Sample Point	2	EA	\$475.00	\$950.00	2	EA	\$430.00	\$860.00	2	EA	\$1,000.00	\$2,000.00
	WATER SUBTOTAL:				\$104,965.00				\$107,183.00				\$105,460.00
	PAVEMENT MARKING & SIGNAGE												
42	Furnish & Install Solid Traffic Stripe, Thermoplastic, (6") White	173	LF	\$6.00	\$1,038.00	173	LF	\$4.00	\$692.00	173	LF	\$3.00	\$519.00
43	Furnish & Install Solid Traffic Stripe, Thermoplastic, (6") Yellow (Includes Double Yellow)	263	LF	\$5.00	\$1,315.00	263	LF	\$3.00	\$789.00	263	LF	\$5.00	\$1,315.00
44	Furnish & Install Reflective Pavement Markings (RPM's)	21	EA	\$10.00	\$210.00	21	EA	\$13.00	\$273.00	21	EA	\$7.00	\$147.00
45	Relocate Existing Speed Limit Sign	1	EA	\$360.00	\$360.00	1	EA	\$500.00	\$500.00	1	EA	\$300.00	\$300.00
	PAVEMENT MARKING & SIGNAGE SUBTOTAL:				\$2,923.00				\$2,254.00				\$2,281.00
No.	Description	Qty.	Unit	Unit Price	Amount	Qty.	Unit	Unit Price	Amount	Qty.	Unit	Unit Price	Amount
	CONTINGENCIES (10%)												
46	Optional Services	1	ALLOW	\$27,000.00	\$27,000.00	1	ALLOW	\$27,000.00	\$27,000.00	1	ALLOW	\$27,000.00	\$27,000.00
47	Permit Fee Allowance (Subtotal base bid for items 22,23,30,31 & 38 multiplied by 3%)	1	ALLOW	\$2,098.50	\$2,098.50	1	ALLOW	\$1,702.50	\$1,702.50	1	ALLOW	\$1,228.20	\$1,228.20
48	Optional Services - Electrical Services Allowance	1	ALLOW	\$20,000.00	\$20,000.00	1	ALLOW	\$20,000.00	\$20,000.00	1	ALLOW	\$20,000.00	\$20,000.00
	TOTAL BASE BID:				\$360,019.00				\$364,737.00				\$365,786.20

*Line item was not calculated on bid, but is shown calculated by the City
*Denotes correction of error in addition

00500
AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____ day of _____ in the year 2016, by and between the City of Lake Worth (hereinafter called OWNER) and Foster Marine Contractors, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2. ENGINEER

The Project has been designed by Craven Thompson & Associates, Inc., 3563 N.W. 53rd Street, Fort Lauderdale, FL 33309, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1. The Work will be substantially completed within 120 days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 165 days from the date when the Contract Time commences to run.

3.2 All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.3. **LIQUIDATED DAMAGES.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars (\$ 500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.4 In the OWNER's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the OWNER.

ARTICLE 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

4.1 An amount equal to the sum of the established unit price for each separately identified item on the Unit Price Schedule times the estimated quantity of that item:

TOTAL OF ALL UNIT PRICES Three hundred-sixty thousand nineteen dollars (use words)
(\$ 360,019.00)
(figures)

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered 1 to 48.

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in Division 1: General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

90% of Work completed.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

95% of the work complete after the Contractor has completed over 50% of the Work.

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

5.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, and settlement of all claims, including liquidated damages, if any, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6. (This Article left blank intentionally)

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to include OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. 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.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Requirements of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely, if any.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface of physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5. 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.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7. CONTRACTOR acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement consisting of 7 pages.
- 8.2. Exhibits to this Agreement identified as: Contractor's Corporate Resolution; Contractor's Certificate of Insurance; _____
_____ inclusive.
- 8.3. Performance Bond and Payment Bond consisting of 4 pages (plus Power of Attorney Forms as applicable).
- 8.4. Notice of Award and Notice to Proceed.
- 8.5. General Conditions consisting of 72 pages.
- 8.6. Supplementary Conditions consisting of 10 pages.
- 8.7. Bid documents as listed in the table of contents of the Project Manual.
- 8.8. Specifications as listed table of contents of the Project Manual.
- 8.9. ~~Drawings not attached hereto but are listed in Section 00860 List of Drawings. Not used.~~
- 8.10. Addenda numbers 1 to 2, inclusive.
- 8.11. CONTRACTOR's Bid consisting of _____ pages.
- 8.12. Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 8.14. The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.15. Notice of Compliance with Chapter 556, Florida Statutes, consisting of 1 page.
- 8.16. Any other document attached hereto or incorporated herein.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.11 The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.12 Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Owner 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 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 Owner all public records in possession of the Contractor upon termination of the Contract Documents 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 Owner in a format that is compatible with the information technology systems of the Owner.

ARTICLE 10. INDEMNIFICATION.

10.1. Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers, and employees for liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

10.2. It is the specific intent of the parties hereto that the foregoing indemnification complies with section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

10.3 Nothing in the Contract Documents shall be construed or interpreted as consent by the OWNER to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in section 768.28, Florida Statutes.

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SIGNATURE PAGE FOLLOWS

ARTICLE 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.6 In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.7 Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 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 THE CONTRACT DOCUMENTS.

9.9 The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in four parts. Two counterparts have been delivered to OWNER, and one counterpart each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR: Foster Marine Contractors, Inc

By: _____

Print Name: R. Howard Wight

Title: President

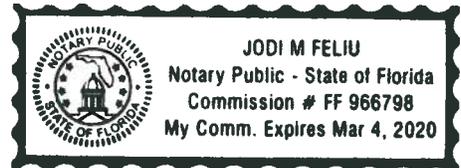
[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by R. Howard Wight, as President _____ of Foster Marine Contractors, Inc., a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

Notary Public:

Jodi M Feliu





AGENDA DATE: June 7, 2016

DEPARTMENT: Water Utilities

EXECUTIVE BRIEF

TITLE:

Amendment to Utility Easement Agreement with Palm Beach County.

SUMMARY:

The proposed amendment will enlarge the easement area to include maintenance of the new 16-inch raw watermain located in John Prince Park.

BACKGROUND AND JUSTIFICATION:

The City recently constructed a 16-inch raw watermain along Lake Osborne Drive within John Prince Park. The new 16-inch raw watermain connects the new surficial aquifer Well 16 to the existing raw watermain that ends up feeding the lime treatment plant. The City owns and maintains a separate 20-inch raw watermain in the same corridor that connects the Floridan aquifer wells that feed the reverse osmosis portion of the water plant. The City has an easement agreement with the County which covers the separate 20-inch raw watermain. The proposed amendment to the easement agreement will expand the easement area in order for the City to maintain the new 16-inch raw watermain.

MOTION:

I move to approve/disapprove the amendment to the Utility Easement Agreement with Palm Beach County.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

Amendment to Easement Agreement with Palm Beach County



May 4, 2015

**Facilities Development &
Operations Department**

**Property & Real Estate
Management Division**

2633 Vista Parkway

West Palm Beach, FL 33411

Telephone - (561) 233-0217

Facsimile (561) 233-0210

www.pbcgov.com/fdo

**Palm Beach County
Board of County
Commissioners**

Mary Lou Berger, Mayor

Hal R. Valeche, Vice Mayor

Paulette Burdick

Shelley Vana

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Mr. Brian A. Shields
Water Utility Director / City Engineer
City of Lake Worth – Water Treatment Plant
301 College St.
Lake Worth, FL 33460

RE: Raw Water Main – John Prince Park

Brian:

Attached please find the 1st Amendment to Easement Agreement modifying (expanding) the easement footprint for the John Prince Park raw water main project. I've also enclosed a copy of a letter from the State indicating they have no objection to the easement modification.

Once the City has approved and executed the agreement please return to me for approval and execution by the BCC.

Following that, I will return the entire executed easement back to you for recording.

Any questions please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Peter Banting".

Peter Banting,
Real Estate Specialist

PB:pb

Enclosure



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

April 4, 2016

Mr. Peter Banting
Palm Beach County
Property & Real Estate Management
2633 Vista Parkway
West Palm Beach, Florida 33411

RE: Modification of Easement/OR Book 22987, Page 0733,
Public Records of Palm Beach County

Dear Mr. Banting:

Please accept this as our letter of no objection for Palm Beach County (County) and the City of Lake Worth to modify their existing easement recorded at OR Book 22987, Page 0733, in the official records of Palm Beach County (Easement). Said easement is located within lands deeded to the County by the Board of Trustees via Deed No. 18537 (OR Book 879, Page 248) which contains reverter language that restricts the land use to park and forest purposes only. A Modification of Deed Restriction was executed by the County and the Board of Trustees in 2007 (No. 18537-C) which expanded the uses to include public utilities, including three municipal water wells. Subsequently, the County and the City of Lake Worth executed the Easement in 2008. The Modification of Deed Restriction language also allows the County to install additional wells, if needed, subject to written approval from the Division of State Lands.

Your current request is to slightly increase the existing Easement footprint in four small areas. It has been determined that these additional easement areas are within the legal description of the Modification of Deed Restriction No. 18537-C; and, therefore we have no objection to the easement modification.

Sincerely,

A handwritten signature in cursive script that reads "Diane Martin".

Diane Martin, OMC Manager
Bureau of Public Land Administration
Division of State Lands

DM/m

PREPARED BY AND RETURN TO:
Peter Banting, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

Property Control Number: 00-43-44-29-00-002-0010

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (the “First Amendment”) granted this _____, by and between **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401, hereinafter referred to as “County” and the **CITY OF LAKE WORTH**, a municipal corporation of the State of Florida, whose address is 7 North Dixie Highway, Lake Worth, Florida 33460-3787, herein referred to as “City”.

WHEREAS, County granted the City an Easement Agreement recorded in the public records of Palm Beach County in Official Record Book 22987, Page 0733 (the “Easement”); and

WHEREAS, the parties wish to enlarge the area of the Pipeline Premises; and

WHEREAS, County and City wish to amend the Easement to replace Exhibit “B”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Easement.

2. Exhibit "B", Pipeline Premises, is hereby deleted in its entirety and replaced by Exhibit "B1 – B5" attached hereto and made a part hereof (the "Pipeline Premises").
3. Except as modified by this First Amendment, the Easement remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Easement, as amended, in accordance with the terms thereof.

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IN WITNESS WHEREOF, County and City have executed this First Amendment on the date set forth hereinabove.

CITY:

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

ATTEST:

By: _____
Pamela J. Lopez, MMC, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
City Attorney

COUNTY:

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Department Director

Exhibit "B-1"
Pipeline Premises

LEGAL DESCRIPTION

PARCELS OF LAND SITUATE IN SECTIONS 28 AND 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING PORTIONS OF THE LANDS DEEDED BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 18537, AS DESCRIBED IN DEED BOOK 879, PAGE 248, AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING A UTILITY EASEMENT OF VARYING WIDTHS, LYING ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

CENTERLINE NO. 1

COMMENCING AT THE NORTHWEST CORNER OF THE REVISED PLAT OF BLOCKS 3, 4, 5, 6 AND 7 IN BUFFALO HEIGHTS, AS RECORDED IN PLAT BOOK 21, PAGE 62 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID PLAT, SOUTH 24°55'15" EAST A DISTANCE OF 369.03 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 522.96 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°09'03", A DISTANCE OF 101.78 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 3; THENCE, DEPARTING SAID WESTERLY PLAT LINE, SOUTH 58°34'52" WEST, A DISTANCE OF 100.28 FEET TO A POINT ON THE WESTERLY LINE OF LAKE OSBORNE DRIVE, AS SHOWN ON SAID REVISED PLAT; THENCE, SOUTH 29°36'49" WEST A DISTANCE OF 23.60 FEET TO REFERENCE POINT "A" AND THE POINT OF BEGINNING; THENCE, SOUTH 40°37'00" EAST A DISTANCE OF 80.49 FEET; THENCE SOUTH 49°47'21" EAST, A DISTANCE OF 105.02 FEET; THENCE SOUTH 56°48'19" EAST A DISTANCE OF 80.18 FEET; THENCE SOUTH 62°46'32" EAST A DISTANCE OF 122.86 FEET; THENCE SOUTH 80°37'24" EAST A DISTANCE OF 196.08 FEET; THENCE SOUTH 84°10'42" EAST A DISTANCE OF 48.52 FEET; THENCE SOUTH 88°30'03" EAST A DISTANCE OF 49.97 FEET TO THE POINT OF TERMINUS OF CENTERLINE NO. 1 AT REFERENCE POINT "B".

TOGETHER WITH THE FOLLOWING:

CENTERLINE NO. 2

COMMENCING AT REFERENCE POINT "B"; THENCE NORTH 01°29'57" EAST A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING OF CENTERLINE NO. 2; THENCE SOUTH 88°30'03" EAST A DISTANCE OF 426.40 FEET; THENCE SOUTH 73°21'34" EAST A DISTANCE OF 205.50 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 393.37 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 31°46'56" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°25'29", A DISTANCE OF 222.62 FEET TO THE POINT OF TERMINUS OF CENTERLINE NO. 2 AND POINT OF REFERENCE "C".

TOGETHER WITH THE FOLLOWING:

CENTERLINE NO. 3

COMMENCING AT REFERENCE POINT "C", THENCE SOUTH 61°23'49" WEST A DISTANCE OF 7.51 FEET TO THE POINT OF BEGINNING OF CENTERLINE NO. 3, AT A POINT ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 300.00 FEET; FROM WHICH A RADIAL LINE BEARS SOUTH 58°31'28" WEST; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°27'50",

(CONTINUED ON SHEET 2 OF 6)

SHEET 1 OF 6
SEC. 28, TWP. 44 S., RGE. 43 E.

PLOT DATE: Oct 16, 2008 -- 8:57am
DWC: S:\ywu\jlar3\dwg\ref3ak11.dwg
XREF: L:\REF DATA\BBOO\2005\areas.dwg
IMAGES: L:\REF DATA\BBOO\2005\areas.dwg

REV: 10-16-08	FL. E.B. NO. 48	FL. L.B. NO. 48	SCALE: N/A
FIELD: -			DATE: 9-19-07
DRAWN: MAG			P.A.NO. A0063.69
APPR: MHC/PPR	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		DR. NO. A-4459
			UTILITY EASEMENT FOR THE CITY OF LAKE WORTH PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION

(CONTINUED FROM SHEET 1 OF 6)

A DISTANCE OF 154.27 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 02°50'09" WEST A DISTANCE OF 127.43 FEET; THENCE SOUTH 10°30'42" WEST A DISTANCE OF 135.04 FEET; THENCE SOUTH 21°19'18" WEST A DISTANCE OF 120.85 FEET TO POINT OF TERMINUS OF CENTERLINE NO. 3.

TOGETHER WITH THE FOLLOWING:

CENTERLINE NO. 4

BEGINNING AT REFERENCE POINT "A"; THENCE NORTH 32°20'34" WEST A DISTANCE OF 102.62 FEET; THENCE NORTH 30°35'31" WEST A DISTANCE OF 79.73 FEET TO REFERENCE POINT "D"; THENCE CONTINUE NORTH 30°35'31" WEST A DISTANCE OF 7.51 FEET; THENCE NORTH 29°29'52" WEST A DISTANCE OF 104.16 FEET TO THE POINT OF TERMINUS OF CENTERLINE NO. 4.

THE SIDES OF THE AFOREMENTIONED EASEMENTS SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN CONTINUOUS STRIPS OF LAND 15.00 FEET IN WIDTH FOR CENTERLINES NO. 1, 3 AND 4, AND 30.00 FEET IN WIDTH FOR CENTERLINE NO. 2; AND TO INTERSECT EXISTING EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

TOGETHER WITH THE FOLLOWING:

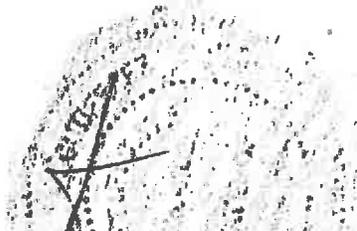
COMMENCING AT REFERENCE POINT "D"; THENCE NORTH 59°24'29" EAST A DISTANCE OF 7.50 FEET TO POINT OF BEGINNING "D"; THENCE NORTH 29°48'14" WEST A DISTANCE OF 26.60 FEET TO A POINT ON THE SOUTH LINE OF THE 25 FEET BY 50 FEET EASEMENT FOR WELL F-3 AS SHOWN ON MOCK ROOS & ASSOCIATES, INC. DRAWING NO. A-4413; THENCE, ALONG SAID SOUTH LINE, NORTH 65°04'45" EAST, A DISTANCE OF 20.00 FEET; THENCE, DEPARTING SAID SOUTH LINE, SOUTH 24°55'15" EAST, A DISTANCE OF 26.50 FEET; THENCE SOUTH 65°04'45" WEST A DISTANCE OF 17.74 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE AFOREMENTIONED EASEMENTS CONTAINS 48,847.95 SQUARE FEET, OR 1.12 ACRES, MORE OR LESS.

NOT VALID WITHOUT
ACCOMPANYING SKETCH
SHEETS 3, 4, 5 AND 6 OF 6

NOTES:

1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE, NOR DOES IT REPRESENT A SURVEY OF THE SUBJECT PREMISES.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST PER THE PALM BEACH COUNTY SECTIONAL BREAKDOWN, SAID BEARING BEING SOUTH 88°03'56" EAST.

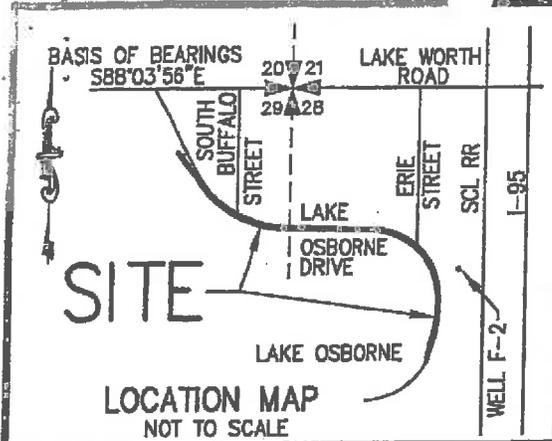


MANUEL A. GUTIERREZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4102

SHEET 2 OF 6
SEC. 28, TWP. 44 S., RGE. 43 E.

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FIELD: -	 MOCK • ROOS ENGINEERS • SURVEYORS • PLANNERS		DATE: 9-19-07
DRAWN: MAG			FOR THE CITY OF LAKE WORTH PALM BEACH COUNTY, FLORIDA
APPR: MHC	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		DR. NO. A-4459

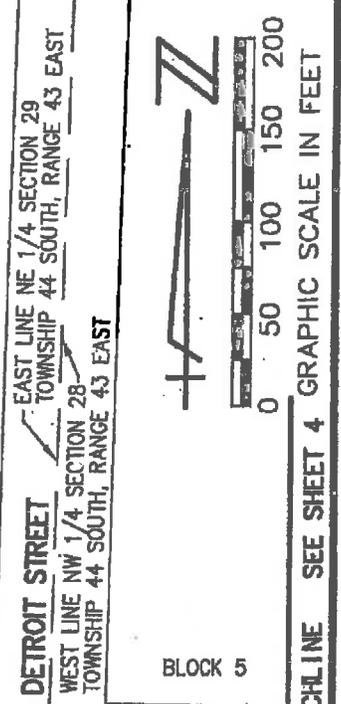
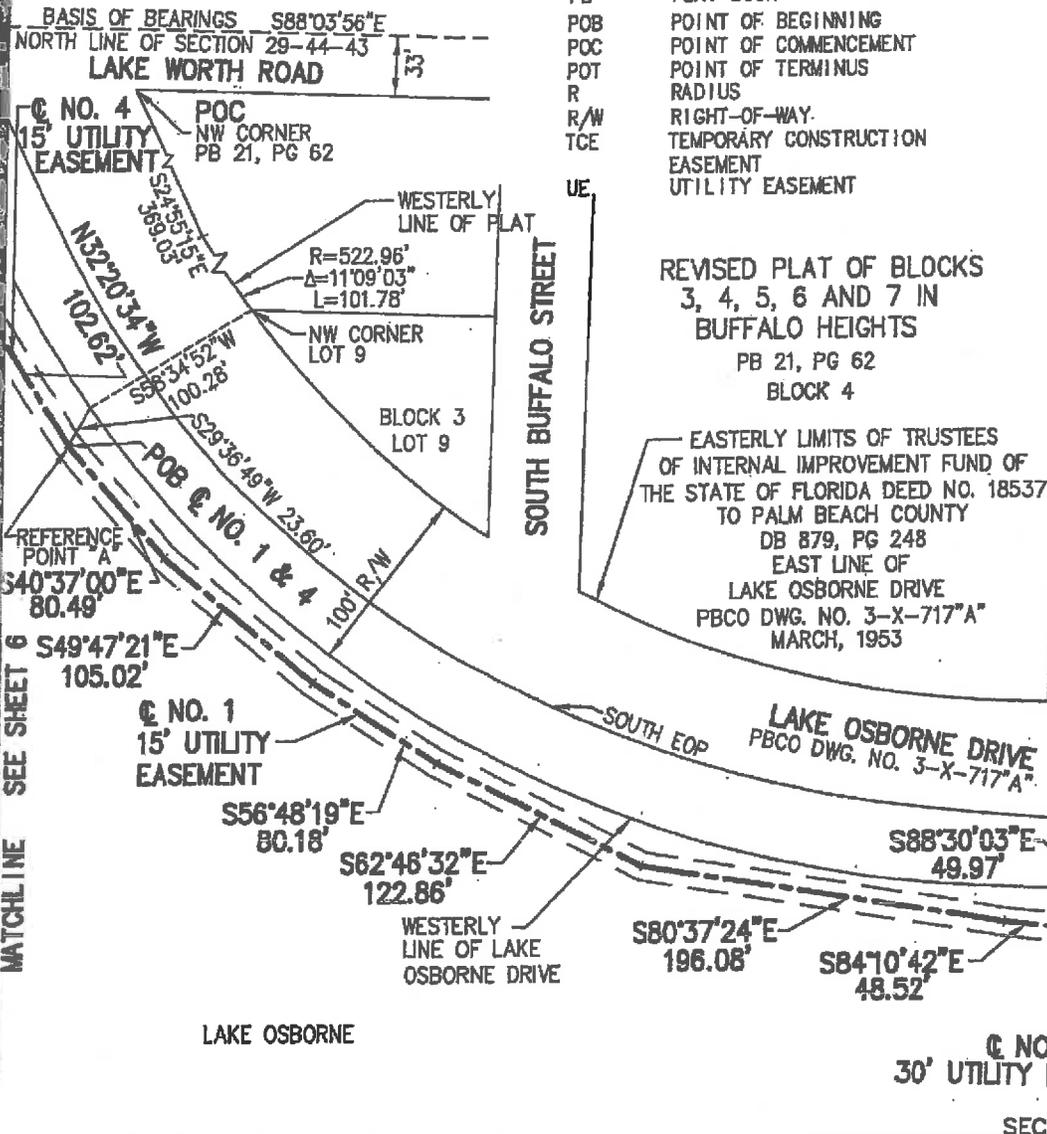


LEGEND

- L & C ARC DISTANCE
- CLW CENTERLINE
- DB CITY OF LAKE WORTH
- FDOT DEED BOOK
- DE FLORIDA DEPARTMENT OF TRANSPORTATION
- EOP DRAINAGE EASEMENT
- IEE EDGE OF PAVEMENT
- ORB INGRESS-EGRESS EASEMENT
- PG OFFICIAL RECORDS BOOK
- PBCO PAGE
- PB PALM BEACH COUNTY
- PB PLAT BOOK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- R RADIUS
- R/W RIGHT-OF-WAY
- TCE TEMPORARY CONSTRUCTION EASEMENT
- UE UTILITY EASEMENT

NOTES:

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4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST PER THE PALM BEACH COUNTY SECTIONAL BREAKDOWN, SAID BEARING BEING SOUTH, 88°03'56" EAST.

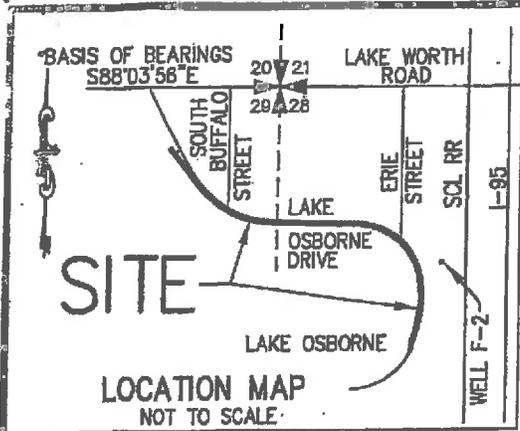


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 MATCHLINE SEE SHEET 4

REV: 12-12-07	FL. E.B. NO. 48	FL. L.B. NO. 48	SCALE: 1"=100'
FIELD: --			DATE: 09-19-07
DRAWN: MAG			P.A. NO. A0063.69
APPR: MHC	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		DR. NO. A-4459

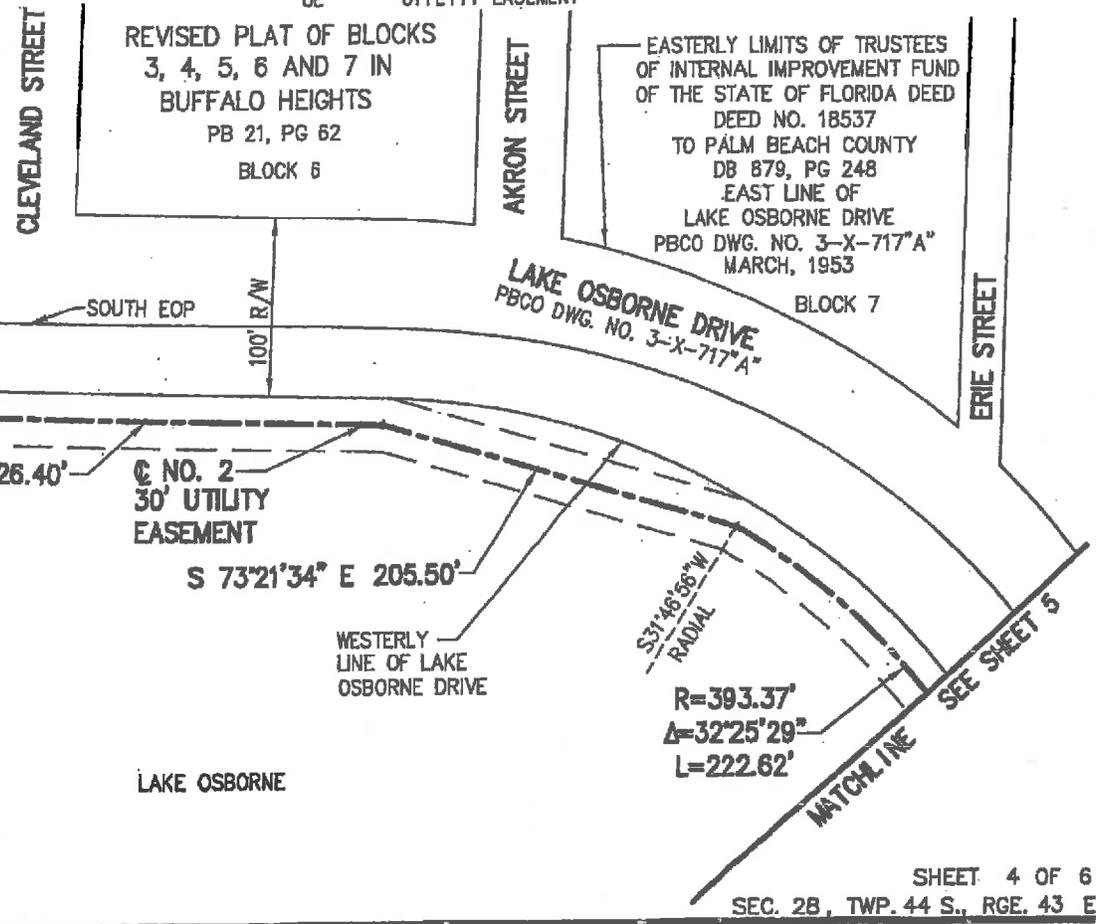
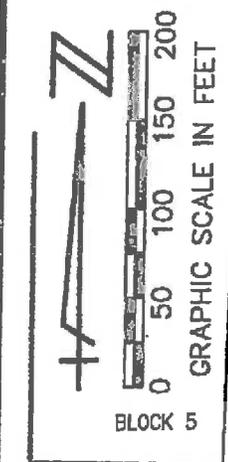
UTILITY EASEMENT
 FOR THE CITY OF LAKE WORTH
 PALM BEACH COUNTY, FLORIDA

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- LEGEND:**
- L ARC DISTANCE
 - CLW CENTERLINE
 - Δ CENTRAL ANGLE
 - CLW CITY OF LAKE WORTH
 - DB DEED BOOK
 - FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
 - DE DRAINAGE EASEMENT
 - EOP EDGE OF PAVEMENT
 - IEE INGRESS-EGRESS EASEMENT
 - ORB OFFICIAL RECORDS BOOK
 - PG PAGE
 - PBCO PALM BEACH COUNTY
 - PB PLAT BOOK
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - POT POINT OF TERMINUS
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 - TCE TEMPORARY CONSTRUCTION EASEMENT
 - UE UTILITY EASEMENT

- NOTES:**
1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE, NOR DOES IT REPRESENT A SURVEY OF THE SUBJECT PREMISES.
 2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
 4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST PER THE PALM BEACH COUNTY SECTIONAL BREAKDOWN, SAID BEARING BEING SOUTH 88°03'56" EAST.



SHEET 4 OF 6
 SEC. 28, TWP. 44 S., RGE. 43 E.

REV: 12-12-07
 FIELD: -
 DRAWN: MAG
 APPR: MHO

FL. E.B. NO. 48

MOCK • ROOS
 ENGINEERS • SURVEYORS • PLANNERS

5720 Corporate Way, West Palm Beach, Florida 33407
 (561) 683-3113, fax 478-7248

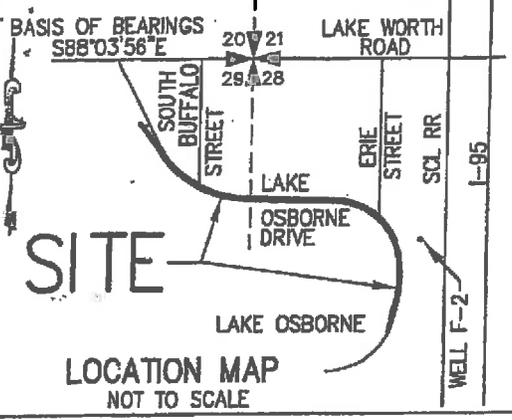
FL. L.B. NO. 48

UTILITY EASEMENT

FOR THE CITY OF LAKE WORTH
 PALM BEACH COUNTY, FLORIDA

SCALE: 1"=100'
 DATE: 9-19-07
 P.A.NO. A0063.89
 DR. NO. A-4459

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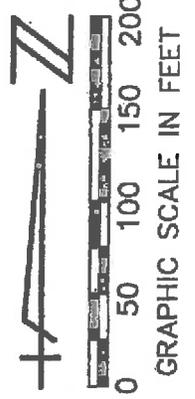


HOLIDAY 2
 MOBILE PARK
 ORB 11397, PG 1181

EASTERLY LIMITS OF TRUSTEES
 OF INTERNAL IMPROVEMENT FUND
 OF THE STATE OF FLORIDA
 DEED NO. 18537
 TO PALM BEACH COUNTY
 DB 879, PG 248
 EAST LINE OF
 LAKE OSBORNE DRIVE
 PBCO DWG. NO. 3-X-717"A
 MARCH, 1953

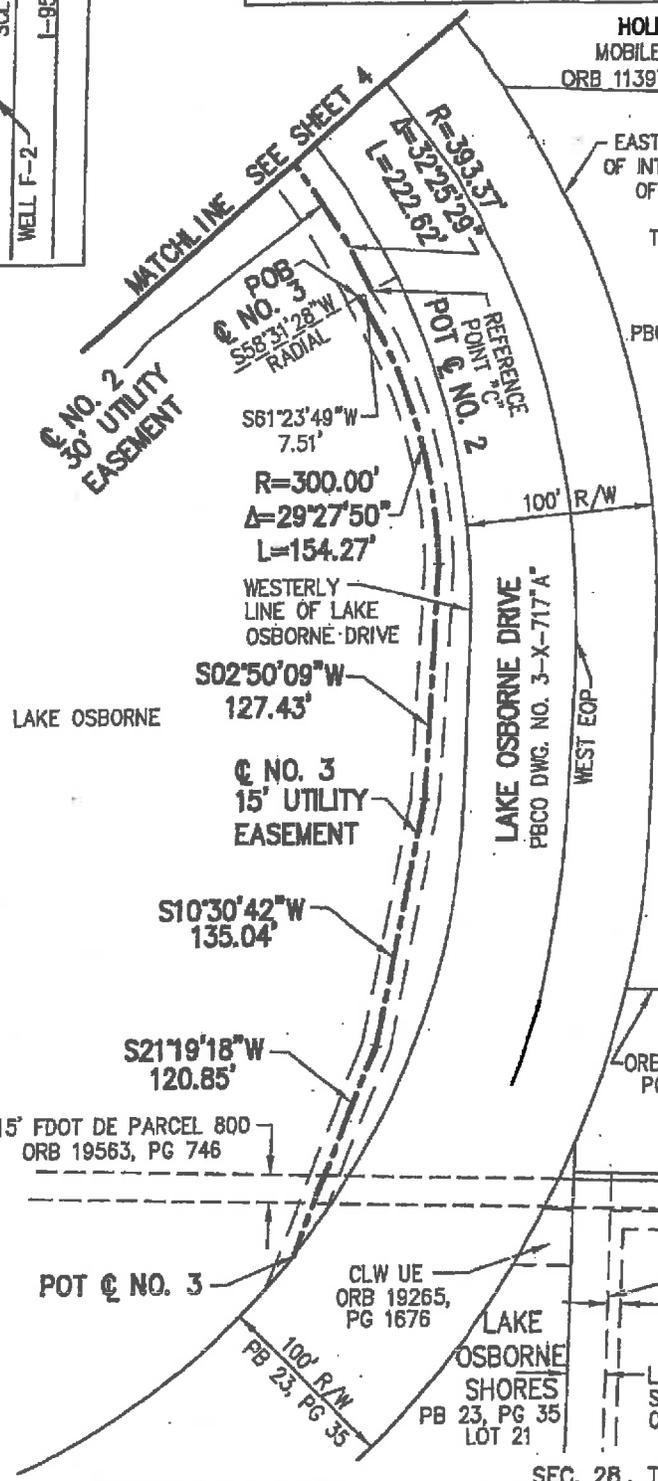
NOTES:
 1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE, NOR DOES IT REPRESENT A SURVEY OF THE SUBJECT PREMISES.
 2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
 4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST PER THE PALM BEACH COUNTY SECTIONAL BREAKDOWN, SAID BEARING BEING SOUTH 88°03'56" EAST.

CITY OF
 LAKE WORTH
 ORB 8574, PG 1815



LEGEND:

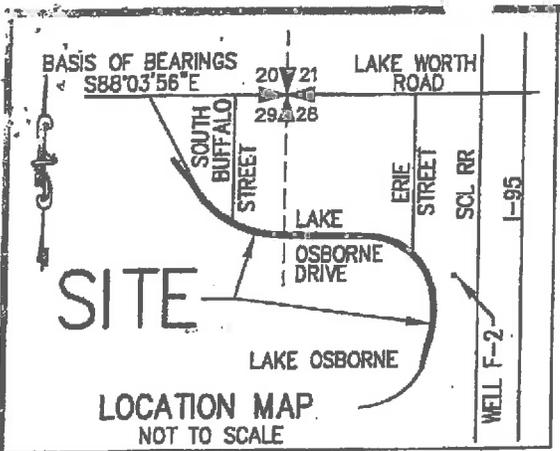
- L ARC DISTANCE
- ☉ CENTERLINE
- △ CENTRAL ANGLE
- CLW CITY OF LAKE WORTH
- DB DEED BOOK
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- DE DRAINAGE EASEMENT
- EOP EDGE OF PAVEMENT
- IEE INGRESS-EGRESS EASEMENT
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PBCO PALM BEACH COUNTY
- PB PLAT BOOK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- R RADIUS
- R/W RIGHT-OF-WAY
- TCE TEMPORARY CONSTRUCTION EASEMENT
- UE UTILITY EASEMENT



SEC. 28, TWP. 44 S., RGE. 43 E.

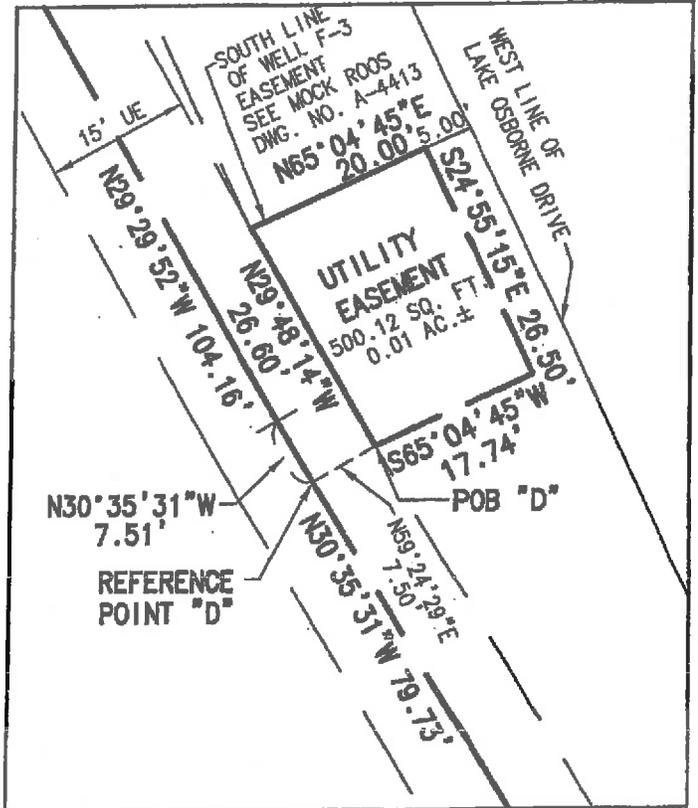
REV: 12-12-07	FL. E.B. NO. 48	FL. L.B. NO. 48	SCALE: 1"=100'
FIELD: -			DATE: 9-19-07
DRAWN: MAG			P.A.NO. A0063.69
APPR: MHC	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		DR. NO. A-4459
UTILITY EASEMENT FOR THE CITY OF LAKE WORTH PALM BEACH COUNTY, FLORIDA			SHEET 5 OF 6

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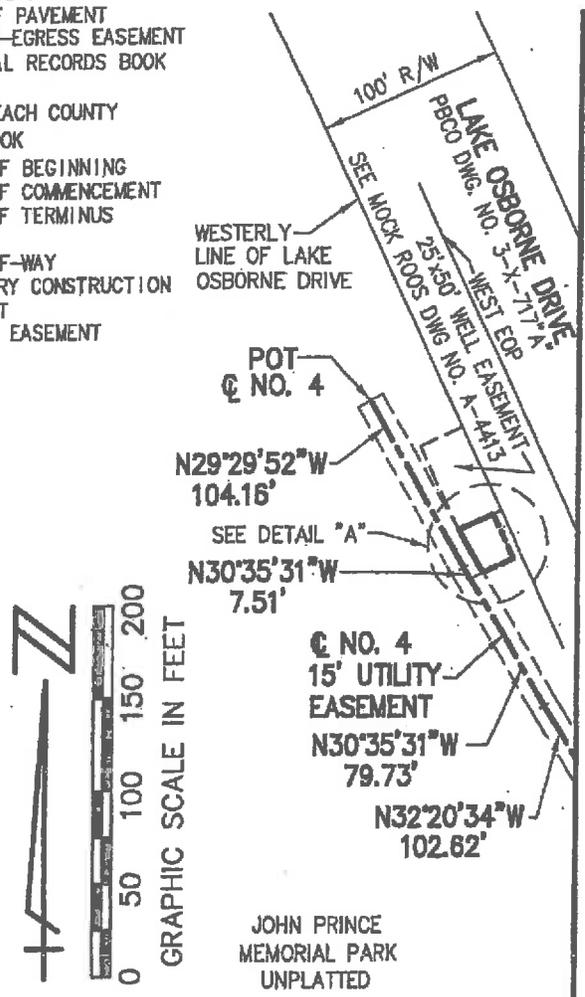


LEGEND

- L ARC DISTANCE
- ⊙ CENTERLINE
- △ CENTRAL ANGLE
- CLW CITY OF LAKE WORTH
- DB DEED BOOK
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- DE DRAINAGE EASEMENT
- EOP EDGE OF PAVEMENT
- IEE INGRESS-EGRESS EASEMENT
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PBCO PALM BEACH COUNTY
- PB PLAT BOOK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- R RADIUS
- R/W RIGHT-OF-WAY
- TCE TEMPORARY CONSTRUCTION EASEMENT
- UE UTILITY EASEMENT



DETAIL "A"
NOT TO SCALE



MATCHLINE SEE SHEET 3

SHEET 6 OF 6
 SEC. 28, TWP. 44 S., RGE. 43 E.

REV: 10-16-08
FIELD: -
DRAWN: MAG
APPR: MHC

FL. E.B. NO. 48
MOCK ROOS
 ENGINEERS SURVEYORS PLANNERS
 5720 Corporate Way, West Palm Beach, Florida 33407
 (561) 683-3113, fax 478-7248

FL. L.B. NO. 48
UTILITY EASEMENT
 FOR THE CITY OF LAKE WORTH
 PALM BEACH COUNTY, FLORIDA

SCALE: 1"=100'
DATE: 09-19-07
P.A.NO. A0063.69
DR. NO. A-4459

Exhibit "B-2"
Pipeline Premises

DESCRIPTION:

A 15.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF THE PARCEL OF LAND AS DESCRIBED IN THAT CERTAIN T.I.I.F. DEED No. 18537 AS RECORDED IN OFFICIAL DEED BOOK 879, PAGE 248 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 5 OF THE REVISED PLAT OF BLOCKS 3, 4, 5, 6 AND 7 IN BUFFALO HEIGHTS AS RECORDED IN PLAT BOOK 21 ON PAGE 62 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 01°26'18" WEST ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID BLOCK 5, A DISTANCE OF 100.00 FEET TO THE SOUTHERLY LINE OF A 100 FOOT WIDE ROAD RIGHT-OF-WAY AS DESCRIBED IN SAID T.I.I.F. DEED No. 18537; THENCE NORTH 88°30'03" WEST ALONG SAID SOUTH ROAD RIGHT-OF-WAY LINE, A DISTANCE OF 14.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°30'03" WEST, ALONG SAID SOUTH ROAD RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET; THENCE SOUTH 01°29'57" WEST A DISTANCE OF 15.00 FEET TO A POINT BEING ON A LINE LYING 15.00 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID SOUTH ROAD RIGHT-OF-WAY LINE; THENCE SOUTH 88°30'03" EAST, ALONG SAID PARALLEL LINE A DISTANCE OF 15.00 FEET; THE PRECEDING COURSE BEING COINCIDENT WITH THE NORTH LINE OF A VARIABLE WIDTH UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORD BOOK 22987, PAGE 733 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 01°29'57" EAST, A DISTANCE OF 15.00 FEET TO SAID SOUTH ROAD RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE NORTHWEST ONE-QUARTER (NW-1/4) OF SECTION 28, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

CONTAINING 225 SQUARE FEET MORE OR LESS.

11/2/15
David A. Bower

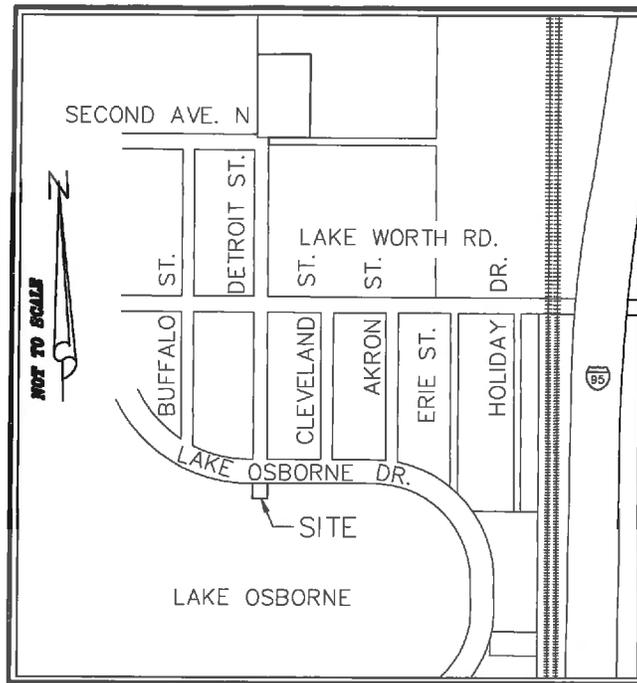
DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

1	11/2/15	REVISE PER REVIEW COMMENTS	DAB
NO.	DATE	REVISIONS	BY

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: CITY OF LAKE WORTH

DRAWN: RRM	SCALE: N/A	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD1	SHEET: 1 OF 5



LOCATION MAP
NOT TO SCALE

SURVEYOR'S NOTES:

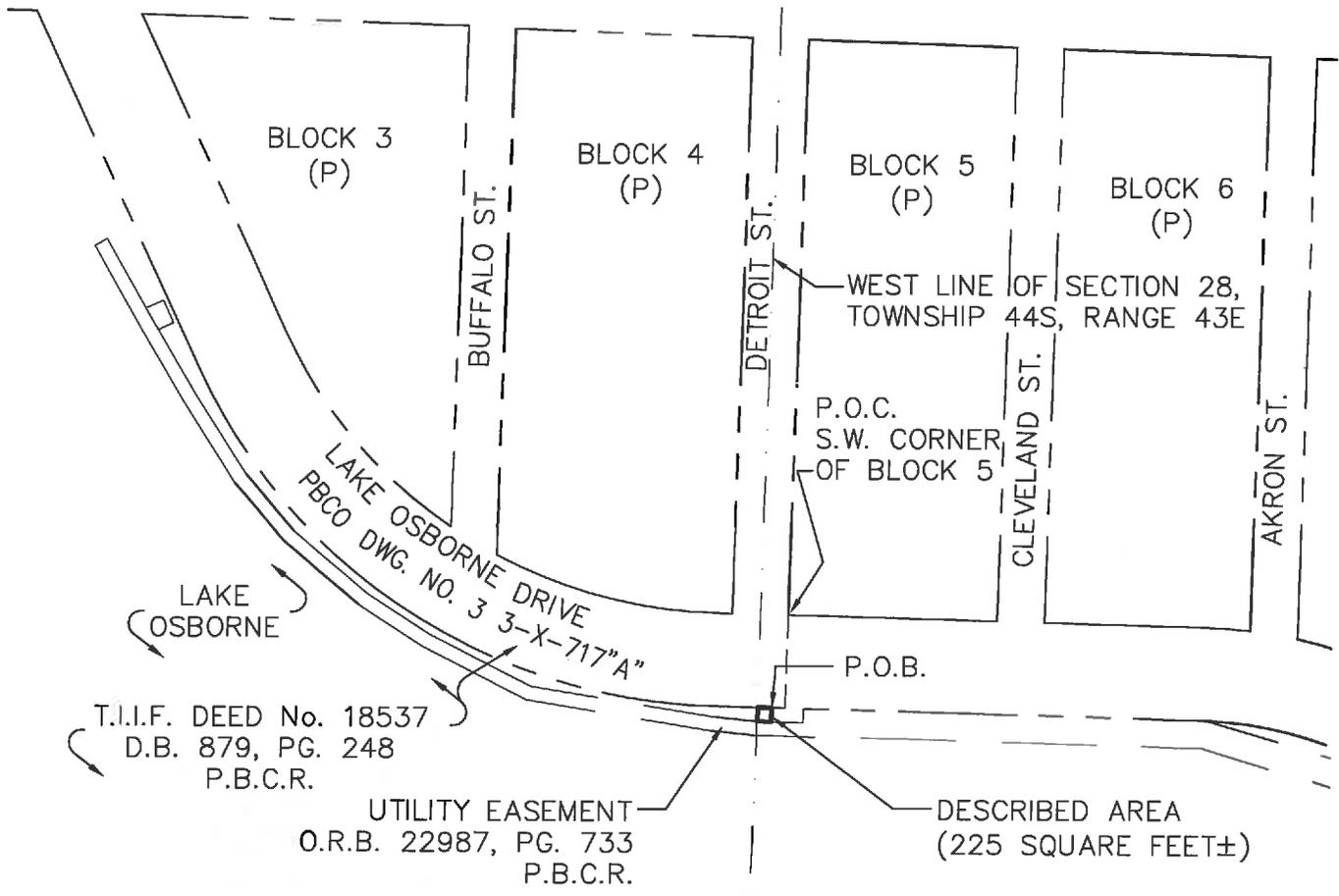
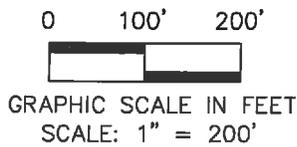
1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE LINE BETWEEN PALM BEACH COUNTY HORIZONTAL CONTROL MONUMENT "RUDY" AND THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 44 SOUTH , RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. SAID LINE BEING MONUMENTED HAVING A GRID BEARING OF SOUTH 69°48'45" EAST.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
5. THIS IS NOT A SURVEY.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: CITY OF LAKE WORTH

DRAWN: RRM	SCALE: N/A	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD1	SHEET: 2 OF 5

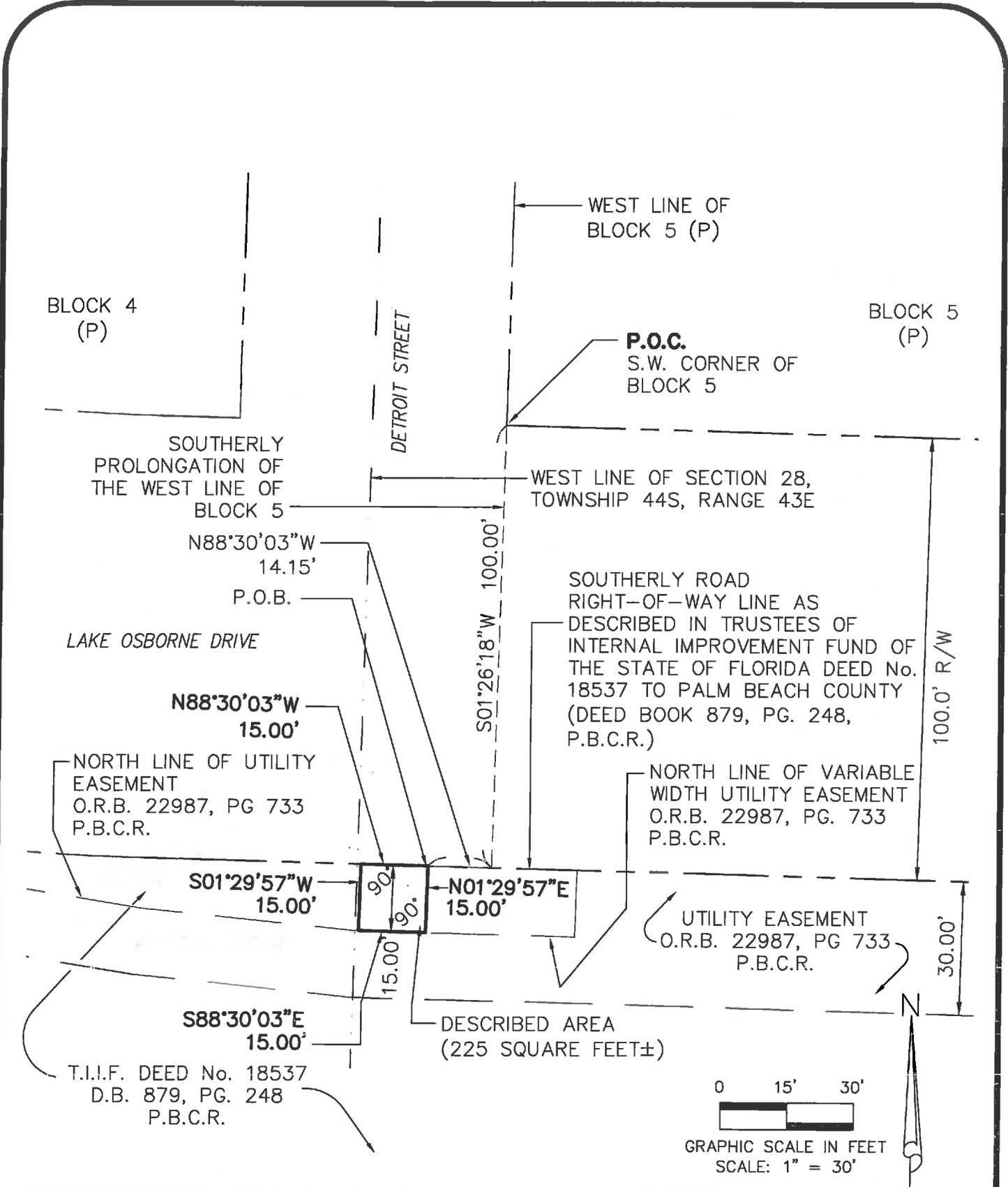


LEGEND:

- D.B. = DEED BOOK
- NTS = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- (P) = PER THE REVISED PLAT OF BLOCKS 3, 4, 5, 6 AND 7 IN BUFFALO HEIGHTS, P.B. 21 PG 62, P.B.C.R.
- P.B. = PLAT BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PG. = PAGE
- P.C.N. = PARCEL CONTROL NUMBER
- T.I.I.F. = BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA
- ± = MORE OR LESS

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

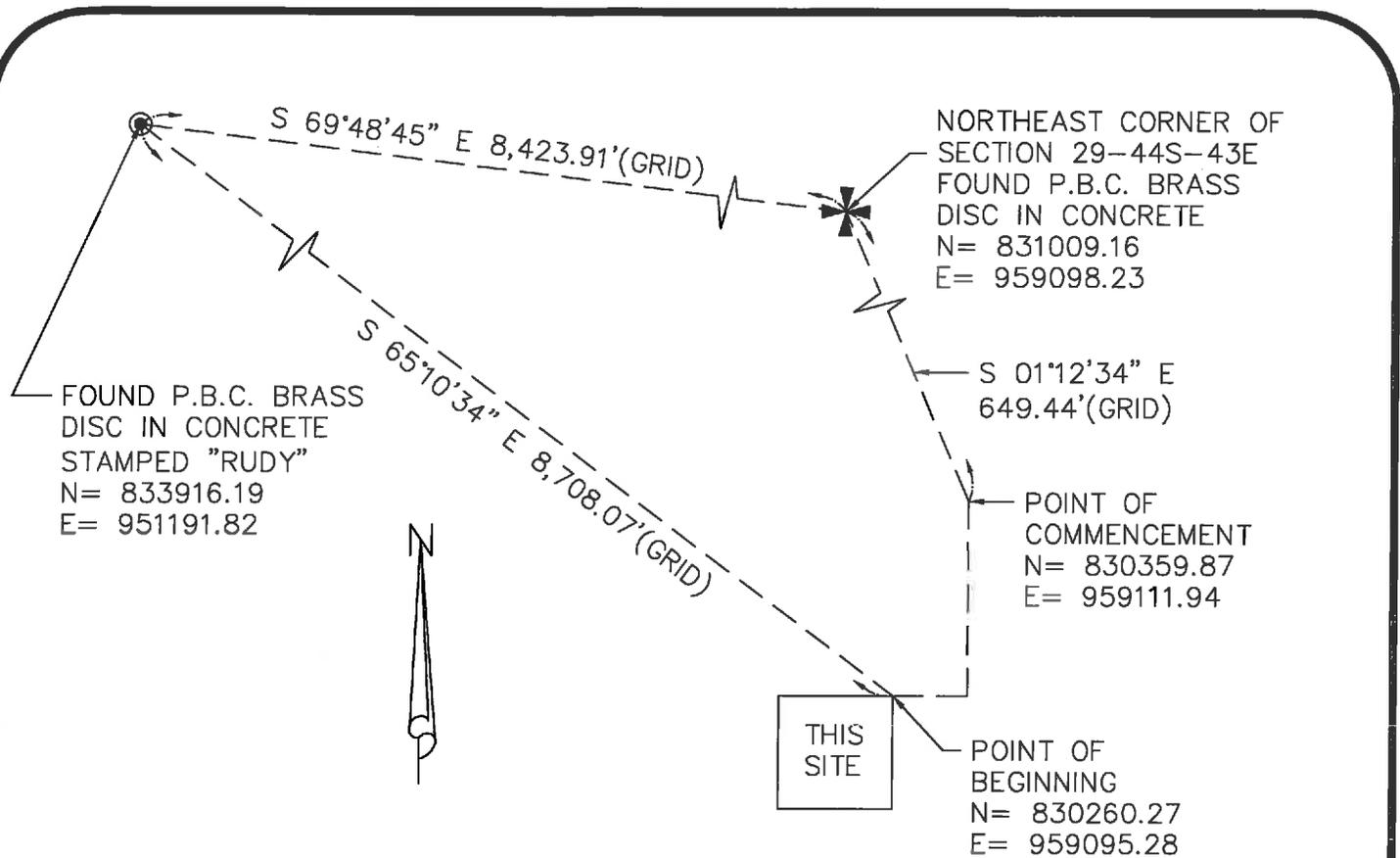
SKETCH & DESCRIPTION		
For: CITY OF LAKE WORTH		
DRAWN: RRM	SCALE: 1"=200'	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD1	SHEET: 3 OF 5



Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: CITY OF LAKE WORTH

DRAWN: RRM	SCALE: 1"=30'	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD1	SHEET: 4 OF 5



COORDINATES SHOWN ARE GRID
 DATUM = NAD 83, 1990 ADJUSTMENT
 ZONE = FLORIDA EAST
 LINEAR UNITS = US SURVEY FOOT
 COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
 ALL DISTANCES ARE GROUND (EXCEPT AS NOTED)
 PROJECT SCALE FACTOR = 1.0000444
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

LEGEND:

FND. = FOUND
 NTS = NOT TO SCALE
 P.B.C. = PALM BEACH COUNTY

Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: CITY OF LAKE WORTH

DRAWN: RRM	SCALE: NTS	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD1	SHEET: 5 OF 5

Exhibit "B-3"
Pipeline Premises

DESCRIPTION:

A VARIABLE WIDTH STRIP OF LAND LYING WITHIN A PORTION OF THE PARCEL OF LAND AS DESCRIBED IN THAT CERTAIN T.I.I.F. DEED No. 18537 AS RECORDED IN OFFICIAL DEED BOOK 879, PAGE 248 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 5 OF THE REVISED PLAT OF BLOCKS 3, 4, 5, 6 AND 7 IN BUFFALO HEIGHTS AS RECORDED IN PLAT BOOK 21 ON PAGE 62 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 01°26'18" WEST ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID BLOCK 5, A DISTANCE OF 100.00 FEET TO THE SOUTHERLY LINE OF A 100 FOOT WIDE ROAD RIGHT-OF-WAY AS DESCRIBED IN SAID T.I.I.F DEED No. 18537; THENCE NORTH 88°30'03" WEST ALONG SAID SOUTH ROAD RIGHT-OF-WAY LINE, A DISTANCE OF 26.78 FEET; THENCE SOUTH 00°28'45" WEST, A DISTANCE OF 30.00 FEET TO A POINT BEING ON A LINE LYING 30.00 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID SOUTH ROAD RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING; THENCE SOUTH 88°30'03" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 81.74 FEET, THE PRECEDING COURSE ALSO BEING ALONG THE SOUTH LINE OF A VARIABLE WIDTH UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 22987, PAGE 733 AS RECORDED IN PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 01°29'57" WEST, A DISTANCE OF 1.82 FEET; THENCE SOUTH 88°05'37" WEST, A DISTANCE OF 43.51 FEET; THENCE SOUTH 89°32'12" WEST, A DISTANCE OF 38.22 FEET; THENCE NORTH 00°28'45" EAST, A DISTANCE OF 5.72 FEET THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE NORTHWEST ONE-QUARTER (NW-1/4) OF SECTION 28, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

CONTAINING 329 SQUARE FEET MORE OR LESS.

11/2/15
David A. Bower

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

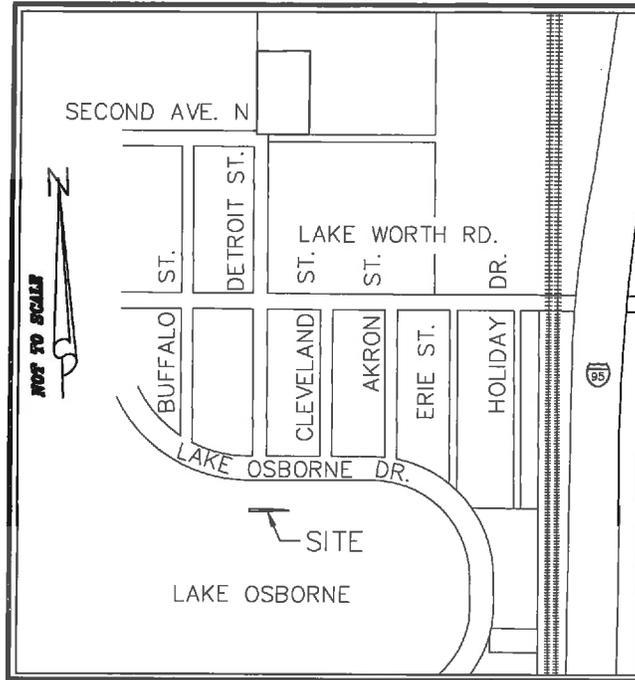
1	11/2/15	REVISE PER REVIEW COMMENTS	DAB
NO.	DATE	REVISIONS	BY

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: CITY OF LAKE WORTH

DRAWN: RRM	SCALE: N/A	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD2	SHEET: 1 OF 5



LOCATION MAP
NOT TO SCALE

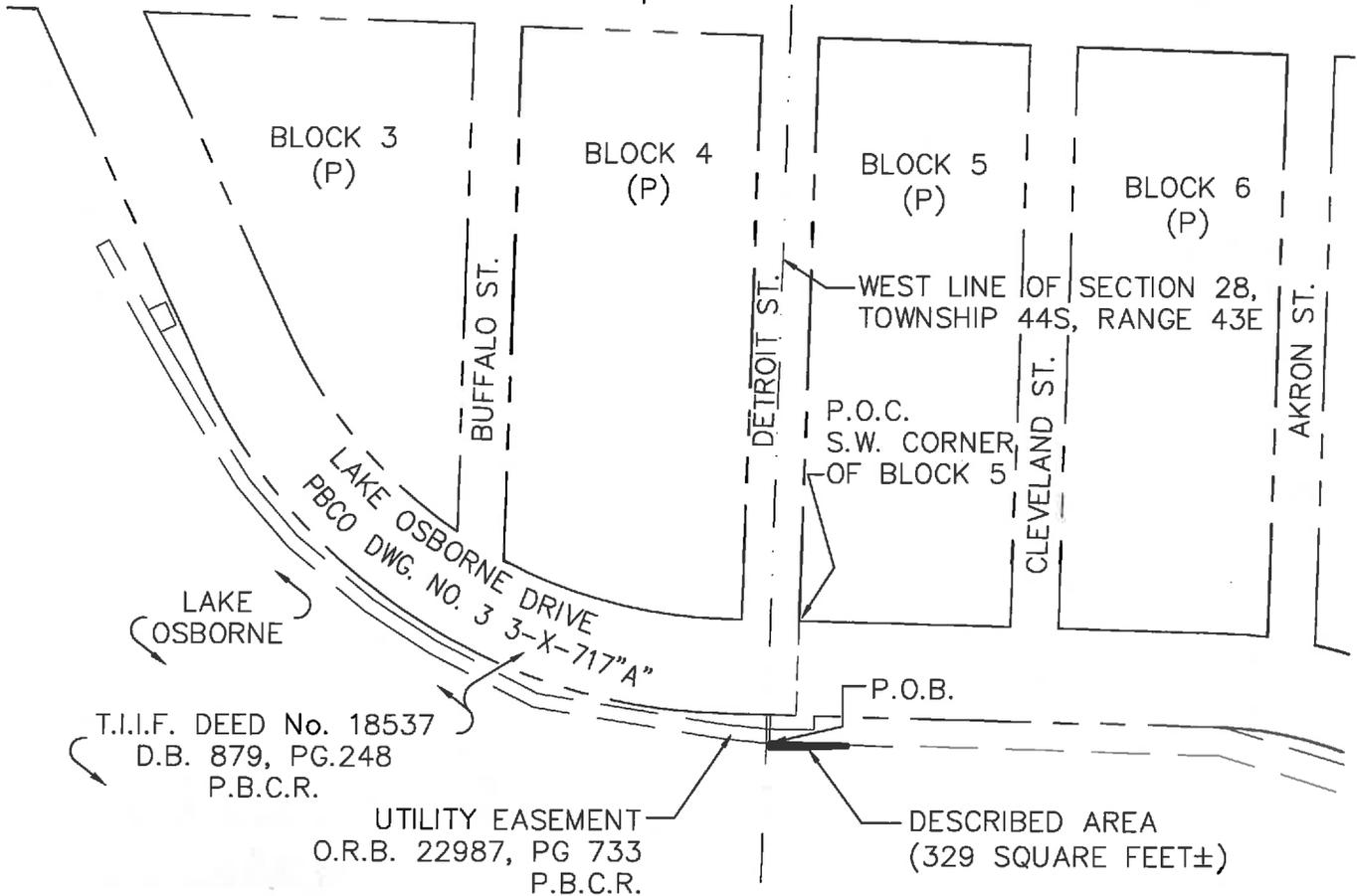
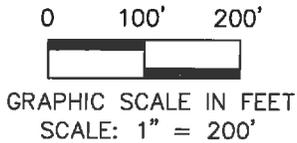
SURVEYOR'S NOTES:

1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE LINE BETWEEN PALM BEACH COUNTY HORIZONTAL CONTROL MONUMENT "RUDY" AND THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 44 SOUTH , RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. SAID LINE BEING MONUMENTED HAVING A GRID BEARING OF SOUTH 69°48'45" EAST.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
5. THIS IS NOT A SURVEY.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: CITY OF LAKE WORTH

DRAWN: RRM	SCALE: N/A	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD2	SHEET: 2 OF 5



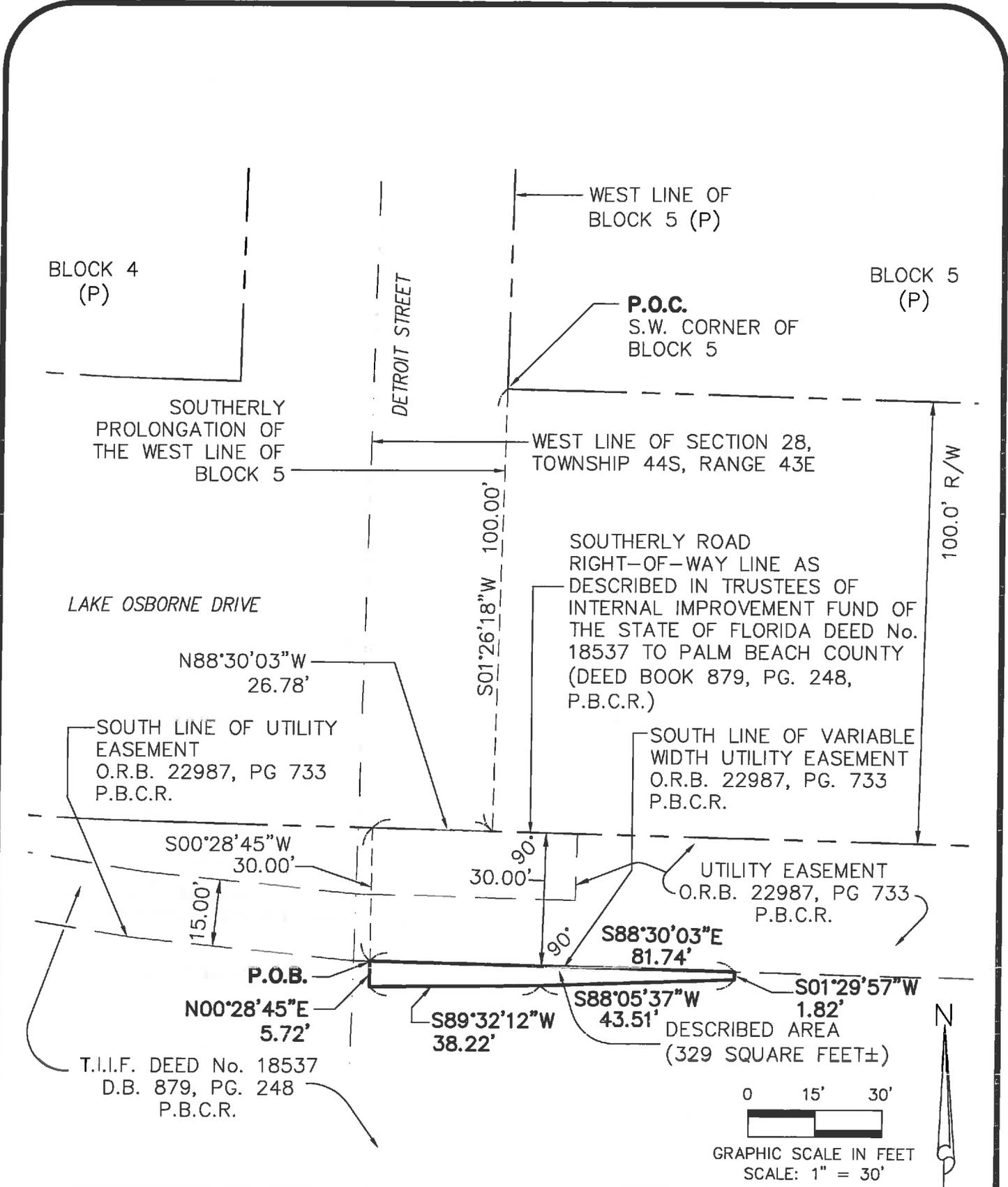
LEGEND:

- | | |
|--|---|
| D.B. = DEED BOOK | P.O.B. = POINT OF BEGINNING |
| NTS = NOT TO SCALE | P.O.C. = POINT OF COMMENCEMENT |
| O.R.B. = OFFICIAL RECORDS BOOK | PG. = PAGE |
| (P) = PER THE REVISED PLAT OF
BLOCKS 3, 4, 5, 6 AND 7 IN
BUFFALO HEIGHTS, P.B. 21
PG 62, P.B.C.R. | P.C.N. = PARCEL CONTROL NUMBER |
| P.B. = PLAT BOOK | T.I.I.F. = BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA |
| P.B.C.R. = PALM BEACH COUNTY RECORDS | ± = MORE OR LESS |

Dennis J. Leavy & Associates, Inc.
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 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: CITY OF LAKE WORTH

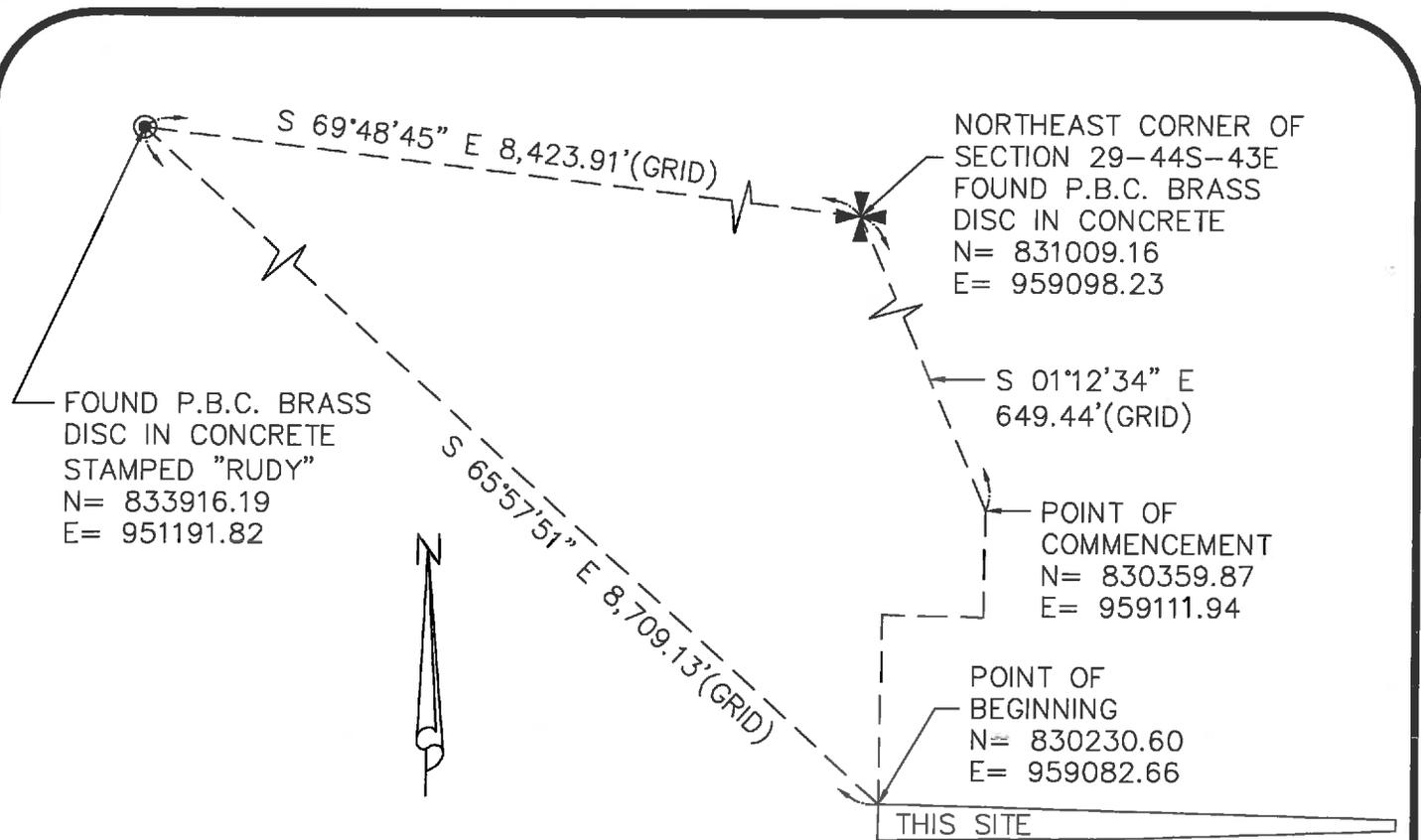
DRAWN: RRM	SCALE: 1"=200'	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD2	SHEET: 3 OF 5



Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: CITY OF LAKE WORTH

DRAWN: RRM	SCALE: 1"=30'	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD2	SHEET: 4 OF 5



COORDINATES SHOWN ARE GRID
 DATUM = NAD 83, 1990 ADJUSTMENT
 ZONE = FLORIDA EAST
 LINEAR UNITS = US SURVEY FOOT
 COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
 ALL DISTANCES ARE GROUND (EXCEPT AS NOTED)
 PROJECT SCALE FACTOR = 1.0000444
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

LEGEND:

- FND. = FOUND
- NTS = NOT TO SCALE
- P.B.C. = PALM BEACH COUNTY

Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: CITY OF LAKE WORTH

DRAWN: RRM	SCALE: NTS	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD2	SHEET: 5 OF 5

Exhibit "B-4"
Pipeline Premises

DESCRIPTION:

A VARIABLE WIDTH STRIP OF LAND LYING WITHIN A PORTION OF THE PARCEL OF LAND AS DESCRIBED IN THAT CERTAIN T.I.I.F. DEED No. 18537 AS RECORDED IN OFFICIAL DEED BOOK 879, PAGE 248 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 7 OF THE REVISED PLAT OF BLOCKS 3, 4, 5, 6 AND 7 IN BUFFALO HEIGHTS AS RECORDED IN PLAT BOOK 21 ON PAGE 62 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 39°59'23" WEST ALONG A RADIAL LINE, A DISTANCE OF 100.00 FEET TO A POINT BEING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 39°59'23" WEST FROM SAID POINT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 408.37 FEET, A CENTRAL ANGLE OF 30°32'15" FOR A DISTANCE OF 217.65 FEET; THE PRECEDING COURSE BEING COINCIDENT WITH THE WESTERLY LINE OF A 100 FOOT ROAD WIDE RIGHT-OF-WAY AS DESCRIBED IN SAID T.I.I.F. DEED No. 18537; THENCE SOUTH 66°52'55" WEST, A DISTANCE OF 26.39 FEET TO A POINT BEING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 66°52'55" WEST FROM SAID POINT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 292.50 FEET, A CENTRAL ANGLE OF 15°32'58" FOR A DISTANCE OF 79.38 FEET; THE PRECEDING COURSE BEING COINCIDENT WITH THE WEST LINE OF A VARIABLE WIDTH UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORD BOOK 22987, PAGE 733 AS RECORDED IN PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 15°20'36" WEST ALONG THE CHORD OF THE LAST DESCRIBED CURVE, A DISTANCE OF 79.14 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE NORTHWEST ONE-QUARTER (NW-1/4) OF SECTION 28, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

CONTAINING 142 SQUARE FEET MORE OR LESS.

11/2/15
David A. Bower

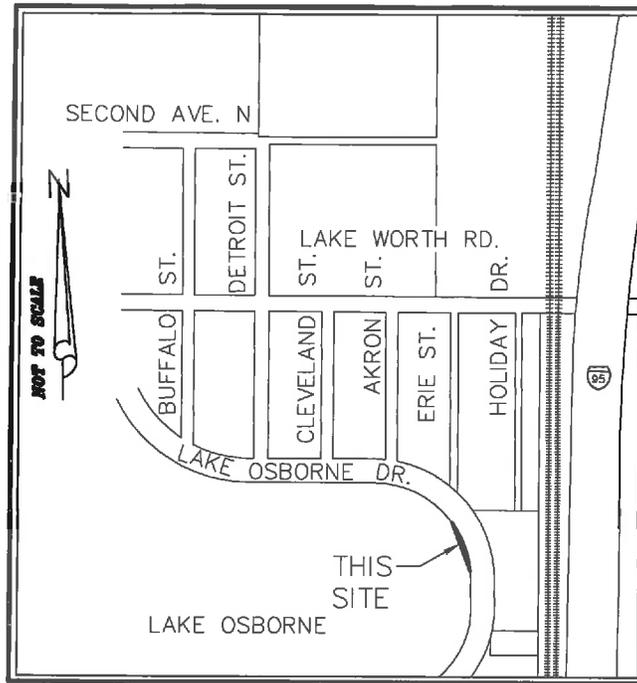
DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

1	11/2/15	REVISE PER REVIEW COMMENTS	DAB
NO.	DATE	REVISIONS	BY

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: CITY OF LAKE WORTH

DRAWN: RRM	SCALE: N/A	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD3	SHEET: 1 OF 5



LOCATION MAP
NOT TO SCALE

SURVEYOR'S NOTES:

1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE LINE BETWEEN PALM BEACH COUNTY HORIZONTAL CONTROL MONUMENT "RUDY" AND THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 44 SOUTH , RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. SAID LINE BEING MONUMENTED HAVING A GRID BEARING OF SOUTH 69°48'45" EAST.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
5. THIS IS NOT A SURVEY.

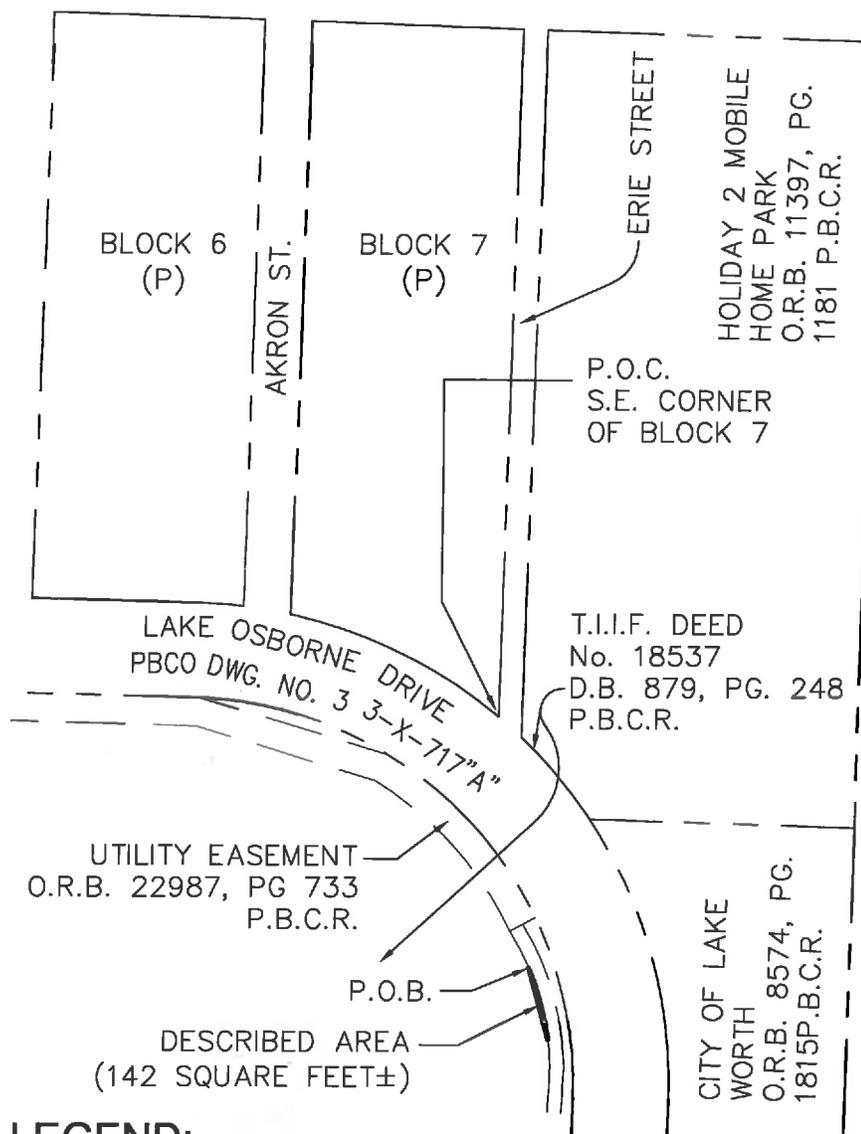
Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION

For: CITY OF LAKE WORTH

DRAWN: RRM	SCALE: N/A	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD3	SHEET: 2 OF 5



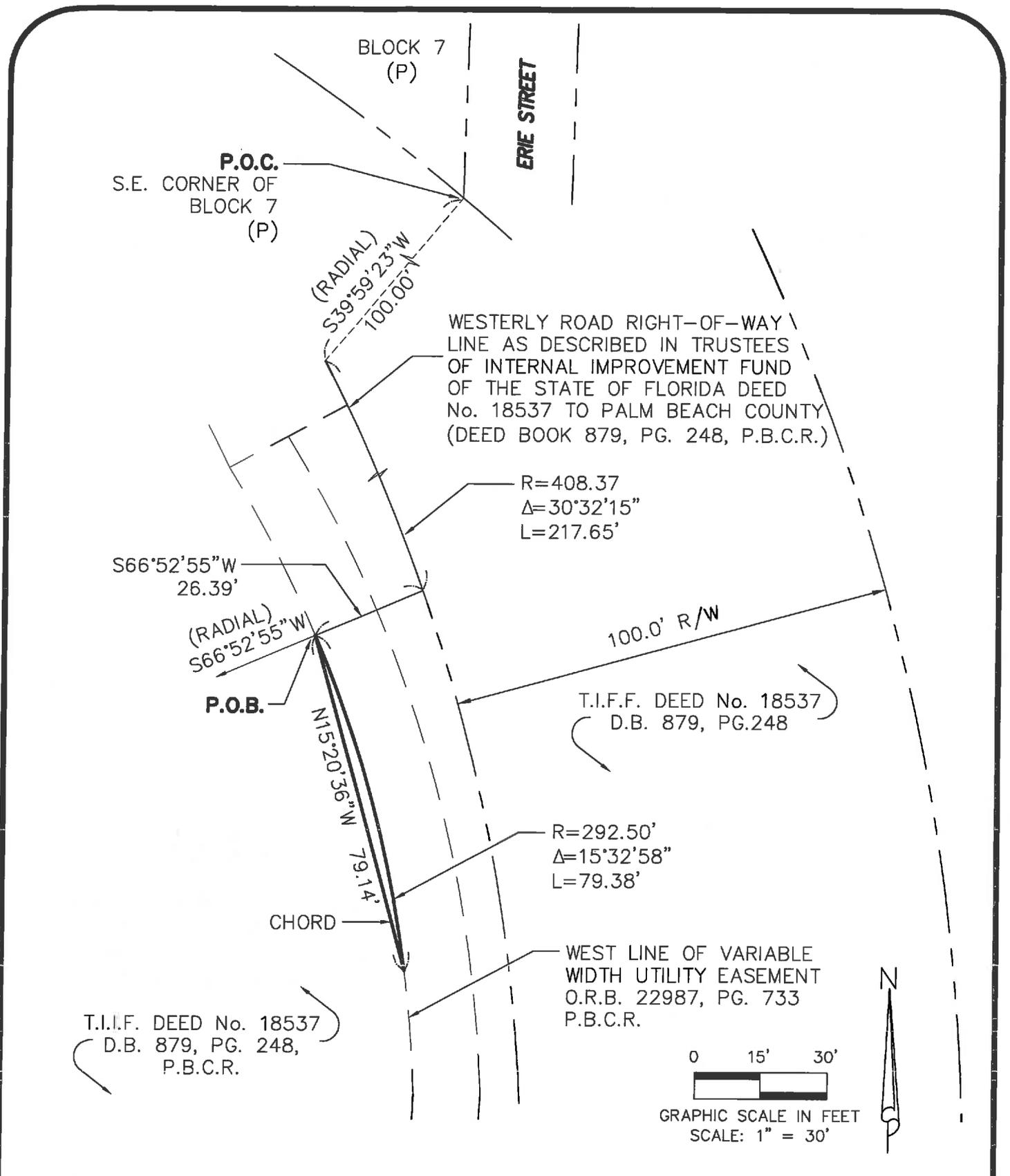
LEGEND:

- D.B. = DEED BOOK
- NTS = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- (P) = PER THE REVISED PLAT OF BLOCKS 3, 4, 5, 6 AND 7 IN BUFFALO HEIGHTS, P.B. 21 PG 62, P.B.C.R.
- P.B. = PLAT BOOK
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SKETCH & DESCRIPTION
 For: CITY OF LAKE WORTH

DRAWN: RRM	SCALE: 1"=200'	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD3	SHEET: 3 OF 5

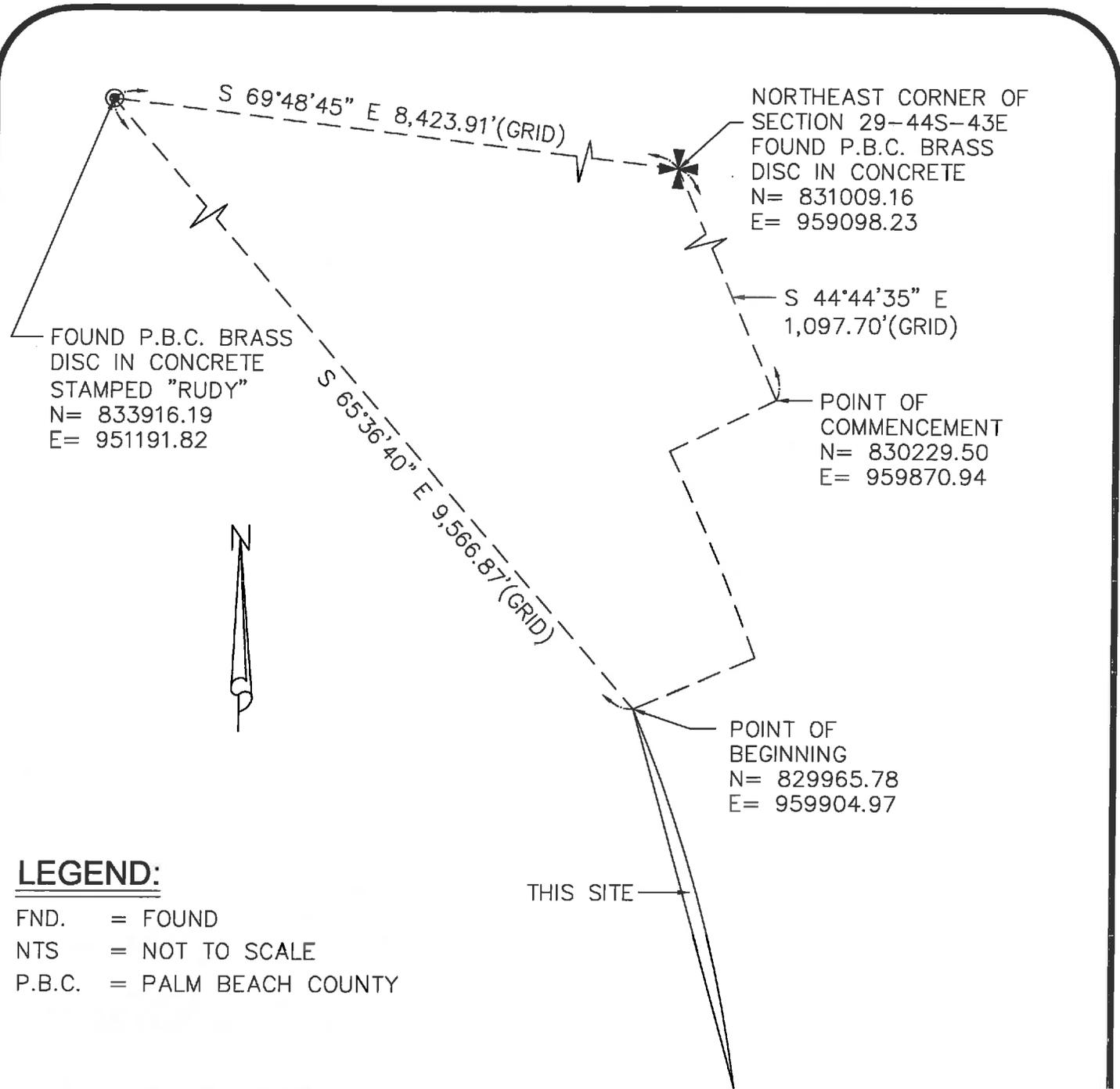


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SKETCH & DESCRIPTION
For: CITY OF LAKE WORTH

DRAWN: RRM	SCALE: 1"=30'	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD3	SHEET: 4 OF 5



LEGEND:

- FND. = FOUND
- NTS = NOT TO SCALE
- P.B.C. = PALM BEACH COUNTY

COORDINATES SHOWN ARE GRID
 DATUM = NAD 83, 1990 ADJUSTMENT
 ZONE = FLORIDA EAST
 LINEAR UNITS = US SURVEY FOOT
 COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
 ALL DISTANCES ARE GROUND (EXCEPT AS NOTED)
 PROJECT SCALE FACTOR = 1.0000444
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

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CHK: DAB	JOB# 13-012 SD3	SHEET: 5 OF 5

Exhibit "B-5"
Pipeline Premises

DESCRIPTION:

A VARIABLE WIDTH STRIP OF LAND LYING WITHIN A PORTION OF THE PARCEL OF LAND AS DESCRIBED IN THAT CERTAIN T.I.I.F. DEED No. 18537 AS RECORDED IN OFFICIAL DEED BOOK 879, PAGE 248 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 7 OF THE REVISED PLAT OF BLOCKS 3, 4, 5, 6 AND 7 IN BUFFALO HEIGHTS AS RECORDED IN PLAT BOOK 21 ON PAGE 62 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 39°59'23" WEST ALONG A RADIAL LINE, A DISTANCE OF 100.00 FEET TO A POINT BEING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 39°59'23" WEST FROM SAID POINT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 408.37 FEET, A CENTRAL ANGLE OF 46°21'17" FOR A DISTANCE OF 330.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 408.37 FEET, A CENTRAL ANGLE OF 02°06'28" FOR A DISTANCE OF 15.02 FEET; THE PRECEDING TWO COURSES BEING COINCIDENT WITH THE WESTERLY LINE OF A 100 FOOT WIDE ROAD RIGHT-OF-WAY AS DESCRIBED IN SAID T.I.I.F. DEED No. 18537; THENCE NORTH 89°33'31" WEST, A DISTANCE OF 9.68 FEET TO A POINT BEING ON THE EASTERLY LIMITS OF A VARIABLE WIDTH UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 22987, PAGE 733 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 02°50'09" EAST ALONG SAID EAST LINE, A DISTANCE OF 10.31 FEET; THENCE NORTH 02°23'21" WEST, A DISTANCE OF 4.70 FEET; THENCE SOUTH 89°33'31" EAST DEPARTING SAID EAST LINE, A DISTANCE OF 8.69 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE NORTHWEST ONE-QUARTER (NW-1/4) OF SECTION 28, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

CONTAINING 136 SQUARE FEET MORE OR LESS.

11/2/15
David A. Bower

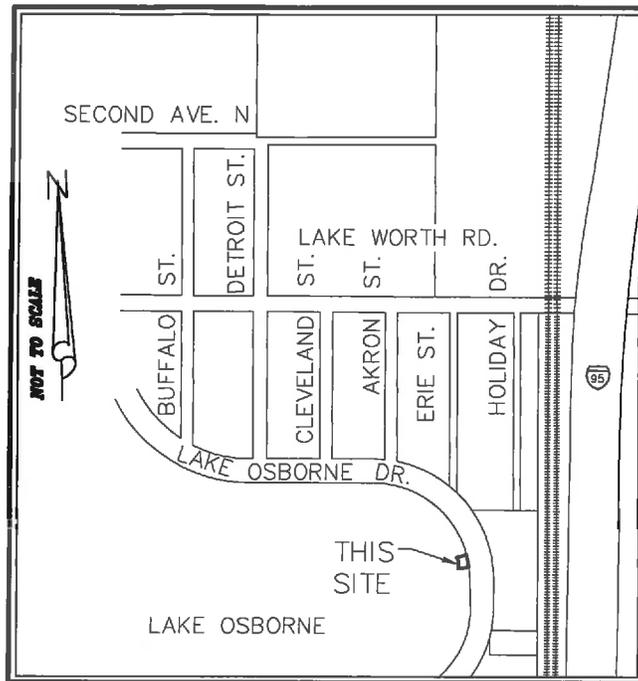
DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

NO.	DATE	REVISIONS	BY
1	11/2/15	REVISE PER REVIEW COMMENTS	DAB

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SKETCH & DESCRIPTION
For: CITY OF LAKE WORTH

DRAWN: RRM	SCALE: N/A	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD4	SHEET: 1 OF 5



LOCATION MAP
NOT TO SCALE

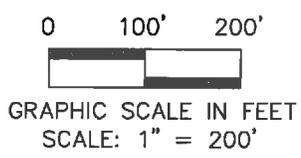
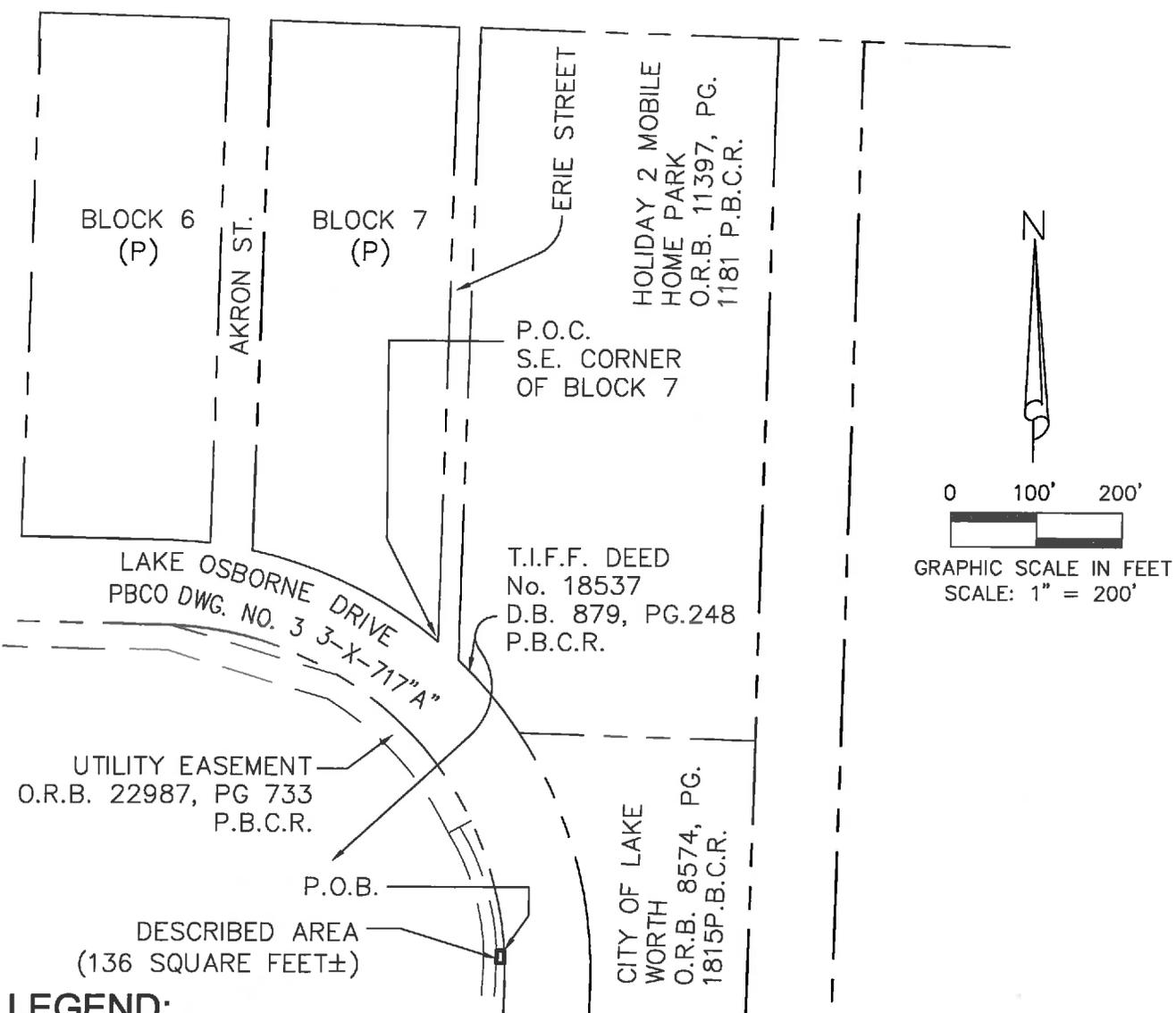
SURVEYOR'S NOTES:

1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE LINE BETWEEN PALM BEACH COUNTY HORIZONTAL CONTROL MONUMENT "RUDY" AND THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 44 SOUTH , RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. SAID LINE BEING MONUMENTED HAVING A GRID BEARING OF SOUTH 69°48'45" EAST.
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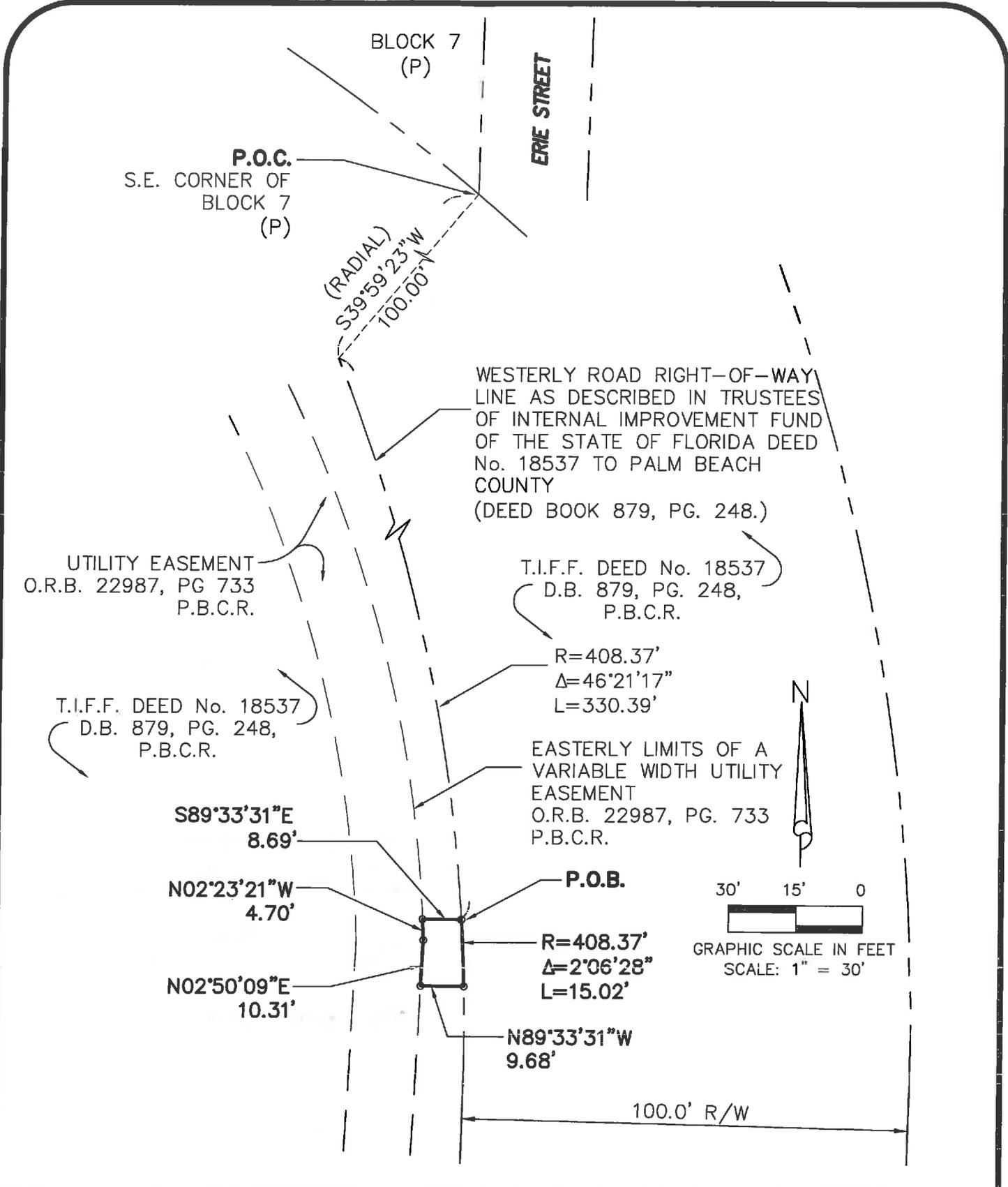


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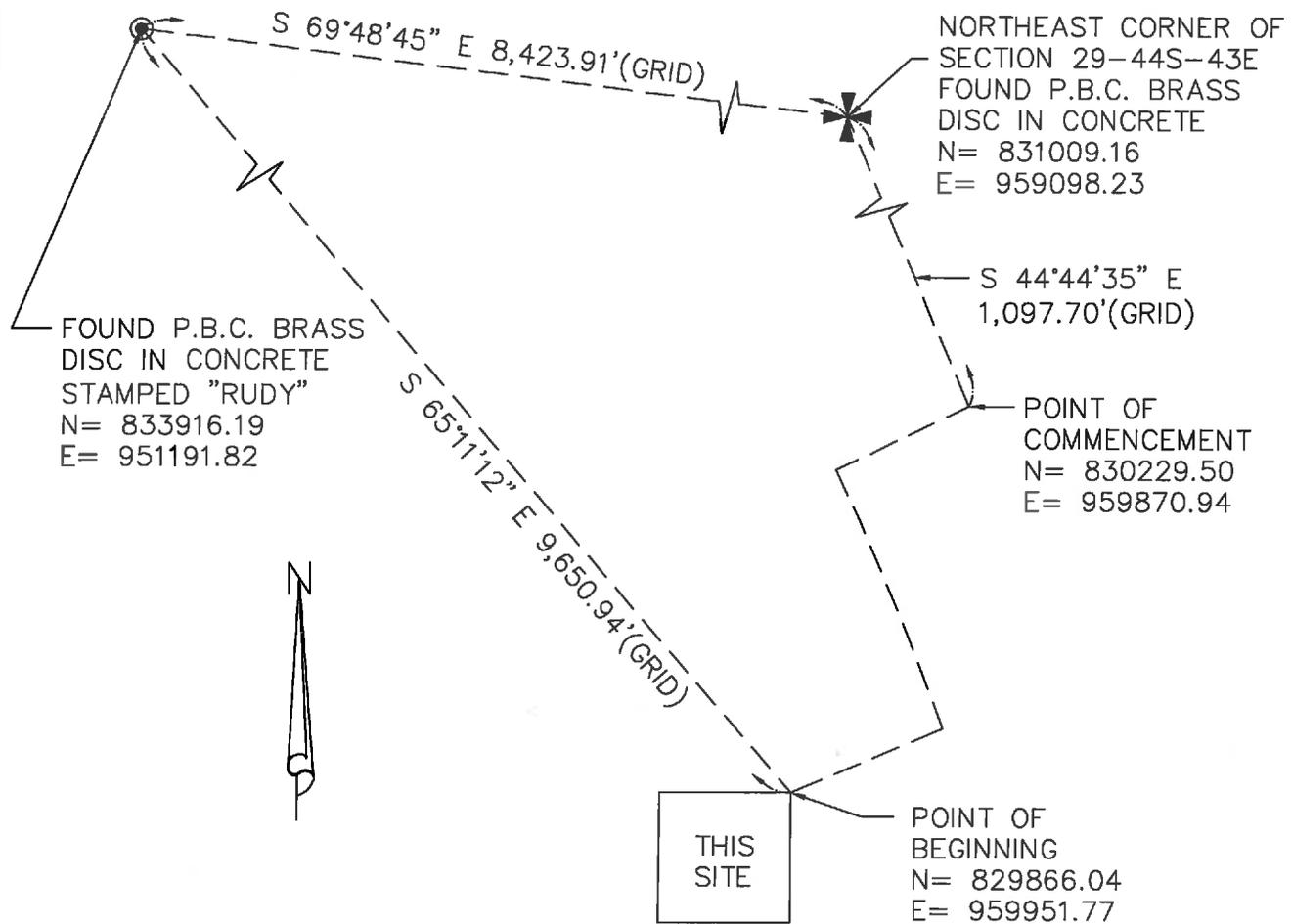
SKETCH & DESCRIPTION		
For: CITY OF LAKE WORTH		
DRAWN: RRM	SCALE: 1"=200'	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD4	SHEET: 3 OF 5



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 For: CITY OF LAKE WORTH

DRAWN: RRM	SCALE: NTS	DATE: 04/03/15
CHK: DAB	JOB# 13-012 SD4	SHEET: 5 OF 5



AGENDA DATE: June 7, 2016, Regular Meeting

DEPARTMENT: Legal

EXECUTIVE BRIEF

TITLE:

Second Amendment to Settlement Agreement with Pineapple Ridge

SUMMARY:

The Second Amendment addresses changes in timeframes associated with the settlement agreement and provides the finalized conservation easement with a survey and legal description.

BACKGROUND AND JUSTIFICATION:

On or about April 7, 2015, the City approved the settlement agreement with the owners of the property generally known as "Pineapple Ridge" to resolve two (2) pending lawsuits related to the Champion Tree at the property. The settlement in general terms required the parties to obtain a certified arborist; agree to prune the Tree (for both health and safety reasons); and, create a conservation easement to protect the Tree going forward. The City agreed it would then pay the property owners \$175,000 to dismiss both lawsuits once the conservation easement was executed and recorded. There were timeframes associated with the parties' actions in the settlement agreement which passed and which necessitated an amendment to the Settlement Agreement. The City Commission approved the amendment at its October 20, 2015 meeting and also approved the proposed conservation easement agreement to protect the Champion Tree going forward.

Since that time, the Champion Tree has been pruned by a certified arborist; irrigation installed; fencing installed; and, a survey of the conservation easement area completed. Attached is the proposed second amendment to the settlement agreement and the finalized conservation easement agreement. However, these actions took much longer than anticipated and a second amendment to the settlement agreement is needed in order to extend the timeframes and finalize the conservation easement agreement.

If approved, the City will be required to record the Conservation Easement Agreement in the Official Records and pay the remaining ½ of the settlement amount (\$87,500) to the Plaintiff. Once completed, the two pending lawsuits will be dismissed with prejudice.

MOTION:

I move to approve/not approve the Second Amendment to the Settlement Agreement with Pineapple Ridge and the finalized Conservation Easement Agreement with direction to the Mayor and Clerk to fully execute the same and record the Conservation Easement Agreement in the Official Records.

ATTACHMENT(S):

Fiscal Impact Analysis

Second Amendment to Settlement Agreement
Finalized Conservation Easement Agreement

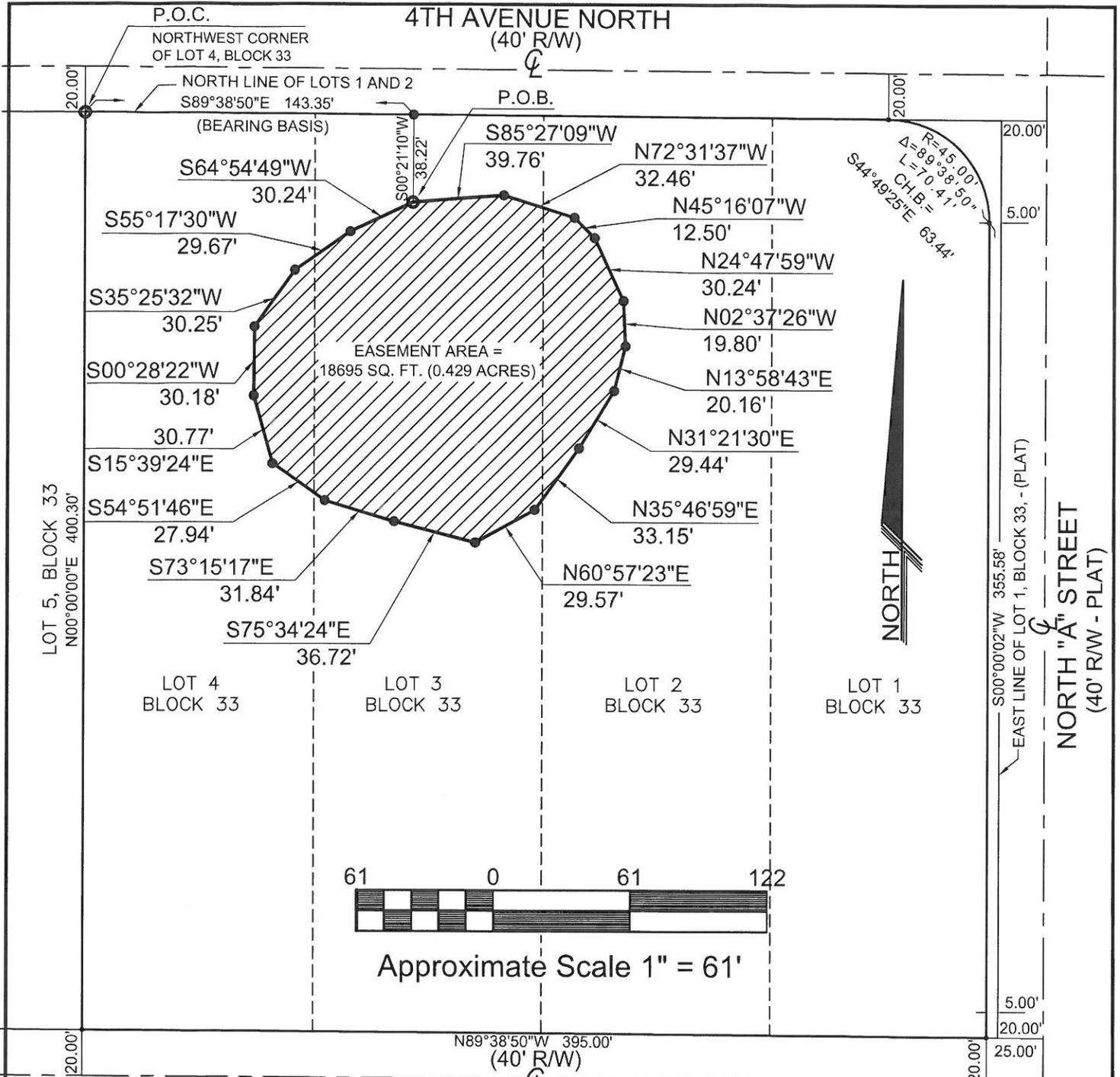
FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

C. Department Fiscal Review: _____



SHEET 2 OF 2

REVISIONS:

3RD AVENUE NORTH

SKETCH OF DESCRIPTION

This Sketch is not valid without embossed surveyor's seal and/or an authenticated electronic signature and authenticated electronic seal.

Michael J. Miller

Registered Land Surveyor, Florida Certificate No. MICHAEL J. MILLER #4034

SCALE:	1" = 61'
DRAWN BY:	PICARD
FIELD WK:	M.M. / B.M.
DATE:	05/09/2016

MILLER LAND SURVEYING
 1121 LAKE AVENUE
 LAKE WORTH, FLORIDA 33460
 PHONE: (561) 586-2669 - FAX: (561) 582-0151
 www.millersurveying.com
 e-mail: office@millersurveying.com

REFERENCES:	S81/17
PREV. JOB NO'S.	
JOB NO.	Y160353
S - 47,952	

DESCRIPTION:

A portion of Lots 2, 3 and 4, Block 33, Subdivision of the West Half of Section 21, Township 44 South, Range 43 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, recorded in Plat Book 5, Page 12, Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Lot 4; thence S 89°38'50"E (as a basis of bearing) along the North line of Lots 3 and 4, a distance of 143.35 feet; thence S.00°21'10" W a distance of 38.22 feet to the Point of Beginning; thence along the following numbered courses:

- 1) S 64°54'49" W a distance of 30.24 feet;
- 2) thence S 55°17'30" W a distance of 29.67 feet;
- 3) thence S 35°25'32" W a distance of 30.25 feet;
- 4) thence S 00°28'22" W a distance of 30.18 feet;
- 5) thence S 15°39'24" E a distance of 30.77 feet;
- 6) thence S 54°51'46" E a distance of 27.94 feet;
- 7) thence S 73°15'17" E a distance of 31.84 feet;
- 8) thence S 75°34'25" E a distance of 36.72 feet;
- 9) thence N 60°57'23" E a distance of 29.57 feet;
- 10) thence N 35°46'59" E a distance of 33.15 feet;
- 11) thence N 31°21'30" E a distance of 29.44 feet;
- 12) thence N 13°58'43" Ea distance of 20.16 feet;
- 13) thence N 02°37'26" W a distance of 19.80 feet;
- 14) thence N 24°47'59" W a distance of 30.24 feet;
- 15) thence N 45°16'07" W a distance of 12.50 feet;
- 16) thence N 72°31'37" W a distance of 32.46 feet;
- 17) thence S 85°27'09" W a distance of 39.76 feet to the Point of Beginning.

Containing 18,695 square feet or 0.429 acres.

SHEET 1 OF 2

REVISIONS:

SKETCH OF DESCRIPTION

This Sketch is not valid without embossed surveyor's seal and/or an authenticated electronic signature and authenticated electronic seal.

Michael J. Miller

Registered Land Surveyor Florida Certificate No. MICHAEL J. MILLER #4034

SCALE:	N.T.S.
DRAWN BY:	PICARD
FIELD WK:	M.M. / B.M.
DATE:	05/09/2016

MILLER LAND SURVEYING

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REFERENCES:	S81/17
PREV. JOB NO'S.	
JOB NO.	Y160353
S - 47,952	

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502012 CA003200XXXXMB AB

THE TOWNHOMES OF PINEAPPLE
RIDGE AT LAKE WORTH, LLC, a
Florida Limited Liability Company

Plaintiff

vs.

CITY OF LAKE WORTH,

Defendant.

CASE NO. 502008CA011566XXXXMB AH

THE TOWNHOMES OF PINEAPPLE
RIDGE AT LAKE WORTH, LLC, a
Florida Limited Liability Company and
BEST BUILT CONSTRUCTION, INC., a
Florida Corporation,

Plaintiffs

vs.

CITY OF LAKE WORTH,

Defendant.

_____ /

SECOND AMENDMENT TO SETTLEMENT AGREEMENT

This Second Amendment to Settlement Agreement (“Second Amendment”) is entered into by and between THE TOWNHOMES OF PINEAPPLE RIDGE AT LAKE WORTH, LLC., and BEST BUILT CONSTRUCTION, INC., (jointly and severally the “Plaintiff”) and the CITY OF LAKE WORTH (the “Defendant”).

WHEREAS, Plaintiff and Defendant previously entered into a Settlement Agreement on April 8, 2015;

WHEREAS, on October 21, 2015, the Plaintiff and Defendant amended the Settlement Agreement to extend the timeframes for pruning the Tree and completion of an accurate survey of the Conservation Easement Property (hereinafter the Settlement Agreement including the first amendment will be referred to jointly as the “Settlement Agreement”);

WHEREAS, the pruning of the Tree and completion of an accurate survey of the Conservation Easement Property took longer than the Plaintiff and Defendant expected; and,

WHEREAS, the Plaintiff and Defendant wish to amend the Settlement Agreement again to reflect the additional timeframes and to finalize all terms and conditions.

NOW THEREFORE, in consideration of the covenants contained herein and in consideration of furthering the settlement between the parties, Plaintiff and Defendant agree as follows:

1. The Settlement Agreement is amended as follows:
 - A. Paragraph 6 of the Settlement Agreement is amended to change the date therein from “December 1, 2015” to “July 1, 2016”.
 - B. The second sentence of Paragraph 7 of the Settlement Agreement is amended to make the payment date for the remaining one-half of the settlement sum (Eighty-Seven Thousand, Five Hundred Dollars (\$87,500.00)) to no later than July 1, 2016 conditioned upon approval of this Second Amendment by the City Commission.

C. The third sentence of Paragraph 7 of the Settlement Agreement is amended to change the deadline for execution and recording of the Conservation Easement Agreement from “February 1, 2016” to “July 1, 2016”.

D. The fourth sentence of Paragraph 7 of the Settlement Agreement is amended to change the deadline for execution and recording of the Conservation Easement Agreement from “March 1, 2016” to “August 1, 2016”.

2. Except as modified herein, the terms and conditions of the Settlement Agreement shall remain in full force and effect.

3. If there is any conflict between the terms of this Second Amendment and the Settlement Agreement, the terms of this Second Amendment shall control.

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SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, and in consideration for the mutually related promises and intending to be legally bound thereby, the parties have caused their hand and seal to be set on this Second Amendment to the Settlement Agreement on the date set forth below for the City of Lake Worth.

CITY OF LAKE WORTH, FLORIDA

Date: _____

By: _____
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

By: _____
Pam Lopez, City Clerk

By: _____
Glen J. Torcivia, City Attorney

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PLAINTIFF SIGNATURE PAGE FOLLOWS

**PLAINTIFF: THE TOWNHOMES OF PINEAPPLE
RIDGE AT LAKE WORTH, LLC, a
Florida Limited Liability Company.**

[Corporate Seal]

By: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, who is the _____ of The Townhomes of Pineapple Ridge at Lake Worth, LLC, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

**PLAINTIFF: BEST BUILT CONSTRUCTION, INC., a
Florida Corporation.**

[Corporate Seal]

By: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, who is the _____ of Best Built Construction, Inc., and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Prepared by and Return to:
Richard K. Barra, Esq.
Scott, Harris, Bryan, Barra &
Jorgensen, P.A.
4400 PGA Blvd., Suite 603
Palm Beach Gardens, FL 33410
File No. 42051
w/c 32

A Portion of Property Control Number 38-43-44-21-02-033-0020 and 38-43-44-21-02-033-0040

CONSERVATION EASEMENT AGREEMENT

THIS CONSERVATION EASEMENT AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2016, by and between:

(1) **THE TOWNHOMES OF PINEAPPLE RIDGE AT LAKE WORTH, LLC**, a Florida limited liability company whose address is 2700 North Military Trail, Suite 355, Boca Raton, Florida 33431-1808 (“Grantor”); and

(2) **CITY OF LAKE WORTH**, a municipal corporation of the State of Florida, whose address is 7 North Dixie Highway, Lake Worth, Florida 33460-3787 (“City”).

R E C I T A L S

WHEREAS, the Grantor is the owner of certain lands situated in Palm Beach County, Florida, and more specifically described in **Exhibit A** attached hereto and incorporated herein (“Property”); and

WHEREAS, Grantor sought to develop the Property, but a dispute arose between the Grantor and the City over a large ficus tree located on a portion of the Property (“Tree”), which dispute resulted in two lawsuits filed in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida under Case Number 502012 CA003200XXXXMB (AB) styled The Townhomes of Pineapple Ridge at Lake Worth, LLC v. City of Lake Worth and Case Number 502008 CA011566XXXXMB (AH) styled The Townhomes of Pineapple Ridge at Lake Worth, LLC and Best Built Construction, Inc. v. City of Lake Worth; and

WHEREAS, the City, Grantor and **Best Built Construction, Inc.** entered into that certain Settlement Agreement dated April 8, 2015, as amended on October 21, 2015 and as amended on June 7, 2016, pursuant to which said parties agreed to resolve all controversies, claims and disputes between the parties in connection with such lawsuits (“Settlement

Agreement”); and

WHEREAS, pursuant to the terms of the Settlement Agreement as amended, Grantor and the City agreed to enter into a conservation easement agreement to preserve the Tree and to set forth their respective rights and obligations in connection with the Tree, all as more particularly set forth herein;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in further consideration of the making and execution of the Settlement Agreement as amended, Grantor and the City, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The above Recitals are true and correct and are hereby incorporated by reference.

2. **Grant of Easement.** Grantor hereby grants to the City, its successors and assigns, a perpetual exclusive conservation easement upon, over and across that portion of the Property shown in the survey and legal description attached as **Exhibit B** hereto and made a part hereof (“Easement Property”). The Easement Property which shall run with the land and be binding upon the Grantor, and its successors and assigns, and shall remain in full force and effect forever, except as provided in Section 10 below. The purpose of the easement granted herein shall be to allow the City to preserve the Tree in its natural state and at its current location, subject to the remaining terms and conditions of this Agreement.

3. **Restrictions.** The purpose of this Agreement and the easement granted is to retain the Easement Property in its natural, vegetative, hydrologic, scenic, and open condition, in order to facilitate the preservation of the Tree and to allow reasonable viewing thereof by the public. Without limitation, the following activities are prohibited **without the express prior consent of the City:**

(a) Removal, relocation, replacement, cutting, pruning, or destruction of the Tree by any party other than by the City or parties specifically authorized by the City;

(b) Paving of the Easement Property or any portion thereof;

(c) Placing any material, machinery or soil deposits within the Easement Property, or placing any attachments or wire on the Tree except in the event of an emergency which placement shall not exceed 24 hours unless approved in writing by the City Manager;

(d) Fencing the Easement Property; provided, however, the City shall have the right to install fencing on or within the Easement Property to protect the Tree during development of the Property and/or to protect the Tree thereafter consistent with this Agreement. Nothing contained in this Agreement shall be deemed to limit or restrict the rights of the Grantor to fence the balance of the Property, subject to any applicable governmental conditions and

requirements. Unless approved by the City, all fencing used in and around the Tree shall allow for complete visual observation of the Tree and not restrict the public from observing the Tree from the 4th Avenue North right-of-way adjacent to the Property;

(e) Construction or placing of any buildings or other improvements on the Easement Property;

(f) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials on the Easement Property;

(g) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface of the Easement Property;

(h) Activities materially detrimental to drainage of the Easement Property; provided, however, any development of the Property pursuant to a site plan or development order approved by the City will not be deemed to be detrimental to drainage of the Easement Property; and,

(i) Acts or uses which are materially detrimental to the preservation of the Tree, provided however, any development of the Property pursuant to a site plan or development order approved by the City will not be deemed to be materially detrimental to the Tree's preservation.

4. **Public Viewing.** For the duration of this Agreement, the Tree shall remain visually open to the public from the 4th Avenue North right-of-way adjacent to the Property. During development of the Property, access to the Tree will be prohibited and "No Trespass" signs will be placed on the fencing surrounding the Tree. Once the Property is developed, the City may remove the fencing, install a mulched walking path and/or benches within the Easement Property for the general public to use. Access to the Easement Property shall be from the 4th Avenue North right-of-way. At no time will the general public be permitted to access the Tree or walking path from other areas of the Property. Climbing the Tree and/or remaining within the Easement Property at any time from 8 p.m. to 8 a.m. shall be strictly prohibited. The City will post signs at the Easement Property prohibiting climbing and clearly stating the hours of access. The City may also install additional fencing within the Easement Property to prevent climbing of the Tree or otherwise protect the Tree.

5. **Maintenance.** (a) The City shall be solely responsible for maintaining, and shall at all times maintain, the Tree in good condition and health, free from disease, pests and weeds, at its sole cost and expense, including, without limitation, pruning, trimming, watering, fertilizing, and other maintenance as needed; removing fallen or dead branches; and removing roots which may adversely impact the balance of the Property and/or any adjoining properties. Additionally, the City shall promptly repair, replace and/or restore the Easement Property, including, without limitation, earth, fill and landscaping, to the condition existing prior to the exercise of any rights granted herein, using materials of like kind and quality. The City

shall also maintain any and all fencing within the Easement Property, any walking path installed by the City and any benches placed in the Easement Property by the City. If the fencing and/or benches are damaged by the Grantor, its contractors or invitees, Grantor shall promptly repair and/or replace the same with the same fencing and/or benches. Additionally, in the event of the death of the Tree (as confirmed by a certified arborist agreed to by the City and Grantor), the City shall, within a reasonable time, remove the Tree, including all roots from the Easement Property, at the City's sole cost and expense.

(b) The City and Grantor shall install an irrigation system for the Tree. The location of the irrigation system shall be within the Easement Property, except where necessary to connect to the existing City water pipes, with the route to said connection to be approved by Grantor such that it does not interfere with the development of the Property. Once installed, the City shall maintain the irrigation system and pay all expenses related to the irrigation system including without limitation the water utility charges associated with the same. If the irrigation system is damaged by the Grantor, its contractors or invitees, Grantor shall promptly repair and/or replace the same with similar equipment. The City shall be responsible for securing a separate water meter for such irrigation system (if necessary) and paying all utility charges associated with the Easement Property.

(c) Except as provided in Section 5(a) and 5(b) above, City shall be solely responsible for, and shall at all times, maintain in good condition and repair the Easement Property, at its sole cost and expense.

6. **Additional Rights Granted.** To carry out the purposes of this Agreement, the following rights are conveyed to the City by this Agreement:

(a) Subject to any City approved site plan, development order or building plans, the right of ingress and egress over and across the Property from the 4th Avenue North right-of-way for access to the Easement Property and the right of ingress and egress over and across the Easement Property as is reasonably necessary to exercise the rights granted herein, provided such entry does not unreasonably interfere with the use of the Property by the Grantor and/or its use of the Easement Property as stated herein; and

(b) To enjoin any activity on or use of the Easement Property that is inconsistent with this Agreement and to enforce the restoration of such areas or features of the Easement Property that may be damaged by an inconsistent activity or use. The Grantor and Grantor's successors shall likewise have the right to seek injunctive relief to enforce the terms of this Agreement.

7. **Reservation of Rights.** Grantor reserves all rights relating to the Easement Property not specifically conveyed by this Agreement, including the right to engage in uses of the Easement Property that are not prohibited herein and which are not inconsistent with the purposes of this Agreement.

8. **Prohibition of Liens.** Neither the City's nor the Grantor's interest in the Easement Property or the balance of the Property shall be subject to liens arising from the City's use of the Easement Property, or exercise of the rights granted herein. The City shall promptly cause any lien imposed against the Easement Property or balance of the Property arising from the City's use of the Easement Property, or exercise of the rights granted herein, to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes, or other applicable law.

9. **Penalties.** In addition to any other rights or remedies provided to the City in this Agreement, in the event that Grantor causes damage or injury to the Tree, Grantor shall be subject to the penalties set forth in Section 23.6-1(p)(13) of the City's Code of Ordinance. Notwithstanding the foregoing, Grantor shall not be responsible or liable for any damage or injury to the Tree or to third parties or their property caused by the City, the parties' agreed to certified arborist, any party entering the Easement Property on behalf of the City, or any member of the public not associated with Grantor.

10. **Termination.**

(a) In the event of the death of the Tree (as confirmed by a certified arborist agreed to by both parties) and after the removal thereof by the City in accordance with this Agreement, this Agreement shall terminate. In such event, the City shall execute and deliver to Grantor a written acknowledgement that this Agreement has terminated in recordable form. Upon recording of that acknowledgment, this Agreement, and the easement granted herein, shall be deemed terminated and of no further force or effect, except as to any obligations or liabilities arising prior to such termination. Notwithstanding the foregoing, if the death of the Tree is determined by a certified arborist to be due to acts or omissions of the Grantor, its successors, assigns, contractors, subcontractors, invitees and/or guests, the Grantor, its successors or assigns, whomever is the then-titleholder to the Property (excluding only the Easement Property) shall be subject to the penalties set forth in Section 23.6-1(p)(13) of the City's Code of Ordinance.

(b) Except as specifically provided in Section 10(a) above, this Agreement, and the easement granted hereby, may only be terminated or revoked by the City. Any such termination shall be in writing, and must be approved by the City commission in accordance with the provisions of the Code of Ordinances of the City of Lake Worth or applicable City laws, rules and regulations.

11. **Runs With the Land.** All of the benefits, burdens, covenants and agreements contained in this Agreement shall constitute covenants running with the Property and shall be binding upon and/or accrue to the benefit of Grantor and the City and their respective successors and assigns having or hereafter acquiring any right, title or interest in or to all or any portion of the Property. Notwithstanding the foregoing, in the event of the sale, conveyance or other transfer of the balance of the Property (excluding only the Easement Property) to any third party, any remaining obligations and liabilities of the Grantor arising under this Agreement subsequent to the date of such sale, conveyance or transfer shall automatically terminate and the

City shall look solely to the then-titleholder to the Property (excluding only the Easement Property) for enforcement of its rights hereunder.

12. **Liability.** The City, its successor and assigns, shall be liable for its own negligence and, to the extent permitted by law, shall indemnify and hold Grantor, its successors and assigns, harmless from and against any damages, liability, actions, claims or expenses (including, without limitation, reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the City's negligence in connection with this Agreement and use of the Easement Property. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall same be construed to constitute agreement by the City to indemnify Grantor, its successors and assigns, for their own negligent, willful or intentional acts or omissions. The Grantor, its successor and assigns, shall be liable for its own negligence and, to the extent permitted by law, shall indemnify and hold the City, its successors and assigns, harmless from and against any damages, liability, actions, claims or expenses (including, without limitation, reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the Grantor's negligence in connection with this Agreement and use of the Easement Property. The foregoing shall not be construed to constitute agreement by the Grantor to indemnify City, its successors and assigns, for the City's own negligent, willful or intentional acts or omissions.

13. **Matters of Record.** The easement granted herein is granted without warranty or representation, and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Property, and all other easements, restrictions, conditions, encumbrances, and other matters of record.

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

15. **Construction.** The parties hereto have received independent advice and counseling regarding the preparation and subject matter of this Agreement and all the terms and conditions it contains. This Agreement shall not be construed more strongly for or against any party, regardless of which party is deemed to have drafted the Agreement.

16. **Severability.** If any provision of this Agreement or any provision of any other Agreement entered into pursuant to this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, only that provision will be inapplicable and deemed omitted to the extent it is contrary, prohibited or invalid, but the remainder will not be invalidated and will be given full force and effect so far as possible.

17. **Entire Agreement.** This Agreement and the Settlement Agreement represent the entire understanding and agreement between the parties as to the subject matter hereof and supersede all other negotiations, understandings and representations (if any) made by and

between the parties.

18. **TIME IS OF THE ESSENCE.** THE PARTIES AGREE AND ACKNOWLEDGE THAT TIME SHALL BE OF THE ESSENCE UNDER THIS AGREEMENT.

19. **Enforcement Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party will be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

20. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to whom enforcement of any amendment, supplement, waiver or modification is sought and making specific reference to this Agreement. Except as otherwise stated herein, the City's City Manager may amend this Agreement on behalf of the City.

21. **Headings.** The headings contained in this Agreement are for convenience of reference only, and do not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

22. **Pronouns.** In this Agreement, the use of any gender will be deemed to include all genders, and the use of the singular will include the plural, and vice versa, wherever it appears appropriate from the context.

23. **Notices.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest of that party at the addresses set forth above, or to any other address or addresses as any party may designate from time to time by notice given in accordance with this Section 23.

24. **Disputes.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION OR DISPUTE RELATED TO OR ARISING FROM THIS AGREEMENT.

25. **Waiver.** No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith.

26. **Third Party Beneficiaries.** This Agreement shall create no rights or claims whatsoever in any person other than a party herein or its successors or assigns.

IN WITNESS WHEREOF, Grantor and the City have made and executed this Conservation Easement Agreement as of the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

**THE TOWNHOMES OF PINEAPPLE RIDGE
AT LAKE WORTH, LLC**, a Florida limited liability
company

Witness

By: _____
Its: _____

(print name of witness)

Witness

(print name of witness)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of **The Townhomes of Pineapple Ridge at Lake Worth, LLC**, a Florida limited liability company, on behalf of said company.

NOTARY PUBLIC

(SEAL)

(Print Name)
My Commission Expires: _____
Commission No.: _____

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

CITY:

THE CITY OF LAKE WORTH

ATTEST:

By: _____
Pam Triolo, Mayor

Pam Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

Conservation Easement Agreement (Pineapple Ridge)

CONSENT AND JOINDER OF MORTGAGEE

THE UNDERSIGNED, SEVENTH MILLENIUM, LLC, a Florida limited liability company, whose address is 2700 North Military Trail, Suite 355, Boca Raton, Florida 33431, does hereby join in and consent to the attached Conservation Easement Agreement, and further consents and agrees to the easement granted over the "Easement Property" (as defined therein) and agrees that the following described mortgage currently owned and held by the undersigned, shall be subordinated to the Conservation Easement Agreement as it affects the Easement Property:

Florida Real Estate Mortgage, Assignment of Leases and Rents, and Security Agreement made by **The Townhomes of Pineapple Ridge at Lake Worth, LLC**, a Florida limited liability company, in favor of **Seventh Millenium, LLC**, dated March 10, 2005 and recorded on March 10, 2005 in Official Records Book 18246, Page 1177; as re-recorded on May 17, 2005 in Official Records Book 18596, Page 560, both of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned mortgagee has executed this instrument on this ____ day of _____, 2016.

Signed, sealed and delivered
in the presence of:

SEVENTH MILLENIUM, LLC, a Florida limited liability company

Witness

By: _____
Its: _____

(print name of witness)

Witness

(print name of witness)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of **Seventh Millenium, LLC**, a Florida limited liability company, on behalf of said company.

NOTARY PUBLIC

(SEAL)

(Print Name)

My Commission Expires: _____

Commission No.: _____

Personally Known _____ OR Produced Identification _____.

EXHIBIT A
PROPERTY

Lots 1, 2, 3 and 4, Block 33, Subdivision of the West Half of Section 21, Township 44 South, Range 43 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, recorded in Plat Book 5, page 12, Public Records of Palm Beach County Florida, LESS that portion of subject property conveyed to the City of Lake Worth by Deeds recorded in Deed Book 395, Page 408; Deed Book 400, Page 69; O.R. Book 2201, Page 1027 and O.R. Book 2223, Page 1884, Public Records of Palm Beach County, Florida.

EXHIBIT B
EASEMENT PROPERTY

(Attached three pages including survey and legal description – by Miller Land Surveying)



AGENDA DATE: June 7, 2016

DEPARTMENT: Legal

EXECUTIVE BRIEF

TITLE: Resolution No. 31-2016: Repealing Resolution No. 67-2015 to correctly abandon six utility easements

SUMMARY: This resolution seeks to repeal Resolution No. 67-2015, which incorrectly identified six utility easements for abandonment, and to correctly identify and abandon the six easements

BACKGROUND AND JUSTIFICATION: On December 8, 2015, the City approved Resolution No. 67-2015 to abandon six utility easements at the northeast corner of Lake Worth Road and South Congress Avenue. The abandonment is necessary for the development of the underlying property. Resolution No. 67-2015 incorrectly cited the easements as being recorded in certain Plat Book and Page numbers. The applicant for the abandonment notified the City Attorney of the incorrect citations after approval. The City Attorney reviewed the advertisement for the abandonment, the related agenda items and supporting documentation and determined that the easements were otherwise properly advertised and identified (except for the Plat Book and Page numbers). This includes proper advertisement under Resolution No. 62-2015 (which set the public hearing for December 8, 2015 abandonment). The City Attorney recommends repealing Resolution No. 67-2015 and approving Resolution No. 31-2016 in order to correctly identify and abandon the six easements.

MOTION: I move to approve Resolution No. 31-2016.

ATTACHMENT(S):

Site Layout (3 pages)

Fiscal Impact Analysis – Not Applicable

RESOLUTION NO. 31-2016 OF THE CITY OF LAKE WORTH, FLORIDA, REPEALING RESOLUTION NO. 67-2015 IN ORDER TO CORRECTLY IDENTIFY AND ABANDON SIX (6) EXISTING UTILITY EASEMENTS WHICH ARE LOCATED AT THE NORTHEAST CORNER OF LAKE WORTH ROAD AND SOUTH CONGRESS, AS RECORDED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES OF PALM BEACH COUNTY, FLORIDA: BOOK 1037, PAGE 270; BOOK 1037, PAGE 273; BOOK 999, PAGE 168; BOOK 999, PAGE 170; BOOK 4382, PAGE 55; AND BOOK 563, PAGE 429; PROVIDING FOR RECORDING AND AN EFFECTIVE DATE.

WHEREAS, on December 8, 2015, the City of Lake Worth approved Resolution No. 67-2015 to abandon six (6) existing utility easements located at the northeast corner of Lake Worth Road and South Congress;

WHEREAS, Resolution No. 67-2015 incorrectly cited certain Plat Book and Page numbers in its title for the easements;

WHEREAS, Resolution No. 67-2015 was otherwise properly advertised for a public hearing with the advertisement, agenda memorandum and supporting documentation all correctly identifying the easements to be abandoned; and,

WHEREAS, the City Commission finds repealing Resolution No. 67-2015 and properly identifying the easements and abandoning the same as set forth herein serves a valid public purpose.

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

Section 1. Resolution No. 67-2015 is repealed.

Section 2. The six (6) utility easements as described in Exhibit "A", attached hereto and incorporated herein are abandoned.

Section 2. The City Clerk is hereby directed to cause this Resolution to be recorded in the Official Records of Palm Beach County, Florida, to evidence this abandonment.

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

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

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

The Mayor thereupon declared this Resolution duly passed and adopted this 7th day of June, 2016.

LAKE WORTH CITY COMMISSION

PAM TRIOLO, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

EXHIBIT "A"

Easement Agreement recorded in Official Records Book 1037, Page 270:

5' along the west line of the following described property: South 240' of the East 165' of Tract 104, less Road Right of Way, in Section 20, TWP 44S (incorrectly identified as North in original Easement Agreement), Range 43E in the Model Land Co. property, as shown in Plat Book 5, Page 79, Palm Beach County, Florida records.

Easement Agreement recorded in Official Records Book 1037, Page 273:

5' along the east line of the following described property: South 50' of the North 315' of the West 165' of Tract 104 - less the West 35' for State Road Right of Way - in Section 20, Twp 44 S (incorrectly identified as North in original Easement Agreement), Range 43E, in the Model Land Co. property as shown in Plat Book 5, Page 79, Palm Beach County, Florida records.

Easement Agreement recorded in Official Records Book 999, Page 168:

5' along the east line of the following described property: South 75' of the North 390' of the West 165' of Tract 104 - less the West 35' for State Road Right of Way - in Section 20, Twp 44S (incorrectly identified as North in original Easement Agreement), Range 43E in the Model Land Co. property as shown in Plat Book 5, Page 79, Palm Beach County, Florida records.

Easement Agreement recorded in Official Records Book 999, Page 170:

5' along the west line of the following described property from south line north 270': North 390' of the East 165' of Tract 104 - less the North 120' of the West 68.15' - in Section 20, Twp 44S (incorrectly identified as North in original Easement Agreement), Range 43E, in the Model Land Co. property as shown in Plat Book 5, Page 79, Palm Beach County, Florida records.

Easement Agreement recorded in Official Records Book 4382, Page 55:

5' along the west line of the following described property: South 240' of the East 165' of Tract 104, less Road Right of Way, in Section 20, Twp 44S (incorrectly identified as North in original Easement Agreement), Range 43E, in the Model Land Co. property as shown in Plat Book 5, Page 79, Palm Beach County, Florida records.

Easement Agreement recorded in Official Records Book 563, Page 429:

East 5' of the following described property: A parcel of land in Tract 104, MODEL LAND COMPANY, Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, in Plat Book 5, Page 79, and more particularly described as follows: Beginning at the intersection of the West line of said Tract 104, and a line parallel to and 40 feet North of the South line of said Section 20 and run East along said parallel line 165 feet to a point; thence North parallel to the West line of Tract 104, a distance of 125 feet to a point; thence West parallel to the south line of Section 20 a distance of 165 feet to a point in the West line of Tract 104, thence South along said West line of Tract 104, a distance of 125 feet to the point of beginning. Subject to the right of way of Congress Avenue as now laid out and in use.



AGENDA DATE: June 7, 2016

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-18 – Second Reading – provide for clarification and modification to certain general parking requirements, parking enforcement and administrative processes relating to parking citations and to schedule the public hearing date for June 7, 2016.

SUMMARY:

The Ordinance clarifies/modifies parking requirements regarding motorcycles, disabled parking, parking in fire lanes, parking in alleys, enforcement procedures and provides for an administrative review process by allowing the Leisure Services Director or designee to dismiss/void certain citations and waive late fees when applicable.

BACKGROUND AND JUSTIFICATION:

The ordinance will clarify and modify certain sections of the code that regulates parking at the beach and surrounding area as well as parking downtown and in residential areas. The major changes are as follows:

- No more than 2 motorcycles shall be allowed in one space
- A vehicle may not obstruct a handicapped parking space
- A person shall have 15 days to pay a citation (currently 10 days are allowed)
- No parking in a fire lane
- A person may not park in an alley so as to obstruct the alley
- Certain commercial vehicles shall not be allowed to be parked overnight in a residential district
- The Leisure Services Director, or designee, shall be allowed to waive or void certain fees and citations
- Administrative fees, as adopted in the schedule of fees, may be imposed

If the ordinance passes on first reading, it is staff's intent to present the resolution modifying the schedule of fees at the Commission meeting when this ordinance will be scheduled for second reading.

MOTION:

I move to approve/not approve Ordinance No. 2016-18 on second reading and schedule the public hearing date for June 7, 2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

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ORDINANCE NO. 2016-18 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7, "BEACHES, PARKS AND RECREATION", ARTICLE II, "BEACH PARKING", SECTION 7-18, "PARKING GENERALLY" TO CLARIFY MOTORCYCLE PARKING REQUIREMENTS; AMENDING SECTION 7-22, "DISABLED PERSON PARKING" TO CLARIFY THAT OBSTRUCTING DISABLED PARKING SPACES IS A VIOLATION; AMENDING SECTION 7-23, "ENFORCEMENT PROCEDURE" TO MODIFY THE TIME PERIOD TO PAY PARKING VIOLATIONS; AMENDING CHAPTER 21, "TRAFFIC"; ARTICLE I, "IN GENERAL", SECTION 21-4, "VEHICLE LICENSES" TO INCREASE THE PENALTY FOR AN EXPIRED TAG; AMENDING ARTICLE II, "PARKING, STOPPING AND STANDING", SECTION 21-33, "IMPROPER AND PROHIBITED PARKING" TO CLARIFY MOTORCYCLE PARKING REQUIREMENTS AND PROVIDE THAT PARKING IN ALLEYS AND FIRE LANES ARE PROHIBITED; AMENDING SECTION 21-37.2, "DISABLED PARKING SPACE VIOLATIONS" TO CLARIFY THAT OBSTRUCTING DISABLED PARKING SPACES IS A VIOLATION; AMENDING SECTION 21-39, "ENFORCEMENT PROCEDURE" TO MODIFY THE TIME PERIOD TO PAY PARKING VIOLATIONS AND TO CLARIFY SERVICE ON THE VIOLATOR; AND ENACTING SECTION 21-44, "ADMINISTRATIVE REVIEW PROCESS", TO ALLOW FOR ADMINISTRATIVE REVIEW OF PARKING CITATIONS; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

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

WHEREAS, the City wishes to clarify that obstructing a disabled parking space is a violation; and

WHEREAS, the City wishes to clarify the prohibition of parking in alleys and fire lanes; and

WHEREAS, the City wishes to provide for an administrative review process as it relates to parking citations; and

WHEREAS, the City wishes to provide for a greater time period in order to pay for parking violations and to clarify service of the citation on the violator; and

WHEREAS, the City Commission has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the City to adopt this ordinance.

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

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

49

50 Section 2. Chapter 7, “Beaches, Parks and Recreation”, Article II, “Beach Parking”,
51 Section 7-18, “Parking generally” is hereby amended as follows:

52

53 **Sec. 7-18. - Parking generally.**

54

55 (a) It shall be unlawful, and a parking violation punishable according to state law as
56 a nonmoving violation, for any person to park a motor vehicle, as described in
57 F.S. ch. 316, at the municipal beach area along the roadside or in any area not
58 located within one of the municipal beach area parking lots.

59 (b) No operator of any motor vehicle shall park any motor vehicle in the beach area
60 parking lots unless the vehicle is within a designated and marked parking space.
61 An operator of a motor vehicle may use more than one (1) space if the size or
62 shape of the vehicle makes compliance of this section impossible, but must pay
63 for ~~both~~ all spaces.

64 (c) All operators of motor vehicles who park in a space in the beach area parking
65 lots must pay for the spot in accordance with the designated rates. No more
66 than two (2) motorcycles, mopeds or scooters shall be allowed to occupy a
67 single designated parking space.

68 (d) All roadways, lanes or other public rights-of-way in the municipal beach area
69 shall be kept open and free of parked vehicles at all times.

70 (e) The right granted to a motor vehicle under this division to stop or stand a vehicle
71 for purposes of loading or unloading of passengers shall not extend beyond the
72 time necessary without permitting abuse of the privileges granted hereby. Any
73 motor vehicle unloading or loading passengers must be attended to at all times.

74 (f) It shall be a municipal parking violation for any person to park a motor vehicle,
75 as described in F.S. ch. 316, where the vehicle is backed into the parking space
76 and the back of the vehicle blocks, encroaches or otherwise impedes the use of
77 a sidewalk or other pedestrian passage right-of-way in any manner. A violation
78 of this provision shall be punished by a civil penalty as set forth by city
79 resolution.

80 (g) It shall be a municipal parking violation for any person to park a motor vehicle,
81 as described in F.S. § 316.605, obscuring the word "Florida", the vehicle's
82 registration decal and/or the alphanumeric designation on the license plate in a
83 manner that restricts the license plate from being plainly visible and legible at all
84 times one hundred (100) feet from the rear or front.

85

86 Section 3. Chapter 7, “Beaches, Parks and Recreation”, Article II, “Beach Parking”,
87 Section 7-22, “Disabled person parking” is hereby amended as follows:

88

89 **Sec. 7-22. - Disabled person parking.**

90 Except for vehicles displaying a valid and proper displayed disabled person parking
91 plate or placard, no vehicle in the municipal beach area shall be parked in those spaces
92 or obstruct those spaces specifically reserved for disabled person parking. A violation of
93 this provision shall be punished by a civil penalty as set by resolution of the city
94 commission.

95 **Section 4.** Chapter 7, "Beaches, Parks and Recreation", Article II, "Beach Parking",
96 Section 7-23, "Enforcement procedure" is hereby amended as follows:

97

98 **Sec. 7-23. - Enforcement procedure.**

99

100 Whenever a motor vehicle is deemed to be in violation of this article, the city's law
101 enforcement agency, parking enforcement officer or its designee locating such vehicle
102 shall endeavor to identify the owner thereof, and shall deliver to the violator, or affix to
103 the vehicle, a municipal parking violation describing the same and the civil penalty
104 therefore. The violator shall have ~~ten~~ fifteen (15) calendar days to pay the stated
105 penalty, or to request an appeal hearing for the municipal parking violation issued by the
106 city. In the event the violator does not pay the stated penalty or a signed and completed
107 appeal form is not received by the city within the ~~ten~~ fifteen (15) calendar day period,
108 the civil penalty prescribed for the alleged violation shall double in amount and tender of
109 payment of a lesser amount shall not be accepted. The city must have received the
110 payment or the request for appeal prior to the close of business on the 15th day in order
111 to be in compliance with this section. In those cases where the citation is mailed to the
112 violator, the city's leisure services director, or designee, is authorized to waive the
113 doubling of the civil penalty based upon good cause.

114

115

116 **Section 5.** Chapter 21, "Traffic", Article I, "In General", Section 21-4, "Vehicle licenses"
117 is hereby amended as follows:

118

119 **Sec. 21-4. - Vehicle licenses.**

120

121 (a) Every vehicle, at all times while driven, stopped or parked upon any highway,
122 road or street in the city, shall be licensed in the name of the owner thereof in
123 accordance with the laws of Florida unless such vehicle is not required by the
124 laws of Florida to be licensed in this state, and shall, unless otherwise provided
125 by statute, display the license plate or both of the license plates assigned to it by
126 the state, one (1) on the rear; and if two (2), the other on the front of the vehicle,
127 each to be securely fastened to the vehicle outside the main body of the vehicle
128 in such a manner as to prevent the plates from swinging, with all letters,
129 numerals, printing, writing and other identification marks upon the plates clear
130 and distinct and free from defacement, mutilation, grease and other obscuring
131 matter, so that they shall be plainly visible and legible at all times one hundred
132 (100) feet from the rear or front. No license plates other than those furnished by
133 the state shall be used; however, if the vehicle is not required to be licensed in
134 this state, the license plates on such vehicle issued by another state, or by a

135 territory, possession or district of the United States, or a foreign country,
136 substantially complying with the provisions hereof, shall be considered as
137 complying with this section.

138 (b) A violation of this section shall be punished by a civil penalty as set forth in the
139 schedule of fees ~~twenty dollars (\$20.00)~~, unless a lesser penalty is imposed by the
140 court. The enforcement procedure for violations of this section shall be as prescribed
141 by section 21-39 for nonmoving violations.

142
143 **Section 6.** Chapter 21, "Traffic", Article II, "Parking, Stopping and Standing", Section
144 21-33, "Improper and prohibited parking" is hereby amended as follows:

145
146 **Sec. 21-33. - Improper and prohibited parking.**

147
148 It shall be unlawful for any person to stand or park a motor vehicle in the manner
149 hereinafter described, except when necessary to avoid conflict with other traffic or when
150 so directed by a police officer:

- 151 (a) On the roadway side of another vehicle stopped at the edge of a street
152 (double parking);
153 (b) On a sidewalk;
154 (c) In or within twenty (20) feet of a street intersection;
155 (d) Outside a designated parking space, or in two (2) or more spaces;
156 (e) Parallel parking with the wheels more than twelve (12) inches from curb or
157 street edge;
158 (f) Facing against closest traffic flow;
159 (g) In an angle space with back of vehicle to meter or curb;
160 (h) Where signs, street or curb markings prohibit;
161 (i) On a bicycle path;
162 (j) Parking more than two motorcycles, scooters or mopeds in a designated
163 space;

164
165 **Sec. 21-33.1. – Stopping, standing and parking in fire lanes.**

166
167 No person shall stop, stand or park a vehicle within a fire lane which has been
168 designated as such by appropriate pavement markings, sign(s) or other traffic control
169 devices.

170
171 **Sec. 21-33.2. – Parking in alleys.**

172
173 Regardless of the posted signage, no person shall park a vehicle within an alley in
174 such a manner or under such conditions as to leave available less than ten feet of the
175 width of the roadway for the free movement of vehicular traffic, and no person shall stop,
176 stand or park a vehicle within an alley in such position as to block the driveway entrance
177 to any abutting property.

178
179
180

Sec. 21-33.3. - Parking in all residential land use districts; certain parking prohibited.

181 (a) All vehicles permitted to be parked on any residential premises, as provided in
182 this section, must be primarily operated by a resident of the premises or a guest,
183 or business invitee of the said resident.

184 (b) The following vehicles shall not be parked overnight in any residential land use
185 district:

- 186 (1) Tractor trailers, and semi-trailer trucks;
- 187 (2) Tow trucks, wreckers or flat bed vehicle carriers;
- 188 (3) Commercial buses, school buses, or vans accommodating more than
189 16 passengers;
- 190 (4) Dump trucks;
- 191 (5) Construction equipment and vehicles, whether self-propelled or towed,
192 including farm tractors, backhoes, front-end loaders, cranes, cement
193 mixers, pitch buckets or similar items;
- 194 (6) Step vans and panel trucks, and any vehicle used for the commercial
195 sale of food or beverages;
- 196 (7) More than one taxi, car service vehicle, or limousine, but not including
197 stretch limousines on a single family residential lot;
- 198 (8) Stretch limousines;
- 199 (9) Boom or bucket trucks;
- 200 (10) Swamp buggies and half-tracks;
- 201 (11) Any vehicle that exceeds the roof height of the principal building on the
202 lot or fourteen (14) feet, whichever is less.

203
204
205
206

Section 7. Chapter 21, "Traffic", Article II, "Parking, Stopping and Standing", Section 21-37.2, "Disabled parking space violations" is hereby amended as follows:

207 **Sec. 21-37.2. - Disabled parking space violations.**

208 Except for vehicles displaying a valid and proper displayed disabled person parking
209 plate or placard, no vehicle shall be stopped, standing, obstructing or parked in those
210 spaces specifically reserved for disabled person parking. A violation of this provision
211 shall be punished by a civil penalty as set by resolution of the city commission.
212 However, any person who is chauffeuring a disabled person shall be allowed, without
213 need for an identification parking permit, momentary parking in any such parking space
214 for the purpose of loading or unloading a disabled person. No penalty shall be imposed
215 upon the driver for such momentary parking.

216 Section 8. Chapter 21, "Traffic", Article II, "Parking, Stopping and Standing", Section
217 21-39, "Enforcement procedure" is hereby amended as follows:

218

219 **Sec. 21-39. - Enforcement procedure.**

220

221 Whenever a motor vehicle is deemed to be in violation of this article, the city's law
222 enforcement agency, parking enforcement officer or its designee locating such vehicle
223 shall endeavor to identify the owner thereof, and shall deliver to the violator, or affix to the
224 vehicle, a municipal parking violation describing the same and the civil penalty therefore.
225 If the violator drives the vehicle away from or in any manner leaves the site of the violation
226 while the parking enforcement officer, or designee, is preparing the parking citation, or
227 refuses service of the parking citation and drives away from or in any manner leaves the
228 site of the violation, this fact shall be duly noted in the parking system. This shall
229 constitute prima facie evidence that the parking citation was issued and that an attempt
230 at service thereof was made in accordance with the provisions of this article.

231

232 The violator shall have ~~ten~~ fifteen (10~~5~~) calendar days to pay the stated penalty, or
233 to request an appeal hearing for the municipal parking violation issued by the city. In the
234 event the violator does not pay the stated penalty or a signed and completed appeal
235 form is not received by the city within the ~~ten~~ fifteen (10~~5~~) calendar day period, the civil
236 penalty prescribed for the alleged violation shall double in amount and tender of
237 payment of a lesser amount shall not be accepted. The city must have received the
238 payment or the request for appeal prior to the close of business on the 15th day in order
239 to be in compliance with this section. In those cases where the citation is mailed to the
240 violator, the city's leisure services director, or designee, is authorized to waive the
241 doubling of the civil penalty based upon good cause.

242

243 Section 9. Chapter 21, "Traffic", Article II, "Parking, Stopping and Standing", is hereby
244 amended by enacting Section 21-44 as follows:

245

246 **Sec. 21-44. - Administrative review process; voiding of citations; waiver of late**
247 **fees; imposition of administrative fees.**

248

249 The city's leisure services director, or designee, is authorized to dismiss/void a
250 parking citation, impose administrative fees or waive late fees under the following
251 circumstances:

252 (a) Defective meters. If a person who has received a parking citation for overtime
253 parking believes the parking meter used to determine the overtime parking violation is
254 defective or malfunctioning, such person shall notify the city's parking administrative office
255 in writing of the alleged defect or malfunction within 72 hours of the time of issuance of
256 the parking citation by completing an on-line form or completing a form at the city's utilities
257 office.

258

259 1. If the meter is found to be functioning properly, the person who contacted
260 the city shall be notified in writing, email, or phone by the city's parking administrative

261 office, and all fines and penalties shall be due and payable within fifteen (15) calendar
262 days of the date of the notification.

263 2. If the meter is found to be defective or malfunctioning, the person who
264 contacted the city shall be notified in writing, email, or phone by the city's parking
265 administrative office and the parking citation shall be deemed to be invalid and all fines
266 and penalties shall be removed.

267
268 (b) Those circumstances listed in the parking directives of the parking division, in a
269 duly adopted policy or in the Schedule of Fees and Charges for Services allowing the
270 leisure services director, or designee, to void citations and waive late fees.

271
272 (c) An administrative fee may be assessed for voiding parking citations as set forth in
273 the Schedule of Fees and Charges for Services.

274
275 (d) An administrative fee may be assessed when payments are presented in person
276 at the Parking Operations window, if such fee is provided for in the Schedule of Fees and
277 Charges for Services.

278
279 Section 10. Severability. If any section, subsection, sentence, clause, phrase or portion
280 of this Ordinance is for any reason held invalid or unconstitutional by any court of
281 competent jurisdiction, such portion shall be deemed a separate, distinct, and
282 independent provision, and such holding shall not affect the validity of the remaining
283 portions thereof.

284
285 Section 11. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
286 herewith are hereby repealed to the extent of such conflict.

287
288 Section 12. Codification. The sections of the ordinance may be made a part of the City
289 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such,
290 and the word "ordinance" may be changed to "section", "division", or any other appropriate
291 word.

292
293 Section 13. Effective Date. This Ordinance shall become effective on ten (10) days after
294 passage.

295 The passage of this Ordinance on first reading was moved by Commissioner
296 Amoroso, seconded by Commissioner Maier and upon being put to a vote, the vote was
297 as follows:

298		
299	Mayor Pam Triolo	Aye
300	Vice Mayor Scott Maxwell	Aye
301	Commissioner Christopher McVoy	Aye
302	Commissioner Andy Amoroso	Aye
303	Commissioner Ryan Maier	Aye

304

305 The Mayor thereupon declared this Ordinance duly passed on first reading on the
306 17th day of May, 2016.

307
308 The passage of this Ordinance on second reading was moved by Commissioner
309 _____, seconded by Commissioner _____, and upon being put to a
310 vote, the vote was as follows:

311		
312	Mayor Pam Triolo	_____
313	Vice Mayor Scott Maxwell	_____
314	Commissioner Christopher McVoy	_____
315	Commissioner Andy Amoroso	_____
316	Commissioner Ryan Maier	_____

317
318 The Mayor thereupon declared this Ordinance duly passed and enacted on the
319 ____ day of _____, 2016.

320
321 LAKE WORTH CITY COMMISSION

322
323 By: _____
324 Pam Triolo, Mayor

325 ATTEST:
326
327 _____
328 Pamela J. Lopez, City Clerk

329



AGENDA DATE: June 7, 2016

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Resolution No. 30-2016 – amend the Fiscal Year 2015 Comprehensive Fee Schedule to provide for fees relating to parking violations as amended by Ordinance 2016-18.

SUMMARY:

This Resolution amends the Comprehensive Fee Schedule to provide for fees relating to parking violations as a result of changes to Chapters 7 and 21 of the Code of Ordinances by the adoption of Ordinance No. 2016-18.

BACKGROUND AND JUSTIFICATION:

On June 7, 2016, the City Commission adopted, on second and final reading Ordinance No. 2016-18. This ordinance clarified and modified certain sections of the code that regulates parking at the beach and surrounding areas as well as parking downtown and in residential areas. The major changes were:

- No more than 2 motorcycles shall be allowed in one space
- A vehicle may not obstruct a handicapped parking space
- A person shall have 15 days to pay a citation (currently 10 days are allowed)
- No parking in a fire lane
- A person may not park in an alley so as to obstruct the alley
- Certain commercial vehicles shall not be allowed to be parked overnight in a residential district
- The Leisure Services Director, or designee, shall be allowed to waive or void certain fees and citations
- Administrative fees, as adopted in the schedule of fees, may be imposed

This Resolution, if adopted, sets forth the parking violation fine amount and modifies certain existing language in the schedule of fees so as not to conflict with the amendments made to Chapters 7 and 21 by Ordinance No. 2016-18.

MOTION:

I move to approve/not approve Resolution No. 30-2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution
Exhibit A

RESOLUTION NO. 30-2016 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AND AUTHORIZING THE REVISIONS TO THE FISCAL YEAR 2015-2016 COMPREHENSIVE SCHEDULE OF FEES AND SERVICE CHARGES TO PROVIDE FOR ADDITIONAL FEES REGARDING PARKING CITATIONS AND TO CLARIFY CERTAIN EXISTING FEES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Commission adopted Resolution No. 45-2015 on September 15, 2015 establishing the original schedule of fees and charges for the 2015-2016 fiscal year for City services; and

WHEREAS, the City desires to amend the City-wide fee schedule to provide for additional parking fees and clarify certain existing fees; and

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

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

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

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

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

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

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

SECTION 6: This Resolution shall become effective on ten (10) days after passage.

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

Mayor Pam Triolo	_____
Vice Mayor Scott Maxwell	_____
Commissioner Christopher McVoy	_____
Commissioner Andy Amoroso	_____

Commissioner Ryan Maier _____

The Mayor thereupon declared this Resolution duly passed and adopted on the
____ day of _____, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

EXHIBIT A



CITY OF LAKE WORTH	<u>EXHIBIT A</u> SCHEDULE OF FEES AND CHARGES FOR SERVICES
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TABLE OF CONTENTS
Schedule of Fees and Charges for Services

EXHIBIT A

LEISURE SERVICES

PARKING FINES FOR DOWNTOWN AREA, STREETS & ALLEYS

Fine for all parking violations at downtown area, streets & alleys.....3, 4, 5
Fine for Administrative Fees.....3, 4, 5
Dismissing/voiding citations.....3, 4, 5

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)	
LEISURE SERVICES	Beach & Boat Ramp Parking Violations Fee Schedule	Fines	
Parking Violations			
A.	All parking violations at the Beach Complex and the Old Bridge Park shall be charged a civil penalty of \$30.00, unless otherwise set forth herein.	\$30.00	
B.	Drivers who illegally park in or obstruct designated handicapped parking spaces will be fined \$250.00 per F.S. 316.008 (4)	\$250.00	
C.	Boat Ramp and Boat Ramp Overflow parking violations	\$50.00	
D.	Administrative fee for dismissing Parking Citation for improperly or not displaying Handicap placard.	\$10.00	
E.	Administrative fee for dismissing Parking Citation for improperly entering the parking space number.	\$10.00	
F.	Administrative fee for dismissing Parking Citation as allowed by parking policies.	\$10.00	
21-39	<p>Failure to Pay Penalties for violations within 15 calendar days, unless appealed from time of issuance of the violation shall result in citation amount doubling.</p> <p>The Leisure Services Director of his/her designee may dismiss parking citations under certain extenuating circumstances. These circumstances may include, but are not limited to, an improperly displayed permit or meter receipt when a valid permit or receipt is later produced, disabled vehicles, verified official city business, ambulance transport, police/sheriff department vehicles, utility service providers, verified meter malfunction or similar situations.</p>	Fine Doubles	
Waiver	The Leisure Services Director or his/her designee may dismiss/void parking citations under certain extenuating circumstances. These circumstances may include, but are not limited to, an improperly displayed permit or meter receipt when a valid permit or receipt is later produced; disabled vehicles, verified official city business ambulance transport, police/sheriff department vehicles, utility service providers, verified meter malfunction or similar situations.		

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)	
LEISURE SERVICES	Parking Violations Downtown Areas, Side Streets & Alleys	Fines	
7-18a	Parking a motor vehicle in any area not located in beach area parking lots.	\$30.00	
7-18b	Parking in designated/marked spaces only, or large vehicles must pay for all spaces.	\$30.00	
7-18c	Parking in beach area lots must pay designated rates.	\$30.00	
7-18d	Parking more than 2 motorcycles in a space	\$30.00	
7-18f	No parking in public right of ways in beach area.	\$30.00	
7-18g	Parking a motor vehicle, as described in F.S. 316, where it blocks or encroaches a sidewalk or other pedestrian passage way.	\$30.00	
7-19a	No parking a vehicle with an obscured license plate.	\$30.00	
7-19c	Any recreational vehicle or trucks of one ton or greater prohibited in beach area.	\$30.00	
7-19c	Buses may discharge or load passengers in the lower lot, and must not block any roadway or other lane.	\$30.00	
7-20	Overnight lodging in vehicle	\$30.00	
7-21d	No resident or beach tenant employee Parking Decal.	\$30.00	
7-22	Unauthorized parking in or obstructing a disabled parking space.	\$250.00	
7-23	The violator shall have fifteen (15) days to pay citation or appeal for a hearing and turn form in.	N/A	
7-54d	Overtime at Bryant Park Boat Ramp.	\$50.00	
21-4a,b	Expired tag.	\$30.00	
21-33a	Double Parking.	\$30.00	
21-33b	Parking on a sidewalk.	\$30.00	
21-33c	Within 20' of street intersection.	\$30.00	
21-33d	Outside designated parking space, taking two spaces.	\$30.00	
21-33e	Parallel parking with wheels more than 12" from curb or street edge.	\$30.00	
21-33f	Facing against closest traffic flow.	\$30.00	
21-33g	In angle space with back of vehicle to meter or curb (F.S. 316)	\$30.00	
21-33h	Where signs, street or curb markings prohibit.	\$30.00	
21-33i	Parking on a bicycle path	\$30.00	
21-33j	Parking more than 2 motorcycles in a space	\$30.00	
21-33.1	Parking in a fire lane	\$50.00	
21-33.2	Parking in an alley	\$30.00	
21-34a	Within 50' of RR crossing.	\$30.00	
21-34b	Within 15' of fire hydrant.	\$50.00	
21-34c	In front of public or private driveway.	\$30.00	
21-34d	Within 20' of driveway for Fire Station.	\$30.00	

21-34e	On Bridge.	\$30.00	
21-34f	In a lane or obstructing Traffic.	\$30.00	
21-35e	Overtime at Parking meter, or timed zone.	\$30.00	
21-35f	Unlawful to alter, duplicate, damage, destroy a pay station receipt, permit, tag, placard, or decal used for parking control issues, in an attempt to defraud the City.	\$30.00	
21-36a	Commercial vehicle in street or alley in residential district or Commercial vehicle in industrial district over one (1) hour.	\$30.00	
21-37	Recreational vehicles or trucks of 3/4 ton or greater in residential district, street or alley, or over (1) hour.	\$30.00	
21-37.1	Parked on right-of-way between sidewalk and raised curb in residential district.	\$30.00	
21-37.2	Unauthorized parking in or obstructing a disabled parking space.	\$250.00	
21-38	Leaving vehicle unattended.	\$30.00	
21-39	Failure to Pay Penalties or file an appeal for violations within 15 calendar days from the time of issuance of the violation shall result in citation amount doubling.	Fine Doubles	
Administrative Fees	Administrative fee for dismissing Parking Citation for improperly or not displaying Handicap placard.	\$10.00	
	Administrative fee for dismissing Parking Citation for improperly entering the parking space number.	\$10.00	
Waiver	The Leisure Services Director or his/her designee may dismiss/void parking citations under certain extenuating circumstances. These circumstances may include, but are not limited to, an improperly displayed permit or meter receipt when a valid permit or receipt is later produced; disabled vehicles, vehicles used on verified official city business, ambulance transport, police/sheriff department vehicles, utility service providers, verified meter malfunction or similar situations.		
Note	Highlighted items are the additions and modifications.	N/A	



CITY OF LAKE WORTH

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

**AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JUNE 21, 2016 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION OR MOMENT OF SILENCE:**
3. **PLEDGE OF ALLEGIANCE:**
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Community Redevelopment Agency
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
10. **PUBLIC HEARINGS:**
11. **UNFINISHED BUSINESS:**
12. **NEW BUSINESS:**
 - A. Resolution No. 28-2016-to authorize the Interlocal Agreement between the City and the Lake Worth Community Redevelopment Agency to establish the Residential Conservation and Rehabilitation Program
 - B. Resolution No. 29-2016 - to authorize the Interlocal Agreement with Palm Beach County for information technology services

Agenda Date: _____ “Regular Meeting” or “Work Session” or “Special Meeting”

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:

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.