



**AGENDA  
CITY OF LAKE WORTH  
CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, SEPTEMBER 06, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:** On behalf of Commissioner Andy Amoroso
- 3. PLEDGE OF ALLEGIANCE:** Led by Vice Mayor Scott Maxwell
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. International Talk Like a Pirate Day Proclamation
  - B. Recognize four retiring former Lake Worth Fire-Rescue employees for their years of service
  - C. Presentation by Chris Reisinger of Palm Beach County Environmental Resources Management regarding mosquito control efforts
  - D. Board of Trustees Employees Retirement System update
  - E. College Park Neighborhood Association update
- 6. COMMISSION LIAISON REPORTS AND COMMENTS:**
- 7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
- 8. APPROVAL OF MINUTES:**
  - A. City Commission Budget Work Session - August 9, 2016
  - B. City Commission Meeting - August 16, 2016
  - C. City Commission Budget Work Session - August 23, 2016

D. City Commission Work Session - August 25, 2016

9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
- A. Resolution No. 41-2016 - Amendment No. 001 to an agreement with the County for the Community Development Block Grant Osborne Pavilion Improvement project
  - B. Contract with West Construction, Inc. for Osborne Pavilion Improvements project
  - C. Purchase of an asphalt roller with trailer from Flagler Construction Equipment for the Streets Division
  - D. Amendment No. 8 to an agreement with Hy-Byrd, Inc. for building plans review and inspection for Fiscal Year 2017
  - E. Second Amendment to an agreement with NZ Consultants for current and long range planning, zoning, and historic preservation professional services
  - F. Amendment No. 1 to a contract with Community Champions Corporation for vacant property registration services
  - G. Subordination of Utility Interests with the County and City for watermain easement at the Lantana Airport
  - H. Agreement with D.S. Eakins Construction Corp. for Crew with Equipment for Specialized Underground Utility Repairs
  - I. Agreement with B&B Underground Construction, Inc. for the New Gravity Sewer Installation and Watermain Replacement project
  - J. Task Order No. 40 with Mock Roos & Associates, Inc. for Construction Phase Engineering Services for the 11th Avenue North Sewer Improvements project
  - K. Contract with Hinterland Group for the 11th Avenue North Sewer Improvements project
  - L. Task Order No. 2 with Kimley-Horn and Associates, Inc. for Engineering Design Services for the 14th Avenue North Watermain Improvements project
  - M. Change Order No. 1 with B&B Underground Construction, Inc. for North Booster Pump Station and Elevated Tank Piping Modification project
  - N. Settlement with James Alex Caldwell
  - O. Amendments to three collective bargaining unit agreements for base pay increases

P. Ratify the appointment of board members to various advisory boards

**10. PUBLIC HEARINGS:**

A. Ordinance No. 2016-24 - Second Reading and Public Hearing - regulate balloons and sky lanterns on City property

**11. UNFINISHED BUSINESS:**

**12. NEW BUSINESS:**

A. Ordinance No. 2016-25 - First Reading - amend jurisdiction and applicability to the Land Development Regulations and schedule the public hearing date for September 20, 2016

B. Ordinance No. 2016-26 - First Reading - designate the restricted/committed/assigned fund balances for Fiscal Year 2016 in accordance with GASB 54 and schedule the public hearing date for September 20, 2016

**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:**

1) Purchase Orders with SEL Enclosure Products and TEAMWORKnet, Inc. for the purchase, installation, and engineering of three protective relay panels for the Hypoluxo Station

2) Purchase Order with Alan Jay Fleet Sales for a pickup truck for the Electric Utility Department

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

A. Request for a closed executive session pursuant to section 768.28(16)(b), Florida Statutes, to discuss several risk management claims (pre-suit).

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

A. September 20, 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.**



**AGENDA DATE:** September 6, 2016 Regular Meeting

**DEPARTMENT:** City Clerk

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**EXECUTIVE BRIEF**

**TITLE:**

Board of Trustees Employees Retirement System update

**SUMMARY:**

Mayor Pam Triolo will update the Commission on activities that have taken place over the past several months.

**BACKGROUND AND JUSTIFICATION:**

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

**MOTION:**

Not applicable

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable



**AGENDA DATE:** September 6, 2016 Regular Meeting

**DEPARTMENT:** City Clerk

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**EXECUTIVE BRIEF**

**TITLE:**

College Park Neighborhood Association update

**SUMMARY:**

Mr. John Pickett will update the Commission on activities in the neighborhoods.

**BACKGROUND AND JUSTIFICATION:**

At the City Commission meeting on July 20, 2010, the City Commission requested that all neighborhood associations provide an update. The last update from the College Park Neighborhood Association was on October 20, 2015.

**MOTION:**

Not applicable

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Public Services

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**EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 41-2016 - Amendment No. 001 to an agreement with the County for the Community Development Block Grant Osborne Pavilion Improvement project

**SUMMARY:**

The Resolution extends the original completion date from October 31, 2016, to June 30, 2017.

**BACKGROUND AND JUSTIFICATION:**

On December 15, 2015, Palm Beach County and the City entered into an Interlocal Agreement for the Osborne Pavilion Improvements Project (Project Interlocal Agreement) that sets forth the terms and conditions for the expenditure of \$60,000 in Community Development Block Grant funds for this purpose. The project entails the construction of a new pavilion and related site improvements at Osborne Park. These improvements will include clearing and grubbing of the project site, installation of a concrete slab, purchase/construction of an open pavilion with related amenities and equipment, landscaping and appropriate site improvements.

This action is necessary as a result of the need to revise the plans for architectural and civil engineering considerations. The revised performance period will provide sufficient time for completion of construction and close-out of the project.

**MOTION:**

I move to approve/not approve Resolution No. 41-2016

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

Resolution

Amendment 001



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Public Services

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**EXECUTIVE BRIEF**

**TITLE:**

Contract with West Construction, Inc. for Osborne Pavilion Improvements project

**SUMMARY:**

The Contract authorizes the construction of the Osborne Pavilion Improvements in the amount of \$68,596.40.

**BACKGROUND AND JUSTIFICATION:**

On December 15, 2015, Palm Beach County and the City entered into an Interlocal Agreement for the Community Development Block Grant (CDBG) funded Osborne Pavilion Improvements Project. The Agreement sets forth the terms and conditions for an allocation of \$60,000 in CDBG funds for this purpose. The scope of work includes clearing and grubbing of the site, installation of a concrete slab, the purchase/construction of an open pavilion with related amenities and equipment, landscaping and site improvements consistent with park projects.

The City solicited bids from contractors for project construction services under IFB #16-120. Three bids were received. The lowest responsive bid was from West Construction, Inc. for the sum of \$68,596.40. The staff recommendation is to award the Bid to West Construction, Inc. as the lowest responsible, responsive bidder.

The City will be responsible for all project related costs in excess of the allocation of \$60,000 in CDBG funds. The source of the City funds in the estimated amount of \$8,596.40 is identified in the fiscal impact analysis section of this report.

**MOTION:**

I move to approve/not approve the construction contract with West Construction, Inc. in the amount of \$68,596.40.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Bid Tabulation

Notice of Recommendation to Award

CDBG Interlocal Agreement

Construction Contract

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$68,596.40	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	\$68,596.40	0	\$0	\$0	\$0

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

The remaining city funds have been identified in account # 001-5040-519-34-50.

*P.S: Bid document for West Construction shows \$68,641.40, but actual calculation is \$68,596.40.*

Public Services							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Adjusted Current Balance	Agenda Item Expenditures	Remaining Balance
001-5040-519-34.50	Contractual Services	N/A	\$208,000	\$258,000	\$13,941	-\$8,596	5,345
180-9710-539-63.15	CDBG	FG1606	\$0.00	\$1,460,328	\$613,442	-\$60,000.00	\$553,442
<b>TOTAL</b>						<b>\$68,596.40</b>	

C. Department Fiscal Review: \_JB\_

**CONSTRUCTION CONTRACT FOR  
OSBORNE PAVILION IMPROVEMENTS PROJECT  
IFB # 16-120**

THIS CONSTRUCTION CONTRACT ("Contract") is by and between the **City of Lake Worth**, a Florida municipal corporation ("City") and **West Construction, Inc.**, a Florida corporation, with its principal address at 318 South Dixie Highway, Suite 4-5, Lake Worth Florida 33460 ("Contractor").

WHEREAS, the City issued Invitation For Bid # 16-120 for construction services for the project known as the Osborne Pavilion Improvements Project ("IFB"); and

WHEREAS, the Contractor submitted a bid in response to the IFB; and

WHEREAS, the City desires to award the IFB to the Contractor for the Osborne Pavilion Improvements Project ("Project"); and

WHEREAS, the City finds awarding the IFB to the Contractor as described herein serves a valid public purpose.

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

Article 1. DEFINITIONS.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the Invitation for Bid #16-120 (including, but not limited to, the plans issued therewith) ("IFB"); the underlying Community Development Block Grant Agreement that funds a portion of the Project (as may be amended); the bid submitted by the Contractor; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

- |                  |  |
|------------------|--|
| First Priority:  | The Community Development Block Grant Agreement (including its requirements for Federally Funded Projects), as it may be amended |
| Second Priority: | Duly executed Change Orders  |
| Third Priority:  | Plans issued with the IFB  |
| Fourth Priority: | This Contract  |
| Fifth Priority:  | Remainder of the IFB   |
| Sixth Priority:  | Contractor's Bid   |

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean the City Manager or designee, City of Lake Worth, Florida. In the administration of this

Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

1.3 **Contract Price.** The Contract Price shall be \$68,596.40 (Sixty-Eight Thousand, Five Hundred Ninety-Six Dollars and 40/100 Cents), which shall be payable in accordance with paragraph 3 of this Contract.

1.4 **The Community Development Block Grant Project Agreement.** The Project is being funded in whole or in part by the Community Development Block Grant Project Agreement between Palm Beach County and the City, dated December 15, 2015 (as may be amended), which includes the Requirements for Federally Funded Projects ("Grant Agreement"). The Contractor shall abide by all requirements and obligations imposed on the City or the City's subcontractor (or as otherwise identified) under the Grant Agreement. This includes, but is not limited to, the Contractor abiding by all federal HUD Section 3 requirements; conditions of payment; reports; audits; prior written approvals; termination; and, all requirements stated in the Requirements for Federally Funded Projects (a copy of which is attached hereto as Exhibit "A"). If the Grant Agreement is terminated for any reason, this Contract and the Contract Documents will also be terminated unless agreed in writing by the City and Contractor to be extended.

#### Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

- 2.1 Substantial completion of the work shall be within **90 calendar days** from the notice to proceed. Final completion of the work and all punch-list items (if any) shall be within **120 calendar days** from the notice to proceed.
- 2.2 **Liquidated Damages.** The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the work described in the Contract Documents not completed within the times specified in paragraph 2.1 above. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City two hundred dollars (\$200.00) for each day that expires after the time specified in paragraphs 2.1.

#### Article 3. PAYMENT PROCEDURES

- 3.1 **Generally.** The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor's invoices shall be submitted to:

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

The City's Project Manager will review each invoice submitted by the Contractor. If approved by the City's Finance Department, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business

days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

- 3.2 Payment to the Contractor shall be made pursuant to Community Development Block Grant Agreement and in accordance with Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold ten percent (10%) of each payment to the Contractor as retainage until fifty percent (50%) of the Contract Price is paid to the Contractor. Upon payment of fifty percent (50%) of the Contract Price to the Contractor, the City will withhold only five percent (5%) of each payment made to the Contractor. Upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage upon payment of fifty percent (50%) of the Contract Price being paid to the Contractor (not to exceed fifty percent (50%) of the total retainage amount).
- 3.3 **Final Payment.** Upon final completion and acceptance of the Work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Project, the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the City. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the Contract Price including any amount held as retainage.
- 3.4 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City.
- 3.5 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.
- 3.6 **Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.**

#### Article 4. SUBCONTRACTS

The total work to be accomplished by subcontractors is listed in the IFB. Balance of work must be accomplished by selected Contractor's own forces.

#### Article 5. CONTRACTOR'S REPRESENTATIONS

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

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

5.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports

which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

5.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

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

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

#### Article 6. INDEMNITY.

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend

vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Article 7. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses of engineering and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the City will be charged to Contractor be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for herein.

Article 8. PUBLIC CONSTRUCTION BOND.

Pursuant to the Grant Agreement requirements, since the Project will not exceed \$100,000, the requirement for a public construction bond is waived.

Article 9. TERMINATION.

**A. TERMINATION BY CITY:** The City may terminate the Contract and the Contract Documents if the Contractor:

- (a) refuses or fails to supply enough properly skilled workers or proper materials;
- (b) fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) **takes action, short of declaring bankruptcy, evidencing insolvency;**
- (e) **fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,**
- (f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
- (b) finish the Work by whatever reasonable method the City may deem expedient.

The Contractor and its sureties shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by

the City, including but not limited to, and any increased costs incurred by the City in completing the work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

#### **B. TERMINATION BY THE CITY FOR CONVENIENCE**

The City may, at any time, terminate the Contract and Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

- (a) cease operations as directed by the City in the notice;
- (b) take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
- (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination including termination payments to Subcontractors and demobilization costs.

#### **Article 10. MISCELLANEOUS.**

- 10.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the City's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders
- 10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if

any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 10.6 **Successors and Assigns:** This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.7 **Governing Law; Consent to Jurisdiction:** This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 10.8 **Third Party Beneficiary rights:** This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.9 **Severability:** If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.10 **Effective date:** The effective date of this Contract is the date the Contract is approved by the City Commission.
- 10.11 **Public Records:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:
  - (a) Keep and maintain public records required by the City to perform the service.
  - (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of this Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, [dandrea@LakeWorth.org](mailto:dandrea@LakeWorth.org), or 7 North Dixie Highway, Lake Worth, FL 33460.**

- 10.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 10.14 Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.
- 10.15 The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.16 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

- 10.17 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.
- 10.18 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its Subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The City grants to the Contractor and Contractor's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's Subcontractors in future projects of the Contractor or Contractor's Subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's Subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.
- 10.19 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.20 Contractor hereby waives any and all rights to Subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.
- 10.21 Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the City:

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

and to the Contractor as follows:

West Construction, Inc.,  
318 South Dixie Highway, Suite 4-5  
Lake Worth Florida 33460

Either party may amend this provision by written notice to the other party.

IN WITNESS WHEREOF, the City and Contractor have caused this Construction Contract for Osborne Pavilion Improvements Project to be executed the day and year shown below.

CITY OF LAKE WORTH, FLORIDA

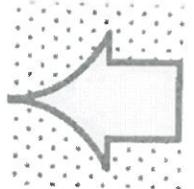
By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST

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

Approved as to form and legal sufficiency:

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



CONTRACTOR: WEST CONSTRUCTION, INC.

By: Martha A. Morgan

Print Name: Martha A. Morgan

Title: President

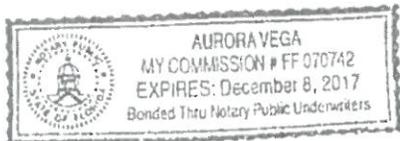
[Corporate Seal]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 31st day of August, 2016 by Marthe A. Morgan, as President of West Construction, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

Aurora Vega  
Print Name: \_\_\_\_\_  
My commission expires: 12-08-2017





**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Public Services

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**EXECUTIVE BRIEF**

**TITLE:**

Purchase of an asphalt roller with trailer from Flagler Construction Equipment for the Streets Division

**SUMMARY:**

This item provides for the purchase of upgraded heavy equipment to repair and maintain neighborhood streets at a cost not to exceed \$48,500 with a full 60 month/3,000 hour warranty.

**BACKGROUND AND JUSTIFICATION:**

The Streets Division is actively engaged in the repair and maintenance of neighborhood streets to better serve the needs of the City. Staff is recommending the purchase from the general fund of a new Volvo DD25B Double Drum Asphalt Roller and Trail King TK12U 12 Ton Utility Trailer using the Florida Sheriffs Association contract. This universal trailer will also be utilized for Stormwater equipment and functions; hence funding the trailer equipment from the Stormwater fund and thus securing a better price. The Florida Sheriffs Association contract may be viewed by visiting [www.flsheriffs.org/purchasing\\_programs/cooperative-fleet/](http://www.flsheriffs.org/purchasing_programs/cooperative-fleet/).

**MOTION:**

I move to approve/not approve a Purchase Order with Flagler Construction Equipment for an asphalt roller with trailer through the Florida Sheriffs Association contract in an amount not to exceed \$48,500.

**ATTACHMENT(S):**

- Fiscal Impact Analysis
- Roller Quote
- Roller Specification
- Trail King Quote
- Trail King Specification

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	48,500	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	48,500	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services						
Account Number	Account Description	FY2016 Adj Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
001-5020-519-52-20	Small Tools and Equipment	0.00	N/A	40,500 *	39,000	1,050
408-5090-538-63-15	Small Tools and Equipment	165,000	N/A	53,000	-9,500	43,500

\*Requires a budget transfer from multiple accounts

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



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Amendment No. 8 to an agreement with Hy-Byrd, Inc. for building plans review and inspection for Fiscal Year 2017

**SUMMARY:**

The Amendment provides for the continued plans review and inspection services through September 30, 2017 for an amount not to exceed \$45,000.

**BACKGROUND AND JUSTIFICATION:**

Since August of 2012, the City has been recruiting for a Plans Reviewer/Inspector for the Building Division. The Plans Reviewer/Inspector position remains open as no applicant with the required experience and certifications to meet the minimum qualifications for the position has been successfully recruited.

For the City to maintain levels of service, the contract with Hy-Byrd requires an amendment to allow for an expenditure of up to \$45,000 for plans review and inspection services for Fiscal Year 2017.

The City conducted a good faith review and analysis of local firms offering Building Division services before entering into the agreement with Hy-Byrd. The City obtained three (3) quotes from such firms and found Hy-Byrd to be well qualified, responsible, responsive, and the most affordable firm. Continued analysis of local firms and the industry reveals that Hy-Byrd remains to be the firm, which serves the best interest of the City.

Consistent with section 2-112(j) of the City's Procurement Code, the City Commission may authorize the waiver of procurement procedures upon the recommendation of the City Manager when it is not practicable or advantageous for the City to do so because the goods or services cannot reasonably be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services or other factors. Purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiations as to price, delivery and terms. Accordingly, based on the foregoing, the City Manager recommends a waiver of the procurement procedures for the amendment to the agreement with Hy-Byrd.

**MOTION:**

I move to approve/disapprove an Amendment No. 8 with Hy-Byrd Inspection Services in the amount of \$45,000 pending the approval of the FY 2017 Annual Operating Budget.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
2012 Agreement  
Amendment

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$45,000	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
<b>Net Fiscal Impact</b>	<b>\$45,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

No. of Addn'l Full-Time Employee Positions	0	0	0	0	0
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B. Recommended Sources of Funds/Summary of Fiscal Impact: \$45,000 is proposed budget in FY 2017 for outside contractual services to provide Plans Reviewer/Inspector services in Account No. 103-2020-515.34.50 (contractual services).

This agenda item will require \$45,000 from contractual services account 103-2020-515.34.50. Should the proposed FY 2017 Operating Budget be approved, this request will leave a \$0 balance in the contractual services account.

<b>Hy-Byrd Inc.</b>		<b>Building Division Services</b>				
<b>Account Number</b>	<b>Account Description</b>	<b>FY17 Budget</b>	<b>Budget Transfer from Salaries</b>	<b>Net Available Funds</b>	<b>Agenda Item Expenditure</b>	<b>Remaining Balance</b>
<b>103-2020-515.34-50</b>	Contractual Services	45,000	0	45,000	-45,000	0

C. Department Fiscal Review: \_CS/WW\_



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Second Amendment to an agreement with NZ Consultants for current and long range planning, zoning, and historic preservation professional services

**SUMMARY:**

The Amendment provides for services to complement existing staff and to handle special and required projects at a cost not to exceed \$104,210.

**BACKGROUND AND JUSTIFICATION:**

On August 20, 2014, the City executed an Agreement for five (5) years with two additional one year renewal options. This agreement is for the second year of the original term.

At this time, the Planning, Zoning and Historic Preservation Division is coordinating this year's agreement to cover a variety of planning tasks as well as the City's Evaluation and Analysis Review (EAR) based process for the City's Comprehensive Plan, which is required every seven (7) years in the State of Florida. Up to \$104,210 is anticipated to be spent under this amendment to an agreement with NZ Consultants for Fiscal Year 2017. Services to be provided are coordination and completion of the City's required EAR process and necessary associated Comprehensive Plan amendments. These EAR-based amendments will also include revisions affecting other elements of the Comprehensive Plan related to the following departments: Leisure Services, Water Utility and Public Services. NZ Consultants will provide the necessary services under this agreement for the EAR process. Other services will be to provide planning and zoning assistance with the review of larger more complicated projects, including annexations, as well as related tasks that staff would not be able to handle due to either staff shortages, complexity or volume of demand.

**MOTION:**

I move to approve/deny the Second Amendment to an Agreement with NZ Consultants for Fiscal Year 2017.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
2014 Agreement  
Second Amendment

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$104,210	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
<b>Net Fiscal Impact</b>	<b>\$104,210</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

No. of Addn'l Full-Time Employee Positions	0	0	0	0	0
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B. Recommended Sources of Funds/Summary of Fiscal Impact: \$125,000 is the proposed budget in FY 2017 for professional Services in the Planning & Preservation Division of the Department of Community Sustainability. The remaining funds would be provided by Leisure Services (\$9,690), Water Utility (\$2,210) and Public Services (\$7,310).

This agenda item will require \$85,000 from contractual services account 001-2030-515.31-90. Should the proposed FY 2017 Operating Budget be approved, this request will leave a \$40,000 balance in the contractual services account. The remaining funds will come from the four (4) accounts listed below that are within the Leisure Services, Water Utility and Public Service Departments respectively.

<b>FIRM</b>		<b>NZ Consultants</b>				
<b>Account Number</b>	<b>Account Description</b>	<b>Project #</b>	<b>FY17 Budget</b>	<b>Upon Budget Approval</b>	<b>Agenda Item Expenditure</b>	<b>Remaining Balance</b>
<b>001.2030.515.31-90</b>	Community Sustainability		\$125,000	125,000	-85,000	40,000
<b>001.8061.572.52-25</b>	Leisure Services		\$61,950	61,950	-9,690	52,260
<b>402.7010.533.31-90</b>	Water Utility		\$339,500	339,500	-9,690	338,810
<b>408.5090.538.31-90</b>	Public Services		\$51,465	51,465	-3,655	47,810
<b>410.5081.534.34-50</b>	Public Services		\$10,000	10,000	-3,655	6,345

C. Department Fiscal Review: \_CS/WW\_



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Amendment No. 1 to a contract with Community Champions Corporation for vacant property registration services

**SUMMARY:**

The Amendment provides for the continuation of vacant property registration services for both improved and unimproved property through August 20, 2017, with an average annual revenue to the City of approximately \$100,000-\$110,000.

**BACKGROUND AND JUSTIFICATION:**

Since the beginning of FY 2012, the City has contracted with Community Champions (formerly Federal Property Registry Corporation) to manage the City's vacant registry program. This program requires a formal registration of all vacant/foreclosed improved property in a database that contains all pertinent information relating to the property. Most importantly, it requires the listing of a local property management contact so that issues relating to the condition of the property can be addressed in a timely fashion. In 2014, this service was expanded to include unimproved property in a similar database. The registrations are due annually once they have been added to the database, until which time they are no longer vacant.

The two-year contract, signed in 2014, allowed for three one-year renewals at the consent of both parties. This is the first of those three renewals.

**MOTION:**

I move to approve/not approve Amendment No. 1 with Community Champions Corporation.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Amendment #1 to the Agreement  
Original Agreement

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	\$100,000	\$110,000	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$100,000	\$110,000	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

The account identified in the general fund to receive the revenues is account # 001-0000-329-10-10.

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



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Subordination of Utility Interests with the County and City for watermain easement at the Lantana Airport

**SUMMARY:**

The Subordination provides for a priority of interest to now be the County and should an approximately 119-foot portion of watermain need to be relocated within a new right-of-way limit along Lantana Road, the cost will be paid by the County.

**BACKGROUND AND JUSTIFICATION:**

Palm Beach County has proposed development at the Lantana Airport that includes a new driveway connection from Lantana Road. This driveway connection requires expansion of the right-of-way limits, which overlaps with the City's existing easement over the watermain that runs on Lantana Airport property. The proposed Subordination provides the priority of interest to now be Palm Beach County and has agreement between the City and County that should this approximate 119-foot portion of watermain ever need to be relocated in this area, the cost will be paid by the County.

**MOTION:**

I move to approve/deny the Subordination of Utility Interests between the County and City for watermain easement at the Lantana Airport

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Subordination Agreement



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Agreement with D.S. Eakins Construction Corp. for Crew with Equipment for Specialized Underground Utility Repairs

**SUMMARY:**

The Agreement provides for rental of crews and equipment to be used by the Utilities and Public Services Departments on an “as needed” basis for planned and emergency repairs of underground water, sewer and stormwater utilities requiring specialized equipment.

**BACKGROUND AND JUSTIFICATION:**

The City’s Utilities and Public Services Departments have in-house capability to perform normal water, sewer and stormwater repairs, and are in need of crews and specialized equipment to perform underground utility repairs that are exceptionally large or deep. This agreement with D.S. Eakins Const. Corp. enables the City to utilize the unit pricing and terms of the City of Palm Beach Gardens contract awarded on January 8, 2015 (BID #ITB2014-031PW). City of Palm Beach Gardens has approved its contract through January 31, 2018. D.S. Eakins Const. Corp. has agreed to extend the terms and conditions of the agreement for the duration of the City of Palm Beach Gardens Agreement, to be implemented on an “as needed” basis. Individual purchase orders will be issued for all services performed. This agreement provides services beyond the capability of City Staff due to specialized equipment needed.

**MOTION:**

I move to approve/disapprove an agreement with D.S. Eakins Const. Corp. for crews with equipment for large underground emergency repairs.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Agreement  
Palm Beach Gardens Agreement  
D S Eakins Letter  
Palm Beach Gardens Invitation to Bid  
Palm Beach Gardens Bid Tabulation



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Contract with B&B Underground Construction, Inc. for the New Gravity Sewer Installation and Watermain Replacement project

**SUMMARY:**

The Contract authorizes construction from 10<sup>th</sup> to 12<sup>th</sup> Avenue South in the alley between South B and C Streets in the amount of \$408,163.

**BACKGROUND AND JUSTIFICATION:**

The City Water Utilities Department has identified the alley between B and C Streets from 11<sup>th</sup> to 12<sup>th</sup> Avenue South as not having gravity sewer service, nor providing it within the roadways to the residents on either side of the alley in this area. This area also has old 2-inch galvanized steel watermains that are to be replaced from 10<sup>th</sup> to 12<sup>th</sup> Avenue in this alley. This project was identified as a capital improvement project and will provide new gravity sewer service, a sanitary sewer pump station and watermain replacement.

The City of Lake Worth Utilities department solicited bids from contractors for this project construction, under Bid IFB-16-118. Five bids were received. The lowest bid for the sum of \$408,163 was from B&B Underground Construction, Inc. Craven Thompson is recommending award of the Bid to B&B Underground Construction, Inc. as the lowest responsible, responsive bidder.

**MOTION:**

I move to approve/disapprove a contract with B&B Underground Construction, Inc. in the amount of \$408,163.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Bid Recommendation  
Bid Tabulation  
Contract

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$408,163	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	\$408,163	0	\$0	\$0	\$0

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

The funds have been identified in the FY2016 Capital Improvement Plan budget from accounts 402-7034-533.63-15 and 403-7231-535.63-15

Utilities/							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7034-533.63-15	Water Distribution	LS 1609	\$3,196,000	\$3,011,000	\$1,994,851.66	-\$163,265	\$1,831,586
403-7231-535.63-15	Local Sewer	LS 1609	\$2,577,031	\$4,103,415	\$766,591	-\$244,898	\$522,053

C. Department Fiscal Review: \_BS\_

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



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Task Order No. 40 with Mock Roos & Associates, Inc. for Construction Phase Engineering Services for the 11th Avenue North Sewer Improvements project

**SUMMARY:**

The Task Order authorizes construction phase engineering services in the amount of \$94,905.

**BACKGROUND AND JUSTIFICATION:**

The City Water Utility Department identified the need for rehabilitation and replacement of the 10-inch gravity sanitary sewer main along 11<sup>th</sup> Avenue North as a capital improvement project. The project has become more urgent in recent months with a collapse of this existing sewer line causing a sinkhole near the railroad that required an emergency repair. The project includes lining several portions of the gravity sewer, while replacing other portions between North A Street and North O Street. The City solicited bids from contractors for this project construction under Bid IFB 16-119 and received five bids. Hinterland Group is the recommended contractor to construct this project and is included as a separate agenda item.

Task Order No. 40 provides for engineering services during the construction phase of the 11<sup>th</sup> Avenue North Sewer Improvements construction project, including review of submittals, onsite inspections, review of pay requests and approval by the Engineer of Record.

**MOTION:**

I move to approve/disapprove Task Order No. 40 with Mock Roos & Associates, Inc., in the amount of \$94,905.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Task Order 40

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$94,905	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-Kind Match	0	0	0	0	0
Net Fiscal Impact	\$94,905	0	\$0	\$0	\$0

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

The funds have been identified in the FY2016 Capital Improvement Plan budget from account 402-7231-535.63-15

Utilities/Local Sewer							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Balance	Agenda Item Expenditures	Remaining Balance
403-7231-535.63-15	Local Sewer	LS 1608	\$2,577,031	\$4,103,415	\$766,591	-\$94,905	\$671,686

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

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



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Contract with Hinterland Group for the 11th Avenue North Sewer Improvements project

**SUMMARY:**

The Contract authorizes Hinterland Group to construct 11th Avenue North Sewer Improvements in the amount of \$1,223,993.

**BACKGROUND AND JUSTIFICATION:**

The City Water Utility Department identified the need for rehabilitation and replacement of the 10-inch gravity sanitary sewer main along 11<sup>th</sup> Avenue North as a capital improvement project. The project has become even more urgent in recent months with a collapse of this existing sewer line causing a sinkhole near the railroad that required an emergency repair. The project includes lining several portions of the gravity sewer, while replacing other portions between North A Street and North O Street. Also included in this project as alternate bid items are improvements to the sidewalks, sidewalk ramps, concrete aprons at the alley crossings and replacement of manholes. Mock Roos & Associates, Inc. was the design engineer on the project and is proposed to do Construction Phase Engineering Services, which is included as a separate agenda item.

The City of Lake Worth Utilities department solicited bids from contractors for this project construction, under Bid IFB-16-119. Five bids were received. The lowest bid for the sum of \$1,223,993, including the alternate bid items, was from Hinterland Group. Mock Roos & Associates, Inc. is recommending award of the Bid to Hinterland Group as the lowest responsible, responsive bidder.

In order to fund the project, the department has proposed to use the \$800,000 that was budgeted in FY2016 and use the proposed FY2017 capital project budgeted funds of \$525,000 from the local sewer to allow this necessary project to move forward between this agenda item and the Mock Roos Construction Phase Engineering Services contract agenda item for this project. The following proposed FY2017-2021 CIP projects will be delayed to a later time in order to fund the additional project costs: Global Manhole Lining (\$150,000), Collector Main Rehabilitation (\$200,000), Lift Station Rehabilitation - General (\$100,000), and Lift Station 15 Replace electrical panel & ATS (\$100,000).

**MOTION:**

I move to approve/disapprove the construction contract for 11th Avenue North Sewer Improvements in the amount of \$1,223,993 pending approval of the Capital Improvement Project FY2017 budget.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Hinterland Group Contract  
Bid Tabulation

Bid Recommendation  
**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$800,000	\$423,993	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	\$800,000	\$423,993	\$0	\$0	\$0

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

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

Utilities/Local Sewer							
Account Number	Account Description	Project #	FY 16 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
403-7231-535.63-15	FY2016 Local Sewer	LS 1608	\$2,577,031 FY 2016	\$4,103,415	\$907,426.35	-\$800,000	\$107,426.35
403-7231-535.63-15	FY2017 Local Sewer	LS 1608	\$550,000 FY 2017	550,000	550,000	-\$423,993	\$126,007

C. Department Fiscal Review:   BE  

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



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Task Order No. 2 with Kimley-Horn and Associates, Inc. for engineering design services

**SUMMARY:**

The Task Order authorizes engineering design services for the 14<sup>th</sup> Avenue North Watermain Improvements project at a cost of \$43,785.

**BACKGROUND AND JUSTIFICATION:**

The City Water Utility Department identified the need for fire protection along 14<sup>th</sup> Avenue North and North N Street, as well as 14<sup>th</sup> Avenue North and North O Street. This project will include installation of new fire hydrants for fire protection and watermain to provide additional loops to the distribution system for redundancy.

Task Order No. 2 provides for engineering design services including development of construction documents and permitting with the Palm Beach County Department of Health.

**MOTION:**

I move to approve/disapprove Task Order No. 2 with Kimley-Horn & Associates, Inc., for 14<sup>th</sup> Avenue North Watermain Improvements in the amount of \$43,785.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Task Order 2

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$43,785	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	\$43,785	0	\$0	\$0	\$0

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

The funds have been identified in the account 402-7034-533.63-15

Utilities/Water Distribution							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Balance	Agenda Item Expenditures	Remaining Balance
402-7034-533.63-15	Water Distribution	WT 1615	\$3,196,000	\$3,011,000	\$1,831,586.66	-\$43,785	\$1,787,801.66

C. Department Fiscal Review:   BS  

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



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Change Order No. 1 with B&B Underground Construction, Inc. for North Booster Pump Station and Elevated Tank Piping Modification project

**SUMMARY:**

The Change Order provides for the addition of 26 days to the contract time and an increase in price of \$54,065 due to additional work.

**BACKGROUND AND JUSTIFICATION:**

The North Booster Pump Station and Elevated Tank Piping Modification project construction by the Contractor, B&B Underground Construction, Inc., began and there were several unforeseen conditions that required additional work on the project. The Contractor encountered some previously unknown existing pipes that were found unrestrained at the elevated tank site and broke off due to the water pressure in the pipe. This pipe was unable to be isolated from the system and ended up draining the water stored in the elevated tank, causing the need for additional restoration of and repair to the watermain and site. Several lead jointed pipe fittings were found when the Contractor uncovered the mains. Since lead jointed pipe is no longer used, the City requested to have these fittings removed and replaced. A large concrete block was discovered surrounding a pipe joint to which the Contractor was to connect; the City requested the removal of the concrete block and installation of restrained joint fittings on the pipe after connecting the new pipe. Attached to the Change Order are Work Directive Changes 1, 2, 3, and 4 outlining each of the field changes.

As a result, the contract time needed to be adjusted in order to complete the project. The attached Change Order No. 1 requests 26 days of additional contract time.

**MOTION:**

I motion to approve/deny Change Order No. 1 with B&B Underground Construction, Inc. for an additional 26 days of contract time and increase in price of \$54,065.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Change Order No. 1

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$54,065	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	\$54,065	0	\$0	\$0	\$0

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

The funds have been identified in the FY2016 Capital Improvement Plan budget from account 402-7022-533.63-00

Water Treatment							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.63-00	Improve other than Build	WT 1610	\$1,470,000	\$1,708,288	\$1,139,970.46	-\$54,065	\$1,085,905.46

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

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



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** City Attorney

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**EXECUTIVE BRIEF**

**TITLE:**

Settlement with James Alex Caldwell

**SUMMARY:**

The item authorizes the settlement all claims in a lawsuit entitled Caldwell v. City of Lake Worth, case number 2015CA009977 MB AN, in the amount of \$19,500. In exchange, Mr. Caldwell will execute a general release in favor of the City of Lake Worth.

**BACKGROUND AND JUSTIFICATION:**

On June, 19, 2014, Plaintiff, James Caldwell, while working on the roof of the City's public works building, fell through a skylight. On September 1, 2015, James Caldwell filed a complaint against the City alleging negligence. Mr. Caldwell claimed that, as a result of the fall, he suffered permanent bodily injury, disability, pain and suffering, mental anguish, loss of the capacity for the enjoyment of life, and aggravation of a pre-existing condition. After engaging in discovery, the parties attended mediation on July 5, 2016, and reached a proposed settlement of \$19,500, in exchange for a complete release of all claims arising out of the action. The settlement is 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 lawsuit for \$19,500.

**MOTION:**

I move to approve/not approve the settlement with James Alex Caldwell in the amount of \$19,500, in exchange for a complete release.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Settlement Agreement dated July 5, 2016

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	19,500	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	19,500	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 Attorney		Settlement Re: James Alex Caldwell				
Account Number (s)	Account Description	Project #	FY 2016 Budget	Available Balance	Agenda Expense	Balance
520-1332-513-45.60	Self Insurance Fund	N/A	300,000	88,070	(19,500)	68,570

TBD by Risk Management/Germaine English

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



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** City Attorney

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**EXECUTIVE BRIEF**

**TITLE:**

Amendments to three collective bargaining unit agreements for base pay increases

**SUMMARY:**

These Amendments authorize a 4% increase in base pay to all employees in Collective Bargaining Agreements between the City and the Professional Manager's & Supervisor's Association (PMSA), the Public Employees Union (PEU), and the International Brotherhood Electrical Workers (IBEW) between October 1, 2016 and September 30, 2017.

**BACKGROUND AND JUSTIFICATION:**

Each of the City's three year Collective Bargaining Agreements (with PMSA, PEU and IBEW for the period of October 1, 2015 through September 30, 2018) includes a reopener clause allowing for the negotiation of wages each fiscal year. Pursuant to the reopener clause, the City has engaged in productive negotiations with PMSA, PEU and IBEW. The bargaining team for each party tentatively agreed to a 4% wage increase for the fiscal year October 1, 2016 to September 30, 2017, subject to ratification by the employees and approval by the Commission. The employees of PMSA, PEU and IBEW have ratified this agreement.

Staff recommends approval of the wage article of the Collective Bargaining Agreements with PMSA, PEU and IBEW, providing for a 4% increase in base wages for all bargaining unit classifications effective October 1, 2016.

**MOTION:**

I move to approve/not approve the 4% increase in wages for all bargaining unit classifications included in the Collective Bargaining Agreements with PMSA, PEU and IBEW effective October 1, 2016 and authorize the Mayor to execute the amendment to each Collective Bargaining Agreement.

**ATTACHMENT(S):**

1. Article 27 – Salaries for PMSA and PEU
2. Article 17 – Wages for IBEW
3. PMSA and PEU Certification of Ratification by Majority Vote of Members
4. IBEW Certification of Ratification by Majority Vote of Members
5. Amendment of each Collective Bargaining Agreement



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** City Commission

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**EXECUTIVE BRIEF**

**TITLE:**

Ratify the appointment of board members to various advisory boards

**SUMMARY:**

This item is to ratify the appointments of members to the City Tree and Sister City Boards.

**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 appointments and reappointments are requested to be ratified:

**City Tree Board:**

Vice Mayor Maxwell's appointment of George Magalios to fill an unexpired term ending on July 31, 2019.

**Sister City Board:**

Commissioner Maier's appointment of Derrick Cleveland to fill an unexpired term ending on July 31, 2018.

**MOTION:**

I move to ratify Vice Mayor Maxwell's appointment of George Magalios to the Tree Board to fill an unexpired term ending on July 31, 2019 and Commissioner Maier's appointment of Derrick Cleveland to the Sister City Board to fill an unexpired term ending on July 31, 2018.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Board Membership Applications  
Board Membership Logs



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Leisure Services

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**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-24 - Second Reading and Public Hearing - regulate balloons and sky lanterns on City property

**SUMMARY:**

Based on the City Commission's discussion on first reading, the proposed ordinance to regulate balloons and sky lanterns is unchanged and had to be brought back as it passed on first reading. City staff seeks further direction as to whether to modify the ordinance. If the Commission decides to implement level 2 (see following paragraph) then an ordinance is not needed and should not pass on second reading.

**BACKGROUND AND JUSTIFICATION:**

The City Commission reviewed and discussed the proposed ordinance on August 16, 2016 (first reading). The Commission's direction was to proceed with a level 2 implementation (regarding signage and educational materials only without an ordinance); however, the Commission approved the ordinance on first reading with the request to add "teeth" to the ordinance for enforcement purposes. City staff seeks further clarification on the Commission's desire to move forward with the ordinance or to just implement signage and educational materials on the current state statute.

The ordinance as presented for second reading has not changed from first reading. The ordinance provides for regulations for the outdoor release of balloons and sky lanterns on City property. The ordinance provides exemptions for the following:

- Possession of balloons or sky lanterns when such items are moved from a vehicle or structure to another structure and the resulting exposure to the outdoors is de minimus.
- Display, possession or release of balloons indoors.
- Display or possession of sky lanterns indoors.
- Display, possession or release of balloons by a governmental agency for scientific or meteorological purposes.

**If the ordinance is adopted "as is", a violation of the ordinance falls under the Code of Ordinances' general penalty section, section 1-6, and subjects a violator to a fine of up to \$500 and up to 60 days in jail.** However, City staff can add a specific penalty provision to the ordinance if desired.

Balloons and sky lanterns released into the atmosphere return to the earth as litter; and the release (accidental or intentional) of balloons and sky lanterns into the atmosphere pose a danger and nuisance to the environment and

wildlife who may ingest this debris. The Florida's East Coast is home to some of the most densely utilized sea turtle nesting beaches in the country and other marine animals, such as sea turtles, mistake the remains from balloons as food which may potentially damage their digestive systems, lead to starvation and/or death. In addition even biodegradable balloons do not degrade quickly enough to avoid ingestion of the same by marine wildlife. This regulation serves a public purpose and is in the best interest of the public health, safety and general welfare of the City, its residents and visitors.

**MOTION:**

I move to approve/deny Ordinance No. 2016-24 on second reading.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

Ordinance

Presentation



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-25 – First Reading – amend jurisdiction and applicability to the Land Development Regulations and schedule the public hearing date for September 20, 2016

**SUMMARY:**

The Ordinance provides for a violation or for any non-compliance to be subject to the City's code compliance process as well as any other legal action.

**BACKGROUND AND JUSTIFICATION:**

The proposed amendment provides a clear and predictable mechanism to ensure that conditions of approval associated with development are maintained and are adhered to. Although it has been common practice that violation of conditions of approval leads to code compliance violation, this amendment makes it clearer that violation of, or non-compliance with, any condition placed on any permit or any approval given to any development or project by a board or administratively shall be deemed a violation of the Code and shall be subject to the City's code compliance process.

On August 3, 2016, at its regularly scheduled meeting, the Planning & Zoning Board discussed the proposed amendments to the Land Development Regulations (LDR) and voted 6-0 to recommend approval to the City Commission.

On August 10, 2016, at its regularly scheduled meeting, the Historic Resources Preservation Board discussed the proposed amendments to the LDRs and voted 5-0 to recommend approval to the City Commission.

**MOTION:**

I move to approve/disapprove Ordinance No. 2016-25 on first reading and schedule the second reading and public hearing date for September 20, 2016.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
P&Z Board and HRPB Staff Reports  
Ordinance



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Finance

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**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-26 - First Reading - designate the restricted/committed/assigned fund balances for Fiscal Year 2016 in accordance with GASB 54 and schedule the public hearing date for September 20, 2016

**SUMMARY:**

Annually the City Commission must formally designate fund balances in certain funds to be used only for the purposed of that fund. This requirement is contained in Governmental Accounting Standards Board (GASB) Statement Number 54, and is a part of the Generally Accepted Accounting Principles that the City must adhere to. This Ordinance seeks to designate certain fund balances as **Committed** fund balances.

**BACKGROUND AND JUSTIFICATION:**

**Summary of Statement No. 54**

***Fund Balance Reporting***

The objective of this Statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. This Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

The classifications are:

***Nonspendable***, such as fund balance associated with inventories and fixed assets.

The ***restricted*** fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

The ***committed*** fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. For the City this level is the City Commission **by ordinance**.

Amounts in the ***assigned*** fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed.

***Unassigned*** fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications.

**MOTION:**

I move to approve/disapprove Ordinance No. 2016-26 on first reading to designate the Committed Fund Balances for Fiscal Year 2016 in accordance with GASB 54 and schedule the public hearing date for September 20, 2016.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Ordinance



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Electric Utility

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### **EXECUTIVE BRIEF**

**TITLE:**

Purchase Orders with SEL Enclosure Products and TEAMWORKnet, Inc. for the purchase, installation, and engineering of three (3) protective relay panels for the Hypoluxo Station

**SUMMARY:**

The Purchase Orders provide for the replacement of protective relay panels to meet Florida Power & Light (FPL) requirements of transmission line upgrade at an estimated cost of \$151,146.

**BACKGROUND AND JUSTIFICATION:**

Hypoluxo Station is the single location that the City ties to the bulk electric system at 138 kV. The station is owned by the City and operated by FPL per contractual agreement. FPL has approached the City to upgrade its end of the transmission line protective devices at Hypoluxo.

FPL has undergone a project to add transmission breakers at Quantum Substation. Furthermore, FPL is introducing new breakers that will split the current transmission line in half (Quantum). Due to the new line configuration, the transmission line will not be adequately protected with current legacy protective devices.

The advantages to this upgrade include:

- Higher reliability and repeatability
- Satisfy current FPL requirements to continue supporting the City as Transmission Operator (TOP)
- Flexibility in settings to provide adequate protection with any future transmission system modifications
- 12-year Vs. 6-year testing requirement per FRCC & NERC regulatory agencies
- Superior protection compared to electromechanical devices (analog)
- Faster processing and fault isolation

A project budgetary analysis has been generated to quantify project scope.

<b>Task/Item</b>	<b>Budgetary Cost</b>	<b>Proposed Vendor</b>	<b>Description</b>
Project management engineering/design	\$0	In-house	<ul style="list-style-type: none"> <li>• Engineering for panel specifications/design for build</li> <li>• Project management and oversight</li> </ul>
Qty. 3 relay panels	\$105,995	SEL	<ul style="list-style-type: none"> <li>• Procure, build, and ship panels to the City of Lake Worth</li> </ul>
Engineering Services & Labor Services	\$45,151	TEAMWORKnet	<ul style="list-style-type: none"> <li>• Design protective relay settings, test, calibrate, and commission new panels in collaboration with FPL Engineering contractor</li> <li>• Install, wire, and terminate all field connections and commission</li> </ul>

This agenda item has been reviewed by the Electric Utility Advisory Board on August 3, 2016.

**MOTION:**

I move to approve/deny Purchase Orders with SEL Enclosure Products and TEAMWORKnet, Inc. for the purchase, installation, and engineering of three (3) protective relay panels for the Hypoluxo Station upgrade in the amount not to exceed \$151,146.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Specifications for engineering/labor support - City of Lake Worth Hypoluxo relay engineering

Quote from SEL – Panel Manufacturing

Quote from TEAMWORKnet – Engineering, Install, & Commission



**AGENDA DATE:** September 6, 2016, Regular Meeting

**DEPARTMENT:** Electric Utility

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**EXECUTIVE BRIEF**

**TITLE:**

Purchase Order with Alan Jay Fleet Sales for a pickup truck for the Electric Utility Department

**SUMMARY:**

The Purchase Order provides for a new pickup truck for the Transmission & Distribution Division through the Florida Sheriffs Cooperative purchase agreement in an amount not to exceed \$39,796.25.

**BACKGROUND AND JUSTIFICATION:**

Currently, there is no vehicle to support a newly added fourth utility line crew and their foreman to transport tools and equipment that are vital to daily work and timely restoration. Because of this new crew, staff is recommending the purchase of a new 2016 GMC Sierra 2500HD Extended Cab pickup truck.

Funds for this purchase are included in the Fiscal Year 2015-2016 budget. If approved by the Commission, a budget transfer from Rental & Leases/Vehicles to Vehicles Purchase will be completed to cover the cost of the vehicle.

This item was reviewed by the Electric Utility Advisory Board on August 24, 2016.

**MOTION:**

I approve/deny a Purchase Order with Alan Jay Fleet Sales, through the Florida Sheriffs Association Cooperative purchase agreement, in an amount not exceed \$39,796.25.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Dealer Quote  
Vehicle Specification

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	39,796	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	39,796	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:

A budget transfer in the amount of \$39,796.25 from 401-6034-531-4430 Rental & Leases / Vehicles to 401-6034-531-6430 Vehicle Purchase will be completed to cover the cost of the vehicle.

<b>Electric</b>		<b>Alan Jay Fleet Sales</b>				
Account Number (s)	Account Description	Project #	FY 2016 Budget	Available Balance	Agenda Expense	Balance
401-6034-531-6430	Vehicle Purchase	N/A	881,812	43,719	-39,796	3,923

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