



**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 Commissioner Andy Amoroso
- 3. PLEDGE OF ALLEGIANCE:** Led by Commissioner Ryan Maier
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Proclamation declaring November 12-20, 2016 as Hunger and Homelessness Awareness Week
 - B. Proclamation declaring November 2016 as Retinoblastoma Awareness Month
 - C. Recognition of Palm Beach County Fire Rescue Station 91 for Station of the Year award presented by Palm Beach County Chamber of Commerce
 - D. Customer Service Initiative
- 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 18, 2016
- 9. CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Resolution No. 54-2016 - first amendment to the Fiscal Year 2017 budget

- B. Resolution No. 55-2016 - non-exclusive interlocal subscription agreement with the Florida PACE Funding Agency
- C. Resolution No. 56-2016 - create a C-51 Canal Advisory Committee
- D. Professional Services Agreement (Special Magistrate Services) with Melissa Anderson
- E. Pre-litigation settlements with South Florida Tri-Rail and individual claimants
- F. Purchase Order with Palm Truck Centers, Inc. for an automated side loader truck for the Refuse Division
- G. Purchase Order with Lou Bachrodt Freightliner for a Petersen RS3 Grapple Loader Refuse Truck
- H. Final plat map application for Boutwell Business Center located at the northwest corner of Boutwell Road and 7th Avenue North
- I. Ratify a board member to the City Tree Board

10. PUBLIC HEARINGS:

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

- A. Memorandum of Understanding and Non-Disclosure Agreement with Florida Atlantic University ("FAU")
- B. Resolution No. 57-2016 - authorize submission of an application for funding under the Renewable Energy and Energy-Efficient Technologies Grant Program

13. LAKE WORTH ELECTRIC UTILITY:

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

- 1) Update on the electric utility system

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

C. PUBLIC HEARING:

D. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. December 13, 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, for the past several years the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week; and

WHEREAS, the purpose of this proclamation is to educate the public and advocate with and on behalf of people experiencing homelessness about the many reasons people are hungry and homeless including shortage of affordable housing for very low income residents

WHEREAS, the purpose of this proclamation is also to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, there are many organizations committed to sheltering, providing supportive services as well as meals and food supplies to people experiencing homelessness in the City of Lake Worth; and

WHEREAS, the City of Lake Worth recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in Lake Worth; and

WHEREAS, the intent of National Hunger and Homelessness Awareness Week is consistent with the activities of local organizations who assist those who find themselves without a home or shelter or the ability to provide a meal for themselves and their families.

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

NOVEMBER 12-20, 2016

as

HUNGER AND HOMELESSNESS AWARENESS WEEK

and encourage all citizens to recognize that many people do not have housing and need support from citizens, and private/public nonprofit service entities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 1st day of November, 2016.

Pam Triolo, Mayor

ATTEST:

Pamela Lopez, City Clerk

PROCLAMATION

WHEREAS, Retinoblastoma is a very rare disease that affects children, is the most common eye tumor in children, and now occurs in 1 out of every 12,000 children; and

WHEREAS, Retinoblastoma is a disease that causes the growth of malignant tumors in the retinal cell layer of the eye; and

WHEREAS, Left untreated, Retinoblastoma is almost always fatal; therefore, early diagnosis and treatment is crucial in saving lives and preserving visual function; and

WHEREAS, Eye dilation examinations performed upon infants at birth, during the six to eight week well-baby exam, and during the six to nine month well-baby exam, are vital to saving the vision and lives of our children. Such infant eye dilation exams are very inexpensive; and

WHEREAS, The City of Lake Worth supports eye pathology screening at birth and each well-baby exam thereafter to assist in the detection of all ocular diseases in newborns, infants, and toddlers; and

WHEREAS, Vision and lives have been saved through awareness.

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

November

as

“Joey Bergsma Retinoblastoma Awareness Month”

and urge all citizens of the City of Lake Worth, Florida to make themselves and their families aware of the risk of Retinoblastoma and the need for appropriate screening, early diagnosis, and referral.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 1st day of November, 2016.

Pam Triolo, Mayor

ATTEST:

Pamela Lopez, City Clerk

**MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
OCTOBER 18, 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 (arrived at 6:11 PM), Andy Amoroso, and Ryan Maier. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and Deputy City Clerk Melissa Ann Coyne.

2. INVOCATION OR MOMENT OF SILENCE:

A moment of silence was offered by Mayor Pam Triolo.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Andy Amoroso.

4. AGENDA - Additions/Deletions/Reordering:

There were none.

5. PRESENTATIONS:

A. Proclamation declaring October 18, 2016 as Historical Society of Lake Worth Day

Mayor Triolo read a proclamation declaring October 23, 2016, as Historical Society of Lake Worth Day.

B. Proclamation declaring October 23-31, 2016 as Red Ribbon Week

Mayor Triolo read a proclamation declaring October 23-31, 2016, as Red Ribbon Week and presented it to members of the Young Marine Corps.

C. Pineapple Beach Neighborhood Association update

Ms. Pam Bergsma, Pineapple Beach President, explained that neighborhood residents chose the word "Pineapple Beach" because the fruit was the universal sign of welcome and all of their roads lead to the beach. She read their vision statement and goals, said residents were continuing their monthly cleanup efforts, and announced their meetings were held on the fourth Wednesday of each month at South Grade School. She said the City Manager and Public Services Director would be speaking at their

October 24, 2016, meeting and invited the Commission to attend.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner Maier: announced that fundraisers in the forthcoming weeks would be held to offer assistance to Haiti and the victims of Hurricane Matthew. He said members from the Sister City Board would participate. He announced that there was a "Put A Little Love in Your Heart for Haiti" Direct Relief fundraiser on October 22, 2016, and Sacred Heart Church was collecting needed items and accepting donations for Haiti's Hurricane Mathew victims.

Commissioner McVoy arrived at the meeting; the time being 6:11 PM.

Commissioner Amoroso: announced two great Halloween events scheduled on October 28 and 29, 2016, at the Cultural Plaza; a "Day of the Dead" event on November 5, 2016, in partnership with the Armory Arts Center and the Community Redevelopment Agenda, in memory of those who passed; and a downtown Veterans Day Parade on November 11, 2016. He said he was recently appointed to the Palm Beach Business Development Board, representing the City. He also spoke to Royal Poinciana, Parrot Cove, and South Palm Park Neighborhood Associations and was looking forward to speaking with other neighborhood associations. He commented that he met with House Representative Berman on October 17, 2016.

Commissioner McVoy: commented that residents had contacted him about drugs, associated violence, and sober and rehabilitation homes. He suggested information be disseminated to the public regarding what the City was able to do about the problem and what was prohibited by Healthcare Information Privacy Protection Act (HIPPA) regulations.

Vice Mayor Maxwell: acknowledged the City Manager and staff for their emergency management preplanning, which went very well. He recognized the Electric Utility Department for maintaining power during the storm, and thanked the residents who took the storm seriously and prepared as a community. He said that the efforts made by all showed that emergency management worked.

Mayor Triolo: thanked staff for having two Emergency Operation Centers opened with telephones manned by staff round the clock. She announced that the Metropolitan Planning Organization would meet on October 19, 2016, and said the City was "in the running" to receive \$3 million to use only for transit oriented development in the Park of Commerce area. She announced a "Flipping the Switch" event on November 1, 2016, for new Light Emitting Diode (LED) street lighting. She said the cost for the street lighting project did not require additional taxes.

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

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

Sherylynn Randerson spoke in opposition to the Wawa gas station at the intersection of 10th Avenue North and A Street.

Peggy Fisher spoke in opposition to the Wawa gas station. She mentioned that Station 91 of Palm Beach Fire Rescue was named Station of the Year.

Greg Rice thanked the City Manager and staff for participating in the joint Parrot Cove and Mango Groves Neighborhood Association meeting regarding the upcoming November 8, 2016, bond referendum issue. He acknowledged the hard work done by Palm Beach Fire Rescue Station 91.

Laura Starr spoke in opposition to the proposed C-51 Canal project and requested that the Commission form an advisory board to examine the issue.

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 Regular Meeting – October 4, 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 Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve the Consent Agenda.

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

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

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.

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

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

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.

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

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

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.

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

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

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.

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

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

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.

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

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

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 OF ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

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

10. PUBLIC HEARINGS:

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

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 Vice Mayor Maxwell and seconded by Commissioner McVoy to approve Ordinance No. 2016-28.

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:

There were no New Business items on the agenda.

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION:

1) Update on the electric utility system

No update was provided.

B. CONSENT AGENDA:

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

C. PUBLIC HEARING:

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

D. NEW BUSINESS:

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

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia provided the following report:

- Announced that, according to a Heroin Task Force, Palm Beach County was the leader in the number of narcotic deaths in Florida; and
- The Heroin Task Force was working with the Health Care Districts and Palm Beach Sheriff's Office. He said its members were optimistic about "turning the tide" on reducing the number of narcotic deaths.

15. CITY MANAGER'S REPORT

A. November 1, 2016 – draft Commission agenda

City Manager Bornstein provided the following report:

- A presentation about the roadway improvement bond referendum project was made at the joint Parrot Cove and Mango Groves Neighborhood Association meeting on October 17, 2016;
- Announced that the next presentation about the bond referendum project was scheduled at the College Park Neighborhood Association meeting on October 20, 2016;
- Asked residents to visit the City's website for more information on the bond referendum roadway improvement project;
- Announced more presentations about the roadway improvement project would be scheduled in the future; and
- Announced that information from Brent Whitfield about the street conditions and tax cost calculations were also available on the City's website.

Vice Mayor Maxwell requested a telephone hotline be available for questions regarding the streets.

Commissioner McVoy requested more information be added to the website regarding the road issue, including a spreadsheet from Brent Whitfield.

- A presentation recognizing the Palm Beach County Fire Rescue Station 91 was scheduled at the next Commission meeting; and

- Code Compliance started a rental license program and staff was making progress categorizing the properties.

Commissioner McVoy asked if there was a time line for the rental licenses.

City Manager Bornstein replied that four months had been planned to be able to clean up all the properties. He said a presentation about the program would be made at each City Commission meeting to keep the elected officials informed of the results.

- Announced additional Palm Beach Sheriff deputies started working in downtown, beach, and Bryant Park areas;
- Dedication of a 2-megawatt solar array at the old landfill was cancelled due to Hurricane Matthew. The dedication would be rescheduled later in the year; and
- Thanked the staff and residents for being prepared for Hurricane Matthew> He said managers and employees cared about the City and providing customer service.

Commissioner McVoy commented that 500,000 Florida Power & Light customers were without power, but only 650 out of 26,000 Lake Worth customers lost power. He said the Electric Utility Department team was out there during the storm.

- Announced that there was damage due to Hurricane Mathew.

Comments/requests summaries:

1. Mayor Triolo requested discussion regarding an advisory committee for the C-51 canal be scheduled.
2. Commissioner Amoroso commented that a sober home meeting in West Palm Beach was at 2 PM on October 19, 2016, at Sheriff Bradshaw's office. He said the meeting was opened to the public, but they could not speak.

16. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to adjourn the meeting at 6:42 PM.

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

PAM TRIOLO, MAYOR

ATTEST:

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: November 1, 2016

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



AGENDA DATE: November 1, 2016, Regular Meeting

DEPARTMENT: Financial Services

EXECUTIVE BRIEF

TITLE:

Resolution No. 54-2016 – First Amendment to Fiscal Year 2017 Budget

SUMMARY:

The Resolution amends the City's Fiscal Year (FY) 2017 budget by appropriating existing fund balances from FY 2016 capital projects not completed to roll forward into the FY2017 Budget to complete.

BACKGROUND AND JUSTIFICATION:

On September 20, 2016 the City Commission adopted the FY 2017 annual budget. The following funds have approved and appropriated FY2016 capital project funding that have not been expended. The following project funding is being requested to amend the FY2017 annual budget:

FY2016 Fund Requesting Rollover to FY2017	
General Fund	\$ 38,500
Building Fund	\$ 154,907
Electric Fund	\$ 600,000
Water Fund	\$ 4,673,735
Local Sewer Fund	\$ 2,405,854
Regional Sewer Fund	\$ 298,467
Grant Fund	\$ 854,738

MOTION:

I move to approve / not approve Resolution No. 54-2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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3 RESOLUTION NO. 54-2016, A GENERAL APPROPRIATION RESOLUTION OF
4 THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE
5 OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS
6 AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY
7 CAPITAL EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS
8 AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING
9 OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; AND PROVIDING
10 FOR AN EFFECTIVE DATE.

11
12 WHEREAS, the City of Lake Worth, Florida (the "City") previously adopted
13 the FY 2017 Annual Operating Budget pursuant to Resolution 43-2016 on
14 September 20, 2016;

15 WHEREAS, the City finds it is necessary and essential to amend the FY
16 2017 Annual Operating Budget as set forth in this Resolution; and,

17 WHEREAS, adoption of the FY 2017 Annual Operating Budget
18 amendments set forth herein serves a valid public purpose.

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

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22 Section 1. The above recitals are hereby ratified and confirmed as being true
23 and correct and are hereby incorporated into this Resolution.

24
25 Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall
26 mean the period of time beginning October 1, 2016, and ending and including
27 September 30, 2017.

28
29 Section 3. The Fiscal Year 2017 Budget is amended to re-appropriate
30 encumbrances, outstanding contracts, capital outlay of project funds reserved or
31 unexpended from Fiscal Year 2016, provided said appropriation(s) have been
32 previously approved by the City Commission.

33
34 Section 4 The funds and available resources and revenues that are set out in
35 Exhibit "A" and incorporated herein by reference, be, and the same hereby are
36 appropriated to provide the monies to be used to pay the necessary capital
37 expenses of the respective funds and departments of the City for the fiscal year.

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39 Section 5. The sums, which are set out in Exhibit "A" and herein incorporated
40 by reference, listed as capital expenses of the respective funds and departments
41 of the City, be, and the same hereby are, appropriated and shall be paid out of
42 the revenues herein appropriated for the fiscal year.

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44 Section 6. The revenues and the expenses for which appropriations are
45 hereby made, all set forth above, shall be as set out in the Amended City of Lake
46 Worth Operating Budget for the fiscal year as attached in Exhibit "A".

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Section 7. The sums set out in Exhibit "A" are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City Manager and the Finance Director, shall be, and the same hereby are, fixed and adopted as the amended budget for the operation of the City and its other enterprises for the fiscal year.

Section 8. Except as amended in Exhibit "A" hereto, the remainder of the FY 2017 Annual Operating Budget for the fiscal year remains in full force and effect.

Section 9. This Resolution shall become effective immediately upon passage.

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

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

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 1st day of November, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Exhibit A

Capital Budget Rollover Budget Amendment #1

Fund	Revenue	Expenditure	Rollover Budget	Comments
General Fund				
Community Sustainability	Fund Balance (FB) \$ 38,500	\$ 38,500	\$ 38,500	Capital Outlay - Furniture
Total General Fund			<u>\$ 38,500</u>	
Building Fund				
Community Sustainability	Fund Balance (FB) \$ 154,907	\$ 154,907	\$ 154,907	Capital Outlay - Furniture
Total Building Fund			<u>\$ 154,907</u>	Capital Expenditure - Improvements
Grant Fund				
CDBG	FB Grant \$ 827,355	\$ 827,355	\$ 827,355	Capital Expenditures-Projects
Historic Preservation	FB Grant \$ 25,000	\$ 25,000	\$ 25,000	Capital Expenditures-Projects
State Aid to Libraries	FB Grant \$ 2,383	\$ 2,383	\$ 2,383	Capital Expenditures-Projects
Total Grant Fund			<u>\$ 854,738</u>	
Water Utilities Fund				
Total Water Fund	Fund Balance (FB) \$ 4,673,735	\$ 4,673,735	\$ 4,673,735	Capital Expenditures-Projects
Local Sewer Fund				
Total Local Sewer Fund	Fund Balance (FB) \$ 2,405,854	\$ 2,405,854	\$ 2,405,854	Capital Expenditures-Projects
Regional Sewer				
Total Regional Sewer Fund	Fund Balance (FB) \$ 298,766	\$ 298,466	\$ 298,466	Capital Expenditures-Projects



AGENDA DATE: November 1, 2016, Regular Meeting

DEPARTMENT: Legal

EXECUTIVE BRIEF

TITLE:

Resolution No. 55-2016 - adopting a nonexclusive interlocal agreement with Florida PACE Funding Agency.

SUMMARY:

The Resolution adopts the interlocal agreement with the Florida PACE Funding Agency to allow the Agency to offer financing programs to City property owners for certain energy efficiency and wind resistance improvements to their property through a special assessment process.

BACKGROUND AND JUSTIFICATION:

In 2010, as part of an effort to improve the efficiency and resilience of Florida's built environment, the Florida legislature authorized Florida Property Assessed Clean Energy ("PACE") Funding Agency ("Agency") to finance energy efficiency, renewable energy and wind mitigation improvements on homes and commercial buildings. The name or acronym PACE is derived from the concept commonly referred to as 'property assessed clean energy' and is taken from the provisions of general law related to energy efficiency, renewable energy and wind resistance improvements encouraged by Section 163.08, Florida Statutes. Under the PACE program, property owners desiring to make such improvements to their property enter into a financing agreement with an agency authorized to finance such improvements. The financing is repaid over a period of years (based on the life of the improvements made) at a low interest rate through an annual property tax assessment. Specifically, the amount financed is placed on the County's non-ad valorem assessment roll where it will be collected on an annual basis over a defined amount of time. The proposed interlocal agreement is with the Agency but is non-exclusive and does not prevent the City from entering into similar interlocal agreements with other PACE providers. This interlocal agreement is necessary in order to allow the Agency the ability to offer its services within the City. This interlocal agreement does not result in the payment of any fees or costs by the City nor does it result in any fees coming to the City. This agreement shall commence upon execution and the City may terminate this Agreement upon 90 days written notice.

MOTION: I move to approve/not approve Resolution No. 55-2016 to adopt the interlocal agreement with Florida PACE Funding Agency.

ATTACHMENT(S):

Fiscal Impact Analysis – Not Applicable
Resolution
Interlocal Agreement

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3 RESOLUTION NO. 55-2016 OF THE CITY COMMISSION OF THE CITY OF
4 LAKE WORTH, FLORIDA, PROVIDING FOR VOLUNTARY IMPROVEMENTS
5 TO REAL PROPERTY, AS AUTHORIZED BY THE LEGISLATURE;
6 RECOGNIZING AN ALTERNATIVE MECHANISM FOR THE FINANCING OF
7 ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS,
8 RENEWABLE ENERGY IMPROVEMENTS, AND WIND RESISTANCE
9 IMPROVEMENTS; AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE
10 INTERLOCAL SUBSCRIPTION AGREEMENT WITH THE FLORIDA PACE
11 FUNDING AGENCY AND DIRECTING CITY OFFICIALS, OFFICERS,
12 EMPLOYEES AND AGENTS TO TAKE SUCH ACTIONS AS MAY BE
13 NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES OF
14 THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR
15 SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
16

17 WHEREAS, Section 163.08, Florida Statutes (the "Supplemental Act"),
18 authorizes local governments to establish and administer financing programs
19 pursuant to which owners of real property may obtain funding for energy
20 conservation and efficiency, renewable energy and wind resistance
21 improvements (as referred to therein, the "Qualifying Improvements"), and repay
22 such funding through voluntary special assessments, sometimes referred to as
23 non-ad valorem assessments ("Special Assessments"), levied upon the improved
24 private property evidenced by financing agreements between the owner thereof
25 and the Agency (the "Financing Agreements"); and
26

27 WHEREAS, installing Qualifying Improvements on existing structures can
28 reduce the burdens resulting from fossil fuel energy production, including
29 greenhouse gas reductions; and
30

31 WHEREAS, increased energy conservation, and installing wind resistance
32 improvements on existing structures can reduce repair and insurance costs, and
33 the burdens placed on surrounding properties resulting from high wind storms
34 and hurricanes; and
35

36 WHEREAS, the Florida PACE Funding Agency (the "Agency"), is a
37 separate legal entity and distinct unit of local government, and was established
38 by separate interlocal agreement for the express purpose of providing a scalable
39 and uniform platform to facilitate the funding and financing of Qualifying
40 Improvements to private property owners throughout Florida (the "Program"); and
41

42 WHEREAS, the mission of the Agency is to aspire to and undertake to
43 provide an efficient and scalable statewide platform in Florida, to assist interested
44 private property owners with the funding and financing of energy conservation,
45 renewable energy, and wind-resistance improvements to achieve the public
46 purposes and compelling state interest articulated in Section 163.08(1), Florida
47 Statutes; and
48

49 WHEREAS, the Agency has presented a binding Final Judgment in favor
50 of Agency representations which provides, among other things, that by approving
51 or making available the Agency's Program, the City of Lake Worth (the "City" or
52 "Lake Worth") as a subscribing or participating local government relative to the
53 Agency's Program, shall not in any manner obligate the City to pay any debts,
54 obligations or liabilities arising as result of any actions of the Agency, or its
55 officials or agents; and, that the Agency has no authority or power to
56 independently obligate the City of Lake Worth whatsoever; and
57

58 WHEREAS, the City of Lake Worth recognizes that the Agency's non-
59 exclusive Program presents a direct and immediate means to non-exclusively
60 implement and advance positive local economic activity, job creation, energy
61 efficiency, renewable energy and wind resistant activities; and
62

63 WHEREAS, the Agency asks for no money, credit or staff assistance, has
64 agreed to abide by general law, and welcomes fair competition to serve;
65 accordingly, it is reasonable and in the interest of the health, safety, and welfare
66 of the City and its inhabitants and taxpayers that the City recognize and also
67 subscribe to the availability of the Agency's Program within the City of Lake Worth
68 in the manner authorized by law; and
69

70 WHEREAS, the City Commission of the City of Lake Worth, Florida,
71 deems it to be in the interest of the citizens, residents, and property owners of
72 the City to authorize the Mayor to execute an interlocal agreement between the
73 Florida PACE Funding Agency and the City, in a considered effort to provide an
74 alternative, supplemental, and non-exclusive means to achieve, *inter alia*,
75 immediate and local economic development, commerce and job creation, as well
76 as achieve the compelling State interest and public purposes described in the
77 Supplemental Act.
78

79 NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF
80 THE CITY OF LAKE WORTH, FLORIDA, AS FOLLOWS:
81

82 **SECTION 1. RECITALS.** The foregoing recitals are incorporated
83 in this Resolution as if fully set forth herein and are approved and adopted.
84

85 **SECTION 2. NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION**
86 **AGREEMENT.** The Non-Exclusive Interlocal Subscription Agreement
87 ("Subscription Agreement"), a copy of which is attached hereto as Exhibit "A,"
88 and incorporated herein, is hereby approved. The Mayor is hereby authorized
89 and directed to execute and the City Clerk shall file the Subscription Agreement
90 on behalf of the City with the Clerk of Court. The City Manager or his/her
91 designee, City Attorney, City staff, officials and agents are hereby authorized to
92 take all such actions and execute and deliver such other documents as may be
93 necessary or desirable in furtherance of the purposes set forth herein and in the
94 Subscription Agreement.

134
135
~~136~~
138

EXHIBIT A
NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT

NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY

Between

THE CITY OF LAKE WORTH, FLORIDA,

and

THE FLORIDA PACE FUNDING AGENCY

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NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY

THIS NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT is made and entered into as of _____ 1, 20____ (the "Subscription Agreement"), by and between the City of Lake Worth, Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges and benefits provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

"Board of Directors" means the governing body of the Agency.

"Agency" means the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government. The name or acronym PACE is derived from the concept commonly referred to as 'property assessed clean energy' and relates hereto to the provisions of general law related to energy efficiency, renewable energy and wind resistance improvements encouraged by Section 163.08, Florida Statutes.

"Agency Charter Agreement" or **"Charter"** means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

"Financing Agreement" means the agreement authorized hereunder and by the Supplemental Act (specifically including section 163.08(4) thereof) between the Agency and a

Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any agreement, pursuant to which the Property Owners obtain access to funds provided by the Agency.

"Obligations" shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

"Pledged Funds" shall mean (A) the revenues derived from Special Assessments and other moneys received by the Agency or its designee relating to some portion thereof, (B) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and sub-accounts established thereby, including investments therein, and (C) such other property, assets and moneys of the Agency as shall be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board of Directors pursuant to the Financing Documents. The Pledged Funds pledged to one series of Obligations may be different than the Pledged Funds pledged to other series of Obligations. Pledged Funds shall not include any general or performance assurance fund or account of the Agency.

"Program" means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within this State and the geographic bounds of the Subscriber. The Agency's Program is non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Supplemental Act as the Subscriber sees fit and in the interest of the public.

"Property Owner" means, collectively, all of the record owners of real property subject to a Financing Agreement.

"Qualifying Improvements" means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the Property Owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

"Special Assessments" means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by a Property Owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

“Subscriber” means the City of Lake Worth, Florida, a general purpose local government duly organized and existing under and by virtue of the laws of the State of Florida.

“Subscription Agreement” or **“Interlocal Agreement”** means this interlocal agreement, or if the context requires a similar interlocal agreement between the Agency and any municipality, county or other government or separate legal entity permitted by the Supplemental Act to enter into Financing Agreements as provided for therein. The term subscription in the context simply presents a means of making available the service of funding and financing of Qualifying Improvements by the Agency to interested private property owners as provided by general law.

“Supplemental Act” means the provisions of, and additional and supplemental authority described in, Section 163.08, Florida Statutes, as amended.

SECTION 1.02 CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Subscription Agreement; the term “heretofore” shall mean before the date this Subscription Agreement is executed; and the term “hereafter” shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this interlocal agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The State Legislature has determined there is a compelling state interest in enabling private property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, and its property owners and inhabitants.

(B) The Agency has provided to the Subscriber a binding Final Judgment that expressly evidences the Agency is distinct from the Subscriber and that the Subscriber shall not in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency or its agents, and the Agency has no independent power to obligate the Subscriber.

(C) Nothing in this Agreement does, nor shall be construed to empower the Agency to obligate or foist any liability upon the Subscriber in any manner, without the express written permission of both parties; and no such permission is included in this Agreement.

(D) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the City of Lake Worth) and the voluntary participation in the Program by Property Owners provides an alternative financing option to private property owners to finance and repay the costs to provide and install Qualifying Improvements.

(E) The Agency is authorized by law pursuant to the provisions of the Supplemental Act to undertake the Program.

(F) This Agreement provides an alternative, supplemental and non-exclusive means to encourage and achieve, inter alia, immediate local economic development in a manner provided by the Legislature, provide for local commerce and job creation, as well as achieving the compelling State interest and public purposes described in the Supplemental Act.

ARTICLE II

SUBSCRIPTION

SECTION 2.01. AUTHORITY.

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is approved to act to provide its lawful services, and lawfully conduct its affairs, within the City of Lake Worth.

(C) This Subscription Agreement may be amended only by written amendment hereto.

SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED.

The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation or other county or municipal revenues or to make any appropriation for their payment.

SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.

(A) The Board of Directors necessarily must adopt or authorize from time to time by resolution such rates, fees or other charges for the provision of the services of the Agency to be paid by the Property Owner pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and

administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, but shall be just and equitable and uniform at the time of imposition for the Property Owners within the same class, or within each subscribing local governmental jurisdiction, and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

SECTION 2.04. FINANCING AGREEMENTS.

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Special Assessments.

SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.

(A) Upon execution by the Property Owners and the Agency, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution or as required by Section 163.08(8), Florida Statutes, as amended. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency will provide a digital copy to the property appraiser or tax collector of the recorded Financing Agreement or summary thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts as a non-ad valorem assessment on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes.

(C) By law the Special Assessments must be collected pursuant to Sections 197.3632 and 163.08, Florida Statutes; and, are not imposed by the Subscriber, the property appraiser or the tax collector. The Special Assessments are levied and imposed solely by the Agency, and only then upon voluntary application of a private property owner as expressly enabled, authorized and encouraged by the Supplemental Act to accomplish a compelling state interest with local government assistance. The statutory duties of the property appraiser and the tax collector in each county, under section 197.3632, Florida Statutes, are ministerial

and the property appraiser and tax collector are by law without discretion with regard to the collection of the Special Assessments on the tax notice once the affected private property owner has voluntarily entered into a Financing Agreement with the Agency, and the Agency complies with the requirements of Sections 197.3632 and 163.08, Florida Statutes.

SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.

(A) The Agency as a local government authorized by law to impose the Special Assessments, is also required by law to use the uniform method of collecting such Special Assessments, and shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act.

SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, the Agency will take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber, or other taxation in any form, of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber's jurisdiction except as to the respective Special Assessments in the manner provided herein and by law.

SECTION 2.08. CARBON OR SIMILAR CREDITS. The form of Financing Agreement in each instance will provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose.

ARTICLE III
GENERAL PROVISIONS

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS. This Subscription Agreement is deemed to be an “interlocal agreement” within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Interlocal Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

SECTION 3.02. DISCLOSURE.

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency’s Charter Agreement, (3) the Final Judgment in Fla. PACE Funding Agency v. State, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency’s mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements by private property owners desirous of also achieving, a compelling state interest and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so under this Interlocal Agreement, the Subscriber authorizes the non-exclusive availability of the Agency’s funding and financing program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency’s mission.

(C) Each of the various advisors, consultants, attorneys or other professionals engaged by the Agency has been, and shall in the future be, disclosed to the Subscriber. The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver. This conflict waiver does not apply to litigation or other adversarial proceedings filed against the Subscriber.

SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.

(A) The term of this Interlocal Agreement shall commence as of the date first above written.

(B) The term shall continue so long as the Agency has Obligations outstanding which are secured by Pledged Revenues derived from Financing Agreements relating to any

properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive any termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to, the collection of assessments in due course). Provided, however, the Agency's powers to be employed and exercised hereunder shall be non-exclusive, and the Subscriber is free to and reserves the right to enter into or otherwise commence another program for financing Qualified Improvements using non-ad valorem assessments either under the Supplemental Act or pursuant to its home rule powers upon written notice to the Agency of its decision to do so.

(C) Notwithstanding subsection (B), Subscriber may terminate this Interlocal Agreement upon ninety (90) days written notice provided as required by Section 3.05. Provided, however, no termination of this Interlocal Agreement shall preclude the Agency from exercising any of its power or authority after any termination, including without limiting the generality of the foregoing that is specifically associated with collection of any of its Obligations outstanding which are secured by pledged revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber. In the event, the Agency's rights under this Interlocal Agreement to impose new non-ad valorem assessments shall ever end, then as of the effective date of the termination, all rights and obligations of the parties shall continue as specified in subsection (B) until such time as all Agency's Obligations, and all associated remaining Program responsibilities are fulfilled (including, but not limited to, the collection of assessments in due course).

SECTION 3.04. AMENDMENTS AND WAIVERS. Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

SECTION 3.05. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for "next business day" service) to the parties at the following addresses:

Subscriber: The City of Lake Worth
 ATTN: City Manager
 7 North Dixie Highway
 Lake Worth, Florida 33460-3725

With a copy to: The City of Lake Worth
 ATTN: City Attorney
 7 North Dixie Highway
 Lake Worth, Florida 33460-3725

Agency: Executive Director
 Florida PACE Funding Agency
 c/o City of Kissimmee

101 North Church Street, Fifth Floor
Kissimmee, Florida 34741

With a copy to: Program Counsel for the Florida PACE Funding Agency
P.O. Box 14043
Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

SECTION 3.06. QUALITY CONTROL AND COMMUNICATION. For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which set or reflect industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, each party is encouraged to objectively and specifically communicate to the other in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by each party concerning the funding and financing of Qualified Improvements. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) from the Subscriber and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review. This paragraph shall not be construed as containing any obligation for the Subscriber to receive complaints or concerns about the Agency's performance, policies, systems, or procedures, and the Subscriber is requested to and specifically authorized to refer all such complaints or concerns directly to the Agency for a response.

SECTION 3.07. IMMUNITY; LIMITED LIABILITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, that certain final judgment in Fla. PACE Funding Agency v. State, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and this covenant of the parties hereto, the local governments who are either the incorporators, or members of the Agency, or any subsequently participating or subscribing local government shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable

to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes.

(C) To the extent provided by law, the Agency agrees to indemnify, defend and hold harmless the Subscriber from any and all damages, claims, and liabilities arising from and relating to operation of the Program. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party or for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(D) The Agency presents an independent local government funding and financing instrumentality. Neither the Subscriber, nor the local governments who are either or both the incorporators or Subscribers of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon in writing, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

SECTION 3.08. BINDING EFFECT. This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 3.09. SEVERABILITY. In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 3.10. EXECUTION IN COUNTERPARTS. This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3.11. APPLICABLE LAW.

(A) A breach of this Subscription Agreement shall mean a material failure to comply with the Supplemental Act or any covenants or provisions of this Agreement. If any party breaches any obligation herein, then, upon receipt of written notice by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach, and shall continue to take all such actions until such breach is cured, or be subject to termination for cause.

(B) At all times the parties may proceed at law or in equity to enforce their rights under this Agreement using all available remedies.

(C) The venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate Florida state court. In any such action, Florida law shall apply and the parties waive any right to jury trial.

SECTION 3.12. ENTIRE AGREEMENT. This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other

agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

IN WITNESS WHEREOF, the undersigned have caused this Non-Exclusive Interlocal Subscription Agreement to be duly executed and entered into as of the date first above written.

THE CITY OF LAKE WORTH

Pam Triolo, Mayor

Attest:

Approved as to legal sufficiency:

Pamela Lopez, City Clerk

Glen J. Torcivia, City Attorney

THE FLORIDA PACE FUNDING AGENCY

By: _____
Michael H. Steigerwald, Executive Director

ATTEST:

Donald T. Smallwood, Assistant Secretary



AGENDA DATE: November 1, 2016, Regular Meeting

DEPARTMENT: City Manager

EXECUTIVE BRIEF

TITLE:

Resolution No. 56-2016 - create a C-51 Canal Advisory Committee

SUMMARY:

The Resolution creates a five-member committee tasked with reviewing the approved engineering and feasibility study and potential subsequent engineering and design studies.

BACKGROUND AND JUSTIFICATION:

The Chain of Lakes Blueway Trail is a vision to link Palm Beach County waterways by providing two-way access for small boats and non-motorized watercraft between the Chain of Lakes, Lake Worth Lagoon, and the Intracoastal Waterway. Currently, the State legislature has funded an engineering and feasibility study to review the issue of providing two-way access.

This resolution creates a committee to monitor and review the results of the study and advise the City Commission.

MOTION:

I move to approve/deny Resolution No. 56-2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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RESOLUTION NO. 56-2016 OF THE CITY OF LAKE WORTH, FLORIDA PROVIDING FOR THE CREATION OF A C-51 CANAL ADVISORY COMMITTEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County’s “Chain of Lakes” is a boater’s paradise already used by tens of thousands of boaters, kayakers, canoers, and paddleboarders; and

WHEREAS, the 30-mile stretch of connected freshwater lakes comprised of West Palm Beach’s Pine Lake at the north end, Lake Clarke in Lake Clarke Shores, Lake Osborne and Lake Eden in Lake Worth, and Delray Beach’s Lake Ida at the south end; and

WHEREAS, the Palm Beach County Commissioners recently voted to support efforts to get the State legislature to pay for a boat lift on the West Palm Beach Canal at the Lake Worth spillway, where water from the freshwater canal drops into the lower brackish water of the Intracoastal and Lake Worth Lagoon; and

WHEREAS, the State legislature has funded an engineering and feasibility study; and

WHEREAS, the City Commission desires to create a C-51 Canal Advisory Committee with the task of monitoring and reviewing the results of the state’s engineering and feasibility or any other subsequent studies.

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

Section 1. That a five member committee is hereby created for the purpose of monitoring and reviewing the results of an engineering and feasibility study or any subsequent studies related to the C-51 Canal.

Section 2. That the C-51 Canal Advisory Committee shall be comprised of the following:

- 1) One member to be selected by the Mayor; and
- 2) One member to be selected by each City Commissioner.

Section 3. Terms of Members.

- a) Members of the Committee so appointed shall serve at the pleasure of the City Commission and may be removed from the Committee for any reason;

- 49 b) If any member of the Committee shall fail to be present at three (3)
50 consecutive regularly scheduled meetings or at twenty (20) percent of
51 the regularly scheduled meetings of the Committee held within any 12-
52 month period, the city clerk shall declare the member's office vacant,
53 and the City Commission shall promptly fill such vacancy; and
54
- 55 c) If the position of a member becomes vacant for any reason, the City
56 Commission shall appoint another person to serve.
57

58 Section 4. Election of Committee Officers.

59 The Committee shall elect its officers for a term of one calendar year.
60

- 61 a) Chairperson – Presides at meetings of the Committee and makes
62 presentations, written and oral, on behalf of the Committee to the City
63 Commission and the City Manager;
64
- 65 b) Vice-Chairperson – Performs the duties of the Chairperson in his/her
66 absence; and
67
- 68 c) Secretary – Records the minutes and attendance at each meeting.
69

70 Section 5. Meetings.

- 71 a) The Committee shall meet as necessary or as requested by the City
72 Commission or the City Manager;
73
- 74 b) A quorum for the conduct of business by the Committee shall be not
75 less than three (3) members of the Committee;
76
- 77 c) A majority of the members of the Committee present at a meeting shall
78 be necessary to make any determination required by the Committee;
79 and
80
- 81 d) Meetings of the Committee shall be open to the public, and minutes
82 shall be kept. A public record of the Committee's minutes and
83 resolutions shall be maintained and made available for inspection by
84 the public.
85

86 Section 6. Conflicts. All resolutions or parts of resolutions in conflict with
87 the provision of this Resolution are hereby repealed.
88

89 Section 7. Severability. In the event that any word, phrase, clause,
90 sentence, or paragraph hereof shall be held invalid by any court of competent
91 jurisdiction, such holding shall not affect any other word, clause, phrase,
92 sentence, or paragraph hereof.
93
94
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AGENDA DATE: November 1, 2016

DEPARTMENT: Legal

EXECUTIVE BRIEF

TITLE: Professional Services Agreement (Special Magistrate Services) with Melissa Anderson.

SUMMARY: This Professional Services Agreement for Special Magistrate Services will provide the City with an additional Special Magistrate, attorney Melissa Anderson, who may preside over code enforcement and other applicable matters in the event of a conflict of interest or scheduling conflict with the City's current Special Magistrate, Susan Ruby.

BACKGROUND AND JUSTIFICATION:

Pursuant to section 2-63 of the City's Code of Ordinances, the City is required to retain one or more special magistrates to preside over code enforcement hearings and other applicable matters. Attorney Diane James-Bigot served as the City's Special Magistrate from 2012 until her services terminated in September 2016. Currently, Ms. Ruby is the only special magistrate for the City. The City Attorney recommends that the City retain an additional special magistrate to preside over code enforcement hearings and other applicable matters in the event of a conflict of interest or scheduling conflict with the City's current special magistrate. Further, a second special magistrate may serve as an alternate in an ongoing rotation system, or as the primary special magistrate when another magistrate's contract expires or a resignation is submitted.

Attached is the proposed Professional Services Agreement for Special Magistrate Services with Melissa Anderson.

MOTION:

I move to approve /not approve the Professional Services Agreement for Special Magistrate Services with Melissa Anderson.

ATTACHMENT(S):

Professional Services Agreement (Special Magistrate Services)



AGENDA DATE: November 1, 2016

DEPARTMENT: City Manager

EXECUTIVE BRIEF

TITLE:

Approval of pre-litigation settlements with South Florida Tri-Rail and individuals claimants.

SUMMARY:

The Approval provides for the settlement of 38 pre-litigation claims in the amount of \$300,000, the City's statutory cap under section 768.28, Florida Statutes.

BACKGROUND AND JUSTIFICATION:

On or about January 4, 2016, a City vehicle driven by a City employee, was involved in a motor vehicle/train accident with Tri-Rail. The City vehicle was travelling east on 6th Avenue South in the number 3 lane when it approached the railway crossing west of I-95. The crossing gate arms were in the down position and the red warning lights were flashing. According to the City employee, the train did not come and the crossing gate arms went up. As such, he proceeded east; however, the City vehicle stalled on the tracks and would not restart. The City employee saw the train approaching and exited the vehicle because he knew it would be struck by the train. Upon noticing the vehicle on the tracks, the driver of the northbound train blew the horn, applied the emergency brake, and turned off the power; however, the train was unable to stop in time before colliding with the City vehicle.

There were approximately 70 people on the train. Tri-Rail incurred damages to its train with estimates ranging from \$800,000 to over \$1 million. It filed a claim against the City. Over a few months, many more claims were filed. Once the City was advised of everyone who was on the train, it reached out to each person. Of the 70 people, there were 37 individuals who filed claims in addition to Tri-Rail.

The City sent correspondences to Tri-Rail and each individual claimant advising of a Global Settlement Conference scheduled for September 30, 2016, where the City would attempt to resolve all claims against it within the applicable statutory cap of \$300,000 pursuant to Florida Statute section 768.28. In addition to the bodily injury claims, Tri-Rail made a property damage claim, well in excess of the statutory cap. Thirty eight (38) claims were made at the Global Settlement Conference including Tri-Rail's property damage claim, the latter of which settled for \$135,000. The remaining 37 claims were settled for \$165,000 in total. The settlements ranged from \$1,250 to \$20,000 for the individuals. All of the individuals signed settlement agreements and will provide a general release to the City before checks are distributed. In addition, Tri-Rail presented the settlement to its board on October 28, 2016.

The settlements are contingent upon City Commission approval.

The City's outside counsel, Ben Bedard of Roberts, Reynolds, Bedard & Tuzzio, PLLC, recommends approval, and City Attorney Glen Torcivia, concurs with the recommendation to settle the 38 claims pre-suit in the total amount of \$300,000. The City's insurance carrier, PGIT, also agrees with the settlements and will pay all amounts which exceed the City's self-insured retention amount of \$100,000, including the City's attorney's fees.

MOTION:

I move to approve/not approve the settlements with South Florida Tri-Rail and 37 individual claimants in the total amount of \$300,000, the City's statutory cap, in exchange for complete releases.

ATTACHMENT(S):

None.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	300,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	300,000	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:

City Manager	Pre-Litigation Settlement					
Account Number (s)	Account Description	Project #	FY 2017 Budget	Available Balance	Agenda Expenses	Remaining Balance
520-1331-513-31-10	Legal Fees	N/A	664,000	664,000	(300,000)	364,000

C. Department Fiscal Review: _____



AGENDA DATE: November 1, 2016, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Purchase Order with Palm Truck Centers, Inc. for an automated side loader truck for the Refuse Division

SUMMARY:

The Purchase Order provides for the purchase of a Peterbilt Model 320 Automated Side Loader Refuse Truck through the Florida Sheriff's Cooperative Purchase Agreement at a cost not to exceed \$273,000.

BACKGROUND AND JUSTIFICATION:

The City's Refuse Division is actively engaged in the collection and disposal of municipal and commercial solid waste, recycling and vegetation. The purchase of the automated side loader is necessary to maintain the Refuse fleet and replace older equipment that has reached the end of its useful life.

MOTION:

I move to approve/deny a Purchase Order with Palm Truck Centers, Inc. at a cost not to exceed \$273,000.

ATTACHMENT(S):

Fiscal Impact Analysis

Lake Worth Side Loader proposal

Florida Sheriff's Association - Bid Spec #15

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	273,000	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	273,000	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
410-5081-534-64-30	Machinery and Equipment / Vehicles	545,000	RF1601	545,000	273,000	272,000.00

C. Department Fiscal Review: __JB__



PALM TRUCK CENTERS, INC.

City of Lake Worth
7 North Dixie Hwy
Lake Worth, Fl. 33460

Oct. 19,2016

One (1) Peterbilt Model 320, Per Florida Sheriffs Association
Bid No: FSA 16-VEH 14.4 Specification # 15
Ref. Quote No. Q00227027

(1) 2017 Peterbilt Model 320 - Cab & Chassis only	
Painted Dupont VIPER BLUE	\$133,007.
Optionc Added:	
1. Front 425 80R22.5	987.
2. Right Hand Drive	1,326.
	Sub Total 135,320.
 (1) New Way Sidewinder 31 yard side loader body	 115,888.
Options:	
Lake Worth option package	21,414.
Body Under Coating	
Severe Package	
5 – Year Cylinder Warranty	
DELIVERY 250-300 DAYS	
	 Total Price Per Unit \$272,622.

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

Prepared By :
Rudy Mangino Jr.



Corporate Office
2441 S. State Rd. 7 (441),
Fort Lauderdale, FL 33317-6999
(954) 584-3200

Fort Pierce Office
5750 Orange Avenue,
Fort Pierce, FL 34947-1546
(772) 489-2300

Fort Myers Office
5313 St. Rd. 82 / MLK Blvd.
Fort Myers, FL 33905-8306
(239) 337-0188



West Palm Beach Office
2253 Vista Parkway #7
West Palm Beach, FL 33411
(561) 478-4078

www.palmtruck.com



Palm Peterbilt Truck Centers P270
2441 South State Rd 7

CITY OF LAKE WORTH

Fort Lauderdale, Florida United States 33317

Phone: (954) 584-2300

Fax:

Email: RMangino@PalmTruck.com

Phone:

Fax:

Contact Email:

Prepared for:

Vehicle Summary

Unit		Chassis	
Model:	Model 320	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs)	46000
Description:	OCT.19,2016	G.C.W. (lbs):	66000
Application		Road Conditions:	
Intended Serv.:	Refuse/On-Highway	Class A (Highway)	100
Commodity:	Refuse, Scrap	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	Automated Side Loader	Wheelbase (in):	215
Length (ft):	12	Overhang (in):	70
Height (ft):	8.0	Fr Axle to BOC (in):	0.1
Max Laden Weight (lbs):	2000	Cab to Axle (in):	214.9
		Cab to EOF (in):	284.9
		Overall Comb. Length (in):	342
Trailer			
No. of Trailer Axles:	0	Special Req.	
Type:		United States Registry	
Length (ft):	0		
Height (ft):	0.0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

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

PACCAR FINANCIAL	Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

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

Printed: 10/19/2016 10:32:50 AM
Effective Date: Jul 1, 2016
Prepared by: Rudy Mangino Jr

Complete

Model Number: Model 320
Quote/DTPO/CO: Q41427154
Version Number: 33.20



Palm Peterbilt Truck Centers P270
2441 South State Rd 7

CITY OF LAKE WORTH

Fort Lauderdale, Florida United States 33317

Phone: (954) 584-2300

Fax:

Email: RMangino@PalmTruck.com

Phone:

Fax:

Contact Email:

Prepared for:

	Description	Weight
Base Model		
	Model 320	16,490
	Refuse, Scrap	0
	Refuse/On-Highway Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0
	Automated Side Loader	0
	United States Registry	0
Configuration		
	Not Applicable Secondary Manufacturer	0
Frame & Equipment		
	10-3/4in Steel Rails 306-342in 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	211
	Full Steel Inner Liner	691
	FEPTO Provision 9in Bumper Extension Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	42
	EOF Square with Steel Xmbr	64
	Omit Rear Mudflaps and Hangers	0
Front Axle & Equipment		
	Dana Spicer D2000F 20,000 lb, 3.5in Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0
	Taper Leaf Springs, Shocks 23,000 lb Standard with Heavy Resistance Shocks.	410

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Effective Date:	Jul 1, 2016		Quote/DTPO/CO:	Q41427154
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Description	Weight
Power Steering Sheppard SD110 Dual For use with 22,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	40
PHP10 Iron PreSet PLUS Hubs	84
Dana Spicer 5in Drop IPO 3.5in, Front Axle	0
Dana Spicer Wide Track IPO Std, Front Axle 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles. For improved turning radius.	5
Bendix Air Cam Front Drum Brakes 16.5x6 For use with 14,601 lbs to 22,000 lbs steer axles or FSD16 front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	0
Extra-Long Studs For Steel Wheels or later installation of F/O aluminum wheels.	0

Rear Axle & Equipment

Dana Spicer D46-170 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0
PHP10 Iron PreSet PLUS Hubs	0
Long Stroke Parking Brakes, Drive Axle(s)	0
Refuse Service Brakes, Steer And Drive Axles	0
Rear Brake Camshaft Reinforcement	9
Heavy Wall, Drive Axle(s)	88
SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	35

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Description	Weight
Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
Bendix Air Cam Rear Drum Brakes 16.5x7 Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
Ratio 6.14 Rear Axle	0
Hendrickson Haulmax HMX460 46,000 lb, 54in Axle Spacing, 60K Creep Rating	-15
Shock Absorbers For HMX Suspension	31

Engine & Equipment

ISX12 320R 320@1800 GOV@2100 1150@1100 1,030

Refuse Service (2013 Emissions) Includes alum flywheel housing. Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.

- N21320 N205 120..Standard Maximum Speed Limit [LSL]
- N21330 N207 0....Expiration Distance
- N21340 P112 120..Hard Maximum Speed Limit
- N21350 P001 64...Maximum Accelerator Pedal Vehicle Speed
- N21360 P110 0....Accelerator Lower Droop
- N21370 P059 64...Maximum Cruise Speed
- N21380 P111 0....Cruise Control Lower Droop
- N21400 N203 252..Reserve Speed Function Reset Distance
- N21410 N202 0....Maximum Cycle Distance
- N21420 N206 10...Maximum Active Distance
- N21430 N201 0....Reserve Speed Limit Offset
- N21440 P015 YES..Engine Protection Shutdown
- N21450 P026 YES..Gear Down Protection
- N21460 P046 1400.Max PTO Speed
- N21470 P062 NO...Cruise Control Auto Resume
- N21480 P068 NO...Auto Engine Brake in Cruise
- N21500 N209 0....Expiration Distance
- N21510 P520 YES..Enable Idle Shutdown Park Brake Set
- N21520 P030 5....Timer Setting
- N21530 P233 YES..Enable Impending Shutdown Warning
- N21540 P234 60...Timer For Impending Shutdown Warning
- N21550 P516 35...Engine Load Threshold
- N21570 P031 NO...Idle Shutdown Manual Override
- N21590 P230 YES..Enable Hot Ambient Automatic Override
- N21610 P172 40...Low Ambient Temperature Threshold
- N21620 P173 60...Intermediate Ambient Temperature Threshold
- N21630 P171 80...High Ambient Temperature Threshold

Engine Idle Shutdown Timer Enabled 0

Enable EIST Ambient Temp Override 0

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Description	Weight
Eff EIST NA Expiration Miles	0
Effective VSL Setting NA	0
CARB Engine Idling Compliance DECLINED By Dealer/Customer	0
PACCAR 160 Amp Alternator, Brushed	0
PACCAR 12V Starter	0
3 PACCAR Premium 12V Dual Purpose Batt 2100 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
Kissling Battery Disconnect Switch Mounted on battery box	3
2-Speed Fan Clutch For Frequent Start/Stops	0
18.7 CFM Air Compressor Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
Omit Engine Brake - ISX12	-77
PACCAR Fuel Filter/Water Separator, Unheated With water in fuel (WIF) sensor. In addition to the fuel filter supplied with the engine.	0
Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 320: 1242 sq in.	0
Stainless Steel Grille	0
Heavy Duty Air Cleaner Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
Exhaust Vertical LH DPF/SCR transverse mounted.	0
Curved Tip Standpipe(s)	0
24in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)	0

Transmission & Equipment

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Description	Weight
Allison 4500 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, TranSynd Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67 / Reverse Ratios: DR-(5.55)	365
1810 Driveline, 1 Midship Bearing Slotted Rubber Mount	75
Allison FuelSense Not Desired	0
Console Mounted Push Button Shifter Allison transmissions	0
Allison RDS Auto Neutral AK Single steer LH or RH. Add Code 4540940 if plumbed to flip valve to actuate service brakes is desired.	0
Allison 6-Speed Configuration, Wide Ratio Gears Allison 4500 Transmission Only	0

Air & Trailer Equipment

Bendix AD-IS EP Air Dryer with Heater Extended Purge (for use with higher air consumption applications). An integrated system air dryer that incorporates the functions of the air dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on dessicant cartridge.	0
Berg Pull Cord Drain Valve(s) - All Air Tanks	0
Nylon Chassis Hose	0
Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
Clear Outside Frame of All Air System Components LH BOC	0
Clear Outside Frame of All Air System Components RH BOC	0
Route Air & Electric Lines To Allow Welding of sub frame to top of frame 8in forward of BOC to EOF	0

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	Description	Weight
Tires & Wheels		
	FF: GY 20ply 425/65R22.5 G296 MSA Diameter = 44.4 inches; SLR = 20.6 inches	50
	RR: GY 16ply 11R22.5 G751 MSA Diameter = 42.0 inches; SLR = 19.6 inches	192
	Code-rear Tire Qty 08	0
	FF: Accur Stl Armor 29806PK 22.5X12.25 PHP10-5 hand holes	76
	RR: Accur Steel Armor 50344PK 22.5X8.25 Heavy Duty, 5 Hand Holes	16
	Code-rear Rim Qty 08	0
Fuel Tanks		
	26in Aluminum 70 Gallon Fuel Tank LH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	11
	Location LH BOC Rear-Most 70 Gallon	0
	Fuel Cooler Required with single fuel tank.	0
	DEF Tank Mounted LH BOC Models 210, 220 and 320 mounted LH cab fender.	0
	Standard DEF To Fuel Ratio 2:1 Or Greater	0
	DEF Tank 520/320	0
Battery Box & Bumper		
	Aluminum Space Saver Battery Box LH Back Of Cab	-11
	Steel Bumper Channel Painted Includes two front tow eyes with pins.	0
Cab & Equipment		
	53in LCF ProBilt Cab RH Drive Use with auto trans. Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, pull down windshield sunshade, 16in steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18in bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.	0

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

Printed:	10/19/2016 10:32:50 AM	Complete	Model Number:	Model 320
Effective Date:	Jul 1, 2016		Quote/DTPO/CO:	Q41427154
Prepared by:	Rudy Mangino Jr		Version Number:	33.20



Description	Weight
4.5 Inch Rubber Flares on Cab and Wheel Well Fenders	0
Sears C2 Driver Seat	0
Sears C2 Passenger Seat	0
Seat Belt Color Orange IPO Standard Black	0
Air Ride Driver	0
Mid Back Driver	0
Fabric Driver	0
Air Ride Passenger	0
Mid Back Passenger	0
Fabric Passenger	0
Gray Interior Color Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover.	0
Adjustable Steering Column - Tilt/Telescope	0
Steering Wheel with Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
Rear Window Back of Cab Standard Tint 18.5in X 54in	0
Two Piece Flat Windshield	0
Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	4
Black LH/RH Dual Plane Mirrors, Heated Motorized, driver-door, pass-frt of cab	2
(1) Air Horn 24.5in Chrome - Round w/Horn Shield	0
ConcertClass w/CD, Bluetooth Phone and Audio Includes AM/FM, WB, USB and MP3.	10
Midlevel Speaker Package For Cab (4) Speakers	6
Radio Mute when Allison Transmission in reverse - requires option 8140690 for M320 only.	0

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

Printed: 10/19/2016 10:32:50 AM
Effective Date: Jul 1, 2016
Prepared by: Rudy Mangino Jr

Complete

Model Number: Model 320
Quote/DTPO/CO: Q41427154
Version Number: 33.20



Description	Weight
SmartLINQ Remote Diagnostics SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. SmartLINQ is standard with MX-13 engines and available on the models 587,579,567,389,367 and 365.	0
Cab Tilt Pump Air Assist	0
Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
Rain Gutters Over Driver and Passenger Doors	8
Triangle Reflector Kit Shipped Loose	13
Backup Alarm (107dB)	3
Main Transmission Oil Temperature Gauge Located in Driver Information Display	0
Air Restriction Indicator Mounted on air cleaner or intake piping.	0
Up To (4) Additional Electric Switches Without wiring	1
Headlights Dual Rectangular Halogen	0
(5) Light Guards On Marker Lights	2
(5) LED Clearance With (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door.	0
None Furnished Stop/Tail/Backup Lights Available with Full Truck only. Not available with Tractor.	0
Daytime Running Lights (Required on Canadian units)	0
Brake Lights Activated by Park Brake Requires Option 7726010	0
Paint	
(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - 748803EB VIPER BLUE EF N85500 CAB ROOF 748803EB VIPER BLUE EF N85200 FRAME N0001EA BLACK N85700 BUMPER N0001EA BLACK	0

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

Printed:	10/19/2016 10:32:50 AM	Complete	Model Number:	Model 320
Effective Date:	Jul 1, 2016		Quote/DTPO/CO:	Q41427154
Prepared by:	Rudy Mangino Jr		Version Number:	33.20



Description	Weight
Axalta Two Stage Effect - Metallic/Pearl Cab/Hood & Sleeper Only	0
Shipping Destination	
Shipping Destination (Specify by narrative attached to option code). In Presentation Information screen add "See Instructions" for the Shipping Destination instead of Dealer code.	0
Options Not Subject To Discount	
Heavy Duty Emissions Surcharge	0
Miscellaneous	
	0
Total Weight	19964

Prices and Specifications Subject to Change Without Notice.

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

Printed:	10/19/2016 10:32:50 AM	Complete	Model Number:	Model 320
Effective Date:	Jul 1, 2016		Quote/DTPO/CO:	Q41427154
Prepared by:	Rudy Mangino Jr		Version Number:	33.20

EQUIPMENT LIST
CITY OF LAKE WORTH
September 13, 2016



Model shown with additional options

Base 31 Yard Sidewinder unit includes the following options:

31 Cubic Yard Body Capacity
Pack On The Go
Multi Cycle Packer
Twin 14.5" x 7" Clean Out Doors
Chrome Cylinder Rods
Side-Access Door to Hopper
Nitro Carbonite Single Hoist Cylinder
Sight Gauge on Reservoir Tank
High Grade Hydraulic Fluid
Reinforced, Frame Mounted Arm – 1,000 lb Lift Capacity
In-Line Heavy Duty Grippers
Sealed Roller Bearings on Packer Follower Panels
Pre-crusher Panel
Hopper Access Ladder
Ergonomic In-Cab Control Panel and Joystick
Positive Automatic Tailgate Lock
Smooth Body Sidewall Design
Acrylic Urethane Enamel Single Color Paint on Body
ARM Powder Coat New Way Safety Yellow
Rear Vision Camera System, Dual Cameras
Back Up Alarm
Body Ajar Alarm
Tailgate Ajar Alarm
Hour Meter
"Arm Stowed" Indicator
LED Body Lights
Halogen Work Lights: 1 in Hopper, 1 Curbside Toward Arm
Strobe Light Package (Mounted Upper Tailgate)
Strobe Light, Surface Mount
10 lb. Fire Extinguisher
Triangle Kit
1 Year Body, Arm & Hydraulic Warranty
2 Year Cylinder Warranty

City of Lake Worth Option Package:

Upgrade to Triple Camera System: Rear, Hopper, Left Side Blind Spot

Back Up Collision Avoidance Sensor

Mid-Body Back Up Lights

Upgrade to 20 lb. Fire Extinguisher

Arm Control Joystick with Buttons

Arm Controls Rocker Switches Under Seat

Arm Cycle Counter

Aluminum Tool Box 18x18x36

Heavy Duty Chains for Standard Arm

Debris Shield for Arm

Clean Out Door Chute Extenders

Reflective Sign: Stay Back 500'

Remote Grease Block Tailgate Cylinders

Front Cylinder Covers

Metallic Paint with Clear Coat on Body

Body Under Coating

Severe Package: 7GA AR450 Hopper Floor & Side Liner, Forward Panel of Body

Side Wall 7GA AR450, Body Floor 7GA AR450 32" into Body, Chromium Overlay
on Packer Guide Rails

5 Year Cylinder Warranty (*All cylinders during the warranty will be rebuilt locally unless
cylinders are beyond rebuild status. All other standard warranty guidelines will apply*)

BID AWARD ANNOUNCEMENT

FSA16-VEH14.0

*Effective Dates:
October 1, 2016 – September 30, 2017*

Cab & Chassis Trucks and Other Fleet Equipment

Cooperative Bid Program

Coordinated By

**The
Florida Sheriffs Association
&
Florida Association of Counties**





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

DATE: October 1, 2016

TO: ALL PROSPECTIVE PARTICIPANTS

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

RE: Bid Number: FSA16-VEH14.0 Cab & Chassis Trucks & Other Fleet Equipment

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 14th statewide competitive bid for vehicles and heavy equipment which includes trucks, backhoes, motorgraders, agriculture type tractors, skid steer loaders, street sweepers, generators, and light towers. This contract is effective beginning October 1, 2016 through September 30, 2017, as long as vehicles are available through fleet.

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

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

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

CONTRACT ORDERING INSTRUCTIONS

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

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. FSA16-VEH14.0**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program. You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).

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

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

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

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

The purchase order should include FSA's Contract Number FSA16-VEH14.0 as well as the specification number, make and model of each item purchased. Please attach the dealer quote when available.

3. **Purchasers must send a copy of the original purchase order sent to the participating dealer in pdf format to: COOP@flsheriffs.org.**

4. Dealers have already included a three-quarter of one percent (.0075) administrative fee in their base pricing and all add options that are listed. Dealers' quotes to purchasers should not include the FSA administrative fee indicated as a separate line item on any purchase order.

No other administrative fee(s) will be applicable to any transaction relative to the contract.

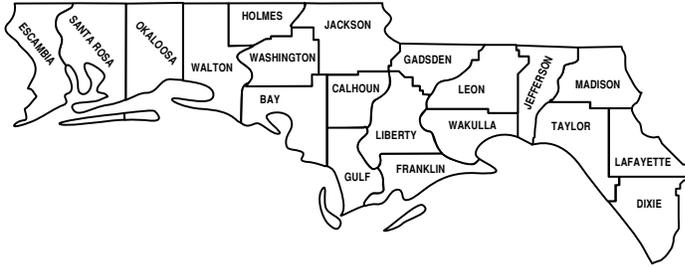
5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association, in writing, regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.
6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific zone. Superscripts will be numbered between 1 and 4, and will correspond as follows:

- | | |
|-------------------------|--------------------------|
| 1 = Western zone dealer | 2 = Northern zone dealer |
| 3 = Central zone dealer | 4 = Southern zone dealer |

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

FSA CONTRACT ZONE MAP

WESTERN



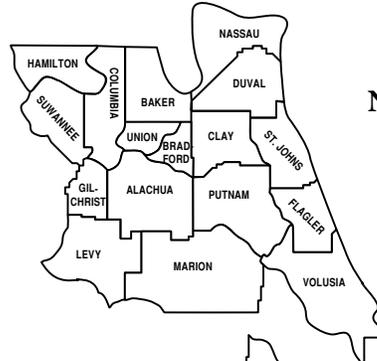
WESTERN

BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

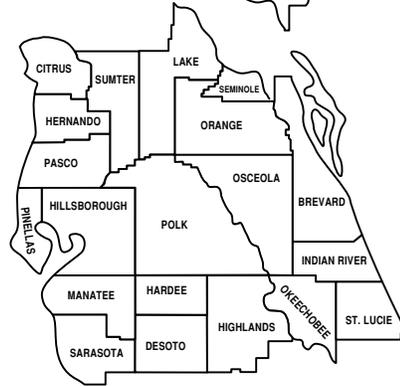
NORTHERN

ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

NORTHERN



CENTRAL



CENTRAL

BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN

BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

SOUTHERN





FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>60,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE REFUSE TRUCK (ONLY) (Specification #15)</u>			
Palmetto Ford	2017 Autocar ACX64	Western	\$142,480.00
Palmetto Ford	2017 Autocar ACX64	Northern	\$143,480.00
Kenworth of Central Florida	2017 Autocar ACX64	Central	\$155,938.00
Palmetto Ford	2017 Autocar ACX64	Southern	\$138,850.00
Container Systems & Equipment Co., Inc.	2017 Crane Carrier LET2	Western	\$174,778.00
Container Systems & Equipment Co., Inc.	2017 Crane Carrier LET2	Northern	\$174,778.00
Container Systems & Equipment Co., Inc.	2017 Crane Carrier LET2	Central	\$174,778.00
Container Systems & Equipment Co., Inc.	2017 Crane Carrier LET2	Southern	\$174,778.00
NEXTRAN TRUCK CENTERS	2017 Mack MR Series	Western	\$139,018.00
NEXTRAN TRUCK CENTERS	2017 Mack MR Series	Northern	\$139,018.00
NEXTRAN TRUCK CENTERS	2017 Mack MR Series	Central	\$139,018.00
NEXTRAN TRUCK CENTERS	2017 Mack MR Series	Southern	\$139,018.00
Rush Truck Center, Tampa	2017 Peterbilt 320 -520	★ Western	\$131,929.00
Rush Truck Center, Tampa	2017 Peterbilt 320 -520	★ Northern	\$131,929.00
Rush Truck Center, Tampa	2017 Peterbilt 320 -520	★ Central	\$131,929.00
Palm Peterbilt Truck Center Inc	2017 Peterbilt 320 -520	★ Southern	\$133,007.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

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

2017 Autocar ACX64
2017 Crane Carrier LET2
2017 Mack MR Series
2017 Peterbilt 320 -520

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted.

1. ENGINE:

- a. 300 HP 6 cylinder diesel engine, manufacturer's 11L minimum

2. TRANSMISSION:

- a. Allison 4500 RDS automatic transmission

3. ENGINE EQUIPMENT:

- a. Alternator – 12 volt 100A
- b. Premium engine hoses
- c. Injection pump – electronic engine control
- d. Radiator – aluminum core, or approved equivalent
- e. Air restriction monitor – intake mounted

4. CAB:

- a. Cab – welded steel galvanized or aluminum shell with rust preventative coating.
- b. Low cab, forward mounted, tilt type.
- c. Floor covering – black rubber mats
- d. Seating – driver air suspension mid back, passenger fixed mid back.
- e. Steering wheel – 18" two spoke
- f. Standard air conditioning and heating

5. FRAME:

- a. Frame – steel construction matched to GVW and mounted body of truck.
- b. Wheelbase – 209"
- c. Front bumper – painted steel
- d. Fuel tank – 70 gallon, minimum
- e. Air dryer – Bendix AD9 heated, or approved equivalent.

6. SAFETY:

- a. Horn – single air trumpet

- b. Mirrors – West Coast to include 7.5" convex mounted to lower mirror bracket.
- c. Brakes – "S" cam type 16.5" x 5" Q + front and 16.5" x 7" Q + rear with anti-lock without automatic traction control, or approved equivalent.
- d. Slack adjusters – Haldex automatic front and rear.
- e. Daytime running lights.
- f. Backup alarm

7. FRONT AXLE:

- a. Front axle – 20,000 lb.
- b. Front wheels – steel 10 hole hub piloted
- c. Front tires – 315/80R/22.5 Goodyear G289
- d. Front hubs – iron, or approved equivalent.
- e. Oil type with synthetic lube

8. REAR AXLE:

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

9. ELECTRICAL:

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

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.



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

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

2017 Peterbilt 320 -520

The Peterbilt 320 -520 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:	\$131,929.00	\$131,929.00	\$131,929.00	\$133,007.00

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

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

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

VEHICLE:	320 -520			
DEALER:	Rush Truck Center, Tampa	Rush Truck Center, Tampa	Rush Truck Center, Tampa	Palm Peterbilt Truck Center Inc
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$131,929.00	\$131,929.00	\$131,929.00	\$133,007.00

Order Code	Delete Options	Western & Northern & Central	Southern
2508409 ¹ 2508409 ²	Engine/transmission - specify <i>PX9 345 HP 1150 Torque</i> ¹ <i>PX9 345 HP</i> ²	\$3,358.00 ¹	\$6,224.00 ²
4052110 ¹ 4502110 ²	Engine/transmission - specify <i>ALLISON 3000 RDS-P</i> ¹ <i>ALLISON 3000 RDS</i> ²	\$10,250.00 ¹	\$8,721.00 ²
1513180 ¹	Engine/transmission - specify <i>SINGLE AXLE OPTION</i> ¹	\$5,875.00 ¹	NA
	Engine/transmission - specify	NA	NA

Order Code	Add Options	Western & Northern & Central	Southern
------------	-------------	------------------------------	----------

Vendor must demonstrate a discount percentage off of the MSRP or Published Price for non-scheduled options and any optional models bid. This discount only applies to a downgrade/upgrade to the model listed within the specification.

2057548 ¹ 2057548 ²	Engine upgrade - specify <i>ISX12 - 350 HP / 1450 Torque</i> ¹ <i>ISX12 350 HP</i> ²	\$2,642.00 ¹	\$1,245.00 ²
2057618 ¹ 2057617 ²	Engine upgrade - specify <i>ISX12 385R 385 HP/1450 LB TORQUE</i> ¹ <i>ISX12 385 HP</i> ²	\$2,850.00 ¹	\$2,928.00 ²
2056315 ¹ 2056315 ²	Engine upgrade - specify <i>ISLG 320 HP/1000LB Torque (fuel system not included)</i> ¹ <i>ISL-G-320 HP</i> ²	\$4,567.00 ¹	\$16,401.00 ²
2057560 ¹ 2057434 ²	Engine upgrade - specify <i>ISX12G 350R 350HP/1450 LB TORQUE (FUEL SYSTEM NOT INCLUDED)</i> ¹ <i>ISX12-G 330 HP</i> ²	\$23,504.00 ¹	\$36,190.00 ²
2057741 ¹	Engine upgrade - specify <i>ISX12 400V HP/1650 LB TORQUE</i> ¹	\$3,875.00 ¹	NA
4256950 ¹	Transmission upgrade - specify <i>Retarder for Allison RDS Series Transmission</i> ¹	\$8,523.00 ¹	NA
2539090 ¹	Transmission upgrade - specify <i>Battery disconnect switch</i> ¹	\$345.00 ¹	NA
2812020 ¹	Transmission upgrade - specify <i>C-Brake By Jacobs</i> ¹	\$2,750.00 ¹	NA

VEHICLE:	320 -520			
DEALER:	Rush Truck Center, Tampa	Rush Truck Center, Tampa	Rush Truck Center, Tampa	Palm Peterbilt Truck Center Inc
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$131,929.00	\$131,929.00	\$131,929.00	\$133,007.00

2521320 ¹	Transmission upgrade - specify <i>Thermal wrap for ISL-G / ISX12-G Exhaust Piping</i> ¹	\$1,152.00 ¹	NA
Unpublished / Options ¹	Transmission upgrade - specify <i>Other unpublished options available 10% off list see dealer.</i> ¹	\$0.00 ¹	NA
1523340/1824240 ¹ 5032580/5210570 ²	GVWR upgrade - specify <i>66,000 GVWR - 46K Dana or Meritor W/Haulmaxx HMX460 46K Hendrickson</i> ¹ <i>FRONT TIRES 425/65 80R22.5</i> ²	\$2,973.00 ¹	\$987.00 ²
1821400 ¹	64,000 lb. GVW package <i>Peterbilt Air Trac 44K 54in Axle Spacing</i> ¹	\$523.00 ¹	Incl.
1680460/1680470 ¹ 1921470 ²	GVWR upgrade - specify <i>Heavy Wall Axles / Lube Pump Pkg.</i> ¹ <i>SHOCK ABSORBERS FOR HMX SUSPENSION</i> ²	\$585.00 ¹	\$427.00 ²
1532080 ¹	GVWR upgrade - specify <i>Dana/Meritor 69k Tri-Drive</i> ¹	\$16,023.00 ¹	NA
1680380 ¹	GVWR upgrade - specify <i>Telma Retarder, Focal Point Axle Mounted</i> ¹	\$14,850.00 ¹	NA
6122810/6132400 ¹	GVWR upgrade - specify <i>Steel Bumper Swept Back Painted / Notched Top Flange of Bumper</i> ¹ <i>available see dealer for price</i> ²	\$125.00 ¹	\$0.00 ²
	Hybrid option <i>see dealer</i> ¹ <i>SEE DEALER CNG</i> ²	\$0.00 ¹	\$0.00 ²
	Bi-fuel model - specify <i>see dealer</i> ¹	\$0.00 ¹	Std
	CNG prep - specify <i>STANDARD WITH CNG</i> ²	Incl.	Std ²
Momentum ¹	CNG conversion (discuss with dealer) <i>Momentum Fuel Technologies 90 DGE Rail Mounted Tanks includes FMM, Methane Detection, Front Bumper fill 80 DGE Deduct -1,191.03 60 DGE Deduct -2,641.03 behind cab and roof mount available see dealer for specs and pricing.</i> ¹ <i>SEE DEALER</i> ²	\$39,993.00 ¹	NA ²
	LPG conversion (discuss with dealer) <i>AVABILE SEE DEALER</i> ¹ <i>AVAILABLE SEE DEALER</i> ²	\$0.00 ¹	\$0.00 ²
	Nitrogen filled tires including spare tire	NA	NA
0601500 ¹	Double Frame: full steel insert	\$768.00 ¹	Std
1011360 ²	Front Axle - specify <i>20,000 LB</i> ¹ <i>20,000 LBS</i> ²	Std ¹	Incl. ²
1523340 ¹ 1523340 ²	Rear Axle - specify <i>Dana / Meritor 46K Rear Axle</i> ¹ <i>46,000 LBS</i> ²	\$2,038.00 ¹	Incl. ²

VEHICLE:	320 -520			
DEALER:	Rush Truck Center, Tampa	Rush Truck Center, Tampa	Rush Truck Center, Tampa	Palm Peterbilt Truck Center Inc
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$131,929.00	\$131,929.00	\$131,929.00	\$133,007.00

1827420 ¹ 1824240 ²	Rear Suspension - specify <i>Chalmers 854 46K¹</i> <i>HENDERICKSON HAULMAAX HMX460²</i>	\$2,750.00 ¹	Incl. ²
1831010 ¹ 1822180 ²	Rear Suspension - specify <i>Air Trac 66K Tri-Drive¹</i> <i>RT 463²</i>	\$4,950.00 ¹	NC ²
1604150 ¹ 1601495 ²	Rigid Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels <i>HENDRICKSON 20,000 LB¹</i> <i>11R-22.5 TIRES WITH STEEL WHEELS²</i>	\$13,850.00 ¹	\$13,074.00 ²
1603470 ¹ 1604195 ²	Steerable Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels <i>WATSON CHALIN 20,000 LB¹</i> <i>11R-22.5 TIRES WITH STEEL WHEELS²</i>	\$15,230.00 ¹	\$16,953.00 ²
0620160 ¹	Front Engine PTO Provision (FEPTO)	\$681.00 ¹	Incl.
6501090 ¹ 6501090 ²	LCF with right hand steering	\$1,325.00 ¹	\$1,326.00 ²
0005201 ¹ 650000 ²	LCF with dual steering <i>AVAILABLE SEE DEALER²</i>	\$4,523.00 ¹	\$0.00 ²
6500000 ²	LCF Low Profile with left hand steering <i>AVAILABLE SEE DEALER²</i>	Std	\$0.00 ²
6500000 ²	LCF Low Profile with dual steering <i>See Dealer for pricing and availability¹</i> <i>MODE CHANGES 520²</i>	\$0.00 ¹	\$9,399.00 ²
6501020 ¹ 6501100 ²	LCF Low Profile with dual steering & right hand stand up	\$8,833.00 ¹	\$9,898.00 ²
1672630 ¹ 1672630 ²	Driver controlled differential lock <i>Diff Lock Both Axles¹</i>	\$1,950.00 ¹	\$2,048.00 ²
0BC201208212211 ¹	Refuse body - state model bid and description <i>McNeilus Model 3148: ZR Zero Radius ASL 31 yard OPTIONAL 12' ARM ADD - \$5,100.00</i> <i>75DGE CNG BEHIND THE CAB OR ROOFTOP ADD \$35,000.00¹</i> <i>HEIL DURA-PACK 5000 20-25 YDS REAR LOADER SEE DEALER²</i>	\$119,959.00 ¹	\$68,194.00 ²
0BC201208212127 ¹	Optional mounted body - specify <i>McNeilus Model 3216: 3.5HD 32 yd Rear Loader, 2516 25 yd Deduct -\$1,152.00 75DGE CNG MOUNTED BEHIND CAB ADD \$35,000.00¹</i> <i>HEIL SIDE LOADER DURO-PACK PYTHON 28-31 YDS SEE DEALER FOR DETAIL SPECS²</i>	\$67,274.00 ¹	\$117,244.00 ²
0BC201608091835 ¹	Optional mounted body - specify <i>McNeilus Model 4078: Meridian 40 yd Front Loader (FE), McNeilus Model 4029: Atlantic 40 yd Front Loader (FE) Deduct -\$4,871.00 75DGE TAILGATE CNG ADD - \$39,000.00¹</i> <i>HEIL FRONT LOADER HALF / PACK 28 YDS SEE DEALER FOR DETAIL SPECS²</i>	\$108,020.00 ¹	\$103,294.00 ²
0BC201208212143 ¹	Optional mounted body - specify <i>McNeilus Model 2849: Autoreach Gen II ASL 28 yard 75DGE CNG BEHIND THE CAB OR ROOFTOP ADD \$35,000.00¹</i> <i>HEIL KWIKLIFT 24' ROLL/OFF SEE DEALER FOR DETAIL SPECS²</i>	\$105,565.00 ¹	\$51,946.00 ²

VEHICLE:	320 -520			
DEALER:	Rush Truck Center, Tampa	Rush Truck Center, Tampa	Rush Truck Center, Tampa	Palm Peterbilt Truck Center Inc
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$131,929.00	\$131,929.00	\$131,929.00	\$133,007.00

HEIL ¹	Optional mounted body - specify <i>Heil Dura-Pack RR or Python Automated Side loader Deduct -\$ 6,000.00 for Python, see dealer for Multipack body specs and pricing CNG Tailgate mounted 75DGE Fueling System \$38, '451.25</i> ¹ <i>CURROTO CAN ONLY SEE DEALER FOR INSALATION ON YOUR BODY SEE DEALER FOR DETAIL SPECS²</i>	\$115,375.00 ¹	\$28,699.00 ²
HEIL ¹	Optional mounted body - specify <i>Heil Half Pack Front Loader 28yd W/12yd. Hopper Half/Pack Odyssey Commercial W/Curotto integration Pkg. Add \$15,000.00 Curotto Can Assembly Add \$26,913.00 CNG Tailgate mounted 75DGE Fueling System add \$38, '451.25, 10. Installation of Backup System and Camera system ADD \$1,250.0011. Bi-Line Fall Restraint System ADD \$3,000.0012. Body side backing assist lights with in-cab switch – ADD \$ 450.0013. Peterson Smart Light strobes ADD \$ 550.00 14. Washout tank ADD \$1,850.00</i> ¹ <i>AUTO LUBE SYSTEM SEE DEALER FOR DETAIL SPECS SEE DEALER FOR DETAIL SPECS²</i>	\$101,525.00 ¹	\$7,193.00 ²
HEIL ¹	Optional mounted body - specify <i>Dura-Pack 5000 25yd Rear Loader</i> ¹ <i>MC NEILUS MODEL 2516 25 YD REAR LOADER SEE DEALER FOR DETAIL SPECS²</i>	\$65,154.00 ¹	\$67,888.00 ²
HEIL ¹	Optional mounted body - specify <i>KwikLift 24' Roll Off. Add \$3,750.00 for low-lift option</i> ¹ <i>MC NEILUS 3216 HD 32 YD REAR LOADEE SEE DEALER FOR DETAIL SPECS²</i>	\$50,560.00 ¹	\$69,049.00 ²
HEIL ¹	Optional mounted body - specify <i>Heil FEL option Pkg. 1. Custom Paint ADD \$ 350.00 2. Clearcoat Finish ADD \$1,400.00 3. Custom-Freedom Air Aluminum Cab Shield ADD \$4,350.00 4. Custom- 3/16" 100K Body Sides and Roof ADD \$3,250.00 5. Infinity Series Packing Cylinders w/Steel Scrapers ADD \$2,700.00 6. Jomarr Automated Fire Suppression System ADD \$4,325.00 7. Lubecore Automatic Grease System ADD \$4,243.00 8. Preco Backup System ADD \$2,248.00 9. Zone Defense Camera System with Event Camera ADD \$1,400.00 1:</i> ¹ <i>MC NEILUS 4029 ATLANTIC FRONT LOADER 40 YD SEE DEALER FOR DETAIL SPECS²</i>	\$0.00 ¹	\$105,193.00 ²
WEP ¹	Optional mounted body - specify <i>E-Z Pack FEL Commercial Package, E-Z Pack FEL Curotto-Can Ready Package Add \$11,715.00 ASL & FRONT LOADER TAILGATE INTEGRATED CNG TANKS WITH 75 DGE Add \$47,445.00</i> ¹ <i>MCNEILUS 4078 MERIDIAN 40 YD FRONT LOADER SEE DEALER FOR DETAIL SPECS²</i>	\$107,507.00 ¹	\$110,296.00 ²
WEP ¹	Optional mounted body - specify <i>E-Z Pack G400-25 REL, E-Z Pack G300C-25 REL Deduct -\$6,546.00</i> ¹ <i>MC NEILUS MODEL 3148 ZR ZERO RADIUS AUTOMATED SIDE LOADER SEE DEALER FOR DETAIL SPECS²</i>	\$77,282.00 ¹	\$122,129.00 ²
WEP ¹	Optional mounted body - specify <i>E-Z Pack ASL-27</i> ¹ <i>MC NEILUS MODEL 2849 AUTO REACH ASL 28 YDS SEE DEALER FOR DETAIL SPECS²</i>	\$129,263.00 ¹	\$107,627.00 ²
SSES ¹	Optional mounted body - specify <i>New Way Sidewinder 31YD Side Loader Refuse Body, 75 DGE Tailgate mounted CNG System with Front Bumper Fill Add \$41,732.00</i> ¹ <i>NEW WAY MAMMOTH 40 YD FRONT LOADER SEE SEALER FOR DETAIL SPECS²</i>	\$113,525.00 ¹	\$88,515.00 ²
SSES ¹	Optional mounted body - specify <i>New Way Mammoth 40YD Front Loader Refuse Body, 75 DGE Tailgate mounted CNG System with Front Bumper Fill Add \$41,732.00</i> ¹ <i>NEW WAY SIDEWINDER 31 YD SIDE LOADER SEE DEALER FOR DETAIL SPECS²</i>	\$86,856.00 ¹	\$115,888.00 ²

VEHICLE:	320 -520			
DEALER:	Rush Truck Center, Tampa	Rush Truck Center, Tampa	Rush Truck Center, Tampa	Palm Peterbilt Truck Center Inc
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$131,929.00	\$131,929.00	\$131,929.00	\$133,007.00

SSES ¹	Optional mounted body - specify <i>New Way King Cobra 25RL Rear Loader Refuse Body, New Way Cobra Magnum 25RL Rear Loader Refuse Body Deduct -\$3,196.00</i> ¹ <i>NEW WAY KING COBRA 25 YD REAR LOADER SEE DEALER FOR DETAIL SPECS</i> ²	\$65,729.00 ¹	\$67,733.00 ²
WEP ¹	Optional mounted body - specify <i>Galbreath U5-OR-174 60K Hoist</i> ¹ <i>SEE DEALER FOR DETAIL SPECS</i> ²	\$44,659.00 ¹	\$0.00 ²
Containter Systems ¹	Optional equipment - specify <i>Scorpion ASL 27yd, 20yd Deduct -\$1,500.00, 30yd Add \$2,000.00, 33yd Add \$2,500.00.</i> ¹ <i>G-S- PRODUCTS COLLECTSTAR CS8129A 29 YD SIDE LOADER SEE DEALER FOR DETAIL SPECS</i> ²	\$118,837.00 ¹	\$115,950.00 ²
Wastebuilt ¹	Optional equipment - specify <i>40yd WITTKÉ SUPERDUTY</i> ¹ <i>BRIDGEPORT RANGER 32 CU YARD SIDE LOADER SEE DEALER FOR DETAIL SPECS</i> ²	\$93,806.56 ¹	\$146,420.00 ²
Wastebuilt ¹	Optional equipment - specify <i>31yd AUTOMIZER RIGHT-HAND, 29yd body deduct -\$618.24</i> ¹ <i>BRIDGEPORT FRONTIER FRONT LOADER 40 CU YARD SEE DEALER FOR DETAIL SPECS</i> ²	\$106,726.88 ¹	\$100,914.00 ²
Wastebuilt ¹	Optional equipment - specify <i>29yd LEACH 2 R-III, 25yd body Deduct -\$1,765.12</i> ¹ <i>LEACH-2-R-III 29 CUBIC YARDS REAR LOADER SEE DEALER FOR DETAIL SPECS</i> ²	\$55,708.64 ¹	\$56,126.00 ²
Wastebuilt ¹	Optional equipment - specify <i>Galfab 60K OUTSIDE RAIL ROLL-OFF HST, Tarp System O'Brian or Pioneer Add \$9,950.00</i> ¹ <i>LABRIA OMIZER RIGHT HAND SIDE LOADER 29 CU YD</i> ²	\$30,733.45 ¹	\$107,912.00 ²
Wastebuilt ¹	Optional equipment - specify <i>31yd EXPERT HELPING HAND</i> ¹ <i>WITTKÉ FRONT LOADER 40 YD</i> ²	\$129,763.04 ¹	\$95,518.00 ²
Ring Power ¹	Optional equipment - specify <i>Palfinger T-50 Hooklift System / Pioneer SARG Tarp</i> ¹ <i>E-Z PACK FRONT LOADER HERCULES 40 YD AVABLE SEE DEALER FOR PRICE</i> ²	\$54,500.00 ¹	\$105,265.00 ²
Ring Power ¹	Optional equipment - specify <i>AMERICAN ROLL-OFF MODEL ART-60-22 / Above Frame</i> ¹ <i>E-Z PACK GOLIATH G 300C 2 CU D REAR LOADER AVABLE SEE DEALER FOR PRICE</i> ²	\$48,500.00 ¹	\$72,274.00 ²
Contatiner Systems ¹	Optional equipment - specify <i>Wayne Curbtender ASL 27yd, Auto Lube System Add \$3,300.00 16,18 or 20yd Body Deduct -\$1,200.00, 31yd Body Add \$1,700.00</i> ¹ <i>E-Z PACK GOLIATH G 400 25 YD REAR LOADER AVABLE SEE DEALER FOR PRICE</i> ²	\$114,409.00 ¹	\$78,839.00 ²
Contatiner Systems ¹	Optional equipment - specify <i>Loadmaster ECLIPSE 28 yd to 34 yd bodies</i> ¹ <i>LOADMASTER ECLIPSE AUTOMATED SIDE LOADER 31 YDS</i> ²	\$106,366.00 ¹	\$106,342.00 ²
Contatiner Systems ¹	Optional equipment - specify <i>G-S Products COLLECTSTAR 20 yd & 33 yd. bodies add \$3,623.00 for 33yd, Deduct -\$8,455.00 for 20yd.</i> ¹ <i>WAYNE CONTENDER ASL 27 CU YD</i> ²	\$115,171.00 ¹	\$115,416.00 ²

VEHICLE:	320 -520			
DEALER:	Rush Truck Center, Tampa	Rush Truck Center, Tampa	Rush Truck Center, Tampa	Palm Peterbilt Truck Center Inc
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$131,929.00	\$131,929.00	\$131,929.00	\$133,007.00

WEP ¹	Optional equipment - specify <i>Amrep 36yd Hardox Elliptical ASL¹</i> <i>MARTINS HALF PACK FRONT LOADER 40 YD²</i>	\$101,341.25 ¹	\$115,559.00 ²
WEP ¹	Optional equipment - specify <i>Amrep 40yd FEL¹</i> <i>WAYNE TITAN FRONT LOADER 40 YD²</i>	\$96,375.35 ¹	\$95,036.00 ²
WEP ¹	Optional equipment - specify <i>Amrep 36yd Hardox MSL¹</i>	\$88,395.35 ¹	NA
WEP ¹	Optional equipment - specify <i>Amrep 60k Roll-off with Pioneer SARG Tarp¹</i>	\$39,606.88 ¹	NA
	Temporary tag <i>SEE DEALER FOR DETAIL²</i>	Incl.	NA ²
	Transfer existing registration (must provide tag number) <i>SEE DEALER FOR DETAIL²</i>	\$150.00	NA ²
	New state tag (specify state, county, city, sheriff, etc.) <i>SEE DEALER FOR DETAIL²</i>	\$175.00	NA ²
	Maintenance Plan - specify <i>Mobile Service - See Dealer¹</i> <i>SEE DEALER FOR DETAIL SPECS²</i>	\$0.00 ¹	\$0.00 ²
	Maintenance Plan - specify <i>See Dealer¹</i> <i>SEE DEALER FOR DETAIL SPECS²</i>	\$0.00 ¹	\$0.00 ²
	Maintenance Plan - specify <i>See Dealer¹</i> <i>SEE DEALER FOR DETAIL SPECS²</i>	\$0.00 ¹	\$0.00 ²
9402783 ¹	Warranty - specify <i>Cummins ISL-G Protection Plan 1 5yr./150K¹</i> <i>SEE DEALER FOR DETAIL SPECS²</i>	\$3,400.00 ¹	\$0.00 ²
9402659 ¹	Warranty - specify <i>Cummins ISX-12G Protection Plan 1 5yr./150K¹</i> <i>SEE DEALER FOR DETAIL SPECS²</i>	\$2,950.00 ¹	\$0.00 ²
9404000 ¹	Warranty - specify <i>PACCAR MX Comprehensive Coverage 5/100¹</i> <i>SEE DEALER FOR DETAIL SPECS²</i>	\$1,910.00 ¹	\$0.00 ²
9401704 ¹	Diesel Warranty - specify <i>Basic Vehicle 2/200k¹</i> <i>SEE DEALER FOR DETAIL SPECS²</i>	\$1,265.00 ¹	\$0.00 ²
9402705 ¹	Diesel Warranty - specify <i>Cummins ISX Protection Plan 1 5yr./200K¹</i> <i>SEE DEALER FOR DETAIL SPECS²</i>	\$1,505.00 ¹	\$0.00 ²
9402534 ¹	Diesel Warranty - specify <i>Paacar PX-9 Protection Plan 1 5yr./150¹</i> <i>SEE DEALER FOR DETAIL SPECS²</i>	\$2,700.00 ¹	\$0.00 ²



AGENDA DATE: November 1, 2016, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Purchase Order with Lou Bachrodt Freightliner for a Petersen RS3 Grapple Loader Refuse Truck

SUMMARY:

The Purchase Order provides for the purchase of a Petersen RS3 Grapple Loader Refuse Truck through the Florida Sheriff's Cooperative Purchase Agreement at a cost not to exceed \$151,000.

BACKGROUND AND JUSTIFICATION:

The City's Refuse Division is actively engaged in the collection and disposal of municipal and commercial solid waste, recycling and vegetation. The purchase of the grapple truck will replace existing equipment that is beyond its useful life and too costly to maintain by the City.

MOTION:

I move to approve/deny a Purchase Order with Lou Bachrodt Freightliner at a cost not to exceed \$151,000.

ATTACHMENT(S):

Fiscal Impact Analysis
Freightliner Grapple Truck proposal
Florida Sheriff's Association - Bid Spec #12

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	151,000	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	151,000	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
410-5081-534-64-30	Machinery and Equipment / Vehicles	545,000	RF1601	272,000*	-151,000	121,000.00

*after purchase of Agenda Item 9D – Purchase of automated side loader refuse truck

C. Department Fiscal Review: _JB_

L A K E W O R T H C I T Y O F
P E T E R S E N R S 3 L O A D E R
Q U O T A T I O N

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
CUM ISB 6.7-250 250 HP @ 2300 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM	12,000# MONO TAPERLEAF FRONT SUSPENSION
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE	4050MM (159 INCH) WHEELBASE
23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
	1600MM (63 INCH) REAR FRAME OVERHANG

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	\$
EXTENDED WARRANTY		\$	\$
DEALER INSTALLED OPTIONS		\$	\$
CUSTOMER PRICE BEFORE TAX		\$	\$

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	\$
TAXES AND FEES	\$	\$
OTHER CHARGES	\$	\$

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	150,851	\$	150,851
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COMMENTS: Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL: Please indicate your acceptance of this quotation by signing below: Customer:

X _____ Date: ___ / ___ / ___.



2016 FLORIDA SHERIFFS
CONTRACT SPEC 12 15-13-0904
LOU BACHRODT FREIGHTLINER
LOW BID ON THIS SPEC.

Prepared by:
Drew Ellison
LOU BACHRODT FREIGHTLINER
2840 CENTER PORT CIRCLE
POMPANO BEACH, FL 33064
Phone: 407-886-6704

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

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

Description
<p>Price Level</p> <p>M2 PRL-10M (EFF:02/11/15)</p>
<p>Data Version</p> <p>SPECPRO21 DATA RELEASE VER 020</p>
<p>Vehicle Configuration</p> <p>M2 106 CONVENTIONAL CHASSIS 2017 MODEL YEAR SPECIFIED SET BACK AXLE - TRUCK STRAIGHT TRUCK PROVISION LH PRIMARY STEERING LOCATION</p>
<p>General Service</p> <p>TRUCK CONFIGURATION DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES) PICKUP AND DELIVERY/SHORT HAUL SERVICE GOVERNMENT BUSINESS SEGMENT FIXED LOAD COMMODITY TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS MAXIMUM 8% EXPECTED GRADE SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE MEDIUM TRUCK WARRANTY EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 31000.0 lbs</p>
<p>Truck Service</p>



Description

FLATBED/PLATFORM/STAKE BODY
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE
FRAME "XX" INCHES : 32.0 in

Engine

CUM ISB 6.7-250 250 HP @ 2300 RPM, 2600 GOV,
660 LB/FT @ 1600 RPM

Electronic Parameters

75 MPH ROAD SPEED LIMIT
CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
PTO MODE ENGINE RPM LIMIT - 1100 RPM
PTO RPM WITH CRUISE SET SWITCH - 700 RPM
PTO RPM WITH CRUISE RESUME SWITCH - 800
RPM
PTO MODE CANCEL VEHICLE SPEED - 5 MPH
PTO GOVERNOR RAMP RATE - 250 RPM PER
SECOND
ONE REMOTE PTO SPEED
REMOTE PTO SPEED 1 SETTING - 900 RPM
PTO MINIMUM RPM - 700
REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

2016 ONBOARD DIAGNOSTICS/2010
EPA/CARB/GHG14
NO 2008 CARB EMISSION CERTIFICATION
STANDARD OIL PAN
ENGINE MOUNTED OIL CHECK AND FILL
ONE PIECE VALVE COVER
SIDE OF HOOD AIR INTAKE WITH FIREWALL
MOUNTED DONALDSON AIR CLEANER
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD
ALTERNATOR WITH REMOTE BATTERY VOLT
SENSE
(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT
MAINTENANCE FREE 2250 CCA THREADED
STUD BATTERIES
BATTERY BOX FRAME MOUNTED
STANDARD BATTERY JUMPERS
SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE UNDER CAB

Description

WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
POSITIVE LOAD DISCONNECT WITH CAB
MOUNTED CONTROL SWITCH MOUNTED
OUTBOARD DRIVER SEAT
CUMMINS TURBOCHARGED 18.7 CFM AIR
COMPRESSOR WITH INTERNAL SAFETY VALVE
STANDARD MECHANICAL AIR COMPRESSOR
GOVERNOR
AIR COMPRESSOR DISCHARGE LINE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM
RH OUTBOARD UNDER STEP MOUNTED
HORIZONTAL AFTERTREATMENT SYSTEM
ASSEMBLY WITH RH HORIZONTAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD REGENERATION
AND DASH MOUNTED REGENERATION
REQUEST SWITCH
STANDARD EXHAUST SYSTEM LENGTH
RH STANDARD HORIZONTAL TAILPIPE
6 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
LH MEDIUM DUTY STANDARD DIESEL EXHAUST
FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID PUMP
MOUNTING
STANDARD DIESEL EXHAUST FLUID TANK CAP
HORTON HT650 FRONTAL AIR ON/OFF ENGINE
FAN CLUTCH
AUTOMATIC FAN CONTROL WITHOUT DASH
SWITCH, NON ENGINE MOUNTED
CUMMINS SPIN ON FUEL FILTER
FULL FLOW OIL FILTER
950 SQUARE INCH ALUMINUM RADIATOR
ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-
CHARGED SCA HEAVY DUTY COOLANT
GATES BLUE STRIPE COOLANT HOSES OR
EQUIVALENT
CONSTANT TENSION HOSE CLAMPS FOR
COOLANT HOSES
RADIATOR DRAIN VALVE

Description

LOWER RADIATOR GUARD
ALUMINUM FLYWHEEL HOUSING
ELECTRIC GRID AIR INTAKE WARMER
DELCO 12V 29MT STARTER WITH INTEGRATED
MAGNETIC SWITCH

Transmission

ALLISON 3000 RDS AUTOMATIC TRANSMISSION
WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 180 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODEL RDS
ALLISON VOCATIONAL RATING FOR ON/OFF
HIGHWAY APPLICATIONS AVAILABLE WITH ALL
PRODUCT FAMILIES
PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
NEUTRAL AT STOP - DISABLED, FUELSENSE -
DISABLED
DRIVER SWITCH INPUT - DEFAULT - NO
SWITCHES
ELECTRONIC TRANSMISSION CUSTOMER
ACCESS CONNECTOR FIREWALL MOUNTED
CUSTOMER INSTALLED CHELSEA 277 SERIES
PTO
PTO MOUNTING, LH SIDE OF MAIN
TRANSMISSION
MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION DRAIN, AXLE(S) FILL AND
DRAIN
PUSH BUTTON ELECTRONIC SHIFT CONTROL,
DASH MOUNTED
TRANSMISSION PROGNOSTICS - ENABLED 2013
WATER TO OIL TRANSMISSION COOLER, IN
RADIATOR END TANK
TRANSMISSION OIL CHECK AND FILL WITH
ELECTRONIC OIL LEVEL CHECK
SYNTHETIC TRANSMISSION FLUID (TES-295
COMPLIANT)

Description

Front Axle and Equipment

DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74
DROP SINGLE FRONT AXLE
MERITOR 15X4 Q+ CAM FRONT BRAKES
NON-ASBESTOS FRONT BRAKE LINING
CONMET CAST IRON FRONT BRAKE DRUMS
FRONT BRAKE DUST SHIELDS
SKF SCOTSEAL PLUS XL FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
MERITOR AUTOMATIC FRONT SLACK
ADJUSTERS
TRW THP-60 POWER STEERING
POWER STEERING PUMP
2 QUART SEE THROUGH POWER STEERING
RESERVOIR
SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

12,000# MONO TAPERLEAF FRONT
SUSPENSION
MAINTENANCE FREE RUBBER BUSHINGS -
FRONT SUSPENSION
NO FRONT SUSPENSION SPRING BRACKET
OPTIONS
FRONT SHOCK ABSORBERS

Rear Axle and Equipment

DETROIT DA-RS-21.0-4 21,000# R-SERIES
SINGLE REAR AXLE
5.56 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD
AXLE HOUSING
MXL 17T MERITOR EXTENDED LUBE MAIN
DRIVELINE WITH HALF ROUND YOKES
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS REAR BRAKE LINING
BRAKE CAMS AND CHAMBERS ON FORWARD
SIDE OF DRIVE AXLE(S)

Description

CONMET CAST IRON REAR BRAKE DRUMS
REAR BRAKE DUST SHIELDS
SKF SCOTSEAL PLUS XL REAR OIL SEALS
HALDEX GOLDSEAL LONGSTROKE 1-DRIVE
AXLE SPRING PARKING CHAMBERS
MERITOR AUTOMATIC REAR SLACK
ADJUSTERS
SYNTHETIC 75W-90 REAR AXLE LUBE

Rear Suspension

23,000# 52 INCH VARIABLE RATE MULTI-LEAF
SPRING REAR SUSPENSION WITH LEAF
SPRING HELPER
SPRING SUSPENSION - NO AXLE SPACERS
STANDARD AXLE SEATS IN AXLE CLAMP
GROUP

Brake System

AIR BRAKE PACKAGE
WABCO 4S/4M ABS WITHOUT TRACTION
CONTROL
REINFORCED NYLON, FABRIC BRAID AND WIRE
BRAID CHASSIS AIR LINES
FIBER BRAID PARKING BRAKE HOSE
STANDARD BRAKE SYSTEM VALVES
STANDARD AIR SYSTEM PRESSURE
PROTECTION SYSTEM
STD U.S. FRONT BRAKE VALVE
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
NO REAR PROPORTIONING VALVE
BW AD-9 BRAKE LINE AIR DRYER WITH HEATER
AIR DRYER MOUNTED UNDER HOOD
STEEL AIR BRAKE RESERVOIRS
PULL CABLE ON WET TANK, PETCOCK DRAIN
VALVES ON ALL OTHER AIR TANKS

Trailer Connections

UPGRADED CHASSIS MULTIPLEXING UNIT
UPGRADED BULKHEAD MULTIPLEXING UNIT

Wheelbase & Frame

4050MM (159 INCH) WHEELBASE

Description

11/32X3-1/2X10-3/16 INCH STEEL FRAME
 (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
 1600MM (63 INCH) REAR FRAME OVERHANG
 FRAME OVERHANG RANGE: 61 INCH TO 70
 INCH
 CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
 93.45 in
 CALCULATED EFFECTIVE BACK OF CAB TO
 REAR SUSPENSION C/L (CA) : 90.45 in
 CALC'D FRAME LENGTH - OVERALL : 251.39
 CALC'D SPACE AVAILABLE FOR DECKPLATE :
 93.45 in
 CALCULATED FRAME SPACE LH SIDE : 116.64
 in
 CALCULATED FRAME SPACE RH SIDE : 102.51
 in
 SQUARE END OF FRAME
 FRONT CLOSING CROSSMEMBER
 STANDARD WEIGHT ENGINE CROSSMEMBER
 STANDARD MIDSHIP #1 CROSSMEMBER(S)
 STANDARD REARMOST CROSSMEMBER
 STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

THREE-PIECE 14 INCH STEEL CENTER BUMPER
 WITH FLEXIBLE PLASTIC ENDS
 FRONT TOW HOOKS - FRAME MOUNTED
 BUMPER MOUNTING FOR SINGLE LICENSE
 PLATE
 FENDER AND FRONT OF HOOD MOUNTED
 FRONT MUDFLAPS
 GRADE 8 THREADED HEX HEADED FRAME
 FASTENERS

Fuel Tanks

50 GALLON/189 LITER SHORT RECTANGULAR
 ALUMINUM FUEL TANK - LH
 RECTANGULAR FUEL TANK(S)
 PLAIN ALUMINUM/PAINTED STEEL
 FUEL/HYDRAULIC TANK(S) WITH PAINTED
 BANDS
 FUEL TANK(S) FORWARD
 PLAIN STEP FINISH



Description

FUEL TANK CAP(S)
ALLIANCE FUEL FILTER/WATER SEPARATOR
WITH PRIMER PUMP
EQUIFLO INBOARD FUEL SYSTEM
HIGH TEMPERATURE REINFORCED NYLON
FUEL LINE

Tires

HANKOOK AL11 11R22.5 14 PLY RADIAL FRONT
TIRES
HANKOOK DL11 11R22.5 14 PLY RADIAL REAR
TIRES

Hubs

CONMET PRESET PLUS IRON FRONT HUBS
CONMET PRESET PLUS IRON REAR HUBS

Wheels

ACCURIDE 50487 ACCU-LITE 22.5X8.25 10-HUB
PILOT 6.16 INSET 5-HAND STEEL DISC FRONT
WHEELS
ACCURIDE 50487 ACCU-LITE 22.5X8.25 10-HUB
PILOT 5-HAND STEEL DISC REAR WHEELS
FRONT WHEEL MOUNTING NUTS
REAR WHEEL MOUNTING NUTS

Cab Exterior

106 INCH BBC FLAT ROOF ALUMINUM
CONVENTIONAL CAB
LEAF SPRING REAR CAB SUSPENSION
LH AND RH GRAB HANDLES
PAINTED PLASTIC GRILLE
ARGENT SILVER HOOD MOUNTED AIR INTAKE
GRILLE
FIBERGLASS HOOD
SINGLE 14 INCH ROUND HADLEY AIR HORN
UNDER LH DECK
SINGLE ELECTRIC HORN
SINGLE HORN SHIELD
DOOR LOCKS AND IGNITION SWITCH KEYED
THE SAME WITH (4) KEYS
REAR LICENSE PLATE MOUNT END OF FRAME
INTEGRAL HEADLIGHT/MARKER ASSEMBLY

Description

(5) AMBER MARKER LIGHTS
INTEGRAL STOP/TAIL/BACKUP LIGHTS
STANDARD FRONT TURN SIGNAL LAMPS
DUAL WEST COAST MOLDED-IN COLOR
MIRRORS
DOOR MOUNTED MIRRORS
102 INCH EQUIPMENT WIDTH
LH AND RH 8 INCH MOLDED-IN COLOR CONVEX
MIRRORS MOUNTED UNDER PRIMARY
MIRRORS
STANDARD SIDE/REAR REFLECTORS
63X14 INCH TINTED REAR WINDOW
TINTED DOOR GLASS LH AND RH WITH TINTED
NON-OPERATING WING WINDOWS
MANUAL DOOR WINDOW REGULATORS
TINTED WINDSHIELD
2 GALLON WINDSHIELD WASHER RESERVOIR
WITHOUT FLUID LEVEL INDICATOR, FRAME
MOUNTED

Cab Interior

OPAL GRAY VINYL INTERIOR
MOLDED PLASTIC DOOR PANEL
MOLDED PLASTIC DOOR PANEL
BLACK MATS WITH SINGLE INSULATION
IN DASH STORAGE BIN
(2) CUP HOLDERS LH AND RH DASH
GRAY/CHARCOAL FLAT DASH
HEATER, DEFROSTER AND AIR CONDITIONER
STANDARD HVAC DUCTING
MAIN HVAC CONTROLS WITH RECIRCULATION
SWITCH
STANDARD HEATER PLUMBING
DENSO HEAVY DUTY AIR CONDITIONER
COMPRESSOR
BINARY CONTROL, R-134A
STANDARD INSULATION
SOLID-STATE CIRCUIT PROTECTION AND
FUSES
12V NEGATIVE GROUND ELECTRICAL SYSTEM

Description

DOME DOOR ACTIVATED LH AND RH, DUAL
READING LIGHTS, FORWARD CAB ROOF
CAB DOOR LATCHES WITH MANUAL DOOR
LOCKS
BASIC HIGH BACK NON SUSPENSION DRIVER
SEAT WITH FORE AND AFT ADJUSTMENT
BASIC HIGH BACK NON SUSPENSION
PASSENGER SEAT
LH AND RH INTEGRAL DOOR PANEL ARMRESTS
VINYL WITH VINYL INSERT DRIVER SEAT
VINYL WITH VINYL INSERT PASSENGER SEAT
3 POINT FIXED D-RING RETRACTOR DRIVER
AND PASSENGER SEAT BELTS
FIXED STEERING COLUMN
4-SPOKE 18 INCH (450MM) STEERING WHEEL
DRIVER AND PASSENGER INTERIOR SUN
VISORS

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
GRAY CENTER INSTRUMENT PANEL
ENGINE REMOTE INTERFACE WITH PARK
BRAKE INTERLOCK
BLACK GAUGE BEZELS
LOW AIR PRESSURE INDICATOR LIGHT AND
AUDIBLE ALARM
2 INCH PRIMARY AND SECONDARY AIR
PRESSURE GAUGES
INTAKE MOUNTED AIR RESTRICTION
INDICATOR WITHOUT GRADUATIONS
ELECTRONIC CRUISE CONTROL WITH
SWITCHES IN LH SWITCH PANEL
KEY OPERATED IGNITION SWITCH AND
INTEGRAL START POSITION; 4 POSITION
OFF/RUN/START/ACCESSORY
MANUAL REMOTE ENGINE START/STOP WITH
PTO RE-ENGAGE
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28
LED WARNING LAMPS AND DATA LINKED
HEAVY DUTY ONBOARD DIAGNOSTICS
INTERFACE CONNECTOR LOCATED BELOW LH
DASH
2 INCH ELECTRIC FUEL GAUGE

Description

ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE
ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP - PARK BRAKE AND NEUTRAL INTERLOCK FOR CUSTOMER INSTALLED PTO
NO LANE DEPARTURE WARNING SYSTEM
ELECTRIC ENGINE OIL PRESSURE GAUGE
OVERHEAD INSTRUMENT PANEL
SMARTPLEX HUB MODULE WITH OVERHEAD SWITCH MOUNTING, DRIVER SIDE ONLY (6 SWITCH SLOTS)
AM/FM/WB RADIO WITH CD PLAYER, BLUETOOTH AND MICROPHONE, USB, FRONT AND REAR AUXILIARY INPUTS AND J1939
DASH MOUNTED RADIO
(2) RADIO SPEAKERS IN CAB
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
STANDARD VEHICLE SPEED SENSOR
ELECTRONIC 3000 RPM TACHOMETER
IDLE LIMITER, ELECTRONIC ENGINE
2 ON/OFF LATCHING SMARTPLEX SWITCHES
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR

Description

SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS
NO MISCELLANEOUS GAUGES

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EB WHITE ELITE BC
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
NO FUEL TANK CABINET PAINT
POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE ONLY

Extended Warranty

TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 1 YEAR/UNLIMITED MILES/KM, \$550 CAP

Dealer Installed Options

Weight
Front

Weight
Rear



2016 FLORIDA SHERIFFS
CONTRACT SPEC 12 15-13-0904
LOU BACHRODT FREIGHTLINER
LOW BID ON THIS SPEC.

Prepared by:
Drew Ellison
LOU BACHRODT FREIGHTLINER
2840 CENTER PORT CIRCLE
POMPANO BEACH, FL 33064
Phone: 407-886-6704

PETERSEN MODEL RS3 BASE LOADER WITH HEAVY DUTY SWING MOTOR SAI. STANDARD BUCKET 60 INCH OPENING	0	0
Total Dealer Installed Options	0 lbs	0 lbs



BID AWARD ANNOUNCEMENT

FSA16-VEH14.0

*Effective Dates:
October 1, 2016 – September 30, 2017*

Cab & Chassis Trucks and Other Fleet Equipment

Cooperative Bid Program

Coordinated By

**The
Florida Sheriffs Association
&
Florida Association of Counties**





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

DATE: October 1, 2016

TO: ALL PROSPECTIVE PARTICIPANTS

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

RE: Bid Number: FSA16-VEH14.0 Cab & Chassis Trucks & Other Fleet Equipment

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 14th statewide competitive bid for vehicles and heavy equipment which includes trucks, backhoes, motorgraders, agriculture type tractors, skid steer loaders, street sweepers, generators, and light towers. This contract is effective beginning October 1, 2016 through September 30, 2017, as long as vehicles are available through fleet.

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

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

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

CONTRACT ORDERING INSTRUCTIONS

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

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. FSA16-VEH14.0**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program. You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).

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

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

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

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

The purchase order should include FSA's Contract Number FSA16-VEH14.0 as well as the specification number, make and model of each item purchased. Please attach the dealer quote when available.

3. **Purchasers must send a copy of the original purchase order sent to the participating dealer in pdf format to: COOP@flsheriffs.org.**

4. Dealers have already included a three-quarter of one percent (.0075) administrative fee in their base pricing and all add options that are listed. Dealers' quotes to purchasers should not include the FSA administrative fee indicated as a separate line item on any purchase order.

No other administrative fee(s) will be applicable to any transaction relative to the contract.

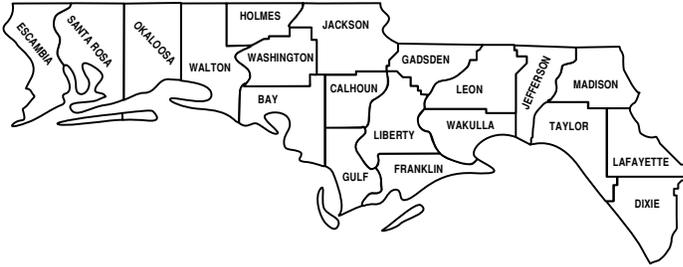
5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association, in writing, regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.
6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific zone. Superscripts will be numbered between 1 and 4, and will correspond as follows:

- | | |
|-------------------------|--------------------------|
| 1 = Western zone dealer | 2 = Northern zone dealer |
| 3 = Central zone dealer | 4 = Southern zone dealer |

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

FSA CONTRACT ZONE MAP

WESTERN



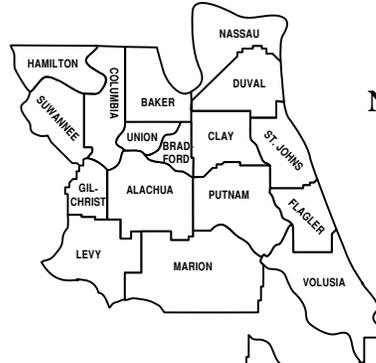
WESTERN

BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

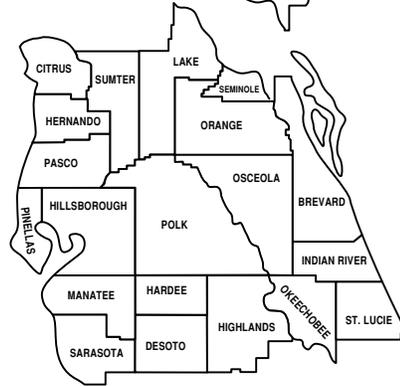
NORTHERN

ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

NORTHERN



CENTRAL



CENTRAL

BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN

BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

SOUTHERN





FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>52,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE TRACTOR (ONLY) (Specification #13)</u>			
Lou Bachrodt Freightliner	2017 Freightliner M2-112	★ Western	\$77,697.00
Lou Bachrodt Freightliner	2017 Freightliner M2-112	★ Northern	\$77,967.00
Lou Bachrodt Freightliner	2017 Freightliner M2-112	★ Central	\$77,967.00
Lou Bachrodt Freightliner	2017 Freightliner M2-112	★ Southern	\$77,967.00
Maudlin International Trucks LLC	2017 International HX	Western	\$104,250.00
Maudlin International Trucks LLC	2017 International HX	Northern	\$103,250.00
SUN STATE INTERNATIONAL TRUCKS	2017 International HX	Central	\$102,785.00
Rechtien International Trucks, Inc	2017 International HX	Southern	\$103,765.00
Maudlin International Trucks LLC	2017 International Workstar	Western	\$90,875.00
Maudlin International Trucks LLC	2017 International Workstar	Northern	\$89,875.00
SUN STATE INTERNATIONAL TRUCKS	2017 International Workstar	Central	\$89,250.00
Rechtien International Trucks, Inc	2017 International Workstar	Southern	\$89,168.00
KENWORTH OF JACKSONVILLE	2017 Kenworth T880	Western	\$103,192.00
KENWORTH OF JACKSONVILLE	2017 Kenworth T880	Northern	\$102,942.00
Kenworth of Central Florida	2017 Kenworth T880	Central	\$103,995.00
KENWORTH OF SOUTH FLORIDA	2017 Kenworth T880	Southern	\$103,429.00
NEXTRAN TRUCK CENTERS	2017 Mack C or G Series	Western	\$99,190.00
NEXTRAN TRUCK CENTERS	2017 Mack C or G Series	Northern	\$99,190.00
NEXTRAN TRUCK CENTERS	2017 Mack C or G Series	Central	\$99,190.00
NEXTRAN TRUCK CENTERS	2017 Mack C or G Series	Southern	\$99,190.00
Rush Truck Center, Tampa	2017 Peterbilt 567	Western	\$104,721.00
Rush Truck Center, Tampa	2017 Peterbilt 567	Northern	\$104,721.00
Rush Truck Center, Tampa	2017 Peterbilt 567	Central	\$104,721.00
Palm Peterbilt Truck Center Inc	2017 Peterbilt 567	Southern	\$114,494.00

NEXTRAN TRUCK CENTERS	2017 Volvo V Series	Western	\$92,406.00
NEXTRAN TRUCK CENTERS	2017 Volvo V Series	Northern	\$92,406.00
General GMC Trucks Inc.	2017 Volvo V Series	Central	\$91,169.00
General GMC Trucks Inc.	2017 Volvo V Series	Southern	\$91,169.00
Tampa Truck Center	2017 Western Star 4800	Western	\$96,187.00
Tampa Truck Center	2017 Western Star 4800	Northern	\$96,187.00
Tampa Truck Center	2017 Western Star 4800	Central	\$96,187.00
Tampa Truck Center	2017 Western Star 4800	Southern	\$96,187.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

52,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE TRACTOR (ONLY) SPECIFICATION #13

2017 Freightliner M2-112
2017 International HX
2017 International Workstar
2017 Kenworth T880
2017 Mack C or G Series
2017 Peterbilt 567
2017 Volvo V Series
2017 Western Star 4800

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted.

1. ENGINE:

- a. 350 HP 6 cylinder diesel engine, manufacturer's 11L minimum

2. TRANSMISSION & CLUTCH:

- a. The following or approved equivalents are acceptable:
- b. Fuller 14210B 10 Speed Manual with OD

3. ENGINE EQUIPMENT:

- a. Alternator – 12 volt 100A
- b. Premium engine hoses
- c. Injection pump – electronic engine control
- d. Radiator – aluminum core
- e. Air restriction monitor – intake mounted

4. CAB:

- a. Cab – welded steel galvanized or aluminum shell with rust preventative coating.
- b. Floor covering – black rubber mats
- c. Seating – driver air suspension mid back, passenger fixed mid back.
- d. Steering wheel – 18" two spoke
- e. Standard air conditioning & heating

5. FRAME:

- a. Frame – steel construction matched to GVW and mounted body of truck
- b. Wheelbase – 187"
- c. Load platform – 161" 56" AF
- d. Front bumper – painted steel
- e. Fuel tank – 70 gallon, minimum
- f. Air dryer – Bendix AD9 heated, or approved equivalent.

g. 5th wheel - stationary with left hand release.

6. SAFETY:

- a. Horn – single air trumpet
- b. Mirrors – West Coast for 102" trailer widths to include 7.5" convex mounted to lower mirror bracket.
- c. Brakes – "S" cam type 16.5" x 5" Q + front and 16.5" x 7" Q + rear with anti-lock without automatic traction control, or approved equivalent.
- d. Slack adjusters – Haldex automatic front and rear.
- e. Daytime running lights.
- f. Backup alarm
- g. Electrical plug holder includes glad hand storage.
- h. Tractor package to include valves, trailer lines & frame access

7. FRONT AXLE:

- a. Axle – 12,000 lb.
- b. Front wheels – steel 10 hole hub piloted
- c. Front tires – 11R22.5 Goodyear G397LHS, steer or approved equivalent.
- d. Front hubs – Ferrous, or approved equivalent.
- e. Oil type with synthetic lube

8. REAR AXLE:

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

9. ELECTRICAL:

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

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.



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

**52,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE TRACTOR (ONLY)
SPECIFICATION #13**

2017 Freightliner M2-112

The Freightliner M2-112 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:	\$77,697.00	\$77,967.00	\$77,967.00	\$77,967.00

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

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

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

VEHICLE:	M2-112			
DEALER:	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$77,697.00	\$77,967.00	\$77,967.00	\$77,967.00

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

Order Code	Add Options	All Zones
------------	-------------	-----------

Vendor must demonstrate a discount percentage off of the MSRP or Published Price for non-scheduled options and any optional models bid. This discount only applies to a downgrade/upgrade to the model listed within the specification.

101-2X3 ¹	Engine upgrade - specify <i>DD13 380HP ¹</i>	\$390.00 ¹
101-2X7 342-416 ¹	Engine upgrade - specify <i>DD13 410HP FRO15210C ¹</i>	\$690.00 ¹
101-2YA 342 416 ¹	Engine upgrade - specify <i>DD13 450HP EATON FRO15210C TRANS ¹</i>	\$1,590.00 ¹
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
64-64000GVW ¹	64,000 lb. GVW package <i>114SD CAB DD13 ENGINE ALLISON 4500RDS AUTO TRANS HEAVY DUTY 64,000 GVW PCK ¹</i>	\$44,900.00 ¹
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	Bi-fuel model - specify	NA
CNG-FACTORY ¹	CNG prep - specify <i>320HP CUMMINS CNG ENGINES ALLISON 3000RDS TRANS ¹</i>	\$78,900.00 ¹
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA

VEHICLE:	M2-112			
DEALER:	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$77,697.00	\$77,967.00	\$77,967.00	\$77,967.00

342-1M1 370-011 ¹	Allison 4000RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent	\$19,990.00 ¹
342-1M3 370-011 ¹	Allison 4500RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent	\$20,900.00 ¹
342-445 ¹	Fuller RTLO16908LL 10-speed, or approved equivalent, to include synthetic oil	\$2,390.00 ¹
342-1BM ¹	Fuller RTLO16913 13-speed, or approved equivalent, to include synthetic oil	\$3,990.00 ¹
342-1BO ¹	Fuller RTLO16918 18-speed, or approved equivalent, to include synthetic oil	\$3,990.00 ¹
578-1T6 ¹	5th Wheel – 36" air slide	\$490.00 ¹
546-102 547-001 ¹	Double Frame: full steel insert	\$1,390.00 ¹
	Front Axle: 14,000 lb rating to include equal capacity steering gear and springs	NA
400-099 620-010 ¹	Front Axle: 14,600 lb rating to include equal capacity steering gear and springs	\$1,290.00 ¹
	Front Axle: 20,000 lb. rating to include equal capacity steering gear and springs	NA
420-059 ¹	Rear Axle: 46,000 lb Arvin Meritor, Eaton, Mack, or equivalent	\$4,900.00 ¹
622-218 ¹	Rear Suspension: 40,000 lb air ride	\$390.00 ¹
622-1E7 ¹	Rear Suspension: 46,000 lb Chalmers, Hendrickson, Mack, Volvo "T" ride or equivalent <i>REQUIRES 46,000# REAR AXLE ¹</i>	\$3,690.00 ¹
622-108 ¹	Rear Suspension: 46,000 lb air ride	\$1,390.00 ¹
DLR-HDRK ¹	Headrack: Aluminum w/jailhouse window, (2) chain boxes, locking chain racks	\$6,990.00 ¹
DLR-HWLKLB ¹	Hydraulic Wet Line Kit for Low Boy application	\$6,990.00 ¹
DLR-HWLKTD ¹	Hydraulic Wet Line Kit for trailer dump application	\$6,990.00 ¹
DLR-WLKTT ¹	Hydraulic Wet Line Kit for transfer trailer/or walking floor	\$7,900.00 ¹
204-152 206-152 ¹	Dual fuel tanks, or equivalent <i>DUAL 70 GALLON ¹</i>	\$890.00 ¹
	Cab suspension - air ride	Std
	Nitrogen filled tires including spare tire	NA
452-006 ¹	Driver controlled differential lock <i>BOTH REAR AXLES ¹</i>	\$1,390.00 ¹
DLR-SST ¹	Optional equipment - specify <i>SINGLE STROBE ROOF MTD ¹</i>	\$990.00 ¹
DLR-CSP60 ¹	Optional equipment - specify <i>4 CORNER AMBER STROBES CSP60 ¹</i>	\$1,990.00 ¹
DLR-CSP90 ¹	Optional equipment - specify <i>4 CORNER AMBER STROBES CS90 ¹</i>	\$2,590.00 ¹
760-1J3 ¹	Optional equipment - specify <i>AIR PASS SEAT ¹</i>	\$150.00 ¹
DLR-P&SM ¹	Optional equipment - specify <i>1 SET PARTS AND SERVICE MANUALS ¹</i>	\$1,390.00 ¹
DLR-WINCH ¹	Optional equipment - specify <i>1 RAMSEY REAR MOUNT 30K WINCH ¹</i>	\$49,990.00 ¹

VEHICLE:	M2-112			
DEALER:	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$77,697.00	\$77,967.00	\$77,967.00	\$77,967.00

DLR-TT ¹	Optional equipment - specify <i>TRANSFER TRAILER 100/103 YD ALUMINUM OPEN TOP WALKING FLOOR INCLUDES SIDE COVER ROLL TARP. LED LADDER CATWALK AND DELIVER</i> ¹	\$79,900.00 ¹
	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
DLR-TTAGS ¹	Temporary tag	NC ¹
DLR-TER ¹	Transfer existing registration (must provide tag number)	\$50.00 ¹
	New state tag (specify state, county, city, sheriff, etc.)	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
WBB-242 ¹	Warranty - specify <i>3 years 200,000 mile basic chassis warranty does not include engine or transmission</i> ¹	\$1,800.00 ¹
WBB-248 ¹	Warranty - specify <i>5 YEARS 250,000 MILE BASIC CHASSIS WARRANTY DOES NOT INCLUDE ENGINE OR TRANSMISSION</i> ¹	\$4,350.00 ¹
WBB-250 ¹	Warranty - specify <i>7 YEARS 250,000 MILE BASIC CHASSIS WARRANTY DOES NOT INCLUDE ENGINE OR TRANSMISSION</i> ¹	\$5,000.00 ¹
WAI-13D ¹	Diesel Warranty - specify <i>DD13 ENGINE 3 YEARS 300,000 MILES 0 DEDUCTABLE</i> ¹	\$1,725.00 ¹
WAI-14H ¹	Diesel Warranty - specify <i>DD13 ENGINE 4 YEARS 400,000 MILES 0 DEDUCTABLE</i> ¹	\$2,925.00 ¹
WAI-15E ¹	Diesel Warranty - specify <i>DD13 ENGINE 5 YEARS 500,000 MILES 0 DEDUCTABLE</i> ¹	\$4,600.00 ¹



AGENDA DATE: November 1, 2016, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Final plat map application for the Boutwell Business Center project

SUMMARY:

The applicant is requesting a final plat map approval for the Boutwell Business Center project located at the northwest corner of Boutwell Road and 7th Avenue North.

BACKGROUND AND JUSTIFICATION:

The applicant is requesting a final plat map approval for the Boutwell Business Center project. The project site was originally vacant and is composed of 29 parcels for a total acreage of 18.831. The purpose of this plat is to combine all 29 parcels into one property. The approval of this plat will allow the applicant to meet of the conditions of approval for this project. The project site is inclusive of the following described parcel:

<u>P.C.N.</u>	<u>Address</u>
Please see the attached document for PCN list	701 Boutwell Road

The Planning & Zoning Board approved the two industrial buildings totaling approximately 252,000 square feet project at their meeting on November 4, 2015. The final map was reviewed by the Department of Community Sustainability and other appropriate City Departments, which all recommend approval of the final plat. The Planning and Zoning Board recommended approval of the final plat map at their meeting on October 19, 2016, without conditions of approval. Currently, the project is reaching its completion and will be seeking a Certificate of Occupancy, imminently.

MOTION:

I move to approve/disapprove the final plat map for the Boutwell Business Center project.

ATTACHMENT(S):

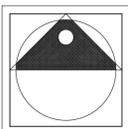
Fiscal Impact Analysis – not applicable
PCN list
Boutwell Business Center Plat
Site Plan
Rendering

The PCNs that make up the new lot are below:

PARID	SITUS_ADDRESS
38434420260000010	1 ARLIN DR
38434420260000020	3 ARLIN DR
38434420260000030	5 ARLIN DR
38434420260000040	7 ARLIN DR
38434420260000050	9 ARLIN DR
38434420260000060	11 ARLIN DR
38434420260000070	13 ARLIN DR
38434420260000080	15 ARLIN DR
38434420260000090	17 ARLIN DR
38434420260000100	19 ARLIN DR
38434420260000110	23 ARLIN DR
38434420260000120	25 ARLIN DR
38434420260000130	27 ARLIN DR
38434420260000140	2221 7TH AVE N
38434420260000150	14 ARLIN DR
38434420260000160	12 ARLIN DR
38434420260000170	10 ARLIN DR
38434420260000180	8 ARLIN DR
38434420260000190	6 ARLIN DR
38434420260000200	4 ARLIN DR
38434420260000210	2 ARLIN DR
38434420260000220	2207 7TH AVE N
38434420260000230	2211 7TH AVE N
38434420260000240	2213 7TH AVE N
38434420260000250	2215 7TH AVE N
38434420260000260	2217 7TH AVE N
38434420260000270	2219 7TH AVE N
38434420260020000	28 ARLIN DR
38434420260030000	21 ARLIN DR



North



0' 25' 50' 100'



SCALE: 1"=50'

B·O·U·T·W·E·L·L B·U·S·I·N·E·S·S C·E·N·T·E·R

SPECULATIVE INDUSTRIAL

SEPTEMBER 10, 2015

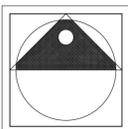
LAKE WORTH, FLORIDA

15170





North



0' 25' 50' 100'



SCALE: 1"=50'

B·O·U·T·W·E·L·L B·U·S·I·N·E·S·S C·E·N·T·E·R

SPECULATIVE INDUSTRIAL

SEPTEMBER 10, 2015

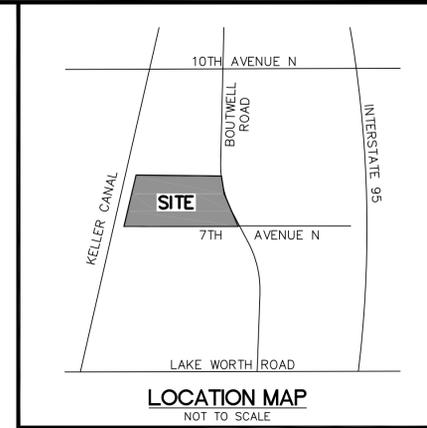
LAKE WORTH, FLORIDA

15170



BOUTWELL BUSINESS CENTER

BEING A REPLAT OF A PORTION OF THE PLAT OF BOUTWELL INDUSTRIAL PARK AS RECORDED IN PLAT BOOK 106, PAGES 182 AND 183 AND LYING IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH, PALM BEACH COUNTY, FLORIDA, JULY 2016 SHEET 1 OF 2



STATE OF FLORIDA }
 COUNTY OF PALM BEACH } S.S.
 THIS INSTRUMENT WAS FILED FOR
 RECORD AT _____ .
 THIS ____ DAY OF _____
 2016 _____ AND DULY RECORDED
 IN PLAT BOOK NO. _____
 ON PAGE _____
 SHARON R. BOCK,
 CLERK AND COMPTROLLER
 BY: _____ D.C.

DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS THAT CP LOGISTICS LAKE WORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS BOUTWELL BUSINESS CENTER, BEING A PORTION OF THE PLAT OF BOUTWELL INDUSTRIAL PARK AS RECORDED IN PLAT BOOK 106, PAGES 182-183, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS, AND LYING IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 27, INCLUSIVE, AND TRACTS "B" AND "C" OF BOUTWELL INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 106, PAGES 182 AND 183, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPTING ADDITIONAL RIGHT-OF-WAY FOR BOUTWELL ROAD AS SHOWN ON PALM BEACH COUNTY RIGHT-OF-WAY MAP 3-71-087, AS DESCRIBED IN OFFICIAL RECORD BOOK 1891, PAGE 104, AND ADDITIONAL RIGHT-OF-WAY FOR BOUTWELL ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 28006, PAGE 1855, ALL OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE AFOREMENTIONED TRACT "C", SAID POINT BEING ON THE NORTH LINE OF SAID BOUTWELL INDUSTRIAL PARK; THENCE ALONG SAID NORTH LINE SOUTH 88°07'35" EAST, A DISTANCE OF 1067.61 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1183.50 FEET FROM WHICH A RADIAL LINE BEARS NORTH 85°30'49" EAST, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF BOUTWELL ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 28006, PAGE 1855 OF THE AFOREMENTIONED PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTHERLY ALONG SAID WEST LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°50'56", AN ARC DISTANCE OF 265.41 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 17°20'07" EAST, A DISTANCE OF 344.37 FEET; THENCE SOUTH 37°16'32" WEST, A DISTANCE OF 65.22 FEET TO A POINT ON THE SOUTH LINE OF SAID BOUTWELL INDUSTRIAL PARK; THENCE ALONG SAID SOUTH LINE NORTH 88°06'49" WEST, A DISTANCE OF 1447.54 FEET TO A POINT ON THE WEST LINE OF SAID BOUTWELL INDUSTRIAL PARK, SAID POINT ALSO BEING ON THE EAST LINE OF THE KELLER CANAL AS DESCRIBED IN OFFICIAL RECORD BOOK 19084, PAGE 579 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST AND EAST LINES NORTH 22°59'40" EAST, A DISTANCE OF 682.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 809,604.74 SQUARE FEET OR 18.59 ACRES, MORE OR LESS.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. PARCEL A, AS SHOWN HEREON, IS HEREBY BEING RETAINED BY THE OWNER, ITS SUCCESSORS AND ASSIGNS, FOR DEVELOPMENT PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID OWNER, THEIR SUCCESSORS AND ASSIGNS. SUBJECT TO THE RESTRICTIONS SET FORTH IN ORB 28037, PAGE 926 IN FAVOR OF LAKE WORTH DRAINAGE DISTRICT.
2. THE BUFFER EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE OWNER, ITS SUCCESSORS AND ASSIGNS, FOR BUFFER AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID OWNER, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF LAKE WORTH.
3. THE UTILITY EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES BOTH PUBLIC AND PRIVATE INCLUDING, BUT NOT LIMITED TO, POTABLE WATER SYSTEMS, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATION LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE EASEMENTS WITHOUT THE WRITTEN APPROVAL OF THE CITY OF LAKE WORTH, ITS SUCCESSORS OR ASSIGNS.

IN WITNESS WHEREOF, CP LOGISTICS LAKE WORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS ____ DAY OF _____, 2016.

CP LOGISTICS LAKE WORTH, LLC
 A DELAWARE LIMITED LIABILITY COMPANY
 BY: CP LOGISTICS PLATFORM, LLC,
 A DELAWARE LIMITED LIABILITY COMPANY
 ITS SOLE MEMBER
 BY: PANATTONI CLP, LLC,
 A DELAWARE LIMITED LIABILITY COMPANY
 ITS ADMINISTRATOR
 BY: PANATTONI CLP OPERATOR, LLC,
 A DELAWARE LIMITED LIABILITY COMPANY
 ITS MANAGER

WITNESS: _____ BY: _____
 PRINT NAME: _____ PRINT NAME: WILLIAM BULLEN
 PRINT TITLE: _____ PRINT TITLE: PRESIDENT

WITNESS: _____
 PRINT NAME: _____

ACKNOWLEDGMENT

STATE OF: _____
 COUNTY OF: _____

BEFORE ME PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AS CORPORATE OFFICER OF CP LOGISTICS LAKE WORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE/SHE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID COMPANY, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL (IF AVAILABLE) OF SAID COMPANY AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2016.

MY COMMISSION EXPIRES: _____

SIGNATURE _____



(PRINTED NAME) - NOTARY PUBLIC

TITLE CERTIFICATION

STATE OF: FLORIDA
 COUNTY OF: PALM BEACH

I, _____, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN CP LOGISTICS LAKE WORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENTS AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____ BY: _____

PRINT NAME: _____

CITY APPROVAL

STATE OF: FLORIDA
 COUNTY OF: PALM BEACH

THIS PLAT AS SHOWN HEREON HAS BEEN APPROVED FOR RECORD BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, AND DOES HEREBY ABANDON AND VACATE EASEMENTS AS SHOWN ON THE UNDERLYING PLATS THAT LIE WITHIN THE LIMITS OF THIS PLAT THIS ____ DAY OF _____, 2016.

BY: _____
 PAM TRIOLO
 MAYOR

BY: _____
 GREG RICE
 PLANNING BOARD CHAIRMAN

BY: _____
 MICHAEL BORNSTEIN
 CITY MANAGER

BY: _____
 PAMELA LOPEZ
 CITY CLERK

REVIEWING SURVEYOR'S APPROVAL:

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH SEC. 177.071 F.S.

DATE: _____

BY: _____
 DAVID A. BOWER
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5888
 STATE OF FLORIDA

SURVEYORS NOTES

1. PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS: ■ PRM LB#6603
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE PLAT OF BOUTWELL INDUSTRIAL PARK, RECORDED IN PLAT BOOK 106, PAGES 182 AND 183 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEARING BEING N88°06'49"W.
3. NO BUILDING OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE COUNTY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
4. THE BUILDING SETBACK LINE SHALL BE AS REQUIRED BY CURRENT CITY OF LAKE WORTH ZONING REGULATIONS.
5. THIS PLAT IS BEING PREPARED IN REFERENCE TO ZONING APPLICATION NAME PANATTONI LW-INDUSTRIAL.
6. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
7. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED. THERE WILL BE NO ABOVE GROUND ENCROACHMENTS WHERE LAKE MAINTENANCE EASEMENTS AND UTILITY EASEMENTS OVERLAP.

SURVEYORS CERTIFICATION

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S"), AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF LAKE WORTH, FLORIDA.

DATE: _____

KEVIN M. BECK, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LICENSE NO. 6168
 STATE OF FLORIDA L.B.# 6603

EXISTING EASEMENTS

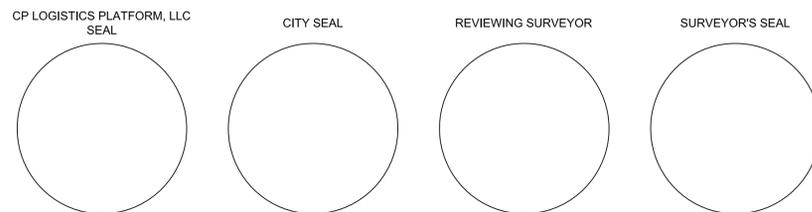
PARCEL MAY BE SUBJECT TO EASEMENTS AND OTHER MATTERS AS SHOWN IN VARIOUS OFFICIAL RECORD BOOKS AND PAGES IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. ONLY THE EASEMENTS AS SHOWN HEREON ARE TO BE RETAINED BY THIS REPLAT. IT IS THE INTENT OF THIS REPLAT TO EXTINGUISH ALL EASEMENTS, TRACTS AND LOTS SHOWN ON THE PARENT PLAT OF BOUTWELL INDUSTRIAL PARK, RECORDED IN PLAT BOOK 106, PAGES 182 AND 183 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LEGEND

DWG	DRAWING
Δ	CENTRAL (DELTA) ANGLE
F.S.	FLORIDA STATUTES
L	ARC LENGTH
LB	LICENSED BUSINESS
LWDD	LAKE WORTH DRAINAGE DISTRICT
O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
P.B.CO.	PALM BEACH COUNTY
P.R.M.	PERMANENT REFERENCE MONUMENT
PG(S).	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
⊕	CENTERLINE
■	SET 4" X 4" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED P.R.M. "LB 6603"

THIS INSTRUMENT PREPARED BY KEVIN M. BECK, P.S.M. IN THE OFFICES OF ENGENUITY GROUP, INC., ENGINEERS SURVEYORS AND GIS MAPPERS, 1280 N. CONGRESS AVE, SUITE 101, WEST PALM BEACH, FLORIDA 33409. CERTIFICATE OF AUTHORIZATION NO. LB0006603

BOUTWELL BUSINESS CENTER



A Higher Standard of Excellence
engenuity inc.
 ENGINEERS • SURVEYORS • GIS MAPPERS

1280 N. CONGRESS AVENUE, SUITE 101,
 WEST PALM BEACH, FLORIDA 33409
 PH (561)655-1151 • FAX (561)832-9390
 WWW.ENGENUITYGROUP.COM

DATE	1/26/2016
SCALE	N/A
CAD FILE	14136.03rp01.dwg
DISK PROJECT	14136.03
DRAWN	STAFF
CHECKED	K. BECK

S
H
E
E
T

1/2

JOB NO.
14136.03

Y:\Land Projects R2\14136.03 Boutwell Business Center.dwg 9/30/2016 7:04:22 AM EDT

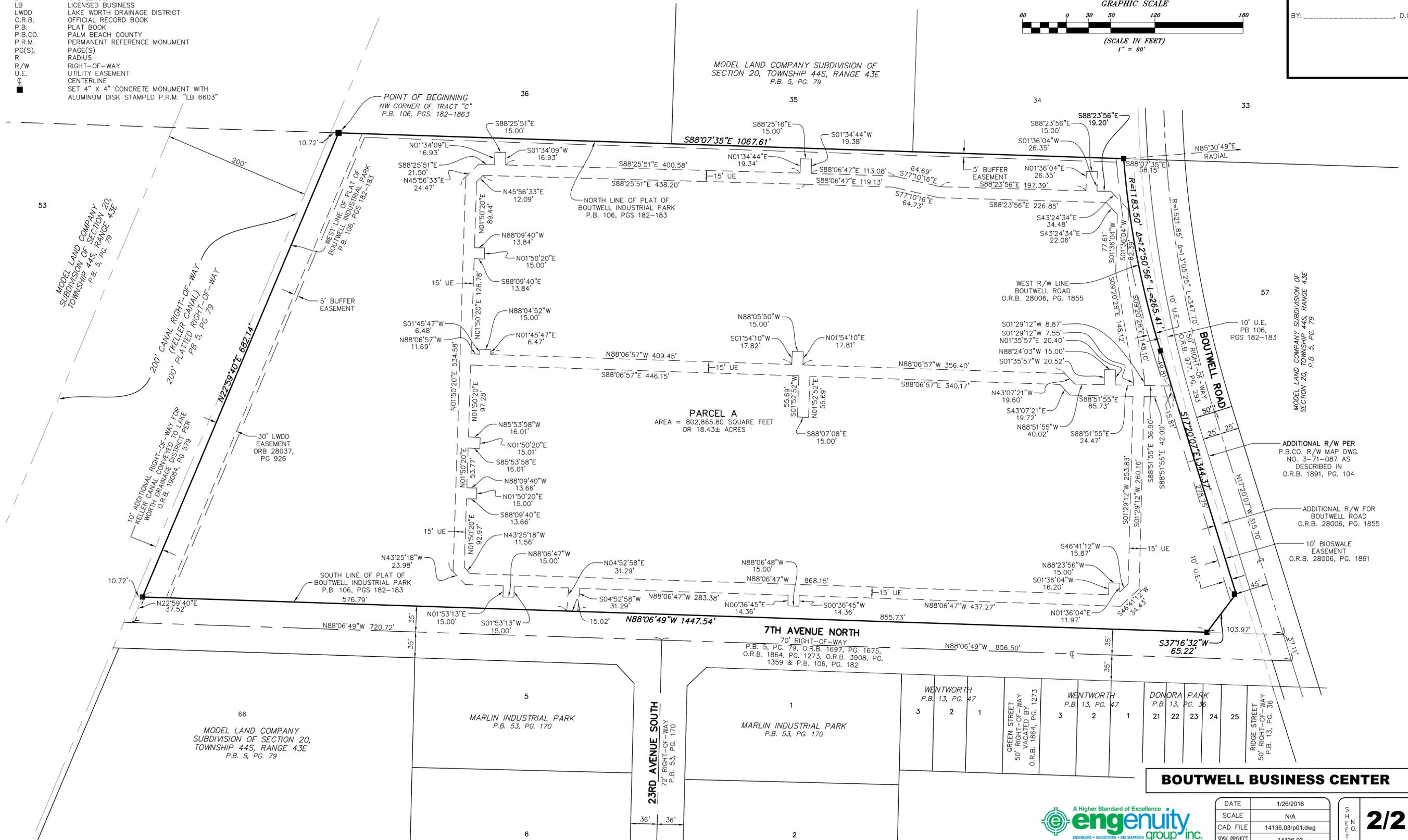
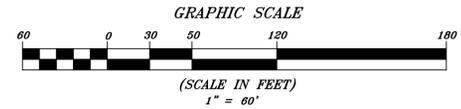
BOUTWELL BUSINESS CENTER

BEING A REPLAT OF A PORTION OF THE PLAT OF BOUTWELL INDUSTRIAL PARK AS RECORDED IN PLAT BOOK 106,
 PAGES 182 AND 183 AND LYING IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST,
 CITY OF LAKE WORTH, PALM BEACH COUNTY, FLORIDA,
 JULY 2016
 SHEET 2 OF 2

STATE OF FLORIDA }
 COUNTY OF PALM BEACH } S.S.
 THIS INSTRUMENT WAS FILED FOR
 RECORD AT _____
 THIS ____ DAY OF _____
 2016 _____ AND DULY RECORDED
 IN PLAT BOOK NO. _____
 ON PAGE _____
 SHARON R. BOCK,
 CLERK AND COMPTROLLER
 BY: _____ D.C.

LEGEND

- DWG DRAWING
- Δ CENTRAL (DELTA) ANGLE
- F.S. FLORIDA STATUTES
- L ARC LENGTH
- LB LICENSED BUSINESS
- LWDD LAKE WORTH DRAINAGE DISTRICT
- O.R.B. OFFICIAL RECORD BOOK
- P.B. PLAT BOOK
- P.B.CO. PALM BEACH COUNTY
- P.R.M. PERMANENT REFERENCE MONUMENT
- PG(S) PAGE(S)
- R RADIUS
- R/W RIGHT-OF-WAY
- U.E. UTILITY EASEMENT
- ⊙ CENTERLINE
- SET 4" X 4" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED P.R.M. "LB 6603"



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BOUTWELL BUSINESS CENTER



DATE	1/26/2016
SCALE	N/A
CAD FILE	14136.03rp01.dwg
SISK PROJECT	14136.03
DRAWN	STAFF
CHECKED	K. BECK

SHEET	2/2
	JOB NO. 14136.03

THIS INSTRUMENT PREPARED BY KEVIN M. BECK, P.S.M. IN THE OFFICES OF ENGENUITY GROUP, INC., ENGINEERS SURVEYORS AND GIS MAPPERS, 1280 N. CONGRESS AVE, SUITE 101, WEST PALM BEACH, FLORIDA 33409. PH (561)655-1151 • FAX (561)832-9390 WWW.ENGENUITYGROUP.COM

A Higher Standard of Excellence
engenuity group inc.
 ENGINEERS • SURVEYORS • GIS MAPPERS

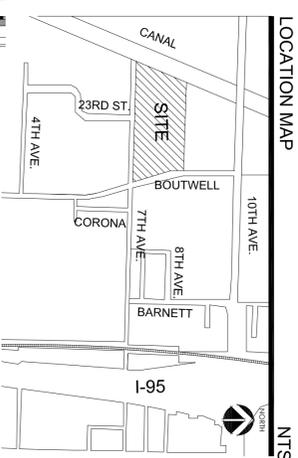
TABULAR DATA

Application Name	Parantron LW - Industrial
Future Land Use	Industrial
Zoning District	H-POC
Section/ Township/Range	20 / 44 / 43
Property Control Numbers	38-43-44-20-26-000-0010 / 38-43-44-20-26-000-0020 / 38-43-44-20-26-000-0030 / 38-43-44-20-26-000-0040 / 38-43-44-20-26-000-0050 / 38-43-44-20-26-000-0060 / 38-43-44-20-26-000-0070 / 38-43-44-20-26-000-0080 / 38-43-44-20-26-000-0090 / 38-43-44-20-26-000-0100 / 38-43-44-20-26-000-0110 / 38-43-44-20-26-000-0120 / 38-43-44-20-26-000-0130 / 38-43-44-20-26-000-0140 / 38-43-44-20-26-000-0150 / 38-43-44-20-26-000-0160 / 38-43-44-20-26-000-0170 / 38-43-44-20-26-000-0180 / 38-43-44-20-26-000-0190 / 38-43-44-20-26-000-0200 / 38-43-44-20-26-000-0210 / 38-43-44-20-26-000-0220 / 38-43-44-20-26-000-0230 / 38-43-44-20-26-000-0240 / 38-43-44-20-26-000-0250 / 38-43-44-20-26-000-0260 / 38-43-44-20-26-000-0270 / 38-43-44-20-26-000-0280 / 38-43-44-20-26-000-0290 / 38-43-44-20-26-000-0300

Site Data	Proposed Building	Square Feet	Acres
Gross Site Area	820,283	18,831	
Gross Floor Area Ratio	252,000		0.31 FAR
Building Coverage	252,000 sf		31%
Building Height (Max. 30')			

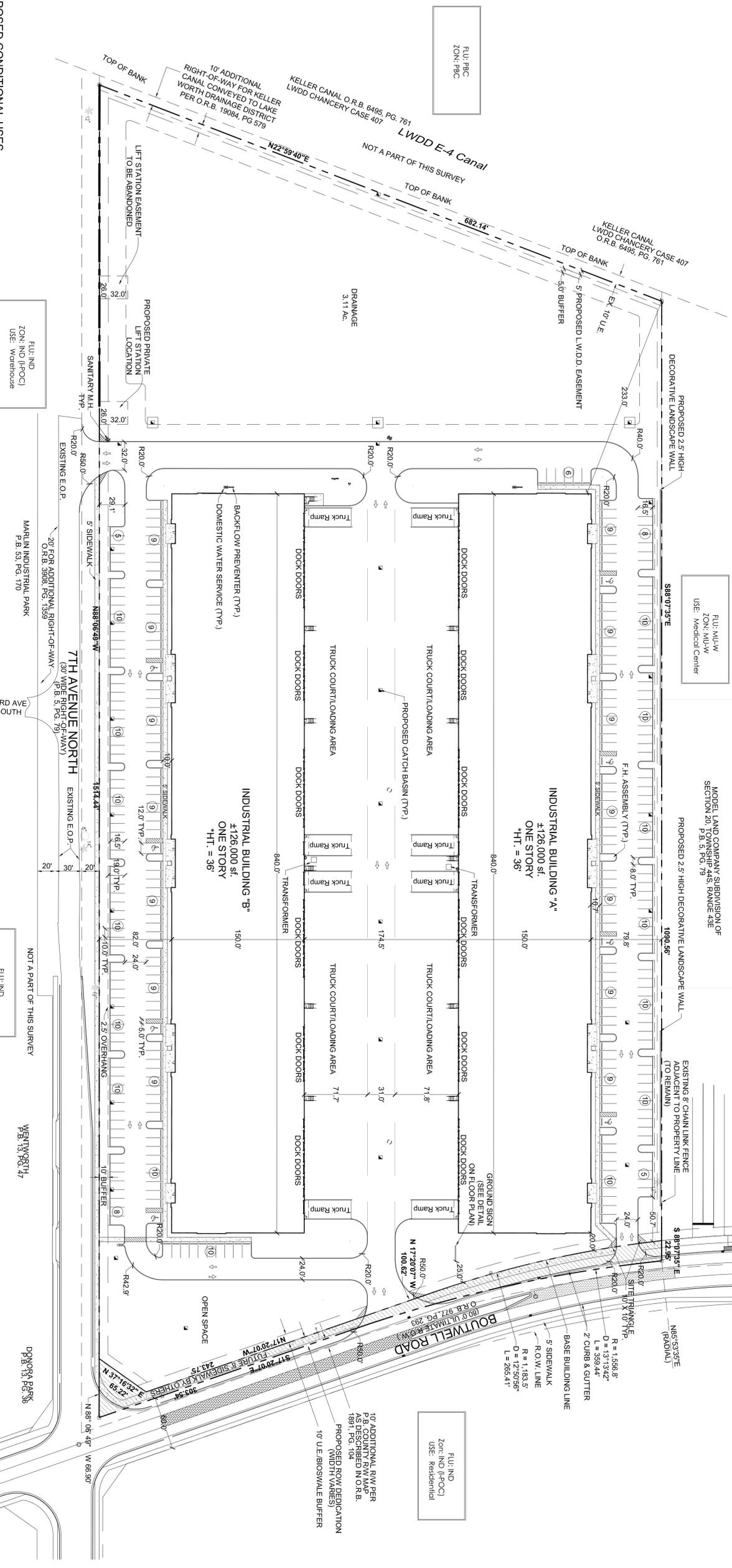
Zoning Dist./Pd	Minimum Lot Dimensions	FAR	Impermeable Surface Max. Coverage	Building Coverage	Front Setback	Street Setback	Rear Setback
H-POC	Size 13,000 sf	1.1	65% Max.	55%	20'	20'	10'
REQUIRED	Width/Proportionage 100'	1.31	64.9%	31%	20'	20'	10'
PROPOSED	Depth 151.4'	0.31			79.8'	82'	233'

Parking Data	Industrial @ 100 spaces / 1,000 sf
Parking Required	252 Spaces
Parking Provided	308 Spaces
HC Parking Provided	8 Spaces
Loading Provided (Proposed Truck Court / Loading Area)	28 Spaces
Equivalent to 378 Spaces	



MILLER LAND PLANNING, INC.
 508 E. Boynton Beach Blvd.
 Boynton Beach, FL 33435
 (561) 736-8838

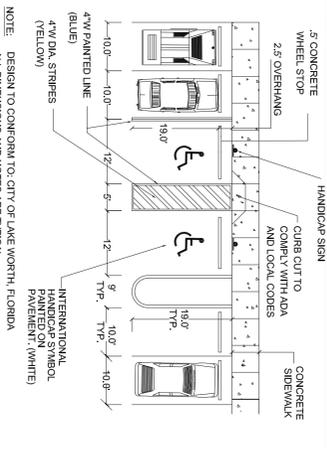
Consultants



PROPOSED CONDITIONAL USES

Medium Intensity Commercial Uses - Less than 7500 sf	High Intensity Industrial Uses - Greater than 7500 sf
Contractor (Office with outdoor storage yard)	Building and Construction Trades / Contractors without outdoor storage yards
High Intensity Commercial - Greater than 7500 sf	Boat Repair and Maintenance
Cold Storage	Contractor (on-site storage yard allowed)
Contractor (Office)	Specialty Contractor (on-site storage yard allowed)
Dead Storage Facilities	Equipment Rental and Leasing
Printing Services	Factory or Manufacturing (Reference Ordinance Chapter 14)
Warehouse	Food Manufacturing & Processing
Wholesale and Distribution Facilities	Garment / Clothing / Apparel Manufacturing
High Intensity Office Uses - Greater than 7500 sf	High Intensity Fabrication Services excluding retail display and sales
Call Center	High Intensity Manufacturing Services excluding retail display and sales
Governmental Administrative Office	High Intensity Processing excluding retail display and sales
High Intensity Personal Services Uses - Greater than 7500 sf	Import / Export Business
Gymnastics Studios / Training Facilities	Regional Distribution Center
Large Household Appliance Repair	Renewable Energy Resource Center
	Septic Tank, Sewer and Drain Cleaning and Repair Services
	Storage Outdoor
	Storage Indoor
	Welding Contractors

90 DEGREE ANGLED PARKING DETAIL N.T.S.



NOTES

- This plan was prepared based on a survey provided by Engenuity Group, Inc. dated 10.16.2014.
- Details shown here in are typical; final details to be provided at time of permitting.
- Dumper locations and details to be provided at time of tenant improvements.
- In addition to the conditional uses shown herein, any use permitted by right in the H-POC zoning district shall be allowed.
- The design for the Boutwell Road shown herein is based on City of Lake Worth Park of Commerce Phase 1 Work prepared by Mott Ross and dated April 2015.
- See architectural plans for sign details.
- Building height measured from finished floor elevation. Requesting height increase per Sustainable Bonus Incentive Program.

Boutwell Business Center
 City of Lake Worth, FL

Date/Revisions
 Sept. 4, 2015



SCALE 1" = 60'-0"

Site Plan
 SP-1



AGENDA DATE: November 1, 2016, Regular Meeting

DEPARTMENT: City Commission

EXECUTIVE BRIEF

TITLE:

Ratify a board member to the City Tree Board

SUMMARY:

This item is to ratify the appointment of Andrea Steele to the City Tree Board.

BACKGROUND AND JUSTIFICATION:

On February 5, 2013, the Commission adopted an ordinance amending the board member appointment process to allow for the selection of board members by individual elected officials. In accordance with the ordinance, the board appointments would be effective upon ratification by the Commission as a whole.

The following appointment is requested to be ratified:

City Tree Board

Mayor Triolo's appointment of Andrea Steele to fill an unexpired term ending on July 31, 2017.

MOTION:

I move to ratify Mayor Triolo's appointment of Andrea Steele to the City Tree Board for an unexpired term ending on July 31, 2017.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

City Tree Board Application

City Tree Board Membership Log

EXPIRES 7/29/17



APPLICANT'S NAME: Andrea M. Steck
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE ENTERED ON PAGE 5.

Thank you for your interest in serving the City of Lake Worth. The City Commission recognizes that volunteering is important, and your contribution is what makes Lake Worth a great community. Completion of this application is necessary so that the members of the City Commission can thoroughly review each application as part of their consideration for your appointment.

If applying for more than one Board/Committee, please number in order of preference. If you have previously submitted an application, it will be removed from our files unless you mark the board(s) previously applied for on this application. Please choose no more than three Boards/Committees for which you wish to apply. When selecting, indicate your first, second, and third preference. *You may not serve on two of the following boards/committees at one time: Construction Board of Adjustments and Appeals, Community Redevelopment Agency, Historic Resources Preservation, or Planning & Zoning Boards.*

- Board of Trustees Employees' Retirement System *
- Board of Trustees Police Retirement System *
- Board of Trustees Firefighters' Pension Trust Fund *
- Board of Trustees Firefighters' Pension Trust Fund - Division II *
- City Recreation Advisory Board
- City Tree Board
- Community Redevelopment Agency *
- Construction Board of Adjustments and Appeals **
- Electric Utility Advisory Board
- Finance Advisory Board
- Historic Resources Preservation Board **
- Library Board
- Planning & Zoning Board * **
- Sister City Board



* Requires that appointee fill out an annual financial disclosure form to be filed with the Supervisor of Elections Office

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. PERSONAL

Name: Mr/Mrs/Ms. (circle one) Andrea Steele
Residence: 518 N. Federal Hwy, Unit 11
City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: Driver's license

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: () _____ Business Phone: () _____

Cell Phone: (503) 672-8777 Email Address: astecke@hcdpbc.org

Are you a citizen of the United States? Yes

Are you a registered Palm Beach County voter? Yes

Are you a registered Lake Worth voter? Yes

How long have you been a resident of Lake Worth? 1 yr.

List all properties owned and/or business interests in Lake Worth? 518 N. Federal Hwy, Unit 11 Lake Worth, FL 33460

What is your occupation? Quality Manager

Employer? Health Care District of Palm Beach County

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? No

If so, which board? _____

Have you ever served on a City of Lake Worth board? No

If so, when and which board(s)? _____

Do you serve on any boards in Florida, or are you an elected or appointed state, county, or municipal office holder, or Palm Beach County employee? No

If yes, please name the board, position, etc. _____

2. EDUCATION

High School: Sam Barlow High School Date of Graduation: 1997

College: U of Portland Degree: MBA Date of Graduation: 2008

Resume attached? yes no

3. WORK EXPERIENCE

At least 15 years of health care experience

4. INTEREST/ACTIVITIES

Camping, horse back riding, photography

5. COMMUNITY INVOLVEMENT (see resume)

Social justice (Sisters of the Road), Recycling (Muckin' Style), Food justice (Harvest Co-op)

6. Why do you desire to serve on this board (first preference)

I would like to learn more about city planning with regards to trees and making our city more green.

6. Why do you desire to serve on this board (second preference)

I think it would be fun to get to know our sister city!

6. Why do you desire to serve on this board (third preference)

I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

I have read Ordinance No. 2010-29 and Article XIII (Palm Beach County) Code of Ethics attached hereto, and understand the policy on the City of Lake Worth's Code of Ethics. Within 30 days after appointment, I understand that I am required to participate in Ethics Training and submit an Acknowledgement of Receipt form to the City Clerk's Office in order to continue to serve on my appointed board.

Andrew M. Feele
Signature

PLEASE INITIAL AW
7/29/16
Date

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE SIGNED ABOVE.

NOTE: Information regarding the duties and responsibilities of any board/committee can be found by visiting our website at www.lakeworth.org then select Residents/Volunteer and select the Volunteer Advisory Board application. If you need additional information, please contact Silvina Donaldson, Volunteer Coordinator at sdonaldson@lakeworth.org or by calling 561-586-1730.

EMAIL APPLICATION TO: sdonaldson@lakeworth.org (preferred method)

or

FAX APPLICATION TO: Volunteer Coordinator (561) 586-1750

or

RETURN APPLICATION TO: Volunteer Coordinator
Lake Worth City Hall
7 North Dixie Highway
Lake Worth, FL 33460

SUNSHINE LAW: The primary purpose of government in the Sunshine Law is to assure public access to the decision making processes of public boards and committees. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and committees.

FLORIDA *The Sunshine State*
DRIVER LICENSE CLASS **688-0**

ANDREA MICHELLE STEELE
DOB: 07/28/1977
SEX: F
HT: 5-00
WT: 120
HAIR: BRN
EYES: BRN
SCARS: NONE
SEXUAL ORIENTATION: STRAIGHT

CLASSIFICATION: MOTORCYCLE ONLY

Operator of a motor vehicle is authorized. Consent to any liability may be required by law.

CITY TREE BOARD
THREE-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
William Joseph 1717 3 rd Avenue North wjinvestigation@aol.com (Vice Mayor's Appointment District 1)	08/16/16	C: 561-369-2326	YES	07/31/2019
Christian Minaya 1225 16 th Avenue N proalfst@yahoo.com (District 4 Appointment)	05/17/16	C: 561-541-7049	YES	07/31/2019
Monica Bilotti 915 North Palmway Yoganidra13@icloud.com (District 3 Appointment)	6/21/16	908-692-0093	YES	07/31/2018
VACANT (Mayor's Appointment)		C:	NA	07/31/2017
Katherine Curtis 219 South L Street (Mayor's Appointment)	09/01/15	C: 571-274-5157	YES	07/31/2016
Richard Stowe - CHAIR 414 N. Federal Highway richstowe@gmail.com (District 2 Appointment)	04/23/13	H: 561-231-3509	YES	7/31/2018
George Magalios 218 South Federal Highway, # 5 gmagalios@gmail.com (Vice Mayor's Appointment District 1)	09/06/16	H: 561-523-4888	YES	07/31/2019

ADVISOR

David McGrew (Parks Department)	W: 561-586-1677	YES
---------------------------------	-----------------	-----

The purpose of the board is to establish policy and provide standards within the City landscape ordinance for tree preservation and protection, both public and private. The policy would include, but not be limited to ; providing educational materials on proper planting, pruning techniques, insect and disease control; planting of native species; inventory of existing trees; permit guidelines including rules for tree removal; opportunities for citizen involvement; and City tree sales. The board would recommend the planting of trees which would provide a continuing shade canopy into the future.

Ord. No. 2014-07, effective 02/11/14, the Tree Board has been amended to reinsert the provision for electing officers, including a secretary, for a term of one year.

** Ord. No. 2011-03 approved Feb. 1, 2011 – effective July 31, 2013, two resident members shall be appointed for one year terms, two members shall be appointed for two year terms, and three resident members shall be appointed for three year terms; thereafter all succeeding members shall serve three year terms

Ord. No. 2008-14, effective 7/10/08, amended attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 2007-42, effective 10/02/07, increased membership from five to seven resident members and eliminated the alternate member.

Ord. No. 2005-17, effective 06/17/05, increased membership from four to five resident members

Ord. No. 2004-48, effective 12/17/04, changed makeup of Board to four resident members, plus one alternate. City Horticulturist shall be the advisor to the Board.

Ord. No. 2003-25, enacted 8/5/03, established attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 25% of all meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 98-11, effective 4/19/98, reduced members of Board; requiring two members from Parks Department, one from Golf Course, the City Projects Manager, and at least two resident representatives.

FINANCIAL DISCLOSURE FORMS ARE NOT REQUIRED.

Meetings: Second Thursday of each month at 5:30 PM.

Recording Secretary: David McGrew, Parks Department



AGENDA DATE: November 1, 2016, Regular Meeting

DEPARTMENT: Legal

EXECUTIVE BRIEF

TITLE:

Memorandum of Understanding and Non-Disclosure Agreement with Florida Atlantic University (“FAU”)

SUMMARY:

The Agreement is to formalize the relationship between FAU’s Southeast National Marine Renewable Energy Center (“SNMREC”) and the City to collaboratively explore development of ocean energy technology.

BACKGROUND AND JUSTIFICATION:

The proposed Agreement seeks to create a contractual relationship between FAU, its Southeast National Marine Renewable Energy Center (“SNMREC”), and the City to collaboratively explore development of ocean energy technology. Since its creation with funding from the State of Florida and the U.S. Department of Energy’s Wind and Water Power Program, SNMREC’s mission is to advance the science and technology of implementing marine renewable energy recovery. In pursuit of its mission, SNMREC has developed certain offshore test infrastructure related to the Gulfstream current. The City seeks to utilize existing infrastructure to connect an onshore monitoring and grid interface facility to an offshore junction for connection to deep water test moorings in the Gulfstream current. The ability to provide this vital connection will enable the SNMREC to develop a facility that upon completion will attract original equipment manufacturers of turbines to test their equipment in Lake Worth.

The proposed Agreement provides an initial framework for the City’s and FAU’s relationship with an anticipated need of entering further agreements as that relationship begins to solidify into specific projects.

Under a separate agenda item, the City is seeking authorization to apply for a Renewable Energy and Energy Efficient Technologies Grants Program for the purpose of receiving grant matching funds to assist the City in its collaborative endeavor with SNMREC.

MOTION:

I move to approve/disapprove the Memorandum of Understanding and Non-Disclosure Agreement with Florida Atlantic University.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

FISCAL IMPACT ANALYSIS

- A. Five Year Summary of Fiscal Impact:- not applicable
- B. Agreement

MEMORANDUM OF UNDERSTANDING AND NON-DISCLOSURE AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND NON-DISCLOSURE AGREEMENT (this “Agreement”) is made effective as of _____, 2016 (the “Effective Date”), by and between **FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES**, a public body corporate of the State of Florida, located at 777 Glades Road, Boca Raton, FL 33431 (“FAU”) and the **CITY OF LAKE WORTH**, a Florida municipal corporation, located at 7 N. Dixie Highway, Lake Worth, FL 33460 (“CITY”). FAU and CITY are sometimes referred to in this Agreement as a “Party” or collectively as the “Parties”.

RECITALS:

WHEREAS, FAU’s Southeast National Marine Renewable Energy Center (“SNMREC”) is in possession of certain information, ideas and/or equipment/facilities relating to ocean energy technology that may be confidential and proprietary to FAU;

WHEREAS, the CITY is in possession of certain information, ideas and/or equipment/facilities which could assist in the development of ocean energy technology that may be confidential and proprietary to the CITY;

WHEREAS, FAU, through its SNMREC, and the CITY are interested in a strategic relationship which would enable cooperation, collaboration and exchange of certain information and ideas in the development of ocean energy technology in Palm Beach County, Florida; and,

WHEREAS, FAU and the CITY desire to enter this Agreement in order to set forth the terms and conditions of their relationship in the development of ocean energy technology and the confidential and proprietary nature of the information exchanged between them.

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

1. Recitals. The Recitals set forth above describe the desires of the Parties and the circumstances under which this Agreement is executed and, consequently, are incorporated herein by this reference and shall be considered in the interpretation of this Agreement.

2. Further Agreements. Subject to the terms and conditions set forth in this Agreement, it is envisioned that the Parties will enter into further binding agreements involving or relating to the collaborative activities set forth below in Section 3 (“Further Agreements”). Further Agreements will delineate the Parties’ rights and obligations, will address, among other matters, sources of funding and intellectual property rights, and be signed by both Parties’ authorized signatories before initiating any projects or utilizing external funding which will involve the Parties’ information, ideas and/or facilities as they relate to the development ocean energy technology. The creation and execution of the Further Agreements will be coordinated by the Parties’ designated representatives, as designated in Section 4 below.

3. Collaborative Activities. Although the precise activities the Parties will collaboratively engage in are likely to be developed over time and be subject to negotiations, the Parties contemplate pursuing the following activities:

3.1 Grant Funding. It is anticipated that the Parties will pursue grant funding opportunities for the development of their ocean energy technology. This may include, but is not limited to, co-applicants for grant funding; or, one Party being designated as a sub-grantee recipient by the other Party applying for the grant.

3.2 Facilities & Equipment Development. It is anticipated that the Parties will pursue additional research on ocean energy technology which will rely on one or both Parties' facilities and/or equipment being utilized.

3.3 Permits & Implementation. It is anticipated that the Parties will pursue permits for ocean energy technology research and/or other activities involved in the implementation of ocean energy technology.

4. Designated Representatives. The Parties' designated representatives will maintain regular and reasonable contact and engage in discussions regarding potential collaborative activities. FAU's designated representative for this Agreement is Gabriel Alsenas, SNMREC General Manager, who may be reached at (561) 297-0954 or via email: galsenas@fau.edu. The CITY's designated representative for this Agreement is Michael Bornstein, CITY Manager, who may be reached at (561) 586-1689 or via e-mail: mbornstein@lakeworth.org. Either Party may change their designated representative by sending written notice to the other Party.

5. Duration, Termination and Amendment. This Agreement shall remain in force for a period of one (1) year from the Effective Date and automatically renew for one (1) year renewal periods unless otherwise terminated. This Agreement may be terminated by providing sixty (60) days' advance written notice to the other Party. This Agreement may be amended by the Parties by written agreement signed by each Parties' authorized signatories.

6. Use of Names. Except as may be required by applicable grant requirements, neither Party may use the name of the other Party in any form of advertising or publicity without express written permission.

7. Non-Disclosure. In the course of this Agreement and the collaborative activities, it may be necessary for the Parties to disclose information that the disclosing Party treats as confidential or proprietary in nature. Unless otherwise expressly permitted in this Agreement or by law, any and all information, correspondence, financial statements, records, data or information this is competitively sensitive, governed by trade secret laws or proprietary in nature and not generally known to the public, including without limitations, facilities, security, formulations, analysis, inventions, techniques, and activities of the disclosing Party, and that is marked as confidential and/or proprietary for purposes of this Agreement ("Confidential Information") shall be received and treated in confidence, and shall not be used by the receiving Party or disclosed by the receiving Party without the prior written consent of the disclosing Party, which consent shall not be unreasonably withheld or delayed. The foregoing restrictions on Confidential Information shall not apply to any information that:

- (a) has become publicly known through no wrongful act of the receiving Party; or,
- (b) was received by the receiving Party without breach of this Agreement from a third party without restriction as to the use and disclosure of the information; or,
- (c) was independently developed by the receiving Party without use of the Confidential Information; or

- (d) is required to be publicly released under Florida's Public Records Act, which is applicable to both Parties.

8. Ownership of Confidential Information. The receiving Party agrees that all Confidential Information shall remain the property of the disclosing Party, and that the disclosing Party may use such Confidential Information for any purpose without obligation to the receiving Party. Nothing contained herein shall be construed as granting or implying any transfer of rights to the receiving Party in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information. Upon the termination of this Agreement and a written request by the disclosing Party, the receiving Party shall return all Confidential Information to the disclosing Party so long as such information is still considered Confidential Information and was received in written or tangible form.

9. Potential for Intellectual Property Development. It is understood that activities contemplated under this Agreement are expected to be cooperative in nature and may result in the creation of Intellectual Property. The Parties agree that ownership of Intellectual Property rights generated as a result of activities under this Agreement or any Further Agreements will follow inventorship rules in accordance with applicable patent laws. Each Party to this Agreement shall own the Intellectual Property conceived and first reduced to practice solely by its employees and agents in furtherance of projects or activities contemplated by this Agreement. Intellectual Property conceived or first reduced to practice jointly by employees or agents of both Parties shall be jointly owned in accordance with applicable patent laws. The Parties shall address all jointly owned Intellectual Property in a Further Agreement prior to either Party individually using or exploiting the same. "Intellectual Property" as used in this Section means all patentable discoveries, innovations, inventions, improvements, devices, equipment and designs related to or arising from ocean energy technology or this Agreement or a Further Agreement. This Section 10 shall survive termination of this Agreement.

10. Exclusivity. The Parties anticipate that as their relationship develops and specific endeavors and/or projects are identified there may be a need for a Further Agreement to address an exclusive relationship between the Parties. Until such time, the Parties agree to work cooperatively on endeavors and/or projects they are exploring and use their best efforts to jointly develop such endeavors and/or project until such time as a Further Agreement is entered to address an exclusive relationship or the Parties' designated representatives agree to expand their joint efforts to other persons or entities.

11. No Assignment. Neither Party may assign this Agreement or any interest herein without the express prior written consent of the other Party.

12. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties, and their successors, and approved assigns.

13. Governing Law. The laws of the State of Florida shall govern this Agreement. In the event of litigation arising out of this Agreement, venue shall be in Palm Beach County, Florida.

14. Severability. If a court of competent jurisdiction holds any term of this Agreement to be invalid or unenforceable, all of the remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been included.

15. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto and not for the benefit of any other person, firm or entity.

16. Entire Agreement. This Agreement contains the entire understanding among the Parties with respect to the subject matter hereof.

17. Notice. Any and all notices given under this Agreement shall be given by, and be deemed given when: (i) delivered by personal delivery or any overnight delivery service; or, (ii) three days after being deposited in U.S. certified mail, return receipt requested, postage prepaid, addressed as follows:

If to FAU: SNMREC
Florida Atlantic University
Attn: Gabriel M. Alsenas, M.Sc.O.E., General Manager
777 Glades Road
Boca Raton, FL 33431

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

The foregoing notice addresses may be changed with written notice to the other Party.

18. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

19. No Conflict. Each Party represents and warrants that its entry into discussions regarding the collaborative activities and the execution by such Party of this Agreement does not constitute a default under or result in a breach of any agreement to which it is a Party or a violation of any law.

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

21. Waiver. Failure of a Party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

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

23. PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, FAU acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding and Non-Disclosure Agreement to be executed as of the date first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Pamela J. Lopez, City Clerk

Glen J. Torcivia, City Attorney

**FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES**

By: _____
Name: Diane Elias Alperin, PhD
Title: Vice Provost
Date: _____



AGENDA DATE: November 1, 2016, Regular Meeting

DEPARTMENT: City Manager's Office

EXECUTIVE BRIEF

TITLE:

Resolution No. 57-2016 - authorize submission of an application for funding under the Renewable Energy and Energy-Efficient Technologies Grant Program.

SUMMARY:

The Resolution authorizes the submission of an application, in an amount of up to \$400,000, to design and install a multi-functional cable through the City's outfall pipe into the Atlantic Ocean as part of the development of a testing hub for ocean-generated energy.

BACKGROUND AND JUSTIFICATION:

The Florida Department of Agriculture and Consumer Services, Office of Energy has recently announced that it is accepting applications for funding under the Renewable Energy and Energy-Efficient Technologies (REET) Grant Program. Funding under this program is made available for the purpose of providing renewable energy matching grants for demonstration, commercialization, research, and development projects relating to renewable energy technologies and innovative technologies that significantly increase energy efficiency for vehicles and commercial buildings. The due date for applications for funding under the REET Grant Program is November 14, 2016.

Florida Atlantic University's Southeast National Marine Renewable Energy Center (SNMREC) intends to partner with the City in order to make available its offshore test infrastructure for connection to the cable. By so doing, the necessary power and fiber optic cables can transition from an onshore monitoring and grid interface facility through the outfall pipe to an offshore manifold for connection to deep water test moorings in the Gulfstream current. The ability to provide this vital connection will enable the SNMREC to develop a facility that upon completion will attract original equipment manufacturers of turbines to test their equipment in Lake Worth.

As a separate agenda item, City staff is proposing a Memorandum of Understanding and Non-Disclosure Agreement with SNMREC to formalize the parties' relationship.

The City is required to provide a local cost share for the REET grant funding if awarded. The proposed source of the City's matching funding is in-kind services, including staff salaries and the value of its outfall pipe, which will equal twenty percent of the grant award amount.

MOTION:

I move to approve/not approve Resolution No. 57-2016.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	400,000	0	0	0
Operating Expenditures	0	80,000	0	0	0
External Revenues	0	-400,000	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	-80,000	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

The City's requisite local cost share will be provided by in-kind match of staff salaries dedicated to the project and the calculated value of the outfall pipe for the project.

C. Department Fiscal Review: _____

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RESOLUTION NO. 57-2016 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, OFFICE OF ENERGY FOR FUNDING PROVIDED THROUGH THE RENEWABLE ENERGY AND ENERGY-EFFICIENT TECHNOLOGIES GRANT PROGRAM IN AN AMOUNT OF UP TO \$400,000; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Florida Department of Agriculture and Consumer Services has announced the availability of funding under the Renewable Energy and Energy-Efficient Technologies Grant Program; and

WHEREAS, the Renewable Energy and Energy Efficiency Technologies Grant Program makes available grant funds for the purpose of providing renewable energy matching grants for demonstration, commercialization, research, and development projects relating to renewable energy technologies and innovative technologies that significantly increase energy efficiency for vehicles and commercial buildings; and

WHEREAS, the City desires to submit an application for funding assistance of up to \$400,000 under the Renewable Energy and Energy Efficient Technologies Grant Program install multi-functional cable through the City's outfall pipe into the Atlantic Ocean as part of the development of a testing hub for ocean-generated energy; and

WHEREAS, the Florida Atlantic University's Southeast National Marine Renewable Energy Center intends to partner with the City in order to make available its offshore test infrastructure moored in the Atlantic Ocean for connection through the shoreline transition infrastructure to establish a centralized monitoring and grid interface facility on land; and

WHEREAS, the proposed project serves a valid public purpose of promoting economic development and job creation by attracting original equipment manufacturers of energy producing turbines to the City of Lake Worth in order to utilize this unique facility upon its completion.

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

SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby authorizes the submission of an application to the Florida Department of Agriculture and Consumer Services, Office of Energy for grant funds made available through the Renewable Energy and Energy-Efficient Technologies

47 Grants Program in an amount of up to \$400,000 for the purpose of connecting
48 shoreline transition infrastructure from an onshore monitoring and grid interface
49 facility through the City's outfall pipe to the Southeast National Marine
50 Renewable Energy Center's test equipment and moorings for ocean-generated
51 energy located in the Atlantic Ocean's Gulfstream current.

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53 SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby
54 authorizes the City Manager to execute all documents related to the City's
55 application.

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57 SECTION 3: Upon execution of the Resolution, one copy shall be delivered to
58 the Economic Development and Marketing Director. The fully executed original
59 shall be maintained by the City Clerk as a public record of the City.

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61 SECTION 4: This Resolution shall become effective upon adoption.

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

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67 Mayor Pam Triolo
68 Vice Mayor Scott Maxwell
69 Commissioner Christopher McVoy
70 Commissioner Andy Amoroso
71 Commissioner Ryan Maier

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73 Mayor Pam Triolo thereupon declared this Resolution duly passed and
74 adopted on the 1st day of November, 2016.

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76 LAKE WORTH CITY COMMISSION

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ATTEST:

Pamela J. Lopez, City Clerk

By: _____
Pam Triolo, Mayor



**DRAFT
AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, DECEMBER 13, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:** Led by Commissioner Ryan Maier
- 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. Tropical Ridge Neighborhood Association update
 - B. South Palm Park Neighborhood Association update
 - C. City Recreation Board
- 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 - record the official results of the municipal bond referendum election
 - B. Resolution No. xx-2016 - set the general election ballot for March 14, 2017
 - C. Designate the Finance Advisory Board as the City's citizen oversight committee
- 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:

A. January 10, 2017 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.