



**AGENDA  
CITY OF LAKE WORTH  
CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, OCTOBER 18, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:** Led by Commissioner Christopher McVoy
- 3. PLEDGE OF ALLEGIANCE:** Led by Commissioner Christopher McVoy
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. Proclamation declaring October 18, 2016 as Historical Society of Lake Worth Day
  - B. Proclamation declaring October 23-31, 2016 as Red Ribbon Week
  - C. Pineapple Beach Neighborhood Association update
- 6. COMMISSION LIAISON REPORTS AND COMMENTS:**
- 7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
- 8. APPROVAL OF MINUTES:**
  - A. City Commission Meeting - October 4, 2016
- 9. CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
  - A. Resolution No. 48-2016 - document the levy of municipal special assessment liens for unpaid boarding and securing charges
  - B. Resolution No. 49-2016 - document the levy of municipal special assessment liens for unpaid demolition charges

- C. Resolution No. 50-2016 - document the levy of municipal special assessment liens for unpaid lot clearing charges
- D. Resolution No. 51-2016 - establish the rates, fees and charges for the Local Sewer System
- E. Resolution No. 52-2016 - establish the rates and charges for the City Sub-Regional Sewer Utility
- F. Resolution No. 53-2016 - establish the rates, fees and charges for the Water System
- G. Change Order No. 1 with Everglades Contracting LLC for the 11th Avenue South and South F Street Watermain project
- H. Contract with Impact Sport Surfaces for the purchase of gymnasium floor
- I. Contract with Steve Ward and Associates for the purchase of gymnasium bleachers
- J. Contract with Environmental Services, Inc. for Phase I of the Historic Preservation Survey update
- K. Purchase Order with Flagler Construction Equipment for a mini excavator for the Stormwater Division

**10. PUBLIC HEARINGS:**

- A. Ordinance No. 2016-28 - Second Reading and Public Hearing - amend the Sister City Board composition

**11. UNFINISHED BUSINESS:**

**12. NEW BUSINESS:**

**13. LAKE WORTH ELECTRIC UTILITY:**

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

**B. PUBLIC HEARING:**

**C. NEW BUSINESS:**

**14. CITY ATTORNEY'S REPORT:**

**15. CITY MANAGER'S REPORT:**

- A. November 1, 2016 draft Commission agenda

**16. ADJOURNMENT:**

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

**NOTE: ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.**

**PROCLAMATION**

- WHEREAS,** Much of our city’s rich and diverse heritage is contained in the city’s many-faceted Historic Resources; and
- WHEREAS,** State and local governments, religious, colleges and universities, libraries, historical societies, museums, businesses, and families throughout the City of Lake Worth have established archives and collected artifacts as a means of preserving our history; and
- WHEREAS,** These archives collectively contain over 100 years of unique materials creating a historic resource; and
- WHEREAS,** The Society’s mission shall be to collect, research, preserve, interpret and present the history of the City of Lake Worth, fostering a deeper understanding and appreciation of our City’s history, cultural and natural environment; and
- WHEREAS,** Through these historic resources, current and future generations of Lake Worth can more accurately study the past, learn from the accomplishments of their predecessors, trace their ancestors, understand their community’s pride of place, while celebrating the history of our City; and
- WHEREAS,** On July 6, 2016, the State of Florida incorporated the Historical Society of Lake Worth, Inc. as a 501 (c) 3 organization and has also been recognized as a 501(c) 3 non-profit by the Internal Revenue Service.

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

**October 23, 2016**  
**as**  
**HISTORICAL SOCIETY OF LAKE WORTH DAY**

in the City of Lake Worth in recognition of its founding.

**IN WITNESS WHEREOF,** I have set my hand and seal of the City of Lake Worth, Florida to be affixed hereto this 18th day of October 2016.

\_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

## PROCLAMATION

- WHEREAS,** Communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and
- WHEREAS,** There is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and
- WHEREAS,** Governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and
- WHEREAS,** The red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration Agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and
- WHEREAS,** The Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and
- WHEREAS,** October 23-31 has been designated National Red Ribbon Week, encouraging Americans to wear a red ribbon to show their support for a drug-free environment.

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

**OCTOBER 23-31, 2016**

as

**RED RIBBON WEEK**

and urge all citizens of the City of Lake Worth, Florida to join me in this special observance.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 18<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela Lopez, City Clerk



**AGENDA DATE:** October 18, 2016, Regular Meeting

**DEPARTMENT:** City Clerk

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**EXECUTIVE BRIEF**

**TITLE:**

Pineapple Beach Neighborhood Association update

**SUMMARY:**

Ms. Pam Bergsma, Pineapple Beach 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 Pineapple Beach Neighborhood Association was on November 10, 2015.

**MOTION:**

Not applicable

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

**MINUTES  
CITY OF LAKE WORTH  
REGULAR MEETING OF THE CITY COMMISSION  
OCTOBER 4, 2016 – 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth, Florida.

**1. ROLL CALL:**

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and Ryan Maier. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

**2. INVOCATION OR MOMENT OF SILENCE:**

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

**3. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Commissioner Ryan Maier.

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

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

- Delete Presentations, Item B – Mango Groves Neighborhood Association update;
- Add to Presentations, Item C – Update on Hurricane Mathew; and
- Approve the agenda as amended.

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

**5. PRESENTATIONS:**

**A. Proclamation declaring October 3-7, 2016 as Customer Service Week**

Mayor Triolo read a proclamation declaring October 3-7, 2016, as Customer Service Week.

**B. (Deleted) Mango Groves Neighborhood Association update**

**C. (Added) Update on Hurricane Mathew**

City Manager Bornstein explained that there had been a lot of meetings and behind the scene activities going on in preparation for Hurricane Mathew. He said staff was coordinating its efforts with the County and encouraged everyone to begin preparation. He announced that the pier closed today and the Community Sustainability Department would close on Wednesday morning to give staff time to inform contractors to clear their construction sites of debris and stop working. He announced that all public meetings scheduled this week were cancelled or rescheduled. He explained that staff did not pick up garbage during hurricanes and if garbage or vegetation was put on the curb, staff would pick it up and heavily fine the property owner. He said that staff was monitoring what the County was doing, and the City would follow its lead. He also announced that Monday, October 10, 2016, was a legal holiday and government offices would be closed; the solar panel grand opening event on October 11, 2016, was still planned; and thanked his staff for being here for the City's residents.

Mayor Triolo announced that the City had an emergency call center with staff available to answer phones. She said she attended a staff meeting today and there was discussion about filing the Federal Emergency Management Agency's forms for federal reimbursement.

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

Mayor Triolo and Commissioner Amoroso: waived their time for comments in order to keep the meeting length short due to the pending hurricane and the publics' need to be home to take care of their families and properties.

Commissioner Maier: announced his attendance at a September 26, 2016, meeting regarding sober homes. He said there was legislation that might help the situation in the long run. The meeting was well attended. He also announced National Hunger and Homelessness Awareness Week was on November 12-20, 2016. He said he hoped Mayor Triolo would read a proclamation at a public meeting. He commented that there had been discussion about creating a dog park at Bryant Park and said that he read about the Town of Jupiter opening a dog beach.

Commissioner McVoy: announced his attendance at Chief Assistant State Attorney Al Johnson's sober home meeting on September 26, 2016. He commented that there was a lot of interest from the community. He said there was a Task Force and "tip line" that people could call if they suspected a sober home was in their neighborhood. He asked the City Manager to have staff do something about work being done at 1031 North J Street. He said he had received a lot of calls about an effort to put mid-street lights out. He also commented about there being no procedure for installation and location of street lights.

Vice Mayor Maxwell: commented that there was a need for a clear understanding and protocol about the street light installation. He said, it

was his understanding, that street lights that were knocked down by past storms were being replaced. He said he was upset with any Commissioner who dealt directly with residents. There was no process for “opting out” of getting a street light. A plan was in place and individual residents did not have the right to decide whether or not they wanted a street light or decide on what color.

Comments/requests summaries:

1. City Manager Bornstein replied that staff’s direction was to install street lights and met individually with each of the elected officials about the direction.
2. Mayor Triolo requested the City Manager schedule discussion about street lights as a future agenda item.

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

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

Karen Ryan said she spoke to the Code Compliance Supervisor about construction work being done on doors during the weekend and trash around property at 1031 North J Street. She commented that the structure was sealed and secured because of its condition.

Cathy Turk commented that she moved to Lake Worth about one year ago and loved living in the City. She said she heard from several of her neighbors that they signed a petition for a contingency wall to separate the neighbors from a proposed Wawa Convenient Store. She said stadium lights would shine on her property. She asked the Commission how to stop construction of the wall, and said she would be attending the Planning and Zoning Board meeting.

Maryanne Polizzi said she received an email from the Electric Director late Saturday night in response to her email. She commented that she also contacted Captain Baer about a situation where someone was videoing his deputies.

The following individuals spoke on various issues; however, they did not write anything on their comment cards. Omari Hardy and Peggy Fisher.

**8. APPROVAL OF MINUTES:**

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

**A. City Commission Amended Regular Meeting – June 7, 2016**

- B. City Commission Regular Meeting – September 6, 2016**
- C. City Commission Special Meeting – September 13, 2016**
- D. City Commission Regular Meeting – September 20, 2016**

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

**9. CONSENT AGENDA:**

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

- A. Agreement with Allied Universal to purchase Sodium Hypochlorite (Bleach)**
- B. Settlement Agreement and General Release relating to Germaine English**
- C. Ratify board members to the Finance Advisory and Historic Resources Preservation Boards**

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

**10. PUBLIC HEARINGS:**

- A. Ordinance No. 2016-27 – Second Reading and Public Hearing – adopt the County’s curbstoning ordinance**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-27 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7, “BEACHES, PARKS AND RECREATION”, ARTICLE VI, “MUNICIPAL BEACH AREA AND MUNICIPAL BEACH”, SECTION 7-69, “COMMERCIAL ACTIVITIES; PEDDLING”; AMENDING CHAPTER 21, “TRAFFIC”, ARTICLE I, “IN GENERAL”, SECTION 21-21, “APPLICABILITY OF “PALM BEACH COUNTY CURBSTONING ORDINANCE” TO PROVIDE THAT THE PALM BEACH COUNTY CURBSTONING ORDINANCE SHALL APPLY WITHIN THE MUNICIPAL LIMITS OF THE CITY OF LAKE WORTH; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2016-27.

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

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

**11. UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**12. NEW BUSINESS:**

**A. Ordinance No. 2016-28 – First Reading – amend the Sister City Board composition and schedule the public hearing date for October 18, 2016**

Action: Motion made by Vice Mayor Maxwell to receive and file Ordinance No. 2016-28. Motion died for lack of a second.

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-28 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, ARTICLE XV OF THE CODE OF ORDINANCES, AMENDING SECTION 2-122, "MEMBERSHIP." TO DECREASE THE NUMBER OF MEMBERS TO THE CITY OF LAKE WORTH SISTER CITY BOARD AND AMENDING THE TERM OF SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING FOR EFFECTIVE DATE.

Action: Motion made by Commissioner Maier and seconded by Commissioner McVoy to approve Ordinance No. 2016-28 on first reading and schedule the public hearing date for October 18, 2016.

Commissioner Maier explained that the Sister City Board had tried to meet for several months; however, with only three members attending, there was a lack of quorum. He explained that, as a seven-member board, a quorum required four members to attend. As a five-member board, a quorum required only three members to attend. He said this ordinance would reduce the number of members from seven to five.

Comments/requests summaries:

1. Vice Mayor Maxwell commented that, if there was trouble with members attending, then it was because of a lack of members' interest. He suggested dissolving this board because it was ineffective.
2. Mayor Triolo commented that Hurricane Mathew was coming, and one of the City's Sister City in Haiti was being "hammered" by the storm.

She suggested that the Sister City Board could spearhead a Haiti fund raiser. She asked the Commission to give this Board a chance. If the members were given meaningful things to do, then they would want to attend the meeting. She said the members would participate if they had worthwhile projects.

3. Commissioner McVoy commented that the City had few seven-member boards. There was a need for a Sister City Board because the City had relations with other cities throughout the world. He said he supported the ordinance.
4. Vice Mayor Maxwell commented that the City received nothing from this Board. The City donated an ambulance and funds to its Haiti sister city outside of the Board.
5. Vice Mayor Maxwell commented that the Finance Advisory Board had trouble getting a quorum to attend, and the Commission did not reduce the number of members. He suggested the Commission consider contracting some of the boards together.

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

Peggy Fisher said she wanted to correct one of the Commissioner's statement that the City did not have many seven-member boards. She said most of the City's advisory boards were seven-members. As a community, she said there was a need for a Sister City Board. She cited the proliferation of free libraries installed around the City, which were done without the Library Board members.

Maryann Polizzi said she was a member of the Sister City Board, and every month she closed her business early to attend the meeting. She commented that she appreciated Commissioner Maier attending every meeting as the Commission's liaison. She said the Board would have had a quorum last month except a new member had not received information about the meeting in time. She said every city had a Sister City Board.

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

**B. Resolution No. 47-2016 – identify the local roadways to be improved and identify the Citizens Advisory Committee if a proposed bond referendum is approved**

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

RESOLUTION NO. 47-2016 OF THE CITY OF LAKE WORTH CITY COMMISSION, IDENTIFYING THE LOCAL ROADWAYS TO BE IMPROVED IF THE BOND REFERENDUM IS APPROVED ON NOVEMBER 8, 2016;

ESTABLISHING A CITIZENS ADVISORY COMMITTEE IF THE BOND REFERENDUM IS APPROVED ON NOVEMBER 8, 2016; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

City Manager Bornstein explained that an amended resolution, provided to the Commission on the dais, identified the local roadways to be improved and identified a Citizens Advisory Committee if the November 8, 2016, bond referendum was approved.

City Attorney Torcivia explained that the Citizens Advisory Committee comprised of up to 14 members- -seven members from the City's Finance Advisory Board and seven members appointed by the Commission.

Comments/requests summaries:

1. Commissioner McVoy commented that he had a problem with new backup material being provided at the meeting. The Citizens Advisory Committee needed to be served by members with a wide representation from citizens. He commented that eight out of fourteen members would be appointed by the Mayor and Vice Mayor. If the community was asked if this composition gave them confidence, the Commission would find that it did not.
2. Mayor Triolo commented that she did not previously know the individuals she appointed to various boards. Everyone who applied for board appointments had a right to serve. She said she took offense to Commissioner McVoy's comments.
3. Vice Mayor Maxwell commented that if a board vacancy was not filled in a timely fashion, then the appointment could be filled by another elected official.
4. Commissioner McCoy commented that this item was an issue of upwards of \$40 million, which affected everyone who paid taxes in the City. The taxpayers should feel that a wide range of views would serve on the committee. This resolution would not achieve that goal. There were other ways to select people to serve. The Commission was trying to generate confidence because the bond was "real money" paid by "real people" for 30 years.
5. Mayor Triolo commented that every time the City tried to do something good, the Commission was pulled in one direction or another. She cited the Electric Utility Advisory Board as being composed of members with different views who came together to do good.
6. Commissioner Amoroso commented that the Citizens Advisory Committee was an oversight committee. The County used the same type of oversight committee for their penny sales tax issue. The

members' purpose would be to make sure the City spent the bond money on the residents' best behalf.

Commissioner Amoroso left the meeting at 6:55 PM.

Comments/requests summaries:

7. Vice Mayor Maxwell commented that, when the decision about the bond and creating an oversight committee was made, there were citizens who complained to him about the Finance Advisory Board serving on this committee. He said he contacted the City Manager yesterday about increasing the membership.

Commissioner Amoroso returned to the meeting at 6:56 PM.

Comments/requests summaries:

8. Mayor Triolo commented that the Finance Advisory Board should be involve in the budget process and involved in the bond oversight. She said she liked adding seven additional people.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Resolution No. 47-2016.

Comments/requests summaries:

9. Commissioner McVoy commented that he was in favor of fixing roads and applauded the City for using exhibits because of the 75-word ballot language limitation. He said this resolution did not include a price and his comments may be divisive, but said he spoke on behalf of his constituents.
10. Mayor Triolo commented that the resolution was about a list of roadways to be improved and establish a citizen advisory committee if a bond was approved by the voters.

Vice Mayor Maxwell and Commissioner Amoroso requested the meeting be recessed.

Mayor Triolo recessed the meeting at 7:01 PM and reconvened at 7:14 PM.

Comments/requests summaries:

11. Mayor Triolo commented that the issue on the agenda was a list of roadways to be improved and establish a citizens advisory board if a bond was approved

12. Commissioner McVoy requested the record's reflect that he was not allowed to finish his comments.
13. Mayor Triolo commented that Commissioner McVoy was making the discussion divisive. His comments were not related to the agenda item.
14. Commissioner McVoy commented that he received phone calls from people who said there were cracks and potholes on North D Street that was not on the list. The resolution did not state what type of improvements would be made. Residents had asked him about sidewalks being included in the improvements. He said he also was asked about traffic calming, which was also not included in the resolution. He said he supported fixing roads.
15. Commissioner Amoroso explained that the resolution listed which streets were included in the bond projects. There was a map and message from the City's consultant about the number and condition of roads. If certain roads were not listed, then they were not in a poor enough condition to be improved. He asked Commissioner McVoy to review the consultant's report.

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

Peggy Fisher said she lived in District 2 and a lot of information about road conditions was provided. The elected officials were asked to review the information in each district by the consultant. Had Commissioner McVoy reviewed the consultant's information, she said he would have been able to answer his constituents questions. There had been no solution brought forward by Commissioner McVoy- -only opposition. She said she supported a 14-member oversight committee. She commented that the resolution stated that the purpose was to identify roadways and establish a citizen advisory board.

Richard Garcio said he was recently appointed to the Finance Advisory Board by the Mayor and took umbrage to Commissioner McVoy's comments that he would side with one Commissioner or another. He said Commissioner McVoy's comments were insulting to board members. Everyone had a list of costs and information about a \$26 million project spent over time resulted in a cost of \$40 million. He said that information was only given to one Commissioner who released it on the social media.

Greg Rice said he was a member on various boards for 10 years and cited the boards he served as a member. He said none of the current elected officials were serving when he was appointed. He commented that, to insinuate that board members were puppets and could be manipulated by the elected official who made the appointment, was offensive.

Comments/requests summaries:

16. Commissioner McVoy commented that he received information from a consultant about the total cost for roadway improvements being \$26 million. He said he did research and a \$26 million project did not match a \$40 million bond. He said he did not request the information for himself, but requested it because it was important that the process be transparent. He said the City should spell out what it was doing.
17. Commissioner Amoroso commented that, if something wrong was found, then a Commissioner should take the issue to staff and not to the social media.

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to call the question

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

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

**13. LAKE WORTH ELECTRIC UTILITY:**

**A. PRESENTATION:**

**1) Update on the electric utility system**

**A. CONSENT AGENDA:**

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

**B. PUBLIC HEARING:**

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

**C. NEW BUSINESS:**

**14. CITY ATTORNEY'S REPORT:**

City Attorney Torcivia did not provide a report.

**15. CITY MANAGER'S REPORT**

**A. October 18, 2016 – draft Commission agenda**

City Manager Bornstein did not provide a report.

**16. ADJOURNMENT:**

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to adjourn the meeting at 7:34 PM.

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

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PAM TRIOLO, MAYOR

ATTEST:

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PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: October 18, 2016

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



**AGENDA DATE:** October 18, 2016, Regular Meeting

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 48-2016 - document the levy of municipal special assessment liens for unpaid boarding and securing charges.

**SUMMARY:**

The Resolution documents the costs incurred by the City for boarding and securing services and levies such costs as special assessment liens against the properties.

**BACKGROUND AND JUSTIFICATION:**

Pursuant to the provisions of sections 2-75.2 through 2-75.2.7 of the Code of Ordinances (the “Board and Secure Ordinance”), any vacant and unoccupied structure that is not secured, thereby, allowing access by the general public to its interior, and does not have a current board and secure certificate is considered a public nuisance. Certain owners failed to abate the Board and Secure nuisance and the City or its contractor abated said nuisances by boarding and securing the structure.

In accordance with section 2-75.2.7, a list of 13 properties are assessed for unpaid boarding and securing charges, along with the associated administrative costs, that totals \$ 22,751.83 and are attached to the Resolution as Exhibit “A”.

**MOTION:**

I move to approve / not approve Resolution No. 48-2016.

**ATTACHMENT(S):**

Fiscal Analysis- not applicable  
Resolution

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48-2016

RESOLUTION NO. 48-2016 OF THE CITY OF LAKE WORTH, FLORIDA, DOCUMENTING THE ASSESSMENT OF THE COSTS INCURRED BY THE CITY PURSUANT TO SECTION 2-75.2.7 OF THE CITY CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES (BOARDING AND SECURING) WITHIN THE CITY; LEVYING LIENS ON SAID PROPERTIES IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth, Florida has, pursuant to sections 2-75.2 through 2-75.2.7 of the Code of Ordinances of the City of Lake Worth, Florida, as amended, found and determined that the condition of certain properties or parcels of land as hereinafter described violated section 2-75.2.2(a) of said Code by reason of the existence of a structure that allows access to its interior and which is not boarded and secured or a structure that is boarded and secured but does not have a certificate of boarding which thereby has created a hazard declared to be a public nuisance; and

WHEREAS, the respective owners of the parcels of property hereinafter described were duly notified of the existence of the aforesaid nuisances on their properties and were required to abate the nuisances; and

WHEREAS, said owners have, after being duly notified by a Notice of Violation, failed to bring their property into code compliance; and

WHEREAS, the structures have been boarded and secured by the City or its contractor at a cost to the City as set forth below; and

WHEREAS, it is recommended that in accordance with section 2-75.2.7 of the Code of Ordinances of the City of Lake Worth, the costs incurred to abate said nuisances, which are assessed against the respective properties as special assessment liens, be hereby documented and recorded against the properties in the Public Records of the Palm Beach County, Florida.

47  
48 NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF  
49 THE CITY OF LAKE WORTH, FLORIDA, that:

50  
51 Section 1. The foregoing recitals are hereby ratified and confirmed as being  
52 true and correct and are hereby made a specific part of this Resolution.

53  
54 Section 2. Legislative Determinations. It is hereby ascertained and declared  
55 that the boarding and securing of the structures on the properties listed in  
56 Exhibit "A" (attached hereto and incorporated herein) provided a special benefit  
57 to each parcel assessed, based upon the following legislative determinations:

58  
59 (A) It is hereby ascertained, determined, and declared that each  
60 assessed parcel has benefitted by the City's provision of boarding and securing  
61 services in an amount not less than the amount of the boarding and securing  
62 services costs imposed against each parcel.

63  
64 (B) It is fair and reasonable to assess the boarding and securing  
65 services costs in the amounts actually expended by the City to benefit each  
66 assessed parcel.

67  
68 Section 3. In accordance with sec. 2-75.2.7 of the Code of Ordinances, at  
69 the time services were provided, all costs incurred by the City in the abatement  
70 of nuisances on the following parcels of land, along with an administrative fee,  
71 were levied and assessed against said properties as municipal special  
72 assessment liens on the properties identified and in the amounts indicated on  
73 the attached "Exhibit A". To each of the aforesaid lien amounts shall be added  
74 the cost to reimburse the City to record each lien in the Public Records of Palm  
75 Beach County, Florida. The City Commission is hereby document such special  
76 assessment liens through this Resolution.

77  
78 Section 4. Said liens shall be prior in dignity to all other liens, encumbrances,  
79 titles and claims against the property and equal in rank and dignity with ad  
80 valorem taxes and shall remain on such property until paid.

81  
82 Section 5. Said liens shall bear interest from the date of adoption of this  
83 Resolution at the legal rate until fully paid.

84  
85 Section 6. The City Clerk is hereby directed to record a certified copy of this  
86 Resolution in the Public Records of Palm Beach County, Florida. The failure to  
87 record a certified copy of this Resolution shall not affect the validity of any  
88 special assessment.

89  
90 Section 7. The Finance Department is hereby directed to mail a copy of this  
91 Resolution to the owners of the parcels of land levied hereby at the last known  
92 address of such owner.

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Section 8. Such assessment liens, together with interest, administrative fees costs, and reasonable attorneys' fees shall be enforced and collected, and may be foreclosed, pursuant to the Code of Ordinances of the City of Lake Worth and applicable provisions of law. Such assessment liens, if they remain unpaid, may also be collected pursuant to the uniform method set forth in sec. 197.3632, Fla. Stat. or through any other remedy available at law or in equity.

Section 9. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 10. 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 11. This Resolution shall take effect upon adoption.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted on this 18<sup>th</sup> day of October 18, 2016.

LAKE WORTH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:  
  
\_\_\_\_\_  
Pamela J. Lopez, City Clerk

## BOARD AND SECURE

Case #	OWNER'S NAME	OWNER'S ADDRESS	PCN	LEGAL DESCRIPTION	PROPERTY ADDRESS	DATE INVOICED	AMOUNT OWED	PAID	INVOICE	FINANCE INVOICE	INVOICE STATUS
16-706	511 6TH AVENUE SOUTH LLC	211 GRAND POINTE DR PALM BEACH GARDENS FL 33418 4629	38-43-44-21-15-213-0071	TOWN OF LAKE WORTH E 45 FT OF N 20 FT OF LT 7 & E 45 FT OF LT 8 BLK 213	511 6TH AVE S	6/5/2016	\$ 2,221.02		3016	9139	6/30/2016
15-589	DEALE WILLIAM R & WILLIAMS ICON HOMES & PROPERTIES	1420 VIA DE PEPI BOYNTON BEACH FL 33426- 8278	38-43-44-21-15-082-0312	TOWN OF LAKE WORTH W 45 FT OF LTS 31 & 32 BLK 82	1006 3RD AVE N	6/16/2015	\$ 1,455.16		2850	8981	3/31/2016
16-974	EIRE FLW LLC	PO BOX 218 BOCA RATON FL 33429 0218	38-43-44-21-15-144-0170	TOWN OF LAKE WORTH LT 17 BLK 144	1106 6TH AVE N Bays 22-32	7/30/2016	\$ 2,529.24		3033	9212	8/12/2016
16-752	ROSA RAMOS JANET	15978 ROSECROFT TER DELRAY BEACH FL 33446 9585	38-43-44-27-01-064-0010	ADD 1 TO TOWN OF LAKE WORTH LT 1 & S 5 FT OF LT 2 BLK 64	1332 S L ST	8/4/2016	\$ 2,366.20		3035	9214	8/12/2016
16-870	BARKLEY MARY EST	1502 S J ST LAKE WORTH FL 33460	38-43-44-27-01-080-0050	ADD 1 TO TOWN OF LAKE WORTH LT 5 BLK 80	1502 S J ST	7/2/2016	\$ 1,209.20		3026	9144	7/26/2016
16-527	PATEL DUSHYANT	4 S OCEAN BLVD LAKE WORTH FL 33460 3939	38-43-44-22-24-000-1050	HOVIANNA XII COND UNIT 105	212 N K ST #5	6/5/2016	\$ 763.34		3017	9142	6/30/2016
15-1583	HOBAN MICHAEL	101 S PALMWAY APT 1 LAKE WORTH FL 33460- 4244	38-43-44-21-15-091-0101	TOWN OF LAKE WORTH N 1/2 OF LT 10 & LT 11 BLK 91	212 S L STREET	12/16/2015	\$ 366.65		2937	8977	3/31/2016
14-1681	CHASSEUR ERNEST W COTTRELL MARY &	2728 ANZIO CT UNIT 308 PALM BEACH GARDENS FL 33410-2980	38-43-44-21-15-076-0230	TOWN OF LAKE WORTH LT 23 BLK 76	319 N E Street	1/3/2015	\$ 828.76		2768	7599	1/22/2015
16-739	HOWELL COLIN	410 S K ST LAKE WORTH FL 33460 4510	38-43-44-21-15-155-0110	TOWN OF LAKE WORTH LTS 11 & 12 BLK 155	410 S K ST	6/10/2016	\$ 2,383.10		3018	9141	6/30/2016
16-613	LOOMIS CHARLES W	426 N D ST LAKE WORTH FL 33460 2832	38-43-44-21-15-126-0130	TOWN OF LAKE WORTH LT 13 BLK 126	426 N D ST	6/12/2016	\$ 1,658.94		3019	9140	6/30/2016
15-2157	427 SOUTH J STREET PRODIGY LAND TR HANKIN ANDREW TR	1860 OLD OKEECHOBEE RD STE 508 WEST PALM BEACH FL 33409 5242	38-43-44-21-15-151-0290	TOWN OF LAKE WORTH LTS 29 TO 31 INC BLK 151	427 S J STREET	1/29/2016	\$ 2,716.13		2958	8767	2/28/2016
15-1793	THREE ROOMS LLC	7741 N MILITARY TRL STE 1 PALM BEACH GARDENS FL 33410-7431	38-43-44-21-15-021-0014	TOWN OF LAKE WORTH E 1/2 OF LTS 1 THRU 4 BLK 21	614 1ST AVE S	1/13/2016	\$ 3,857.15		2954	8663	1/31/2016
16-1115	EIRE LW 604 LLC	PO BOX 218 BOCA RATON FL 33429 0218	38-43-44-21-15-184-0010	TOWN OF LAKE WORTH LTS 1 TO 7 INC BLK 184	604 N G ST	7/19/2016	\$ 396.94		3032	9218	8/12/2016
						Total Due	\$ 22,751.83	0			



**AGENDA DATE:** October 18, 2016, Regular Meeting

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 49-2016 – document the levy of municipal special assessment liens for unpaid demolition charges

**SUMMARY:**

The Resolution documents the costs incurred by the City for demolishing unsafe structures and levies such costs as special assessment liens against the properties.

**BACKGROUND AND JUSTIFICATION:**

Pursuant to the provisions of sections 9-2.2(a) through 9-2.2(t) of the Code of Ordinances (the “Unsafe Building Abatement Code”), any building that is likely to fully or partially collapse endangering the life, health, property, or safety of the general public is a public nuisance. Certain owners failed to abate the unsafe building nuisances and the City or its contractor have abated said nuisances by demolishing the unsafe structure.

In accordance with sections 9-2.2 (p) and (q), a list of 5 properties are assessed for demolition charges, along with the associated administrative costs, that totals \$36,787.39 and are attached to the Resolution as Exhibit “A”.

**MOTION:**

I move to approve / not approve Resolution No. 49-2016.

**ATTACHMENT(S):**

Fiscal impact Analysis – not applicable  
Resolution

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49-2016

RESOLUTION NO. 49-2016 OF THE CITY OF LAKE WORTH, FLORIDA, DOCUMENTING THE ASSESSMENT OF THE COSTS INCURRED BY THE CITY PURSUANT TO SECTION 9-2.2(q) OF THE CITY CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES (DEMOLITIONS) WITHIN THE CITY; LEVYING LIENS ON SAID PROPERTIES IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth, Florida has, pursuant to sections 9-2.2(a) through 9-2.2(t) of the Code of Ordinances of the City of Lake Worth, Florida, as amended, found and determined that the condition of certain properties or parcels of land as hereinafter described violated section 9-2.2(c) of said Code by reason of the existence of a structure that is unsafe which thereby has created a hazard declared to be a public nuisance; and

WHEREAS, the respective owners of the parcels of property hereinafter described were duly notified of the existence of the aforesaid nuisances on their properties and were required to abate the nuisances; and

WHEREAS, said owners have, after being duly notified by a Notice of Violation, failed to bring their property into code compliance; and

WHEREAS, the structures have been demolished by the City or its contractor at a cost to the City as set forth below; and

WHEREAS, it is recommended that in accordance with section 9-2.2(q) of the Code of Ordinances of the City of Lake Worth, the costs incurred to abate said nuisances, which are assessed against the respective property owners as special assessment liens, be hereby documented and recorded against the properties in the Public Records of Palm Beach County, Florida.

50  
51 NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF  
52 THE CITY OF LAKE WORTH, FLORIDA, that:

53  
54 **Section 1.** The foregoing recitals are hereby ratified and confirmed as being  
55 true and correct and are hereby made a specific part of this Resolution.

56  
57 **Section 2.** Legislative Determinations. It is hereby ascertained and declared  
58 that the demolitions of the structures on the properties listed in Exhibit "A"  
59 (attached hereto and incorporated herein) provided a special benefit to each  
60 parcel assessed, based upon the following legislative determinations:

61  
62 (A) It is hereby ascertained, determined, and declared that each  
63 assessed parcel has benefitted by the City's provision of demolition services in  
64 an amount not less than the amount of the demolition services costs imposed  
65 against each parcel.

66  
67 (B) It is fair and reasonable to assess the demolition services costs in  
68 the amounts actually expended by the City to benefit each assessed parcel.

69  
70 **Section 3.** In accordance with secs. 9-2.2(p) and (q) of the Code of  
71 Ordinance, at the time services were provided, all costs incurred by the City in  
72 the abatement of nuisances on the following parcels of land, along with an  
73 administrative fee, were hereby levied and assessed against said properties as  
74 municipal special assessment liens on the properties identified and in the  
75 amounts indicated on the attached "Exhibit A". To each of the aforesaid lien  
76 amounts shall be added the cost to reimburse the City to record each lien in the  
77 Public Records of Palm Beach County, Florida. The City Commission is hereby  
78 documenting such special assessments liens through this Resolution.

79  
80 **Section 4.** Said liens shall be prior in dignity to all other liens, encumbrances,  
81 titles and claims against the property and equal in rank and dignity with ad  
82 valorem taxes and shall remain on such property until paid. A failure to pay any  
83 such lien, even a lien upon homesteaded property, may result in a loss of title to  
84 the property.

85  
86 **Section 5.** Said liens shall bear interest from the date of adoption of this  
87 Resolution at the legal rate until fully paid.

88  
89 **Section 6.** The City Clerk is hereby directed to record a certified copy of this  
90 Resolution in the Public Records of Palm Beach County, Florida. The failure to  
91 record a certified copy of this resolution shall not affect the validity of any  
92 special assessment.

93  
94 **Section 7.** The Finance Department is hereby directed to mail a copy of this  
95 Resolution to the owners of the parcels of land levied hereby at the last known  
96 address of such owner.

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Section 8. Such assessment liens, together with interest, administrative fees costs, and reasonable attorneys' fees shall be enforced and collected, and may be foreclosed, pursuant to the Code of Ordinances of the City of Lake Worth and applicable provisions of law. Such assessment liens, if they remain unpaid, may also be collected pursuant to the uniform method set forth in sec. 197.3632, Fla. Stat. or through any other remedy available at law or equity.

Section 9. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 10. 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 11. This Resolution shall take effect upon adoption.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted on this 18th day of October, 2016.

LAKE WORTH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:  
  
\_\_\_\_\_  
Pamela J. Lopez, City Clerk

## DEMOLITIONS

CASE #.	OWNER'S NAME	OWNER'S ADDRESS	PCN	LEGAL DESCRIPTION	PROPERTY ADDRESS	DATE INVOICED	AMOUNT OWED	PAID	INVOICE	FINANCE INVOICE	INVOICE STATUS
14-1292	BARRIOS CARLOS	2520 IDA WAY WEST PALM BEACH FL 33415-7402	38-43-44-27-01-026-0051	LAKE WORTH TOWN OF ADD 1, LT 5 (LESS E 42.7 FT) BLK 26	912 S J STREET	9/15/2015	\$ 7,520.85		J000336	9065	42521
14-2326	RAILROAD STATION ENTERPRISES INC	2800 N PATRICK CIR WEST PALM BEACH FL 33406 4457	38-43-44-21-15-011-0190	TOWN OF LAKE WORTH LT 19 BLK 11	1108 1st Ave S	5/31/2015	\$ 1,500.00		J000339	9023	42490
15-280	BRAIDE JOAN	10213 NW 54TH PL POMPANO BEACH FL 33076 177	38-43-44-21-15-247-0160	TOWN OF LAKE WORTH LT 16 BLK 247	831 S F STREET	9/29/2015	\$ 11,691.00		15-0325	8980	42460
15-484	CIAMPO EVERETT	LAKE WORTH FL 33460 2060	38-43-44-21-15-320-0140	TOWN OF LAKE WORTH LT 14 BLK 320	1011 N E STREET	12/7/2015	\$ 7,374.50		15-0408	8766	42428
15-451	LAKE OSBORNE COCHRAN TRUST LEE ABRAHAM TR	125 S STATE ROAD 7 STE 104/210 WELLINGTON FL 33414 4385	38-43-44-33-03-027-0010	LAKE OSBORNE ESTS PL 8 LT 1 BLK 27	1528 Cochran Dr	3/23/2016	\$ 8,701.04			9027	42490
						TOTAL	\$ 36,787.39	0			



**AGENDA DATE:** October 18, 2016, Regular Meeting

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 50-2016 - document the levy of municipal special assessment liens for unpaid lot clearing charges

**SUMMARY:**

The Resolution documents the costs incurred by the City for lot clearing services and levies such costs as special assessment liens against the properties.

**BACKGROUND AND JUSTIFICATION:**

Pursuant to the provisions of sections 12-38 through 12-42 of the Code of Ordinances (the "Lot Clearing Ordinance"), any parcel of land, within the city, that has accumulated waste material or growth of uncultivated vegetation over ten inches in height, which is conducive to harboring vermin, reptiles or other wild animal life is declared a nuisance. Certain owners failed to abate the lot clearing nuisance and the City or its contractor abated said nuisances by performing cut and clean services to the offending lots.

In accordance with section 12-42, a list of 25 properties are assessed for unpaid lot clearing charges, along with the associated administrative costs, that totals \$17,497.23 and are attached to the Resolution as Exhibit "A".

**MOTION:**

I move to approve / not approve Resolution No. 50-2016.

**ATTACHMENT(S):**

Fiscal Impact – not applicable  
Resolution

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50-2016

RESOLUTION NO. 50-2016 OF THE CITY OF LAKE WORTH, FLORIDA, DOCUMENTING THE ASSESMENT OF THE COSTS INCURRED BY THE CITY PURSUANT TO SECTION 12-42 OF THE CITY CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES (LOT CLEARING) WITHIN THE CITY; LEVYING LIENS ON SAID PROPERTIES IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth, Florida has, pursuant to sections 12-38 through 12-42 of the Code of Ordinances of the City of Lake Worth, Florida, as amended, found and determined that the condition of certain properties or parcels of land as hereinafter described violated section 12-38 of said Code by reason of the existence of debris, vegetation, tree, or other matter thereon and thereby created a hazard declared to be a public nuisance; and

WHEREAS, the respective owners of the parcels of property hereinafter described were duly notified of the existence of the aforesaid nuisances on their properties and were required to abate the nuisances; and

WHEREAS, said owners have, after being duly notified by a Notice of Violation, failed to bring their property into code compliance; and

WHEREAS, the lots have been cleared of debris, vegetation, tree or other public nuisance thereon by the City or its contractor at a cost to the City as set forth below; and

WHEREAS, it is recommended that in accordance with section 12-42 of the Code of Ordinances of the City of Lake Worth, the costs incurred to abate said nuisances, which are assessed against the respective properties as special assessment liens, be hereby documented and recorded against the properties in the Public Records of Palm Beach County, Florida.

47  
48 NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF  
49 THE CITY OF LAKE WORTH, FLORIDA, that:

50  
51 Section 1. The foregoing recitals are hereby ratified and confirmed as being  
52 true and correct and are hereby made a specific part of this Resolution.

53  
54 Section 2. Legislative Determinations. It is hereby ascertained and declared  
55 that the lot clearing on the properties listed in Exhibit "A" (attached hereto and  
56 incorporated herein) provided a special benefit to each parcel assessed, based  
57 upon the following legislative determinations:

58  
59 (A) It is hereby ascertained, determined, and declared that each  
60 assessed parcel has benefitted by the City's provision of lot clearing services in  
61 an amount not less than the amount of the lot clearing services costs imposed  
62 against each parcel.

63  
64 (B) It is fair and reasonable to assess the lot clearing services costs in  
65 the amounts actually expended by the City to benefit each assessed parcel.

66  
67 Section 3. In accordance with sec. 12-42 of the code of Ordinances, at the time  
68 services were provided, all costs incurred by the City in the abatement of  
69 nuisances on the following parcels of land, along with an administrative fee,  
70 were levied and assessed against said properties as municipal special  
71 assessment liens on the properties identified and in the amounts indicated on  
72 the attached "Exhibit A". To each of the aforesaid lien amounts shall be added  
73 the cost to reimburse the City to record each lien in the Public Records of Palm  
74 Beach County, Florida. The City Commission is hereby documenting such  
75 special assessment liens through this resolution.

76  
77 Section 4. Said liens shall be prior in dignity to all other liens, encumbrances,  
78 titles and claims against the property and equal in rank and dignity with ad  
79 valorem taxes and shall remain on such property until paid. A failure to pay any  
80 such lien, even a lien upon homesteaded property, may result in a loss of title to  
81 property.

82  
83 Section 5. Said special assessment liens shall bear interest from the date of  
84 adoption of this Resolution at the legal rate until fully paid.

85  
86 Section 6. The City Clerk is hereby directed to record a certified copy of this  
87 Resolution in the Public Records of Palm Beach County, Florida. The failure to  
88 record a certified copy of this Resolution shall not affect the validity of any  
89 special assessment.

90  
91 Section 7. The Finance Department is hereby directed to mail a copy of this  
92 Resolution to the owners of the parcels of land levied hereby at the last known

93 address of such owner.

94  
95 Section 8. Such assessment liens, together with interest, administrative fees  
96 costs, and reasonable attorneys' fees shall be enforced and collected, and may  
97 be foreclosed, pursuant to the Code of Ordinances of the City of Lake Worth  
98 and applicable provisions of law. Such assessment liens, if they remain unpaid,  
99 may also collected pursuant to the uniform method set forth in sec. 197.3632,  
100 Fla. Stat. or through any other remedy available at law or in equity.

101  
102 Section 9. All Resolutions or parts of Resolutions in conflict herewith are  
103 hereby repealed.

104  
105 Section 10. If any provision of this resolution or the application thereof to any  
106 person or circumstances is held invalid, the invalidity shall not affect other  
107 provisions or applications of this Resolution which can be given effect without  
108 the invalid provision or application and to this end the provisions of this  
109 Resolution are declared severable.

110  
111 Section 11. This Resolution shall take effect upon adoption.

112  
113 The passage of this Resolution was moved by Commissioner  
114 \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and  
115 upon being put to a vote, the vote was as follows:

- 116  
117 Mayor Pam Triolo  
118 Vice Mayor Scott Maxwell  
119 Commissioner Christopher McVoy  
120 Commissioner Andy Amoroso  
121 Commissioner Ryan Maier

122  
123 The Mayor thereupon declared this Resolution duly passed and adopted  
124 on this 18<sup>th</sup> day of October, 2016.

125  
126 LAKE WORTH CITY COMMISSION

127  
128  
129 By: \_\_\_\_\_  
130 Pam Triolo, Mayor

131 ATTEST:

132  
133  
134 \_\_\_\_\_  
135 Pamela J. Lopez, City Clerk  
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**LOT CLEARINGS**

CASE #	OWNER'S NAME	OWNER'S ADDRESS	PCN	LEGAL DESCRIPTION	PROPERTY ADDRESS	DATE INVOICED	AMOUNT OWED	PAID	INVOICE	FINANCE INVOICE	INVOICE STATUS
16-1073	SHUSTAK GARY E	1106 N H ST LAKE WORTH FL 33460 2127	38-43-44-21-15-342-0020	TOWN OF LAKE WORTH LT 2 BLK 342	1106 N H STREET	7/15/2016	\$480.65		4043	9213	8/12/2016
16-80	PACHECO GENARO	112 S E ST LAKE WORTH FL 33460- 4021	38-43-44-21-15-059-0110	TOWN OF LAKE WORTH LT 11 BLK 59	112 S E Street	2/24/2016	\$793.00		22416 C	8755	2/28/2016
15-137	MAY SCOTT	DANIEL CONSUEGRA LAW OFFICES C/O 9204 KING PALM DR TAMPA FL 33619-1328	38-43-44-21-15-063-0090	TOWN OF LAKE WORTH LT 9 BLK 63	116 S C STREET	3/2/2015	\$1,348.00		21815B	8763	2/28/2016
14-2537	BRYANT TERRY	915 39TH ST WEST PALM BEACH FL 33407-4011	38-43-44-27-01-064-0021	ADD 1 TO TOWN OF LAKE WORTH LT 2 /LESS S 5 FT/ BLK 64	1328 S L STREET	1/18/2015	\$238.00	\$0.00	11315D	8976	3/31/2016
16-754	AFFORDABLE HOME COMPANY	937 39th CT WEST PALM BEACH FL 33407 4015	38-43-44-34-01-000-0460	OSBORNE ADD AMND LT 46	1614 S JOHNSON STREET	7/6/2016	\$756.20		4002	9215	8/12/2016
15-1967	GANCARZ JACK & NICHOLAS	1707 CRESTWOOD BLVD LAKE WORTH FL, 33460- 1756	38-43-44-27-01-089-0010	ADD 1 TO TOWN OF LAKE WORTH LTS 1 & 2 BLK 89	1622 S N STREET	1/26/2016	\$1,272.52		3737	8759	2/28/2016
5-1466 (2)	BANK OF NEW YORK MELLON	BANK OF AMERICA C/O 100 N TRYON ST CHARLOTTE NC 28202 4000	38-43-44-16-15-003-0200	LAKE CLARKE TERRACE LT 20 BLK 3	1706 TERRACE DR E	1/26/2016	\$333.00		3740	8764	2/28/2016
15-1466	BANK OF NEW YORK MELLON	BANK OF AMERICA C/O 100 N TRYON ST CHARLOTTE NC 28202 4000	38-43-44-16-15-003-0200	LAKE CLARKE TERRACE LT 20 BLK 3	1706 TERRACE DR E	10/21/2015	\$636.00		3598	8569	10/29/2015
16-795	FORTY ONE YELLOW LLC	KURT A STREYFFLER C/O PO BOX 777 FORT MYERS FL 33902 0777	38-43-44-21-15-078-0290	TOWN OR LAKE WORTH LT 29 BLK 78	307 N F STREET	6/2/2016	\$2,859.54		53016A	9138	6/24/2016
16-306	MAGINOT LINE LLC	320 E SEAVIEW DR MARATHON FL 33050 3820	38-43-44-21-15-151-0210	TOWN OF LAKE WORTH LT 21 BLK 151	409 S J STREET	4/7/2016	\$593.00		40716B	9024	4/30/2016
16-132	CARR EDWARD	416 S J ST LAKE WORTH FL 33460 4544	38-43-44-21-15-153-0090	TOWN OF LAKE WORTH LT 9 BLK 153	416 S J STREET	4/7/2016	\$103.00		40716A	9022	4/30/2016
16-1138	CARR EDWARD	416 S J ST LAKE WORTH FL 33460 4544	38-43-44-21-15-153-0090	TOWN OF LAKE WORTH LT 9 BLK 153	416 S J STREET	7/22/2016	\$276.90		4053	9211	8/12/2016
15-974	HALFORD ADRIANNA HALFORD WILLIAM &	2602 LAKE OSBORNE DR LAKE WORTH FL 33461- 5663	38-43-44-28-01-007-0130	BUFFALO HEIGHTS, REVISED PLAT LT 13 BLK 7	502 LAKE OSBORNE DR	7/29/2015	\$448.00		3455	8757	2/28/2016
14-2552	HALFORD ADRIANNA & HALFORD WILLIAM	2602 LAKE OSBORNE DR LAKE WORTH FL 33461 5663	38-43-44-28-01-007-0130	BUFFALO HEIGHTS, REVISED PLAT LT 13 BLK 7	502 LAKE OSBORNE DR	1/26/2015	\$593.50		3239	8757	2/28/2016
16-1241	MOROSOV IRENE H & MOROSOV VLADIMIR B	PO BOX 512 GLEN COVENY 11542 0512	38-43-44-21-15-169-0231	TOWN OF LAKE WORTH S 1/2 OF LT 23 & LT 24 BLK 169	517 S L ST	8/3/2016	\$1,932.90		80316C	9220	8/12/2016
16-438	KOBLER SANDOR	1404 S N ST LAKE WORTH FL 334605728	38-43-44-21-15-148-0110	TOWN OF LAKE WORTH LTS 11 & 12 BLK 148	524 N H STREET	4/18/2016	\$533.00		41816A	9021	4/30/2016
16-1303	KOBLER SANDOR	1404 S N ST LAKE WORTH FL 33460 5728	38-43-44-21-15-148-0110	TOWN OF LAKE WORTH LTS 11 & 12 BLK 148	524 N H STREET	8/3/2016	\$644.90		80316A	9210	8/12/2016
16-106	FLORES JOSE FLORES JOSE JR FLORES NINFA FLORES VALERIE J &	527 N K ST LAKE WORTH, FL 33460- 3021	38-43-44-21-15-152-0180	TOWN OF LAKE WORTH LT 18 BLK 152	527 N K STREET	2/24/2016	\$238.00		22416 A	8760	2/28/2016
16-1111	GOMEZ CARLOS RODRIGUEZ	616 S PINE ST LAKE WORTH FL 33460 4748	38-43-44-28-03-000-0280	ADD 1 TO LAKEVIEW HGTS LT 28	616 S PINE STREET	7/29/2016	\$331.90		62316A	9217	8/12/2016
15-1247	SCHMIDT FREDERICK F	623 S PINE ST LAKE WORTH FL 33460- 4747	38-43-44-28-03-000-0120	ADD 1 TO LAKEVIEW HGTS LT 12	623 S PINE STREET	1/20/2016	\$654.42		3722	8756	2/28/2016
15-2223	CABREJA GLENYS C	313 LAKE CIR # 312 NORTH PALM BEACH FL 33408-5230	38-43-44-34-01-000-0482	OSBORNE ADD AMND LT 48 /LESS N 65 FT OF E 25 FT/	707 WASHINGTON AVE	2/24/2016	\$138.00		22416 D	8762	2/28/2016
16-103	JENNE KENNETH C II	2601 W BROWARD BLVD FORT LAUDERDALE FL 33312 1308	38-43-44-21-15-242-0040	TOWN OF LAKE WORTH LT 4 BLK 242	814 N J STREET	2/19/2016	\$887.50		3769	8761	2/28/2016
16-1192	JENNE KENNETH C II	2601 W BROWARD BLVD FORT LAUDERDALE FL 33312 1308	38-43-44-21-15-242-0040	TOWN OF LAKE WORTH LT 4 BLK 242	814 N J STREET	7/29/2016	\$184.90		62316B	9216	8/12/2016
16-1281	AS DIOMEDES LLC	1881 W KENNEDY BLVD STE D TAMPA FL 33606 1611 2520 IDA WAY	38-43-44-21-15-241-0040	TOWN OF LAKE WORTH LT 4 BLK 241	814 S B ST	8/3/2016	\$687.90		80316B	9219	8/12/2016
15-1783	BARRIOS CARLOS	2601 W BROWARD BLVD FORT LAUDERDALE FL 33312 1308	38-43-44-27-01-026-0040	ADD 1 TO TOWN OF LAKE WORTH LT 4 BLK 26	920 S J STREET	1/9/2016	\$532.50		3713	8758	2/28/2016
							<b>Total Due</b>	<b>\$17,497.23</b>	<b>\$0.00</b>		



**AGENDA DATE:** October 18, 2016 – Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 51-2016 - establish the rates, fees and charges for the Local Sewer System

**SUMMARY:**

The Resolution establishes the rates and charges for the City local sewer system, which, according to the 2017 rate sufficiency analysis, recommends the City increase local sewer rates 3% in Fiscal Year 2017.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth contracts with Burton & Associates on an ongoing basis to provide a yearly Revenue Sufficiency Analysis. This analysis provides a multi-year projection of the sufficiency of revenues for the Local Sewer Utility to meet current and projected financial requirements and determine the level of revenue increases necessary in each year to provide adequate revenues to fund all identified cost requirements.

The results of the current Fiscal Year (FY) 2017 rate sufficiency analysis have shown that a rate increase identified this year is necessary. The proposed increase is largely due to the increased flow charges from the East Central Region Wastewater Facility and Palm Beach County for planned capital improvement projects. These capital improvements require a rate increase of 3% for FY2017.

Future costs for the local sewer utility will be to a large extent driven by expenditures related to the long term capital improvements required in the local sewer system, and the planned capital improvements for the East Central Region Wastewater Facility. These projects are needed to maintain the reliability and environmental requirements of the sewer system.

**MOTION:**

I move to approve/disapprove Resolution No. 51-2017 establishing the Fiscal Year 2017 rates and charges for the City local sewer utility.

**ATTACHMENT(S):**

Resolution

Local Sewer Rate Presentation

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RESOLUTION NO. 51-2016 OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES FOR USE OF SEWAGE DISPOSAL SYSTEM OF THE CITY OF LAKE WORTH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS OR PARTS OF RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Commission finds that the rates established herein are fair and equitable and serve a valid public purpose.

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

Section 1. The following schedules, except as otherwise provided, shall be the rates, fees and charges for the use of and for the services and facilities furnished or to be furnished by the sewage disposal system, to be paid by the owner, tenant or occupant of each lot or parcel of land which may be connected with or may use the sewage disposal system by or through any part of the sewer system of the City of Lake Worth. These charges are those necessary to cover operation, maintenance and replacement costs.

1.0 Accounts which are served and metered by the Lake Worth Utilities Water System.

1. Customer Charge effective as of the dates listed:

Effective Date:	10/1/2016	
Charge:	\$ 3.90	

A fixed charge based on the cost of preparing and delivering a bill which will be applied to each sewer account receiving a bill.

2. Base Facility Charge:

**Residential Accounts:**  
A fixed charge designed to recover a portion of the fixed costs of the sewer system will be applied to each Equivalent Residential Unit (ERU) which is defined as follows:

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“ERU” shall stand for “Equivalent Residential Unit” and shall mean the average amount of wastewater discharged by a residential facility in terms of the reserved capacity needed to serve that facility. One ERU is, by definition, equal to one single family residence, to each residential unit in a multi-family complex, if separately metered, or as calculated in accordance with Chapter 18, Article IV, Code of Ordinances of the City of Lake Worth.

A single family residence.  
Each residential unit in a multi-family complex such as duplexes, triplexes, apartment buildings and condominiums.  
Each separate living unit in a mobile home or trailer park complex.

Base Facility Charge effective as of the dates listed:

Effective Date:	10/1/2016	
Charge:	\$ 8.16	

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**Commercial Accounts.**  
A fixed charge designed to recover a portion of the fixed costs of the sewer system shall be applied to each meter based upon the size of the meter.

Base Facility Charge effective as of the dates listed:

	10/1/2016	
5/8 X 3/4" Meter	\$ 8.16	
1" Meter	\$ 20.39	
1-1/2" Meter	\$ 40.79	
2" Meter	\$ 65.27	
3" Meter	\$ 130.52	
4" Meter	\$ 203.93	
6" Meter	\$ 407.89	

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Volume Charge effective as of the dates listed:

Effective Date:	10/1/2016	
Charge:	\$ 0.365	

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A volume charge based on those costs related directly to the transmission, treatment and disposal of sewage generated.

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**Residential use.**

A residential use is defined as a use consisting of a minimum of one dwelling unit but shall not include transient facilities.

A volume charge will be applied to each hundred gallons of water consumed up to a maximum of twelve thousand (12,000) gallons per ERU for individually metered, single or multi-unit residential accounts or six thousand (6,000) gallons per ERU for master-metered, multi-unit residential accounts.

**Commercial use**

A commercial use shall include all non-residential uses, including but not limited to motels, hotels, nursing homes, restaurants, commercial businesses and institutions.

A volume charge will be applied to each hundred gallons of water consumed.

**Industrial Use Class**

An industrial use shall be defined as a commercial use that is able to demonstrate that over fifty percent (50%) of its water usage is not returned to the City sewer system.

- 1. Customer Charge effective as of dates listed:

Effective Date:	10/1/2016	
Charge:	\$ 3.90	

A fixed charge based on the cost of preparing and delivering a bill which will be applied to each sewer account receiving a bill.

- 2. Base Facility Charge:

A fixed charge designed to recover a portion of the fixed costs of the sewer system shall be applied to each meter based upon the size of the meter.

Base Facility Charge effective as of the dates listed:

	10/1/2016	
5/8 X 3/4" Meter	\$ 8.16	
1" Meter	\$ 20.39	

1-1/2" Meter	\$ 40.79	
2" Meter	\$ 65.27	
3" Meter	\$ 130.52	
4" Meter	\$ 203.93	
6" Meter	\$ 407.89	

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3. Volume Charge effective as of dates listed:

Effective Date:	10/1/2016	
Charge:	\$ 0.365	

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A volume charge would be applied to each hundred gallons of water consumed up to a maximum flow as approved by the Water Utilities Director. This limitation for this charge is established to provide for the use of water for industrial and other uses that do not generate sewage.

**Process Water Meter**

A commercial use may request the installation of a separate water meter for the purpose of metering water used for process water which is not discharged to the City sewer system.

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4. The installation of a process water meter shall be subject to the approval of the Water Utilities Director.
5. The metered water usage for a process water meter will be used to charge for water use only based upon the water rate schedule, as amended from time to time.

2.0 Accounts which are not served by the Lake Worth Water Utilities System.

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1. Customer Charge effective as of dates listed:

Effective Date:	10/1/2016	
Charge:	\$ 3.90	

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A fixed charge based on the cost of preparing and delivering a bill which will be applied to each sewer account receiving a bill.

2. Base Facility Charge effective as of dates listed:

Effective Date:	10/1/2016	
Charge:	\$ 8.16	

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A fixed charge designed to recover a portion of the fixed costs of the sewer system will be applied to each Equivalent Service Unit (ESU) which is defined as follows:

- A single family residence.
- Each residential unit in a multi-family complex such as duplexes, triplexes, apartment buildings and condominiums.
- Each separate living unit in a mobile home or trailer park complex.
- Each washing machine in a commercial laundry.
- Each multiple of four (4) sewer fixtures or fraction thereof, in a commercial or institutional establishment such as an office, store, hotel, motel, combination store/apartment, office/apartment, nursing home, etc.

3. Fixture Charge effective as of dates listed:

Effective Date:	10/1/2016	
Charge:	\$ 8.16	

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A fixture charge applied to each sewer fixture.

Collection of Sewer Service Charge

The sewer service charges shall become effective as to each lot or parcel of land which may be connected with the sewage disposal system by or through any part of the sewer system of the City of Lake Worth, upon the placing of the sewage disposal system in operation and the construction of all connections thereto from the sanitary sewer serving such lot or parcel.

In cases where water is furnished by the Lake Worth Utilities System, the amount of the sewer service charges shall be included in the bills for water rendered by the City of Lake Worth. In all cases where water is furnished by any plant or system other than the Lake Worth Utilities System, bills shall be rendered for the amount of such sewer service charges in the same manner as bills are rendered for water. If the amount of such sewer service charges shall not be paid by the due date shown on the bill, the City of Lake Worth may discontinue furnishing water to such premises, and shall disconnect the same from the Lake Worth Utilities System, and shall proceed forthwith to recover the amount of such sewer service charges in such lawful manner as it may deem advisable. The City of Lake Worth may enter into contracts with the County of Palm Beach, City of West Palm Beach, or any

204 municipality, public utility, special authority or government unit in  
205 Palm Beach County for the treatment and disposal of sewage  
206 collected outside the territorial limits of the City of Lake Worth and  
207 pumped and delivered to some part of the sewer system of the  
208 City of Lake Worth; provided, however, that notwithstanding any  
209 of the other provisions of this resolution, the charges to be paid for  
210 the treatment and disposal of such sewage shall not be less than  
211 an amount which is fair and equitable taking into account the cost  
212 to the City of Lake Worth of such treatment and disposal and the  
213 principal and interest requirements of the bonds issued pursuant  
214 to Lake Worth Utilities Authority Resolution No. U-18-75. That  
215 certain State Bond Loan Agreement between the Lake Worth  
216 Utilities Authority and the Department of Environmental  
217 Regulation of the State of Florida is dated January 6, 1976. User  
218 charges will be reviewed periodically to assure adequate revenue  
219 to cover operation, maintenance and replacement costs and a  
220 proportional distribution of costs among users. Users will receive  
221 annually, a notification of the current rate structure.  
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223 Section 2. With respect to any premises or users situated outside the corporate  
224 limits of the City of Lake Worth, which premises or users now or hereafter have  
225 active connections to the sewage disposal system of the City, there shall be  
226 charged a rate equal to the charge established for service to residents of the  
227 City, plus a surcharge equal to twenty-five percent (25%) of such charge.  
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229 The foregoing surcharge shall apply to users with whom the City has now or  
230 shall hereafter contract for services at charges established in such contracts  
231 unless the contract does not allow for a surcharge.  
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233 Section 3. Average Billing Calculation. The average billing process will  
234 establish a monthly bill which will be based on the average sewer bill for the  
235 preceding twelve (12) calendar months. If the residence or apartment has been  
236 occupied for the last twelve (12) months and the customer can qualify as an  
237 existing customer, the previous tenant's or owner's bill may be used to estimate  
238 the average monthly billing.  
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240 The average billing calculation will be reviewed and adjustments made to  
241 correct for changes in rates, or usage or other factors to be implemented on the  
242 bills issued during June and December of each year.  
243

244 Section 4. Should any section or provision of this resolution or any portion  
245 thereof, any paragraph, sentence or word be declared by a court of competent  
246 jurisdiction to be invalid, such decision shall not affect the validity of the  
247 remainder hereof as a whole or any part thereof other than the part declared to  
248 be invalid.  
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250 Section 5. All resolutions or parts of resolutions in conflict herewith are hereby  
251 repealed.

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Section 6. This Resolution shall be in effect for billings issued on or after November 1, 2016.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted this 18<sup>th</sup> day of October, 2016.

LAKE WORTH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk





**AGENDA DATE:** October 18, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 52-2016 - establish the rates and charges for the City Sub-Regional Sewer Utility

**SUMMARY:**

The Resolution establishes rates and charges for the sub-regional sewer utility based upon the recommendations of the sub-regional board for Fiscal Year (FY) 2017.

**BACKGROUND AND JUSTIFICATION:**

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

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

The operating agreement approved on March 5, 2013 contained a rate calculation methodology for use during the term of the agreement. The proposed rates were calculated in accordance to this method.

The City has held a meeting with the Sub-Regional Customer Member Board to discuss these rates as required under the new agreements. All members attended and the Board is recommending approval of the rates.

**MOTION:**

I move to approve/disapprove Resolution No. 52-2016 – establish the Fiscal Year 2017 rates and charges for the City Sub-regional Sewer Utility.

**ATTACHMENT(S):**

Resolution  
Subregional Board Chair Letter  
Presentation

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RESOLUTION NO. 52-2016 OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES FOR USE OF THE REGIONAL SEWAGE DISPOSAL SYSTEM OF THE CITY OF LAKE WORTH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS OR CONFLICTING PARTS OF RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

A fixed charge to each customer based on the contribution requirements billed to the City of Lake Worth regional sewer system for the East Central Regional Water Reclamation Facility in each fiscal year multiplied against the percentage of total capacity of the regional sewer system reserved by each customer. For FY 2017 the Charge is:

ECR R&R Per Entity	Reserved Capacity	Annual Charge
South Palm Beach	2.974%	\$19,691.56
Palm Springs	28.200%	\$186,725.17
Manalapan	1.322%	\$8,751.58
Atlantis	4.217%	\$27,925.35
Lantana	12.539%	\$83,027.15
PBSC	0.939%	\$6,218.21
Lake Clarke Shores	4.348%	\$28,788.78
Lake Worth	45.461%	\$301,018.19
Total:	100.000%	\$662,145.99

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39           2.     East Central Regional Water Reclamation Facility Debt Payment  
40                     (Not levied in FY 2017)

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42           A fixed charge to each customer based on the annual State  
43           Revolving Fund loan and other indebtedness requirements billed to  
44           the City of Lake Worth regional sewer system for the East Central  
45           Regional Water Reclamation Facility in each fiscal year multiplied  
46           against the percentage of total capacity of the regional sewer  
47           system reserved by each customer. Note that debt service is  
48           included in the ECR Operations and Maintenance charges.

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50           3.     Lake Worth Regional Sewer System Renewal & Replacement  
51                     Charge

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53           A fixed charge to each customer to recover the cost of scheduled  
54           system renewal and replacements and reserve requirements of the  
55           City of Lake Worth regional sewer system based on the renewal  
56           and replacement cost and reserve requirements of the regional  
57           sewer system in each fiscal year multiplied against the percentage  
58           of total capacity of the regional sewer system reserved by each  
59           customer. For FY 2017 the Charge is:

Lake Worth Subregional R&R Entity	Reserved Capacity	Annual Charge
South Palm Beach	2.974%	\$8,877.86
Palm Springs	28.200%	\$84,184.33
Manalapan	1.322%	\$3,945.62
Atlantis	4.217%	\$12,590.04
Lantana	12.539%	\$37,432.47
PBSC	0.939%	\$2,803.46
Lake Clarke Shores	4.348%	\$12,979.31
Lake Worth	45.461%	\$135,712.90
Total:	100.000%	\$298,526.00

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61           4.     Palm Beach County Force Main Capital Reserve Charge

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63           A fixed charge to each customer to recover the cost of the  
64           subregional sewer system share of a planned Palm Beach  
65           County force main capital project. The capital will be  
66           recovered over a fifteen month period beginning June 2016  
67           and ending August 2017. The capital amount to be  
68           reserved annually will be multiplied against the percentage  
69           of total capacity reserved by each customer. For FY 2017,  
70           the charge is:

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PBC Subregional R&R Per Entity	Reserved Capacity	Annual Charge
South Palm Beach	2.974%	\$31,225.95
Palm Springs	28.200%	\$296,100.00
Manalapan	1.322%	\$13,877.85
Atlantis	4.217%	\$44,282.70
Lantana	12.539%	\$131,660.55
PBSC	0.939%	\$9,860.55
Lake Clarke Shores	4.348%	\$45,651.90
Lake Worth	45.461%	\$477,340.50
Total:	100.000%	\$1,050,000.00

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5. Operations & Maintenance Charge

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

Operations & Maintenance Charge effective as of the dates listed:

*All Customers Excluding City of Palm Springs*

Effective Date:		10/1/2016
Charge:		\$ 1.760

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*Village of Palm Springs*

Effective Date:		10/1/2016
Charge:		\$ 1.567

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

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

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

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105 Section 5. This Resolution shall be in effect for billings issued on or after  
106 November 1, 2016.

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108 The passage of this Resolution was moved by \_\_\_\_\_, seconded  
109 by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as  
110 follows:

- 111
- 112 Mayor Pam Triolo
- 113 Vice Mayor Scott Maxwell
- 114 Commissioner Christopher McVoy
- 115 Commissioner Andy Amoroso
- 116 Commissioner Ryan Maier

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119 The Mayor thereupon declared this Resolution duly passed and adopted  
120 this 18th day of October, 2016.

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123 LAKE WORTH CITY COMMISSION

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127 By: \_\_\_\_\_  
128 Pam Triolo, Mayor

129 ATTEST:  
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131  
132 \_\_\_\_\_  
133 Pamela J. Lopez, City Clerk



# Town of Lake Clarke Shores

*Palm Beach County's Premier Lakeside Community Since 1957*

June 30, 2016

**Robert M. W. Shalhoub**  
Mayor

**Thomas C. Mayes, Jr.**  
Vice Mayor

**Valentin Rodriguez, Jr.**  
President Pro-Tem

**Malcolm K. Lewis**  
Council Member

**Gregory Freebold**  
Council Member

**Daniel P. Clark, P.E.**  
Town Administrator

**Mary Pinkerman**  
Town Clerk

**William Smith, III**  
Chief of Police

Mr. Michael Bornstein  
City Manager, City of Lake Worth  
7 North Dixie Highway  
Lake Worth, FL 33460

## **Re: FY 2017 Utility Budget**

Dear Mr. Bornstein:

On the 27<sup>th</sup> of March 2013, the City of Lake Worth entered into an Interlocal Agreement with City of Atlantis, Town of Lantana, Town of Manalapan, the Village of Palm Springs, the Town of South Palm Beach and Palm Beach State College. On the 17<sup>th</sup> of September 2013, the Town of Lake Clarke Shores entered into a similar Interlocal Agreement with the City of Lake Worth.

The purpose of the agreements was to define wastewater service and wastewater facilities cost sharing. The Parties to the Interlocal Agreement are to participate in a Sub Regional Sewer Member Board. The Member Board has specific duties and responsibilities as defined within the agreements.

On June 16, 2016 the Member Board met with City of Lake Worth Utility staff and their consultants and reviewed the proposed FY2017 utility wastewater budget. It was the consensus of the Member Board that the proposed FY2017 utility wastewater budget is acceptable. The Member Board recommends adoption of the FY2017 Utility Budget as presented on June 16, 2016 and the associated bulk O & M rates and special assessment.

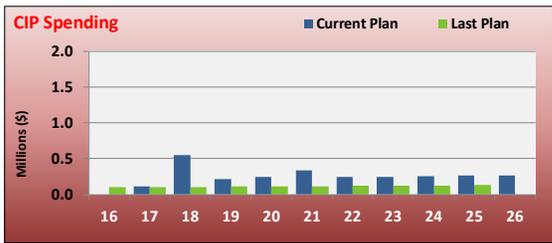
Town of Lake Clarke Shores

Daniel P. Clark, P.E.  
Town Administrator  
Member Board Chair

Cc: Brian Shields, P.E., City of Lake Worth  
Mo Thorton, City of Atlantis  
Debra Manzo, Town of Lantana  
Rich Reade, Village of Palm Springs  
Linda Stump, Town of Manalapan  
Bob Vitas, Town of South Palm Beach  
Richard Becker, Palm Beach State College

**REGIONAL SEWER FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS) SUMMARY**

SAVE	CALC	ROLL	Override ▶	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Cumulative Change	
					1.68%										FY 2021	FY 2026
<b>Bulk Wastewater O&amp;M Rate Increases</b>				0.00%	1.68%	3.16%	2.72%	2.65%	2.69%	1.96%	2.83%	2.86%	2.85%	2.86%	13.57%	29.58%
<i>Last Plan</i>				-2.64%	5.17%	2.56%	2.82%	2.83%	2.74%	3.05%	2.84%	3.06%	3.01%	0.00%	11.04%	28.35%
<b>Estimated Annual TRUEUP (000)</b>				-\$1,181	-\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>O&amp;M Rate</b>				\$1.731	\$1.760	\$1.816	\$1.865	\$1.914	\$1.966	\$2.004	\$2.061	\$2.120	\$2.180	\$2.243		
<b>O&amp;M Rate \$/1000 Gals.</b>				\$1.731	\$1.760	\$1.816	\$1.865	\$1.914	\$1.966	\$2.004	\$2.061	\$2.120	\$2.180	\$2.243	<i>MGD Taken</i>	1.0
<b>Cumulative Rate Increase</b>					1.68%	4.89%	7.74%	10.60%	13.57%	15.80%	19.08%	22.48%	25.97%	29.58%	<i>Check</i>	\$ -





**AGENDA DATE:** October 18, 2016 – Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 53-2016 - establish the rates, fees and charges for the Water System

**SUMMARY:**

The Resolution establishes the rates and charges for the City water utility, which, according to the 2017 rate sufficiency analysis, recommends that the City increase water rates 2.75% in Fiscal Year (FY) 2017.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth contracts with Burton & Associates on an ongoing basis to provide a yearly Revenue Sufficiency Analysis. This analysis provides a multi-year projection of the sufficiency of revenues for the Water Utility to meet current and projected financial requirements and determine the level of revenue increases necessary in each year to provide adequate revenues to fund all identified cost requirements.

The results of the current FY 2017 rate sufficiency analysis have shown that a rate increase projected in previous years and reconfirmed this year is necessary. The needed capital improvement projects for water production, water transmission lines and replacement of 2” steel water lines, which are included in the long range capital improvement plan require additional revenues, which cannot be fully offset by operational improvements. These capital improvements require a rate increase of 2.75% for FY2016, which is lower than the projected increase shown in previous rate analysis by 0.75% because of the low interest State Revolving Fund loan that the 2” steel water line replacement project was awarded.

Future costs for the Water Utility will be to a large extent driven by expenditures related to the long term capital improvements required in the water transmission and distribution piping within the City. The projected rates include additional loans from the State Revolving Fund Loan Program for replacement of the 2 inch steel water pipes over the remaining five year program. These loans have lower interest rates than commercial revenue bonds, which allows the projected rate increase to be lower.

Continued conservation efforts including water conservation education materials and the City’s block rate structure will assure that the City remains a leader in water conservation efforts.

**MOTION:**

I move to approve/disapprove Resolution No. 53-2016 establishing the Fiscal Year 2017 rates and charges for the City water utility.

**ATTACHMENT(S):**

Resolution  
Presentation

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RESOLUTION NO. 53-2016 OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR WATER SYSTEM RATES AND CHARGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Commission finds the rates established herein are fair and equitable and serve a valid public purpose.

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

Section 1: For the purpose of this Resolution, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

"Shall" is always mandatory and not merely directory,

"Phase I water shortage", "Phase II water shortage", "Phase III water shortage", and "Phase IV water shortage", shall refer to the phases of water shortage that may be declared by the South Florida Water Management District pursuant to the Florida Administrative Code Chapter 40E-21.

"ERU" shall stand for "Equivalent Residential Unit" and shall mean the average amount of potable water used by a residential facility in terms of the reserved capacity needed to serve that facility. One (1) ERU is, by definition, equal to one (1) single family residence, equal to each residential unit in a multi-family complex, or as calculated in accordance with Chapter 18, Article VI, Code of Ordinances of the City of Lake Worth. As such for purposes herein, an "equivalent residential unit" (ERU) shall be defined as a customer with a 5/8" x 3/4" meter. Customers with larger meter sizes shall be converted to a number of ERUs based upon meter size as follows:

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Meter Size	# of ERUs
5/8 x 3/4"	1
1"	2.5
1 1/2"	5
2"	10
3"	20
4"	40
6"	80

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Section 2: The following schedules shall be the rate charged by the City of Lake Worth for all water sold by the City of Lake Worth for all purposes, to wit:

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**GENERAL SERVICE – SCHEDULE NO. 1**

Designation: General Service

Applicable: For commercial, industrial, and governmental use within the territory served by the Water Distribution System of the City of Lake Worth, as available and at the option of the City.

Monthly Rates: **Customer Charge**, effective as of the dates listed:

Effective Date:	10/1/2016	
Charge:	\$ 4.84	

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A fixed charge based on the cost of preparing and delivering a bill which will be applied to each water account receiving a bill.

**Base Facility Charge**, effective as of the dates listed:

Effective Date:	10/1/2016	
5/8 X 3/4" Meter	\$ 14.43	
1" Meter	\$ 36.08	
1-1/2" Meter	\$ 72.13	
2" Meter	\$ 115.42	
3" Meter	\$ 230.84	
4" Meter	\$ 360.67	
6" Meter	\$ 721.35	

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A fixed charge designed to recover a portion of the fixed costs of the water system shall be applied to each meter based upon the size of the meter.

**Volume Charge:** Rates for each hundred gallons of metered water consumption effective as of the dates listed:

Effective Date:	10/1/2016	
Block 1	\$ .310	
Block 2	\$ .478	
Block 3	\$ .647	
Block 4	\$ 1.133	
Block 5	\$ 1.422	

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The amount of water consumption in each block subject to the rates in the table above is based upon meter size and is as follows (in gallons):

Meter Size	Block 1		Block 2		Block 3		Block 4		Block 5	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
5/8" X 3/4"	1	4,000	4,001	8,000	8,001	12,000	12,001	20,000	20,001	•
1"	1	10,000	10,001	20,000	20,001	30,000	30,001	50,000	50,001	•
1-1/2"	1	20,000	20,001	40,000	40,001	60,000	60,001	100,000	100,001	•
2"	1	32,000	32,001	64,000	64,001	96,000	96,001	160,000	160,001	•
3"	1	64,000	64,001	128,000	128,001	192,000	192,001	320,000	320,001	•
4"	1	100,000	100,001	200,000	200,001	300,000	300,001	500,000	500,001	•
6"	1	200,000	200,001	400,000	400,001	600,000	600,001	1,000,000	1,000,001	•

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88 Meter Deposit: Reference City of Lake Worth Resolution No. 18-2008 or latest  
89 revision thereof.

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92 RESIDENTIAL – SCHEDULE NO. 2

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94 Designation: Residential

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Applicable: For individually metered single-family customers, master-metered single-family residential units, individually metered multi-family customers, master-metered multi-family residential units, cottages, apartments, trailers or mobile home parks use within the territory served by the Water Distribution System of the City of Lake Worth, as available and at the option of the City.

Monthly Rates: **Customer Charge**, effective as of the dates listed:

Effective Date:	10/1/2016	
Charge:	\$ 4.84	

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A fixed charge based on the cost of preparing and delivering a bill which will be applied to each water account receiving a bill.

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**Base Facility Charge**, effective as of the dates listed:

Effective Date:	10/1/2016	
Charge:	\$ 14.43	

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A fixed charge designed to recover a portion of the fixed costs of the water system shall be applied to each ERU served, as defined above.

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**Volume Charge:** Rates for each hundred gallons of metered water consumption effective as of the dates listed:

Effective Date:	10/1/2016	
Block 1	\$ .310	
Block 2	\$ .478	
Block 3	\$ .647	
Block 4	\$ 1.133	

Block 5	\$ 1.422	
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The amount of water consumption in each block subject to the rates in the table above is for each ERU served per month, as defined above, and is as follows (in gallons):

Water Use Per ERU Per Month	Single-Unit Accounts		Multi-Unit Accounts	
	Minimum	Maximum	Minimum	Maximum
Block 1	1	4,000	1	2,000
Block 2	4,001	8,000	2,001	4,000
Block 3	8,001	12,000	4,001	6,000
Block 4	12,001	20,000	6,001	10,000
Block 5	20,001	•	10,001	•

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Meter Deposit: Reference City of Lake Worth Resolution No. 48-2005 or latest revision thereof.

**UNMETERED FIRE LINE – SCHEDULE NO. 3**

Designation: Fire Service

Applicable: All buildings requiring this service.

**Monthly Rate:** Rates effective as of dates listed:

Effective Date:	10/1/2016	
2" Connection	\$ 27.64	
4" Connection	\$ 71.40	
6" Connection	\$ 142.89	
8" Connection	\$ 231.97	
10" Connection	\$ 356.77	
12" Connection	\$ 606.64	

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TEMPORARY HYDRANT METER Charge effective as of dates listed:

10/1/2016

**Meter Deposit:** \$525.00  
**Activation Fee:** \$35.00  
**Application Fee:** \$17.00  
**Fee to move a hydrant meter:** \$30.00  
  
**Minimum Charge per month:** \$214.06

IRRIGATION SERVICE – SCHEDULE NO. 4

Designation: Irrigation Service

Applicable: For any customer with a second meter for irrigation use within the territory served by the Water Distribution System of the City of Lake Worth, as available and at the option of the City.

Monthly Rates: **Customer Charge**, effective as of the dates listed:

Effective Date:	10/1/2016	
Charge:	\$ 4.84	

A fixed charge based on the cost of preparing and delivering a bill which will be applied to each water account receiving a bill.

**Base Facility Charge**, effective as of the dates listed:

Effective Date:	10/1/2016	
5/8 X 3/4" Meter	\$ 14.43	
1" Meter	\$ 36.08	
1-1/2" Meter	\$ 72.13	
2" Meter	\$ 115.42	
3" Meter	\$ 230.84	
4" Meter	\$ 360.67	
6" Meter	\$ 721.35	

A fixed charge designed to recover a portion of the fixed costs of the water system shall be applied to each meter based upon the size of the meter.

**Volume Charge:** Rates for each hundred gallons of metered water consumption effective as of the dates listed:

Effective Date:	10/1/2016	
Block 1	\$ .647	
Block 2	\$ 1.133	
Block 3	\$ 1.422	

The amount of water consumption in each block subject to the rates in the table above is based upon meter size and is as follows (in gallons):

<u>Meter Size</u>	Block 1		Block 2		Block 3	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
5/8" X 3/4"	1	10,000	10,001	20,000	20,001	•
1"	1	25,000	25,001	50,000	50,001	•
1-1/2"	1	50,000	50,001	100,000	100,001	•
2"	1	80,000	80,001	160,000	160,001	•
3"	1	160,000	160,001	320,000	320,001	•
4"	1	250,000	250,001	500,000	500,001 1,000,00	•
6"	1	500,000	500,001	1,000,000	1	•

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Meter Deposit: Reference City of Lake Worth Resolution No. 18-2008 or latest revision thereof.

**Section 3:** The following schedule shall be the rates charged and the regulation imposed for the making of taps or connections to the water system and turn-on and service charges of the City of Lake Worth.

**TAPPING CHARGES:** Shall be paid in advance for service. The City reserves the right to limit the size of meter connections, dependent upon the size of the main and water pressures, to prevent substantial decrease and rate of flow to the detriment of other customers served by the same main. When a change in meter size is requested, it shall be considered as a new service and no credit given for old service.

Charges effective October 1, 2016:

	Meter set only	Tap and meter set
5/8" x 3/4" Meter	<u>\$241.50</u>	<u>\$1,360.00</u>
1" Meter	<u>\$336.00</u>	<u>\$1,486.00</u>
1-1/2" Meter	<u>\$546.00</u>	<u>\$2,226.00</u>
2" Meter	<u>\$788.00</u>	<u>\$2,473.00</u>

3" & Larger Meter  
Actual Cost as  
determined by the  
City

Tapping Charges for Unmetered Fire Lines will be the actual cost of the installation as determined by the Lake Worth Water Utilities.

215 SERVICE CHARGES:

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217 Turn on: Service Charges for "turn-ons" or establishing or  
218 reopening an account will be in accordance with Resolution No.  
219 18-2008 or latest revision thereof.

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221 Meter Charge: The Lake Worth Water Utilities will repair or  
222 replace a faulty meter at no charge to the customer. If after a  
223 satisfactory special read or meter check, a customer wishes to  
224 have a meter replaced, a charge equal to the tapping charges  
225 shown in Section 3A will be made for this service.

226  
227 METER DOWN-SIZING

228  
229 The actual cost as determined by the City.

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232 UNMETERED FIRE LINE INSPECTION CHARGES

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234 A \$210.00 inspection charge shall be paid prior to the  
235 installation of an unmetered fire line.

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237 Section 4: It is the City's intention to maintain Phase I (3 days per week)  
238 water restrictions within the City's service area. However, In the event  
239 that a Phase III or IV mandatory water restriction is declared by the  
240 South Florida Water Management District or other authority having  
241 jurisdiction upon the City to reduce water production, the Volume Charge  
242 listed in Section 2 above will be adjusted upwards by fifteen percent  
243 (15%). The application of the water restriction surcharge is to maintain  
244 net revenue margins of the utility system, which may be eroded due to  
245 reduced sales resulting from the imposed water restrictions, to meet debt  
246 service covenants on any outstanding indebtedness allocable to utility  
247 system and to promote water conservation. The water consumption  
248 rates will be adjusted and will be applicable to all water use above the  
249 first consumption block usage range as referenced in Section 1 –  
250 General Service – Schedule No. 1 for the commercial, industrial and  
251 governmental use and Section 2 – Residential – Schedule No. 2 for  
252 individually metered single-family and multiple-family residential, as well  
253 as master metered multiple-family residential use.

254  
255 The water restriction surcharge will not be applied to the base facility  
256 charge, unmetered fire line charge or the wastewater rates for service.  
257 The water restriction surcharge shall be applied by the City beginning  
258 with the first billing cycle following the declared mandatory Phase IV  
259 water restrictions as imposed by the South Florida Water Management  
260 District or other authority having jurisdiction. The mandatory water  
261 restriction surcharge shall be discontinued by the City beginning at the

262 first billing cycle following the removal or lifting of the Phase IV water  
263 restrictions by the South Florida Water Management District or other  
264 authority having jurisdiction.  
265

266 Section 5: Average Billing Calculation: The average billing process will  
267 establish a monthly bill which will be based on the average water bill for  
268 the preceding 12 calendar months. If the residence or apartment has  
269 been occupied for the last 12 months and the customer can qualify as an  
270 existing customer, the previous tenant's or owner's bill may be used to  
271 estimate the average monthly billing.  
272

273 The average billing calculation will be reviewed and adjustments made to  
274 correct for changes in rates, usage, or other factors to be implemented  
275 on the bills issued during June and December of each year.  
276

277 Section 6: With respect to any premises or users situated outside the  
278 corporate limits of the City of Lake Worth, which premises or users now  
279 or hereafter have active connections with the water system of the City,  
280 there shall be charged a rate equal to the charges established for service  
281 to residents of the City, plus a surcharge equal to twenty-five percent  
282 (25%) of such charge. The foregoing surcharge shall not apply to users  
283 with whom the City has now or shall hereafter contract for services at  
284 charges established in such contracts unless the contract provides for  
285 surcharge.  
286

287 Section 7: If any provision of this Resolution, or the application thereof  
288 any person or circumstance is held invalid, the invalidity shall not affect  
289 other provisions or applications of the Resolution, which can be given  
290 effect without the invalid provision or applications, and to this end the  
291 provisions of this Resolution are declared severable.  
292

293 Section 8: All resolutions or parts of resolutions in conflict herewith are  
294 hereby repealed.  
295

296 Section 9: This Resolution shall be in effect for billings issued on or  
297 after the 1st day of November 2016.  
298

299 The passage of this Resolution was moved by Commissioner  
300 \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon being put to a  
301 vote, the vote was as follows:  
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303  
304 Mayor Pam Triolo  
305 Vice Mayor Scott Maxwell  
306 Commissioner Christopher McVoy  
307 Commissioner Andy Amoroso  
308 Commissioner Ryan Maier  
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The Mayor thereupon declared this Resolution duly passed and adopted this 18th day of October, 2016.

LAKE WORTH CITY COMMISSION

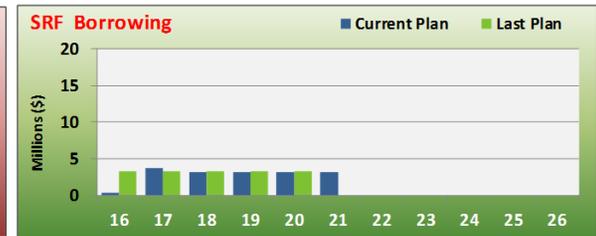
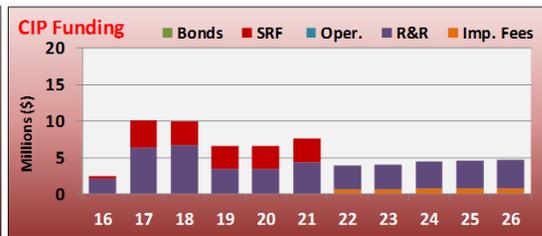
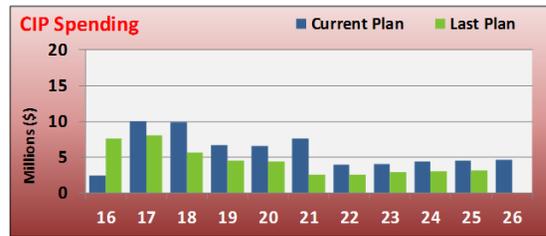
By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

By: \_\_\_\_\_  
Pamela J. Lopez, City Clerk

**WATER FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS) SUMMARY**

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Cumulative Change	
<b>Water Rate Increases</b>	0.00%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	FY 2021	FY 2026
<i>Last Plan</i>	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	0.00%	17.06%	35.84%
<b>Debt Coverage</b>	2.67	2.66	2.95	3.20	3.45	3.67	3.91	4.12	4.34	4.57	4.82	PS FY17 ▶	100.0%
<i>Last Plan</i>	2.29	2.49	2.63	2.75	2.88	3.01	3.14	3.27	3.41	3.55	OMF FY17 ▶	100.0%	
<b>SRF Coverage</b>	7.23	6.94	6.30	5.90	5.59	5.30	5.12	5.53	5.95	6.40	6.86	Elasticity	10.0%
<i>Last Plan</i>	5.34	4.91	4.40	3.99	3.72	3.54	3.78	4.04	4.31	4.59			
<b>Residential Avg Bill (5000 gals.)</b>	\$35.48	36.45	37.47	38.51	39.57	40.64	41.78	42.94	44.11	45.31	46.57	Exp. Projects In?	No
<i>Last Plan</i>	\$35.48	36.74	37.82	38.97	40.14	41.34	42.60	43.89	45.20	46.58	0.00	Check	\$ -





**AGENDA DATE:** October 18, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Change Order No. 1 with Everglades Contracting LLC for the 11th Avenue South and South F Street Watermain project

**SUMMARY:**

The Change Order provides for a \$60,021.62 decrease in the contracting cost due to a work directive change.

**BACKGROUND AND JUSTIFICATION:**

The 11<sup>th</sup> Avenue South and South F Street Watermain project was constructed by Everglades Contracting LLC with a contingency budget of \$75,000 for unforeseen conditions. The City issued a Work Directive Change to tie-in the new 4-inch watermain stub outs included in this project at the alley crossings to the existing 2-inch watermains in each of the alleys, as well as to furnish asphalt millings along the unimproved right of way so that vehicles would not get stuck in the sugar sand that was existing. This Work Directive Change used only a portion of the contingency budget. Along with the remaining contingency budget, there were line items from the bid that were not required to be used or portions of the line items that were not required as determined during construction. As a result, the project came in under budget and this final change order serves to finalize the project cost. Attached to the Change Order is the Work Directive Changes 1 that outlines the field changes.

**MOTION:**

I motion to approve/disprove Change Order No. 1 with Everglades Contracting LLC for the 11<sup>th</sup> Avenue South and South F Street Watermain project for the decrease in price of \$60,021.62.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Change Order No. 1

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	-\$60,021.62	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	-\$60,021.62	0	\$0	\$0	\$0

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

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

Funds were allocated in the FY2016 Capital Improvement Plan budget into account 402-7034-533.63-60.

C. Department Fiscal Review:   BS  

Brian Shields –Director  
Jess Savidge– Finance  
Christy Goddeau – Legal  
Michael Bornstein – City Manager



# WATER UTILITIES DEPARTMENT

301 College Street · Lake Worth, Florida 33461 · Phone: 561-586-1710

## CHANGE ORDER

Project Number: \_\_\_\_\_ Contractor: Everglades Contracting, LLC.  
 Project Name: 11<sup>th</sup> Ave South and South F Street  
 Change Order Number: \_\_\_\_\_ #1  
 Change Order Effective Date: \_\_\_\_\_ Contractor Phone: 754-260-5386  
 Change Order Type: \_\_\_\_\_ Contractor Fax: \_\_\_\_\_

Existing Purchase Order Number: \_\_\_\_\_

### Description of Change:

Reconciliation Change Order to reduce Contract Value due to reduction of proposed work

Price of Original Contract: \$362,040.00  
 Current Price of Contract (including Change Orders): \$ 362,040.00  
 Price of Current Change Order: (\$60,021.62)  
 New Contract Price: \$302,018.38

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

Contract Time Change:  
 No Change     Extended     Decreased

Reviewed and Accepted by: Everglades Contracting LLC.  
(Contractor Name)

  
 Contractor Representative (Signature)

PRESIDENT  
 Title

9/30/16  
 Date

Reviewed and Recommended by:  10/4/16  
 Engineer of Record Date

Approved by: \_\_\_\_\_  
 Assistant Water Utilities Director Date

Approved by: \_\_\_\_\_  
 Water Utilities Director Date

*The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the OWNER prior to the effective date of this CHANGE ORDER.*



**WATER UTILITIES DEPARTMENT**

301 College Street · Lake Worth, Florida 33461 · Phone: 561-586-1710

Project Number: \_\_\_\_\_ Contractor: Everglades Contracting, Inc.  
Project Name: 11<sup>th</sup> Ave South and South F Street  
Change Order Number: #1

CITY OF LAKE WORTH, FLORIDA

By: \_\_\_\_\_  
Mayor Pam Triolo, Mayor

ATTEST

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

GJ Torcivia  
Glen J. Torcivia, City Attorney

CONTRACTOR:

[Corporate Seal]

By: John M. Abbott  
Print Name: JOHN M. ABBOTT  
Title: VICE PRESIDENT

STATE OF FLORIDA )  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of SEPTEMBER, 2016 by \_\_\_\_\_, as VICE PRESIDENT, of EVERGLADES CONTRACTING, a Florida corporation, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

  
Brittany A. Hertz  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF990493  
Expires 6/28/2020  
Brittany A. Hertz

Brittany A. Hertz  
Print Name: BRITTANY HERTZ  
My commission expires: 6/28/16



URS a Wholly-Owned  
Subsidiary of AECOM  
7800 Congress Avenue  
Suite 200  
Boca Raton, FL 33487-1350  
www.aecom.com

561 994 6500 tel  
561 994 9524 fax

October 4, 2016

Julie Parham, P.E.  
Utilities Engineer  
City of Lake Worth  
301 College Street  
Lake Worth, FL 33461

**SUBJECT: 11<sup>th</sup> Avenue South and South F Street Watermain  
Reconciliation change Order  
Everglades Contracting LLC**

Dear Ms. Parham:

Everglades Contracting LLC completed the work on 11<sup>th</sup> Avenue South and South F Street Watermain. Due to a reduction in proposed work, the Original Contract Amount was reduced as per attached Schedule of Value and work completed for the period ending September 20, 2016 and outlined below:

Original Contract Amount	\$ 362,040.00
Total Earned To Date	\$ 302,018.38
Retainage (0%)	\$ 0.00
Total Change Order To Date	\$ (60,021.62)
<u>New Contract Price</u>	<u>\$ 302,018.38</u>

URS has reviewed the Schedule of Value quantities and recommends the reduction in Contract Price to reconcile the final payment to Everglades Contracting LLC in accordance with the Contract requirements.

Respectfully,

**URS CORPORATION SOUTHERN**

Ana C. Valenca DeMelo, P.E., D.WRE  
Project Manager

Enclosures

PROJECT TITLE: 11TH AVENUE SOUTH AND SOUTH F STREET WATERMAIN  
CONTRACTOR: EVERGLADES CONTRACTING LLC  
FOR PERIOD ENDING: SEPTEMBER 20, 2016  
TO ACCOMPANY APPLICATION NO: 4

A ITEM NO.	B				C BID VALUE	D					E \$ AMOUNT COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE) 5%
	DESCRIPTION OF WORK	BID QUANTITY	UNITS	BID UNIT PRICE		PREVIOUS QUANTITY COMPLETED	QUANTITY COMPLETED THIS PERIOD	TOTAL QUANTITY COMPLETED	\$ TOTAL COMPLETED (D +E) FROM PREV. APP.							
	GENERAL REQUIREMENTS															
1	MOB (4% MAX)	1	LS	\$14,000.00	\$ 14,000.00	1		1.00	\$ 14,000.00	\$ -		\$ 14,000.00	100%	\$ -	\$ 420.00	
2	MOT (2% MAX)	1	LS	\$7,000.00	\$ 7,000.00	1		1.00	\$ 7,000.00	\$ -		\$ 7,000.00	100%	\$ -	\$ 210.00	
3	BONDS AND INSURANCE (3% MAX)	1	LS	\$10,000.00	\$ 10,000.00	1		1.00	\$ 10,000.00	\$ -		\$ 10,000.00	100%	\$ -	\$ 300.00	
4	CONTIGENCY (25% MAX)	1	LS	\$75,000.00	\$ 75,000.00	0.55212	0.0426	0.59	\$ 41,409.00	\$ 3,195.00		\$ 44,604.00	59%	\$ 30,396.00	\$ 1,338.12	
	TIE INS & ASPHALT MILLINGS (\$41,409.00)															
	DENSITIES & SAMPLE POINTS (\$3,195)															
5	PERMITS (PALM BEACH COUNTY CLEARANCES, PERMIT PROVIDED)	1	LS	\$1,500.00	\$ 1,500.00	1		1.00	\$ 1,500.00	\$ -		\$ 1,500.00	100%	\$ -	\$ 45.00	
6	AUDIO VIDEO	1	LS	\$2,500.00	\$ 2,500.00	1		1.00	\$ 2,500.00	\$ -		\$ 2,500.00	100%	\$ -	\$ 75.00	
7	NPDES AND DEWATERING PERMIT (1.5% MAX)	1	LS	\$1,800.00	\$ 1,800.00	1		1.00	\$ 1,800.00	\$ -		\$ 1,800.00	100%	\$ -	\$ 54.00	
8	RECORD DRAWINGS	1	LS	\$7,000.00	\$ 7,000.00	1		1.00	\$ 7,000.00	\$ -		\$ 7,000.00	100%	\$ -	\$ 210.00	
	WATER UTILITIES															
1	4" C-900	300	LF	\$19.00	\$ 5,700.00	280		280.00	\$ 5,320.00	\$ -		\$ 5,320.00	93%	\$ 380.00	\$ 159.60	
2	8" C-900	2,300	LF	\$20.60	\$ 47,380.00	2160		2,160.00	\$ 44,496.00	\$ -		\$ 44,496.00	94%	\$ 2,884.00	\$ 1,334.88	
3	4" DIP	50	LF	\$48.00	\$ 2,400.00	40		40.00	\$ 1,920.00	\$ -		\$ 1,920.00	80%	\$ 480.00	\$ 57.60	
4	6" DIP	130	LF	\$41.50	\$ 5,395.00	126		126.00	\$ 5,229.00	\$ -		\$ 5,229.00	97%	\$ 166.00	\$ 156.87	
5	8" DIP	300	LF	\$40.25	\$ 12,075.00	280		280.00	\$ 11,270.00	\$ -		\$ 11,270.00	93%	\$ 805.00	\$ 338.10	
6	DI FITTINGS	3.5	TN	\$8,950.00	\$ 31,325.00	3		3.00	\$ 26,850.00	\$ -		\$ 26,850.00	86%	\$ 4,475.00	\$ 805.50	
7	ARV W/ MANHOLE	2	EA	\$5,900.00	\$ 11,800.00	2		2.00	\$ 11,800.00	\$ -		\$ 11,800.00	100%	\$ -	\$ 354.00	
8	12 X 8 TAPPING SLEEVE & VALVE	1	EA	\$4,900.00	\$ 4,900.00	1		1.00	\$ 4,900.00	\$ -		\$ 4,900.00	100%	\$ -	\$ 147.00	
9	10 X 8 TAPPING SLEEVE & VALVE	1	EA	\$4,800.00	\$ 4,800.00	1		1.00	\$ 4,800.00	\$ -		\$ 4,800.00	100%	\$ -	\$ 144.00	
10	6 X 6 TAPPING SLEEVE & VALVE	1	EA	\$4,200.00	\$ 4,200.00	1		1.00	\$ 4,200.00	\$ -		\$ 4,200.00	100%	\$ -	\$ 126.00	
11	4" GATE VALVE	12	EA	\$800.00	\$ 9,600.00	12		12.00	\$ 9,600.00	\$ -		\$ 9,600.00	100%	\$ -	\$ 288.00	
12	6" GATE VALVE	1	EA	\$920.00	\$ 920.00				\$ -	\$ -		\$ -		\$ 920.00	\$ -	
13	8" GATE VALVE	17	EA	\$1,300.00	\$ 22,100.00	17		17.00	\$ 22,100.00	\$ -		\$ 22,100.00	100%	\$ -	\$ 663.00	
14	FIRE HYDRANT ASSEMBLIES	8	EA	\$3,450.00	\$ 27,600.00	8		8.00	\$ 27,600.00	\$ -		\$ 27,600.00	100%	\$ -	\$ 828.00	
15	SAMPLE POINTS	8	EA	\$330.00	\$ 2,640.00	8		8.00	\$ 2,640.00	\$ -		\$ 2,640.00	100%	\$ -	\$ 79.20	
16	SUPPORT EXISTING POLES DURING EXCAVATION	1	LS	\$1,750.00	\$ 1,750.00	1		1.00	\$ 1,750.00	\$ -		\$ 1,750.00	100%	\$ -	\$ 52.50	
17	REMOVAL OF TREES 4" & 8" BANANA ROADWAY CONSTRUCTION	17	EA	\$275.00	\$ 4,675.00	17		17.00	\$ 4,675.00	\$ -		\$ 4,675.00	100%	\$ -	\$ 140.25	
	ROADWAY DEMO AND REMOVAL OF EXISTING BASE															
18	ROADWAY DEMO AND REMOVAL OF EXISTING BASE	380	SY	\$2.50	\$ 950.00	380		380.00	\$ 950.00	\$ -		\$ 950.00	100%	\$ -	\$ 28.50	
19	3/4" OVERLAY	1,700	SY	\$6.50	\$ 11,050.00				\$ -	\$ -		\$ -		\$ 11,050.00	\$ -	
20	1-1/2" S-III ASPHALT (TRENCH RESTORATION)	400	SY	\$18.75	\$ 7,500.00	422.78		422.78	\$ 7,927.13	\$ -		\$ 7,927.13	106%	\$ (427.12)	\$ 237.81	
21	8" LIMEROCK BASE (TRENCH RESTORATION)	400	SY	\$13.75	\$ 5,500.00	395		395.00	\$ 5,431.25	\$ -		\$ 5,431.25	99%	\$ 68.75	\$ 162.94	
22	12" STABILIZED SUBGRADE (TRENCH RESTORATION)	400	SY	\$2.00	\$ 800.00	395		395.00	\$ 790.00	\$ -		\$ 790.00	99%	\$ 10.00	\$ 23.70	
23	3/4" MILLING	1,700	SY	\$3.50	\$ 5,950.00				\$ -	\$ -		\$ -		\$ 5,950.00	\$ -	
24	4" CONCRETE SIDEWALK REMOVE & REPLACE	30	SY	\$55.00	\$ 1,650.00	30		30.00	\$ 1,650.00	\$ -		\$ 1,650.00	100%	\$ -	\$ 49.50	
25	6" THICK DRIVEWAY AND APRON REMOVE & REPLACE	30	SY	\$60.00	\$ 1,800.00	21		21.00	\$ 1,260.00	\$ -		\$ 1,260.00	70%	\$ 540.00	\$ 37.80	
26	BAHIA (SEED AND MULCH PER ADD #1) PAVEMENT MARKINGS	1	LS	\$6,000.00	\$ 6,000.00	1		1.00	\$ -	\$ 6,000.00		\$ 6,000.00	100%	\$ -	\$ 180.00	
27	24" THERMO WHITE	15	LF	\$38.00	\$ 570.00		12	12.00	\$ -	\$ 456.00		\$ 456.00	80%	\$ 114.00	\$ 13.68	
28	6" THERMO YELLOW	25	LF	\$38.00	\$ 950.00				\$ -	\$ -		\$ -		\$ 950.00	\$ -	
29	RPMS	12	EA	\$5.00	\$ 60.00				\$ -	\$ -		\$ -		\$ 60.00	\$ -	
30	SIGNAGE REPLACEMENT	4	EA	\$300.00	\$ 1,200.00				\$ -	\$ -		\$ -		\$ 1,200.00	\$ -	
	TOTAL ORIGINAL CONTRACT															
					\$ 362,040.00				\$ 292,367.38	\$ 9,851.00		\$ 302,018.38		\$ 60,021.62	\$ 9,060.55	
	CHANGE ORDERS				\$ -				\$ -	\$ -		\$ -		\$ -	\$ -	
	TOTAL WORK TO DATE				\$ 362,040.00				\$ 292,367.38	\$ 9,851.00		\$ 302,018.38		\$ 60,021.62	\$ 9,060.55	



WATER UTILITIES DEPARTMENT

301 College Street  
Lake Worth, FL 33460  
561.586.1710

**WORK DIRECTIVE CHANGE**

Date of Issuance: \_\_\_\_\_  
WDC Number: 01  
P.O.: 173750  
Project Number: MP0601  
Project Name: 11<sup>th</sup> Avenue South & South F Street Watermain  
Contractor: Everglades Contracting LLC Contractor Phone: 954-203-3504  
Engineer: URS  
Owner (Name, Address): City of Lake Worth Water Utilities Dept.

You are directed to proceed promptly with the following Change(s):

**Purpose of the work:**

- 1) Connect proposed 4" DIP watermain stub-outs to existing 2" GS watermain including fittings, pipe and restoration for 18 locations along 11<sup>th</sup> Avenue South and 10<sup>th</sup> Avenue South.
- 2) Compaction of subgrade and furnishing, placing and compacting 4" asphalt millings in areas marked up on attached plansheets.

**Attachments:** Marked up plansheets showing asphalt milling areas, totaling 2,610 SY. Schedule of Values for period ending April 30, 2016 and Work Directive Change 1 from Everglades Contracting

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of Determining change in Contract Price:  
X Time & Materials  
Unit Price as Negotiated  
Cost Plus fixed Fee

Method of Determining change in Contract Time:  
X Contractor's Records  
Engineer's Records  
Other

Estimated Increase (decrease) in Contract Price: \$1,409.00  
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated Increase (decrease) in Contract Time: \_\_\_\_\_ Days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

Reviewed and Recommended by: [Signature] 4/29/16  
Engineer of Record Date  
Accepted by: Jessica Ahlath 5/3/16  
Contractor Date  
Authorized by: Julie Parham 5/4/16  
Water Utilities Engineer Date  
Authorized by: [Signature] 5/4/16  
Water Utilities Director Date

The CONTRACTOR and the OWNER agree that this WORK DIRECTIVE CHANGE represents the complete agreement of the parties with respect to these matters as of the date of this WORK DIRECTIVE CHANGE. By approving this WORK DIRECTIVE CHANGE, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this WORK DIRECTIVE CHANGE except those claims made in writing to the OWNER prior to the effective date of this WORK DIRECTIVE CHANGE.

April 29, 2016

AECOM / City of Lake Worth

Attn: Ana Demelo

Project: 11th Ave Couth and South F Street Watermain

Work Directive Change 1

	Quantity	Unit	Unit Cost	Total Cost
1 TIE 4" STUB OUTS INTO EXISTING 2" WATER MAIN	18	EA	\$ 1,300.00	\$ 23,400.00
2 FURNISH, SPREAD, & COMPACT 4" ASPHALT MILLINGS	2,610	SY	\$ 6.90	\$ 18,009.00
CONTINGENCY (25% Balance)				\$ 75,000.00
			<b>Total Cost:</b>	<b>\$ 41,409.00</b>
REMAINING CONTINGENCY BALANCE				\$ 33,591.00

Contractor Requests a Time Extension of 10 Work Days

Pricing based on: Emails dated April 26th, 2016 requesting quote for tie-in 4" WM stub outs to existing 2" and compacting subgrade, and furnishing, placing, and compacting 4" asphalt millings in areas as described.

Inclusions: Material, Labor, and Asphalt Millings.

Exclusions: Permits, Engineering, Handling of Contaminated Materials, or any other work not specifically mentioned above.

Everglades Contracting LLC





**AGENDA DATE:** October 18, 2016, Regular Meeting

**DEPARTMENT:** Leisure Services

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**EXECUTIVE BRIEF**

**TITLE:**

Contract with Impact Sport Surfaces for the purchase of gymnasium floor

**SUMMARY:**

The Contract provides for the purchase and installation of a gymnasium floor through the use of a National Joint Powers Alliance contract at a cost not to exceed \$74,800.

**BACKGROUND AND JUSTIFICATION:**

The City is in need of a vendor to provide athletic surfacing for the Norman J. Wimbley Gymnasium. Impact Sports Surface d/b/a Robbins Sport Floors/Florida, the distributor and installer for Robbin's Flooring, is an approved vendor of the National Joint Powers Alliance (NJPA), also of which the City is a member. Robbins, Inc., was awarded the National Joint Powers Alliance contract for athletic surfacing and all related equipment, products, supplies, installation and services related to athletic surfaces. Robbin's NJPA contract is effective until September 16, 2018, therefore allowing the City to take advantage of contract pricing. The City's Code of Ordinances, section 2-112(g), authorizes the City to participate in a cooperative purchasing agreement for procurement of goods and services.

**MOTION:**

I move to approve/deny a contract with Impact Sport Surfaces at a cost not to exceed \$74,800.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Contract

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	\$74,800	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	\$74,800	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:

LEISURE SERVICES		Wimbley Gym Floor				
Account Number (s)	Account Description	Project #	FY 2017 Budget	Available Balance	Agenda Expense	Balance
001-8062-572-62-00	Parks & Recreations/Buildings		110,550	110,550	(74,800)	35,750

C. Department Fiscal Review:

**AGREEMENT FOR THE PROCUREMENT OF ATHLETIC SURFACING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES**

This Agreement for the procurement of athletic surfacing with related equipment, products, supplies, installation and services (“Agreement” hereafter) is made as of the 20<sup>th</sup> day of October, 2016, by and between the **City of Lake Worth**, 7 North Dixie Highway, Lake Worth, Florida 33460, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the City, and **Impact Sport Surfaces, LLC d/b/a Robbins Sport Floors/Florida**, 1121 South Military Trail, #318, Deerfield Beach, Florida 33442, a State of Florida Limited Liability Company, hereinafter referred to as the Vendor.

**RECITALS**

WHEREAS, the City is in need of a vendor to provide athletic surfacing with related equipment, products, supplies, installation and services to the CITY; and,

WHEREAS, the National Joint Powers Alliance (NJPA), of which the CITY is a member, issued RFP #082114 for the procurement of Indoor-Outdoor Athletic Surfacing with Related Equipment, Products, Supplies, Installation and Services to Robbins, Inc. (collectively, the “NJPA RFP”); and,

WHEREAS, pursuant to the NJPA RFP, NJPA and Robbins, Inc. executed contract #082114-RBI with an effective date of September 16, 2014, which contract consists of the NJPA RFP, Robbins, Inc.’s response to the RFP and the “Acceptance and Award” (collectively, the “NJPA Agreement”) and the NJPA Agreement is valid until September 16, 2018; and,

WHEREAS, pursuant to the NJPA Agreement, the City may contract with Robbins, Inc. or one of its subcontractors and Vendor is a subcontractor of Robbins, Inc.; and,

WHEREAS, the City requested and the Vendor has executed this Agreement with the City for the procurement of athletic surfacing with related equipment, products, supplies, installation and services based on the terms and conditions of the NJPA Agreement; and,

WHEREAS, the City’s Code of Ordinances, section 2-112(g), authorizes the City to participate in a cooperative purchasing agreement for procurement.

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. NJPA Agreement. The NJPA Agreement, including the NJPA RFP and Robbins, Inc.’s response to the NJPA RFP are hereby expressly made a part of this Agreement as fully as if set forth at length herein. The City shall have all rights, obligations and remedies set forth therein.

3. Vendor's Proposal; Agreement term. In accordance with the terms and conditions in the NJPA Agreement, the Vendor shall supply and deliver athletic surfacing with related equipment, products, supplies, installation and services as requested by the City. The goods to be provided by the Vendor shall be available subsequent to the execution and approval of this Agreement by the City and Vendor in accordance with the terms and conditions set forth herein. The specific products, installation and pricing shall be as set forth in Vendor's proposal that is attached hereto as **Exhibit "A"** and incorporated herein by this reference.

This Agreement shall begin on the effective date and all goods and services shall be completed on or before December 23rd, 2016 unless otherwise agreed to in writing by the parties.

4. Purchase Orders; Timing of Deliveries. Pursuant to the terms of the NJPA Agreement, the City's ordering mechanism for all goods and services provided and performed under this Agreement shall be a City issued purchase order; however, any contractual terms and conditions stated in the City issued purchase order that conflict with this Agreement or the NJPA Agreement shall not apply. The terms and conditions of the NJPA Agreement and this Agreement (with exhibits) shall apply to each purchase order. The pricing in each purchase order shall be consistent with the pricing set forth in the NJPA Agreement. The City shall identify on the face of each purchase order that "This purchase order is pursuant to NJPA procurement contract #082114-RBI." Purchase orders shall be construed in accordance with, and governed by, the laws of the State of Florida. Each and every provision of law and clause required by law to be included in the purchase order shall be read and enforced as though it were included.

Vendor understands that time is of the essence with respect to Vendor's obligations, duties and responsibilities under this Agreement and each purchase order, and Vendor agrees to complete each of its deliveries/services at the time agreed to by the parties.

5. Contract Documents and Conflict of Terms and Conditions. This Agreement is comprised of the following documents which are incorporated herein by reference (the "Contract Documents"):

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. NJPA Agreement;
- D. Robbins Inc.'s response to the NJPA RFP; and
- E. NJPA RFP.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;

- B. This Agreement (including all exhibits);
- C. The NJPA Agreement;
- D. Robbins Inc.'s response to the NJPA RFP; and
- E. The NJPA RFP.

6. Compensation to Vendor. Payments by the CITY to the VENDOR under this Agreement shall not exceed the pricing stated in Robbins, Inc.'s response to the NJPA RFP nor the Vendor's Proposal attached as **Exhibit "A"**. Both parties waive consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

7. Miscellaneous Provisions.

- 7.1 The City and Vendor each binds itself and its successors and assigns to the other party hereto, its successors and assigns in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 7.2 Vendor shall maintain the insurance as required by the NJPA RFP.
- 7.3 Headings and References and Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.
- 7.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 7.5 Entire Agreement; Amendment; and Waiver: This Agreement (together with any Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.
- 7.6 Governing Law; Venue; Remedies; Waiver of Jury Trial: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at

law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. 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.

- 7.7 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.
- 7.8 Severability: If any one or more of the provisions of the Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 7.9 Effective date: The effective date of this Agreement is the date the Agreement is approved by the City Commission.
- 7.10 Public Records: The Vendor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if it is acting on behalf of the City as provided under section 119.011(2), specifically agrees to:
- A. Keep and maintain public records required by the City to perform the services under this Contract.
  - B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
  - D. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the services. If the Vendor transfers all public records to the City upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [DANDREA@LAKEWORTH.ORG](mailto:DANDREA@LAKEWORTH.ORG), OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH, FLORIDA 33460.

- 7.11 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 7.12 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the Vendor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Vendor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 7.13 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 7.14 The City is exempt from payment of Florida State Sales and Use Tax. The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the City, nor is the Vendor authorized to use the City's Tax Exemption Number in securing such materials.
- 7.15 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the goods and services hereunder for at least three (3) years after completion of this Agreement. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection and/or audit during normal business hours, at the Vendor's place of business. In no circumstances will the Vendor be required to disclose any confidential or proprietary information regarding its products or service costs.
- 7.16 In accordance with § 287.133, Fla. Stat., Vendor 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, sub-contractor, or Vendor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Fla. Stat., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Vendor will advise the CITY immediately if it becomes aware of any violation of this statute.
- 7.17 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination

8. Indemnification. Vendor agrees to indemnify, defend and hold the City, its Commissioners, officers, employees, agents and representatives harmless from and against any and all liability on account of any injuries, damages, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, as a result of any negligence, omission, or action on the part of Vendor or any officer, director, employee, agent, independent contractor, subcontractor and representative of Vendor which arises out of or is related to this Agreement. Nothing contained in this provision or in any other provision of this Agreement shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time.

9. Defaults; Termination of Agreement.

A. If the City Manager deems that the Vendor is in default for failure to supply the requested goods or services or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City Manager may give written notice to the Vendor specifying defaults to be remedied within fifteen (15) days.

If the Vendor does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the City Manager, the City may secure such services from another Vendor; or

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

B. Notwithstanding paragraph A, the City reserves the right and may elect to terminate this Agreement, without cause, upon thirty (30) days written notice. At such time, the Vendor would be compensated only for the goods and services purchased to the date of termination and any other amounts due and owing to Vendor at the time of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

IN WITNESS WHEREOF, the City and Vendor have caused this Agreement to be executed the day and year shown above.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

GJL FR

Glen J. Torcivia, Attorney

VENDOR: **IMPACT SPORT SURFACES, LLC  
D/B/A ROBBINS SPORT FLOORS/FLORIDA**

By: [Signature]

Print Name: Marisa Rumbaut

Title: LLC Manager

[Corporate Seal]

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 3rd day of OCTOBER, 2016 by MARISA RUMBOUT, as LLC MANAGER of Impact Sport Surfaces, LLC DBA Robbins Sport Floors/Florida, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

[Signature]  
Print Name: JUAN C RODRIGUEZ  
My commission expires: 2-28-2020

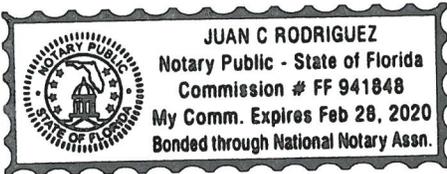


Exhibit "A"



September 7, 2016

Mr. Steve Haughn  
Facilities and Programs  
Lake Worth Recreation  
561-214-0685 - [shaughn@LakeWorth.org](mailto:shaughn@LakeWorth.org)

**PROJECT: Lake Worth Gymnasium Floor: NJPA Contract #082114-RBI pricing for member #100112**

**CONFIRMATION OF QUOTATION:** In accordance measurements provided for the jobsite, and as outlined below, we propose to furnish all necessary labor, equipment, and materials to do the following:

**Robbins Biocushion wood gym floor system (7,800 square feet)..... \$58,000.00**

Versa-shield Moisture mitigation barrier  
7/16" Robbins Bio-sport II shock pads  
2 layers 7/16" APA rated OSB sheathing  
MFMA 3rd Grade, 25/32" x 2-1/4" T&G maple  
Sand, Seal and three coats Oil Modified finish  
Game-lines & Graphics equal to existing design  
Perimeter vented cove base

**Ancillary Products and Services Provided by Robbins Dealer in Support of NJPA Contract:**

Demo and disposal of the existing floor..... \$3,285.00  
Material freight from Robbins to the site..... \$4,500.00  
ADA compliant transitions (ramps) at openings..... \$6,000.00

**Total contract amount for all scope inclusions =**

**\$71,785.00 (Seventy One Thousand Seven Hundred Eighty Five dollars 00/100)**

**Clarifications:**

All prices are subject to written acceptance within 30 days of date of this quotation.  
Terms: Net 30 days upon completion

**Note!** All pricing above involving manufacturer material purchases from Robbins DO NOT include sales tax with the understanding that those material purchases will be deducted from the contract sum and the owner will provide a purchase order to the manufacturer for those materials.

Submitted by: **Impact Sport Surfaces, LLC / Robbins Sport Floors - FL**

*Darin Aarnio*

**Impact Sport Surfaces, LLC dba Robbins Sport Floors Florida**  
1121 S. Military Trail #318, Deerfield Beach, FL. 33442  
Phone: 954.796.4567 / Fax: 954.719.3784  
[www.impactsurface.com](http://www.impactsurface.com)



**AGENDA DATE:** October 18, 2016

**DEPARTMENT:** Leisure Services

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**EXECUTIVE BRIEF**

**TITLE:**

Contract with Steve Ward and Associates for the purchase of gymnasium bleachers.

**SUMMARY:**

The Contract provides for the purchase and installation of the gymnasium bleachers through the use of a National Intergovernmental Purchasing Alliance contract at a cost not to exceed \$34,899.

**BACKGROUND AND JUSTIFICATION:**

The City is in need of a vendor to provide bleachers for the Norman J. Wimbley Gymnasium. Steve Ward and Associates is the distributor and installer for the gymnasium bleacher is part of the National Intergovernmental Purchasing Alliance (NIPA), also of which the City is a member. Steve Ward and Associates was awarded the National Intergovernmental Purchasing Alliance contract for gymnasium bleachers and all related equipment, products, supplies, installation and services related to bleachers. Steve Ward's NIPA contract is effective until March 4, 2017, therefore allowing the City to take advantage of contract pricing. The City's Code of Ordinances, section 2-112(g), authorizes the City to participate in a cooperative purchasing agreement for procurement of goods and services.

**MOTION:**

I move to approve/deny a contract with Steve Ward and Associates at a cost not to exceed \$34,899.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Contract

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	\$ 34,899	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	\$ 34,899	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:

<b>LESIURE SERVICES</b>		<b>Wimbley Gym Bleachers</b>				
Account Number (s)	Account Description	Project #	FY 2017 Budget	Available Balance	Agenda Expense	Balance
001-8062-572-62-00	Parks & Recreations/Buildings		\$ 110,550	\$ 35,750	\$ (34,899)	\$ 851

C. Department Fiscal Review: \_\_\_\_\_



**CONTRACT BID PROPOSAL**

**Revision: 00**

7330 Cockrill Bend Boulevard  
Nashville, Tennessee 37209  
T (615) 350-7310 F (615) 350-7311

Date: 9/16/2016  
Project: Lake Worth Recreation Center  
Arch Project #:  
Location: Lake Worth, FL.  
Delivery: December 2016  
Based on: Sketches by Boe Slocumb

**This is to confirm our price for the following:**

- Standard non-NIPA Pricing for Irwin Telescopic Bleachers

<b>Total price delivered and installed with tax:</b>	
One 75' Group, wall-attached, 5 seating rows, 120-volt electric operation, 14" rise, 24" spacing, (198) seats, two end curtains, three 48" wide aisles with rails, two sets of self-storing end rails, five 36" x 24"D permanent wheelchair spaces, field-notch around three columns, panelam decking	\$34,899
One 75' group per above plus two additional 25' groups, wall attached, two seating rows, fixed, (30) seats per group, end rails, one 48" wide aisle, 14" rise, 26" row spacing, end panels, field notch around one column	\$40,200

**We Include:**

1. Bleachers delivered and installed per above.
2. One production and one delivery.

**We Exclude:**

1. Final connection to the power source.
2. Removal of existing telescoping platform.
3. Payment and performance bond, which can be added at \$9.35 per 1000.

**Thank you for the opportunity to submit this proposal. We hope that you find it to be your best value.**

We have seen through addendum: 0

Salesman: Boe Slocumb  
Phone: (941) 776-3199

Terms are net 30 days. We reserve the right to withdraw this bid after 30 days.

This proposal is subject to the seller's conditions of sale to the extent set forth herein.

**AGREEMENT FOR THE PROCUREMENT OF TELESCOPIC BLEACHERS AND  
RELATED EQUIPMENT AND SERVICES**

This Agreement for the procurement of telescopic bleachers, related equipment and services ("Agreement" hereafter) is made as of the 19th day of October 2016, by and between the **City of Lake Worth**, 7 North Dixie Highway, Lake Worth, Florida 33460, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the City, and **Steve Ward & Associates, Inc.**, 7330 Cockrill Bend Blvd., Nashville, TN 37209, a company authorized to do business in the State of Florida, hereinafter referred to as the Vendor.

**RECITALS**

WHEREAS, the City is in need of a vendor to provide telescopic bleachers with related equipment, installation and services to the CITY; and,

WHEREAS, the Norfolk Public Schools, on behalf of itself and the National Intergovernmental Purchasing Alliance Company (NIPA), of which the CITY is a member, issued RFP-15006FL for the procurement of educational furniture, related equipment and services to Irwin Seating Company (Irwin) (collectively, the "NIPA RFP"); and,

WHEREAS, pursuant to the NIPA RFP, NIPA and Irwin executed contract #15006FL with an effective date of March 5, 2015, which contract includes the NIPA RFP and Irwin's Response to the RFP (collectively, the "NIPA Agreement"), and the NIPA Agreement is currently valid until March 4, 2017; and,

WHEREAS, the Vendor is a certified distributor and installer for Irwin products in the State of Florida and is authorized to supply the City telescopic bleachers and related equipment and services under the NIPA Agreement; and,

WHEREAS, the City's Code of Ordinances, section 2-112(g), authorizes the City to participate in a cooperative purchasing agreement for procurement; and,

WHEREAS, the City requested and the Vendor has executed this Agreement with the City for the procurement of telescopic bleachers with related equipment, installation and services based on the terms and conditions of the NIPA Agreement and the pricing contained in Irwin's response to the NIPA RFP.

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. NIPA Agreement. The NIPA Agreement (including the NIPA RFP and Irwin's Response to the RFP) is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The City shall have all rights, obligations and remedies set forth therein.

3. Vendor's Proposal; Agreement Term. In accordance with the terms and conditions in the NIPA Agreement, the Vendor shall supply and deliver telescopic bleachers with related equipment, installation and services as requested by the City. The goods and services to be provided by the Vendor shall be available subsequent to the execution and approval of this Agreement by the City and Vendor in accordance with the terms and conditions set forth herein. The products, installation and pricing shall be as set forth in Vendor's proposal that is attached hereto as **Exhibit "A"** and incorporated herein by this reference.

This Agreement shall begin on the effective date and all goods and services shall be completed on or before Dec. 31, 2016 unless otherwise agreed to in writing by both parties.

4. Purchase Orders; Timing of Deliveries. The City's ordering mechanism for goods and services provided and performed under this Agreement may be a City issued Purchase Order; however, any contractual terms and conditions stated in the City issued Purchase Order that conflict with this Agreement shall not apply. The terms and conditions of this Agreement shall apply to each Purchase Order. The pricing in each Purchase Order shall be consistent with the pricing set forth in Irwin's response to the RFP.

Vendor understands that time is of the essence with respect to Vendor's obligations, duties and responsibilities under this Agreement and each Purchase Order, and Vendor agrees to complete each of its deliveries/services at the time agreed to by the parties.

5. Contract Documents and Conflict of Terms and Conditions. This Agreement is comprised of the following documents which are incorporated herein by reference (the "Contract Documents"):

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. NIPA Agreement;
- D. Irwin's response to the NIPA RFP; and
- E. NIPA RFP.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. The NIPA Agreement;
- D. Irwin's response to the NIPA RFP; and

E. The NIPA RFP.

6. Compensation to Vendor. Payments by the CITY to the VENDOR under this Agreement shall not exceed the pricing stated in Irwin's response to the NIPA nor the Vendor's Proposal attached as **Exhibit "A"**. Both parties waive consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

7. Miscellaneous Provisions.

7.1 The City and Vendor each binds itself and its successors and assigns to the other party hereto, its successors and assigns in respect of all covenants, agreements and obligations contained in the Contract Documents.

7.2 Vendor shall maintain the insurance as required by the NIPA Agreement and as required by Florida law.

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

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

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

7.6 Governing Law; Venue; Remedies; Waiver of Jury Trial: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise

thereof. 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.

- 7.7 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.
- 7.8 Severability: If any one or more of the provisions of the Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 7.9 Effective date: The effective date of this Agreement is the date the Agreement is approved by the City Commission. The Agreement will terminate on the same termination date as listed in the NIPA renewal amendment, which is September 16, 2018, unless terminated earlier pursuant to the terms herein or in the Contract Documents.
- 7.10 Public Records: The Vendor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if it is acting on behalf of the City as provided under section 119.011(2), specifically agrees to:
- A. Keep and maintain public records required by the City to perform the services under this Contract.
  - B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
  - D. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the services. If the Vendor transfers all public records to the City upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [DANDREA@LAKEWORTH.ORG](mailto:DANDREA@LAKEWORTH.ORG), OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH, FLORIDA 33460.

- 7.11 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 7.12 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the Vendor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Vendor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 7.13 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 7.14 The City is exempt from payment of Florida State Sales and Use Tax. The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the City, nor is the Vendor authorized to use the City's Tax Exemption Number in securing such materials.

8. Indemnification. Vendor agrees to indemnify, defend and hold the City, its Commissioners, officers, employees, agents and representatives harmless from and against any and all liability on account of any injuries, damages, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, as a result of any negligence, omission, or action on the part of Vendor or any officer, director, employee, agent, independent contractor, subcontractor and representative of Vendor which arises out of or is related to this Agreement. Nothing contained in this provision or in any other provision of this Agreement shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time.

9. Defaults; Termination of Agreement.

A. If the City Manager deems that the Vendor is in default for failure to supply the requested goods or services or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City Manager may give written notice to the Vendor specifying defaults to be remedied within fifteen (15) days.

If the Vendor does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the City Manager, the City may secure such services from another Vendor; or

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

B. Notwithstanding paragraph A, the City reserves the right and may elect to terminate this Agreement, without cause, upon thirty (30) days written notice. At such time, the





**AGENDA DATE:** October 18, 2016, Regular Meeting

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Contract with Environmental Services, Inc. for Phase I of the Historic Preservation Survey update

**SUMMARY:**

The Contract authorizes \$35,644 for the survey update, in accordance with the Grant Agreement from the State of Florida, Division of Historical Resources.

**BACKGROUND AND JUSTIFICATION:**

The City was awarded a \$25,000 grant from the State of Florida to conduct a survey update of historical resources in the Old Town, South Palm Park, and Northeast Lucerne historic districts. The City is required to match the grant amount, with \$10,000 in cash and \$15,303 in-kind services. The City will also provide \$1,000 to Environmental Services, Inc. ("ESI"), for survey supplies. The City Commission approved acceptance of the funds and the Grant Agreement on August 2, 2016, under Resolution 37-2016. The City conducted a Request for Proposals (RFP) in accordance with the Grant Agreement, and ESI was selected as the consultant for the survey update.

**MOTION:**

I move to approve/deny a contract with Environmental Services, Inc. to perform Phase I of the Historical Resources Survey update.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Contract

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	51,303	0	0	0
External Revenues	0	25,000	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	15,303	0	0	0
Net Fiscal Impact	0	11,000	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Community Sustainability		Small Matching Grant Program		Historic Resources Survey	
Account Number	Account Description	FY 2017 Budget	Available Balance	Agenda Amount	Remaining Balance
001-2030-515.31-90	Professional Services	125,000	125,000	10,000	115,000
001-2030-515.31-90	Professional Services (For ESI Supplies)	125,000	115,000	1,000	114,000

C. Department Fiscal Review: \_\_\_\_\_

## CONTRACT FOR HISTORICAL RESOURCES SURVEY UPDATE, PHASE 1

This CONTRACT for Historical Resources Survey Update, Phase 1 entered into by and between the City of **Lake Worth, Florida**, hereinafter called the "CITY," and **Environmental Services, Inc.**, with an address of 7220 Financial Way, Suite 100, Jacksonville, FL 32256 hereinafter called "ESI"

WHEREAS, The City desires to engage ESI to provide a historical resources survey update, phase 1; and

WHEREAS, The City finds that the proposed terms of this Contract are acceptable; and,

WHEREAS, ESI desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SERVICES. ESI is hereby engaged by the CITY to perform a historical resources survey update in accordance with the requirements and terms and conditions of RFP 16-212, specifically including the grant requirements in the Agreement between the CITY and the State of Florida. RFP 16-212 as well ESI's proposal is hereby incorporated into this contract. In the event of a conflict the terms of this contract shall govern and thereafter RFP 16-212.
2. TERM OF SERVICES AND COMPENSATION.
  - a. This contract shall be for a term, beginning upon the execution of this contract by the CITY and terminating on June 30, 2017 unless earlier terminated in accordance with the terms and conditions of this contract. This contract may be extended in writing by the parties.
  - b. The CITY shall pay ESI a flat fee of **\$34,644.00** with the CITY contributing \$1000.00 to ESI for supplies.
  - c. Invoices – ESI shall invoice the CITY not more frequently than monthly for services that have been rendered in conformity with this contract. The CITY's representative shall review each invoice and then forward each invoice to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
3. INDEMNIFICATION. ESI shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ESI in the performance of services. Nothing contained in this contract shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or ESI, nor shall this contract be

construed a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat.

4. TERMINATION. This contract may be terminated by the CITY, with or without cause, upon fifteen (15) days written notice to the other party. Termination of this contract shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

5. NOTICE. All notices required in this contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Lake Worth  
Attn: City Manager  
7 N. Dixie Highway  
Lake Worth, FL 33460

and if sent to the ESI shall be mailed to:

Environmental Services, Inc.  
7220 Financial Way, Suite 100  
Jacksonville, FL 32256

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

6. ENTIRETY OF CONTRACTUAL AGREEMENT. The CITY and ESI agree that this contract, along with RFP 16-212 and ESI's proposal sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed and signed by the parties hereto.

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

8. WAIVER. Failure of a party to enforce or exercise any of its right(s) under this contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

9. LAW, VENUE AND REMEDIES. This contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other

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

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

11. PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, ESI represents and warrants that it has not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

12. PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, this contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Outside Counsel should review Palm Beach County ordinance number 2011-009 in order to be aware of their rights and/or obligations under such ordinance and as applicable.

13. PREPARATION OF CONTRACT. This contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

14. PUBLIC RECORDS. ESI shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Agreement and following completion of this Agreement if ESI does not transfer the records to the CITY.
- (d) Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of ESI or keep and maintain public records required by the CITY to perform the service. If ESI transfers all public records to the CITY upon completion of the Agreement, ESI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ESI keeps and maintains public records upon completion of the Agreement, ESI shall meet all applicable requirements for retaining public records. All

records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

**IF ESI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ESI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, dandrea@lakeworth.org, City of Lake Worth, Attn: Debbie Andrea, 7 N. Dixie Highway, Lake Worth, FL 33460.**

15. INSURANCE. ESI shall have insurance as required in the RFP and shall list the CITY as an additional insured.

IN WITNESS WHEREOF the parties hereto have made and executed this 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:

COJ FOR  
\_\_\_\_\_  
Glen J. Torcivia, City Attorney

**ENVIRONMENTAL SERVICES, INC.**

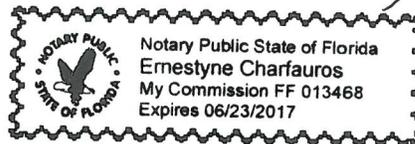
By: Brent M Handley

[Corporate Seal]

Print Name: Brent M. Handley

Title: VP & Senior Manager

STATE OF FLORIDA )  
COUNTY OF Duval )



The foregoing instrument was acknowledged before me this 29 day of September, 2016 by Brent Handley, as VP & Senior Manager (title), Environmental Services, Inc., and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public



Print Name: Ernestine Chafauros  
My commission expires: 06/23/2017



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2016

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 License # 0E67768 Insurance Office of America, Inc. 1 Sleiman Parkway Suite 130 Jacksonville, FL 32216	CONTACT NAME: PHONE (A/C, No, Ext): (904) 448-9777 E-MAIL ADDRESS: FAX (A/C, No): (904) 448-9788													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Homeland Insurance Company of New York</td> <td>34452</td> </tr> <tr> <td>INSURER B : American Guarantee &amp; Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>INSURER C : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Homeland Insurance Company of New York	34452	INSURER B : American Guarantee & Liability Insurance Company	26247	INSURER C : Zurich American Insurance Company	16535	INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED  Environmental Services, Inc 7220 Financial Way Suite # 100 Jacksonville, FL 32256														

## 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 <input checked="" type="checkbox"/> \$10K ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			793-00-08-49-0004	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 5912345-04	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			793-00-08-50-0004	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC 5912337-04	09/01/2016	09/01/2017	<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
A	Professional Liab			793-00-08-49-0004	09/01/2016	09/01/2017	\$100K Deductible 1,000,000

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 as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Lake Worth 7 North Dixie Hwy 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – FORM I

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

### SCHEDULE

**Name of Person or Organization:**

Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II – WHO IS AN INSURED is amended to include as an insured the person or organization shown in the SCHEDULE above, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (b) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations:
Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.	Any location or completed operation, but only to the scope of insurance agreed to by the Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for bodily injury, property damage or environmental damage caused, in whole or in part, by your work at the location designated and described in the SCHEDULE above performed for that additional insured and included in the products-completed operations hazard.

All other terms and conditions remain the same.



**AGENDA DATE:** October 18, 2016, Regular Meeting

**DEPARTMENT:** Public Services

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**EXECUTIVE BRIEF**

**TITLE:**

Purchase Order with Flagler Construction Equipment for a mini excavator for the Stormwater Division

**SUMMARY:**

The Purchase Order provides for the purchase of a Volvo ECR40D Mini Excavator through the Florida Sheriff's Cooperative Purchase Agreement at a cost not to exceed \$41,000.

**BACKGROUND AND JUSTIFICATION:**

The City's Stormwater Division is actively engaged in the repair and maintenance of underground stormwater piping and structures. The purchase of the mini excavator is necessary due to the following reasons:

- Compact machine used in tight corridors and outfalls
- Efficiency of crew in performing excavation work and repairs
- Safe size for towing and maneuvering around the City
- Proper equipment for the types of repairs performed by Staff
- Multi-purpose machine used for daily operations and emergency operations

**MOTION:**

I move to approve/deny a Purchase Order with Flagler Construction Equipment at a cost not to exceed \$41,000.

**ATTACHMENT(S):**

Fiscal Impact Analysis

ECR40D FSA Bid – City of Lake Worth

ECR40D FSA Contract 15-13-0904 Bid Award 2016

ECR40D Brochure

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	41,000	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	41,000	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	FY2017 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
408-5090-538-64-40	Machinery and Equipment / Misc. Equip	50,000	NA	50,000	41,000	9,000.00

C. Department Fiscal Review: \_\_\_\_\_



**Quote for a new Volvo ECR40-D Volvo Excavator**  
**To City Of Lake Worth**  
**Pricing from Florida Sheriff's Assoc. Bid Spec #40 Hydraulic Excavator**  
**Bid Award Announcement FSA16-VEH14.0**  
**Effective October 1, 2016 - September 30, 2017**

		<b>Bid Price</b>	FSA Bid
<b>Base unit Volvo ECR88-D</b>		<b>\$82,000</b>	32% discount
<b>Model Downgrade ECR40D</b>		<b>(\$44,000)</b>	from list
Standard FSA Base Price	ECR40-D Volvo ECR40-D Volvo Compact Excavator		
Standard FSA Base Price	CX11023 Standard Arm & Thumb Bracket	0.00	
Standard FSA Base Price	CX12001 Standard Dozer Blade	0.00	
Standard FSA Base Price	CX21004 12" rubber tracks	0.00	
Standard FSA Base Price	CX30006 Tier 4F Engine	0.00	
Standard FSA Base Price	CX31001 Auto Idling	0.00	
Standard FSA Base Price	CX32001 Dual stage air filter	0.00	
Standard FSA Base Price	CX40001 Canopy ROPS, FOPS & TOPS	0.00	
Standard FSA Base Price	CX41009 Seat, vinyl deluxe w/ 3" retractable seat belt	0.00	
Standard FSA Base Price	CX42006 Electronic Pattern Change+Travel Alarm	0.00	
Standard FSA Base Price	CX43010 Left Rear View Mirror	0.00	
Standard FSA Base Price	CX45001 Hour Meter	0.00	
Standard FSA Base Price	CX50002 Work Light on Boom	0.00	
Standard FSA Base Price	CX60001 Hydraulic oil ISO VG46 14 °F to 86 °F (-10 °C to 30 °C)	0.00	
Standard FSA Base Price	CX61006 X1 Double and Single Acting Hydraulics	0.00	
Standard FSA Base Price	CX65003 2X flat hyd couplings (2 for end, 2 attach. hoses loose)	0.00	
Standard FSA Base Price	CX70002 Manual, English	0.00	
Standard FSA Base Price	CX82001 Standard paint, Volvo colors	0.00	
Standard FSA Base Price	CX83002 US marking	0.00	
Standard FSA Base Price	CX90004 Standard pin on Bucket configuration	0.00	
Standard FSA Base Price	CX82001		
	<b>Sub Total FSA Contract Base Price</b>	<b>\$38,000</b>	
<b>Optional Contract Item</b>	CE8293214 <b>24" Bucket</b>	<b>\$1,055</b>	
<b>Optional Non Contract</b>	CX50004 <b>Rotating Beacon</b>	<b>\$195</b>	
<b>Total Florida Sheriff's Association Contract Price</b>		<b>\$39,250</b>	

Warranty Options; 36 months or 3000 hrs. Premier (Full) Warranty including Travel / Time / Mileage - ADD - \$1,600

**Note: Standard Volvo Warranty is a 12 month or 2500 hour Governmental Warranty**

Note: FSA Selling Price for additional options **NOT LISTED** is a 32% discount from the Manufacturers List Price

Quote Prepared by : John Amador - Government Sales - October, 1, 2016



**FLORIDA SHERIFFS ASSOCIATION  
& FLORIDA ASSOCIATION OF COUNTIES**

**HYDRAULIC MINI EXCAVATOR - 7,105 LB. OPERATING WEIGHT  
SPECIFICATION #37**

**2016 Volvo ECR 38**

The Volvo ECR 38 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	\$39,500.00	\$39,500.00	\$39,500.00

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

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

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

<b>VEHICLE:</b>	ECR 38			
<b>DEALER:</b>		Flagler Construction Equipment, LLC	Flagler Construction Equipment, LLC	Flagler Construction Equipment, LLC
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	-- No bid --	\$39,500.00	\$39,500.00	\$39,500.00

<b>Order Code</b>	<b>Delete Options</b>	<b>Western &amp; Southern</b>	<b>Northern &amp; Central</b>
Volvo ECR25D <sup>2</sup>	Optional equipment - specify <i>Downgrade Model: Volvo ECR25D Compact Excavator (Base Machine Only)</i> <sup>2</sup>		(\$4,000.00) <sup>2</sup>
Volvo EC20C <sup>2</sup>	Optional equipment - specify <i>Downgrade Model: Volvo EC20C Compact Excavator (Base Machine Only)</i> <sup>2</sup>		(\$11,000.00) <sup>2</sup>
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA

<b>Order Code</b>	<b>Add Options</b>	<b>Western &amp; Southern</b>	<b>Northern &amp; Central</b>
CX11839702 <sup>2</sup>	Optional equipment - specify <i>12" GP Trenching Bucket</i> <sup>2</sup>		\$475.00 <sup>2</sup>
CX11839669 <sup>2</sup>	Optional equipment - specify <i>18" GP Trenching Bucket</i> <sup>2</sup>		\$530.00 <sup>2</sup>
CX11839677 <sup>2</sup>	Optional equipment - specify <i>24" GP Trenching Bucket</i> <sup>2</sup>		\$585.00 <sup>2</sup>
CX11839679 <sup>2</sup>	Optional equipment - specify <i>30" GP Trenching Bucket</i> <sup>2</sup>		\$660.00 <sup>2</sup>
CX11839702 <sup>2</sup>	Optional equipment - specify <i>Mechanical Pin Grabber</i> <sup>2</sup>		\$570.00 <sup>2</sup>
CX11839573 <sup>2</sup>	Optional equipment - specify <i>Pin Kit, For Use with Mechanical Pin Grabber</i> <sup>2</sup>		\$70.00 <sup>2</sup>
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA

<b>VEHICLE:</b>	ECR 38			
<b>DEALER:</b>		Flagler Construction Equipment, LLC	Flagler Construction Equipment, LLC	Flagler Construction Equipment, LLC
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	-- No bid --	\$39,500.00	\$39,500.00	\$39,500.00

	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Temporary tag			NA
	Transfer existing registration (must provide tag number)			NA
	New state tag (specify state, county, city, sheriff, etc.)			NA
	Maintenance Plan – specify			NA
	Maintenance Plan – specify			NA
Warranty <sup>2</sup>	Warranty - specify <i>1 Year/2500 Hour Full Machine Warranty <sup>2</sup></i>			Std <sup>2</sup>
	Warranty - specify			NA
% Discount <sup>1</sup> 32% Discount <sup>2</sup>	Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount ONLY APPLIES to a downgrade or an upgrade to the model listed in this specification. It does not apply to a completely different make or model. (The discount is applied to the manufacturer's current published retail prices.) <i>32% Discount Off Volvo CE Current Published List Prices For Volvo Compact Excavator Options and Attachments Not Listed <sup>2</sup></i>		1	Std <sup>2</sup>



Volvo Construction Equipment

# ECR40D

Volvo Excavators 3.9 t / 8,550 lb 24.8 hp



# Short swing, big power

The ECR40D short swing radius machine is designed to work with power and precision in tight spaces, improving safety and performance in all applications. Featuring a comfortable cab, excellent hydraulics, easy-to-use controls and outstanding serviceability, you will achieve a lot with this small machine.

## Optimized efficiency

For lower costs, increased productivity and maximum uptime a number of efficient features combine on the ECR40D. ECO mode allows you to choose the right machine setting for the job at hand for impressive fuel efficiency. Robust design and quality digging equipment delivers durability and long term machine value. Auto idle and auto engine shut down reduce noise disturbance, fuel consumption, maintenance costs and slow down depreciation of your machine.



## Superior serviceability

The ECR40D is built to ensure servicing is safe, quick and easy, featuring easy service access with wide-opening hoods, centralized lubrication and ground-level greasing points. The patented multifunction transparent hydraulic filter and extended greasing intervals of 50 hours, enhance machine availability and uptime.



## Easy to use

The machine's state-of-the-art hydraulic system is perfectly matched to the Volvo engine delivering high performance, fast response times and smooth operation. The ergonomic, comfortable controls are easy to understand and make it simple to switch between operators. Responsive fingertip controls enhance ease of operation, reduce fatigue and improve fluency.

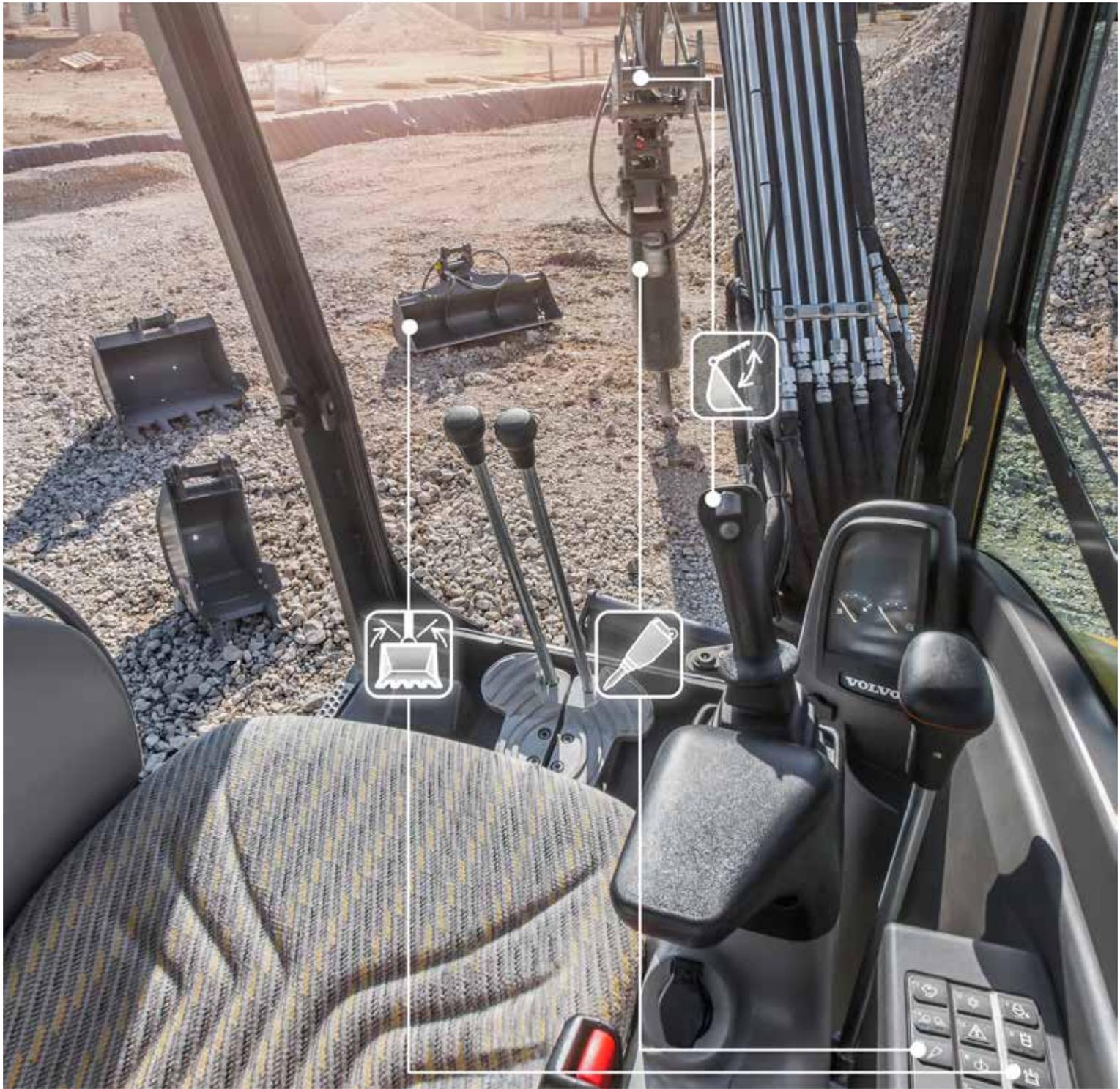


## Short swing radius

This compact excavator is designed and built to work in tight spaces and can be used on more jobsites while reducing risk of damage to the machine and its surroundings. Short swing radius design and boom cylinder position on the left make the ECR40D the number one choice for working in confined areas. Slew and offset movements are controlled simultaneously for easy and fast positioning of the machine.







# BUILT READY



Get the most out of your machine. The ECR40D is a perfect match with Volvo attachments allowing you to change hydraulic settings directly and easily from the keypad. For increased versatility and uptime, Volvo has a durable range of attachments so you can access more applications and effectively perform a variety of jobs.

# More than a machine

Tailored to your business and operations, choose from a wide range of Volvo attachments and Customer Solutions to improve your performance, productivity and versatility. Volvo offers a complete range of robust attachments for all working conditions and can offer a long-term partnership, protect your revenue and provide a full range of services using Genuine Volvo parts, delivered by passionate people.

## Quick Couplers

The mechanical and hydraulic universal quick coupler allow attachments to be changed quickly and efficiently. The hydraulic quick coupler's design allows it to be used for matched Volvo attachments as well as a broad range of offerings from different brands.



## Advanced attachment solutions

The machine is compatible with a range of hydraulic attachments, including thumb, breaker and tiltable ditching bucket for more advanced and specialist applications. Available from the factory or aftermarket, do not hesitate to contact your local Volvo dealer and benefit from leading expertise and advanced attachment solutions.



## Dealer support

For less downtime and expert care, Volvo proactively respond to your requirements faster and fully support your service and maintenance needs through its local workshops and on-site service vans. Your attentive Volvo dealer offers professional expertise and preventative maintenance solutions to keep you working and ensure more uptime.



## Genuine Volvo Parts

Our attention to detail is what makes us stand out and our leading parts availability ensures maximum uptime of your machine. For a long life, parts are extensively tested and approved because every part is vital for machine longevity and uptime.



# Short swing, big power

## Automatic travel speed

Automatic two speed travel allows the operator to continually drive the machine at high speed. Speed is automatically reduced when traction is needed.

## ECO mode

By simply pressing a button, the unique Volvo ECO mode reduces fuel consumption by up to 10%.

## BUILT READY



Volvo's durable attachments have been purpose-built to deliver maximum productivity and long service life in combination with Volvo machines.

## 50 hour greasing interval

The greasing interval is 50 hours – therefore there is no need to re-grease between jobs.

## In-track boom swing

The swing post and cylinder stay within the tracks when in an offset position, avoiding the risk of damage to your machine when working alongside obstacles.



### Automatic engine shutdown

This function automatically turns the engine off to reduce fuel consumption and cut engine operating hours when the machine is inactive for a pre-set amount of time.

## OPERATOR ENVIRONMENT



The industry-leading, spacious Volvo FOPS1 on top, TOPS and ROPS cab boasts all around visibility, ergonomically positioned controls and excellent vibration and noise insulation.



### Suspended seat and console

The multi-adjustable seat and console are mounted on the same suspension and therefore move together – providing excellent shock and vibration absorption.

### Patented hydraulic filter

Filtration occurs when the tank is filled or topped up and before the oil returns via the drain lines. The transparent bowl enables easy oil level and contamination checks.

### Service access

The side position of the engine together with two, wide-opening hoods ensures safe and easy access to all components and service check points from ground level.

### Short swing radius

Short front and rear radius ensures safe and easy operation within a confined space.

### Customer Solutions

Volvo provides the right solutions throughout the entire life cycle of your machine to lower total cost of ownership.

# ECR40D in detail

## Engine

Engine		Volvo D1.7A
Max. power at	r/min (r/s)	2,200 (36.7)
Gross	kW (hp)	18,5 (24.8)
	Gross power according to ISO 2534	
Max. torque	Nm (ft lbf)	97 (71.5)
at engine speed	r/min	1,600
No. of cylinders		3
Displacement	cm <sup>3</sup> (in <sup>3</sup> )	1,647 (100.5)
Bore	mm (in)	87 (3.4)
Stroke	mm (in)	92.4 (3.6)
Compression ratio		20.5

## Electrical System

Voltage	V	12
Battery	V	1 x 12
Battery capacity	Ah	74
Alternator	V/Ah	12/60

## Swing System

Max. slew speed	r/min	9
Max. slew torque	daNm (ft lbf)	710 (5,235)

## Undercarriage

Rubber track width	mm (in)	300 (11.8)
Steel track width	mm (in)	300 (11.8)
Bottom/top rollers per side		4/1
Track tension		by grease piston
Blade (width x height)	mm (in)	1,780 x 368 (70.1 x 14.5)

## Digging Performances

Standard bucket width (blade, W/O side cutter)	mm (in)	600 (23.6)
Standard bucket mass	kg (lb)	90 (198)
Standard bucket rated capacity	l (ft <sup>3</sup> )	114 (4)
Bucket rotation	°	199
Bucket breakout force (ISO)	daN (lbf)	3,289 (7,394)
Short arm tearout force (ISO)	daN (lbf)	2,371 (5,330)
With short arm	mm (ft in)	1,400 (47*)
Long arm tearout force (ISO)	daN (lbf)	2,060 (4,631)
With long arm	mm (ft in)	1,700 (57*)

## Weight and Ground Pressure

Operating weight according to ISO 6016	kg (lb)	3,880 (8,554)
Ground pressure (cab)	kPa (psi)	35.7 (5.2)
Ground pressure (canopy)	kPa (psi)	34.5 (6)
Transport weight	kg (lb)	3,805 (8,389)
With heated cab		
With direct-fit bucket		
With rubber tracks	mm (in)	300 (11.8)
With short arm	mm (in)	1,400 (55.1)
With fuel tank capacity	%	100
With thumb	+kg (+lb)	64 (141)
With canopy	-kg (-lb)	135 (298)
With extra counterweight	+kg (+lb)	80 (176)
With long arm and additional counterweight	+kg (+lb)	95 (210)
With steel tracks	+kg (+lb)	66 (146)

## Hydraulic System

Maximum system flow	l/min (gal/min)	103 (27.2)
Maximum flow for accessories	l/min (gal/min)	65 (17.2)
Maximum pressure for accessories	MPa (psi)	22 (3,191)
Maximum flow for 2nd accessory circuit (option)	l/min (gal/min)	23 (6.1)
Maximum operating pressure	MPa (psi)	24 (3,481)

## Travel system

Max. drawbar pull	daN (lbf)	3,100 (6,969)
Max. travel speed low	km/h (mi/h)	2.7 (1.7)
Max. travel speed high	km/h (mi/h)	4.5 (2.8)
Gradeability	°	20

## Service Refill

Fuel tank	l (gal)	64 (16.9)
Hydraulic system, total	l (gal)	62 (16.3)
Hydraulic tank	l (gal)	32 (8.5)
Engine oil	l (gal)	7 (1.8)
Engine coolant	l (gal)	7 (1.8)
Travel reduction unit	l (gal)	2 x 0.7 (2 x 0.185)

## Sound Level

Interior sound level according to ISO 6396	
LpA	dB(A)
	78
External sound level according to ISO 6395 and EU Noise Directive (2000/14/EC) and 474-1:2006 +A1:2009	
LwA	dB(A)
	93

## LIFTING CAPACITY ECR40D

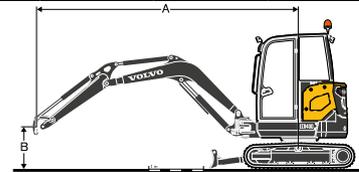
These capacities are given for a machine equipped with a cabin, 300mm (1'0") rubber tracks and without a bucket or quick-coupler.

The below values are in compliance with ISO standard 10567. They do not exceed 75% of the tipping load or 87% of the hydraulic limit with the machine on firm level ground.

Loads marked with an asterisk (\*) are limited by machine's hydraulic lifting capacity rather than tipping load.

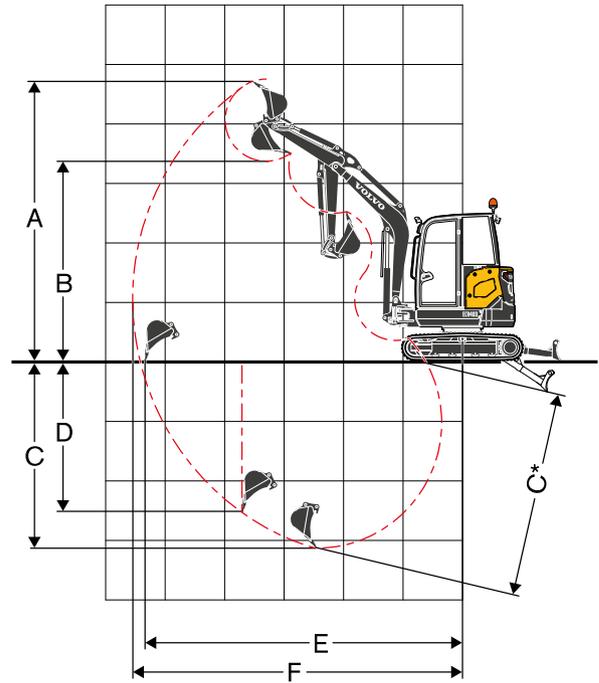
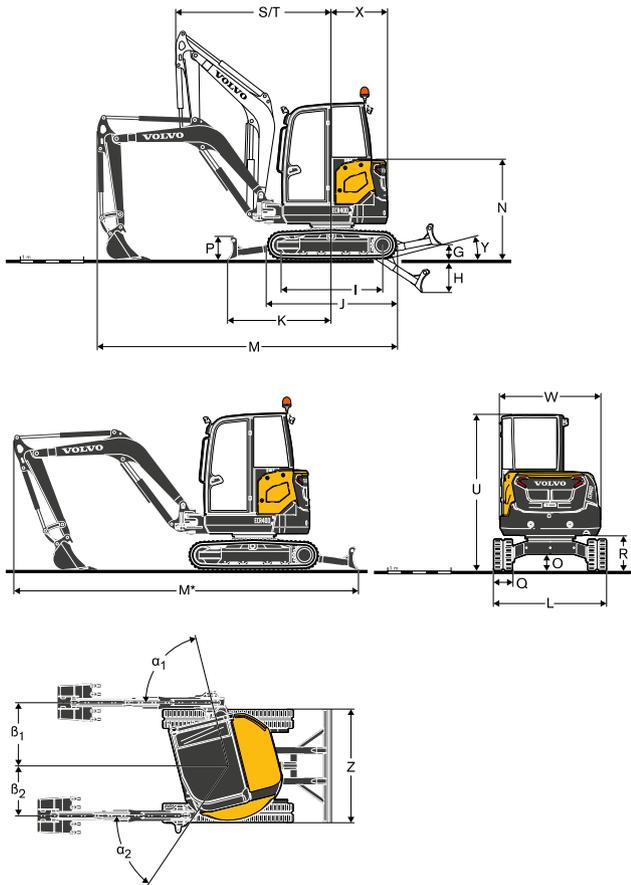
Caution: In accordance with standard EN 474-5, the machine must be equipped to carry out handling operations.

It is the operator's obligation to know and follow the applicable national and local safety regulations.



	Lifting point height (B) m	Lifting point radius (A)									
		2.0 m (6.5ft)		3.0 m (9.8 ft)		4.0 m (13.1 ft)		Max. reach		Max.	
											m
Arm: 1,400mm (4'7") + Dozer blade up	3 (9.8) kg (lb)					575 (1,268)	598 (1,318)	513 (1,131)	534 (1,177)	4.3 (14'1")	
	2 (6.5) kg (lb)			876 (1,931)	908 (2,002)	561 (1,237)	583 (1,285)	430 (948)	449 (990)	4.7 (15'5")	
	1 (3.3) kg (lb)			808 (1,781)	840 (1,852)	535 (1,179)	558 (1,230)	402 (886)	421 (928)	4.8 (15'9")	
	0 (0) kg (lb)			769 (1,695)	802 (1,768)	515 (1,135)	538 (1,186)	412 (908)	432 (952)	4.7 (15'5")	
Arm: 1,700mm (5'7") + Additional counterweight + Dozer blade up	-1 (-3.3) kg (lb)	1,461 (3,221)	1,516 (3,342)	764 (1,684)	797 (1,757)	511 (1,127)	534 (1,177)	475 (1,047)	496 (1,093)	4.2 (13'9")	
	-2 (-6.5) kg (lb)	1,501 (3,309)	1,556 (3,430)	787 (1,735)	819 (1,806)			698 (1,539)	727 (1,603)	3.3 (10'10")	
	3 (9.8) kg (lb)					614 (1,354)	*616 (1,358)	483 (1,065)	489 (1,078)	4.6 (15'1")	
	2 (6.5) kg (lb)					596 (1,314)	602 (1,327)	414 (913)	420 (926)	5.0 (16'5")	
Arm: 1,400mm (4'7") + Dozer blade down	1 (3.3) kg (lb)			859 (1,894)	865 (1,907)	566 (1,248)	572 (1,261)	390 (860)	395 (871)	5.1 (16'9")	
	0 (0) kg (lb)	*1,117 (2,463)	*1,117 (2,463)	806 (1,777)	812 (1,790)	540 (1,190)	547 (1,206)	397 (875)	403 (888)	5.0 (16'5")	
	-1 (-3.3) kg (lb)	1,499 (3,305)	1,499 (3,305)	791 (1,744)	799 (1,761)	530 (1,168)	537 (1,184)	446 (983)	452 (996)	4.6 (15'1")	
	-2 (-6.5) kg (lb)	1,535 (3,384)	1,535 (3,384)	806 (1,777)	813 (1,792)			598 (1,318)	604 (1,332)	3.7 (12'2")	
Arm: 1,700mm (5'7") + Additional counterweight + Dozer blade down	3 (9.8) kg (lb)					*738 (1,627)	598 (1,318)	*784 (1,728)	534 (1,177)	4.3 (14'1")	
	2 (6.5) kg (lb)			*955 (2,105)	908 (2,002)	*837 (1,845)	583 (1,285)	*835 (1,841)	449 (990)	4.7 (15'5")	
	1 (3.3) kg (lb)			*1,539 (3,393)	840 (1,852)	*1,036 (2,284)	558 (1,230)	*899 (1,982)	421 (928)	4.8 (15'9")	
	0 (0) kg (lb)			*1,880 (4,145)	802 (1,768)	*1,198 (2,641)	538 (1,186)	*980 (2,161)	432 (952)	4.7 (15'5")	
Arm: 1,400mm (4'7") + Dozer blade up	-1 (-3.3) kg (lb)	2,539 (5,598)	1,516 (3,342)	*1,880 (4,145)	797 (1,757)	*1,202 (2,650)	534 (1,177)	*1,086 (2,394)	496 (1,093)	4.2 (13'9")	
	-2 (-6.5) kg (lb)	2,751 (6,065)	1,556 (3,430)	*1,462 (3,223)	819 (1,806)			*1,237 (2,727)	727 (1,603)	3.3 (10'10")	
	3 (9.8) kg (lb)					*616 (1,358)	*616 (1,358)	*711 (1,567)	489 (1,078)	4.6 (15'1")	
	2 (6.5) kg (lb)					*735 (1,620)	602 (1,327)	*760 (1,676)	420 (926)	5.0 (16'5")	
Arm: 1,700mm (5'7") + Additional counterweight + Dozer blade down	1 (3.3) kg (lb)			*1,358 (2,994)	865 (1,907)	*953 (2,101)	572 (1,261)	*819 (1,806)	395 (871)	5.1 (16'9")	
	0 (0) kg (lb)	*1,117 (2,463)	*1,117 (2,463)	*1,796 (3,959)	812 (1,790)	*1,149 (2,533)	547 (1,206)	*892 (1,967)	403 (888)	5.0 (16'5")	
	-1 (-3.3) kg (lb)	*2,184 (4,815)	1,499 (3,305)	*1,898 (4,184)	799 (1,761)	*1,217 (2,683)	537 (1,184)	*989 (2,180)	452 (996)	4.6 (15'1")	
	-2 (-6.5) kg (lb)	*3,193 (7,039)	1,535 (3,384)	*1,650 (3,638)	813 (1,792)			*1,125 (2,480)	604 (1,332)	3.7 (12'2")	

# Specifications



## DIMENSIONS

Description	Unit	EC40D	
		1,400 (4'7")	1,700 (5'7")
<b>Arm</b>	<b>mm (ft in)</b>		
A Maximum cutting height	mm (ft in)	4,690 (15'5")	4,853 (15'11")
B Maximum dump height	mm (ft in)	3,347 (11'0")	3,514 (11'6")
C Digging depth	mm (ft in)	3,131 (10'3")	3,431 (11'3")
C* Maximum digging depth	mm (ft in)	3,428 (11'3")	3,722 (12'3")
D Maximum vertical wall digging depth	mm (ft in)	2,521 (8'3")	2,811 (9'3")
E Maximum digging reach at ground level	mm (ft in)	5,411 (17'9")	5,699 (18'8")
F Maximum digging reach	mm (ft in)	5,533 (18'2")	5,813 (19'1")
G Highest position dozer blade	mm (ft in)		370 (1'3")
H Lowest position dozer blade	mm (ft in)		525 (1'9")
I Tumbler length	mm (ft in)		1,604 (5'3")
J Track length	mm (ft in)		2,055 (6'9")
K Dozer blade, maximum reach at ground level	mm (ft in)		1,648 (5'5")
L Overall width with 300mm (1'0") rubber tracks	mm (ft in)		1,780 (5'10")
M Overall length	mm (ft in)	4,780 (15'8")	4,640 (15'3")
M* Transport length	mm (ft in)	5,650 (18'6")	5,580 (18'4")
N Overall height of engine hood	mm (ft in)		1,573 (5'2")
O Minimum ground clearance	mm (ft in)		285 (0'11")
P Dozer blade height	mm (ft in)		368 (1'2")
Q Shoe width (rubber)	mm (ft in)		300 (0'12")
R Ground clearance to superstructure	mm (ft in)	557 (1'10")	
S Front slew radius	mm (ft in)	2,459 (8'1")	2,474 (8'1")
T Front slew radius with maximum offset	mm (ft in)	1,923 (6'4")	1,936 (6'4")
U Overall height	mm (ft in)		2,481 (8'2")
W Overall width of superstructure	mm (ft in)		1,575 (5'2")
X Tail slew radius	mm (ft in)	1,035 (3'5")	1,035 (3'5")
X' Additional counterweight overhang	mm (ft in)	(incl.)	
Y Angle of approach	°		24
Z Dozer blade width	mm (ft in)		1,780 (5'10")
alpha 1 Maximum boom swing angle to the left	°		76 (0'3")
beta 1 Maximum boom offset to the right	mm (ft in)		995 (3'3")
alpha 2 Maximum boom swing angle to the right	°		56 (5'6")
beta 2 Maximum boom offset to the left	mm (ft in)		787 (2'7")

!: Option

# Equipment

## STANDARD EQUIPMENT

### Engine

- Low emission, direct injection, water-cooled, Volvo 4-cylinder diesel engine.
- Engine restart prevention system. Starter motor is protected against ignition when engine is already running.
- Dry-type single element air filter.
- Plastic fuel tank with drain plug.
- Protective strainer on the fuel suction pipe inside the tank
- Water separator.
- Translucent fuel filter.

### Electric/Electronic control system

- Maintenance free battery.
- IP67 protected electrical system and high quality connectors.
- Removable battery cut-off switch.
- In-cab 12V power socket.

### Hydraulic system

- Large hinged and key-locked access panel.
- Variable displacement, load-sensing piston pump.
- Closed centre flow-sharing main control valve.
- Cushioning on cylinders:
  - Boom up
  - Arm out
- Patented filtering and filling element.
- Single layer cooling system.
- Double-acting hydraulic circuit for accessories.
- Hammer / shear valve.
- Plastic tank with drain plug.

### Swing system

- Radial piston hydraulic motor with direct engagement on the ball internal crown wheel (no reduction gears).
- Integrated shockless valve.
- Automatic multi-disc slew brake.
- Centralized and remote lubrication of crown wheel & ball bearing.

### Drivetrain

- Axial piston hydraulic motors equipped with an epicyclic reduction gears.
- Automatic two speed travel
- Bottom flanged rollers lubricated for life.
- Grease tensioning wheel lubricated for life.

### Undercarriage and dozer blade

- "X" shape, box welded fabricated frame with sloping side members.
- 2 Tie-down points on the dozer blade.
- 2 Tie-down points on the frame.
- 2 Integrated lifting points.
- Sturdy removeable protecting covers for track motors and slew system.
- 400HB weld-on edge on dozer blade

### Digging Equipment

- Monobloc box welded boom.
- Boom cylinder rod protection.
- Integrated lifting point on the boom.
- Monobloc box welded arm.
- Long-life steel bushings.
- Hardened, pre-lubricated and corrosion resistant pins.
- 50 hours greasing intervals.

### Canopy

- FOPS level 1 on top (Falling Objects Protective Structure)
- TOPS (Tip-Over Protective Structure)
- ROPS (Roll-Over Protective Structure)
- Cushionned operator station
- Large and roomy uncluttered floor
- Left hand-rail access
- Seat-belt with warning indicator
- Right rear-view mirror

### Cab

- FOPS on top level 1 (Falling Object Protective Structure).
- TOPS (Tip-Over Protective Structure).
- ROPS (Roll-Over Protective Structure).
- Cushioned operator station.
- Large door access.
- Large and roomy uncluttered floor.
- Gas-strutt assisted front window opening.
- Full opening front bay with in-cab storage for the front lower window.
- Front windscreen wiper and washer nozzle.
- Right hand side sliding window.
- Heating systems.
- Multiple adjustable air vents.
- Filtered air inlet.
- Cab inside light.
- Seat-belt with warning indicator.
- Right rear-view mirror.

## STANDARD EQUIPMENT

- Two working lights on top front of the cab.

### Machine controls

- Finger tip control for boom offset.
- Finger tip control for auxiliary circuit.
- Breaker toggle switch on right joystick
- Automatic locking device for pilot controls and travel levers when the left console is raised.
- Engine starting safety device: the left console must be raised to operate the starter.
- Pressure accumulator to lower the equipment on the ground when the engine is switched off.
- High torque / automatic two speed change over button on the keypad.
- High speed toggle switch on the dozer blade lever.
- Large travel pedals.

### Instrumentation and monitoring

- Water temperature and fuel level gauges.
- Warning lights for hydraulic filter and air filter restriction.
- Self-acting emergency engine shutdown. Prevents failures in case of coolant overheating or too low engine oil pressure.
- Several warning lights, coupled to an audible signal, in the event of malfunction (overheating, drop in oil pressure, low battery voltage...)

### Official approval

- Machine conforming to European directive 2006/42/EC.
- Noise emissions in the environment conforming to directive 2000/14/EC.
- Hand Arm Vibrations - Whole Body Vibrations compliant with directive 2002/44/EC.
- Electromagnetic compatibility (EMC) conforming to European directive 2004/108/EC and its amendments.
- Object handling device conforming to EN 474-1 and EN 474-5 standards.
- FOPS on top level 1 conforming to ISO 10262 standard.
- TOPS conforming to ISO 12117 and EN 13531 standards.
- ROPS conforming to ISO 3471-1 and / SAE J1040 standards.

## EQUIPMENT

- = Standard
- = Option

	Basic	Standard
<b>Operator environment</b>		
Canopy	○	○
Cab with heater	○	○
Cab with heater and air conditioning		○
Vinyl or textile seat, with mechanical suspension, low-back seat and 2" seat belt	○	○
Vinyl or textile seat, height adjustable, with mechanical suspension, high back and 2" or 3" retractable seat belt	○	○
Storage box		•
Cab roof		○
ISO / SAE control pattern change (in-cab electric switch)	○	○
Travel alarm	○	○
Radio preparation (cab)	•	•
Radio, AUX, USB, Bluetooth		○
Anti-theft device	○	○
Digital hourmeter	•	•
Extra hour meter (mechanical, )	○	○
Cupholder.		○
<b>Machine exterior</b>		
Right rearview mirror	•	•
Left rearview mirror	○	○
Protected worklight on the boom	○	○
Rear worklight	○	○
Rotating beacon	○	○
Additional counterweight	○	○
Front canopy guard (OPG1)	○	○
Severe-duty guards for cab or canopy (OPG2, front & top)	○	○
Several level of paint customisation (RAL specifications) to match with your corporate identity	○	○
<b>Digging equipment</b>		
Short arm	○	○
Short arm + thumb bracket	○	○
Long arm + additional counterweight	○	○
Long arm + thumb bracket + additional counterweight	○	○

EQUIPMENT		
<ul style="list-style-type: none"> <li>● = Standard</li> <li>○ = Option</li> </ul>		
	Basic	Standard
<b>Undercarriage equipment</b>		
300mm (1'0") rubber tracks	○	○
300mm (1'0") steel tracks	○	○
Standard dozer blade	●	○
Hydraulic angle blade		○
<b>Hydraulic equipment</b>		
Proportional finger tip control for boom offset		●
On / Off finger tip control for boom offset	●	
Proportional finger tip control for accessories		●
On / off finger tip control for accessories	●	
Accessory flow adjustment with 3 function oriented button and user-defined settings.		●
Secondary relief valves for auxiliaries	●	●
Hydraulic drain for accessories		○
Breaker and clamshell auxiliaries		○
Second accessory circuit		○
Flat face hydraulic quick couplings	○	○
Single acting circuit for quick couplers	○	○
Double acting circuit for quick couplers	○	○
Boom & arm safety lifting valves with overload indicator	○	○
Boom, arm and dozer blade safety lifting valves with overload indicator	○	○
Float blade	●	●
Safety valve certification	○	○
Mineral hydraulic oil VG46	○	○
Bio hydraulic oil VG46 (PANOLIN®)	○	○
Mineral hydraulic oil VG68	○	○
Mineral hydraulic oil VG32	○	○
Bio hydraulic oil VG32 (PANOLIN®)	○	○

EQUIPMENT		
<ul style="list-style-type: none"> <li>● = Standard</li> <li>○ = Option</li> </ul>		
	Basic	Standard
<b>Engine</b>		
Manual engine control	●	
Digital engine control with two preset engine speed buttons (user adjustable)		●
Engine auto idling with time adjustment		○
ECO mode	●	
Engine auto shut-down with time adjustment		○
Dual stage air filter	○	○
<b>Service and maintenance</b>		
In-cab air filter clogg warning lamp	●	●
In-cab engine overheating warning indicator	●	●
Tool kit	○	○
Electronic service reminder	●	●
V-CADS pro		●
<b>Telematics</b>		
Care Track		○
<b>Attachments</b>		
Volvo quick coupler mechanical (pin-on)	○	○
Volvo hydraulic quick coupler (pin-on)	○	○
Extra pin kit	○	○
Lehnhoff® Quick Coupler Mechanical (MS03)	○	○
S-type hydraulic quick coupler (S40)	○	○
Thumb with short clamp (for direct fit bucket)	○	○
Thumb with long clamp (when using quick coupler)	○	○
General purpose buckets (300mm (1'0") / 52l (14gal) up to 750mm (2'6") / 148L (39gal))	○	○
Bolt-on side cutters	○	○
Fix ditching buckets (1,300mm (4'3") / 150l (40gal))	○	○
Tiltable ditching buckets (1,200mm (3'11") / 125l (33gal))	○	○
Hydraulic breaker HB03LN	○	○

## SELECTION OF VOLVO OPTIONAL EQUIPMENT

### Anti theft



### Auto engine shutdown



### OPG



### Air conditioning



### Angle blade



### Safety valves



Not all products are available in all markets. Under our policy of continuous improvement, we reserve the right to change specifications and design without prior notice. The illustrations do not necessarily show the standard version of the machine.

**VOLVO**

**Volvo Construction Equipment**

[www.volvoce.com](http://www.volvoce.com)



**AGENDA DATE:** October 18, 2016, Regular Meeting

**DEPARTMENT:** Commissioner Maier

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**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-28 - Second Reading and Public Hearing - amend the Sister City Board composition

**SUMMARY:**

The Ordinance reduces the number of members from seven to five.

**BACKGROUND AND JUSTIFICATION:**

On March 13, 2009, the Sister City Board was created as a five-member board. In 2010, the Commission, at the request of the then board liaison, increased the composition to seven members.

Commissioner Maier, as the current board liaison, is recommending that the composition be reverted back to its originally intended five members so that a quorum can be met and this board can move forward.

**MOTION:**

I move to approve / deny Ordinance No. 2016-28.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Ordinance

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ORDINANCE NO. 2016-28 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, ARTICLE XV OF THE CODE OF ORDINANCES, AMENDING SECTION 2-122, "MEMBERSHIP." TO DECREASE THE NUMBER OF MEMBERS TO THE CITY OF LAKE WORTH SISTER CITY BOARD AND AMENDING THE TERM OF SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING FOR EFFECTIVE DATE.

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

Section 1. Chapter 2, Article XV, Section 2-122 of the Code of Ordinances is amended to read as follows:

**Chapter 2**

**ADMINISTRATION**

\*\*\*

**ARTICLE XV. CITY OF LAKE WORTH SISTER CITY BOARD**

**Sec. 2-122. Membership.**

(a) The Board shall be comprised of the following members: ~~five~~ seven resident members appointed by the City Commission. The members shall serve for two (2) year terms. ~~The first five (5) members shall be appointed for a term of two (2) years, and two (2) members shall be appointed for a term of one (1) year. Thereafter, all succeeding members of said board shall be appointed for a term of two (2) years.~~

(b) If any member of the Board shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty (20) percent of the regularly scheduled meetings of the Board held within any 12-month period, the city clerk shall declare the member's office vacant, and the City Commission shall promptly fill such vacancy.

(c) The City Commission may remove any member of the Board for misconduct or neglect of duty.

(d) The Board shall elect its officers for a term of one calendar year, not to exceed the member's appointed term.

49 (e) Chairperson – Presides at meetings of the Board and makes  
50 presentations, written and oral, on behalf of the Board to the City Commission  
51 and the City Manager.

52

53 (f) Vice-Chairperson – Performs the duties of the Chairperson in his/her  
54 absence.

55

56 (g) Secretary – Records the minutes and attendance at each meeting.

57

58 Section 2. If any provision of this Ordinance or the application thereof to  
59 any person or circumstances is held invalid, such invalidity shall not affect other  
60 provisions or applications of this Ordinance which can be given effect without  
61 the invalid provision or application, and to this end the provisions of this  
62 Ordinance are declared to be severable.

63

64 Section 3. All ordinances or resolutions or parts thereof that may be  
65 determined to be in conflict herewith are hereby repealed.

66

67 Section 4. Section 1 of this Ordinance shall be codified.

68

69 Section 5. This Ordinance shall become effective ten (10) days after  
70 passage.

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72 The passage of this Ordinance on first reading was moved by  
73 Commissioner Maier, seconded by Commissioner McVoy, and upon being put  
74 to a vote, the vote was as follows:

75

76	Mayor Pam Triolo	AYE
77	Vice Mayor Scott Maxwell	AYE
78	Commissioner Christopher McVoy	AYE
79	Commissioner Andy Amoroso	AYE
80	Commissioner Ryan Maier	AYE

81

82 The Mayor thereupon declared this Ordinance duly passed on first  
83 reading on the 4<sup>th</sup> day of October 2016.

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85 The passage of this Ordinance on second reading was moved by  
86 Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon being put  
87 to a vote, the vote was as follows:

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89	Mayor Pam Triolo
90	Vice Mayor Scott Maxwell
91	Commissioner Christopher McVoy
92	Commissioner Andy Amoroso
93	Commissioner Ryan Maier

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95           The Mayor thereupon declared this Ordinance duly passed and enacted  
96 on the 18<sup>th</sup> day of October 2016.

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LAKE WORTH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk



**DRAFT AGENDA  
CITY OF LAKE WORTH  
CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, NOVEMBER 01, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:** Led by Mayor Pam Triolo
- 3. PLEDGE OF ALLEGIANCE:** Led by Commissioner Andy Amoroso
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. Proclamation declaring November 2016 as Retinoblastoma awareness month
  - B. Parrot Cove Neighborhood Association Update
- 6. COMMISSION LIAISON REPORTS AND COMMENTS:**
- 7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
- 8. APPROVAL OF MINUTES:**
- 9. CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
  - A. Resolution No. XX-2016 - authorize the City Manager or designee to sign Florida Department of Transportation agreements
- 10. PUBLIC HEARINGS:**
- 11. UNFINISHED BUSINESS:**
- 12. NEW BUSINESS:**
- 13. LAKE WORTH ELECTRIC UTILITY:**

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

1) Update on the electric utility system

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

C. **PUBLIC HEARING:**

D. **NEW BUSINESS:**

14. **CITY ATTORNEY'S REPORT:**

15. **CITY MANAGER'S REPORT:**

16. **ADJOURNMENT:**

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

**NOTE: ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.**